



AGREEMENT BETWEEN

BERKLEY PUBLIC SAFETY
COMMAND OFFICERS ASSOCIATION
AND THE
CITY OF BERKLEY

July 1, 2015 - June 30, 2018

Codified on January 19, 2017 / Corrected March 23, 2017

TABLE OF CONTENTS

AGREEMENT	1
ARTICLE I: PURPOSE	1
101 PURPOSE OF AGREEMENT	1
ARTICLE II: RECOGNITION	1
201 ASSOCIATION RECOGNITION	1
202 MANAGEMENT RIGHTS	1
203 NON-INTERFERENCE	1
204 ASSOCIATION MEMBERSHIP	1
205 CHECK-OFF OF DUES AND FEES	2
206 AGENCY SHOP	2
ARTICLE III: CONTRACT NEGOTIATIONS	3
301 REPRESENTATION AT NEGOTIATIONS	3
302 CONTRACT RATIFICATION	3
303 EXTENSION OF CONTRACT DURING NEGOTIATIONS	4
304 MODIFICATION OF CONTRACT BY MUTUAL CONSENT	4
ARTICLE IV: ASSOCIATION ACTIVITIES	4
401 GRIEVANCE COMMITTEE	4
402 ASSOCIATION MEETINGS	4
403 JOINT RESPONSIBILITIES UNDER ACTS 336 AND 312	4
ARTICLE V: EDUCATION	4
501 TUITION REIMBURSEMENT	4
502 EDUCATIONAL INCENTIVE PAYMENTS	5
ARTICLE VI: GRIEVANCE PROCEDURES	6
601 GRIEVANCE DEFINED	6
602 INFORMAL DISPOSITION OF GRIEVANCE	6
603 WRITTEN GRIEVANCE	6
604 ASSOCIATION GRIEVANCE REVIEW	6
606 DISPOSITION OF WRITTEN GRIEVANCES	6

CITY OF BERKLEY
BERKLEY PUBLIC SAFETY COMMAND OFFICERS ASSOCIATION

607	MEETING TO RESOLVE GRIEVANCE _____	7
608	APPLICATION OF TIME LIMITS _____	7
609	GRIEVANCES RELATED TO DISCIPLINE OR DISCHARGE _____	7
610	DISPOSITION OF GRIEVANCES FINAL AND BINDING _____	8
611	ARBITRATION OF CERTAIN GRIEVANCES _____	8
612	COMBINATION OF GRIEVANCES _____	9
ARTICLE VII: HOURS OF EMPLOYMENT _____		9
701	REGULAR WORK SCHEDULE _____	9
702	SCHEDULING AND EXCHANGE OF LEAVE DAYS _____	9
703	LUNCH PERIOD - MEAL EXPENSE REIMBURSEMENT _____	10
704	JURY DUTY _____	10
705	SHIFT ASSIGNMENTS _____	11
706	OVERTIME, PAID TIME OFF NOT PRECLUDED _____	12
ARTICLE VIII: HOLIDAYS _____		12
801	HOLIDAYS _____	12
802	HOLIDAY BUY-BACK _____	12
803	PERSONAL DAY _____	12
804	SCHEDULED USE OF HOLIDAYS AND PERSONAL DAYS _____	13
ARTICLE IX: OVERTIME PAY _____		13
901	TIME AND ONE-HALF _____	13
902	FIFTEEN MINUTE GRACE PERIOD _____	13
903	ADDITIONAL SHIFT MANPOWER _____	13
904	COURT TIME _____	14
905	COMPENSATORY TIME OFF _____	14
906	REQUIRED SCHOOL ATTENDANCE _____	14
907	ROTATION OF OVERTIME _____	14
ARTICLE X: SICK LEAVE _____		15
1000	MONTHLY SICK LEAVE EARNED _____	15
1001	EVIDENCE OF ILLNESS-TRADING _____	15
1002	NOTIFICATION OF SHIFT COMMANDER _____	15

CITY OF BERKLEY
BERKLEY PUBLIC SAFETY COMMAND OFFICERS ASSOCIATION

1003	SICK LEAVE ACCUMULATION BUY-BACK _____	15
1004	BEREAVEMENT LEAVE _____	16
1005	FAMILY ILLNESS/INJURY LEAVE _____	16
1006	USE OF SICK LEAVE _____	16
ARTICLE XI: ANNUAL LEAVE _____		17
1101	ANNUAL LEAVE CREDITS EARNED _____	17
1102	SUMMER/WINTER LEAVE DATES _____	17
1103	SELECTION OF LEAVE DATES _____	17
1104	BUY-BACK AT SEPARATION OR DEATH _____	18
1105	MAXIMUM ACCUMULATION AND BUY-BACK _____	18
1106	HOURS EARNED CREDITED AT END OF MONTH _____	18
ARTICLE XII: PROMOTIONS _____		18
1202	WRITTEN EXAMINATION _____	19
1203	ORAL EXAMINATIONS _____	19
1204	ELIGIBILITY _____	19
1205	PRIOR ELIGIBLE LIST _____	19
1206	WEIGHTS GIVEN EXAMINATIONS _____	19
1207	TEMPORARY APPOINTMENT _____	20
1208	PROBATIONARY PERIOD _____	20
1209	TIME LIMITS FOR PROMOTION PROCEDURES _____	20
ARTICLE XIII: SENIORITY _____		20
1301	SENIORITY DATE--PROBATIONARY PERIOD _____	20
1302	RECORDS PROVIDED BY CITY _____	20
1303	SENIORITY RIGHTS _____	21
1304	TERMINATION OF SENIORITY _____	21
1305	RECALL FROM LAYOFF _____	21
ARTICLE XIV: INSURANCE _____		21
1401	HOSPITALIZATION INSURANCE _____	21
1402	LIFE INSURANCE _____	22
1403	DENTAL INSURANCE _____	22

CITY OF BERKLEY
BERKLEY PUBLIC SAFETY COMMAND OFFICERS ASSOCIATION

1404	PHYSICAL EXAMS _____	23
1405	OPTICAL INSURANCE _____	23
1406	CONSOLIDATION OF MARRIED EMPLOYEES COVERAGE'S _____	24
ARTICLE XV: UNIFORMS _____		24
1501	UNIFORM ALLOWANCE _____	24
1503	PROPERTY REPLACEMENT _____	25
1504	WORK SHOES _____	25
ARTICLE XVI: PENSION-RETIREMENT _____		25
1601	ACT 345 PENSIONS _____	25
1602	INSURANCE FOR RETIREES _____	29
1603	FUNDING OF CERTAIN RETIREMENT EXPENSES _____	31
1604	PENSION BOARD _____	31
1606	QUALIFIED STATUS OF THE RETIREMENT PLAN _____	32
1607	RETIREMENT PLAN PROVISIONS NECESSARY FOR IRC/IRS QUALIFICATION _____	32
ARTICLE XVII: WORKER'S COMPENSATION AND INJURY LEAVE _____		32
1701	PAYMENTS BY CITY-INSURANCE CARRIER _____	32
1702	ELIGIBILITY FOR PAYMENT _____	33
1703	DISABILITY RETIREMENT NOT PRECLUDED _____	33
ARTICLE XVIII: PUBLIC SAFETY _____		33
1801	STATEMENT OF POLICY _____	33
1802	PUBLIC SAFETY OFFICER _____	33
1803	PUBLIC SAFETY DEPARTMENT _____	34
ARTICLE XIX: PAY, WAGES, AND LONGEVITY _____		34
1901	RATES OF PAY _____	34
1902	PAY ADVANCES _____	34
1903	PAYROLL DEDUCTIONS _____	34
1904	PAYDAY ON HOLIDAY _____	34
1905	INCREMENTAL SCALE BETWEEN RANKS _____	34
1906	PUBLIC SAFETY SERVICES WAGES _____	35

CITY OF BERKLEY
BERKLEY PUBLIC SAFETY COMMAND OFFICERS ASSOCIATION

ARTICLE XX: SEPARABILITY AND SAVINGS	35
2000 SEPARABILITY	35
ARTICLE XXI: EFFECTIVE DATE	35
2100 Agreement Effective Date	35
SCHEDULE "A"	37
SCHEDULE 'A'	38
APPENDIX	39
<i>Health Care Benefits at a Glance</i>	40
MERS HEALTH CARE SAVINGS PROGRAM PARTICIPANT HANDBOOK	52
ADDENDUM: Historical Documents and Resolutions	61

AGREEMENT

This agreement entered into this fifteenth day of July, 2015, by and between the City of Berkley, hereinafter referred to as the "City", a municipal corporation, and the Berkley Police Command Officers' Association, hereinafter referred to as the "Association", representing certain employees in the City, hereinafter referred to as the "employee" or "employees".

ARTICLE I: PURPOSE

101 PURPOSE OF AGREEMENT

101.1 The purpose of this agreement is to set forth the wages, hours, and conditions of employment of those employees of the City of Berkley who are members of the collective bargaining unit as subsequently defined in this agreement.

ARTICLE II: RECOGNITION

201 ASSOCIATION RECOGNITION

201.1 The City of Berkley recognizes the Berkley Police Command Officers' Association, represented by the Police Officers Labor Council, as the sole and exclusive bargaining agent to the extent permitted and required by Public Act 379 of 1965, for such employees as it represents. The City will negotiate with the Association on items relating to rates of pay, wages, hours and conditions of employment.

202 MANAGEMENT RIGHTS

202.1 The Association recognizes the City as the sole authority to control its properties and the maintenance of order and efficiency and the right of the City to establish and maintain rules and regulations governing the operation of the Department and the employees therein and the right to suspend or discharge for just cause. The foregoing is subject only to any seniority rules, grievance procedures, and other express provisions of this agreement as may be hereinafter set forth, providing however, that the recognition herein granted shall in no case supersede or take precedence over the City Charter or the rules and regulations of the City.

203 NON-INTERFERENCE

203.1 The City will not interfere with, discourage, restrain, or coerce employees because of their membership in the Association or any lawful activities therein.

204 ASSOCIATION MEMBERSHIP

204.1 The collective bargaining unit covered by this agreement shall consist of all full time "Sergeants", "Lieutenants", "Detectives", and "Deputy Director" of the Berkley Public Safety Department and excluding all other employees of the City.

CITY OF BERKLEY
BERKLEY PUBLIC SAFETY COMMAND OFFICERS ASSOCIATION

204.200 At its sole discretion, the City may determine that the interests of the City at that time would be served by creating the position of Deputy Director of the Public Safety Department and further to determine that the interests of the city would be served by filling the position from within the bargaining unit. A member of the bargaining unit may voluntarily accept appointment by the City Manager to the position of Deputy Director based upon a competitive selection procedure described in Article XII promotions, Section 1201.2

204.210 A member of the bargaining unit serving as Deputy Director Shall:

204.211 Continue to serve in his or her position, and in addition shall exercise the management authority of the Department Director for those duties and responsibilities as the Director shall determine.

204.212 Be excluded from serving as an officer of the bargaining unit or in any other official capacity on behalf of the unit associated with the representation of the employee interest of its members. The member shall remain subject to the provisions of Section 206 of this agreement regarding the payment of fees and dues.

204.213 Be appointed to a shift by the Director, after shift selection by the senior lieutenant and prior to the exercise of shift selection by other members of the unit.

204.220 The City Manager shall determine and advise the member in writing in advance which articles and section in this agreement shall, for reasons of incompatibility with the proper exercise of the member's management authority, not apply while the member serves as a Deputy Director. With the exception of those excluded matter, a member shall continue to receive the wages, hours and conditions of employment described in this agreement. In addition, the City Manager may cause the member to be paid wages in addition to those provided in this agreement in recognition of his or her additional responsibilities.

204.230 The City Manager may for any reason, or no reason, determine that the appointment of Deputy Director shall be terminated. A member serving as Deputy Director may upon 30 days written notice to the Director or City Manager, or such shorter period of time as may be mutually agreeable, relinquish the position of Deputy Director. A member who separates from the position of Deputy Director for any reason shall return to his or her former position within the bargaining unit without loss of seniority or other benefits for reasons attributable to his or her service as Deputy Director.

205 CHECK-OFF OF DUES AND FEES

The employer agrees to deduct the Association membership dues and/or collective bargaining service fees from the pay of those employees who individually request in writing that such deductions be made.

206 AGENCY SHOP

The parties recognize that all employees covered by this Agreement should pay their fair share of the cost of negotiating and administering the Agreement.

CITY OF BERKLEY
BERKLEY PUBLIC SAFETY COMMAND OFFICERS ASSOCIATION

206.1 It shall be a continuing condition of employment that all employees covered by this Agreement shall either maintain membership in the Association by paying the Association's uniform dues, fees, and assessments, or shall pay a collective bargaining service fee as determined by the Association for costs of negotiating and administering this and succeeding Agreements.

206.2 Any employee who has failed to either maintain membership or pay the requisite fee shall not be retained in the bargaining unit covered by this Agreement; provided, however, no employee shall be terminated under this Article unless:

206.3 The Association has notified him/her by certified letter addressed to her/his address last known to the Association spelling out that he/she is delinquent in payment of dues or fees, specifying the current amount of delinquency, and warning the employee that unless such amount is tendered within ten (10) calendar days, he/she will be reported to the City for termination from employment as provided for herein, and,

206.4 The Association has furnished the City with written proof that the foregoing procedure has been followed.

206.5 The Association will provide to the City, in affidavit form signed by the Association Treasurer, a certification that the amount of delinquency does not exceed the collective bargaining service fee including, but not limited to, the cost of administering and negotiating this and succeeding agreements.

206.6 Upon the demand of the City, the Association agrees that it will defend the City in any legal proceeding brought by a person contesting the administration of this section or the amount of the collective bargaining service fee and to reimburse the City upon its payment of any judgment of damages, costs, or any other court mandated expense.

ARTICLE III: CONTRACT NEGOTIATIONS

301 REPRESENTATION AT NEGOTIATIONS

The Berkley Police Command Officers' Association shall be represented in all negotiations by a committee of the Association. The City shall negotiate with those representatives as herein provided.

301.1 The City and the Association shall each name a bargaining committee of not more than three (3) persons. Any changes in bargaining committee shall result in a written notification to the other party within ten (10) days.

302 CONTRACT RATIFICATION

A contract shall be considered to be ratified by the Association when the president of the Association delivers to the City written notice that the Association has acted favorably upon the question of ratification. Thereafter, City Council shall act on the question of ratification in the manner provided in the City Charter for the approval of contracts.

302.1 Ratification of a new contract shall be completed only when it has been ratified by both the membership of the Association and by the Berkley City Council.

303 EXTENSION OF CONTRACT DURING NEGOTIATIONS

In the event that negotiations extend beyond the said expiration date of this agreement, the terms and provisions of this agreement shall remain in full force and effect pending agreement upon a new contract.

304 MODIFICATION OF CONTRACT BY MUTUAL CONSENT

In the event that modification of the agreement is desired by either the City or the Association, it may be performed by mutual agreement without altering the remainder of the contract.

ARTICLE IV: ASSOCIATION ACTIVITIES

401 GRIEVANCE COMMITTEE

A grievance committee of not more than three (3) members of the Association shall be afforded reasonable time during working hours without loss of pay for the purpose of negotiating with the City, processing grievances and administering or enforcing provisions of this agreement.

402 ASSOCIATION MEETINGS

The Association may schedule meetings on City property insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Department. All such meetings on City property shall take place after the regular hours of the City Hall and only upon prior notification of the Director. Reasonable effort will be made to relieve personnel working for said meetings.

403 JOINT RESPONSIBILITIES UNDER ACTS 336 AND 312

The parties recognize their responsibilities under Act 336 of the Public Act of 1947 as amended, Act 312 of the Public Act of 1969 as amended, and agree to abide by the provisions thereof.

ARTICLE V: EDUCATION

501 TUITION REIMBURSEMENT

Full-time permanent members of the Association may receive full or partial payment for the purpose of taking courses directly related to his/her work as determined by the Public Safety Director, and leading to an Associate or Baccalaureate Degree, including the cost of books required by the university or college in accordance with the following tuition reimbursement schedule:

0%	Reimbursement for Grade less than C.
70%	Reimbursement for Grade C
85%	Reimbursement for Grade B.
100%	Reimbursement for Grade A.

