

6/30/90

AGREEMENT

BETWEEN

THE CITY OF LATHRUP VILLAGE

AND

THE MICHIGAN FRATERNAL ORDER OF POLICE LABOR COUNCIL

EFFECTIVE DATES:

July 1, 1987 to June 30, 1990

Lathrup Village

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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 (hereinafter referred to as the "Employer" or the "City") and the Michigan Fraternal Order of Police Labor Council, existing under the laws of the State of Michigan (hereinafter referred to as the "Union"), covering the period from July 1, 1987 to June 30, 1990.

ARTICLE I PURPOSE AND INTENT

1.1

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 employee's 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 II RECOGNITION

2.1

The City recognizes the Union as the sole and exclusive bargaining agent for the police patrolman and sergeants 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.

2.2

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.

2.3

The Lathrup Village Police Officers Association (LVPOA) is a local affiliate of the Michigan Fraternal Order of Police Labor Council. The LVPOA will supply the Employer with a list of local officers and any subsequent changes of officers during the life of the contract.

2.4 Gender Clause

In this Agreement, words in the masculine gender shall include masculine or feminine gender.

ARTICLE III MANAGEMENT RIGHTS

3.1

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, 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.

ARTICLE IV UNION SECURITY AND DUES CHECK-OFF

4.1

Employees who are members of the recognized bargaining unit, who are not members of the Union, may join the Union by initiating their Union application form and dues deduction authorization form.

4.2

City agrees to deduct from the wages of an employee, who is a member of the Union, all union membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the City provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the City Department and the Union.

4.3

Any person employed with the City and covered by this Agreement, who is not a member of the Association and who does not make application for membership within thirty (30) days, first becomes a member of the bargaining unit, whichever is later, shall, as a condition of employment, pay to the Union a service fee as a contribution towards the administration of this Agreement, in an amount equal to regular membership dues of the Union. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notice by the Police Department from the Union, unless otherwise notified by the Union in writing within said thirty (30) days and provided that the Union shall release the Department from fulfilling the obligation to discharge if during such 30-day period the employee pays the membership dues or service fee retroactive to the due date and confirms this intention to pay the required membership dues or service fee in accordance with this Agreement.

4.4

The City agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Union, all Union service fees uniformly required as provided in a written authorization in accordance with the standard form used by the City, provided that the said form shall be executed by the employee. The written authorization for Association service fee deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Police Department and to the Union.

4.5

All Union membership dues and service fees will be authorized, levied and certified in accordance with the by-laws of the Union. Each employee and the Union hereby authorizes the City to reply upon and to honor certification by the Director of Labor Services or his agent regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and service fees, which dues and service fees shall be sent via first class mail, without delay, to the Director of Labor Services, Michigan Fraternal Order of Police, 6735 Telegraph Rd. - Ste. 395, Birmingham, MI 48010.

4.6

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.

ARTICLE V GRIEVANCE PROCEDURE

5.1

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:

5.2

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.

5.3

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.

5.4 STEP 1

Any employee having a grievance shall first take up the matter with his immediate supervisor or report the same to the President of the local Association or the Labor Council Representative. The President or the Labor Council representative would then discuss the grievance with the grievant's immediate supervisor.

5.5 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 Labor Council. To be considered in the procedure, a grievance must be presented in Step 2 within fifteen (15) 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.

5.6 STEP 3

The written grievance shall be discussed between the Union representative and the Chief of Police. The Chief of Police shall give his 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) days, the grievance shall be deemed settled.

5.7 STEP 4

In the event the grievance is not settled in Step 3, the City Administrator and his 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 the City Council under Step 5.

5.8 STEP 5

If the Union is not satisfied with the results of Step 4, the Union may, within ten (10) days after the decision at Step 4, submit an appeal on the grievance, in writing, to the City Clerk for submission to and review by the City Council. If the appeal is not so submitted within ten (10) days after the close of the meeting in Step 4, it will be considered closed on the basis of the last disposition.

The City Council and the Union shall thereupon set a time and place for a prompt hearing on the grievance submitted and the Council shall transmit, within ten (10) days of any such hearing, its decision, in writing, to the Union for its acquiescence or rejection.

- 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. 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 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 decision no later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth his findings of facts, reasoning and conclusions on the issue submitted.
- C. The power of the arbitrator stems from this Agreement, and his 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 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 may have earned, or could with reasonable effort have earned, from any source during the period in question.

