

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

~~January 1, 2021 through December 31, 2024~~
January 1, 2025 through December 31, 2027

INDEX

	<u>PAGE</u>
AGREEMENT	4
ARTICLE 1 - PURPOSE AND INTENT	Error! Bookmark not defined.
ARTICLE 2 - RECOGNITION	Error! Bookmark not defined.
ARTICLE 3 - MANAGEMENT RIGHTS.....	7
ARTICLE 4 - AUTHORIZATION FOR DUES/FEEES DEDUCTION.....	5
ARTICLE 5 - GRIEVANCE PROCEDURE	8
ARTICLE 6 - PROBATIONARY EMPLOYEES	10
ARTICLE 7 - SENIORITY/LAYOFF AND RECALL	11
ARTICLE 8 - EMERGENCY/BEREAVEMENT LEAVE	12
ARTICLE 9 - MILITARY LEAVE	13
ARTICLE 10 - MILITARY LEAVE REINSTATEMENT	13
ARTICLE 11 - JURY DUTY	14
ARTICLE 12 - SICK LEAVE	14
ARTICLE 13 - CATASTROPHIC DISABILITY BENEFIT LEAVE	16
ARTICLE 14 - ANNUAL VACATION LEAVE	16
ARTICLE 15 - LEAVE WITHOUT PAY	18
ARTICLE 16 - HOLIDAYS	19
ARTICLE 17 - EMPLOYEE'S BIRTHDAY/PERSONAL DAYS	20
ARTICLE 18 - HEALTH CARE	20
ARTICLE 19 - DISABILITY INSURANCE.....	22
ARTICLE 20 - DENTAL/OPTICAL.....	22
ARTICLE 21 - LIFE INSURANCE	22
ARTICLE 22 - COURT TIME.....	23
ARTICLE 23 - OVERTIME/SHIFT CHANGES	23
ARTICLE 24 - STAND-BY TIME.....	24
ARTICLE 25 - UNIFORM PROVISIONS.....	25
ARTICLE 26 - CLEANING ALLOWANCE.....	25
ARTICLE 27 - WAGES	25
ARTICLE 28 - LONGEVITY	29
ARTICLE 29 - RETIREMENT	29
ARTICLE 30 - HEALTH AND SAFETY.....	30
ARTICLE 31 - MISCELLANEOUS CONDITIONS OF EMPLOYMENT/POLICE EQUIPMENT	30
ARTICLE 32 - HOURS OF WORK.....	31
ARTICLE 33 - SCHEDULING	32
ARTICLE 34 - MAINTENANCE OF CONDITIONS.....	33
ARTICLE 35 - SEVERABILITY	33
ARTICLE 36 - NON-DUPLICATION OF BENEFITS CLAUSE.....	33
ARTICLE 37 - TUITION REIMBURSEMENT	34
ARTICLE 38 - PROMOTION PROCEDURE	34
ARTICLE 39 - EMERGENCY FINANCIAL MANAGER.....	35
ARTICLE 40 - DURATION AND TERMINATION	36

EXHIBIT "A" HEALTH INSURANCE WAIVER.....30

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 Michigan Association of Police ("Union" hereafter), covering the period from January 1, ~~2024~~ 2024 to December 31, ~~2027~~ 2024.

ARTICLE 2 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 employment; and to promote orderly and peaceful labor relations for the mutual interest of both the City and the Union.~~

2.1: The general purpose of this Agreement is to set forth terms with respect to, wages, hours, terms, and conditions of employment and promote orderly and peaceful labor relations for the mutual interest of the Employer and Employees. Employees, of this bargaining unit, shall be defined as active members of the Police Department with the title of Police Officer.

2.2: To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between their respective representatives at all levels, and among all Employees.

ARTICLE 3 RECOGNITION

~~Section 1. The City recognizes the Union as the sole and exclusive bargaining agent for the full-time and part-time Police Officers 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 ("employees" hereafter).~~

~~Section 2. The Lathrup Village Police Officer Association (LVPOA) is represented by the Police Officers Association of Michigan. The LVPOA will supply the Employer with a list of local association representatives and any subsequent changes of those representatives during the life of the contract.~~

~~Section 3. Gender 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.~~

3.1: The Employer recognizes the **Michigan Association of Police** ("the union") as the sole and exclusive bargaining agent for full-time and part-time Police Officers employed by the City to the extent permitted and required by Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, for all Employees. The Employer agrees to negotiate with the Union on items relating to pay rates, wages, hours, and conditions of employment.

3.2: Employees shall have the right to join the Union, to engage in lawful, concerted activities for the purpose of collective negotiation and bargaining or other mutual aid and protection, and to express or communicate any view, grievance, complaint, or opinion related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal.

3.3: The Employer shall maintain a direct deposit for payroll checks to eligible financial institutions. All employees shall be required to receive their compensation via direct deposit or employee debit card in accordance with Michigan law. A "payroll debit card," as described in MCL 408.476 means a stored-value card issued by or on behalf of a federally insured financial institution that provides an employee with immediate access for withdrawal or transfer of his or her wages through a network of automatic teller machines. The term includes a card commonly known as a payroll debit card, payroll card, and pay card.