502 EDUCATIONAL INCENTIVE PAYMENTS

The City will make an annual educational incentive payment in July to those officers who have accumulated certain course credits earned at institutions of higher education. Credits will be accepted for use in determining the amount of the educational incentive payment only if they shall meet all of the following specifications:

502.1 The credits are based on an accredited college semester system, or an equivalent recognized in advance by the City.

502.2 The credits are documented in the form of certified official college transcripts which it shall be the employee's responsibility to obtain and supply to the City.

502.3 The credits are earned in a course in which the employee obtained a final grade of 'C' or better.

502.4 The credits are earned in courses acceptable to an institution of higher education as meeting its requirements for successfully completing an educational program leading to an Associates, Baccalaureate, or Master's Degree in the field of police administration and the employee is officially enrolled in one such degree program at the time the credits are earned or transfer credit accepted by the institution.

502.5 The credits are earned within ten (10) years prior to the date of payment unless such credits have formed the basis for an Associates, Baccalaureate, or Master's Degree, and the employee has earned at least four (4) credits during the year prior to the submission deadline specified in Section 2.3.

502.6 No payment under the educational incentive program shall be made until an employee has completed eighteen (18) continuous months of service with the City as a public safety officer.

502.7 Payments under the educational incentive program will be made in July based upon acceptable credits submitted on or before June 30. At its option, the City may waive the July payment until September for the sole purposes of permitting an officer to complete a course on which a grade of 'I' (Incomplete) has been received, or to allow time to obtain information necessary to demonstrate conformance with the specifications listed in Section 2.0. Any new member to this bargaining unit on or after 7/1/2013, will receive whatever educational incentive payment that was afforded to them in the Public Safety Bargaining Unit.

502.8 Payments under the educational incentive program shall be in amounts as provided in the following schedule:

Approved Credit Hours or Degrees	Amount
30	\$150.00
62	\$300.00
Bachelor's Degree	\$450.00

ARTICLE VI: GRIEVANCE PROCEDURES

601 GRIEVANCE DEFINED

A grievance under this agreement is a written dispute, claim, or complaint arising under and during the term of this Agreement filed with management by either an authorized representative of, or an employee in, the bargaining unit.

601.1 Grievances shall be limited to matters of interpretation or application of the provisions of this Agreement.

602 INFORMAL DISPOSITION OF GRIEVANCE

An employee having a complaint or dispute may take up the matter with the Director of Public Safety to be resolved on an informal basis.

603 WRITTEN GRIEVANCE

A grievance which is not settled by means of the informal process described in Section 2.0 shall be set down in writing prior to further consideration by the City. The written grievance shall contain the following information.

- a. The name(s) and employee number(s) of the aggrieved employees;
- b. The date(s) of the events with which the grievance is concerned;
- c. The citation of the specific provision(s) of this agreement allegedly misinterpreted by the City;
- d. A description of the events which brought about the grievance;
- e. The corrective action requested to be taken by the City.

604 ASSOCIATION GRIEVANCE REVIEW

Prior to submission of a written grievance to the City, it shall be reviewed by the officers of the Association or a committee of the Association established for that purpose.

605 SUBMISSION OF WRITTEN GRIEVANCE

A written grievance must be filed within five (5) working days, of the occurrence or event giving rise to the grievance or, after the aggrieved employee may reasonably be presumed to have knowledge of the matter, otherwise no grievance shall be deemed to exist.

605.1 The procedure for informal disposition of grievances as described in Section 2.0 shall not, when used, delay or otherwise postpone the time for submission of the written grievance unless such is agreed to in writing by the City.

606 DISPOSITION OF WRITTEN GRIEVANCES

Step 1: The written grievance shall first be submitted to the Director of Public Safety who shall respond in writing within five (5) working days.

606.2 Step 2: If the response of the Director does not satisfactorily resolve the grievance, it may be submitted to the City Manager within five (5) working days following receipt of the response from the Director of Public Safety. The City Manager shall respond to the grievance in writing within five (5) working days.

607 MEETING TO RESOLVE GRIEVANCE

The Association may request a meeting with representatives of the City for the purpose of resolving the written grievance. Such meeting may be attended by the employee(s) submitting the grievance, not more than two (2) officers of the Association and a staff representative of the Association. City employees while attending such meetings shall be paid their regular straight time rate of pay.

608 APPLICATION OF TIME LIMITS

Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the City within the time limits prescribed, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for disposition expired. Any grievance not carried to the next step by the Association within the prescribed time limits, shall be automatically closed upon the basis of the last disposition.

608.1 The City and the Association may mutually agree to extend any time limit specified in this article.

608.2 For purposes of interpretation of this Article, a working day shall be any day except Saturday, Sunday or Holiday on which City Hall is closed.

609 GRIEVANCES RELATED TO DISCIPLINE OR DISCHARGE

When an employee is given a disciplinary discharge or layoff or a written reprimand and/or warning which is affixed to his/her personnel record, the Association will be promptly notified in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within five (5) working days from the time of presentation of the notice to the Association.

609.1 Grievances regarding discharge may, with the consent of the parties, be commenced at any stage of the grievance procedure or may, with the consent of the parties, be advanced and processed out of order.

609.2 All claims for back wages shall exclude the following sources of income, to the degree they are, have been, or will be received, or increased, as a result of a matter which is the subject of a grievance:

- a. Unemployment compensation.
- b. Worker' compensation
- c. Compensation from other employment which exceeded pre-separation pattern.

609.3 An employee who is reinstated after discharge and/or disciplinary layoff shall be returned to the same work if available, work of a similar class at the same rate of pay, or as may be agreed to by the parties, as the case may be.

610 DISPOSITION OF GRIEVANCES FINAL AND BINDING

Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the City, the Association and any and all unit employees involved in the particular grievance.

610.1 The grievance procedure may not be used for purposes of modifying the terms and conditions of this agreement which are the proper subjects of collective bargaining.

610.2 The City shall not be required to pay back wages for periods prior to the occurrence or event giving rise to the grievance; provided that in the case of a pay shortage, of which the employee had not been aware before receiving his/her pay, any adjustments made shall be retroactive to the beginning of that pay period providing the employee files his/her grievance within five (5) working days after receipt of such pay.

611 ARBITRATION OF CERTAIN GRIEVANCES

If the response of the City Manager does not satisfactorily resolve a grievance final and binding arbitration of the grievance may be initiated within fifteen (15) working days of receipt of the Manager's response.

611.2 Initiation of arbitration shall be in the form of written notice to the City Manager of the determination of the Association to have the grievance settled by means of arbitration. Within a ten (10) working day period of receipt of notice that arbitration has been initiated, the City and the Association shall attempt to mutually agree upon and select a person to serve as arbitrator.

611.3 If the City and the Association cannot, or do not, mutually agree upon the selection of an arbitrator, within the ten (10) day period provided, the matter shall be forwarded to the American Arbitration Association for the appointment of an arbitrator as provided by the procedures and rules of that agency.

611.4 It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a written decision regarding the grievance based upon the facts and law presented.

611.5 He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.

611.6 He/she shall have no power to establish wage rates or change the wage structure of this agreement.

611.7 He/she shall have no power to change any practice, policy, or rule of the City that is not contrary to, or inconsistent with the specific terms and conditions of this agreement, nor to substitute his/her judgment for that of the City as to the reasonableness of any such practice, policy, rule. His/her powers shall be limited to deciding whether the City has violated the express articles or sections of this agreement; it being understood that for the purpose of the arbitrator's authority, any matter not specifically set forth herein remains within the reserved rights of the City.

611.8 He/she shall have no power to decide any question which, under this agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.

611.9 If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall first determine the question of arbitrability. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

611.10 There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved, and the City.

611.11 The fees and expenses of the arbitrator shall be shared equally by the City and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

611.12 No decision in any one case shall require a retroactive wage adjustment in any other case.

612 COMBINATION OF GRIEVANCES

Where several like grievances have been submitted, the Association and the City may mutually agree in writing to the consolidation of the individual grievances into one grievance.

ARTICLE VII: HOURS OF EMPLOYMENT

701 REGULAR WORK SCHEDULE

An employee's annual regular work schedule shall not exceed 2,080 hours per year and each employee shall receive eight (8) days off each twenty-eight (28) days.

702 SCHEDULING AND EXCHANGE OF LEAVE DAYS

Each member of the bargaining unit shall submit a list of requested leave days. Requests shall be submitted not later than March 1st, of each year for the period starting on the first Saturday in April, and September 1st, of each year for the period starting on the first Saturday in October.

CITY OF BERKLEY
BERKLEY PUBLIC SAFETY COMMAND OFFICERS ASSOCIATION

702.1 Except in cases when the efficient, effective, and orderly operation of the department would be adversely effected thereby, the Director shall grant the requested schedule of leave days subject to the following criteria:

702.2 At least one command officer is scheduled on duty for each work shift.

702.3 Unless time is of the essence, the Director shall advise the Association on a timely basis, or the Association may advise the Director, of foreseeable conditions which may necessitate the denial of a requested leave day schedule. If the affected employee(s) object to the proposed denial of leave day selections, the City through its representatives and the Association shall endeavor in good faith to satisfactorily resolve the matter in some other manner.

702.4 Each member of the bargaining unit is able to schedule two consecutive leave days on at least one weekend per 28 day schedule consisting of either a Friday and Saturday, or a Saturday and Sunday.

702.5 An employee shall be permitted to reschedule or shift a maximum of two assigned work or leave days per 28 day leave schedule, provided the change does not create a necessity for overtime, and does not increase the necessity for payment of acting shift commander wages.

702.6 An employee shall submit to the shift commander written notice of intent to reschedule a leave day not more than 30 days in advance of any work or leave day effected by the schedule change. The shift commander shall grant or deny the intended change in schedule not later than the end of the employee's next following regularly scheduled shift actually worked.

702.7 The exchange of days may be permitted upon approval of the Shift Commander. Responsibility for accounting for such trades will not be that of the City.

703 LUNCH PERIOD - MEAL EXPENSE REIMBURSEMENT

All employees shall be entitled to one-half hour lunch period during his/her eight (8) hour tour of duty.

703.1 Reimbursements for meals purchased while away on approved City business travel, shall be limited to the actual costs thereof.

704 JURY DUTY

Members of the bargaining unit who are called for service on a jury shall receive their base salary for the period of their absence as follows:

- a. Employees scheduled on the midnight shift shall be excused from, and receive pay for the entire shift.
- b. Employees scheduled on shift other than the midnight shift shall be excused from, and receive pay for the actual reasonable amount of scheduled work time needed to be in attendance at Court.

- c. Employees receiving pay from the City for time spent on jury duty shall turn over to the City all amounts they receive from the Court as payment for their jury service appearances.

705 SHIFT ASSIGNMENTS

Except in cases of emergency declared by the Director or an authorized acting director, the department will ordinarily operate from day to day using three consecutive work shifts of eight (8) hours each.

705.1 Each employee shall submit to the Director a request for assignment to one of the three daily work shifts described in Section 705 of this Article. Requests shall be submitted not later than January 31st of each year for the period starting on the first Saturday in April, and July 31st of each year for the period starting on the first Saturday in October. The employee may submit a first choice and a second choice of desired shifts. The Director shall grant requested shift assignments based upon the seniority in rank of the employee submitting the request except in cases when the efficient, effective, and orderly operation of the department would be adversely effected thereby.

705.2 The Director may reassign an employee to a specific shift at any time when the efficient, effective, and orderly operation of the department would be better served thereby. If the purpose for such a reassignment can be accomplished on a voluntary basis, selection shall be based upon seniority in rank. Otherwise reassignments shall be based upon the reverse seniority of the affected employees. When the Director must refuse a requested shift assignment or make a shift reassignment, the employee shall be provided a written explanation of the necessity for the denial or change within two (2) days.

705.3 Unless time is of the essence, the Director shall advise the Association on a timely basis, or the Association may advise the Director, of foreseeable conditions which later may necessitate the denial of a requested shift assignment, or the reassignment among shifts of one or more employees. If the affected employees object to the proposed reassignment or denial of the requested shift assignment, the City through its representatives and the Association shall endeavor in good faith to satisfactorily resolve the matter in some other manner.

705.4 The following operating conditions shall be considered generally sufficient to warrant the denial of a requested shift assignment, or making a shift reassignment, but shall not supersede the obligations established in Sections 705.2 and 705.3.

705.5 Shift assignment of probationary employees at the sole discretion of the Director.

705.6 There must be a minimum of one (1) range officer available per shift including uniformed command officers without causing or increasing the necessity of overtime.

706 OVERTIME, PAID TIME OFF NOT PRECLUDED

The provisions of this article shall not preclude the City from assigning work for a shift longer than eight (8) hours, or to reduce the number of days off, subject to the provisions of the article in this agreement concerning the compensation of overtime work.

706.1 Further, the provisions of this article shall not be construed as preventing the employee from taking paid time off for annual leave, sick leave, holidays, etc., consistent with the terms of the appropriate articles found in this agreement.

ARTICLE VIII: HOLIDAYS

801 HOLIDAYS

Paid Holidays shall be as follows:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- The Day after Thanksgiving
- Christmas Day
- One day before Christmas
- One day before New Year's Day
- President's Day
- Martin Luther King Day
- One-half day on Good Friday

802 HOLIDAY BUY-BACK

Holidays shall be taken as scheduled pursuant to Section 804 of this Article, or be paid in a lump sum at the prevailing hourly rate the last pay period of May each year.

802.1 The annual pay-back shall at minimum be sufficient to reduce an employee's unused, unpaid, accumulated balance to a maximum of eighty (80) hours. This maximum shall not apply to employees whose accumulated balance exceeded 80 hours immediately following the pay back of May, 1977. In these cases, the maximum shall be the number of hours to the employee's credit following the May, 1977 pay-back, or such lesser number of hours down to 80 hours which may result following annual pay-backs in May, 1978 and thereafter.

803 PERSONAL DAY

Personal Days shall be taken as scheduled pursuant to Section 804 of this Article. Personnel working an eight (8) hour shift shall earn thirty-two (32) hours of personal time per year. Personnel working a twelve (12) hour shift shall earn thirty-six (36) hours of personal time per year.

803.1 Personal Days must be used in the year in which earned, and may not be carried from one year to the next, or be bought back.

804 SCHEDULED USE OF HOLIDAYS AND PERSONAL DAYS

Holidays and Personal Days described in this Article may be taken off upon approval of the Shift Commander. The Shift Commander shall grant or deny the requested time off not later than the end of the employee's next following regularly scheduled shift actually worked, subject to the following conditions:

- a) Granting the time off does not create or increase the necessity for making up a shift shortage.
- b) The request for the time off is made not more than 60 (sixty) days in advance of the date requested.

ARTICLE IX: OVERTIME PAY

901 TIME AND ONE-HALF

Employees who are required to work over the normal eight hour day or forty hour week shall be compensated for such time at one and one-half times their normal salary rate, subject to the fifteen minute grace period provided in Section 2.

902 FIFTEEN MINUTE GRACE PERIOD

The City shall not be required to pay an officer for time worked over his/her eight hour day if such period does not exceed fifteen minutes. Overtime shall be paid in increments of quarter hours according to the following scale:

- a. 0 -15 minutes overtime - no pay
- b. 16-30 minutes overtime - pay for one-half hour, at the rate of time and one-half
- c. 31-45 minutes overtime - pay at the rate of time and one-half for three quarters of an hour.
- d. 46-60 minutes overtime - pay at the rate of time and one-half for one hour.

903 ADDITIONAL SHIFT MANPOWER

An employee working overtime for the purpose of adding additional employees to a shift shall be paid for the time worked at the rate of one and one-half times his/her prevailing hourly rate, with a minimum of three (3) hours.

903.1 The minimum hours of overtime pay described in section 903 shall not be paid when overtime work overlaps the start, or end, of an employee's scheduled work shift.

904 COURT TIME

Court time outside of regular work hours to be paid at time and one-half, with a minimum of two (2) hours for Berkley's Primary District Court. All other Courts including Circuit Court shall be paid at time and one-half with a minimum of three (3) hours. A minimum of three (3) hours will also be paid for appearances, when so directed by the City, before the Probate Court, Driver's License Appeal Board, Michigan Liquor Control Commission, and State or Federal Parole Hearings.

904.1 Personal auto expense reimbursement from city hall to and from out-of-town appearances as specified in Section 904 of this article shall be paid at the rate of \$0.24 per mile.

