

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF AUBURN HILLS
AND
POLICE OFFICERS LABOR COUNCIL**

This AGREEMENT entered into by and between the City of Auburn Hills and the Police Officers Labor Council on March 28, 2016;

WHEREAS, the Police Officers Labor Council is the exclusive representative of a collective bargaining unit consisting of all Auburn Hills Police Officers and Police Service Officers excluding the Chief of Police, Command Officers, Detective, Police Auxiliary, and all other employees of the City of Auburn Hills; and

WHEREAS, the City has notified the POLC of its decision to transfer Dispatcher responsibilities for the City of Auburn Hills to the Oakland County Sheriff's Department; and

WHEREAS, the parties are desirous of entering into a Memorandum of Understanding setting forth both opportunities for transfer and severance benefits for those Dispatchers who are affected by said decision;

NOW, THEREFORE, the parties hereby agree as follows:

Severance for Dispatchers (PSO's)

Severance Package (employees with two or more years of service at time of separation)

- 26 weeks of severance pay – based on hourly rate of pay at time of separation, paid out on regular payroll schedule over thirteen pay periods subject to appropriate withholdings.
- City paid COBRA benefit premiums, if elected, for medical and prescription coverage for 26 weeks. If continuation of medical and prescription coverage is elected through COBRA, the City will directly pay the COBRA medical and prescription premiums for the employee for a period of up to 26 weeks. After such period, the COBRA medical and prescription premium will be the responsibility of the separated employee. If COBRA coverage is discontinued after the City reimbursement period, the Employee shall be responsible for any lack of coverages that may be subject to penalty under ACA.
- Severance is only available to those who remain on-the-job until such time the transfer to the County is completed.

Severance Package (employees with less than two years of service at time of separation)

- 8 weeks of severance pay – based on hourly rate of pay at time of separation, paid out on regular payroll schedule over four pay periods, subject to appropriate withholdings.
- City paid COBRA benefit premiums, if elected, for medical and prescription coverage for 8 weeks. If continuation of medical and prescription coverage is elected through COBRA, the City will directly pay the COBRA medical and prescription premiums for the employee for a period of up to 8 weeks. After such period, the COBRA medical and prescription premium will be the responsibility of the separated employee. If COBRA coverage is discontinued after the City reimbursement period, the Employee shall be responsible for any lack of coverages that may be subject to penalty under ACA.

Should an employee elect employment with Oakland County in the capacity of a Dispatcher and they are terminated by the County prior to 90 days of employment, Auburn Hills will provide:

- 13 weeks of severance pay -- based on hourly rate of pay at time of separation, paid on regular payroll schedule over seven pay periods subject to appropriate withholdings.
- COBRA benefits, but solely at the Employee's cost.

Anyone electing to accept a severance from the City at any time will be required to sign a full release of any and all claims against the City arising out of their prior employment and this separation in a form prepared by and acceptable to the City. Any Dispatcher accepting a position with either the City of Auburn Hills or the County will not be entitled to severance pay except as set forth in the preceding paragraph.

Internal Openings

There will be two to four internal job openings available within the City of Auburn Hills through and until June 30, 2016. Dispatch applicants will be offered, in seniority order, internal available jobs for which they are deemed qualified to perform under collectively bargained agreements or qualifications defined by employer position descriptions. There will be no guarantee of employment within the City, but every effort will be made to employ those deemed qualified for the open positions. To provide a level of confidence for current Dispatchers, the City will conduct advance evaluations of experience and conduct interviews for current and expected openings with the expectation that transitions to these new positions will take place at such time dispatch services are transferred to the County, which at this time is expected to be on or about July 1, 2016.

County Openings

Dispatch employees in the City of Auburn Hills will have the option to pursue employment with Oakland County. Efforts will be made by the City with the County regarding the hiring of City employees to their dispatch center. Any current Auburn Hills Dispatcher who accepts a position with the County as a Dispatcher, but is unable to successfully complete the first ninety days of employment with the County and is released by the County within that first ninety days, will be eligible to receive severance pay for thirteen weeks as set forth above.