ARTICLE VI PROBATIONARY EMPLOYEES

6.1 Probationary Employees

Each person employed by the City will be a probationary employee for a period of six (6) months from the date of his employment. This probationary period is a working test period and is designed to acquaint

the new employees 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 VII EMERGENCY/FUNERAL LEAVE

7.1 Funeral Leave

- A. In case of death in his "immediately 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.

7.2 Emergency Leave

An officer will be permitted up to one (1) day off under the emergency leave provisions when his wife is having a baby.

7.3

All emergency leave and funeral leave days shall be charged to sick leave.

ARTICLE VIII MILITARY LEAVE

8.1

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 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.

8.2

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.

ARTICLE IX MILITARY LEAVE REINSTATEMENT

9.1

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

- a. The position still exists;
- b. He is still qualified for the same;
- c. His service with the armed forces has been honorable, and he can establish this fact to the satisfaction of the City Administrator;
- d. He submits to the City's required physical examination.

9.2

In the event the employee's former position is non-existent, or employee is no longer physically qualified for his 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.

ARTICLE X JURY DUTY

10.1

When on jury duty the employee will be granted his full pay. 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 XI SICK LEAVES - REGULAR FULL-TIME EMPLOYEES ONLY

11.1

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.

11.2

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 twenty (120) days is reached, and shall be kept to his credit for future sick leave, with pay.

11.3

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 cancelled, and not be paid, except in accordance with the provisions of Sections 11.12 and 11.13.

11.4

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

11.5

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

11.6

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 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.

11.7

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.

11.8

To receive sick leave an employee shall communicate with his Department Head immediately after the time set for beginning work. Failure to do so may be cause for denial of sick leave with pay.

11.9

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.

11.10

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

11.11

For those employees who shall have accumulated more than one hundred (100) days of sick leave by 6/30/81 and future years 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 quarter (1/4) of a day of pay for each excess accumulated day. Employee shall be allowed to accumulate a maximum of one hundred (100) sick days.

11.12

Effective 6/30/82, the City will "buy back" unused sick leave days accumulated from each employee who retires or dies at the rate of one quarter (1/4) day of pay for each of the first fifty (50) days accumulation, and at the rate of one half (1/2) day of pay for each of the second fifty (50) days accumulation. No payment shall be made to employees who leave the service of the City for any reason other than retirement or death.

11.13

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

11.14

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.

ARTICLE XII CATASTROPHIC DISABILITY BENEFIT LEAVE

12.1

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 XIII ANNUAL VACATION LEAVE

13.1

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 duties for rest and relaxation in order that he 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.

13.2

Each employee in the unit shall receive annual vacation leave pursuant to this Article. Each 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
6	13
7	14
8	15
9	16
10	17
11	18
12	19
13 or more	20

13.3

Temporary, part-time, seasonal and special employees are not eligible for annual vacation leave or pay.

13.4

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).

13.5

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.

13.6

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.

13.7

Leave schedules for employees in all departments shall be developed by the department heads. It shall be the policy of each department to schedule vacations over as wide a period as possible in order to maintain operations without having to hire additional help.

13.8

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.

13.9

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

13.10

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 is not paid. The vacation time disallowed under this Section is computed in the same ratio as earned vacation time is computed.

13.11

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 Personnel Manual.
- b. If an employee fails to give at least five (5) working days notice in advance of his resignation date.

13.12

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

13.13 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.

13.14 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.

ARTICLE XIV LEAVE WITHOUT PAY

14.1

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.

14.2

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

14.3

Requests for leaves shall be made well in advance.

14.4

Employee shall be reinstated to his 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 XV HOLIDAYS

15.1

Employees shall be scheduled to work normal rotations throughout each holiday below, but shall be entitled to twelve (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)
Presidents Birthday (3rd Monday in February)
Good Friday
Memorial Day (4th Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
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)

15.2

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

15.3

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

15.4

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

ARTICLE XVI EMPLOYEE'S BIRTHDAY/PERSONAL DAYS

16.1 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).

16.2 Personal Days

Each officer shall receive two (2) 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 XVII HEALTH CARE

17.1

The City shall pay the cost of Blue Cross/Blue Shield, including Master Medical Coverage -- either Option IV or Option II and the two (\$2.00) dollar Prescription Plan for the employee, the employee's spouse and unmarried dependent children under the age of twenty-one (21).

17.2

If the City elects to provide Option II, each year the Employer agrees to reimburse each employee eighty (80%) percent of his/her Blue Cross/Blue Shield allowable medical bills for all amounts between fifty (\$50) dollars and one hundred (\$100) dollars for an individual and all amounts between one hundred (\$100) dollars and two hundred (\$200) dollars for a family, to the end that the employee will receive the same benefits as if Option IV were in effect. Each employee will submit to the Employer a copy of his paid medical bills and the Employer will pay said amount within thirty (30) days.