905 COMPENSATORY TIME OFF

An employee may accumulate up to one hundred fifty (150) hours of overtime work as compensatory time. Such compensatory time may be taken off upon approval of the Shift Commander at those times when it would not necessitate making up shift shortage. Overtime work at time and one-half rates may be accumulated as compensatory time at time and one-half. Anything in excess of hundred fifty (150) hours shall be paid at time and one-half.

905.1 Accumulated compensatory time may not be bought back at any time, other than when an employee retires.

906 REQUIRED SCHOOL ATTENDANCE

An employee required to attend school outside of in-service training will not be required to work his/her regular shift during the school day.

906.1 All in-service schools required within the department will be paid at the rate of one and one-half times the employees prevailing hourly rate, or the employee may elect compensatory time as described in Section 905 of this Article at the rate of 1.5 hours of compensatory hours for each hour in attendance at the in-service school.

907 ROTATION OF OVERTIME

Overtime for purposes of filling a shift shortage, created by the absence of an officer from work who is either a member of this bargaining unit or the patrol officers' bargaining unit, which has been approved pursuant to the authority of the Public Safety Director to make, or delegate, such determinations, shall be assigned based upon the following selection order:

- a. Rotating list voluntary assignment of an officer from the short shift.
- b. Rotating list voluntary assignment of an officer from the shift that precedes the short shift.
- c. Rotating list voluntary assignment of an officer from the shift that follows the short shift.

CITY OF BERKLEY
BERKLEY PUBLIC SAFETY COMMAND OFFICERS ASSOCIATION

907.1 Directed, non-voluntary, assignment of the officer with the least seniority based upon date of hire. The low seniority employee will be excused if on leave for illness or disability, on emergency or bereavement leave, or on annual leave.

907.2 If the low seniority employee is excused, or is not excused, but is otherwise unavailable, the next lowest seniority employee shall then be considered the low seniority employee for purposes of assignment of the overtime work and being excused. This procedure shall be followed, working in reverse seniority, until an employee is assigned and works the overtime.

907.3 The selection and assignment system described in Section 907 -907.2 shall not apply in any other situation where overtime may be necessitated, including, but not limited to:

- a. Call-backs, early report for duty, working beyond shift change, special events and similar conditions.
- b. Non-patrol sections of the department.

908 REQUIRED OVERTIME ON DAY OFF

908.1 Any employee required to work on his/her regularly scheduled day off shall be paid at the rate of one and one-half times his/her prevailing hourly rate.

ARTICLE X: SICK LEAVE

1000 MONTHLY SICK LEAVE EARNED

Sick leave shall be earned at the rate of eight (8) working hours per month.

1001 EVIDENCE OF ILLNESS-TRADING

Granting of sick leave for more than three (3) working days without the necessity of evidence shall be prohibited. Evidence shall consist of a doctor or hospital statement showing illness. No trading of sick leave hours shall be allowed for any reason unless approved by the Public Safety Director and the City Manager in cases where the illness is non-duty and extreme in nature, and no overtime is created.

1002 NOTIFICATION OF SHIFT COMMANDER

To be eligible for sick leave, the employee must notify the Commander of the preceding shift prior to normal reporting time.

1003 SICK LEAVE ACCUMULATION BUY-BACK

Upon retirement, an employee shall be paid wages for all accumulated sick leave up to and including 320 hours at one-fourth (1/4) his/her normal salary rate; for all accumulated sick leave between 320 hours and 600 hours, he/she shall be paid at one-half (1/2) his/her normal salary rate; for all accumulated sick leave between 600 hours and 960 hours, he/she shall be paid at three quarters (3/4) his/her normal salary rate.

CITY OF BERKLEY
BERKLEY PUBLIC SAFETY COMMAND OFFICERS ASSOCIATION

1003.1 On the first pay period after July 1, each year, an employee shall be paid wages annually at his/her prevailing rate, equal to 100% of all accumulated sick leave held by that employee in excess of 120 days (960 hours).

1004 BEREAVEMENT LEAVE

Three (3) days, non-chargeable emergency leave will be granted for death in the immediate family. The immediate family in this case shall include spouse, children, father, mother, father-in-law, mother-in-law, brothers, sisters, brothers-in-law, sisters-in-law, grandparents, spouse's grandparents and grandchildren. In addition an employee may use three (3) days sick leave for death in the immediate family.

1004.1 Emergency leave for death in the family shall be used only for purposes clearly related to the circumstances for which the absence is granted.

1005 FAMILY ILLNESS/INJURY LEAVE

Sick leave may be used for absence due to serious illness or injury in the immediate family. Such absence shall not exceed three (3) days a year. The immediate family, for the purpose of interpreting this section shall consist of spouse, father, mother, brothers, sisters, grandchildren and children.

1005.1 The City and the Association recognize their respective rights and obligations pursuant to the terms of the Family and Medical Leave Act of 1993 PL 103-3 (FMLA) and implementing regulations.

1005.2 For purposes of interpretation, an employee's accrued compensatory time off hours and accrued holiday time off hours shall be considered as personal leave for purposes of substitution for unpaid leave under the FMLA taken pursuant to subparagraph (A), (B), (C) or (D) of subsection (a)(1) of the FMLA Act. Unpaid FMLA leave will be granted for the remaining balance of time off to which the employee is entitled under the FMLA Act after all paid time off which an employee has accrued is exhausted.

1005.3 When paid leave is substituted for unpaid leave as provided under FMLA and section 1005.2 of this agreement, available accumulated time to the employee's credit shall be used and exhausted in the following order; compensatory time, personal days, annual leave, sick leave and holiday time. When time off is for the employee's own serious health condition, available sick leave shall be used and exhausted first then followed by compensatory time, personal days, annual leave and holiday time

1006 USE OF SICK LEAVE

An employee may draw his/her sick leave credit for the following:

1006.1 Bona fide personal illness or injury. If the employee claims illness, the City shall have the right, subject to the grievance procedure, to withhold payment unless a doctor's note is presented to the Public Safety Director.

1006.2 A maximum of three (3) days a year when attendance is necessary in emergencies involving members of the immediate family as outlined in Section 7 above.

1007 RECORDS PROVIDED BY CITY

At the close of each calendar year, the City shall provide a list to the Association indicating the number of sick days accumulated during the past year, and the total number of days accumulated since the date of each employee's employment.

ARTICLE XI: ANNUAL LEAVE

1101 ANNUAL LEAVE CREDITS EARNED

Annual leave credits must be earned before taken. An employee shall earn annual leave credits on the following basis:

Consecutive Months of Service	Leave Hours Per Month	Leave Hours One Time Only
0 - 60	8.00	
At 60 Add		40 Winter
61 - 120	10.50	
At 120 Add		40 Winter
121 - 180	14.00	
At 180 Add		40 Winter
181 - 240	16.00	
At 240 Add		40 Winter
241 - +	18.00	

1102 SUMMER/WINTER LEAVE DATES

Summer leave shall be taken between April 1 and September 30. Winter leave shall be taken between October 1 and March 31. The date of summer leave may be waived upon approval of the Director, but shall not conflict with previously scheduled winter leave.

1103 SELECTION OF LEAVE DATES

Priority of selection of annual leave periods shall be determined within each individual shift on the basis of rank first, and then seniority within rank. Dates requested for annual leave shall be submitted prior to the following scheduled dates or choice privileges shall be lost. Choices shall be final with employees losing choice priority by taking their pick after all other employees have been scheduled.

Rank	Summer Vacation	Winter Vacation
Lieutenant	March 1	September 1
Sergeant	March 7	September 7
Patrolmen	March 15	September 15

1103.1 Annual leave of two consecutive work days or less shall not be granted if the absence of the employee requesting the leave would create or increase the necessity for making up a shift shortage.

1103.2 Scheduled annual leave of two consecutive days or less may not be canceled in order to avoid filling a shift shortage caused by another employee calling in sick on the scheduled day(s).

1104 BUY-BACK AT SEPARATION OR DEATH

Upon separation from service, an employee shall be paid for his/her earned annual leave at his/her prevailing hourly rate. In the event of death, the employee's beneficiary, if designated, or his/her estate shall be paid the accumulated annual leave pay.

1105 MAXIMUM ACCUMULATION AND BUY-BACK

Annual leave may be accumulated to a total number of hours equal to the product of the employee's current rate of hours credited per month times twelve (12), plus one hundred (100) hours.

1105.1 The City, during the month of March, shall buy back an employee's annual leave hours accumulated in excess of the total hours specified in Section 1105 at the employee's then current hourly rate. After July 1, 1996 the buyback shall be made only for hours accumulated in excess of the maximum as a result of the employee being unable to use scheduled annual leave for reasons solely attributable to the City.

1106 HOURS EARNED CREDITED AT END OF MONTH

Annual leave hours shall be credited as of the last day of each full month of employment. For purposes of interpreting this Section only, a full month shall be considered to have been worked when a new employee's first day of duty falls on or before the fifteenth of the month, and when an employee's separation occurs on or after the sixteenth of the month.

ARTICLE XII: PROMOTIONS

1201 APPLICATIONS, TESTS, POSTING

When there is a permanent vacancy in rank, excepting in cases of combination of administrative offices and reductions of personnel for reasons of economy or efficiency, the position shall be posted within ten (10) days following the occurrence of the vacancy, along with a list of those employees eligible for appointment who shall be given five (5) working days time to apply for such vacancy.

1201.1 The City Manager will consider and evaluate all applications on the basis of ability and qualifications to be ascertained by advisory written examinations as provided by the Michigan Municipal League, oral examinations and other professionally developed emotional stability tests when deemed appropriate by the City Manager.

1201.2 At such time as the City Manager may determine to fill the position of Deputy Director from among the members of the bargaining unit, the position shall be posted for a period of five (5) working days. Any member of the bargaining unit may submit an application pursuant to a written procedure or method established by the City Manager at the time of the posting. The City Manager will consider and evaluate all applicants on the basis of ability and qualifications and may engage the assistance of individuals or organization in the review process. The City Manager shall exercise sole discretion in selecting and appointing the applicant best qualified for the position. The City Manager may also determine that none of the applicants possess sufficient ability and qualifications at that time and consequently to make no appointment.

1202 WRITTEN EXAMINATION

The Association shall be provided the opportunity to have a monitor at the giving of written examination. A description of the subject matter to be covered shall be made available at least thirty (30) days prior to the examination.

1203 ORAL EXAMINATIONS

The oral examination shall be conducted by a Board of Officers which shall be of a rank equal to or greater than the rank to be filled, one of whom shall be appointed by the Association, one by the City, with the third being appointed by the other two. The Association representative shall be paid by the Association.

1204 ELIGIBILITY

Eligibility shall include all employees below the rank of Lieutenant who have completed three (3) years of service in the Department in the rank below that in which the vacancy exists. For this purpose, the rank of Detective shall be considered equivalent in rank to Public Safety Officer.

1205 PRIOR ELIGIBLE LIST

Whenever examinations are conducted to fill a position by promotion, the City shall consider the names on the eligible list remaining after awarding the promotion for a period of one year from the date of the examination.

1206 WEIGHTS GIVEN EXAMINATIONS

Weights applied to the written and oral examinations:

- | | |
|---------------------|------|
| a. Written | 60% |
| b. Oral | 40% |
| c. Mental Stability | Pass |

1206.1 Applicants to pass both the written and oral examinations with a minimum of 70% for each part of the examination before becoming eligible for promotion. In case of equal scores, service and experience in the department shall govern. The City will inform an applicant of his/her own examination scores if the applicant so requests in writing.

1207 TEMPORARY APPOINTMENT

A promotional vacancy may be filled by the City on a temporary basis for up to 180 days. The temporary promotion may be made at any time. It shall expire whenever any of the following events first occurs:

- a. The regular promotional appointment is made.
- b. The time limit for making promotions, (specified elsewhere in the article), expires.

1208 PROBATIONARY PERIOD

Upon being awarded the promotion, the employee shall be deemed to be on probation in the higher position for a period of time as follows:

- | | |
|---------------|---------------|
| a) Sergeant | Twelve Months |
| b) Lieutenant | Six Months |

1208.1 If the employee is disqualified within the probationary period, the employee shall return to the position held immediately prior to the promotion. Otherwise, upon completion of his/her probationary period his/her retention in the higher position shall be equivalent to receiving regular employment in the higher position.

1209 TIME LIMITS FOR PROMOTION PROCEDURES

The City shall not unreasonably delay the procedures described in this Article for filling promotional vacancies. Excepting delays caused by factors outside the control of the City, promotions shall be completed within 180 days following the occurrence of the vacancy.

ARTICLE XIII: SENIORITY

1301 SENIORITY DATE - PROBATIONARY PERIOD

Seniority within rank of an employee shall begin as of the day the employee commences receiving pay for service in that rank.

1301.1 If an employee does not complete probation for a rank and is returned to a lower rank within the bargaining unit covered by this agreement, the employee's seniority within the lower rank shall continue without interruption as if the promotion had not occurred.

1301.2 If an employee does not complete probation for a rank and is returned to a position in a bargaining unit that is not covered by this agreement, the employee's seniority shall be determined by the provisions of the agreement with the bargaining unit to which the employee returns.

1302 RECORDS PROVIDED BY CITY

A seniority list of all employees shall be furnished the Association by the City once a year. An employee's standing on said list will be final unless protested to the City not later than sixty (60) calendar days after the list has been furnished the Association.

1303 SENIORITY RIGHTS

An employee's seniority shall entitle him/her only to such rights as are expressly provided for in this Agreement.

1304 TERMINATION OF SENIORITY

An employee's seniority and employment shall terminate if:

- a. The employee quits
- b. The employee is discharged, and the discharge is not reversed through the grievance procedures provided in this contract,
- c. The employee is retired
- d. The employee is laid off for a continuous period of four (4) years or his/her length of seniority, whichever is less
- e. The employee falsified pertinent information on his/her application for employment.

1305 RECALL FROM LAYOFF

When the working force is increased after a layoff, notice of recall shall be sent to the employee by registered or certified mail at his/her last known address as supplied by the Association. If an employee fails to report to work within ten (10) days from the date of mailing of the notice of recall, he/she shall be considered to have voluntarily left the employment of the City.

ARTICLE XIV: INSURANCE

1401 HOSPITALIZATION INSURANCE

The Hospitalization plan for the employee and family, which shall include probationary officers.

1401.1 March 1, 2011 or soon thereafter, the City shall only assume the cost of Blue Preferred prescription drug coverage benefit for employee and family, as dispensed by a network pharmacy, less co-pay amounts of \$5 for generic drugs, \$40 for brand name formulary drugs and \$80 for brand name non-formulary drugs (as defined by the coverage provider for all drugs) triple tiered co-pay program with prior authorization if required. This coverage also includes a mail order drug program MOPD 2x drug rider.

1401.2 For the period before the implantation of the plan outlined in Section 1401 March 1, 2011 or soon thereafter, the City shall assume only the cost of BC-BS Community Blue Preferred Provider Organization (PPO) Customized Plan Number Three (3) service delivery coverage in place of the benefits described in Section 1401 and 1401.2 of this article.

CITY OF BERKLEY
BERKLEY PUBLIC SAFETY COMMAND OFFICERS ASSOCIATION

1401.3 Effective January 1, 2016 or soon thereafter, the City shall assume only the cost of BC-BS Community Blue Preferred Provider Organization (PPO) Customized Plan Number Four (4). The benefits are outlined in the attached Benefits at a Glance. The City shall opt-out of Employee Premium sharing as defined in State of Michigan PA 152 and as outlined in section 1906.2 of this agreement.

1401.4 The City may purchase medical and hospitalization coverage from an insurance carrier other than Blue Cross-Blue Shield provided the coverage remains equivalent or better than the current coverage with Blue Cross, and further provided that said new coverage will be purchased from a nationally recognized insurance carrier. The City will give the Association advance notice of any change and opportunity for response prior to instituting any change in coverage.

1401.5 Effective 7/1/2009, the Union and City agree to institute with the current insurance carrier an aggressive pursue and then pay method of paying health care claims as defined by the City's insurance carrier. All employees and beneficiaries must abide by all requests of the insurance carrier to verify coverage requests.

1401.6 Effective 7/1/2007, the City will provide sponsored dependent health care coverage with 100% of the monthly cost to be borne by the employee and paid by the employee monthly via payroll deduction.

