

COLLECTIVE BARGAINING AGREEMENT

CITY OF TRENTON

AND

TRENTON INSPECTORS & LIEUTENANTS ASSOCIATION

AN AFFILIATE OF THE

MICHIGAN ASSOCIATION OF POLICE

JULY 1, 2015 - JUNE 30, 2018

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AGREEMENT

THIS AGREEMENT, entered into September 8, 2015, by and between the City of Trenton, a municipality in Wayne County, Michigan, hereinafter referred to as the "City", and the Michigan Association of Police, representing Lieutenants of the Trenton Police Department, hereinafter referred to as the "Association"; witnesseth:

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the City, the employees and the Association.

The parties recognize the essential public service here involved and that the interest of the community and the job security of the employees depend upon the City's success in establishing and maintaining proper services to its citizens.

The parties mutually recognize that the responsibility of both the employees and the City to the public requires that any disputes arising between the employees and the Management be adjusted and settled in an orderly manner without interruption of said service to the public.

To these ends the City and the Association encourage friendly and cooperative relations between the respective representatives at all levels and among all employees.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements hereinafter contained, it is agreed that:

ARTICLE I RECOGNITION

SECTION 1.

The parties hereto have entered into this Agreement pursuant to the Authority of ACT 379 of the Public Acts of 1965, State of Michigan, as amended: the City recognizes the Michigan Association of Police as the sole collective bargaining agent for matters pertaining to wages, hours and other conditions of employment for the police department members included in the bargaining unit.

SECTION 2.

"City" shall include the elected or appointed representatives of the City of Trenton, Michigan.

"Association" shall include the elected officers or representatives and members of the Lieutenants of the Trenton Police Department, Trenton, Michigan. Whenever the singular number is used, it shall include the plural.

"Chief of Police" shall include the Chief of Police, the Director of Police & Fire Services, or their designee.

SECTION 3.

This Agreement shall be applicable to the Lieutenants and Command Lieutenants and exclude all other members of the Trenton Police Department.

ARTICLE II REPRESENTATION

SECTION 1.

The employees shall be represented by a committee of three (3) members, one of whom shall be the Chairman, who shall be elected in any manner determined by the employees. There may be an alternate appointed in the absence of a regular committeeman. This committee shall be selected from a group of nominees on the seniority list.

SECTION 2.

Promptly following the effective date of this Agreement, the Association and the City shall provide to each other a written list of names and titles of their respective representatives, and will, from time to time, provide prompt notice of any changes.

**ARTICLE III
BARGAINING UNIT ACTIVITIES**

SECTION 1.

The City and Association agree that neither will discriminate against any employee because of the exercise of the employee's legal rights, nor because of the employee's race, religion, or membership or lack of membership or Association.

SECTION 2.

The City will maintain a bulletin board within the department for departmental notices or bulletins which may also be used by the Association. No notice may be posted by the Association without prior approval of and initiating of same by Association Officers and Chief of Police.

SECTION 3.

The Association may schedule meetings on City property which are not disruptive of the duties of the employees of the efficient operation of the department provided they give prior notice to the Chief of Police or designee.

SECTION 4.

Officers and other representatives of the Association shall, with prior approval of the Police Chief, be afforded time during regular working hours without loss of pay to fulfill the Association responsibilities including negotiations with the City, processing of grievances and administration and enforcement of this Agreement. This shall not be interpreted to exceed more than two members of the Association plus the grievant on grievances.

**ARTICLE IV
OTHER AGREEMENTS AND ORGANIZATIONS**

The City shall not enter into any agreements with Association members individually or collectively or with any other organization which in any way conflicts with the provisions hereof.

**ARTICLE V
NO STRIKE CLAUSE**

SECTION 1.

As used in this contract, the word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment. Nothing contained in this act shall be construed to limit, impair or affect the right of the public employee to the expressions or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

SECTION 2.

During the life of this Agreement, the Association will not cause, nor permit its members to cause, nor will members of the Association take part in a strike, or any concerted effort to diminish the quality or quantity of the work performed by members of the Bargaining Unit. In the event of any of the above violations of the Article, the City will take immediate disciplinary action against the employees involved. The City will not lock out Association members during the term of this Agreement.

SECTION 3.

In the event of a strike, work stoppage, or other curtailment, the Association shall immediately instruct the involved employees in writing that their conduct is in violation of the contract and that they may be disciplined up to and including discharge and instruct all such persons to immediately cease the offending conduct.

**ARTICLE VI
RIGHTS OF EMPLOYER**

There is reserved exclusively to the City all responsibilities, powers, rights and authority vested in it by the laws and constitution of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this Agreement. It is recognized by the parties that the government management of the City, the control and management of its properties, and the maintenance of municipal functions and operations are reserved by the City and that all legal prerogatives of the City shall be paramount and be solely the City's right and responsibility; provided, however, the City agrees to negotiate any changes in personnel policies related to hours, wages and working conditions of any of the members of the Association.

The City shall meet and review with the Union any future changes to current job descriptions, at least fourteen (14) calendar days prior to implementation of the changes.

**ARTICLE VII
HOURS OF EMPLOYMENT**

SECTION 1.

As the Police Department is a seven (7) day, twenty-four (24) hour operation, the work schedule for employees of the Police Department shall be twelve (12) hours in a twenty-four (24) hour period. The work week in the Police Department shall be from 7:00 a.m., Monday, through to and including 6:59 a.m. the following Monday. Any time worked in excess of twelve (12) hours per day or eighty (80) hours in any bi-week shall be compensated at the rate of time and one-half.

SECTION 2.

Subject to department manpower requirements, employees shall be permitted to voluntarily trade work or leave days provided such trades do not permit the employees involved to gain overtime as a result thereof:

- A. Members of the Association, with the consent of the Chief of Police or his designee, may be permitted to change shifts.
- B. Work leave days in cases of emergency must be authorized by the Chief of Police or his designee.
- C. The City will designate the number of employees working a shift to maintain safe and orderly police protection; vacancies that are filled will be filled according to the overtime schedule, with low employee in hours to be called first.

The Youth & Investigation Division will maintain their own overtime board within that unit.

D. The following overtime policy shall be adopted:

1. The employee with the least amount of hours shall be contacted by phone to work the overtime. If two or more employees have an equal amount of hours, then seniority shall prevail.
2. The eligible T.I.L.A. employee may be contacted as soon as it is determined that overtime is required.

If the first eligible employee has been contacted and refused the overtime or is unavailable to be contacted, then the next eligible employee may be contacted, and so on.

3. All overtime hours worked will be charged against the employee. This language does not apply to members of the Youth and Investigation Division.

Effective upon ratification of this Agreement, the above language shall be deleted and replaced with the language below.

All overtime hours, worked or refused, excluding court time, will be charged against the officer; exceptions: (1) the officer retains the right to refuse any overtime in excess of sixteen (16) hours, excluding court time during a one-week work period without being charged a refusal; (2) the officer retains the right to refuse, without being charged a refusal, any overtime that would require the officer to work more than sixteen (16) hours in a twenty-four hour period, including court time.

4. In cases of emergency, overtime assignments of four (4) hours or less, may be filled by a qualified employee already at work rather than call an employee not on shift.
5. In the event that a man shortage occurs during the course of a shift, and the overtime involved is less than four (4) hours, an eligible employee from the following shift shall be called first.
6. Employees on vacation, sick leave, funeral leave, compensatory time off, or personal leave days, will not be considered or charged for overtime unless the overtime offered is for the following day.
7. Questions that may arise regarding the application of these rules, or the operation of the overtime board, will be discussed and resolved by the Chief of Police, or his designee, and the committee for T.I.L.A.
8. An oversight of up to twelve (12) hours on call-in time shall not be looked upon as a grievance. The City shall be held harmless when oversights of more than twelve (12) hours are caused by a T.I.L.A. member.