~~Section 2. The Lathrup Village Police Officer Association (LVPOA) is represented by the Police Officers Association of Michigan. The LVPOA will supply the Employer with a list of local association representatives and any subsequent changes of those representatives during the life of the contract.~~

Section 3. Gender 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 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 4 DUES AND DEDUCTIONS

4.1 Union Security Defined: Employees who are members of the recognized bargaining unit who are not members of the union may join the Union by filling out and submitting a dues deduction / authorization form. Upon being hired, a new member of the bargaining unit will be offered the choice to join or not join the union.

3.3: The Employer will deduct, upon signed authorization by individual Employees, all initiation fees, dues, and assessments as certified by the Union and forward same to the Union each month. The authorization shall be irrevocable for the term of this Agreement.

4.2 Payment of Dues: If an Employee voluntarily submits a dues / fees authorization form the City agrees to deduct from the wages of an employee, Union dues or fees as provided for in the written authorization form. The authorization will remain in effect until such time as written notice is submitted to the Union, on the form provided by the Union, of a member's intent to opt out.

4.3 Non-Discrimination: The Employer and the Union agree they will not discriminate against any employee based on the Employee's decision to join the Union, voluntarily pay fees to the Union for bargaining and defending the Collective Bargaining Agreement or opting out of the Union Membership.

4.4 Dues Form Compliance: All dues authorization forms shall comply with respective State and Federal Laws and shall be filed with the Employer, who may return an incomplete or incorrectly completed form to the Employee for correction prior to any deductions being made until such deficiency is corrected.

4.5 Union Opt Out: If the Employee chooses to withdraw his / her dues authorization, the Employee shall notify the Michigan Association of Police in writing on the form provided by the Union, and shall notify the Employer in a manner described by the Employer.

4.6 Return to Membership: Should an Employee opt-out of the Union Membership his / her return to Union membership shall be at the sole discretion of the Michigan Association of Police.

4.7 Payment To: Each Employee and the Union hereby authorize the City to rely upon the Michigan Association of Police or its agent, regarding specific dollar amounts to be deducted, and sent to the **Michigan Association of Police, 667 E Big Beaver Rd Suite 109 Troy, MI**

48083. The authorization form will express, in terms of specific dollar and cents, the amount to be deducted at the end of the first month following the signing of the authorization form:

4.8 Hold Harmless: The union agrees to save and hold harmless the City from damages or other financial loss, which the City may be required to pay or suffer as a consequence of enforcing the above provision.

4.9 Right-To-Work: The parties agree that should the Right-to-Work Legislation be overturned or modified by the State of Michigan, the Parties will meet and bargain over amending this Article of the Collective Bargaining Agreement.

4.10 New Hires: The City will immediately notify the Union of all new hires and will schedule a meeting with the Local Executive Board, the Police Chief or his designee and the new Member to discuss Union Membership. Such a meeting shall be voluntary and scheduled at a time that is mutually agreeable to all parties. In addition, the City agrees to forward a seniority list to MAP containing the name, address, telephone number, and date of hire on January 31st and July 31st each year.

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 reasons of efficiency, economic purposes or reduction in hours, discipline for just 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 the provisions of the Agreement. The City shall have the right to expect and require that its employees 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 who was a member of the bargaining unit as of August 26, 2004 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.

Section 3. In the event that the City elects to use part-time Police Officers, it shall budget for and attempt to employ five (5) full-time Police Officers. In the event the City determines that it is necessary to reduce the workforce, it shall not be required to maintain five (5) full-time Police Officers. No full-time non-probationary Police Officer shall be laid off as a result of the City's use of part-time Police Officers. In the event of a layoff, parttime Police Officers shall be laid off first, in order of reverse seniority, before any full-time Police Officer is laid off. (See Article 7, Section 3.)

Section 4. In the event that the City elects not to use part-time Police Officers, it retains the right to determine the number of full-time Police Officers.

Section 5. For purposes of this Agreement, a "part-time" Police Officer is an employee who is regularly scheduled to work less than forty (40) hours per week and is not entitled to benefits.

Section 6. The City may discipline, up to and including discharge, an employee for just cause.

In imposing any discipline on a current charge, the Employer will not take into account any prior verbal or written warnings that occurred more than two (2) years previously, unless they are for repeated offenses for the same or similar misconduct or performance issues. Disciplinary suspensions may be used for three (3) years after they were imposed, except that disciplinary suspensions for workplace violence, sexual or ethnic harassment, or substance abuse may be used for the remainder of the employee's service with the City. An employee who voluntarily advises the City Administrator of his/her substance abuse problem, before discipline or an incident of misconduct related to the substance abuse problem, shall not be given a disciplinary suspension due to the disclosure.

During an investigative interview which could lead to discipline or a disciplinary meeting, if requested by the employee, a Union steward shall be present.