1401.7 The City will comply with all provisions of the Patient Protection and Affordable Care Act {Public Law 111-148 of the 111th Congress, 42 U.S.C. 18001}. As such, Health Insurance Plans may be subject to change in order to remain in compliance with same and avoid penalties. The City may reopen the Collective Bargaining Agreement to address Patient Protection and Affordable Care Act Issues. The City may only reopen the Collective Bargaining Agreement to address new mandates associated with the Patient Protection and Affordable Care Act Issues.

1402 LIFE INSURANCE

The City shall provide Fifty thousand Dollars (\$50,000) in life insurance payable to designated beneficiary upon death of an employee while on or off duty.

1402.1 The City shall provide Seventy thousand Dollars (\$70,000) in accidental death and dismemberment insurance payable to designated beneficiary upon death of an employee while on or off duty.

1403 DENTAL INSURANCE

The City shall provide dental care insurance for each employee and the employee's spouse and dependent children as herein further provided.

CITY OF BERKLEY
BERKLEY PUBLIC SAFETY COMMAND OFFICERS ASSOCIATION

1403.1 The dental care insurance policy purchased by the City shall provide the following typical services:

Service Benefit Class	Percent of Dentists Fee Paid By:	
	Insurance	Employee
Class I	100%	0%
Class II	80%	20%
Class III	50%	50%
Orthodontia	50%*	50%

**Up to a lifetime maximum \$600.*

1403.2 The cost of the dental insurance shall be assumed by the City.

1403.3 Applicable reimbursements to bargaining unit members or payments made by bargaining unit members shall be based upon the reasonable and customary cost as determined by the third party administrator for said service. Should a dispute arise regarding said amount, the City will advise the plan administrator to re-evaluate what is reasonable and customary.

1404 PHYSICAL EXAMS

The City will inform an employee, who so requests in writing, of his/her own results from any health examination required to be taken by the City. This section shall not be construed as to be binding upon the City with respect to health examinations ordered by the Board of the Police-Fire Pension System.

1405 OPTICAL INSURANCE

The City shall provide an optical care program for each employee and the employee's spouse and dependent children as herein further provided.

1405.1 The optical care program shall consist of a reimbursement by the City up to a maximum amount shown in the following schedule in a twenty-four (24) month period for each covered individual described below:

a)	Effective July 1, 2003	\$300.00
b)	Effective July 1, 2009	\$350.00

1405.2 The maximum reimbursement amount shall be based upon the schedule in effect on the date of the first reimbursable service for a covered employee or dependent in each twenty-four (24) month period.

1405.3 Reimbursements described in Section 1405.1 shall be for the following described services:

- a. Eye examinations by a person licensed by the State of Michigan to perform same.
- b. Prescription lenses and frames.
- c. Prescription contact lenses.
- d. LASIK, LASEK, and Photorefractive keratectomy (PRK) only.

1405.4 Reimbursement shall be based upon paid receipts submitted to the City for services or products described in Sections 1405.3.

1406 CONSOLIDATION OF MARRIED EMPLOYEES COVERAGE'S

The City shall make an annual shared expense savings payment to employees covered under this agreement who choose not to be enrolled under the health and prescription benefit programs described in this article because they are covered under a similar program with their spouse.

1406.1 The payment amount shall be equal to 40% of the annual actual cash savings to the City in reduced premium expense.

1406.2 Payments shall be computed and paid once per year in July, for the prior year ending June 30th. The payment shall be adjusted/prorated if an employee's coverage status changes during the year, including the start or termination of employment.

1406.3 In order to be eligible for health care opt-out, the employee requesting the opt-out must have health care coverage and be covered by an entity other than the City of Berkley. Further, no payout will be made if both spouses are employed by the City of Berkley or if one of them received healthcare as a City of Berkley retiree.

1406.4 If the employee wishes to opt back into the City health care program after opting out; the employee must wait until the City's open enrollment period to opt back into the City health care program. The employee will not have to wait for the open enrollment period to obtain City health insurance if there is a HIPPA qualifying event. A federal COBRA notice or documentation that the employer providing health insurance coverage is out of business or other documentation as determined by the City shall be required to prove that the prior health insurance has been eliminated or other qualifying event has occurred in order to place the employee and if applicable, dependents, back on the City's health insurance.

ARTICLE XV: UNIFORMS

1501 UNIFORM ALLOWANCE

The City shall provide all uniforms required to be worn by the uniformed employees. In order to defray the expenses of cleaning and laundering the public safety officer's uniform or clothing and related equipment, the City will pay each uniformed and non-uniformed officer a yearly allowance as shown on the following schedule. The allowance shall be paid in two equal installments during the first five (5) workdays of July and January.

2015-16	\$600
2016-17	\$600
2017-18	\$600

1503 PROPERTY REPLACEMENT

The City will repair or replace any items broken or damaged, not through the negligence of the employee in the line of duty (such as watches, glasses, etc.).

1504 WORK SHOES

The City shall provide up to two (2) pairs of work shoes to each Command Officer each fiscal year upon the request of the Officer

ARTICLE XVI: PENSION-RETIREMENT

1601 ACT 345 PENSIONS

An employee covered by this agreement shall be sustained in a pension fund as a member of the Berkley Public Safety Pension System as set forth in Public Act 345 of 1937 as amended to date, and as modified in this agreement.

1601.1 Members of the bargaining unit are excused from contributing, a portion of their salary to the retirement system as would otherwise be required by section 9(1) of Act 345 effective August 18, 2003.

1601.2 Pursuant to Section 6 (1)(f), of P.A. 345 "Average Final Compensation," shall mean the average of the 3 years of highest annual compensation received by a member during his/her 10 years of service immediately preceding his/her retirement or leaving service. A lump sum payment at retirement of the balance of compensatory overtime hours accumulated pursuant to Section 905 shall be excluded from the computation of Average Final Compensation.

1601.3 Average Final Compensation is defined as: The total amount of hours included in the average base wage calculation is 2080 hours per year multiplied by the applicable wage rate. (Maximum hours for three consecutive years 6,240) Holiday buyback actually paid within the three highest consecutive years of earnings. Sick leave buyback actually paid within the three highest consecutive years of earnings. Longevity actually paid within the three highest consecutive years of earnings. Also included shall be: Holiday buyback paid at retirement as severance. Sick leave paid over 960 hours that is paid at severance. Up to 288 hours of sick leave paid at severance. All vacation leave paid at retirement as severance. Pro-rated longevity paid at retirement as severance. Incentive pay to retire when paid to the employee.

- a) Balance of personal leave available at retirement must be used. However, special circumstances that prevent the use of personal leave and to be included in AFC will be decided by the City Manager. Retro-active wages paid to an employee shall be included as compensation in the actual year paid.
- b) All values are added together in one calculation and then divided by three (3) (years) to determine Average Final Compensation.

CITY OF BERKLEY
BERKLEY PUBLIC SAFETY COMMAND OFFICERS ASSOCIATION

1601.4 Pursuant to Section 6 (1)(g), of P.A. 345, a member may elect to obtain employment length of service credit for active military service to the United States Government consistent with the terms and conditions as set forth in the Act.

1601.5 A member may elect to obtain length of service credit for full time prior service as a firefighter, or as a sworn police officer or employee of a law enforcement agency (only as dispatcher, aide, cadet, animal control or code enforcement) or a correctional or criminal justice agency in the United States (excluding military service). In order to receive credit, the member shall pay to the retirement system an amount computed in the same manner as provided in Section 6(1) (g) of P.A. 345 for military service credit.

1601.6 For purposes of Section 1601.4 and 1601.5, a member may obtain service credit for only such service as is not and will not be recognized for the purpose of obtaining or increasing a benefit under another retirement system. A member may qualify prior service by making an irrevocable forfeiture of all rights in and to the actual or potential benefit from the other retirement system.

1601.7 Qualifying military service credit must be obtained by the member before qualifying employment service. Not more than a combined total of six years of qualifying military or employment service credit may be obtained by a member.

1601.8 The Retirement Board shall credit a member with not more than 4 years of generic credited service subject to the following conditions:

- a. The member shall pay to the retirement system an actuarially determined amount in consideration for the additional credited service. The required payment shall be the difference between the actuarial present value of the potential benefits, after crediting the specified amount of credited service less the actuarial present value of potential benefits, prior to crediting the specified amount of credited service. The actuarial present value of potential benefits shall be calculated using the earliest retirement date assumption and the experience assumptions used for the annual actuarial valuation. The payment shall be credited to the member's individual account in the reserve for employee contributions.
- b. Service purchased under this section shall not be: (a) Credited until the member attains the vesting requirement in effect for the participating municipality or court; or (b) used to satisfy the minimum years of credited service required to be a vested former member in the event of termination of membership.

1601.9 Pursuant to Section 6 (1) e, of P.A. 345, the percentage of average final compensation used to compute a retirement pension shall be 2.8% for the first 25 years of credited service and 1.0% for any years or fractions of years for credited service in excess of 25 years effective February 18, 2004. Effective 7/1/2013, a new member to the bargaining unit will receive whatever pension multiplier provision that was provided to them in the PSO bargaining agreement.

CITY OF BERKLEY
BERKLEY PUBLIC SAFETY COMMAND OFFICERS ASSOCIATION

1601.10 A retirement pension computed pursuant to Section 1601.9 of this Article shall be reduced, if necessary, in sufficient amount so that it shall not exceed 85% of the highest average base wage for any 12 consecutive months during the 36 consecutive months immediately preceding the final day of any employment with the City which increases the employee's credited service for pension purposes.

1601.11 Sections 1601.9, and 1601.10 above, shall only apply to those employees who retire on or after July 1, 1988 and shall not be cause for adjustment of: (1) retirement pensions currently being paid, or (2) vested deferred pensions arising from employment terminations occurring prior to July 1, 1988.

1601.12 Pursuant to Section 6d, of P.A. 345, the City may from time to time consider and adopt benefit programs providing for post retirement adjustments increasing retirement benefits.

1601.13 The full amount of a monthly pension payment that would otherwise be payable, shall be paid for the month in which a retirant, or surviving spouse, dies and shall not be proportioned to the date of death.

1601.14 The benefit payable to any surviving spouse of a retirant, who selected an Option II (50%) survivor benefit before July 1, 1975, shall be computed, or re-computed, as a regular 60% survivor benefit as provided in Section 6h of P.A. 345. No retroactive or partial month adjustments shall be made in payments presently being made to a retirant or surviving spouse as a result of the adoption of this Section. Any payments which heretofore may have been paid in error at 60% to a surviving spouse are hereby ratified and no collection of excess benefits shall be required.

1601.15 An employee who terminates City employment and elects a vested retirement benefit pursuant to Section 6 (1) (d) of Public Act 345, and the spouse or surviving spouse of such an employee, shall be eligible only for the retirement pension specifically provided pursuant to Sections 6 (1) (d) and 6 (1) (e) of Public Act 345 and is not eligible at any time for any other benefit or program provided under the terms of this agreement.

1601.16 Effective July 1, 1992 Pursuant to Section 6/(1)(a) of P.A. 345 a member under age 50 who has 25 or more years of credited service may leave the service and receive the full retirement benefits payable as provided in Section 6/(1)(e).

1601.17 Except in cases of disability retirement an employee who gives at least 90 days written notice of voluntary retirement or other separation from employment shall receive a one-time payment equal to one-half percent (0.5%) of his/her annual wage (Schedule A) at the time that the retirement or separation occurs. The payment amount shall increase proportionately to a maximum of one percent (1.0%) for notice given between 90 days and 180 days.

1601.18 At retirement, a member of this bargaining unit may select an additional optional benefit known as the "annuity withdrawal option," which shall be the actuarial equivalent of the benefits normally payable under the plan and further subject to the following terms and conditions:

CITY OF BERKLEY
BERKLEY PUBLIC SAFETY COMMAND OFFICERS ASSOCIATION

- a. The annuity withdrawal option is an option that allows an eligible member to elect to receive his or her accumulated contributions in a single lump sum payment upon regular retirement under § 6(1) (a) of Act 345 and thereby forfeit the portion of his or her retirement benefits financed thereby, including that portion of any automatic surviving spouse coverage, or option I, or option II, or other optional form.
- b. The actuarial present value of the remaining periodic lifetime retirement benefit after the payment of the annuity withdrawal (actuarially equivalent benefit) shall be computed using the investment, income and mortality assumptions employed by the retirement system for the purposes of its actuarial valuations at the time this option is effective for the member.
- c. The annuity withdrawal option itself, or in combination with any other optional form of retirement benefit available under the retirement system, may be elected by the member only if the actuary appointed by the retirement board certifies that the benefit, or combination of benefits, in its opinion, will not likely result in an unavoidable increase in the cost of the retirement system to the City.

1601.19 A formal request for the annuity withdrawal option shall be made on a form provided and approved by the retirement board which must be executed by both the eligible member and his or her spouse, if any, and must be witnessed. In addition to such other information as the retirement board may require, the form shall include an estimate prepared by the actuary of the amount of the annuity withdrawal lump sum payment and also the amount of the member's regular retirement benefit payable after taking into consideration the effect of the annuity withdrawal payment and the certification required pursuant to section 1601.18C. The Retirement board may establish, and from time to time amend, uniform rules requiring the member to pay all, or part, of any fee charged by the actuary to prepare the estimate.

1601.20 After the annuity withdrawal request form has been executed and accepted by the retirement board it may not be modified or rescinded without the written consent of the retirement board, which consent shall not be given if it would be detrimental to the retirement system.

1601.21 Any and all consequences to the member and his or her spouse resulting from the election of the annuity withdrawal option, including, but not limited to income tax consequences, are the sole responsibility of the member. Any and all advice regarding the advisability of electing the annuity withdrawal option, use of the proceeds, or the consequences thereof provided by: members of the retirement board individually or collectively, advisors engaged by the retirement board, or by any City employee or City official shall be construed as informal and not based on any level of professional expertise. A member and his or her spouse who acts on such advice does so solely and completely at his or her own risk.

1601.22 The retirement board may establish forms and procedures not inconsistent with the provisions herein for the efficient administration of the annuity withdrawal option and to protect the interests of the pension system.

1602 INSURANCE FOR RETIREES

For retired members of the Public Safety Department who are receiving regular retirement or disability pension payments pursuant to the provisions of the City of Berkley Policemen and Firemen Retirement System shall be eligible to receive hospitalization and life insurance coverage while said retirement payments continue to be paid to the employee or the employee's surviving spouse if the member was hired prior to July 1, 2008.

1602.1 A retired former employee who was hired prior to July 1, 2008 and who has used generic credited service, as 11 seq., to establish the minimum credited service necessary to retire, shall reimburse the City by means of deduction from his or her monthly pension for any health, dental, or optical care premiums or expenses which are attributable to, or provided coverage for, the first period of months of retirement equal to the number of months of generic credited service that used to establish retirement eligibility.

1602.2 Life Insurance shall be in the amount of \$30,000 from the date of retirement until the date the retiree becomes 65 years old regardless when the employee was hired or retired.

1602.3 At age 65 and above, life insurance shall be in the amount of \$30,000 provided this coverage level is available from the carrier without additional cost per \$1,000 of coverage. Otherwise coverage shall be \$5,000 regardless when the employee was hired or retired.

1602.4 The City shall assume the full expense of life insurance coverage provided pursuant to sections 1602.2 and 1602.3 regardless when the employee was hired or retired.

1602.5 Health insurance shall be the same as that provided for currently employed members pursuant to Article XIV, Section 1401, to the extent that coverage is available from the insurance company for those who were hired before July 1, 2008. Those who were hired after July 1, 2008 shall not receive retiree health insurance and will instead be covered by a Health Savings Account provisions of the Patrol Agreement and as required by 1602.18 of this Agreement if applicable.

1602.6 For those members who were hired prior to July 1, 2008, the City shall assume the full expense of the hospitalization insurance of the retiree, and the retiree's spouse. The retiree shall be responsible for any remaining portion of the expense not paid by the City. Retiree expenses shall be paid to the City by means of deduction from regular pension payments.

1602.7 For those members who were hired prior to July 1, 2008, dental insurance shall be the same as that provided for currently employed members, Section 3.0, to the extent that coverage is available from the insurance company.

CITY OF BERKLEY
BERKLEY PUBLIC SAFETY COMMAND OFFICERS ASSOCIATION

1602.8 For those members who were hired prior to July 1, 2008, the City shall assume the full expense of the dental insurance of the retiree, and the retiree's spouse. The retiree shall be responsible for any remaining portion of the expense not paid by the City. Retiree expenses shall be paid to the City by means of deduction from regular pension payments.