ARTICLE VIII VACATIONS

SECTION 1. REQUIREMENTS

- A. The anniversary date for the computation of credit is understood to be March 1 of each year and runs concurrently to the following March 1.
- B. Persons with less than one full year of employment obtained by his/her first anniversary date, shall receive a prorated vacation in accordance with the schedule of benefit. Also, upon termination of employment, vacation benefits will be prorated accordingly and paid in an amount not to exceed one (1) year's maximum accrual.

SECTION 2. SELECTION & PROCEDURE

- A. An employee's total earned vacation benefit shall be divided, as nearly as possible, into two (2) equal periods, one labeled Summer Vacation Period, and the other labeled Winter Vacation Period.
 - 1. The Summer Period shall run from May 1 to September 30.
 - 2. The Winter Period shall run from October 1 to April 30.
- B. In the case of dividing an odd number of vacation days, this will result in a one (1) day differential between vacation periods. The employee concerned shall be allowed to indicate his preference as to which vacation period he/she wishes the odd day applied.
- C. Vacation schedules shall be posted by March 15th with scheduling completed by April 15th (summer) and posted by August 15th with completed scheduling by September 15th (winter). Selection of vacations shall be based on seniority. Those who fail to make known their preferred vacation dates by April 15th (summer) and September 15th (winter) must take their vacation during any available time remaining as assigned by the Chief of Police or his designee. Vacation shall be Monday through Sunday inclusive. Employees shall be permitted to select vacations by the week.
- D. When an employee becomes ill on vacation, he/she must notify the Chief of Police, or his designee, on the first day of his/her illness (if physically able to do so), and if seriously ill for five consecutive days, he/she will be eligible for another assigned vacation period. All reported illnesses must be substantiated by a doctor's certificate; and the burden of proof rests with the employee.
- E. Youth and Investigation Division may deviate from the above vacation schedule with the approval of the Chief of Police.
- F. All T.I.L.A. members with the exception of those members in Youth and Investigation will make summer and winter selections. After initial vacations have been chosen by T.I.L.A. and M.A.P. members, additional vacation periods may be chosen by T.I.L.A. members within the winter or summer periods, if the member has vacation remaining, with the approval of the Chief of Police and providing said additional periods do not interfere with Departmental scheduling.

SECTION 3. SCHEDULE OF VACATION BENEFITS

Two-hundred (200) vacation hours will be granted the Association members plus eight (8) additional hours for each year of service after 20 years, to a maximum of two-hundred forty (240) hours. Three weeks vacation will be permitted to be taken at any one time and additional consecutive time with approval of the Chief of Police.

SECTION 4.

In the Road Patrol, only one (1) officer, including the Command Lieutenant, shall be allowed to be off on vacation at any time. Selection of vacations shall be based on rank, then seniority within rank, on each shift. Requests for a second officer off on vacation may only be considered on a daily basis and will be subject to a total of no more than two (2) officers off on scheduled leave (inclusive of vacation, personal days, and compensatory time) at any time.

ARTICLE IX
SICK LEAVE & FUNERAL LEAVE

SECTION 1.

Sick leave shall mean any hours not worked as a result of illness. Sick leave will be charged in increments of fifteen (15) minutes.

Employees shall accrue ninety-six (96) hours of sick leave per year. Sick leave will be prorated and credited at the rate of 3.69 hours as earned each payroll cycle.

SECTION 2. USE OF SICK TIME

All employees who are off due to sickness more than fifty-six (56) hours shall present a doctor's certificate to their department head upon their return to work at the request of the department head. If the employee presents a doctor's certificate for any of the first fifty-six (56) hours, those hours that are certified will not be counted in the computation.

SECTION 3. USE OF SICK TIME - FAMILY ILLNESSES

- A. Sick leave may also be charged in the case of illness in the employee's immediate family, including spouse, children and parents (biological parents or an individual who stands or stood in loco parentis to an employee when the employee was a child, not including parents-in-law). All employees, regardless of marital status, will be entitled to utilize sick time for family illnesses in the employee's immediate family as defined above. Under no circumstances will employees be entitled to utilize sick time for family illness unless it is for the legitimate purpose of providing care for that employee's spouse, children or parents in the case of their illness. The employee must notify the command officer in charge at least fifteen (15) minutes prior to the start of the shift when (s)he is unable to report to work because of family illness. Failure to report said absence from the first day of illness before the proper time may be considered an unexcused absence and will be deducted from salary.

- B. Validation of illness in the employee's immediate family will be necessary as determined by the following:
 - 1. Seriousness of the illness reported
 - 2. Length of illness period
 - 3. Frequency of illnesses

Any or all of the foregoing may be considered necessary to require proof of illness and/or sufficient reason before approval of sick pay benefits.

- C. Notwithstanding approved leave as permitted by the Family and Medical Leave Act, the length of time chargeable to sick leave due to illness in the employee's immediate family as permitted in section 3(A), and validated in section 3(B), shall not exceed four (4) days within a twelve month period, (March 1, to March 1, of each year) without prior approval of the Chief and submission of said approval to the city administration.

SECTION 4. REPLENISHMENT OF CREDIT

- A. On March 1 of each year, accumulated unused credits shall be carried forward with unlimited accumulation. Upon departure from the department, these employees shall receive compensation in the sum of equivalent to one half (1/2) of his/her accumulated sick leave credits up to 1,200 hours at his/her prevailing rate.

- B. In the event of death of any employee, the employee's beneficiary(ies) or estate shall receive remuneration for all unused and accumulated sick days at a rate of sixty-five (65) percent times his/her current daily rate or fraction thereof.

- C. Any employee reaching 1,800 hours of sick leave time in their sick leave bank may elect to receive payment or place such payment in his/her deferred compensation program for the amount of sick leave allowed in Section 4A and 4B above, subject to the following payment provisions:
1. Such selection shall be made on or before April 1st of the year in which the employee's sick bank as of March 1st reaches or exceeds 1,800 hours.
 2. Compensation in the sum equivalent to one-half (1/2) of 240 sick leave hours at the employee's prevailing hourly rate will be made in each of the next five (5) years following the employee's selection of this payment.
 3. The employee's total payments shall not exceed the total allowable in Sections 4A or 4B above throughout the employee's employment with the City of Trenton.
 4. The payment method selected will be made on or before August 15th of each year.
 5. This sick leave premium payment will not be included in the final average compensation (FAC) for retirement purposes.
 6. In the event that an employee elects to exercise this payment option, but retires or otherwise separates employment prior to receiving the payments for all five (5) years, the remaining unused sick leave balance shall be paid according to the total allowable limits per Sections 4A or 4B above.
 7. In the event that an employee does not elect to exercise this payment option, the employee shall receive compensation according to the provisions of Sections 4A or 4B above upon retirement or separation of employment.

SECTION 5. FUNERAL LEAVE

An employee shall be given necessary time off with pay to make preparations for and attending the funeral and burial of an immediate member of his/her family. An immediate member of the family for this purpose shall be deemed to be husband, wife, parent or parent-in-law, child, grandparents or grandparents-in-law, brother, sister, brother-in-law, sister-in-law. The Mayor or his designee shall determine the amount of time that an employee be given off to make any arrangements pertaining to the above stipulated funeral and burial time.

Personal leave days or compensatory leave will be granted to employees for attendance of funeral services for a person not specified above when a close personal relationship is shown by documentation and/or approved written request.