17.3

The purpose of Section 17.2 is to give equal benefits to each employee as he would receive with Blue Cross/Blue Shield Master Medical Option II.

17.4

The City shall continue hospitalization coverage after retirement for patrolmen and sergeants only. Non-duplication of benefits clause is in Article XXXV.

17.5

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. The Union rejects the City's demand for 50/50 sharing of future cost increases for existing coverages, but will give the City a fair hearing if specific program changes are developed and proposed during the life of this Agreement.

ARTICLE XVIII DISABILITY INSURANCE

18.1

The City will provide long term disability benefits through National Plan Insurance Trust or substantially equivalent (or better) benefits to those provided in the prior Agreement from any other carrier.

ARTICLE XIX DENTAL/OPTICAL PLAN

19.1

The City will maintain a separate credit bank for dental/optical benefits for each regular full-time employee; each employee having a full year of service on July 1 shall have his credit bank funded each July 1 in accordance with "a." below.

- a. For 7/1/87 through 6/30/90, \$425.00 total billings allowance (employee 20% share: \$85.00; City 80% share: \$340.00) and unused portions shall be allowed to accumulate to a maximum of \$1,200.

19.2

Eligible employees may submit paid bills for bona fide dental/optical services rendered during that fiscal year to himself, spouse, or unmarried dependent children under the age of twenty-one (21) and be reimbursed by the City for eighty (80%) percent of the amount usually and customarily charged by such dentists, optometrists, ophthalmologists, or opticians for such dental/optical services, limited by the amount then in his credit bank, if and when such billings are not covered by other benefit plans financed by the City (i.e. Worker's Compensation, Blue Cross/Blue Shield, etc.).

19.3

All unused credits accumulated to the account of each employee under the Lathrup Village Dental/Optical Plans as of July 1, 1982 shall continue to be administered in accordance with the provisions of this plan.

ARTICLE XX LIFE INSURANCE

20.1

Each employee shall be provided with term insurance in the following amounts, fully paid by the Employer:

\$25,000 in Life Insurance and \$25,000 in Accidental Death and Dismemberment Coverage.

ARTICLE XXI COURT TIME

21.1

The City shall pay an officer for all court time in 46th District Court assigned outside of his regular shift or scheduled work period and in 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 is assigned to such court duty.

21.2

The City shall pay an officer for all court time in all other courts and other hearing agencies to which he is assigned by the Department outside of his 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 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 handling the case verifying the time the officer actually spent in court or in the hearing on the day in question.

21.3

In the event an 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 21.2.

21.4

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.

21.5

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.

ARTICLE XXII OVERTIME/SHIFT CHANGES

22.1

A diligent effort will be made by the Police Chief to schedule the Personnel Department to provide for as few quick shift periods (8 hours between shifts) as possible. The LVPD will be allowed one (1) quick shift occurrence per month without additional compensation to the officer involved. Beyond one (1) quick shift scheduling the officer so scheduled shall be granted four (4) hours of compensatory time off. Any officer shall not have two (2) quick shift change periods within the Department's allowance in two (2) consecutive months without additional time off of four (4) hours per shift for the second month's occurrence. The granting of this compensatory time off shall not result in the necessity of filling the extra time off hours with overtime shift coverage. The request for compensatory time off will be submitted as in Section 22.5 above and before the next month's schedule is prepared.

22.2

A special allowance of an additional four (4) hours pay or compensatory time off, as provided for in Section 22.5, shall be awarded the foregoing procedures to officers who worked the following shifts:

Christmas Eve #3	(4:00 p.m. to midnight on Dec. 24th)
Christmas Day #2	(8:00 a.m. to 4:00 p.m. on Dec. 25th)
New Year's Eve #3	(4:00 p.m. to midnight on Dec. 31st)
New Year's Day #1	(Midnight to 8:00 a.m. on Jan. 1st)

22.3

The City shall pay an 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.

22.4

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

22.5

Overtime pay may be taken as pay or in additional leave days at the discretion of each patrolman or sergeant. 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 forty (40) hours.

ARTICLE XXIII STAND-BY TIME

23.1

Any officer who is placed on stand-by while off duty shall be paid at the rate of one half (1/2) 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 (1/2) hour with a minimum of two (2) hours at straight time.

23.2

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 XXI relating to court appearance shall apply to the actual time spent in the court on the required appearance with the minimums established in Article XXI being applicable.