1602.9 For those members who were hired prior to July 1, 2008, optical insurance shall be the same as that provided for currently employed members pursuant to Article XIV, Section 5.0, to the extent that coverage is available from the insurance company.

1602.10 For those members who were hired prior to July 1, 2008, the City shall assume the full expense of the optical insurance of the retiree and covered dependents.

1602.11 For those employees who were hired prior to July 1, 2008, dental and optical insurance benefits will be limited to persons who have retired on or after July 1, 1984.

1602.12 As to any employees who were hired prior to July 1, 2008, the following Section 1602.13 shall apply which shall supersede and replace any conflicting language in this agreement.

1602.13 For those employees who were hired prior to July 1, 2008 where available, the City may replace traditional coverage with the PPO form of coverage as described in Article XIV, Section 1401.2. The provisions of Article XIV, Section 1401.3 shall apply if a retired employee does not wish to participate in the PPO form of coverage and desires coverage under the traditional form of BC-BS coverage.

1602.14 For those employees who were hired prior to July 1, 2008, benefits paid by the City under Sections 1602.2 through 1602.3 of this Article XVI, for coverage's afforded a "spouse" or "surviving spouse" are limited only to those persons who are, or were, married to an employee covered under this agreement as of the employee's last day of employment with the City prior to terminating employment and immediately commencing receipt of the retirement benefits of the pension system described in Section 1601.1 of this Article.

1602.15 For those employees hired prior to July 1, 2008, a person who marries a former employee, or the surviving spouse of a former employee after the employee commenced retirement shall be eligible, if accepted by the provider, to receive the same coverage as a spouse. The cost of such coverage shall be paid by the former employee or surviving spouse by means of deduction from regular pension payments.

1602.16 MEDICARE COMPLIMENTARY COVERAGE - For those employees hired prior to July 1, 2008, when any Public Safety Officer retiree or their beneficiary turns age 65, the City of Berkley will place the Public Safety Officer retiree or beneficiary on the City's complimentary health care coverage. The Public Safety Officer retiree and beneficiary at age 65 must also apply for and receive Medicare Part B health care coverage from the Federal Government. The retiree and beneficiary must submit a copy of their Medicare card highlighting said coverage to the City for verification. If the Public Safety Officer retiree and beneficiary prove they are not Medicare Part B eligible, the City will maintain their health care coverage at the same level of benefit prior to turning age of 65.

1602.17 SPONSORED DEPENDENT - Effective 7/1/2007, For those employees who were hired prior to July 1, 2008, the City will provide sponsored dependent health care coverage with 100% of the monthly premium cost to be borne by the retiree or beneficiary and paid monthly via payroll deduction as required by the City as long as the retiree or beneficiary is still receiving a monthly pension benefit.

DEFINED CONTRIBUTION HEALTH CARE PROGRAM

1602.18 All Berkley Public Safety Officer employees hired beginning July 1, 2008 who promote up into the bargaining unit on or after 7/1/2008 will receive those retiree health care benefits which they received in the Public Safety Patrol bargaining unit unless those health care benefits are greater than those provided in the command bargaining unit.

1602.19 Effective September 11, 2015 all newly hired members of the Bargaining Unit shall participate in the City's Retirement Health Care Savings Plan with the following mandatory contribution rates:

Employee Contribution: \$50.00 per month
Employer Contribution: \$100.00 per month

1603 FUNDING OF CERTAIN RETIREMENT EXPENSES

Accumulated sick leave which is paid off at retirement pursuant to Article X, Section 1003 shall be considered an adjunct retirement benefit for state and local law including funding (and mileage) purposes but will not be a formal part of the retirement system trust fund provisions. The retirement system will be merely a funding pass-through relative to this adjunct retirement type benefit.

1603.1 The administration of, and obligations under, Article X, Section 1003 are that of the City and not the retirement system, and will continue to be governed by collective bargaining and applicable state law including the Public Employees Relations Act.

1603.2 This section 1603 through 1603.2 is expressly limited by and will be null and void as to the involvement of the retirement system, but not the City, in the event of any determination by any competent forum with appropriate jurisdiction that this provision, notwithstanding the intent of the City and the Association as described above, adversely affects the qualified status of the retirement system plan.

1604 PENSION BOARD

One member of the retirement board established pursuant to Section 1 of Act 345 of 1937 as amended shall be elected by a majority vote of the employees covered under this agreement. The selected retirement board member shall serve until a replacement is duly elected.

1604.1 If the position on the board elected by members of the Association is vacant for more than forty-five (45) calendar days, the president of the association representing Berkley Public Safety officers may designate one of its members to fill the vacancy temporarily, until a member is duly elected pursuant to Section 1604.

1604.2 The management and operation of the retirement system established under Act 345 of 1937 as amended shall be subject to the provisions of the Act and the rules, procedures, and decisions of the retirement board established pursuant to the Act and are not in any manner subject to the grievance procedure provided in this agreement.

1606 QUALIFIED STATUS OF THE RETIREMENT PLAN

In order to maintain a designation of the retirement plan described in this agreement as a qualified plan pursuant to the requirements of the United States Internal Revenue Code and the administration thereof by the Internal Revenue Service, the Retirement Board may from time to time cause Section 1607 of this agreement to be amended subject to the following conditions:

- a. The attorney appointed by the Retirement Board shall certify in writing, to the Board that the change is necessary, and limited only to those matters that are necessary, to maintain the qualified status of the retirement plan.
- b. The Retirement Board provides written notice of the proposed amendment to the agreement to the City, the Berkley Public Safety Command Officers Association and the Berkley Public Safety Officers Association. The Retirement board shall state in the notice the deadline date for filing written objections which shall not be less than sixty (60) days from the date of the notice unless a legal requirement exists for a shorter time period.

1606.1 That neither the City, the Berkley Public Safety Command Officers Association or the Berkley Public Safety Officers Association files a written objection to the proposed amendment with the Retirement Board prior to the deadline. If any of the three parties does file a written objection, this agreement is not amended and remains for the parties to resolve any issues themselves.

1607 RETIREMENT PLAN PROVISIONS NECESSARY FOR IRC/IRS QUALIFICATION

1607.10etc (as provided by retirement board attorney.)

ARTICLE XVII: WORKER'S COMPENSATION AND INJURY LEAVE

1701 PAYMENTS BY CITY-INSURANCE CARRIER

Each regular full time employee or probationary employee occupying a position of a permanent nature who is unable to work as a result of an injury incurred in the performance of his/her job shall receive pay during such disability as follows:

- a. During the first seven (7) days, the City shall pay the employee his/her basic weekly wage.

- b) After the first seven (7) days, an employee who is eligible for Worker's Compensation Insurance benefits will be paid such benefits directly by the City's insurance carrier. The City will pay an employee eligible for Worker's Compensation benefits the difference between his/her insurance benefit and his/her weekly wage while he/she receives Worker's Compensation benefits. Any such dual payments will not continue beyond twelve (12) months.

- c) If, upon expiration of the twelve (12) months period covered (as noted in sections a and b above), the employee is unable to return to work, the employee may elect to use accumulated sick leave, annual leave, holiday leave, and compensatory time off to supplement the difference between the employee's regular weekly wage and the Worker's Compensation benefits.

1702 ELIGIBILITY FOR PAYMENT

To become eligible for injury leave with pay, an employee must report his/her injury to his/her Shift Commander or his/her immediate Supervisor immediately and make himself available for first aid treatment.

1702.1 No employee shall be entitled to his/her regular compensation for absence from duty on account of injuries, if said injuries were not received while acting in the line of duty. Such absence from duty will be considered as sick leave and will be governed by the rules pertaining to sick leave.

1703 DISABILITY RETIREMENT NOT PRECLUDED

The terms and provisions of this Article shall not be construed as preventing the City from initiating proceedings for the duty disability retirement of an employee at any time that the City determines that the employee may so qualify under the terms of the retirement plan cited in this agreement.

ARTICLE XVIII: PUBLIC SAFETY

1801 STATEMENT OF POLICY

The City and the Association agree that the provision of Police and Firefighting services by means of one integrated uniform Public Safety Service would serve the interests of the residents and taxpayers of the City of Berkley in receiving all City services in the most cost effective manner under current conditions of available technology and financial resources.

1802 PUBLIC SAFETY OFFICER

A Public Safety Officer is an employee who, after receiving the appropriate training in the requisite skills, actively serves the City of Berkley in the concurrent capacity of a professional Police Officer or Firefighter.

1803 PUBLIC SAFETY DEPARTMENT

The City shall develop, implement, effectuate, and operate a Public Safety Department for the provision of Police and Firefighting services.

ARTICLE XIX: PAY, WAGES, AND LONGEVITY

1901 RATES OF PAY

The rates set forth in Schedule "A" shall be effective on July 1, 2015 . The amount of any payment to an employee made pursuant to the provisions of this agreement which the City must report to either the federal or state government for tax purposes will be included and paid on the next following regular city payroll following the scheduled payment date as provided in the relevant section(s) elsewhere in this agreement regarding that payment.

1902 PAY ADVANCES

Pay advances prior to vacation leave or emergency leave must be authorized by the Manager's office.

1903 PAYROLL DEDUCTIONS

No deductions other than those currently being used or specified in this contract shall be mandatory upon the City.

1903.20 The City may make deductions from the pay of an employee:

- a. As required by a judicial mandate;
- b. To correct an administrative error, which has resulted in an employee being overpaid.

1904 PAYDAY ON HOLIDAY

A payday falling on a Holiday shall be paid during the preceding regular working day.

1905 INCREMENTAL SCALE BETWEEN RANKS

The salaries reflected in Exhibit "A" are based upon the following incremental pay ratio between ranks:

Sergeant to Public Safety Officer	1.140
Lieutenant to Public Safety Officer	1.250

Effective July 1, 2017 Sergeant to PSO pay ratio will change from 1.140 to 1.150.

1905.1 The ratios expressed in Section 1905 shall be computed for employee wages for like Public Safety status definitions as described in Section 1906 of this Article.

1906 PUBLIC SAFETY SERVICES WAGES

For purposes of identifying the levels of compensation on Schedule "A" associated with the various levels of Public Safety training and services, the following Public Safety status definitions will be used:

1906.1 PS-II Employees who are trained and serve in a law enforcement and fire fighting capacity as the situation at hand requires.

1906.2 The Parties agree that either party may reopen the collective bargaining agreement for wages and healthcare only for the contract year beginning on July 1, 2017 by providing the other party with written notice prior to December 1, 2016. Should either party reopen the collective bargaining agreement on either issue, both issues will be opened for the contract year.

ARTICLE XX: SEPARABILITY AND SAVINGS

2000 SEPARABILITY

If any provisions of this agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement, or the application of such provisions to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

2000.1 In the event that any provision is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby, shall enter into immediate collective bargaining negotiations, upon the request of the Association and/or the City for the purpose of arriving at a mutually satisfactory replacement for such provision during the period of invalidity or restraint.

ARTICLE XXI: EFFECTIVE DATE

2100 Agreement Effective Date

Except as may be more specifically provided in other sections of this agreement, this agreement shall take effect July 1, 2015 at 12:01 AM, , and shall continue in effect until midnight of June 30, 2018 .

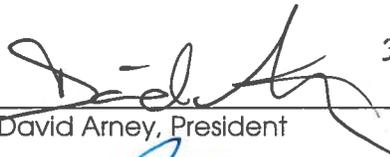
CITY OF BERKLEY
BERKLEY PUBLIC SAFETY COMMAND OFFICERS ASSOCIATION

2100.1 In the event that ratification by both parties occurs later than the effective date specified in Section 2100 of this Article, the provisions of this agreement respecting increased wages shall be retroactive to the effective date for only those Command officers who are still employed with the City of Berkley at the time of contract ratification by the Union which was November 16, 2015 and shall be paid with the next regular payroll. Changes in health and welfare benefits will become effective as specified in the agreement or upon the completed ratification of this successor agreement by both parties and completion of necessary arrangements with insurance companies or similar organizations.

2100.2 In witness whereof, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement on July 29, 2015.

FOR THE ASSOCIATION:

BERKLEY PUBLIC SAFETY COMMAND OFFICERS
ASSOCIATION

 3/23/17

David Arney, President

 _____
Corey Miller, Vice President

 23

Andrew Hatfield, Treasurer

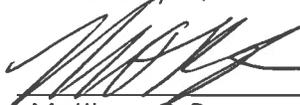
 _____
Scott Blackwell, Labor Representative
Police Officers Labor Council

FOR THE CITY:

CITY OF BERKLEY,
MICHIGAN

 3/30/17

Phil O'Dwyer, MAYOR

 3/30/17

Matthew C. Baumgarten, City Manager

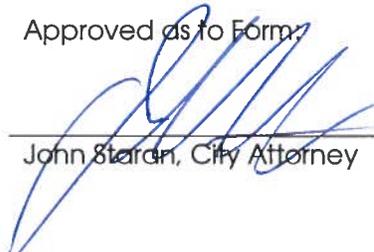
 4/13/17

Richard Eshman, Public Safety Director

Attest:  4/13/17

Annette Boucher, City Clerk

Approved as to Form:

 4/13/17

John Staron, City Attorney

SCHEDULE "A"

CITY OF BERKLEY
BERKLEY PUBLIC SAFETY COMMAND OFFICERS ASSOCIATION

SCHEDULE 'A'

JULY 1, 2015 TO NOVEMBER 15, 2015:

SERGEANT	\$71,695	0.0%	1.1400
LIEUTENANT	\$78,613	0.0%	1.2500
DEPUTY DIRECTOR	\$79,761	0.0%	

NOVEMBER 16, 2015 TO JUNE 30, 2016:

SERGEANT	\$73,845	3.0%	1.1400
LIEUTENANT	\$80,971	3.0%	1.2500
DEPUTY DIRECTOR	\$82,154	3.0%	

JULY 1, 2016 TO JUNE 30, 2017:

SERGEANT	\$76,061	3.0%	1.1400
LIEUTENANT	\$83,400	3.0%	1.2500
DEPUTY DIRECTOR	\$84,618	3.0%	

JULY 1, 2017 TO JUNE 30, 2018:

SERGEANT	\$78,263	2.0%	1.1500
LIEUTENANT	\$85,068	2.0%	1.2500
DEPUTY DIRECTOR	\$86,311	2.0%	

The probationary period outlined in Sections 1208.11 and 1208.12 shall continue to be in effect when an officer promotes into the Sergeant rank or into the Lieutenant rank. First step eliminated for the Sergeant and Lieutenant position effective 7/1/2009.

APPENDIX

Health Care Benefits at a Glance



Blue Cross
Blue Shield
of Michigan

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

CITY OF BERKLEY

A0MSG4

63003662

0070060300002

Community Blue PPOSM LG

Effective Date: On or after February 2016

Benefits-at-a-glance

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

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

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

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

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

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

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

Services from a provider for which there is no Michigan PPO network and services from an out-of-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

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

Benefits	In-network	Out-of-network
Deductibles	\$500 for one member, \$1,000 for the family (when two or more members are covered under your contract) each calendar year Note: Deductible may be waived for covered services performed in an in-network physician's office and for covered mental health and substance abuse services that are equivalent to an office visit and performed in an in-network physician's office.	\$1,000 for one member, \$2,000 for the family (when two or more members are covered under your contract) each calendar year Note: Out-of-network deductible amounts also count toward the in-network deductible
Flat-dollar copays	<ul style="list-style-type: none"> • \$30 copay for office visits and office consultations • \$30 copay for chiropractic and osteopathic manipulative therapy • \$250 copay for emergency room visits • \$30 copay for urgent care visits 	<ul style="list-style-type: none"> • \$250 copay for emergency room visits
Coinsurance amounts (percent copays)	<ul style="list-style-type: none"> • 50% of approved amount for private duty nursing care • 20% of approved amount for mental health care and substance abuse treatment • 20% of approved amount for most other covered services (coinsurance waived for covered services performed in an in-network physician's office) 	<ul style="list-style-type: none"> • 50% of approved amount for private duty nursing care • 40% of approved amount for mental health care and substance abuse treatment • 40% of approved amount for most other covered services
Note: Coinsurance amounts apply once the deductible has been met.		
Annual coinsurance maximums - applies to coinsurance amounts for all covered services - but does not apply to deductibles, flat-dollar copays, private duty nursing care coinsurance amounts and prescription drug cost-sharing amounts	\$1,500 for one member, \$3,000 for the family (when two or more members are covered under your contract) each calendar year	\$3,000 for one member, \$6,000 for the family (when two or more members are covered under your contract) each calendar year Note: Out-of-network cost-sharing amounts also count toward the in-network out-of-pocket maximum.
Annual out-of-pocket maximums - applies to deductibles, flat-dollar copays and coinsurance amounts for all covered services - including cost-sharing amounts for prescription drugs, if applicable	\$6,350 for one member, \$12,700 for the family (when two or more members are covered under your contract) each calendar year	\$12,700 for one member, \$25,400 for the family (when two or more members are covered under your contract) each calendar year Note: Out-of-network cost-sharing amounts also count toward the in-network out-of-pocket maximum.
Lifetime dollar maximum	None	

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association. Services from a provider for which there is no Michigan PPO network and services from an out-of-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Preventive care services

Benefits	In-network	Out-of-network
Health maintenance exam - includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay/coinsurance), one per member per calendar year Note: Additional well-women visits may be allowed based on medical necessity.	Not covered
Gynecological exam	100% (no deductible or copay/coinsurance), one per member per calendar year Note: Additional well-women visits may be allowed based on medical necessity.	Not covered
Pap smear screening - laboratory and pathology services	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Voluntary sterilizations for females	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Prescription contraceptive devices - includes insertion and removal of an intrauterine device by a licensed physician	100% (no deductible or copay/coinsurance)	100% after out-of-network deductible
Contraceptive injections	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Well-baby and child care visits	100% (no deductible or copay/coinsurance) <ul style="list-style-type: none"> • 8 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit 	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay/coinsurance)	Not covered
Fecal occult blood screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay/coinsurance) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and coinsurance	60% after out-of-network deductible Note: Out-of-network readings and interpretations are payable only when the screening mammogram itself is performed by an in-network provider.