Regular full-time employees who have been suspended or discharged may seek relief through the Grievance Procedure as outlined in Article 5 by starting at Step 4 – Meeting with the City Administrator. If the matter is not resolved in Step 4, the Union may move to Step 5 of the Grievance Procedure.

Weingarten, Loudermill and Garrity shall apply.

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 procedure specified in this Article 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. Employees 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 employee'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 Union Representative. The 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 LVPOA or a representative of the POAM. To be considered in the procedure, a grievance must be presented in Step 2 within fifteen (15)

working days of knowledge or when he 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 City Administrator ~~other party~~, request arbitration. ~~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 American Arbitration Association (AAA) by the Union.~~

The arbitrator shall be selected, in alphabetical order, from the following roster:

Stanley Dobry
Mark Glazer
Jerold Lax
Pat McDonald
Kathy VanDagens

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.

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 the request for arbitration has been made.

B. The arbitrator so selected will bear 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 stem from this Agreement, and his/her function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He shall 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 split equally between the Union and the City ~~the losing party as determined by the arbitrator~~ borne by. 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 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 full-time by the City in this bargaining unit shall be a probationary employee for a period of twelve (12) ~~eighteen (18)~~ 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. The Chief of Police may extend the probationary period for full-time and part-time Police Officers for up to six (6) months in his/her sole discretion, with written explanation. This probationary period is a working test period and is designed to acquaint the new employee's work attitude in that position. An employee who successfully completes the probationary period shall be considered a "regular full-time" employee. 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.

Section 2. Part-time Police Officers shall be probationary until they actually work the equivalent number of hours of a full-time Police Officer for eighteen (18) months. Parttime Police Officers shall not automatically be promoted to full-time, if the City fills a vacancy for a full-time Police Officer.

Section 3.

A. If the City enters into a written agreement with an applicant to recoup police academy training costs, as authorized by Acts No. 43 and 44 of 2023, and the applicant voluntarily separates from City employment prior to completing four (4) years of employment with the City, the City may:
(1) deduct from the employee's final paycheck (provided the Federal and Michigan minimum wage is paid), and
(2) take offsets from the employee's accrued, unpaid vacation, and any other accrued monies owed to the employee.

Any such deductions or offsets to recoup the cost of the law enforcement academy shall be according to the following scale:

Not more than one (1) year after the date the employee's law enforcement training ended: 100%;

More than one (1) year but less than two (2) years after the date the employee's law enforcement training ended: 75%;

Two (2) years or more but less than three (3) years after the date the employee's law enforcement training ended: 50%;

Three (3) years or more than four (4) years after the date the employee's law enforcement training ended: 25%.

In no event shall the combination of deductions and offsets: (1) exceed the employee's salary for the first year of employment with the Department or (2) not provide the employee with the applicable federal or Michigan minimum wage.

B. Upon the signing of the agreement between the applicant and the City, the Union shall be given a copy of the agreement. The Union shall not grieve the City's efforts to recoup the training costs, provided that the recoupment is consistent with this Section.

ARTICLE 7 - SENIORITY/LAYOFF AND RECALL

Section 1. Seniority of a new employee shall be commenced after the employee has completed his probationary period and shall be retroactive from the first day of last employment. An employee shall forfeit his seniority rights only for the following reasons:

- A. He resigns.
- B. He is dismissed and is not reinstated.
- C. He retires.
- D. He is absent for three (3) consecutive working days without prior notification to the Employer.
- E. He obtained, under false pretense, a leave of absence or fails to return to work upon the expiration of a leave of absence, including unpaid sick leave or vacation, without obtaining an extension from the City. (See Article 15, Section 4.)
- F. Is unable to return to work for eighteen (18) months due to physical or mental disability, including those disabilities that are not work-related.

Section 2. Layoffs shall be made in conformity with the principle of seniority; i.e., the last employee hired being the first to be laid off, and the first one laid off being the last to be recalled. No new employees shall be hired if there are any employees that are 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 week written notice prior to being laid off.

Section 3. Layoffs will be made in the following manner:

- A. Part-time employees first.
- B. Full-time employees.

A "layoff" shall include a job elimination of a part-time or full-time Police Officer for reasons of efficiency or economic purposes or reduction in hours of a full-time Police Officer to less than forty (40) hours per week. In the event that a full-time Police Officer is "laid off", he may elect to either work as a Part-time Police Officer (if such a position is available) or be unemployed.

Section 4. Part-time Police Officers who complete the probationary period described in Article 6 shall be placed on a seniority list for part-time Police Officers. Seniority for parttime Police Officers shall be by date of hire, not hours actually worked. Full-time Police Officers shall be placed on a separate seniority list, in order of date of hire, with the most senior officer being placed at the top of the list. In the event that the City elects to hire a part-time Police Officer as a full-time Police Officer, he/she shall begin the probationary period described in Article 6, Section 1 and shall be considered a "new hire" for purposes of computing benefits and obtaining seniority as a full-time Police Officer. However, a part-time Police Officer who is hired as a full-time Police Officer shall not be placed at the "Step 1" rate of the wage scale, but shall be placed at the Step they were currently at as a part-time Police Officer.