ARTICLE X PERSONAL DAYS

Employees covered by this contract shall be entitled to forty-eight (48) hours of personal leave time per year. The City agrees to add eight (8) additional personal leave hours if forty (40) or fewer sick hours are taken in preceding annual sick leave period. This language and accrual formula shall expire on February 28, 2017.

Effective with the personal leave time to be credited on March 1, 2017, the following accrual of personal leave time shall apply:

All employees covered under this contract will receive thirty-two (32) hours of personal leave time on March 1st of each year.

If an employee uses twenty-four (24) hours or less of sick leave in the prior one year period, the employee shall be credited with twenty-four (24) hours of bonus personal leave time on March 1st of each qualifying year.

If an employee uses zero (0) hours of sick leave in the prior one year period, the employee shall be credited with an additional twelve (12) hours of bonus personal leave time on March 1st of each qualifying year, for a total of thirty-six (36) hours of bonus personal leave time.

The annual calculation of sick leave used to determine eligibility for bonus personal leave time shall be from the first day of March to the last day of February of the prior year.

Personal Leave Time is subject to proration at time of hire and separation. Proration does not apply to any bonus Personal Leave Time earned above.

Consistent with language in Article VIII, Section 4, all personal leave time is subject to the provision that no more than two (2) officers are allowed off on scheduled leave (inclusive of vacation, personal days, and compensatory time) at any time.

All personal leave days may be used at the discretion of the employee, subject to minimum shift complement.

ARTICLE XI OCCUPATIONAL INJURY OR DISEASE

SECTION 1. METHOD OF PAYMENT

An employee unable to work because of an injury or disease sustained on the job in the direct line of duty shall receive full pay for fifty two (52) weeks with the employee's workers' compensation checks for this period being turned in to the City. It is understood this full payment will be made for the original and not reoccurring injuries. A different injury would be covered by an additional full fifty two (52) week payment.

SECTION 2. "MAKE-UP" PAY

An employee who, because of compensable injury or occupational disease sustained while on the job working for the City, is unable to perform the major portion the essential job functions, may elect to be employed in other work which he or she can do in his/her own or another department of the City. The rate of pay shall be that of the job he/she can do and is assigned to. Any "make-up" (difference in rate of pay prior to injury and rate of job to which he or she can do on return to work) shall be as prescribed by compensation laws, and applicable federal and state statutes.

SECTION 3. FRINGE BENEFITS

During the initial twenty six (26) week period beginning from the date of injury, the employee will accumulate all present fringes, i.e., vacation days, sick days, holidays, longevity, etc.

After the initial twenty six (26) week period, the employee will be considered an employee on extended medical leave and will not accumulate sick or vacation days. The employee will not be paid for holidays and personal days. Longevity pay will be paid only for the year in which the employee was injured. If disability is of long duration, longevity will be paid for the year in which employee is injured and the year in which he or she returns to work, but no payments will be made in between.

It is understood that there will be no loss of seniority during the disability. Upon return to work the employee will receive in the next year the vacation and longevity pay according to his/her length of employment with the City.

Personal days, holidays and vacation days that he or she had earned prior to and through the first twenty six (26) weeks of injury will be paid to him or her prior to the end of the twenty six (26) week period following the injury if the employee so elects.

Accumulated sick days will be banked until his or her return to work. They are not to be used during any period in which he or she receives Workers' Compensation.

In the case of injury or illness for which an employee is eligible for work disability benefits under the Michigan Workers' Compensation Law, the employee may elect a salary payment which, with his/her work disability payment, equals his/her regular net salary (gross pay less social security, Federal and State tax and retirement deductions). The total hours necessary to equal this payment will be charged against his/her sick time accumulation for each pay period an employee receives this additional payment.

The City will continue payments on Life and Health Insurance, in the manner specified in this Agreement for the duration of his/her disability or until such time that the employee is entitled to (1) complete disability pension; or (2) Medicare and Medicaid, not inconsistent to any other articles of this contract.

SECTION 4. REPORTING

The employee shall report at least once per week to his/her respective supervisor or Department Head regarding his/her physical condition and any major developments which may occur. This will assure Management the opportunity to properly schedule work in its respective operations.

ARTICLE XII NON-OCCUPATIONAL INJURY OR ILLNESS

SECTION 1.

An employee unable to work because of non-compensable injury or illness will use the accrued personal days, earned vacation days and sick days available at the start of his/her injury or illness. He/she will then be classified as an inactive employee on extended medical leave of absence and shall accrue no vacation, sick days, personal days, longevity, etc.

City payments to Life and Health Insurance for such an inactive employee will continue for a twelve month period starting from the day on which all accrued sick days, personal days and vacation days are used up.

ARTICLE XIII INSURANCE

SECTION 1. LIFE INSURANCE

Effective October 1, 2007, the City will furnish to each employee covered by this contract group life insurance with the addition of an accidental death and dismemberment rider to the nearest one thousand dollars of their base salary. The employee may elect supplemental insurance coverage through the City's group insurance carrier subject to the plan's provisions, but this additional cost must be paid by the employee.

SECTION 2. HOSPITALIZATION INSURANCE

- A. The City shall provide medical and prescription drug insurance subject to monthly premium sharing by each employee in the amount of 20% of the illustrative rate for single, two person, or family coverage elected by the employee.

Employees shall be notified in advance of any contemplated change in the carrier of the City's Hospitalization Insurance.

Employees shall be provided with Community Blue PPO, Option 3 (or an equivalent plan provided through another carrier), with a \$20 office visit and chiropractic co-pay, no annual maximum on covered preventative care services provided In-Network. (Benefit summary is provided as Appendix A).

The drug co-pay per prescription is \$10 generic, \$30 brand name. A mail order program providing up to a 100 unit dose supply of maintenance drugs will be provided subject to a co-pay of \$20 generic, \$60 brand name.

Effective January 1, 2016, the prescription drug co-pay per prescription shall be \$10 generic, \$30 preferred brand name, \$50 for non-formulary and specialty drugs. A mail order program shall provide up to a 90 day supply of a maintenance drug at the cost of two (2) co-pays (currently \$20.00 generic, \$60.00 brand name, and if applicable, \$100.00 for non-formulary and specialty drugs).

- B. The City shall provide to active employees the Family Continuation Rider for children as set forth by the insurance carrier's regulations. Each July 1 and January 1 the City will require a status report to verify continued eligibility of this rider.
- C. Opt-Out Provision.
Employees who are eligible to be covered by insurance through their spouse's employer, or elsewhere, may opt-out of the City's health and prescription drug insurance and receive \$250.00 per month in lieu of coverage. If such an election is made and the employee's eligibility for the alternative coverage ceases for any qualifying reason, the employee and their eligible dependents may immediately re-enroll into the City's health insurance plan then available. The opt-out payment will be made on a bi-weekly basis in an amount equal to the annual payment divided by the number of payroll cycles that calendar year. An employee may receive the opt-out payment as a taxable, cash benefit, or they may elect to deposit the payment into their deferred compensation or other qualified account. The opt-out payment shall not be considered as income for fringe benefit purposes (including, but not limited to, pension contributions, computation of final average compensation, or determination of salary for life insurance).

SECTION 3. DENTAL

The City shall provide and pay the full cost of a full family dental insurance program as follows:

	<u>In-Network Member Dentist</u>	<u>Out-of-Network Non-Participating Dentist</u>
<u>Class I Benefits</u>		
Diagnostic Services	100%	80%
Preventative Services	100%	80%
Emergency Palliative Services	100%	100%
<u>Class II Benefits</u>		
Radiographs	80%	80%
Oral Surgery	80%	80%
Minor Restorative Services	80%	80%
Periodontics	80%	80%
Endodontics	80%	80%
<u>Class III Benefits</u>		
Prosthodontics	75%	75%
Major Restorative Services	75%	75%
<u>Class IV Benefits</u>		
Orthodontics (to age 19)	50%	50%

Deductible Limitations – None

Maximum payment – \$1,000.00 per person total per calendar year for Class I, Class II and Class III Benefits. Payment for Class IV benefits will not exceed a lifetime maximum of \$1,000.00 per eligible person.