Settlement Agreements

Regina Thomas

For the purpose of separation, the City shall offer Ms. Thomas the 25 and out provision provided for Police Officers in the Defined Benefit Plan. This shall occur under the following provisions.

- 2.65 x 25 years, with pension payment to begin the first on the month following separation.
- May elect retirement medical at age 55 (not-to-exceed couple coverage).
- Defined Benefit COLA adjustment eligibility begins upon Ms. Thomas reaching the age of 55.

Unemployment Compensation Liability

- If eligible for unemployment, severance will offset unemployment (cannot double-dip).

Seniority

If employees are hired into the AFSCME unit, bargaining unit seniority will be determined pursuant to the provisions of the AFSCME contract, but employees will utilize their original date of hire for determining pay and benefit levels.

401k, 457 and RHS Plans

All unit employees displaced from dispatch will have their employer contributions to 401k, 457, and/or RHS plans, if any, fully vested on date of separation. Those obtaining positions within the City's AFSCME unit or Non-union employee group, will continue their current 401k, 457 and/or RHS plans. Employer contributions will match those contained in the AFSCME collective bargaining agreement or Non-Union Benefits Resolution.

Extension of Existing POLC/Patrol Contract

Current Patrol contract to be extended to 12/31/2020 as follows: 2018 (1.00%), 2019 (1.25%), and 2020 (1.25%). The 3% employer contribution and the 5% employee contribution to the RHS plan for applicable members of the bargaining unit shall cease as soon as possible after mutual ratification and be applied to either their 401k or 457 plan. Application to either plan shall be a one-time election for all unit members currently receiving RHS contributions. The contract will specifically denote that the RHS plan was terminated at the request of the Union and the 3% employer contribution for affected employees re-directed to the 401k or 457 plan of the employees. No additional employee contribution will be required to obtain this 3% (meaning no 5% employee contribution will be required to obtain this 3%). If the current RHS dollars are not transferable, the contents will freeze in the accounts, the employer contributions 100% vested, and the 3% employer contribution to the 401k or 457 shall begin the first full payroll in July, 2016 with the last RHS contributions being made in the prior payroll leading up to the first full payroll in July, 2016. These dates may vary depending upon the actual transfer of employment. It is understood by the Employer and Union that with the termination of the RHS plan, the employer's contribution to either a 401k or 457 plan has been increased by an equal amount for employees who had been receiving RHS contributions. Said termination shall not be in any way interpreted in any forum as a diminishment of retiree health care benefits on behalf of those employees.

Patrol Officer Hourly Wages – January 1, 2018 through December 31, 2020.

Section 22. Wages.


January 1, 2018 - 1.00%	
Start	23.77
1 year	26.46
2 years	29.15
3 years	32.17
4 years	35.21
5 years	35.56

January 1, 2019 - 1.25%	
Start	24.06
1 year	26.79
2 years	29.51
3 years	32.57
4 years	35.65
5 years	36.01

January 1, 2020 - 1.25%	
Start	24.36
1 year	27.13
2 years	29.88
3 years	32.98
4 years	36.09
5 years	36.46

All provisions of the collective bargaining agreement not inconsistent with this MOU shall remain in effect. Employees separating from employment with the City shall receive payouts of their leave time, sick time, and compensatory time banks after separation, consistent with the provisions of the collective bargaining agreement.

ON BEHALF OF THE CITY



Thomas A. Tanghe

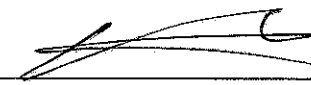
Its: City Manager

ON BEHALF OF THE UNION

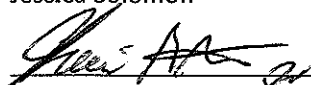


Chet Kulesza

Its: Staff Representative


 Brian Miller, Union President


 Jessica Solomon


 Kevin Starrs

Dated: 3/28/16

Dated: 3-15-14