

AGREEMENT BETWEEN  
THE CITY OF LATHRUP VILLAGE AND  
THE COMMAND OFFICERS ASSOCIATION  
OF MICHIGAN REPRESENTING  
THE LATHRUP VILLAGE COMMAND OFFICERS

January 1, 20~~2025~~<sup>21</sup> through December 31,  
202<sup>7</sup>~~4~~

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## AGREEMENT

This Agreement is entered into on the date appearing on the signature page by and between the City of Lathrup Village, a Michigan municipal corporation ("Employer" or "City" hereafter) and the Command Officers Association of Michigan, existing under the laws of the State of Michigan ("Union" hereafter), covering the period from January 1, 2021 to December 31, 2024.

### ARTICLE 1 - PURPOSE AND INTENT

Section 1. The general purpose of this Agreement is to promote a harmonious working relationship between the City and the Union. It is further intended that the public interest be protected and, at the same time, provide a fair determination of employees' rate of pay, wages, hours of employment, and other conditions of employment; and to promote orderly and peaceful labor relations for the mutual interest of both the City and the Union.

### ARTICLE 2 - RECOGNITION

Section 1. The City recognizes the Union as the sole and exclusive bargaining agent for the police sergeants and lieutenants employed by the City to the extent permitted and required by law. The City will negotiate with the Union on the items relating to wages, hours, and conditions of employment of the members of the bargaining unit.

Section 2. The City will not interfere with, discourage, restrain, coerce or discriminate against employees because of their membership in the Union. They shall have the right to join the Union, to express or communicate any view, grievance, complaint or opinion related to wages, hours, compensation or conditions of employment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of their duties of employment.

Section 3. The Lathrup Village Command Officers Association (LVCOA) is a local affiliate of the Union. The LVCOA will supply the Employer with a list of local officers and any subsequent changes of officers during the life of the contract.

Section 4. Gender Clause. In this Agreement, gender words are sometimes stated only in the masculine for convenience purposes and are to be read as including and applying to both genders.

### ARTICLE 3 - MANAGEMENT RIGHTS

Section 1. The City shall retain as management rights, any and all powers and rights over wages, hours and other conditions of employment not in this Agreement abrogated, and shall retain the right to assign, lay-off for economic necessity, determine whether to fill vacancies, discipline for cause, engage, employ and transfer employees as in the City's judgment shall best enable it to perform its obligations for services to the citizens of the community, all subject to the provisions of the Agreement. The City shall have the right to expect and require that its police officers perform their duties with professional care, diligence and skill.

Section 2. The City shall have the right to subcontract bargaining unit work performed on the

midnight shift to other units of government, provided that no current bargaining unit employee as of the date of the 2004 Act 312 Police Patrol arbitrator's award shall be laid off as a result of that subcontracting. In that event, bargaining unit employees shall be assigned to work the morning or afternoon shift.

#### ARTICLE 4 -AUTHORIZATION FOR DUES/FEES DEDUCTION

Section 1. A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.

Section 2. The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees once each month from the pay of the employees that have authorized such deductions.

Section 3. Deduction of dues/fees shall be remitted to the Union at 27056 Joy Rd., Redford, MI., 48239-1949. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

Section 4. If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the employee or Union.

Section 5. The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the agreement.

Section 6. Unless otherwise provided in this article, all matters pertaining to a bargaining unit employee establishing or reestablishing membership in the Union, including requirements established by the Union for providing paid services to non-union bargaining unit employees, shall be governed by the internal conditions mandated by the Union pursuant to its authority under section 10 (2) of the Public Employment Relations Act. Any dispute over the interpretation of this Section shall not be subject to the Grievance Procedure and an arbitrator shall not have jurisdiction to resolve a grievance any such dispute.

## ARTICLE 5 - GRIEVANCE PROCEDURE

Section 1. Should a dispute arise between the City and one or more of the covered employees during the term of the Agreement, as to whether the City has breached or violated any of the provisions of this Agreement, an earnest effort will be made to resolve such dispute promptly and the following procedure shall be adhered to.

Section 2. The parties, recognizing that an orderly grievance procedure is desirable, agree that each Step must be adhered to as set forth herein or the grievance is deemed to be waived as to the occurrence in question, but without prejudice to the employee's right to assert a grievance arising at a subsequent date involving the same clauses or application of the contract.

Section 3. Officers shall have the right to be represented by the Union's representative and legal counsel at all Steps of the grievance procedure, including informal resolution of differences at the lowest level. The Union will be notified of any official entry to be placed in the officer's personnel file concerning any reprimands, discipline or discharge. The Union may exercise its discretion to accept or decline the grievance of any employee. Time limits within the grievance procedure may be extended by mutual written agreement between the Union and the City.

Section 4. STEP 1. Any employee having a grievance shall first take up the matter with his/her immediate supervisor or report the same to the President of the local Association or the COAM Representative. The President or the COAM representative would then discuss the grievance with the grievant's immediate supervisor.

Section 5. STEP 2. If not settled, it shall be reduced to writing and signed by the grievant and a Union representative, which may be the President of the LVCOA or a representative of the COAM. To be considered in the procedure, a grievance must be presented in Step 2 within fifteen (15) working days of knowledge or when he/she should have had knowledge of said grievance. The written form shall contain all the facts in detail; shall define the alleged violation of a specific Article of this Agreement; shall state the date of occurrence of the alleged violation; and shall state a correction or solution to the alleged Agreement violation.

Section 6. STEP 3. The written grievance shall be discussed between the Union representative and the Chief of Police. The Chief of Police shall give his/her written response within five (5) working days (excluding Saturdays, Sundays and holidays) of receipt of the written grievance. Rejection of the Chief's response will be written on the grievance form by the Union and delivered to the City Administrator. If a response is not given within ten (10) working days, the grievance shall be deemed settled.

Section 7. STEP 4. In the event the grievance is not settled in Step 3, the City Administrator and his/her representatives and the Union and its representatives shall meet to discuss and attempt to resolve said grievance. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed, however, ten (10) working days from the time the grievance

form is filed with the City Administrator, unless a longer time is mutually agreed upon. If the parties in this meeting are unable to resolve the grievance and reduce their agreement to writing, the matter may be submitted to arbitration under Step 5.

#### Section 8. STEP 5.

A. If after reviewing the grievance the Union feels the answer is not satisfactory, it may, within fifteen (15) working days after the answer is due, and by written notice to the other party, request arbitration. The arbitrator shall be selected, in alphabetical order, from the following roster:

- Mark Glazer
- Pat McDonald
- Kathy VanDagens
- Jerold Lax
- Stanley Dobry

If an arbitrator is unable to accept the appointment, the next arbitrator on the roster shall be appointed. After being offered the appointment, the arbitrator shall be moved to the bottom of the roster.

Nothing in this Step shall preclude either party from requesting mediation of the issue prior to arbitration as long as both parties agree to the mediation meeting in writing. The mediator shall be requested through the Michigan Employment Relations Commission (MERC) and scheduled as soon as practicable for all parties. If the matter is unresolved, it will then proceed to arbitration.