SECTION 4. OPTICAL

The City will provide the cost of the full-family plan as set forth in the policy for a comprehensive optical insurance plan allowing for full vision care subject to a Ten Dollar (\$10.00) deductible at all participating optometrists.

SECTION 5.

Effective July 1, 1984, the City shall continue for the surviving spouse and for any minor dependent children of a deceased employee who was not eligible for a pension the same hospital, dental, and optical insurance policies. Such coverage shall cease if coverage is available or being provided by the surviving spouse's/parent's employer. Further, such coverage shall cease after twelve (12) months, or earlier upon remarriage of the surviving spouse.

SECTION 6. RETIREE INSURANCE

The City will provide retirement medical, dental and optical insurance, including spouse at the time of retirement (benefit will cease for the spouse in the event of a divorce), and continuing for dependent children until they reach the age of nineteen (19). Benefits will continue for a widow/er until such time as she/he remarries or otherwise becomes eligible for insurance coverage. No retiree may add a spouse and/or dependent child after their date of retirement.

Effective July 1, 2007, retiree health insurance and prescription drug benefits shall mirror those provided to active employees. Plans offered and benefit levels, co-pays and deductibles shall be subject to modification through collective bargaining. Benefits will also require the same premium contributions as those made by active employees (if applicable). A minimum of ninety (90) days advance notification will be provided before any changes in benefits will be implemented.

Eligible retirees are responsible for, and required to pay the full cost of, any coverage levied by Medicare. Any Medicare premium amount a Retiree and eligible spouse (if applicable) are responsible for paying shall be offset against the total premium sharing amount owed to the City.

A. HOSPITALIZATION INSURANCE.

1. Retirees with a date of hire after January 1, 1996.

The City will pay the cost of the employee's retirement health insurance in accordance with this section as follows:

If at the time of retirement the employee's age is at least 55 years and the employee has service years solely with the City of Trenton equal to a minimum of 20 years, the City's obligation to provide for health insurance will be continued for the employee and/or spouse. In the event of the death of the retiree, the City's obligation for the cost of this benefit will be continued for the retiree's spouse until their death or remarriage. The City's obligation for the cost of this benefit will be suspended if the retiree or the retiree's spouse is eligible for health insurance benefits from other employment or through a spouse's employment after the employee's retirement from the City. If at any time the health insurance with the other employer is terminated the retiree may immediately re-enroll on the City health insurance coverage without cost or penalty to the retiree. This benefit will not be available to those employees who terminate employment prior to retirement from the City, regardless of having a vested interest in the City's retirement system.

2. The retiree and spouse must when eligible for Medicare apply for parts "A" and "B". If eligible the City will then furnish the retiree and/or spouse with hospitalization/medical insurance at coverage levels and costs as provided elsewhere in this Article, until the death of each, or as defined above.

3. Retirees with a date of hire after January 1, 2016.
Effective for all employees hired after July 1, 2016, employees shall no longer be entitled to retiree health care at any cost to the City. Retiree Health Savings Accounts (RHSA's) shall be established for all new hires after July 1, 2016, and will be funded with a mandatory employee contribution of 2.0% of base wage, to be matched with a City contribution of 2.0% of base wage. RHSA contributions, roll-overs and disbursements must comply with applicable IRS standards. This language and benefit change shall not apply to employees who become new members of the TILA bargaining unit after July 1, 2016, if they were employed as full-time, sworn officers of the Trenton Police Department prior to July 1, 2016.

B. DENTAL & OPTICAL INSURANCE

The City shall provide dental (minus orthodontia) and optical insurance for all new retirees, their spouse, and eligible dependent children of the retiree, until the retiree reaches age 65. Benefits will continue for a widow/er until such time as she/he remarries, reaches the age of 65, or otherwise becomes eligible for dental and/or optical insurance.

C. LIFE INSURANCE

Retirees with an effective date of retirement after July 1, 2007, shall be provided with life insurance in the amount of Ten Thousand Dollars (\$10,000.00).

SECTION 7.

The effective date of all insurance policies shall be the next eligible enrollment date after the ratification of this contract. Any increases in the cost of insurance shall be paid by the City.

SECTION 8. FUNERAL BENEFITS

Funeral expenses up to and including a maximum of Four Thousand Dollars (\$4,000.00) will be paid by the City of Trenton for any employee killed while on the job, or in the line of duty, or as a direct result of an injury sustained while on the job, or in the line of duty.

SECTION 9.

In the event a carrier eliminates one of the health care plan(s) set forth in this Article above or a plan(s) will be subject to the Cadillac Tax under the Affordable Care Act or other similar state or federal law or regulation (hereafter collectively "the Cadillac Tax"), the City will give notice to the Union for the purpose of reviewing and discussing options. If the parties are able to reach agreement on an option that avoids the Cadillac Tax, that option shall be implemented. If agreement between the parties is not reached, the City shall implement the most comparable standard plan that does not result in a cost increase to the City to replace the plan(s) that are being eliminated or that will be subject to the Cadillac Tax.

**ARTICLE XIV
ALLOWANCES**

SECTION 1. UNIFORM ALLOWANCE

A quarter master account shall be established for each employee. Employees shall be eligible for reimbursement from their quarter master account for all approved uniform expenses up to \$600.00 per fiscal year (July 1 to June 30).

SECTION 2. CITY LIVING BONUS

Effective July 1, 2015, employees who reside within the Trenton City Limits shall be eligible to receive a Trenton City Living Bonus in the amount of \$1,000.00. Such payment is subject to proration and shall be made in arrears on June 30, 2016; June 30, 2017; and June 30, 2018. This bonus shall sunset on June 30, 2018, unless mutually extended by the City and Union.

ARTICLE XV HOLIDAYS

SECTION 1.

Holidays with pay at regular rate shall be New Year's Day, Washington's Birthday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, Veteran's Day, Good Friday, Martin Luther King's Birthday, National Peace Officers Memorial Day and Lincoln's Birthday payable in one lump sum between July 1st and July 15th. This lump sum payment shall be in an amount equal to 104 hours (equivalent to 13 holidays multiplied by 8 hours each) at the officers regular rate of pay.

SECTION 2.

Should any of the above days fall on an employees regular leave day, he/she shall receive the holiday pay at the regular rate.

SECTION 3.

Employees required to work on holidays as part of their regular shift, shall be compensated at the rate of time and one-half their regular hourly rate.

SECTION 4.

Employees called in to work an overtime shift on a holiday shall be compensated at the rate of double their regular hourly rate.

SECTION 5.

When a conflict exists between a traditional holiday date and the legal (Monday) holiday date, the legal date shall apply to the Youth and Investigation Division and the traditional date shall apply to the Uniform Division.

ARTICLE XVI CALL-IN TIME

Employees called back to work after they have completed their work day or if called back on their regular day off, will receive time and one-half for all hours worked, but not less than four (4) hours minimum at time and one-half, providing it is not contiguous to their regular work schedule.