23.3

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

ARTICLE XXIV UNIFORM PROVISIONS

24.1

The City will continue to provide uniforms as is the current policy. In addition, up to \$40.00 will be allowed for work shoes as needed, to be used only on duty, under present uniform replacement procedures supervised by the Chief of Police.

24.2

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

24.3

An allocation of three (3) shirts and two (2) pairs of pants shall be allowed annually upon request of the officer.

ARTICLE XXV UNIFORM CLEANING ALLOWANCE

25.1

An annual cleaning allowance shall be established for and used by each 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 XXVI WAGES

26.1

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 completion of the periods of service listed:

26.2 Wage Scale

July 1, 1987 to June 30, 1988

<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 Years</u>	<u>3 Years</u>	<u>4 Years</u>
\$20,566	\$23,306	\$25,637	\$27,969	\$33,313
Sergeants: \$35,312				

July 1, 1988 to June 30, 1989

<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 Years</u>	<u>3 Years</u>	<u>4 Years</u>
\$21,080	\$23,889	\$26,278	\$28,668	\$34,146
Sergeants: \$36,195				

July 1, 1989 to June 30, 1990

<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 Years</u>	<u>3 Years</u>	<u>4 Years</u>
\$21,607	\$24,486	\$26,935	\$29,385	\$35,000
Sergeants: \$37,100				

26.3

To the extent the employees have been paid at lesser rates during the foregoing periods, the City will recompute the amounts of underpayment and pay same in a lump sum as an addition to current pay within a reasonable time after the execution of this Agreement.

ARTICLE XXVII LONGEVITY

27.1

The longevity benefit will be continued for all Officers in the employ of the City on 9/14/87 in accordance with the terms of the prior Agreement, but will not be afforded to any Officers hired on or after 9/14/87.

27.2

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 XXVIII RETIREMENT

28.1

Michigan Municipal Employees Retirement System benefits will be provided with voluntary retirement permitted at age fifty-five (55) after twenty-five (25) years of service without reduction of pension benefits. Effective 7/1/88, the plan benefit will be improved from Plan C-1 to Plan B-1, with the retirement at age 55 provision continued.

ARTICLE XXIX HEALTH AND SAFETY

29.1

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 XXX MISCELLANEOUS CONDITIONS OF EMPLOYMENT/POLICE EQUIPMENT

30.1

All new police cars will be ordered with air conditioning.

30.2

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

30.3

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.

30.4

Flashlight batteries (size "D" and "AA") will be supplied up to a department combined total of thirty (30) per month and up to a maximum of ten (10) per individual officer still within the thirty (30) allowance. A record of use will be kept and each officer will sign for his own battery replacements.

30.5 Promotion Policy

The City will follow the written procedure for promotion of patrolmen to sergeant which is the attached Appendix "D".

30.6

It is agreed that representatives of both parties will meet to discuss Quality of Work Life more than once a year.

30.7 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.

ARTICLE XXXI HOURS OF WORK

31.1

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.

ARTICLE XXXII SCHEDULING

32.1

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

32.2

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.

32.3

No changes will be made in the 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.

32.4

Effective with the first duty schedule issued after the signing of this Agreement, each employee shall be given the same amount of days off as there are Saturdays and Sundays in 2 - 28 day scheduling periods.

32.5

Effective with the first duty schedule issued after the signing of this Agreement, each employee shall average one (1) weekend off per 28 day scheduling period on a yearly basis.

32.6 Schedule Changes

Pursuant to the strong urging of the Union, it is agreed that a new scheduling system incorporating officers' shift preferences by seniority will be adopted on a trial basis for one year commencing 1/1/88. The details of the system will be finalized by a committee composed of 2 Union and 2 City representatives. The parties will both make good faith efforts to adopt and to "fine tune" the system in the hope that the change will ultimately be in the mutual best interest of both parties.

ARTICLE XXXIII MAINTENANCE OF CONDITIONS

33.1

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 XXXIV SEVERABILITY

34.1

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 XXXV NON-DUPLICATION OF BENEFITS CLAUSE

35.1

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, 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.

35.2

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. 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.

ARTICLE XXXVI DURATION AND TERMINATION

36.1

This Agreement constitutes the entire written Agreement between the parties and shall remain in full force from and after date hereof until June 30, 1990.

J.D.S.

36.2

Either party shall give written notice to the other party prior to June 30, 1990 of its desire to terminate or modify this Agreement.

36.3

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

36.4

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this _____ day of _____, 1987.