One per member per calendar year

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association. Services from a provider for which there is no Michigan PPO network and services from an out-of-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Benefits	In-network	Out-of-network
Colonoscopy - routine or medically necessary	100% (no deductible or copay/coinsurance), for the first billed colonoscopy Note: Subsequent colonoscopies performed during the same calendar year are subject to your deductible and coinsurance.	60% after out-of-network deductible
One per member per calendar year		

Physician office services

Benefits	In-network	Out-of-network
Office visits - must be medically necessary	\$30 copay per office visit	60% after out-of-network deductible
Outpatient and home medical care visits - must be medically necessary	80% after in-network deductible	60% after out-of-network deductible
Office consultations - must be medically necessary	\$30 copay per office consultation	60% after out-of-network deductible
Urgent care visits - must be medically necessary	\$30 copay per urgent care visit	60% after out-of-network deductible

Emergency medical care

Benefits	In-network	Out-of-network
Hospital emergency room	\$250 copay per visit (copay waived if admitted or for an accidental injury)	\$250 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services - must be medically necessary	80% after in-network deductible	80% after in-network deductible

Diagnostic services

Benefits	In-network	Out-of-network
Laboratory and pathology services	80% after in-network deductible	60% after out-of-network deductible
Diagnostic tests and x-rays	80% after in-network deductible	60% after out-of-network deductible
Therapeutic radiology	80% after in-network deductible	60% after out-of-network deductible

Maternity services provided by a physician or certified nurse midwife

Benefits	In-network	Out-of-network
Prenatal care visits	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Postnatal care visits	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Delivery and nursery care	80% after in-network deductible	60% after out-of-network deductible

Hospital care

Benefits	In-network	Out-of-network
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies	80% after in-network deductible	60% after out-of-network deductible Unlimited days
Note: Nonemergency services must be rendered in a participating hospital.		
Inpatient consultations	80% after in-network deductible	60% after out-of-network deductible

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association. Services from a provider for which there is no Michigan PPO network and services from an out-of-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Benefits	In-network	Out-of-network
Chemotherapy	80% after in-network deductible	60% after out-of-network deductible

Alternatives to hospital care

Benefits	In-network	Out-of-network
Skilled nursing care - must be in a participating skilled nursing facility	80% after in-network deductible Limited to a maximum of 120 days per member per calendar year	80% after in-network deductible
Hospice care	100% (no deductible or copay/coinsurance) Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods - provided through a participating hospice program only ; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)	100% (no deductible or copay/coinsurance)
Home health care: <ul style="list-style-type: none"> • must be medically necessary • must be provided by a participating home health care agency 	80% after in-network deductible	80% after in-network deductible
Infusion therapy: <ul style="list-style-type: none"> • must be medically necessary • must be given by a participating Home Infusion Therapy (HIT) provider or in a participating freestanding Ambulatory Infusion Center (AIC) • may use drugs that require preauthorization - consult with your doctor 	80% after in-network deductible	80% after in-network deductible

Surgical services

Benefits	In-network	Out-of-network
Surgery - includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	80% after in-network deductible	60% after out-of-network deductible
Presurgical consultations	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Voluntary sterilization for males	80% after in-network deductible	60% after out-of-network deductible
Note: For voluntary sterilizations for females, see " Preventive care services. "		
Elective Abortions	80% after in-network deductible	60% after out-of-network deductible

Human organ transplants

Benefits	In-network	Out-of-network
Specified human organ transplants - must be in a designated facility and coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance) - in designated facilities only
Bone marrow transplants - must be coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	80% after in-network deductible	60% after out-of-network deductible
Specified oncology clinical trials	80% after in-network deductible	60% after out-of-network deductible
Note: BCBSM covers clinical trials in compliance with PPACA.		
Kidney, cornea and skin transplants	80% after in-network deductible	60% after out-of-network deductible

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association. Services from a provider for which there is no Michigan PPO network and services from an out-of-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Mental health care and substance abuse treatment

Note: Some mental health and substance abuse services are considered by BCBSM to be comparable to an office visit. When a mental health or substance abuse service is considered by BCBSM to be comparable to an office visit, we will process the claim under your office visit benefit.

Benefits	In-network	Out-of-network
Inpatient mental health care and inpatient substance abuse treatment	80% after in-network deductible	60% after out-of-network deductible Unlimited days
Residential psychiatric treatment facility: <ul style="list-style-type: none"> covered mental health services must be performed in a residential psychiatric treatment facility treatment must be preauthorized subject to medical criteria 	80% after in-network deductible	60% after out-of-network deductible
Outpatient mental health care: <ul style="list-style-type: none"> Facility and clinic 	80% after in-network deductible	80% after in-network deductible in participating facilities only
<ul style="list-style-type: none"> Physician's office 	80% after in-network deductible	60% after out-of-network deductible
Outpatient substance abuse treatment - in approved facilities only	80% after in-network deductible	60% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

Autism spectrum disorders, diagnoses and treatment

Benefits	In-network	Out-of-network
Applied behavioral analysis (ABA) treatment - when rendered by an approved board-certified behavioral analyst - is covered through age 18, subject to preauthorization	80% after in-network deductible	80% after in-network deductible
Note: Diagnosis of an autism spectrum disorder and a treatment recommendation for ABA services must be obtained by a BCBSM approved autism evaluation center (AAEC) prior to seeking ABA treatment.		
Outpatient physical therapy, speech therapy, occupational therapy, nutritional counseling for autism spectrum disorder	80% after in-network deductible	60% after out-of-network deductible Physical, speech and occupational therapy with an autism diagnosis is unlimited
Other covered services, including mental health services, for autism spectrum disorder	80% after in-network deductible	60% after out-of-network deductible

Other covered services

Benefits	In-network	Out-of-network
Outpatient Diabetes Management Program (ODMP)	<ul style="list-style-type: none"> 80% after in-network deductible for diabetes medical supplies; 100% (no deductible or copay/coinsurance) for diabetes self-management training 	60% after out-of-network deductible
Note: Screening services required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider.		
Note: When you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.		
Allergy testing and therapy	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Chiropractic spinal manipulation and osteopathic manipulative therapy	\$30 copay per visit Limited to a combined 24-visit maximum per member per calendar year	60% after out-of-network deductible

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

Services from a provider for which there is no Michigan PPO network and services from an out-of-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Benefits	In-network	Out-of-network
Outpatient physical, speech and occupational therapy - when provided for rehabilitation	80% after in-network deductible	60% after out-of-network deductible Note: Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a combined 60-visit maximum per member per calendar year	
Durable medical equipment	80% after in-network deductible	80% after in-network deductible
Note: DME items required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider. For a list of covered DME items required under PPACA, call BCBSM.		
Prosthetic and orthotic appliances	80% after in-network deductible	80% after in-network deductible
Private duty nursing care	50% after in-network deductible	50% after in-network deductible

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association. Services from a provider for which there is no Michigan PPO network and services from an out-of-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.



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

CITY OF BERKLEY
A0MSG4
63003662
0070060300002
BCBSM Preferred RX Program
Effective Date: On or after February 2016
Benefits-at-a-glance

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

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

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

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

Member's responsibility (copays and coinsurance amounts)

Note: Your prescription drug copays and coinsurance amounts, including mail order copay and coinsurance amounts, are subject to the same annual out-of-pocket maximum required under your medical coverage. The following prescription drug expenses will not apply to your annual out-of-pocket maximum.

- any difference between the Maximum Allowable Cost and BCBSM's approved amount for a covered brand name drug
- the 25% member liability for covered drugs obtained from an out-of-network pharmacy

Benefits		90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
Tier 1 - Generic or select prescribed over-the-counter drugs	1 to 30-day period	You pay \$10 copay	You pay \$10 copay	You pay \$10 copay	You pay \$10 copay plus an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	You pay \$20 copay	No coverage	No coverage

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

Benefits		90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
	84 to 90-day period	You pay \$20 copay	You pay \$20 copay	No coverage	No coverage
Tier 2 - Preferred brand-name drugs	1 to 30-day period	You pay \$40 copay	You pay \$40 copay	You pay \$40 copay	You pay \$40 copay plus an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	You pay \$80 copay	No coverage	No coverage
	84 to 90-day period	You pay \$80 copay	You pay \$80 copay	No coverage	No coverage
Tier 3 - Nonpreferred brand-name drugs	1 to 30-day period	You pay \$80 copay	You pay \$80 copay	You pay \$80 copay	You pay \$80 copay plus an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	You pay \$160 copay	No coverage	No coverage
	84 to 90-day period	You pay \$160 copay	You pay \$160 copay	No coverage	No coverage

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

Covered services

Benefits	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
FDA-approved drugs	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance
Prescribed over-the-counter drugs - when covered by BCBSM	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance
State-controlled drugs	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance
FDA-approved generic and select brand-name prescription preventive drugs, supplements and vitamins as required by PPACA (non-self-administered drugs are not covered)	100% of approved amount	100% of approved amount	100% of approved amount	75% of approved amount
Other FDA-approved brand-name prescription preventive drugs, supplements and vitamins as required by PPACA (non-self-administered drugs are not covered)	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

Benefits	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
FDA-approved generic and select brand name prescription contraceptive medication (non-self-administered drugs are not covered)	100% of approved amount	100% of approved amount	100% of approved amount	75% of approved amount
Other FDA-approved brand name prescription contraceptive medication (non-self-administered drugs are not covered)	100% of approved amount less plan copay/ coinsurance	100% of approved amount less plan copay/ coinsurance	100% of approved amount less plan copay/ coinsurance	75% of approved amount less plan copay/ coinsurance
Disposable needles and syringes - when dispensed with insulin or other covered injectable legend drugs	100% of approved amount less plan copay/coinsurance for the insulin or other covered injectable legend drug	100% of approved amount less plan copay/coinsurance for the insulin or other covered injectable legend drug	100% of approved amount less plan copay/coinsurance for the insulin or other covered injectable legend drug	75% of approved amount less plan copay/coinsurance for the insulin or other covered injectable legend drug
Note: Needles and syringes have no copay/ coinsurance.				
Elective drugs Note: Elective lifestyle drugs are lifestyle drugs that treat sexual impotency or infertility, or help in weight loss. They are not designed to treat acute or chronic illnesses. These medications are prescribed for medical conditions that have no demonstrable physical harm if not treated. (Smoking cessation drugs are not considered an elective lifestyle drug and are a payable benefit.) BCBSM determines when a drug is an elective drug.	50% of approved amount	50% of approved amount	50% of approved amount	50% of approved amount

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

Features of your prescription drug plan

Custom Drug List	<p>A continually updated list of FDA-approved medications that represent each therapeutic class. The drugs on the list are chosen by the BCBSM Pharmacy and Therapeutics Committee for their effectiveness, safety, uniqueness and cost efficiency. The goal of the drug list is to provide members with the greatest therapeutic value at the lowest possible cost.</p> <ul style="list-style-type: none"> • Tier 1 (generic) - Tier 1 includes generic drugs made with the same active ingredients, available in the same strengths and dosage forms, and administered in the same way as equivalent brand-name drugs. They also require the lowest copay/coinsurance, making them the most cost-effective option for the treatment. • Tier 2 (preferred brand) - Tier 2 includes brand-name drugs from the Custom Drug List. Preferred brand name drugs are also safe and effective, but require a higher copay/coinsurance. • Tier 3 (nonpreferred brand) - Tier 3 contains brand-name drugs not included in Tier 2. These drugs may not have a proven record for safety or as high of a clinical value as Tier 1 or Tier 2 drugs. Members pay the highest copay/coinsurance for these drugs.
Prior authorization/step therapy	<p>A process that requires a physician to obtain approval from BCBSM before select prescription drugs (drugs identified by BCBSM as requiring preauthorization) will be covered. Step Therapy, an initial step in the "Prior Authorization" process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. Some over-the-counter medications may be covered under step therapy guidelines. This also applies to mail order drugs. Claims that do not meet Step Therapy criteria require preauthorization. Details about which drugs require preauthorization or step therapy are available online site at bcbsm.com/pharmacy.</p>

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

Drug interchange and generic copay/ coinsurance waiver	<p>BCBSM's drug interchange and generic copay/ coinsurance waiver programs encourage physicians to prescribe a less-costly generic equivalent.</p> <p>If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay/ coinsurance. In select cases BCBSM may waive the initial copay/ coinsurance after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.</p>
Mandatory maximum allowable cost drugs	<p>If your prescription is filled by an in-network pharmacy, and the pharmacist fills it with a brand-name drug for which a generic equivalent is available, you MUST pay the difference in cost between the BCBSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug plus your applicable copay/coinsurance regardless of whether you or your physician requests the brand-name drug. Exception: If your physician requests and receives authorization for a nonpreferred brand-name drug with a generic equivalent from BCBSM and writes "Dispense as Written" or "DAW" on the prescription order, you pay only your applicable copay/coinsurance.</p> <p>Note: This MAC difference will not be applied toward your annual in-network deductible, your annual coinsurance, or your annual out-of-pocket maximum, if applicable.</p>
Quantity limits	<p>To stay consistent with FDA approved labeling for drugs, some medications may have quantity limits.</p>

MERS HEALTH CARE SAVINGS PROGRAM PARTICIPANT HANDBOOK



Health Care Savings Program

Participant Handbook

Table of Contents

Who is MERS?	2	Changing the Beneficiary	6
MERS Retirement Board	2	Extended Medical Leave	6
It Pays to Understand Rising Health Care Costs	2	Changing Jobs Within Your Municipality	7
myMERS Online Account Access	2		
A Closer Look at the MERS Health Care Savings Program	3	Reimbursement Options	7
How it Works	3	mySourceCard® Debit Card	7
Contributions	3	Online Reimbursements	7
MERS Investments	4	Reimbursement by Mail or Fax	7
Death, Disability and Divorce – What Happens to Your Benefits	5	Account Eligibility	8
Death	5	Eligible Medical Expenses	8
Disability	5	Helping You Prepare	9
Divorce	6	Seminars and Workshops	9
A Benefit That Keeps Working	6	Statements	9
		Service Center	9

myMERS Online Account Access

With myMERS, you can access your MERS plan(s) 24 hours a day, seven days a week for account details, statements, beneficiary information, publications, forms, calculators and much more.

Join the thousands of MERS participants who are already enjoying the benefits of myMERS. To get started, visit the "Account Access" section on mersofmich.com.



Who is MERS?

The Municipal Employees' Retirement System (MERS) of Michigan is an independent professional retirement services company that was created to administer the retirement plans for Michigan municipalities on a not-for-profit basis.