Section 5. A Police 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 seniority, whichever is less. Recalls shall be in inverse order of seniority. Full-time police officers on layoff, including those who elected to work part-time, shall be recalled before any part-time officer is recalled.

Section 6. No full-time Police Officer hired prior to December 31, 2020, may be bumped by a Command Officer who has been laid off. A Command Officer who has been laid off may bump a full-time Police Officer who has less departmental seniority and was hired after December 31, 2020. In the event a Command Officer exercises this right to bump, his/her Police Officer bargaining unit seniority shall:

- (1) For layoff purposes, be the total departmental seniority he/she has accrued while previously serving as a Patrol Officer or Command Officer in the Lathrup Village Police Department;
- (2) For all other purposes, such as selection of leave days or shifts, be his/her total seniority in the Police Officers' bargaining unit before and after the layoff.

The Police Officer who was bumped shall be laid off and recalled as described in this Article.

ARTICLE 8 - EMERGENCY/BEREAVEMENT LEAVE

Section 1. Bereavement Leave.

- A. In case of death in his/her "immediate family," a regular full-time employee shall be granted a leave of absence with pay for a period not to exceed thirty-two (32) hours

~~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 employee will be permitted up to eight (8) hours ~~one (1) day~~ off under the emergency leave provisions when she has a baby or their partner has a baby his/her spouse is having a baby. ~~Emergency leave, and 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.~~

An employee 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, and 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 9 - 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/her 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 the 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 10 - MILITARY LEAVE REINSTATEMENT

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 11 - JURY DUTY

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

ARTICLE 12 - SICK LEAVE

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. 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 12:10 and 12:11.

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 ~~beyond~~ for four (4) or more 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 other 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 a 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/her regularly scheduled working hours.

Section 10. ~~There shall be no further reimbursement of unused sick leave, except under the provisions of Sections 12:11 through 12:13.~~

Section 10. A part-time employee shall accrue sick leave at a rate of one (1) hour for every thirty (30) hours the employee actually works, up to a total of seventy-two (72) hours per calendar year. A part-time employee may use up to seventy-two (72) hours per calendar year for sick leave allowed under this Article or under the Earned Sick Time Act [Add formal Michigan Compiled Laws designation]. A part-time employee may use accrued sick leave after ninety (90) calendar days of service. A part-time employee may roll over up to seventy- two (72) hours of sick leave to the following calendar year, however, no unused sick leave shall be paid to the part-time employee upon separation of employment for any reason.

Section 11. For those employees who shall have accumulated more than one hundred (100) days of sick leave, the City will “buy back” and cancel out any excess accumulation by paying a bonus in the first paycheck issued in July of each year at the rate of one-half day of pay for each excess accumulated day.

Section 12. The City will “buy back” unused sick leave days accumulated from each employee who retires or dies at the rate of one-half day of pay for the first eight hundred (800) hours one hundred (100) 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, 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 cancelled and not be paid.

Section 13. Calculations of “buy back” shall be made at the employee’s base pay rate as of the applicable June 30th.

Section 14. Probationary employees cannot use sick leave in the first six (6) months of service but shall accumulate sick leave during that period for future use.

Section 15. 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 eighty (80) hours, and their donation cannot bring their bank below eighty (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 related to Family Medical Leave apply.

ARTICLE 13 - CATASTROPHIC DISABILITY BENEFIT LEAVE

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

ARTICLE 14 - ANNUAL VACATION LEAVE

Section 1. Annual vacation leave is an authorized absence from duty, with pay. Annual vacation leave is not intended as a bonus. It is granted for the purpose of allowing a fulltime 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 full-time employee in the unit shall receive annual vacation leave pursuant to this Article. Each 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	12 15
6	13 16
7	14 17
8	15 18
9	16 19
10	17 20
11	18
12	19
13 or more	20

Section 3. Part-time employees are not eligible for annual vacation leave or pay.

Section 4. An otherwise eligible employee with less than one 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/her actual service bears to a full year of service (6.667 hours per month).

Section 5. 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 6. Vacation time is accrued and charged to the nearest 1/2 day. An employee's vacation time credit shall be computed from the first day of regular full-time employment. In cases of reemployment after severance, credit will be allowed for the current period of service only.

Section 7. 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 8. 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 8 9. Any regular (seniority) 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 9 10. 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 10 11. 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 (10) ~~five (5)~~ working days' notice in advance of his/her resignation date.

Section 12 12. An employee, transferred from part-time status to regular full-time probationary status, shall accrue vacation leave from the date he is classified as a regular full-time probationary employee.

Section 13 13. Accumulation of Annual Vacation Leave. 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 Article 16. In no

event shall the employee's vacation bank exceed the current year's credited vacation and the accrued, unused vacation from the prior calendar year. 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 14 44. 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 rescheduled at the conclusion of the emergency.