~~A. Should the parties fail to agree upon an impartial arbitrator, then within a reasonable period of time, not more than ten (10) working days after the end of said period, a request for a list of arbitrators will be made to the Michigan Employment Relations Commission by the Union. The parties will be bound by the rules and procedures of the arbitration service selected in the selection of the arbitrator. Nothing shall preclude the parties from attempting to settle this dispute after request for arbitration has been made.~~

B. The arbitrator so selected will hear the matter promptly and will issue his/her decision no later than thirty (30) -calendar days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth his/her findings of facts, reasoning and conclusions on the issue submitted.

C. The power of the arbitrator stems from this Agreement, and his/her function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He/She shall

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have no power to add to, subtract from or modify any terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Employer, the Union and the grievant.

D. The costs for the arbitrator's services, including his/her expenses, shall be borne by the losing party as determined by the arbitrator. Each party shall pay for its own expenses for any witnesses called by them.

E. All claims for back wages shall be limited to the amount of wage that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that he/she may have earned or could with reasonable effort have earned from any source during the period in question.

#### ARTICLE 6 - PROBATIONARY EMPLOYEES

Section 1. Probationary Employees. Each person employed by the City in this bargaining unit shall be a probationary employee for a period of twelve (12) months from the date of his/her employment, during which time they shall receive the benefit of a comprehensive training and orientation program conducted under the management of the office of the Chief of Police. This probationary period is a working test period and is designed to acquaint the new employee's work and attitude in that position. Regular full-time employees who change positions are subject to a similar working test period, but shall be deemed to be regular full-time employees for the purposes of employee benefits.

#### ARTICLE 7 - EMERGENCY/FUNERAL LEAVE

##### Section 1. Funeral Leave.

- A. In case of death in his/her "immediate family," a regular officer may be granted a leave of absence with pay for a period not to exceed three (3) days. Such leave shall be subject to approval by the Police Chief or the City Administrator.
- B. "Immediate family" is defined as wife, husband, children, brother, sister, parent or parent-in-law, grandparent and grandparent-in-law, and relatives living in the same household regardless of relationship.

Section 2. Emergency Leave. An officer will be permitted up to ~~eight (8) hours one (1) day off~~ under the emergency leave provisions when ~~they have a baby and/or their partner has a baby, his/her spouse is having a baby. Emergency leave and funeral leave days shall not be charged to sick leave or any other leave, but shall be in addition to all other paid leaves.~~

~~An officer will be permitted up to an additional eighty (80) hours of paid leave for parenting leave if taken within the first three (3) months after the birth or adoption of the child. Parenting leave shall run concurrently with FMLA leave.~~

~~Emergency leave, bereavement leave, and parenting leave days shall not be charged to sick~~



leave or any other leave but shall be in addition to all other paid leaves.

#### ARTICLE 8 - MILITARY LEAVE

Section 1. Any regular full-time City employee, who enters upon active duty with the armed forces of the United States, shall, if such employee requests it before he/she leaves his City employment, be granted a leave of absence without pay for the period of service or duty required and for a period of ninety (90) calendar days following the period of actual required service or discharge from a veteran's hospital.

Section 2. All employees belonging to the National Guard, Service Reserves, or other such units, are permitted to take leaves of absence without pay during the annual training period. This leave not to exceed two (2) weeks per fiscal year ending June 30. Vacation privileges are not affected by such leaves, however, an individual who receives military training leave will automatically be considered last when the schedule for vacation leave is determined.

Section 3. Notwithstanding any other provision described in this Article, a leave of absence shall be granted to be in compliance with the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended, or any other applicable federal or state law.

#### ARTICLE 9 - MILITARY LEAVE REINSTATEMENT

Section 1. At any time before the expiration of such military leave of absence, the employee shall have the right to return to his/her prior position, provided:

- A. The position still exists;
- B. He/She is still qualified for the same;
- C. His/Her service with the armed forces has been honorable, and he/she can establish this fact to the satisfaction of the City Administrator;
- D. He/She submits to the City's required physical examination.

Section 2. In the event the employee's former position is non-existent, or the employee is no longer physically qualified for his/her former position and is able to satisfactorily perform duties of another position, every reasonable effort shall be made to place such employee in another position.

Section 3. Notwithstanding any other provision described in this Article, reinstatement from a military leave of absence shall be granted to be in compliance with the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended, or any other applicable federal or state law.

#### ARTICLE 10 - JURY DUTY

Section 1. When on jury duty the employee will be granted his full pay. Any jury pay or fees must be turned over the City Treasurer. Jurors, when not assigned to cases, must report to their work for the remainder of the day.

#### ARTICLE 11 - SICK LEAVES - REGULAR FULL-TIME EMPLOYEES ONLY

Section 1. A regular full-time employee shall accrue sick leave at the rate of one (1) working day per month of actual service, including vacation leaves. Sick leave shall not accrue while an employee receives sick benefits or Worker's Compensation payments or is otherwise absent from the job.

Section 2. Subject to the provisions in Sections 11.11 through 11.13, the amount of time allowed an eligible employee for sick leave shall, if not used during the year earned, be accumulated until a total of one hundred (100) days is reached, and shall be kept to his/her credit for future sick leave, with pay.

Section 3. Sick leave shall be considered for most purposes as continuing service, however, in the event of termination of employment all unused sick leave shall be canceled, and not be paid, except in accordance with the provisions of Sections 11.12 and 11.13.

Section 4. Sick leave may not be granted in anticipation of future service.

Section 5. Recognized holidays falling within a period of sick leave shall not be charged as sick leave days.

Section 6. Sick leave shall be taken only when the employee is actually disabled from working. Evidence of disability must be provided by medical certificate or other suitable proof for all sick leave granted ~~for four (4) or more beyond three (3) consecutive days, provided that the granting of all sick leave pay be subject to such verification as the Department Head and the Administrator may see fit to require, including examination by a physician selected by the City. The City shall pay the cost, if any, of providing the medical certificate or another suitable proof. The City reserves the right to have the employee examined by a physician selected by the City if it has reasonable grounds to believe the employee is not actually disabled from working.~~

Section 7. Sick leave may be allowed in case of total disability occurring during the vacation period. Evidence of such disability from the first day must, however, be provided to the satisfaction of the Department Head and the City Administrator in all such cases.

Section 8. To receive sick leave an employee shall communicate with the Police Chief or his/her designee at least one (1) hour before the time set for beginning work, unless physically incapable of doing so. Failure to do so may be cause for denial of sick leave with pay.

Section 9. Routine or special appointments with medical doctors, dentists, etc. will be chargeable to sick leave only when it is impossible for the employee to schedule an appointment at a time other than during his regularly scheduled working hours.

~~Section 10. There shall be no further reimbursement of unused sick leave, except under the provisions of Sections 11.11 through 11.13.~~

Section 104. For those employees who shall have accumulated more than one hundred (100) days of sick leave, the City will "buy back" and cancel out the excess accumulation by paying a bonus in the first paycheck issued in July of each year, at the rate of one half (1/2) of a day of pay for each excess accumulated day. Employees shall be allowed to accumulate a maximum of one hundred (100) sick days.