- A. If contiguous to regular work shift of any employee he/she will not receive four (4) hour minimum but will be paid for hours worked.
- B. Employees notified of a change from their weekly work schedule as posted, excluding emergencies, shall be notified twenty-four (24) hours in advance of the time they are to report for work. In cases other than emergencies, the employee shall receive time and one-half for the first eight (8) hours work on the changed schedule.
- C. Work schedules shall be posted one week in advance.
- D. If an employee's schedule is changed for the purpose of attending any type of training, the employee will not receive the additional compensation for the schedule change provided in section B.

ARTICLE XVII COURT TIME

Employees subpoenaed or scheduled to any court or administrative agency shall receive straight-time pay if during their regular scheduled work hours. If subpoenaed or scheduled to appear during hours in which they would normally be off, they shall be compensated at the rate of time and one-half for all hours worked. Payment of court time pertains only when attendance is required as a result of direct actions of the employee in the performance of police duties and provided such hours are not contiguous to the employee's regular work shift.

Employees will receive not less than three (3) hours at time and one-half when attendance is required at any Downriver Mutual Aid Community District Court.

Employees will receive not less than four (4) hours at time and one-half when attendance is required at any Court or Administrative Agency (including but not limited to Drivers License Appeal Board, Liquor Control Commission, etc.) if such physical attendance is outside of the jurisdiction of any Downriver Mutual Aid Community District Court.

Employees will receive the minimum hours of overtime as described above if required to give depositions relating to cases involving these courts or agencies, depending upon the physical location of said deposition.

Transportation (unless provided by the city), a lunch allowance of six (\$6.00), and other approved expenses shall be reimbursed to the employee by the City when required to appear and such appearance is beyond the jurisdictional limits of the 33rd District Court and requires six (6) hours or more in a given day. If such appearance requires the employee to be housed outside of the City of Trenton, then the allowance for meals will be limited to twenty four (\$24.00) Dollars per diem.

When an employee is scheduled to appear in court, the trading of days or shifts will not be permitted.

ARTICLE XVIII LONGEVITY

Any employee with ten (10) years of continuous service shall receive Seven Hundred Fifty Dollars (\$750.00) and an additional Fifty Dollars (\$50.00) for each year of service thereafter without limitation. Longevity will be payable on the payroll cycle following the employee's anniversary date.

Effective July 1, 2012, new hires after this date are not eligible for Longevity Pay.

ARTICLE XIX SHIFT DIFFERENTIAL

SECTION 1.

Shift differential will be paid on the employees' hours. Employees working the midnight shift (7:00 p.m. to 7:00 a.m.) shall be paid fifty cents (50¢) per hour.

SECTION 2.

Any member of the Trenton Police Department covered by this contract shall receive the shift differential applicable for working hours prior to or beyond his/her regular shift. The day shift shall receive the differential applicable for hours worked during the midnight shift.

ARTICLE XX RETIREMENT

SECTION 1.

Except as altered by this Collective Bargaining Agreement, eligible employees shall receive retirement benefits in accordance with PUBLIC ACT 345 (Policemen and Firemen Retirement Act).

SECTION 2.

Each eligible employee will retire at the average of the highest annual compensations during a period of three (3) years of service contained within the last ten (10) years of service.

SECTION 3. SURVIVOR BENEFITS (former sections 5 & 7)

- A. In the event of the death of the member/retiree after retirement and before the 15th year the spouse or surviving beneficiary benefit will be 60% of the benefit which would have been paid to the member/retiree had he/she not died.
- B. Under this contract, the City extends "the automatic 60%-to-surviving-spouse benefit" to surviving spouses of deceased police officer disability retirees. This benefit applies to employees whose disability retirement occurs after the ratification of this agreement.

SECTION 4. RETIREMENT BENEFITS FOR EMPLOYEES HIRED BEFORE JANUARY 1, 1996.

The following benefit provisions apply only to those employees who were hired before January 1, 1996:

- A. A member who has 25 or more years of service may leave the service and receive the full retirement benefits payable throughout his/her life as provided, regardless of age.
- B. The pension for all members will be increased by 10% on the anniversary of the 5th year of retirement, an additional 10% the 10th year of retirement and an additional 5% the 15th year of retirement. Each percentage increase is based on the amount of the annual pension payable on the date of retirement.

EXAMPLE: Using a base annual pension benefit of \$100 at time of retirement.

	<u>Retiree's Benefit</u>	<u>In case of death of Retiree, Surviving Spouse - Beneficiary</u>
Benefit at retirement	\$100.00	\$60.00
Benefit on the anniversary of the 5th year of retirement	\$110.00	\$66.00
Benefit on the anniversary of the 10th year of retirement	\$120.00	\$72.00
Benefit on the anniversary of the 15th year of retirement	\$125.00	\$75.00

- C. An annuity withdrawal option for employees covered by this contract will be allowed if it is within the employer's authority to do so.
- D. The multiplier shall be 2.5% for each year of service, up to a maximum of 80%.
- E. The computation of the Final Average Compensation (FAC) will include only base annual wage, holiday pay, overtime pay and unused vacation leave.
- F. The employee contribution rate shall be 6.0% of all pensionable earnings, with such contribution taken as a payroll deduction on a post-tax basis.

SECTION 5. RETIREMENT BENEFITS FOR EMPLOYEES HIRED AFTER JANUARY 1, 1996.

The following benefit provisions apply only to those employees who were hired after January 1, 1996:

- A. Effective January 1, 1996, all new Employees must be at least 55 years of age and have at least 20 years of service before being eligible for any post retirement benefits.
- B. Employees shall not be eligible for any cost of living increase to their pension after their date of retirement.
- C. Employees shall be eligible for an annuity withdrawal option at the time of retirement with such withdrawal calculated at the actuarial equivalent rate.

- D. The multiplier shall be 2.0% for each year of service, up to a maximum of 80%.
- E. The computation of the Final Average Compensation (FAC) will include only base annual wage, plus up to 240 hours of accrued leave time which is payable at the time of retirement. All other forms of compensation, allowances and special payments not listed above are not included in Final Average Compensation.
- F. The employee contribution rate shall be 6.0% of all pensionable earnings. The contribution by employees hired after January 1, 2012, shall be made on a pre-tax basis consistent and in accordance with the "pick up" provision of Internal Revenue Code Section 414(h)(2).
- G. Employees shall be provided a one-time, irrevocable opportunity to purchase prior service credit with the Trenton Police Department in accordance with the Memorandum of Understanding dated September 28, 2012.
- H. The City shall provide employees with Long Term Disability (LTD) coverage as detailed in the plan document policy until such time as the employee is vested in the Act 345 Police & Fire Retirement System (*Benefit Summary provided as Appendix C*). The City reserves the right to select an alternative carrier, provided that benefits are substantially equal.

SECTION 6. MORATORIUM.

The parties agree that for a period of ten (10) years following the date of ratification of this Agreement, neither party shall submit to, or include in any filing for, Act 312 Arbitration, any changes in pension benefits or contributions, or other issues related to, or arising from, the conversion of the post-1996 Defined Contribution Plan participants, or any new hires or prospective employees, back into a Defined Benefit Plan.

Additionally, any service time purchased or accrued during said ten (10) year period, shall under no circumstances, be subject to any retroactive change in benefit level.

Notwithstanding the foregoing, both parties reserve the right to negotiate modifications through the collective bargaining process up to, but excluding, Act 312 Arbitration.

Notwithstanding the foregoing, nothing shall prohibit submission of such issues for pre-1996 plan participants, to Act 312 Arbitration.

The terms and conditions set forth in this Section shall survive termination or expiration of this Agreement and instead remain binding upon the parties and each, affected employee, until the expiration of the 10 year Moratorium period, and shall be included in, and mandatorily become part of, any subsequent collective bargaining agreement between the parties through the expiration date of the 10 year Moratorium.