Section 15 45. All employees shall receive four (4) vacation periods with pay upon successful completion of the City's FTO Program. 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 1st, February 1st, May 1st, and September 1st 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.

If vacation requests are not submitted in a timely manner, then the officer will forego a vacation selection during this vacation period. Officers will not forfeit their vacation time; they can choose to roll it over into a bank or elect to be paid for their time.

Upon ratification of the January 1, 2025 – December 31, 2027, contract, all current employees in the LVPOA 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.

ARTICLE 15 - LEAVE WITHOUT PAY

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. Request for leaves (other than leaves under the FMLA) shall be made forty-five (45) calendar days ~~well~~ in advance.

Section 4. An employee shall be reinstated to his/her former position upon expiration of the leave. Should the employee fail to report within three (3) days after a leave of absence expires, such failure may be cause for dismissal. (See Article 7, Section 1(E)).

ARTICLE 16 - HOLIDAYS

Section 1. Full-time officers shall be scheduled to work normal rotations throughout each holiday below, but shall be entitled to thirteen (13) ~~twelve (12)~~ additional Winter Vacation Leave Days off with pay during the fiscal year. Each full-time officer 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 officer 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 st
Presidents Day	3 rd Monday in January
<u>Martin Luther King Jr. Day</u>	<u>3rd Monday in February</u>
Good Friday	
Memorial Day	4 th Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Thanksgiving	4 th Thursday in November
<u>Veterans Day</u>	<u>November 11th</u>
Friday after Thanksgiving Day	
Christmas Eve Day	December 24 th
Christmas Day	December 25 th
Day after Christmas Day	December 26th
New Year's Eve Day	December 31 st

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

~~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.~~

Section 3.5. A special allowance of an additional four (4) hours pay or compensatory time off, as provided for in Section 23.3, shall be awarded the foregoing procedures to full-time officers who worked in an eight (8) hour shift on 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.

ARTICLE 17 - EMPLOYEE'S BIRTHDAY/PERSONAL DAYS

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

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

ARTICLE 18 - HEALTH CARE

Section 1. Medical Insurance. Unless they take the waiver described in Section 4, full-time employees will be covered by ~~CB PPO Platinum 250 provided through Blue Cross Blue Shield~~ effective April 1, 2025, Blue Care Network Blue Elect Plus POS Platinum Option 2A. Given Blue Cross' interpretation of the law, the City will not provide any Health Savings Account in conjunction with this plan. However, if allowed by law (including the option selected by the City under P.A. 152 of 2011, as amended) 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. This Article shall be reopened at the request of the City or the Union on an annual basis effective January 1, ~~2024~~ 2025 if the premium increase is at least 10% 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 3. For employees covered by Section 1 of this Article, the Employer will provide coverage upon request of the employee, for his 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 4. Each 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 per year. Payments of \$1,500 will be made semi-annually as of June 30 and December 31st 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 July 1, 2008. The City shall continue hospitalization coverage after retirement for all full time Patrol Officers hired before August 1, 2005, and their spouses. Employees who are hired after August 1, 2005, and before July 1, 2008 shall receive health insurance, currently CB PPO Platinum 250 provided by Blue Cross Blue Shield, as a retiree for themselves only and may pay for spousal coverage. A non-duplication of benefits clause is in Article 36.~~

~~Employees hired prior to July 1, 2008, who are eligible for retiree 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 2008, the same conditions shall apply to their spouse.~~

~~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 7. 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.

Section 8. The Union acknowledges the City's cost containment concerns in the health care field and is willing to meet and discuss alternative programs and/or changes in coverages which will reduce the City's rising health care costs without substantial impairment of benefits.

ARTICLE 19 - 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 20 - DENTAL/OPTICAL

Section 1. The City will provide BDPPPO 100/80/50 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 BLV 12-12-12 or its equivalent. The City shall not switch carriers for service reasons without agreement of 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 21 - LIFE INSURANCE

Section 1. Each full-time and part-time (subject to provider minimum hourly requirement of twenty [20] hours per week) employee shall be provided with term insurance in the amount of Twenty-Five Thousand (\$25,000) Dollars fully paid by the Employer. ~~Part-time employees shall not receive life insurance.~~ If and when permitted by the insurance carrier, the employee may increase the amount of such life insurance, but the increase in premium 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 coverage at City expense.

Section 3. For patrol officers, 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.

ARTICLE 22 - COURT TIME

Section 1. The City shall pay a full-time and part-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 pay with a minimum of three (3) hours at time and one-half for each such occasion he is assigned to such court duty.

Section 2. The City shall pay a full-time or part-time officer for all court time in all other courts and other hearing agencies to which he 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 with a minimum of three (3) hours at time and one-half pay for each such occasion he is assigned to such court or other hearing agency. Such court time shall be calculated to commence when the officer leaves his residence to attend court or the hearing and it shall end when his 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 on the day in question.