CITY OF LATHRUP VILLAGE:

MICHIGAN FRATERNAL ORDER OF POLICE
LABOR COUNCIL:

Margaret Dickerson
Mayor

Richard Ziegler

James Dziedzi

REQUIRED CHARTER APPROVALS:

Glenn D. Stone

James H. ...

APPENDIX "A"

CHECK-OFF AUTHORIZATION

Effective from the date of delivery, I voluntarily request and authorize the City of Lathrup Village to deduct from my earnings, to become due on the pay periods, in the amounts certified to you by the Michigan Fraternal Order of Police Labor Council as being the amount of dues coming due from me to the Union, and to pay over such sums by check payable to the Union. All sums so paid by you shall be deemed to have been received by me as part payment of wages due me.

This authorization and request shall remain in effect unless, and until, terminated by me by written notice to the City Treasurer within thirty (30) days prior to the expiration of the Collective Bargaining Agreement or by termination of my employment with the City. If I do not terminate this authorization as stated above, you are further authorized and requested to continue such deductions and payments in accordance with the provisions of any collective bargaining agreements as may hereafter be entered into between the City and the Union which are binding upon me.

(Print Employee's Name)

Signature

Received by me on _____

City Treasurer

APPENDIX "B"

AUTHORIZATION FOR PAYROLL DEDUCTION SERVICE CHARGE

By: _____
(PLEASE PRINT) Last Name First Name Middle Name

To: _____
 Employer and Union

Effective _____, I hereby request and authorize you to deduct from my earnings, once a month, a service charge, as provided in the existing Union-Management Agreement, which amount shall be certified by the Union as being the reasonable cost of negotiation and administration of the Agreement.

The amount deducted shall be paid to the Michigan Fraternal Order of Police Labor Council. This authorization shall remain in effect unless terminated by me by written notice to the Union and Employer within thirty (30) days immediately preceding the annual termination date of the existing Union-Management Agreement, or termination of my employment. If I do not terminate this authorization as stated above, it shall be automatically renewed for another year.

Employee's Signature

Street Address

City, State, Zip Code

APPENDIX "C"

REVOCATIONS

The following form may be used for both the Union member and the employee paying a service charge.

REVOCATION OF AUTHORIZATION FOR PAYROLL DEDUCTION

By: _____
(PLEASE PRINT) Last Name First Name Middle Name

To: _____
Employer and Union

Effective _____, I hereby revoke and terminate the Authorization for Payroll Deduction of Union dues and fees/service charge (cross out one), as per the existing Union-Management Agreement and the Authorization for Rayroll Deduction, which I filed with the Employer and the Union.

Date

Employee's Signature

Street Address

City, State and Zip Code

APPENDIX "D"

LATHRUP VILLAGE POLICE DEPARTMENT PROMOTION PROCEDURE

I PURPOSE

To establish a procedure for promotion of patrolmen to sergeant.

II MINIMUM ELIGIBILITY REQUIREMENTS FOR SERGEANT

All police officers with five years experience shall be eligible for promotion to sergeant.

III WRITTEN EXAMINATION

A written examination will be given to eligible officers by an outside agency. (Usually the Michigan Municipal League, Ann Arbor)

The Chief of Police will determine the time, date and location of the examination.

Notification of the exam date and time and location will be made not less than 30 days prior to the exam.

IV ORAL EXAMINATION

To be given by the same agency as written exam.

V SERVICE AND PERFORMANCE RATING

To be given by the Chief of Police

Seniority credit.

VI APPLICANTS MUST SCORE 70 OR MORE POINTS TO BE ELIGIBLE FOR CONSIDERATION FOR PROMOTION

The top three persons on the eligibility list will be considered for promotion.

TESTING POINTS

Written	30 points
Oral	25 points
Service Rating	40 points
Seniority	5 points

City of Lathrup Village

27400 SOUTHFIELD ROAD • LATHRUP VILLAGE, MICHIGAN 48076 557-2600



APPENDIX "E"

LETTER OF UNDERSTANDING

September 14, 1987

Lathrup Police Officers' Association
Lathrup Village, Michigan

Gentlemen:

This letter is to confirm my representations made to you in the course of negotiating the Collective Bargaining Agreement to cover the period July 1, 1987 to June 30, 1990.

I agree with you that the City could appropriately utilize the services of an additional sworn police officer. I intend to plan for the addition of an additional officer and include the cost when I prepare the City's budget for the fiscal year commencing 7/1/88 during the spring of that year.

Very truly yours,

A handwritten signature in cursive script that reads "Jerald D. Stone".

Jerald D. Stone

JDS/qh