SECTION 7. FUNDING OF RETIREE HEALTH CARE

The parties agree that the cost of hospitalization and medical insurance for retirees may be paid by and out of the Act 345 pension levy.

ARTICLE XXI SENIORITY AND PROMOTIONS – LAYOFF

SECTION 1.

The City shall have the prerogative to determine whether or not a permanent vacancy is to be filled.

SECTION 2.

The officer selected shall be entitled to a fair trial period not to exceed six (6) months on the job, provided he/she has successfully passed his/her external and internal training courses, and has a satisfactory personnel record. If within that period of time said officer is found to be incapable of handling said work, he/she shall return to the job he/she vacated prior to his/her advance to the higher rank. When the officer returns to his/her former position, there will be no loss of seniority rights. All advancements and/or monies resulting from his/her initial advancement and subsequent moves and/or advancements shall be cancelled.

SECTION 3.

Movement of personnel between divisions or departments will be allowable, upon the approval of the Chief of Police.

SECTION 4.

If any Association member is promoted to an appointed position, and is not reappointed, he/she may return to his/her previously held rank. This also applies to the two personnel now holding appointed positions in the Police Department, namely, Chief and Deputy Chief.

SECTION 5.

All lay-offs shall be in reverse order of seniority. All recalls shall be in order of seniority.

**ARTICLE XXII
HEALTH AND SAFETY**

SECTION 1. RESPONSIBILITY

It shall be the mutual responsibility of the City and all its employees to enjoin themselves in the humanitarian goal of preventing human suffering through accidents, injuries and unhealthy working conditions. Both parties to this contract will endeavor to mutually and cooperatively enforce the safety rules and regulations that will be so set forth, by Occupational Safety and Health Act (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) and those enacted by the City Safety Committee.

**ARTICLE XXIII
GRIEVANCE PROCEDURE**

Should any differences, disputes or complaints arise as to the meaning or application of the provisions of this Agreement, or should there be an appeal of discipline, such differences or appeal shall be resolved in the following manner.

SECTION 1.

An employee and/or his/her Association Representative shall present the grievance in writing to the Deputy Chief within fifteen (15) days after the grievance occurs. The Deputy Chief shall have ten (10) working days, (excluding Saturdays, Sundays and Holidays) in which to answer the grievance in writing.

SECTION 2.

If the grievance is not settled at the end of a five (5) working day period, (excluding Saturdays, Sundays and Holidays) after receipt of the Deputy Chief's written answer, the Association Representative shall then contact the Association Chairman and they, including the Grievance Committee, shall then contact the Chief of Police and attempt to resolve the grievance. The Chief of Police shall then have ten (10) working days (excluding Saturdays, Sundays and Holidays) in which to answer the grievance in writing.

SECTION 3.

If the grievance is not settled at the end of a ten (10) working-day period (excluding Saturdays, Sundays and Holidays), after receipt of the Chief of Police's written answer, the Grievance Committee shall then contact the designated representative of the Mayor and Council for an appointment to further discuss the grievance. The specifically designated representative of the Mayor and Council shall meet with the grievance committee as soon as possible after this request is received, but not to exceed fifteen (15) working days (excluding Saturdays, Sundays and Holidays). If the grievance is not resolved at this meeting, the designated representative of the Mayor and Council shall have thirty (30) working days (excluding Saturdays, Sundays and Holidays) in which to submit a written answer to the Association.

SECTION 4.

If a satisfactory settlement cannot be reached between the City and the Association in the meeting referred to in SECTION 3, the Association shall, within thirty (30) days after the meeting, notify the Council of their decision to take the grievance to arbitration or the grievance shall be declared settled. If the Association decides to arbitrate the grievance, the arbitration proceedings shall be conducted by an arbitrator to be selected from a list submitted by either the Michigan Employment Relations Commission (MERC) or American Arbitration Association (AAA).

The fees of the arbitration proceedings shall be borne equally by the City and the Association and the decision of the arbitrator shall be final and binding on both parties.

The arbitrator shall not have the power to alter or modify the terms of this Agreement, but the arbitrator shall have the authority to interpret said Agreement. In cases involving a discharge of disciplinary action, the arbitrator shall determine if the said discharge or discipline was for just cause and/or causes, and the arbitrator may affirm, reverse or modify the City's action with the right to grant back pay.

SECTION 5. TIME LIMIT

No grievance shall be processed unless it is presented within fifteen (15) days of its occurrence or knowledge of its occurrence. The time limits set forth above in Step I through IV may be extended for good cause shown or mutual consent of the parties.

Failure of the Association to abide by the time limits set forth in Step I through IV above, shall be considered an abandonment of the grievance. Failure of the employer to abide by the time limits set forth in Step I through IV above, shall be considered a granting of the grievance without prejudice.

**ARTICLE XXIV
JURY DUTY**

An employee who serves on jury duty shall be carried as if he/she was working. The employee will be paid the difference between the pay for jury duty and his/her regular pay.

**ARTICLE XXV
WAGES**

SECTION 1.

Command Lieutenant wages for the term of this Agreement shall be as follows:

	2.0% increase 7/1/15	2.0% increase 7/1/16	1.0% increase 7/1/17
Start	\$71,947.70 \$34.590	\$73,386.65 \$35.282	\$74,120.52 \$35.635
1 month	\$74,347.23 \$35.744	\$75,834.17 \$36.459	\$76,592.52 \$36.823
<u>With 2% Education & Training Supplement</u>			
Start	\$73,386.65 \$35.282	\$74,854.39 \$35.988	\$75,602.93 \$36.348
1 month	\$75,834.17 \$36.459	\$77,350.86 \$37.188	\$78,124.37 \$37.560

The time served at the "Start" rate is one (1) month, after which the employee will advance to his or her full rate of pay as a Lieutenant.

SECTION 2. EDUCATION AND TRAINING SUPPLEMENT

Employees covered by this Agreement who have obtained a Bachelors degree from an accredited college or university and have successfully completed either the FBI National Academy or Staff and Command, or have obtained a Masters degree in a field related to law enforcement administration from an accredited college or university, shall receive a supplemental payment of two percent (2%) of their base rate of pay for all hours worked (see Section 1).

ARTICLE XXVI MISCELLANEOUS PROVISIONS

SECTION 1. DISCIPLINARY DUE PROCESS AND MEMBERS' RIGHTS

- A. The intent and purpose of this Article is to provide disciplinary due process action. In the event there is a conflict between this Article and a section(s) of the City Code, the language in the Collective Bargaining Agreement shall prevail. When employee disciplinary action is necessary, the following disciplinary options are available to the Department:

This form of discipline is usually at the level of a member supervisory officer, who shall be empowered to issue reprimands (both oral [in the form of a "Written Notice of Oral Reprimand"] and written), copies of which will be submitted to the Union Representative and Chairman. A written reprimand may be appealed to the Chief of Police for a hearing (Chief's Hearing) or, if issued by the Chief, then to the City Administrator.

Upon a full investigation of allegations against an employee, including interviews with the employee the Chief may conduct a hearing and render any disciplinary penalty, including a suspension or discharge. The Chief's decision will be transmitted in writing to the affected member and, if requested by the member, to the Union Chairman within five (5) working days of the completion of the hearing.