Section 3. In the event a full-time or part-time officer is served with a valid subpoena compelling him 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 shall promptly turn over the subpoena and all witness fees to the Chief of Police. In the event his appearance is required during his regular shift or scheduled work period, he shall draw his regular pay. In the event his appearance is required outside of his regular shift and in excess of the foregoing forty (40) hours, he shall be paid under the policy set forth in Section 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 a time and one-half court time pay shall be paid for in any one calendar day.

Section 6. Limitation. Notwithstanding the provisions of sections 1 and 2, if a 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 scheduled work period, he shall receive time and one-half pay for the actual time spent prior to his starting time and shall not be entitled to the three (3) hour minimum otherwise provided.

ARTICLE 23 - OVERTIME/SHIFT CHANGES

Section 1. The City shall pay an officer time and one half 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 2. Time and one half shall be paid to full-time officers required to work on any regularly scheduled leave day.

Section 3. 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 (60) ~~forty (40)~~ hours may be paid out at the end of the calendar year, 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 he/she intends to roll over hours and how many. If no declaration is made, all accumulated compensatory hours will be paid out.

Section 4. 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 5.

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 32 Section 8.

ARTICLE 24 - STAND-BY TIME

Section 1. Any full-time officer who is placed on stand-by while off duty shall be paid at the rate of one half his 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 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 22 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 25 - UNIFORM PROVISIONS

Section 1. The City will continue to provide uniforms to full time employees as is the current policy. In addition, One Hundred (\$100) Dollars will be allowed each year to each full-time and part-time officer for work boots as needed (forty dollars each year for each part-time officer), to be used only on duty, under present uniform replacement procedures supervised by the Chief of Police. The City will provide the same uniform allowance as full-time employees (not cleaning allowance or boot allowance) to part-time officers who worked 1,750 hours in the prior calendar year.

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

Section 3. An allocation of three (3) shirts and two (2) pairs of pants shall be allowed annually upon request of the full-time employees.

ARTICLE 26 - CLEANING ALLOWANCE

Section 1. An annual cleaning allowance shall be established for and used by each full-time and part-time employee at a cleaners in or out of the City as 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 Two Hundred Seventy (\$270.00) Dollars.

ARTICLE 27 - 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 full-time employee on his/her completion of the periods of service listed:

Section 2. Wage Scales. Full-time and part-time Police Officers shall be paid according to the following wage scale. However, part-time Police Officers shall not be entitled to any benefits, other than those required by law. To progress to the next step in the pay scale, the part-time Police Officer must work 2,080 hours in the lower step.

<u>January 1, 2024 - December 31, 2024</u>				
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>
<u>\$50,199</u>	<u>\$56,881</u>	<u>\$62,569</u>	<u>\$68,439</u>	<u>\$81,316</u>

<u>January 1, 2025 - December 31, 2025</u>				
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>
<u>\$52,709</u>	<u>\$59,725</u>	<u>\$65,697</u>	<u>\$71,861</u>	<u>\$85,382</u>

<u>January 1, 2026 - December 31, 2026</u>				
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>
<u>\$54,817</u>	<u>\$62,114</u>	<u>\$68,325</u>	<u>\$74,735</u>	<u>\$88,797</u>

<u>January 1, 2027 - December 31, 2027</u>				
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>
<u>\$57,010</u>	<u>\$64,599</u>	<u>\$71,058</u>	<u>\$77,725</u>	<u>\$92,349</u>

Full-Time Employees

~~January 1, 2021 to December 31, 2021~~

Step 1	Step 2	Step 3	Step 4	Step 5
Start	1 Year	2 Year	3 Year	4 Year
\$47,304	\$53,600	\$58,960	\$64,492	\$76,625

~~January 1, 2022 to December 31, 2022~~

Step 1	Step 2	Step 3	Step 4	Step 5
Start	1 Year	2 Year	3 Year	4 Year
\$48,250	\$54,672	\$60,139	\$65,781	\$78,158

~~January 1, 2023 to December 31, 2023~~

Step 1	Step 2	Step 3	Step 4	Step 5
Start	1 Year	2 Year	3 Year	4 Year
\$49,215	\$55,765	\$61,342	\$67,097	\$79,721

~~January 1, 2024 to December 31, 2024~~

Step 1	Step 2	Step 3	Step 4	Step 5
Start	1 Year	2 Year	3 Year	4 Year
\$50,199	\$56,881	\$62,569	\$68,439	\$81,316

~~Part-Time Employees~~

~~Part-time Police Officers shall be paid according to the following wage scale, but shall not be entitled to any benefits, other than those required by law. To progress to the next step in the pay scale, the part-time Police Officer must actually work 2,080 hours in the lower step.~~

~~January 1, 2021 to December 31, 2021~~

Step 1	Step 2	Step 3	Step 4	Step 5
Start	1 Year	2 Year	3 Year	4 Year
\$45,022	\$53,600	\$58,960	\$64,492	\$76,625