The City will "buy back" and cancel out any excessive accumulation by paying a bonus in the first paycheck issued in July of each year, at the rate of one half (1/2) of a day of pay for each excess accumulated day. Employees shall be allowed to accumulate a maximum of one hundred (100) sick days.

Section 112. The City will "buy back" unused sick leave days accumulated from each employee who retires or dies at a rate of ~~one-half day of pay for the first 800 hours~~ 50% up to the maximum accumulated days of accumulation. ~~No payment shall be made to employees who leave the service of the City for any reason other than retirement or death. For employees who separate employment from the City, or for any reason other than retirement or death, the City will pay at the rate of one-quarter pay for the first eight hundred (800) hours of accumulation. If an employee is terminated from the City, any unused sick leave shall be canceled and not be paid.~~

Section 123. Calculations of "buy back" shall be made at the employee's base pay rate as of the applicable June 30th.

Sick Leave Donation. In the unfortunate event that an employee (or spouse, child, stepchild, wards, and parents of employee or spouse) experiences a catastrophic illness or severe medical condition, resulting in their sick leave and other leave banks being exhausted, other employees may choose to donate their own accrued sick leave to assist. Such donations require the City Administrator's approval and are conditioned upon the existence of a documented severe illness or severe medical condition. The transfer of sick leave from one employee to another shall be made on a prorated wage basis. A worker can only transfer sick leave if their bank exceeds 80 hours, and their donation cannot bring their bank below 80 hours. The amount of sick leave hours from the donating employee shall be converted to wages which will then be divided by the wage rate of the receiving employee to determine the amount of sick leave hours donated. All provisions and limitations to Family Medical Leave apply.

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## ARTICLE 12 - CATASTROPHIC DISABILITY BENEFIT LEAVE

Section 1. After the regular sick leave is exhausted, a catastrophic disability benefit leave may be used for serious illness or injury. This shall be accumulated at the rate of six (6) days per year (one half (1/2) day per month) until sixty (60) days shall have been accumulated, which shall be the maximum accumulation.

### ARTICLE 13 -ANNUAL VACATION LEAVE

Section 1. Annual vacation leave is authorized absence from duty, with pay. Annual vacation leave is not intended as a bonus. It is granted for the purpose of allowing an employee to leave his/her duties for rest and relaxation in order that he/she may serve the City more effectively throughout the balance of the year. Such leaves are computed on a fiscal year basis beginning June 1 of each year.

Section 2. Each regular full-time employee in the unit shall receive annual vacation leave pursuant to this Article. Each regular full-time employee shall receive vacation time off with pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Days of Vacation</u>
1-4	10
5	15 <del>2</del>
6	16 <del>3</del>
7	17 <del>4</del>
8	18 <del>5</del>
9	19 <del>6</del>
10	20 <del>17</del>
<del>11</del>	<del>18</del>
<del>12</del>	<del>19</del>
<del>13 or more</del>	<del>20</del>

Section 3. An otherwise eligible employee with less than one (1) full year, but more than six (6) months of service prior to June 1st, will be allowed annual vacation leave in the proportion that his actual service bears to a full year of service (6.667 hours per month).

Section 4. A probationary employee who leaves the employ of the City before attaining regular status shall not be entitled to pay for the vacation time earned.

Section 5. Vacation time is accrued and charged to the nearest one half (1/2) day. An employee's vacation time credit shall be computed from the first day of regular full-time employment. In cases of re-employment after severance, credit will be allowed for the current period of service only.

Section 6. Leave schedules for employees shall be developed on a first come, first served basis, provided that operations may be maintained. Only one (1) patrol or command officer per shift may be approved for vacation on a given shift.

~~Section 7. Regularly scheduled vacations encompassing ten (10) weekdays shall include three (3) Saturday/Sunday weekends and regularly scheduled vacations encompassing five (5) weekdays shall include two (2) Saturday/Sunday weekends. The weekdays will be considered as vacation days and the weekends will be considered as leave days. This formula will be followed unless an alternative is requested by the employee.~~

Section 87. Any regular full-time employee who is separated from City employment shall be entitled to his/her regular pay for any unused portion of his/her vacation allowance as of the date of separation from service.

Section 89. An employee who is absent without pay, or for other reasons does not work and is not paid, shall not earn allowance for annual vacation leave during the period he/she is not paid. The vacation time disallowed under this Section is computed in the same ratio as earned vacation time is computed.

Section 949. Employees shall not be entitled to accrued vacation benefits which would otherwise accrue if any of the following applies:

- A. If an employee is given a disciplinary ~~discharge or resigned under Section 6.06 of the Personnel Manual.~~
- B. If an employee fails to give at least ~~ten five (105)~~ working days' notice in advance of his resignation date.

Section 104. Accumulation of Annual Vacation Leave. Annual vacation leave must be taken between the fiscal year June 1 of any one year and the fiscal year June 1 of the following year. The City Administrator may extend this period for unusual circumstances.

Section 112. Suspension of Annual Vacation Leave. The taking of scheduled annual vacation leaves provided for herein may be temporarily suspended during any period of emergency declared by the City Administrator but they shall be re-scheduled at the conclusion of the emergency.

Section 13. Annual Vacation Periods. All employees shall receive ~~four (4) vacation periods with pay.~~ The vacation period shall be ~~January through March, the second vacation period shall be April through June, the third vacation period shall be July through September, and the final vacation period shall be October through December of each year.~~ All employees shall submit their vacation requests ~~sixty (60) days before the beginning of each vacation period (November 1<sup>st</sup>, February 1<sup>st</sup>, May 1<sup>st</sup>, and September 1<sup>st</sup> respectively).~~ If multiple officers on the same shift select the same vacation days, then seniority will be the deciding factor on who will be awarded the time off. The Chief or his/her designee will provide a denial of vacation time as soon as possible. If a vacation request is denied, then the officer will have forty-eight (48) hours to select an alternative vacation request. Vacation requests shall not be changed to any other form of PTO, selected vacation days do not have to be consecutive days, and single days may be selected.

All employees may accumulate and carry over at the end of the fiscal year up to eighty (80) hours of vacation time from year to year if the bank does not exceed eighty (80) hours at the end of the fiscal year. Any accumulated hours over eighty (80) shall be paid out to the employee without being forfeited. Winter vacation leave days will not be eligible for accumulation or rollover.

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If vacation requests are not submitted in a timely manner, then the officer will forego a vacation selection during this vacation period. The officer will not forfeit his/her vacation time, he/she can choose to roll it over into a bank or elect to be paid for his/her time.

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Upon ratification of the January 1, 2025 – December 31, 2027, contract, all current employees in the LVCOA shall receive, as a onetime allocation, one additional 8-hour vacation day since annual vacation leave disbursements are being moved from June 1, 2025, to July 1, 2025.

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Section 14. An employee may carry over up to eighty (80) hours of accrued, unused vacation to the following calendar year. Holiday/Winter Vacation Leave Days do not qualify as accrued days and must be utilized as outlined in this Article 13. In no event shall the employee's vacation bank exceed the current year's credited and accrued, unused vacation from the prior calendar year.