MERS Retirement Board

MERS is administered by a nine-member Retirement Board, made up of representatives from municipalities at the employer, employee, and retiree level, and the general public. It has the fiduciary responsibility for the investment of assets and oversees the System.

The Board appoints the Chief Executive Officer, who manages and administers MERS under the supervision and direction of the Board. The Board also oversees the MERS Health Care Savings Program Plan Document, which governs the Plan.

It Pays to Understand Rising Health Care Costs

The rising costs of health care can't be ignored. Consider these statistics:

- By the year 2050, life expectancy is expected to increase to between 89-93 years for women and to between 83-86 for men
- Studies show health care costs rank second only to food for retiree expenses, and can erode an individual's retirement savings without proper planning
- The standard Medicare Part B monthly premium continues to increase annually
- Medicare only covers 51% of costs, and does not include long term care, dental expenses, vision expenses or hearing aids

A Closer Look at the MERS Health Care Savings Program

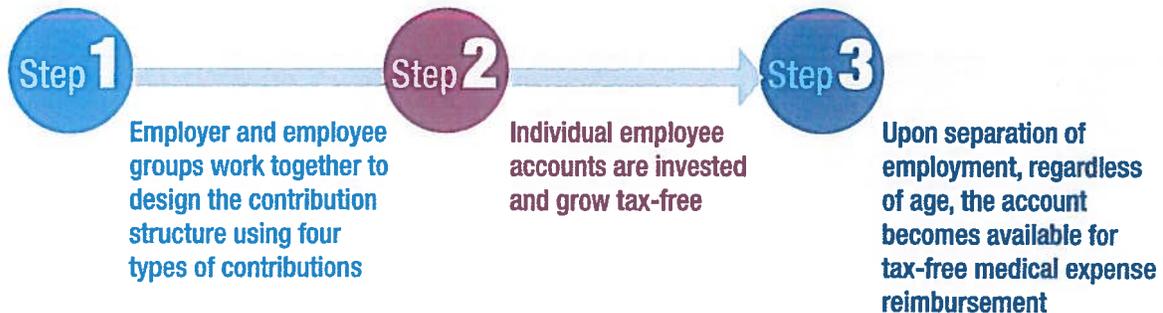
The MERS Health Care Savings Program is designed to help you prepare for the costs of health care after you leave your employer, with an invested account you manage. It's an employer-sponsored program providing a tax-free medical savings account for covering the costs of post-employment medical expenses. Your account is available to use for you, a spouse and any legal dependents, as well as a named beneficiary.

Your MERS Health Care Savings Program is not the same as a Health Savings Account, Flexible Spending Account, or Health Reimbursement Account.

The MERS Health Care Savings Program is a tax-exempt Section 115 Governmental Integral Part Trust, which ensures the assets are used for future expenses only:

- No requirements for a high-deductible health plan or any specific type of health plan
- The MERS Health Care Savings Program is only for post-employment use
- Trust is approved by an IRS Private Letter ruling, which clarifies its tax-exempt status

How it Works



Contributions

The money you will eventually use in your account starts with what's put into it — in the form of contributions. Your employer makes contributions to your account based on the provisions they've adopted. Please check myMERS for your program's specific provisions.

Basic Employer Contributions

Your employer may contribute either a fixed dollar amount or a percentage of salary on a pre-tax basis. Your employer's contributions may also have vesting requirements. Vesting is the required amount of service credit you must earn to gain ownership of your employer's contributions. MERS calculates your service based on whole calendar months of employment.

Employers may choose their vesting options, some examples are listed (please check myMERS for your program's vesting requirements):

- **Immediate Vesting** — You are fully vested in your employer's contributions upon participation in the MERS Health Care Savings Program
- **Cliff Vesting** — You are fully vested in your employer's contributions upon completion of a stated number of years of service
- **Graded Vesting** — For each year of service you complete, you are vested in a percentage of your employer's contribution account balance

Mandatory Salary Reduction

Your group may have a fixed dollar or required percentage for mandatory salary reductions. While you are actively working, you cannot suspend your reductions. These are withheld pre-tax and submitted by your employer through a payroll deduction.

Leave Conversion Contributions

Leave that is not used (either a portion or all leave) may be contributed to your MERS Health Care Savings Program account. Some examples of leave include vacation, personal time, sick time, or severance. The leave conversion is deposited into your MERS Health Care Savings Program account either annually or at separation of employment.

Post-Tax Voluntary Employee Contributions

The program also allows you to contribute to your account on a voluntary, post-tax basis, which means these contributions are submitted by your employer after taxes. You may start or stop these contributions at any time. The funds are invested after taxes, and investment returns and reimbursements are made on a tax-free basis.

You can begin making voluntary contributions by completing the [Payroll/Investment Election Form \(MD-102\)](#), available on myMERS, and returning it to us.



There are no federally mandated maximums for the Health Care Savings Program.

MERS Investments

The MERS Health Care Savings Program is an invested account, meaning you take an active role in determining your financial goals, making investment choices and monitoring your portfolio. The decisions you make today will affect the results you see tomorrow.

The MERS Investment Menu is simplified into two categories to help you find the investment mix that best meet your investment style.

You'll find additional information on our website, as well as forms, benefit calculators, and helpful tutorials.

You can also contact MERS Service Center weekdays by calling 800.767.MERS (6377).



"Do it for me"

The **Retirement Strategies** are a simplified way to invest. These options are fully diversified, professionally managed, and automatically adjust over time as you get closer to retirement.



"Help me do it"

These **Premium Selected Options** were actively chosen for you by MERS. Here you have access to pre-built portfolios that MERS helps you manage by monitoring the investment managers and rebalancing the portfolio quarterly. It also gives you access to selected funds to help you build your own portfolio.

Making Investment Changes

With myMERS www.mersofmich.com, you have access to your MERS Health Care Savings Program account anytime. By creating a free myMERS account, you can make investment changes to your MERS Health Care Savings Program, track fund performance, download forms, as well as many other useful benefits.

You can also download the *Payroll/Investment Election Form (MD-102)* from myMERS, or call us to help you.

Investment Oversight — and Insight

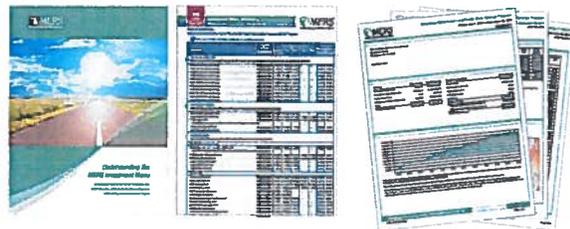
While we've made investing easier with the MERS Investment Menu, there are other ways we help you, too.

The MERS Retirement Board and Office of Investments provide oversight of the investment lineup, actively choosing and monitoring the fund menu, investment managers and index funds available to you. We review our investment menu on a regular basis and changes are made if appropriate. If a fund is removed, you will be given at least 30 days notice before the change.

You'll also find some insight in the *Understanding the MERS Investment Menu* publication, which offers a closer look at each of the investment sleeves, instructions on changing your investment selections, glossary and more.

In addition to the account statements we send you quarterly, another important publication we offer is the *MERS Investment Menu Summary*,

which details the performance and fees of each of our funds. The summary is updated on a quarterly basis, making sure you have the most up-to-date investment information. You can download a copy of the publications from our website, or call us to have them sent to you.



Death, Disability and Divorce – What Happens to Your Benefits?

When the unexpected happens, the MERS Health Care Savings Program can offer employees and their families peace of mind. This section looks at how you're covered in the event of death, disability or divorce.

Death

In the event of your death, a spouse and legal dependent(s) can continue to use your account for reimbursement of medical expenses until the account reaches a zero balance. MERS will work with the spouse/legal dependents and inform them on how to use the account on a tax-free basis. If you have no spouse or legal dependent(s), your beneficiary will be able to access your account on a taxable basis. If there are employer contributions associated with your account and you have not vested, any basic employer contributions will be forfeited back to your municipality.

Disability

If you are collecting disability from a public pension plan, you may be eligible to use your account early. Once your employer notifies us of your disabled status, you'll receive information on how to begin receiving reimbursements from your account.

Changing the Beneficiary

It's easy to change or update a beneficiary in the MERS Health Care Savings Program. Visit our website to download the [Beneficiary Change Request Form \(MD-103\)](#) and fax or mail it back to us at the address provided. Changes to your beneficiary can be made at any time, before or after you leave current employment.

Divorce

The MERS Health Care Savings Program is not considered a legal marital asset unless specifically outlined in a Domestic Relations Order as part of the Judgment of Divorce.

If you find yourself in the process of a divorce, please follow these steps:

1. [Download a model domestic relations order \(DRO/QDRO/EDRO*\)](#) from our website — your attorney may find it helpful.
2. Send us a copy of your proposed order for review and approval.
3. Send us a complete copy of your Judgment of Divorce and a copy of the final Domestic Relations Order after your divorce is granted.

Once we have received the documentation for review and approval, we will distribute the account as directed.

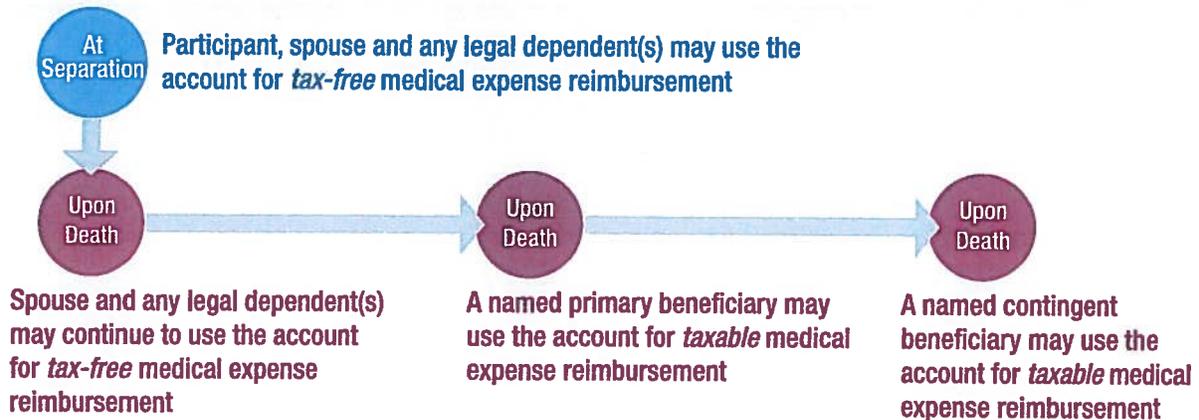
** Domestic Relations Order (DRO), Qualified Domestic Relations Order (QDRO) and Eligible Domestic Relations Orders (EDRO) are specific types of court orders. Processing fees may apply.*

Extended Medical Leave

If you take an extended medical leave from your employer, you will be eligible to use your account after six months. If you return from extended medical leave, you must stop using your account, although any eligible medical expenses from your leave period will still qualify for reimbursement.

A Benefit That Keeps Working

The ability for a designated beneficiary to use the balance of your MERS Health Care Savings Program account after you pass away is unique to MERS.



Changing Jobs Within Your Municipality

If you change jobs within your municipality, there are two possible scenarios:

Moving into a Division That Offers MERS Health Care Savings Program

- Vesting is calculated from your original hire date, not the date of your transfer.
- Your MERS Health Care Savings Program account will transfer to the current division's provisions.
- Your MERS Health Care Savings Program account will be accessible to you upon separation of employment.

Moving into a Division That Does Not Offer MERS Health Care Savings Program

- Vesting is calculated using your original date of hire (not date of inactive status change).
- Your MERS Health Care Savings Program account is only accessible to you for medical expenses after separation of employment (either termination or retirement).

Reimbursement Options

You may begin receiving reimbursements for qualified medical reimbursements after you leave employment. There are three ways you can be reimbursed for purchases using the MERS Health Care Savings Program:

mySourceCard® Debit Card

A great way to use your MERS Health Care Savings Program account is the mySourceCard® debit card. This MasterCard® card automatically debits your account when making qualified medical expense purchases. You must have a minimum balance of \$500 to be eligible for use. Unlike traditional debit and ATM cards, the mySourceCard® debit card does not require you to have a PIN, and automatically identifies qualified medical expenses.

To request a mySourceCard®, please visit myMERS.

For your security, the mySourceCard® debit card has a daily swipe limit. Please see the Debit Card link under Manage My Claims on myMERS to review this current amount.

Online Reimbursements

You can also request reimbursements online by using myMERS. From here, you can update banking information for direct deposit, and upload third party receipts, showing which expenses have been paid. Processing your request takes two business days. All reimbursements are processed by direct deposit.

Reimbursement by Mail or Fax

You can also submit your requests by mail or fax. A reimbursement form along with a copy of the applicable receipts is required. All reimbursements are processed by direct deposit within 10 business days. You can access Reimbursement and Direct Deposit forms through your myMERS online account or request them through our Service Center at 800.767.MERS (6377).

You may receive information from Alerus Financial, which has partnered with MERS to provide trading and custodial services.

Account Eligibility

You can begin using the money in your MERS Health Care Savings Program account after you have a separation from employment, if collecting disability from a public pension plan, or on extended medical leave (six months or longer). Please refer to the previous section for more information about disability and medical leave.

Once we're notified by your employer of your separation, you'll receive information on how to begin receiving reimbursements from your account.

Eligible Medical Expenses

An eligible medical expense is defined as those expenses paid for care as described in Section 213(d) of the Internal Revenue Code. Eligible medical expenses may include:

- Ambulance
- Artificial limbs
- Blood tests
- Blood transfusions
- Braces
- Cardiographs
- Chiropractor
- Contact lenses
- Crutches
- Dental treatment
- Dentures
- Dermatologists
- Diagnostic fees
- Drug addiction therapy
- Drugs (prescription)
- Elastic hosiery (prescription)
- Eyeglasses
- Healing services
- Hearing aids
- Health care insurance premiums
- Insulin treatment
- Lab tests
- Long-term care insurance
- Medicare B premium
- Operating room costs
- Ophthalmologist
- Orthopedist
- Osteopath
- Pediatrician
- Physician
- Podiatrist
- Practical nurse for medical services
- Prescription medicines
- Splints
- Surgeon
- Therapy equipment
- Vaccines
- X-rays

Who Can Use My Account?

Your account is available for reimbursement for you, a spouse, or legal dependents. The definition of legal dependent has been expanded to include any children less than 26 years of age. This means adult children can use your MERS Health Care Savings Program account whether or not they are:

- married
- living with you
- in school
- financially dependent on you

In the event of death with no spouse or legal dependent to use your funds, your account may be available to use by a named beneficiary on a taxable basis. See page 6 for details.

For more detailed information, please refer to www.mersofmich.com.

Helping You Prepare

The road to a sound financial future is paved with preparation, and we're here to help you. As you learn more about your program, there are always questions and concerns that arise. We provide you with quality, unbiased educational resources so you can make thoughtful, informed choices.

Seminars and Workshops

Whether you're in the middle of your career and need help preparing for retirement, or are ready to retire, we're here to help. MERS has a variety of seminars to help meet your needs.

- Group presentations and one-on-one consultations at municipalities
- Seminars and workshops are offered at different times and locations throughout the year
- Visit www.mersofmich.com for up-to-date information

Statements

Every quarter, you'll receive a statement detailing all your account information and the performance of your fund choices. You can also log in to your account at myMERS to find up-to-date information about your MERS account.

Service Center

MERS Service Center offers friendly, knowledgeable, over-the-phone assistance for a wide variety of benefit questions and issues. The Service Center staff is available weekdays at 800.767.MERS (6377).

Social Media

Want to make the most out of your plan and receive tips to help you with your financial future? MERS delivers relevant news articles, helpful resources, tips and videos. Follow us today.



Municipal Employees' Retirement System of Michigan
1134 Municipal Way • Lansing, MI 48917
800.767.MERS (6377)
www.mersofmich.com

This publication contains a summary description of MERS benefits, policies or procedures. MERS has made every effort to ensure that the information provided is accurate and up to date as of 01/24/2017. If this publication conflicts with the relevant provisions of the Plan Document, the Plan Document Controls. MERS, as a governmental plan, is exempted by state and federal law from registration with the SEC. However, it employs registered investment advisors to manage the trust fund in compliance with Michigan Public Employee Retirement System Investment Act. Past performance is not a guarantee of future returns. Please make independent investment decisions carefully and seek the assistance of independent experts when appropriate.