~~January 1, 2022 to December 31, 2022~~

Step 1	Step 2	Step 3	Step 4	Step 5
Start	1 Year	2 Year	3 Year	4 Year
\$45,922	\$54,672	\$60,139	\$65,781	\$78,158

~~January 1, 2023 to December 31, 2023~~

Step 1	Step 2	Step 3	Step 4	Step 5
Start	1 Year	2 Year	3 Year	4 Year
\$46,841	\$55,765	\$61,342	\$67,097	\$79,721

~~January 1, 2024 to December 31, 2024~~

Step 1	Step 2	Step 3	Step 4	Step 5
Start	1 Year	2 Year	3 Year	4 Year
\$47,777	\$56,881	\$62,569	\$68,439	\$81,316

Section 3. [MOA ON LATERAL PAY] The City of Lathrup Village recognizes the tremendous value of employing those individuals who have previously served as a certified Law Enforcement Officer in good standing with the Michigan Commission on Law Enforcement Standards (MCOLES). Recognizing the organizational value of previous law enforcement experience, training, and community policing

services, the City of Lathrup Village believes the starting wage for police officers should be commensurate with the knowledge, skills, and abilities of these professionals. These attributes would have an immediate positive impact to the community, increase the organizational knowledge within the police department, and provide seasoned veteran experience.

To qualify for lateral transfer pay adjustment, the applicant must possess all of the following:

All lateral entry police officers (LEPOs) are subject to the same hiring process and must meet the same hiring requirements as all other police officer applicants.

Must be a certified Law Enforcement Officer in good standing with MCOLES.

Have worked for any law enforcement agency as a sworn police officer with powers of arrest in the

United States or U.S. Territories.

Must have 36 months certified law enforcement experience with any city, county or state law enforcement agency.

Have not been separated as a police officer for more than twenty-four (24) months prior to the date of application.

No pending disciplinary actions or investigations for misconduct or criminal activity.

Must possess exemplary character and emotional intelligence.

The Chief of Police determines whether any LEPO applicant meets the eligibility standards.

If the standards are met, LEPO's are hired at the following starting wage:

34 years of Law Enforcement Experience would start at step 2, which currently is \$53,600

5+ years of Law Enforcement Experience would start at step 3, which currently is \$58,960.

Section 4.3. Detective: A \$2000 annual stipend shall be paid over 24 pays. The appointment of Detective is made by Chief's right of assignment. The Detective shall have the right to take the assigned car home during off hours (excluding vacation and other leaves) as long as that Detective resides within thirty (30) miles of Lathrup Village Police Station.

ARTICLE 28 - LONGEVITY

Section 1. Longevity bonus shall be paid as follows:

5 Years	\$ 550.00
10 Years	\$ 1,100.00
20 Years	\$ 1,625.00

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

ARTICLE 29 - RETIREMENT

Section 1. ~~Full-time employees hired 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 parties on September 27, 2004.~~

~~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.~~

~~F/55/25 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 of earnings divided by five (5).~~

~~Section 2. At the time a bargaining unit employee hired 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 1.3. 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. Any fulltime employee hired prior to July 1, 213, 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, 2013, 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 2.4. Full-time employees hired 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 percent (9%) ~~eight percent (8%)~~ 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:

<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>

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

ARTICLE 30 - 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 31 - 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 employee'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 Chief of Police shall have the right to promulgate and revise Department Policies, Procedures and Work Rules, as a matter of Management Rights. The Union retains the right to challenge an unreasonable application of a departmental rule through the grievance procedure.

Section 6. Regular/Reserve Officer Identification. While on duty, Regular officers will wear (City provided) silver name bars and Reserve officers will wear (City provided) blue name bars with "Reserve Officer" on the bar. Regular officers shall also be provided with identification cards which shall be dissimilar in appearance to those issued to any other persons by the Department.

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.

ARTICLE 32 - HOURS OF WORK

Section 1. Full-Time Police Department personnel on line duty work an eight (8) hour shift, and a twenty-eight (28) day cycle under the Fair Labor Standards Act (see Article 23, Section 1). One-half (1/2) hour is allowed on each eight (8) hour shift for meals eaten on duty.

Throughout this Agreement, a "day" shall equal eight (8) hours.

Section 2. The City shall post shift and day off rotation sign-up sheets no later than ninety (90) days prior to the beginning of the new shift period, which shall be three (3) months in duration.

Section 3. Part-time Patrol Officers shall be scheduled to meet legitimate operational needs of the Department, but such scheduling shall not be made for the purpose of reducing the number of full-time Patrol Officers (See Article 3, Section 3). Overtime shall be equalized for part-time Patrol Officers, given this restriction, on a quarterly basis. Rejection of an overtime opportunity shall be counted the same as if the employee worked the overtime.

Section 4. The Chief of Police may assign probationary employees to a shift or a variety of shifts for a total of twelve (12) months. This assignment shall begin at the start of a new quarterly shift period. A probationary employee may not displace a full-time patrol officer from his/her selected shift once the three (3) month shift period has begun. No more than one full-time probationary employee may be assigned to a shift at a time.