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#### ARTICLE 14- LEAVE WITHOUT PAY

Section 1. Regular employees may be granted leaves of absence without pay up to thirty

(30) days, for justifiable reasons. All requests for leaves shall be in writing. Extensions may be granted, in writing, where proper justification is shown. During extended leaves insurance coverage may be withheld.

Section 2. Employees granted a leave of absence shall not accrue vacation or sick leave, nor receive any compensation for holidays during the leave.

Section 3. Requests for leaves (other than leaves under FMLA) shall be made forty-five (45) calendar days shall be made well in advance.

Section 4. The employee shall be reinstated to his/her former position upon expiration of leave. Should the employee fail to report within three (3) days after a leave of absence expires, such failure may be cause for dismissal.

## ARTICLE 15 - HOLIDAYS

Section 1. Regular full-time employees shall be scheduled to work normal rotations throughout each holiday below, but shall be entitled to ~~thirteen~~<sup>twelve</sup> (12) additional Winter Vacation Leave days off with pay during the fiscal year. Each employee shall be afforded an option to forego this additional Winter Vacation Leave, taken between November 1 and June 1 of each year (wholly or in part), in which event such employee shall be paid one (1) full day's pay for each leave day foregone on the first pay period in November of each year in addition to a full day of pay for each day worked as and when worked throughout the year. The holidays are as follows:

New Year's Day (January 1)  
Martin Luther King, Jr. Day (3<sup>rd</sup> Monday in January)  
Presidents Birthday (3rd Monday in February)  
Good Friday  
Memorial Day (4th Monday in May)  
Independence Day (July 4)  
Labor Day (1st Monday in September)  
Veterans Day (November 11)  
-Thanksgiving Day (4th Thursday in November)  
Friday after Thanksgiving Day  
Christmas Eve Day (December 24)  
Christmas Day (December 25)  
~~Day after Christmas (December 26)~~  
New Year's Eve Day (December 31)

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Section 2. The holidays are not charged against vacation time or sick leave when they occur during such leaves.

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~~Section 3. When one of the above holidays falls on Saturday, the preceding Friday will be observed as a holiday.~~

~~Section 4. When one of the previously mentioned holidays falls on Sunday, the following Monday will be observed as a holiday.~~

## ARTICLE 16 - EMPLOYEE'S BIRTHDAY/PERSONAL DAYS

Section 1. Employee's Birthday. A day off with pay shall be provided on the officer's birthday (or an alternate date with the Police Chief's approval).

Section 2. Personal Days. Each officer shall receive three (3) personal leave days off with pay each year. The personal days will be used as needed for personal business with the approval of the Police Chief and further providing that no overtime coverage by other officers is required for these personal leave days.

## ARTICLE 17 - HEALTH CARE

Section 1. Full-time employees will be covered by BCN – Blue Elect POS Platinum Option 2EA – effective April 1, 2025 ~~CB PPO Platinum 250 provided through Blue Cross Blue Shield~~. The City will not provide any Health Savings Account in conjunction with this plan. If allowed by law and the insurance carrier, the following health savings account for each employee shall be reinstated on January 1 of the following calendar year:

Single employees will receive \$2,000 into the HSA. Employees enrolled in Two Person and Family coverage will receive \$4,000 into the HSA. The City will deposit 50% of the deductible amount into each employees' HSA on January 1 and 50% on or before July 1 of each year.

Section 2. For employees covered by Section 1 of this Article, the Employer will provide coverage upon request of the employee, for his/her spouse and/or dependent children under age 27, but shall not be required to provide coverage for additional persons. In the event that the Affordable Care Act is repealed, the Employer will provide coverage upon request of the employee for dependent children under age 24.

Section 3. This Article shall be reopened at the request of the City or the Union on an annual basis effective January 1, 2021 if the premium increase is at least ten (10%) percent over the prior year's premium.

The City reserves the right to provide coverage through an exchange under the Affordable Care Act, provided that coverage provides substantially equal to or better coverage than the plan in effect. The City reserves the right to self-insure any gaps in coverage.

Section 4. Effective upon the execution of this Agreement, the Employer shall begin a program to eliminate overlapping health care coverage. Each regular full-time employee who chooses to join no employer-sponsored health care plan and has equivalent health care coverage from another source (such as a spouse's employer) shall be entitled to compensation during the period that he or she has no City-provided coverage at the rate of \$3,000.00 per year. Payments of \$1,500.00 will be made semi-annually as of June 30 and December 31 of each year to each employee who has not been covered for the previous six months, except that payments will be prorated to meet the dates the employee first participates and/or ends participation in this program: Electing employees must show periodic proof of the existence of the alternate health care coverage in order to become and remain eligible to receive the semi-annual payments. Electing employees must notify the Employer promptly when the relevant alternative health care coverage ceases for any reason and will be added to the Employer's coverage as soon as permitted by the insurance carrier's regulations and/or procedures.

Section 5. Each employee who chooses to waive their Employer-provided coverage must first sign and maintain in force an Insurance Waiver in the form which is Exhibit A attached.

Section 6. Retiree health insurance/employees hired prior to August 1, 2005. Subject to



Section 7, for full-time employees hired by the City before August 1, 2005, the City shall continue hospitalization coverage, currently Blue Cross CB PPO Platinum 250, after retirement for command officers and their spouse. Non-duplication of benefits clause is in Article 35.

Employees hired prior to August 1, 2005, and their spouses at the time of retirement, who are eligible for health care as described in this Section and are deemed Medicare Eligible due to either age or family status will be considered "Medicare Primary", will be required to enroll in Medicare Part B insurance when initially eligible, and will receive a Medicare Supplemental Medical Policy and Medicare Advantage Prescription Drug Plan (MA-PDP) administered by Blue Cross Blue Shield. For employees hired prior to July 1, 2008, the same conditions shall apply to their spouse.

Section 7. Normal or non-duty disability retirees shall receive health insurance according to the following scale:

Less than 10 years of full-time service	No coverage
10 years full time-service	40% of premium cost
Each additional years of full-time service	+12.0% of premium cost
15 years of full-time service	100% of premium cost

Deferred retirees are not eligible for health insurance from the City.

Duty-disability retirees and their spouses shall receive 100% of premium cost. If an employee dies as a result of performing law enforcement duties, his/her spouse is covered until he/she remarries.

No new dependents may be added after retirement.

Section 8. Retiree health insurance/employees hired after August 1, 2005 but before July 1, 2008. Employees who were hired by the City after August 1, 2005 but before July 1, 2008 shall receive health insurance as a retiree for themselves only and may pay for spousal coverage. All other provisions of Section 6 and 7, except spousal coverage provided by the City, apply for those employees for retiree health insurance.

Section 9. Retiree health insurance/employees hired after July 1, 2008. The City will not provide retiree health insurance for employees hired after July 1, 2008. The City will pay 3% of the employee's base salary into a portable MERS (or similar) Retiree Health Savings Account. These funds may be used to purchase health insurance through the City's carrier or for the retiree to directly obtain his/her own insurance. The employee may elect to use these

funds to purchase retiree health insurance through the City. The City's contribution shall vest immediately.