FORM 3125 20170124

ADDENDUM: Historical Documents and Resolutions

A RESOLUTION
of the Council of the City of Berkley, Michigan
approving an amendment to the 1997-2002 collective bargaining agreements
with the Berkley Public Safety Command Officers Association and the
Berkley Public Safety Officers Association
By Adding Standardized Language Necessary to Maintain the
Qualified Status of the Berkley Public Safety Pension System
Under the Provisions of the United States Internal Revenue Code

- WHEREAS, the Berkley Public Safety Command Officers Association and the Berkley Public Safety Officers Association, the "Associations" have each entered separate collective bargaining agreements with the City of Berkley as to wages, hours and conditions of employment for the period from July 1, 1997 through June 30, 2002; and
- WHEREAS, Section each agreement provides that it may be amended prior to expiration by the mutual agreement of the parties, and
- WHEREAS, Representatives of the City and the Association have met with legal counsel for the Berkley Public Safety Pension System who advised that certain standardized language must be incorporated into each collective bargaining agreement prior to June 30, 2002 in order to preserve the "qualified" status of the pension system under the United States Internal Revenue Code, and
- WHEREAS, The language to be added makes no changes to the pension benefits or the terms of eligibility for pension benefits of current or former employees, and
- WHEREAS The membership of the Associations have ratified the negotiated amendment and the City Council also agrees to the amendment.

NOW, THEREFORE, THE CITY OF BERKLEY RESOLVES:

SECTION 1: The Council of the City of Berkley, Michigan, does hereby ratify the negotiated amendment to the respective collective bargaining agreements between the City and the Berkley Public Safety Command Officers Association and the Berkley Public Safety Officers Association regarding additional language, which is attached to and incorporated in this resolution by reference, that is necessary to maintain the qualified status of the Berkley Public Safety Pension System under the provisions of the United States Internal Revenue Code.

Introduced and Passed at a regular City Council Meeting on Thursday May 23, 2002.

JOHN MARK MOONEY, Mayor

Attest:

Karen L. Brown, City Clerk

The City of Berkley Public Safety Retirement System established pursuant to Act No. 345 of the Public Acts of the State of Michigan for the year of 1937, consisting of a collectively bargained governmental defined benefit plan, is hereby amended to include the following provisions:

1. Qualified plan under Internal Revenue Code Sec. 401(a)

The City of Berkley Public Safety Retirement System is intended to qualify as a pension plan and trust meeting the requirements of Sections 401(a) and 501(a) of the Internal Revenue Code, as now in effect or hereafter amended, and shall be administered so as to fulfill this intent.

2. Exclusive benefit under Internal Revenue Code Sec. 401(a)(2)

No part of the corpus or income of the Retirement System shall be used for, or diverted to, purposes other than for the exclusive benefit of the employees or their beneficiaries prior to the satisfaction of all liabilities with respect to employees and their beneficiaries under the Retirement System.

3. Vesting under Internal Revenue Code Sec. 401(a)(7)

Upon termination of the Retirement System or upon complete discontinuance of contributions under the Retirement System, the rights of all members to benefits accrued to the date of such termination or discontinuance, to the extent then funded, shall be no forfeitable.

4. Forfeitures under Internal Revenue Code Sec. 401(a)(8)

Forfeitures shall not be applied to increase the benefits which any employee or participant would otherwise receive under the Retirement System.

5. Required minimum distributions under Internal Revenue Code Sec. 401(a)(9)

(a) In accordance with Section 401(a)(9) of the Internal Revenue Code and the regulations thereunder, which are incorporated herein by reference, a member's retirement benefit shall be distributed to him or her not later than April 1 of the calendar year following the later of:

(1) The calendar year in which the member attains age seventy and one-half (70 1/2) years, or

(2) The calendar year in which the member retires.

(b) With respect to distributions under the Retirement System made for calendar years beginning on or after January 1, 2001, the minimum distribution requirements of Section 401(a)(9) of the Internal Revenue Code will be applied in accordance with the regulations under Section 401(a)(9) that were proposed on January 17, 2001, notwithstanding any provision of the Retirement System to the contrary. This amendment shall continue in effect until the end of the last calendar year beginning before the effective date of final regulations under Section 401(a)(9) or such other date as may be specified in guidance published by the Internal Revenue Service.

6. Compensation limits under Internal Revenue Code Sec. 401(a)(17)

The annual compensation of each member taken into account in determining benefit accruals in any Retirement System year beginning after December 31, 2001, shall not exceed \$200,000. Annual compensation means compensation during the Retirement System year or such other consecutive 12-month period over which compensation is otherwise determined under the Retirement System (the determination period). In determining benefit accruals in years beginning after December 31, 2001, the annual compensation limit for determination periods beginning before January 1, 2002 shall be \$150,000 for any determination period beginning in 1996 or earlier; \$160,000 for any determination period beginning in 1997, 1998, or 1999; and \$170,000 for any determination period beginning in 2000 or 2001. The \$200,000 limit on annual compensation shall be adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Internal Revenue Code. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

7. Eligible rollover distributions under Internal Revenue Code Sec. 401(a)(31)

(a) This subsection applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Retirement System to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the Retirement Board, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(1) Definitions.

(i) **Eligible rollover distribution:** An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Internal Revenue Code; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

(ii) **Eligible Retirement Plan:** An eligible retirement plan is an individual retirement account described in Section 408(a) of the Internal Revenue Code, an individual retirement annuity described in Section 408(b) of the Internal Revenue Code, an annuity plan described in Section 403(a) of the Internal Revenue Code, or a qualified trust described in Section 401(a) of the Internal Revenue Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

(iii) **Distributee:** A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Internal Revenue Code, or an eligible domestic relations order under the eligible domestic relations order act, are distributees with regard to the interest of the spouse or former spouse.

(iv) **Direct rollover:** A direct rollover is a payment by the Retirement System to the eligible retirement plan specified by the distributee.

(2) If a distribution is one to which Sections 401(a)(11) and 417 of the Internal Revenue Code do not apply, such distribution may commence less than 30 days after the notice required under Section 1.411(a)-11(c) of the Income Tax Regulations is given, provided that:

- (i) The Retirement Board clearly informs the member that the member has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and

(ii) The member, after receiving the notice, affirmatively elects a distribution.

(b) This subsection shall apply to distributions made after December 31, 2001.

(1) For purposes of the direct rollover provisions in this section, an eligible retirement plan shall also mean an annuity contract described in Section 403(b) of the Internal Revenue Code and an eligible plan under Section 457(b) of the Internal Revenue Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to account separately for amounts transferred into such plan from the Retirement System. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Internal Revenue Code, or an eligible domestic relations order under the eligible domestic relations order act.

(2) For purposes of the direct rollover provisions in this section, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in Section 408(a) or (b) of the Internal Revenue Code, or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Internal Revenue Code that agrees to account separately for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

8. Military service under Internal Revenue Code Sec. 414(u)

Notwithstanding any provision of the Retirement System to the contrary, contributions, benefits and service credited with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code.

9. Benefits and contributions limits under Internal Revenue Code Sec. 415

Notwithstanding any provision of the Retirement System to the contrary, benefits and contributions shall be limited in accordance with Section 415 of the Internal Revenue Code, which is hereby incorporated by reference.

(a) For purposes of Section 415 of the Internal Revenue Code, compensation shall mean compensation actually paid during the limitation year and the limitation year shall be the Retirement System year or such other consecutive 12-month period over which compensation is otherwise determined under the Retirement System.

(b) For purposes of adjusting any benefit or limitation under Section 415 of the Internal Revenue Code, the mortality table used shall be the table prescribed by the United States Secretary of the Treasury in accordance with Section 415(b)(2)(E)(v) of the Internal Revenue Code.

(c) For limitation years beginning on and after January 1, 2001, for purposes of applying the limitations described herein, compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the member by reason of Section 132(f)(4) of the Internal Revenue Code.

A RESOLUTION

Of the Council of the City of Berkley, Michigan

Approving an amendment to the 2010 to 2013 collective bargaining agreements

With the Berkley Public Safety Command Officers Association and the

Berkley Public Safety Officers Association

By adding standardized language necessary to maintain the

qualified status of the Berkley Public Safety Pension System

Under the provisions of the United States Internal Revenue Service Code

Whereas, The Berkley Public Safety Command Officers Association and the Berkley Public Safety Officers Association, the "Associations" have each entered separate collective bargaining agreements with the City of Berkley as to wages, hours, and conditions of employment for the period of July 1, 2010 through June 30, 2013; and

Whereas, Each agreement provides that it may be amended prior to expiration by mutual agreement of the parties; and

Whereas, Representatives of the City and the Association have met with legal counsel for the Berkley Public Safety who advised that certain standardized language must be incorporated into each collective bargaining agreement prior to October 12, 2012 in order to preserve the qualified status of the pension system under the Internal Revenue Service code; and

Whereas, The language to be added makes no changes to the pension benefits of the terms of the eligibility for pension benefits of current or former employees/participants; and

Whereas, The union membership of both Associations have ratified the negotiated amendment and the City Council also agrees to the amendment.

NOW THEREFORE, THE BERKLEY CITY COUNCIL RESOLVES:

SECTION 1: The Council hereby ratifies the amendment to the respective collective bargaining agreements between the City and the Berkley Public Safety Command Officers Association and the Berkley Public Safety Officers Association regarding required additional Internal Revenue Service language in the area of compensation as applied within Section 415 of the Internal Revenue Code by the IRS.

SECTION 2: The City Council hereby directs the City Manager to execute the applicable Memorandum of Understanding with each union to maintain the tax exempt qualified status of the Berkley Public Safety Pension System under the provisions of the United States Internal Revenue Code.

Introduced and passed at a regular City Council Meeting on Monday September 17, 2012.

Phil O'Dwyer, Mayor

Attest:

Cheryl E. Printz
City Clerk

1. **415 Compensation**

The City and the Association agree that the City of Berkley Public Safety Retirement System established pursuant to Act No. 345 of the Public Acts of the State of Michigan for the year 1937, consisting of a collectively bargained governmental defined benefit plan. Is hereby amended to include the following provision

Compensation for the purposes of IRC Section 415(c)(3) shall also include, (1) regular pay after severance from employment; (2) leave cash outs and deferred compensation including cash out of accrued sick, vacation or other leave time if the employee would have been able to use the leave if employment had continued or the payment of nonqualified deferred compensation that would have been paid to the employee at the same time if the employee had remained employed and only to the extent that the payment is includable in the employee's gross income. The compensation items listed in this paragraph must be paid by the later of two and one half months of severance from employment or the end of the limitation year that includes the date of severance with the city.

A RESOLUTION

Of the Council of the City of Berkley, Michigan
Approving an amendment to the 2010 to 2013 collective bargaining agreements
With the Berkley Public Safety Command Officers Association and the
Berkley Public Safety Officers Association
By adding standardized language necessary to maintain the
qualified status of the Berkley Public Safety Pension System
Under the provisions of the United States Internal Revenue Service Code

Whereas, The Berkley Public Safety Command Officers Association and the Berkley Public Safety Officers Association, the "Associations" have each entered separate collective bargaining agreements with the City of Berkley as to wages, hours, and conditions of employment for the period of July 1, 2010 through June 30, 2013; and

Whereas, Each agreement provides that it may be amended prior to expiration by mutual agreement of the parties; and

Whereas, Representatives of the City and the Association have met with legal counsel for the Berkley Public Safety who advised that certain standardized language must be incorporated into each collective bargaining agreement prior to June 30, 2012, in order to preserve the qualified status of the pension system under the Internal Revenue Service code; and

Whereas, The language to be added makes no changes to the pension benefits of the terms of the eligibility for pension benefits of current or former employees/participants; and

Whereas, The union membership of both Associations have ratified the negotiated amendment and the City Council also agrees to the amendment.

NOW THEREFORE, THE BERKLEY CITY COUNCIL RESOLVES:

SECTION 1: The Council hereby ratifies the amendment to the respective collective bargaining agreements between the City and the Berkley Public Safety Command Officers Association and the Berkley Public Safety Officers Association regarding required additional Internal Revenue Service language in the area of the 2009 waiver of required minimum distribution rules and the definition of distributee. .

SECTION 2: The City Council hereby directs the City Manager to execute the applicable Memorandum of Understanding with each union to maintain the tax exempt qualified status of the Berkley Public Safety Pension System under the provisions of the United States Internal Revenue Code and adjust the necessary labor contracts to reflect the changes.

Introduced and passed at a regular City Council Meeting on Monday November 19, 2012.

Phil O'Dwyer, Mayor

Attest:

Cheryl E. Printz
City Clerk

The City and the Association agree that the City of Berkley Public Safety Retirement System established pursuant to Act No. 345 of the Public Acts of the State of Michigan for the year 1937, consisting of a collectively bargained governmental defined benefit plan. Is hereby amended to include the following provision:

1. 2009 Waiver of Required Minimum Distribution Rules

(a) Notwithstanding anything in the Retirement System to the contrary a participant or beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Section 401 (a)(9)(H) of the Code ("2009 RMDs") and who would have satisfied that requirement by receiving distributions that are: (1) equal to the 2009 RMD's or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the participant, the joint lives (or joint life expectancy) of the participant and the participant's designated beneficiary, or for a period of at least ten years, will receive those distributions for 2009 unless a participant or beneficiary chooses not to receive such distributions. Such Distributions may be treated as an Eligible Rollover Distribution if it otherwise satisfies the requirement as specified in the Retirement System documents.

(b) The definition of a "Distributee" for purposes of eligible rollover distributions under Internal Revenue Code 401 (a) (31) is hereby amended and restated in its entirety as follows:

(c) Distributee: A "distributee" includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Internal Revenue, or an eligible domestic relations order under the Eligible Domestic Relations Order Act, are distributees with regard to the interest of the spouse or former spouse. A distributee also includes an eligible designated non-spouse beneficiary.

A RESOLUTION
Of the Council of the City of Berkley, Michigan
Approving an amendment to the 2010 to 2013 collective bargaining and future
Bargaining agreements with the Berkley Public Safety Command Officers Association
and
The Berkley Public Safety Officers Association
By adding standardized language necessary to maintain the
qualified status of the Berkley Public Safety Pension System
Under the provisions of the United States Internal Revenue Service Code

- Whereas,** The Berkley Public Safety Command Officers Association and the Berkley Public Safety Officers Association, the "Associations" have each entered separate collective bargaining agreements with the City of Berkley as to wages, hours, and conditions of employment for the period of July 1, 2010 through June 30, 2013; and
- Whereas,** Each agreement provides that it may be amended prior to expiration by mutual agreement of the parties; and
- Whereas,** Representatives of the City and the Association have met with legal counsel for the Berkley Public Safety who advised that certain standardized language must be incorporated into each collective bargaining agreement prior to June 30, 2012, in order to preserve the qualified status of the pension system under the Internal Revenue Service code; and
- Whereas,** The language to be added makes no changes to the pension benefits of the terms of the eligibility for pension benefits of current or former employees/participants; and
- Whereas,** The union membership of both Associations have ratified the negotiated amendment and the City Council also agrees to the amendment.

NOW THEREFORE, THE BERKLEY CITY COUNCIL RESOLVES:

SECTION 1: The Council hereby ratifies the amendment to the respective collective bargaining agreements between the City and the Berkley Public Safety Command Officers Association and the Berkley Public Safety Officers Association regarding required additional Internal Revenue Service language in the area of the 2008 Heroes Earnings Assistance and Relief Tax Act of 2008.

SECTION 2: The City Council hereby directs the City Manager to execute the applicable Memorandum of Understanding with each union to maintain the tax exempt qualified status of the Berkley Public Safety Pension System under the provisions of the United States Internal Revenue Code and adjust the necessary labor contracts to reflect the changes.

Introduced and passed at a regular City Council Meeting on Monday June 17, 2013.

Phil O'Dwyer, Mayor

Attest:

Cheryl E. Printz
City Clerk

The City and the Association agree that the City of Berkley Public Safety Retirement System established pursuant to Act No. 345 of the Public Acts of the State of Michigan for the year 1937, consisting of a collectively bargained governmental defined benefit plan. Is hereby amended to include the following provision:

Effective January 1, 2007, the beneficiary of a Member on a leave of absence to perform military service with reemployment rights described in Code Section 414(u) where the Member cannot return to employment on account of his or her death, shall be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) that would be provided under the Plan had the Member died as an active employee, in accordance with Code Section 401(a) 37.