- B. Appeals Process. All cases of discipline may be processed as a grievance or to arbitration.
- C. The City agrees that upon imposing discipline, the Union representative may be notified in writing of the action taken. Employees may be given copies of all disciplinary actions and a copy shall be placed in the employee's personnel file. This section does not pertain to employee counseling.
- D. When twenty-four (24) months of satisfactory service have been completed from the last disciplinary action taken by the City, all written reprimands appearing in the records shall, at the request of the employee, be removed.
- E. The Department shall give a member at least five (5) working days notice with a copy to the Union of any disciplinary matter scheduled to be heard at a Chief's Hearing.
- F. An association officer, legal counsel, or both have the right to be present at all Chief's Hearings at the request of the member. The legal counsel shall be permitted to cross-examine all witnesses against the member, if testimony is taken.
- G. Throughout all Chief's Hearings, each member shall be presumed to be innocent and that presumption remains unless the Department overcomes it by the preponderance of the evidence.

- H. Whenever a member is subjected to interrogation by his Supervisor and/or Chief of Police for any reason which could lead to disciplinary action, dismissal or criminal actions or charges, such interrogation shall be conducted under the following conditions:
 - 1. The interrogation shall be conducted at a reasonable hour, preferably at the time when the member is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required.
 - 2. No interrogation shall begin until the member has been notified that he has a right to have counsel or an officer of the Union present.
- I. If any member is ordered to make an oral statement, he shall comply, subject to the receipt of Miranda or Garrity warning, or both, and shall be given a reasonable time to act in accordance with such rights, not to exceed twenty-four (24) hours, excluding weekends and holidays. After a member is ordered to make any written statement in response to any alleged misconduct on his part, he shall have at least thirty-six (36) hours from the time of the order to comply.
- J. A member who is charged with a felony or misdemeanor may be suspended by the Chief of Police without pay until such time that the criminal case is completed and a decision is rendered at a Chief's Hearing. A Chief's Hearing may be conducted regardless of the outcome of the criminal case, but shall not be required.
- K. Any member may be temporarily suspended, with pay, from duty by any superior officer in order to insure the good order and efficiency of the Department.
- L. All suspended members shall immediately surrender their badge, service weapon, and departmental identification and shall not be empowered as police officers until such time that the suspension is rescinded by the Chief of Police.
- M. All suspension days will be deducted for the member's total departmental service time for the purpose of determining a member's seniority.

SECTION 2.

Employees may, in writing, direct the City to deduct each month from their salary the amount of their dues to the Association. The City agrees to comply with such written authority and to transmit such sums to the Association.

SECTION 3.

The City agrees to pay 2/3 of the dues to the Wayne County Lieutenants, Sergeants and Corporals Association for eligible employees covered by this Agreement, thus facilitating a meaningful dialogue and relationship with other law enforcement agencies in mutual problems, common goals, and solutions. Repayment to the officer will be made upon presentation of a paid receipt to the Controller's Office.

SECTION 4. PURCHASE OF SERVICE WEAPON AT RETIREMENT

Any member who retires with 25 years of honorable service, shall have the option of purchasing his/her service weapon for a charge of two hundred fifty dollars (\$250.00) under the following conditions:

- A. Sale of the service weapon to the retiring officer shall be subject to approval by the Mayor after consideration by and recommendation of the Chief of Police.
- B. The service weapon must be re-registered in the retiring officer's name after approval and prior to his/her last working day.
- C. Purchase and payment must be made prior to re-registration in the retiree's name.
- D. Sale will comply with all applicable laws.

- E. The retiring officer will provide the City with a full release from all liability arising out of the purchase of said officer's service weapon.

SECTION 5.

Pursuant to Public Act 212 of 1999, employees covered by this collective bargaining agreement shall not be required to reside within the City of Trenton.

**ARTICLE XXVII
GENERAL**

SECTION 1.

In the event that any provision of the Agreement shall at any time be held contrary to law by a court of competent jurisdiction from those final judgments or decrees no appeal has been taken within the time provided therefor, such provision shall be void and inoperative. However, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

SECTION 2.

Copies of this Agreement shall be distributed by the City, at the City's expense, once to all T.I.L.A. unit members.

SECTION 3. LOCAL FINANCIAL STABILITY & CHOICE ACT

This Agreement adopts by reference any terms and conditions imposed by the State of Michigan, the Department of Treasury, Public Act 436 of 2012 or any other regulation or law adopted by the State of Michigan.

The inclusion of this language or any language required under section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Manager; (2) PA 436 of 2012, as amended, (Local Financial Stability and Choice Act) ("the Act"); or (3) any action of an Emergency Financial Manager which acts to reject, modify or terminate the collective bargaining agreement. This Section shall immediately sunset if that Act is ruled unconstitutional or reversed in a final decision by the Michigan Supreme Court, the Michigan Court of Appeals or a federal court.

**ARTICLE XXVIII
DURATION**

SECTION 1.

This Agreement shall be in effect from July 1, 2015, through to and including June 30, 2018, subject to ratification by the Association and the City Council, City of Trenton.

SECTION 2.

If either party desires to modify or change this Agreement, it shall, not less than sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment may set forth the nature of the amendment or amendments desired.

SECTION 3.

If notice of amendment of this Agreement has been given in accordance with Section 2, this Agreement may be terminated by either party on ten (10) days' written notice of termination.

SECTION 4.

Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

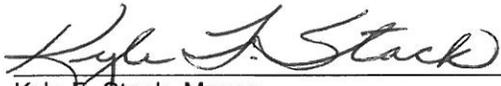
SECTION 5.

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, except as provided in SECTION 2 above.

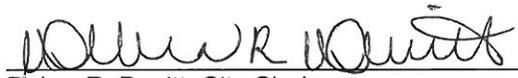
SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this, the 8th day of September, 2015.

CITY OF TRENTON



Kyle F. Stack, Mayor



Debra R. Devitt, City Clerk

**MICHIGAN ASSOCIATION OF POLICE
T.I.L.A.**



Todd Fincher, TILA Committee Member



James Steffes, MAP Representative

Benefit Description	Active + Mirrored Retirees	
	In-Network	Out-Of-Network
Benefit Year	January 1 through December 31	
Deductible per Benefit Year	\$250/person \$500/family	\$500/person \$1,000/family
General Benefit Percentage	80% after deductible (20% coinsurance)	60% after deductible (40% coinsurance)
Coinsurance Maximum Out-Of-Pocket per Benefit Year	\$1,000/person* \$2,000/family*	\$3,000/person* \$6,000/family*
Total Maximum Out-Of-Pocket per Benefit Year	\$2,500/person* \$5,000/family*	Not applicable
*Includes deductible, Coinsurance Maximum Out-of-Pocket, and medical co-payments. Does not include charges for private duty nursing, or expenses that constitute a penalty for non-compliance, exceed the usual and customary charge, exceed the limits of the Plan, or are otherwise excluded.		
Annual Maximum Paid per Covered Person per Benefit Year for All Covered Expenses	Unlimited	
<u>Outpatient Physician Services (Includes Office Visits, Immediate Care Center Visits, and Second Surgical Opinions)</u> Physician's Fee for an Examination All Other Charges Billed in Connection with the Examination	\$20 co-payment per visit, then 100% (deductible waived) Paid the same as any other illness; benefit percentage depends upon the type of service rendered	60% after deductible Paid the same as any other illness; benefit percentage depends upon the type of service rendered
Special Note About the Outpatient Physician Visits Benefit: Any eligible service that is performed by an In-Network provider and billed with a place of service code "11" (physician's office) or "20" (urgent care center) shall be paid at 100% and all applicable deductible amounts shall be waived. However, the co-payment applicable to the physician's exam will still be assessed.		
Pre-Surgical Consultations	100%; deductible waived	60% after deductible
<u>Routine Preventive Care</u> Physician's Fee for an Examination Well-Baby/Preventive Care for Children Routine X-Rays and Labs Flu Shots and Other Routine Immunizations FDA-Approved Contraceptive Methods and Sterilization Procedures for Women with Reproductive Capacity Mammograms and Other Routine Services Colonoscopies	100%; deductible waived 100%; deductible waived	Not covered 60% after deductible
Special Notes about Routine Preventive Care: 1. Co-insurance or an office visit co-payment may be imposed on preventive care services if either the visit is billed separately from the preventive care service or the services are provided during an office visit whose primary purpose is not preventive care (and the services are not billed separately). 2. The Routine Preventive Care Benefit will provide coverage for certain evidence-based items (with A or B ratings) in the recommendations of the United States Preventive Services Task Force; immunizations recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention; evidence-based preventive care and screenings for infants, children, and adolescents provided for in the comprehensive guidelines supported by the Health Resources and Services Administration (HRSA); and additional women's preventive care and screenings in comprehensive guidelines supported by the HRSA.		
<u>Diagnostic Colonoscopy</u> One Diagnostic Colonoscopy per Covered Person per Benefit Year (In-Network and Out-of-Network Services Combined)	100%; deductible waived	60% after deductible
Special Note about Diagnostic Colonoscopy Benefit: Charges in excess of this frequency maximum may be considered under the Comprehensive Medical Expense Benefit.		
<u>Emergency Room Treatment</u> Physician's Fee for an Examination in the Emergency Room All Other Charges Billed by the Physician in Connection with the Emergency Room Treatment Hospital's Fee for the Use of the Emergency Room All Other Services Billed by the Hospital or Any Other Provider in Connection with the Emergency Room Visit	\$50 co-payment* per visit, then 100% (deductible waived) *may waive if admitted 100%; deductible waived 100%; deductible waived 100%; deductible waived	\$50 co-payment* per visit, then 100% (deductible waived) *may waive if admitted 100%; deductible waived 100%; deductible waived 100%; deductible waived
Ambulance Transportation	80% after deductible	Paid as in-network