~~If an employee who qualifies for a MERS DC plan (hired after July 1, 2013) leaves the employment of the City, the member's contributions to the retirement system will be returned, if living, or to the nominated beneficiary along with the City's matching contributions according to the following scale:~~

<u>Completed Years of Service</u>	<u>City Contribution</u>
<u>1-2</u>	<u>0%</u>
<u>3</u>	<u>25%</u>
<u>4</u>	<u>50%</u>
<u>5</u>	<u>100%</u>

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~~If a full-time employee is age 55 or higher, they will receive 100% vesting, no matter the years of completed service.~~

#### ARTICLE 18 - DISABILITY INSURANCE

Section 1. The City will provide full-time officers with long term disability benefits through the Municipal Employees' Retirement System or substantially equivalent (or better) benefits to those provided in the prior Agreement from any other carrier. The benefit waiting period is one hundred eighty (180) days. The maximum benefit is \$5,000 per month, before reduction by Deductible Income (as defined by the policy), based on a benefit of 60% of the first \$8,333 of Predisability Earnings, reduced by Deductible Income (as defined by the policy).

#### ARTICLE 19 - DENTAL/OPTICAL PLAN

Section 1. Dental Insurance: The City will provide Blue Cross/Blue Shield Community Dental Plan or its equivalent.

The City reserves the right to implement a dental plan with equivalent or better coverage, with thirty (30) days written notice to the Union and at no cost to the employee. The City shall not switch carriers for service reasons without agreement of the Union.

Section 2. Optical Plan: The City will provide Blue Cross Blue Shield Vision or its equivalent. The City shall not switch carriers for service reasons without agreement with the Union.

The City reserves the right to implement an optical plan with equivalent or better coverage, with thirty (30) days written notice to the Union and at no cost to the employee.

## ARTICLE 20 - LIFE INSURANCE

Section 1. Each regular full-time employee ~~and part time (subject to provider minimum hourly requirement of 20 hours per week) employee~~ shall be provided with term insurance in the ~~following amounts of Twenty-Five Thousand (\$25,000) Dollars;~~ fully paid by the Employer. ~~If an when permitted by the insurance carrier, the employee may increase the amount of such life insurance, but the premium increase shall be at the expense of the employee.~~

Section 2. Each full-time and part-time employee shall be provided with Twenty-Five Thousand (\$25,000) Dollars in Accidental Death and Dismemberment (AD&D) coverage at City expense.:

~~\$25,000 in Life Insurance and \$25,000 in Accidental Death and Dismemberment Coverage.~~ Section 2. For command officers, the Line of Duty benefit provision is also included in the AD&D benefits. If applicable, the Basic Life and Basic AD&D coverage could have separate claims, payable, if approved by the plan provider, a total of \$50,000.

Section 3. For Public Safety Workers, the Line of Duty benefit provision is also included in the AD&D benefits. If applicable, the Basic Life and Basic AD&D coverages could have separate claims, payable, if approved by the plan provider, a total of \$50,000.

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## ARTICLE 21 - COURT TIME

Section 1. The City shall pay a regular full-time officer for all court time in 46th District Court assigned outside of his/her regular shift or scheduled work period and in excess of the foregoing forty (40) hours, time and one-half (1 1/2) pay with a minimum of three (3) hours at time and one-half (1 1/2) for each such occasion he/she is assigned to such court duty.

Section 2. The City shall pay a regular full-time officer for all court time in all other courts and other hearing agencies to which he/she is assigned by the Department outside of his/her regular shift or scheduled work period and in an excess of the foregoing forty (40) hours, time and one half (1 1/2) with a minimum of three (3) hours at time and one-half (1 1/2) pay for each such occasion he/she is assigned to such court or other hearing agency. Such court time shall be calculated to commence when the officer leaves his/her residence to attend court or the hearing and it shall end when his/her presence is no longer required. The officer shall obtain and turn over to the Chief of Police a court time slip verified by the Clerk of the Court or hearing agency, or the attorney handling the case verifying the time the officer actually spent in court or in the hearing on the day in question.

Section 3. In the event a regular full-time officer is served with a valid subpoena compelling him/her to appear as a witness in a criminal or civil case, by reason of events witnessed while on duty or off duty while in the City, he/she shall promptly turn over the subpoena and all witness fees to the Chief of Police. In the event his/her appearance is required during his/her regular shift or scheduled work period, he/she shall draw his/her regular pay. In the event his/her appearance is required outside of his/her regular shift and in excess of the foregoing forty (40) hours, he/she shall be paid under the policy set forth in Section 21.1.

Section 4. It shall be the responsibility of each officer to obtain and turn over to the Chief of Police any statutory witness fees required to be paid for compulsory attendance pursuant to a subpoena in order to be paid for such court time.

Section 5. No more than nine (9) hours at time and one half (1 1/2) court time pay shall be paid for in any one calendar day.

Section 6. Limitation. Notwithstanding the provisions of 21.1 and 21.2, if a regular full- time officer is assigned to duty in a Court and is required to and does attend less than one (1) hour prior to the start of his/her scheduled work period, he/she shall receive time and one-half pay for the actual time spent prior to his/her starting time and shall not be entitled to the three (3) hour minimum otherwise provided.

#### ARTICLE 22 - OVERTIME/SHIFT CHANGES

Section 1. A special allowance of an additional four (4) hours pay or compensatory time off, as provided for in Section 22.4, shall be awarded the foregoing procedures to officers who worked the following shifts:

Christmas Eve  
Christmas Day  
New Year's Eve  
New Year's Day

If the shift is split by two officers four (4) hours each, each officer will receive two (2) hours pay or compensatory time.

Section 2. The City shall pay a regular full-time officer time and one half (1 1/2) for all hours of scheduled work periods or duty periods worked in excess at forty (40) hours. Computation of time worked in excess of forty (40) hours shall be computed on a monthly basis as has been customary and as it is now computed.

Section 3. Time and one half (1 1/2) shall be paid to officers required to work on any regularly scheduled leave day.

Section 4. Overtime pay may be taken as pay or in additional leave days at the discretion of each regular full-time officer. However, this leave must be upon written request of the officer and then subject to the approval and scheduling of the Police Chief. A limit of allowable accumulation is set at not more than one-hundred twenty (120) ~~sixty (60)~~ hours, however, only up to sixty ~~forty~~ (40) hours may be paid out at the end of the calendar year and up to sixty (60) hours may be rolled over to the next fiscal year and the remainder shall be paid out in June. The employee must declare in writing to the Finance Department by June 1 of each calendar year if they intent to roll over hours and how many. If no declaration is made, all accumulated compensatory hours will be paid out.

Section 5. If an employee is required to attend mandatory training outside of his/her normal work hours or regularly scheduled leave day, he/she shall be compensated at a minimum of three (3)

hours pay at time and one-half pay or the actual time in training if the training exceeds the 3-hour minimum. However, if the mandatory training is an extension before or after the employee's shift, the employee shall be paid time and one-half for the actual time worked.

Section 6. Overtime shall be tracked and distributed as follows.

A. Overtime: A separate list of overtime assignments (except where specialized training is needed) shall be kept for all bargaining unit members.

- Overtime shall be posted at least one (1) week in advance, or as early notice as possible, if less than one (1) week in advance.