Section 5. After the Chief has made the assignment, all non-probationary employees shall then indicate their shift preference and leave day rotation by seniority. Each employee shall have forty-eight (48) hours, not counting leave days, to select a shift assignment, once the selection choice is theirs. An employee who fails to choose within forty-eight (48) hours shall fall to the bottom of the seniority list for that selection period.

Section 6. Notwithstanding any other provisions in this Article, the Chief may (1) assign a probationary employee to any shift for a minimum of seven (7) consecutive calendar days for training purposes; and (2) may change, beginning with the lowest seniority employee, any patrol

officer's shift assignment due to another patrol officer's retirement, resignation, layoff, promotion, transfer, leave of absence, sick leave, or change in the number of patrol officers deployed on shifts, or other legitimate operational reasons. Such reassignment shall not be made arbitrarily, capriciously or solely for discipline purposes.

Section 7. Officers shall be assigned to work the day shift (7:00 a.m. - 3:00 p.m.), afternoon shift (3:00 p.m. - 11:00 p.m.), or midnight shift (11:00 p.m. - 7:00 a.m.). The Chief of Police may modify these times or assign other shifts, upon prior notice to the Union.

Section 8. For vacancies caused by absences of less than forty-eight (48) hours, parttime Police Officers shall be eligible to work after all full-time Police Officers have been offered the opportunity to work the overtime. In those instances, part-time Police Officers shall be paid straight-time until they have worked more than forty (40) hours in a work week. 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 9. 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 10. Trainer Pay: An MCOLES certified Field Training Officer (FTO) shall receive one and one 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 33 - SCHEDULING

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

Section 2. All full-time officer work schedules will be posted at least ninety (90) days in advance of the first day of the month that the schedule is for.

Section 3. No changes will be made in the full-time officer's work schedule once it is posted without the affected 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. Effective with the first duty schedule issued after the signing of this Agreement, each full-time officer shall be given the same amount of days off as there are Saturdays and Sundays in two (2) twenty-eight (28) day scheduling periods.

Section 5. Effective with the first duty schedule issued after the signing of this Agreement, each full-time officer shall average one (1) weekend off per twenty-eight (28) day scheduling period on a yearly basis.

ARTICLE 34 - 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 35 - 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 36 - NON-DUPLICATION OF BENEFITS CLAUSE

Section 1. In its efforts to provide protection to its full-time 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, full-time 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, 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 occurred 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 affecting such recovery. Where such repayments are attributable to sick leave banks, dental banks and the like, the employee's available credits shall thereupon be restored to him.

Section 3. Duty Related Disabilities. The foregoing language shall be interpreted and applied to provide that officers who suffer a duty-related disability will draw dollars equivalent to one hundred

(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 37 - 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) 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 Patrol Officer. Courses that are not directly related to the position of Patrol 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 38 - PROMOTION PROCEDURE

Section 1. Purpose. To establish a procedure for promotion of bargaining unit members to higher rank (Sergeant). This Article 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 Police Sergeant, a Patrol Officer must have served a minimum of five (5) years as a full-time Patrol Officer with the Lathrup Village Police Department and must have earned a bachelor's degree. If only one (1) eligible employee with five (5) years' experience in the Lathrup Village Police Department applies for the position, then the Employer may attempt to fill the vacant position with Patrol Officers who have earned a bachelor's degree and have three (3) years of full-time experience from within the bargaining unit. In the event that there are insufficient candidates, the City and Union shall meet and confer to discuss whether the terms of the parties' March 2020 Letter of Agreement regarding promotions should be applied to a potential promotion.

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 and 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. Chief's Interview. The Chief's interview will be with the Chief of Police only.

Section 5. Oral Examination. The oral interview shall 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 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 the LVPD.

The top three (3) people on the eligibility list will be considered for promotion.

Section 7. Education Level.

2.5 Points shall be awarded for the completion of a bachelor's degree

2.5 Points shall be awarded for the completion of an advanced Degree (i.e. master's or Ph.D.)

Section 8. Testing Points

Written Exam	Up to thirty-five (35) points
Chief's Interview	Up to twenty-five (25) points
Oral Examination	Up to twenty-five (25) points
Seniority	Up to ten (10) points
Education Level	Up to five (5) points

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 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, 2027 2024.

Section 2. Either party may give written notice to the other party prior to December 31, 2027 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.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed with the last signature being added on the _____ day of January 2025 2024.

CITY OF LATHRUP VILLAGE

~~POLICE OFFICERS ASSOCIATION OF MICHIGAN~~ MICHIGAN ASSOCIATION OF POLICE

REQUIRED CHARTER APPROVALS

LATHRUP VILLAGE POLICE OFFICERS ASSOCIATION

City Administrator

City Attorney

EXHIBIT "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 payment from the City for the period that this Waiver is in effect and the City is relieved to paying insurance premiums on account of my coverage. The supplement will be calculated at the rate of Two Hundred Fifty Dollars (\$250.00) 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 Received