Benefit Description	Active + Mirrored Retirees	
	In-Network	Out-Of-Network
<u>Authorization Requirement</u> \$100 Penalty Applies if an Inpatient Hospital Admission (Including an Observational Stay at the Hospital) is Not Authorized \$0 Penalty for Non-Compliance for Outpatient Services	Required for all inpatient hospital admissions, observational stays at the hospital, and certain outpatient services listed at the end of this summary	
<u>Inpatient Hospital Services</u> Room and Board, Surgical Services, and Ancillary Services	80% after deductible	60% after deductible
<u>Inpatient Physician Services</u> Hospital Visits, Surgical Procedures, and Anesthesiology	80% after deductible	60% after deductible
<u>Obstetrical Services</u> Physician's Fee for Prenatal and Postnatal Care Physician's Fee for Delivery All Other Services Billed by the Physician, Hospital, or Any Other Provider in Connection with the Pregnancy (e.g., labwork, ultrasound charges, etc.)	100% (deductible waived) if prenatal and postnatal care are billed separately from the delivery charge or 80% after deductible if prenatal and postnatal care services are consolidated for billing purposes 80% after deductible Paid the same as any other illness; benefit percentage depends upon the type of service rendered	60% after deductible 60% after deductible Paid the same as any other illness; benefit percentage depends upon the type of service rendered
Transplant Services	100%; deductible waived	100%; deductible waived
Special Note about Transplant Services Benefit: For the purposes of this benefit, the term "Transplant Services" as used above includes charges for any transplant-related pre-operative office visits, the hospital's facility fee, the surgical procedure (including, but not limited to, the surgeon's fee, the assistant surgeon's fee, the anesthesiologist's fee, and charges for medical supplies), all transplant-related laboratory charges or x-rays, prescription drugs administered while the covered person was an inpatient during the transplant procedure, and any transplant-related post-operative office visits.		
<u>Outpatient Services</u> Surgery and Surgery-Related Services Chemotherapy and Radiation Therapy Hemodialysis Diagnostic X-Rays and Lab Services	80% after deductible	60% after deductible
<u>Allergy Services</u> Injections, Serum, and Testing	100%; deductible waived	60% after deductible
<u>Chiropractic Care</u> Spinal Manipulations, Therapy Treatments, and a Physician's Fee for an Initial or Periodic Evaluation Diagnostic Spinal X-Rays 24 Visits* Allowed per Covered Person per Benefit Year for All Chiropractic Care (In-Network and Out-of-Network Services Combined) *A visit includes one or more chiropractic services rendered in a day	\$20 co-payment per day, then 100% (deductible waived) 80% after deductible	60% after deductible 60% after deductible
<u>Rehabilitative Therapy</u> Physical Therapy, Speech Therapy, and Occupational Therapy 60 Outpatient Visits per Covered Person per Benefit Year (In-Network and Out-of-Network Services Combined)	80% after deductible	60% after deductible
Durable Medical Equipment, Prosthetics, and Orthotics	80% after deductible	Paid as in-network
<u>Behavioral Care (Includes Mental Health Care and Addictions Treatment)</u> Inpatient/Partial Hospitalization Services Outpatient/Intensive Outpatient Mental Health Care Services Performed in a Physician's Office and Billed With a Place of Service Code "11" (Physician's Office) Outpatient/Intensive Outpatient Mental Health Care Services Performed in a Facility, Clinic, or Any Other Place of Service Outpatient/Intensive Outpatient Addictions Treatment Services	Paid the same as any other illness Paid the same as any other illness Paid the same as any other illness Paid the same as any other illness	Paid the same as any other illness Paid the same as any other illness Paid as in-network Paid as in-network
Convalescent Care, Home Health Care, and Home Infusion Therapy	80% after deductible	Paid as in-network
Hospice	100%; deductible waived	100%; deductible waived
Private Duty Nursing	50% after deductible	Paid as in-network
Special Note about Private Duty Nursing: Eligible private duty nursing charges will <u>not</u> accrue towards the Coinsurance or Total Maximum Out-of-Pocket and will always be paid at the benefit percentage stated above.		

Miscellaneous Plan Provisions

Services Requiring Authorization:

1. Inpatient hospital confinements and observational stays
2. Home and outpatient rehabilitative therapy
3. Rental and purchase of durable medical equipment
4. Home health care
5. Purchase of custom-made orthotic or prosthetic appliances
6. Oncology treatment

If a covered person receives eligible treatment at an in-network facility, any anesthesiology, pathology, or radiology charges will be paid at the in-network benefit percentage, even if out-of-network providers performed those services.

Coordination with Other Coverage for Injuries Arising out of Automobile Accidents

In the event that a covered person is injured in an accident involving an automobile, this Plan shall be the primary plan for purposes of paying benefits and the covered person's automobile insurance shall pay as secondary.

If a covered person receives treatment from an out-of-network provider and the Plan Administrator determines that the sole reason that the covered person received those services from an out-of-network provider instead of from an in-network provider was either 1.) The lack of a Qualified in-network provider within a Reasonable Distance from the covered person's residence, or 2.) A covered person traveled to a place where he/she could not reasonably be expected to know the location of the nearest in-network provider (if available), the claim may be adjusted to yield in-network-level benefits.

For the purposes of this provision, the term "Qualified" means having the skills and equipment needed to adequately treat the Covered Person's condition. The term "Reasonable Distance" approximates a 50-mile radius.

NOTE: If your health plan generally requires the designation of a primary care provider, you have the right to designate any primary care provider who participates in our network and who is available to accept you or your family members. For children, you may designate a pediatrician as the primary care provider. For information on how to select a primary care provider, and for a list of the participating primary care providers, contact ASR Health Benefits at (800) 968-2449.

You do not need prior authorization from the health plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services or following a pre-approved treatment plan or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact ASR Health Benefits at (800) 968-2449.