B. Overtime refused will be counted against the Employee with respect to his/her position on the overtime list as if the time was worked. The Union shall maintain the equalization overtime book. Alleged errors in overtime shall not be grievable but shall be resolved internally through the Union.

- C. Employees shall have the right to refuse overtime except in cases of declared emergency by the Chief of Police or in his/her absence, his/her designated representative.

D. The Officer in Charge may order officer(s) held over when the oncoming platoon is deemed short of personnel. Seniority shall prevail and officer(s) shall be taken from the working platoon scheduled to go off duty.

- E. This Section shall apply to overtime for unscheduled events or vacancies caused by absences of less than forty-eight (48) hours as described in Article 31, Section 2.

#### ARTICLE 23 - STAND-BY TIME

Section 1. Any regular full-time officer who is placed on stand-by while off duty shall be paid at the rate of one half (1/2) his/her regular rate of pay for actual time spent on such stand-by basis. Such stand-by time shall be computed to the nearest one half (1/2) hour with a minimum of two (2) hours at straight time.

Section 2. In the event the stand-by officer is subsequently required to appear in court, the stand-by time will be terminated upon notification of the required appearance and Article 21 relating to court appearance shall apply to the actual time spent in the court on the required appearance with the minimums established in Article 21 being applicable.

Section 3. All such court stand-by and/or appearance time shall be subject to prior approval by a Lathrup Village Police Department supervisor.

#### ARTICLE 24 - UNIFORM PROVISIONS

Section 1. The City will continue to provide uniforms as is the current policy. In addition, one hundred (\$100) dollars per year will be allowed for work boots as needed, to be used only on duty, under present uniform replacement procedures supervised by the Chief of Police.

Section 2. A diligent effort will be made by the Police Chief to provide replacement items of uniforms for all officers as needed.

Section 3. An allocation of three (3) shirts and two (2) pairs of pants shall be allowed annually upon request of the regular full-time officer, except for plain clothes command officers.

Section 4. Command Officers regularly assigned to the Detective Bureau shall receive a uniform allowance of \$400/year.

#### ARTICLE 25 - UNIFORM CLEANING ALLOWANCE

Section 1. An annual cleaning allowance shall be established for and used by each regular full-time ~~and part time~~ employee at a cleaners in or out of the City mutually agreed upon by the employee and the Chief of Police. Such allowance is to be used throughout the year exclusively for cleaning such employee's uniforms to maintain established appearance standards. The allowance for each fiscal year ending June 30 shall be \$270.00.

#### ARTICLE 26 - WAGES

Section 1. The City agrees to pay wages based upon the following annualized base pay rate, with Step increases to be awarded to each officer upon his/her completion of the periods of service listed:

Section 2. Wage Scale. Effective January 1, 2021, the rank differentials for Police Sergeants shall be twelve (12%) percent over wages paid to the highest paid Police Patrol Officer, and the Lieutenant shall be paid a rank differential base pay of 4% over wages paid to Sergeants, all in accord with the following schedule:

<del>Top Patrol Officer</del>	<del>Sergeants</del>	<del>Lieutenants</del>
<del>January 1, 2025<sup>1</sup> – December 31, 2025<sup>1</sup></del>		
<del>\$80,456</del> 76,625	<del>\$90,112</del> 85,821	<del>\$93,716</del> 89,253
<del>January 1, 2026<sup>2</sup> – December 31, 2026<sup>2</sup></del>		
<del>\$81,284</del> 78,158	<del>\$91,038</del> 87,537	<del>\$94,680</del> 91,038
<del>January 1, 2027<sup>3</sup> – December 31, 2027<sup>3</sup></del>		
<del>\$82,910</del> 79,721	<del>\$92,860</del> 89,288	<del>\$96,677</del> 92,859

January 1, 2024 – December 31, 2024

<u>\$81,316</u>	<u>\$91,073</u>	<u>\$94,716</u>
<u>Top Patrol Officer</u>	<u>Sergeants</u>	<u>Lieutenants</u>
<u>\$81,316</u>	<u>January 1, 2024 – December 31, 2024</u> <u>\$91,073</u>	<u>\$94,716</u>
<u>\$85,382</u>	<u>January 1, 2025 – December 31, 2025</u> <u>\$95,627</u>	<u>\$99,452</u>
<u>\$88,797</u>	<u>January 1, 2026 – December 31, 2026</u> <u>\$99,452</u>	<u>\$103,430</u>
<u>\$92,349</u>	<u>January 1, 2027 – December 31, 2027</u> <u>\$103,430</u>	<u>\$107,567</u>

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ARTICLE 27 - LONGEVITY

Section 1. The following Longevity benefit will be provided for all regular full-time Command Officers in the employ of the City according to the following schedule below:

-5 years of service =	\$ 550.00
10 years of service =	\$1,100.00
20 years of service =	\$1,650.00

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Section 2. Longevity payments shall be made by separate check on or before December 20th of each year based on the officer's full years of service as of December 1st of each year.

ARTICLE 28 - RETIREMENT

Section 1. Command officers promoted after July 1, 2008 and hired prior to 2013: Employees promoted into the command bargaining unit from within the Lathrup Village Police Department after July 1, 2008 and were hired by the City prior to July 1, 2013 shall receive retirement benefits afforded by the Municipal Employees Retirement System of Michigan as defined below:

Multiplier	The multiplier will be improved to a 2.8 multiplier effective October 1, 2004. The Employer will pay 1.18 percent of the additional cost; employees will pay 6.98% of gross pay pursuant to the Memorandum of Understanding signed by the City and POAM on September 27, 2004. Other elements of the pension shall be identical to those provided to patrol officers hired prior to 2013.
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F/55/25	The retirement benefit shall be computed by the multiplier times the member's final average compensation times the number of years and months of credited service not to exceed 80% of the member's final average compensation.
	Voluntary retirement at age fifty-five (55) with twenty-five (25) years of service without reduction of pension benefits.
FAC-5	Final average compensation is computed on the highest sixty (60 consecutive months divided by five (5).

Section 2. Command officers hired prior to July 1, 2013: At the time an employee in the bargaining unit, hired by the City prior to July 1, 2013, reaches his/her maximum pension but is still unable to leave due to service credit requirements, then the City shall pay for an actuarial evaluation to determine the cost of allowing that member to retire under an early retirement window. The City is not required to agree to an early retirement window.

Section 3. If the Lathrup Village Police Department is abolished, the City shall request that the law enforcement agency taking over police services for the City offer full-time employment to the full-time non-probationary members of the bargaining unit who were hired by the City prior to July 1, 2013. Any full-time employee with at least twenty (20) years of service who is not offered full-time employment from the replacement law enforcement agency shall receive Normal Retirement pension benefits at age 50 based on service credits earned.

Any full-time employee hired prior to July 1, 2008, with at least ten (10) years of service who is not offered full-time employment from the replacement law enforcement agency shall receive health insurance, at 100% of the premium paid by the City, when they reach eligibility for Normal Retirement.

Section 4. Command officers hired after July 1, 2013: Employees hired by the City after July 1, 2013 shall not be eligible to participate in the City's defined benefit plan. The City shall provide full-time employees hired after July 1, 2013 with a defined contribution plan, with the City contributing ~~nine~~~~eight~~ percent (~~98~~%) of base pay and the employee contributing five percent (5%) of base pay. Effective January 1, 2026, the City's contribution shall be ten (10%) percent of base pay. Effective January 1, 2027, the City's contribution shall be eleven (11%) percent of base pay.

If an employee who qualifies for a MERS DC plan (hired after July 1, 2013) leaves the employment of the City, the member's contributions to the Retirement System will be returned, if living, or to the nominated beneficiary along with the City's matching contributions according to the following scale:

Completed Years of Service

City Contribution

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<u>1-2</u>	<u>0%</u>
<u>3</u>	<u>25%</u>
<u>4</u>	<u>50%</u>
<u>5</u>	<u>100%</u>

If a full-time employee is age 55 or higher, he/she will receive 100% vesting, no matter the years of completed service.

#### ARTICLE 29 - HEALTH AND SAFETY

Section 1. The City shall continue to make reasonable provisions for the safety and health of all its employees during the hours of employment. The Union and the City agree that they will cooperate in encouraging employees to observe safety and health regulations and to work in a safe manner at all times.

#### ARTICLE 30 - MISCELLANEOUS CONDITIONS OF EMPLOYMENT/POLICE EQUIPMENT

Section 1. All new police cars will be ordered with air conditioning.

Section 2. The City agrees to provide a shotgun for all marked and unmarked patrol cars.

Section 3. The City agrees to replace or repair City issued items or personal items of equipment used with the specific approval of the Chief of Police lost or damaged in the line of duty provided that the item lost or damaged was not due to the officer's negligence as determined by the Chief of Police.

Section 4. Either rechargeable or disposable flashlight batteries, at the City's discretion, will be supplied. A record of use will be kept and each officer will sign for his/her own battery replacements.

Section 5. Modified Rules and Regulations. The Head of the Department is in the process of revising Departmental Policies, Procedures, and Work Rules and intends to promulgate them as a matter of Management Rights. The Union, however, will be consulted and afforded the opportunity of review and comment before they are finalized and put into effect.

Section 6. Reserve Officer Identification. While on duty, regular full-time officers will wear (City provided) silver name bars and Reserve officers will wear (City provided) blue name bars with "Reserve Officer" on the bar.

Section 7. Liability Insurance. The City will continue to provide professional liability protection for bargaining unit members' actions arising out of the legitimate performance of their law

enforcement duties.

Section 8. Departmental vehicles. Command officers assigned to the Detective Bureau shall have the right to take the assigned City vehicle home, for portal to portal travel during off hours (excluding vacation and other leaves) as long as that Detective resides within thirty (30) miles of the Lathrup Village station.

#### ARTICLE 31 - HOURS OF WORK

Section 1. Regular full-time. Regular full-time Police Department personnel on line duty work an eight (8) hour shift, and forty (40) hours per week. These shifts are scheduled by the Chief of Police. One half (1/2) hour is allowed on each eight (8) hour shift for meals eaten on duty.

Section 2. For vacancies caused by absences of less than forty-eight (48) hours, part-time Police Officers shall be eligible to work after all full-time Police Officers and Command Officers have been offered the opportunity to work the overtime. For absences that are known more than forty-eight (48) hours in advance (i.e., scheduled 'vacation, military leave, medical leave for disability or workers' compensation, or other approved leave of absence), or for other absences that are greater than three (3) days, the City may schedule part-time Police Officers to fill the vacancy.

Section 3. As an objective, the City shall normally schedule manpower for all three shifts so that two sworn law enforcement officers will be on duty, which may be any combination of full-time patrol officers, detectives, part-time patrol officers, Sergeants or the Chief of Police. The City is not required to schedule two law enforcement officers per shift.

Section 4. Trainer Pay: Effective January 1, 2021, an MCOLES certified Field Training Officer (FTO) shall receive one and half (1 1/2 ) hours of straight time as compensation for each eight (8) hour shift spent training a probationary officer. Payment may be taken as monetary payment or added to overtime bank. Trainings are scheduled at the discretion of the Chief. FTO Training Periods shall last up to six (6) weeks, unless extended by Chief of Police. When serving as an FTO, employees are required to remain on-duty to finish their daily observation reports, unless excused at the end of the regular shift by the Chief for his/her designee.

#### ARTICLE 32 - SCHEDULING

Section 1. A fair and even distribution of weekends, holiday furloughs and vacations will be provided to each regular full-time officer to the extent reasonably possible while also meeting other scheduling criteria and limitations.

Section 2. All work schedules will be posted at least forty-five (45) days in advance of the first day of the month that the schedule is for.

Section 3. No changes will be made in the work schedule once it is posted without the affected regular full-time officer's approval, provided, that for the purposes of crime control and other

emergencies the Department shall have the flexibility to change the work schedule as required but not for the sole purpose of avoiding the payment of overtime.

Section 4. Each regular full-time employee shall be given the same amount of days off as there are Saturdays and Sundays in 2 - 28 day scheduling periods.

Section 5. Regular full-time employees shall average one (1) weekend off per twenty- eight (28) day scheduling period on a yearly basis.

#### ARTICLE 33 - MAINTENANCE OF CONDITIONS

Section 1. Current wages, hours and conditions of employment (including the Personnel Manual of Employee Regulations, dated November, 1981, as revised to date) shall be continued under this Agreement, except as modified herein. No changes made in said Personnel Manual shall be made effective as to bargaining unit employees on bargainable issues without the consent of the Union.

#### ARTICLE 34 - SEVERABILITY

Section 1. If any Article or Section 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 Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a new agreement in the Article or Section involved.

#### ARTICLE 35 - NON-DUPLICATION OF BENEFITS CLAUSE

Section 1. In its efforts to provide protection to its employees for various hazards of life, fringe benefits have been provided which overlap and provide multiple coverage for various occurrences. To the extent that benefits are afforded under Insurance, Social Security, and Retirement plans which are wholly or partially financed by the City, employees are entitled to accept all such benefits even though they exceed one hundred (100%) percent of the employee's wage or other applicable loss suffered as a result of an occurrence. However, regular full-time employees shall be required to apply for and are expected to promptly and diligently pursue such benefits as are available to them from such sources before accepting and retaining payments from City self-financed programs.

Section 2. The City reserves the right to offset, reduce and credit its self-financed benefit programs with payments to employees from third-party sources as a result of an occurrence and/or to defer payment of such self-financed fringe benefits until all other Employer-financed program benefits have been exhausted. Employees receiving wage loss compensation from City-paid programs shall reimburse the City to the extent of such recovery, less the employee's pro tanto reasonable cost and expense of effecting such recovery.

Section 3. Duty Related Disabilities. The foregoing language shall be interpreted and applied

to provide that regular full-time officers who suffer a duty related disability will draw dollars equivalent to 100% of their regular weekly wage at the time of injury from the applicable sources of benefits with sick leave and vacation leave being the last benefit tapped to supplement or pay wage substitution until the officer's return to duty, retirement, death, or the leave credits are exhausted.

#### ARTICLE 36 - TUITION REIMBURSEMENT

Section 1. Requests for tuition reimbursement shall be governed by the Personnel Manual of Employment Regulations and this Article. In the event of a conflict between the Personnel Manual and this Article, this Article shall apply.

Section 2. Any requests for future tuition reimbursement will be denied if they exceed the amount budgeted by the City. The City will make a reasonable attempt to budget for at least one course (including books) for every full-time officer per fiscal year for the Police Department; however, the City reserves the right not to budget for tuition reimbursement as one step in reducing costs in order to maintain a balanced budget. For example, if the City did not fill positions or reduced budgeted expenditures for conferences and travel, in order to maintain a balanced budget, it may elect to not fund tuition reimbursement. The City shall notify the Union after the budget has been adopted if tuition reimbursement has been budgeted.

Section 3. Tuition reimbursement shall be limited to courses that are job-related to the position of Command Officer. Courses that are not directly related to the position of Command Officer, but are required for obtaining an Associates' or Bachelors' degree shall not be considered job-related. Courses included in a Masters' degree, doctorate or law degree curriculum shall not be considered job-related.

#### ARTICLE 37 - LAYOFFS AND RECALLS

Section 1. Layoffs shall be made in conformity with the principle of unit seniority; i.e., the last employee promoted into the bargaining unit shall be the first to be laid off, and the first one laid off shall be the last to be recalled. No new employees shall be promoted or hired into the bargaining unit if there are any employees laid off, unless such employees no longer desire employment with the City, and fail to return to duty within seven (7) calendar days after being recalled. An employee will be given at least a two (2) week written notice prior to being laid off.

A Command Officer who is laid off shall have the right of recall for three (3) years after the effective date of his/her layoff or the length of his/her department seniority, whichever is less. For purposes of this Article, a "layoff" shall include a job elimination of a bargaining unit member for reasons of efficiency or economic purposes or reduction in hours of a full-time employee to less than forty (40) hours per week. In the event that a full-time employee is "laid off", he/she may elect to bump a full-time Police Officer hired after December 31, 2020, who has less departmental seniority. If the Command Officer exercises this right to bump, he/she shall retain the right of recall described in this paragraph.

## ARTICLE 38 - PROMOTION PROCEDURE

Section 1. Purpose. To establish a procedure for promotion of Command bargaining unit members to a higher rank (Lieutenant). This procedure does not apply to the selection of the Chief of Police.

Section 2. Minimum Eligibility Requirements. To be eligible for promotion to the rank of Lieutenant, a Sergeant must have served a minimum of one (1) year as a full-time Sergeant with the Lathrup Village Police Department and must have earned a Bachelor's Degree.

Section 3. Written Examination. A written examination will be given to eligible officers by an outside agency. Applicants must score at least seventy (70%) percent on the written examination to be eligible for consideration for promotion.

The Chief of Police will determine the organization administering the test, as well as the time, date and location of the examination. The City Administrator shall appoint an employee who is not part of the Police Department to proctor the examination. Upon completion of the examination, that employee shall seal the tests in an envelope, in the presence of the applicants, and immediately mail the tests at the Lathrup Village Post Office to the outside agency.

Notification of the exam date, time and location will be made not less than sixty (60) days prior to the exam.

A psychological profile may be given to eligible officers but it is up to the discretion of the Chief of Police. Section 4. Oral Examination. The oral interview will be conducted by a board of no less than three (3) members. The members of the board shall be selected by the Chief of Police in order to minimize any internal bias.

Section 5. Performance Evaluation. To be given by the Chief of Police.

Section 6. Seniority. Seniority credits shall be given for each full year of service with the Lathrup Village Police Department based on the following scale:

.25 points per each complete year of service as a full-time Patrol Officer within LVPD.

.50 points per each complete year of service as a full-time Sergeant with LVPD. The maximum allowable points for seniority will be 5.

Section 7. Testing Points.

Written Exam	Up to thirty (30) points
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Oral Examination	Up to twenty-five (25) points
Performance Evaluation	Up to forty (40) points
Seniority	Up to five (5) points

#### Section 8. Testing Not Required.

Under the following circumstances, the Chief of Police shall have the right to forgo the testing process and promote a Sergeant to Lieutenant:

- A. If only one Sergeant is eligible for promotion, or
- B. If only one Sergeant of those eligible expresses interest in promotion.

Section 9 Duration of Eligibility List. The eligibility list will remain valid for twelve (12) months following the first promotion from the list.

#### ARTICLE 39 - EMERGENCY FINANCIAL MANAGER

The parties acknowledge the ~~existence~~ existence of the Local Financial Stability and Choice Act, PA 436 of 2012, as amended ("the Act"), to the extent it remains in effect during the term of this Agreement. Such acknowledgement 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; or (3) any action of an Emergency Manager which acts to reject, modify or terminate the collective bargaining agreement. This section shall immediately become null and void if the Act is stayed, reversed in a referendum, or ruled unconstitutional or reversed in a final decision by the Michigan Supreme Court, the Michigan Court of Appeals or federal court.

#### ARTICLE 40 - DURATION AND TERMINATION

Section 1. This Agreement constitutes the entire written Agreement between the parties and shall remain in full force from and after date hereof until December 31, 2024.

Section 2. Either party may give written notice to the other party prior to December 31, 2024 of its expiration date of its desire to terminate or modify this Agreement. If no such notice is given, this Agreement shall be automatically extended for another year.

Section 3. Upon receiving such notice the parties shall promptly arrange a meeting for the purpose of discussing changes in the Agreement.

#### ARTICLE 41 – DEFINITIONS

1. "Day" shall mean eight (8) hours for pruposes of vacation, sick leave, personal leave, bereavement leave, emergency leave or parenting leave.

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed with the last signature being added on the \_\_\_\_\_ day of January 20\_\_.

CITY OF LATHRUP VILLAGE

COMMAND OFFICERS ASSOCIATION OF  
MICHIGAN

\_\_\_\_\_  
Mayor

CITY ATTORNEY

\_\_\_\_\_  
REQUIRED CHARTER APPROVALS:

\_\_\_\_\_  
City Administrator



APPENDIX "A"

HEALTH INSURANCE WAIVER

I hereby waive my right to health insurance coverage from the City of Lathrup Village under the City's program to coordinate overlapping health care coverage under the following requirements:

1. I submit documentary evidence that I have health care coverage available to me from other sources and agree to notify the City promptly in the event of a change or termination of my alternate arrangements.

2. If I notify the City that the alternate coverage no longer applies to me, I understand that the City will promptly apply for coverage from its insurance carrier, but the effective date of the coverage will depend on the regulations of the carrier.

3. I understand that I will be entitled to supplemental compensation from the City for the period that this Waiver is in effect and the City ~~is~~ relieved ~~to of~~ paying insurance premiums on account of my coverage. The supplement will be calculated at the rate of \$250 per month times the number of months that the City is relieved of paying premiums for me and will be paid in a lump sum for the number of months eligible as of June 30 and December 31 of each year.

I wish this Waiver to become effective and my coverage to terminate as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, or as soon thereafter as the regulations of the insurance carrier relieve the City of paying premiums on account of my coverage.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date of Signing

Received by the City Treasurer:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Received

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