



CITY COUNCIL

CITY OF LATHRUP VILLAGE

27400 Southfield Road, Lathrup Village, Michigan 48076
www.lathrupvillage.org | 248.557.2600

SPECIAL MEETING AGENDA

MONDAY, JANUARY 4, 2021
6:00 P.M.

ZOOM REMOTE MEETING INFORMATION

Online

<https://zoom.us/j/91706023719?pwd=QmpRVVB1ZzNLYWIEbDJmRENwTUVDdz09>

Telephone: 646 558 8656 or 301 715 8592

Webinar ID: 917 0602 3719

Password: 089203

Sign up for Public Comment at:

https://www.surveymonkey.com/r/LV_01_04_2021

In accordance with Emergency Orders issued by the Michigan Department of Health and Human Services, Oakland County, local officials, and State of Michigan legislation, which allows for electronic meetings of public bodies, notice is hereby given that the City of Lathrup's City Council will be meeting electronically using www.Zoom.US for videoconference and public access.

AGENDA ITEMS

1. **Call to Order** by Mayor Garrett
2. **Roll Call** *(in accordance with PA 254 of 2020, the member's should identify their physical location by stating the county, city, township, or village and state from which he or she is attending the meeting remotely.*
3. **Action Items:**
 - A. Approval - Notice of Intent Resolution Capital Improvement Bonds
 - B. Approval – Tentative Agreement – Police Officers Association of Michigan / Lathrup Village Police Officers Association (Patrol Unit) and Command Officers Association of Michigan / Lathrup Village Command Officers Association (Command Union)
4. **Mayor and Council Comments**
5. **Public Comments**
6. **Adjourn**

**NOTICE OF ELECTRONIC PUBLIC MEETING
CITY OF LATHRUP VILLAGE
CITY COUNCIL Meetings**

Monday, January 4, 2021 at 6:00pm – Special Meeting
Monday, January 25, 2021 at 6:00pm – Study Session
Monday, January 25, 2021 at 7:00pm – Council Meeting

In accordance with Emergency Orders issued by the Michigan Department of Health and Human Services, Oakland County, local officials, and State of Michigan legislation, which allows for electronic meetings of public bodies, notice is hereby given that the City of Lathrup’s City Council will be meeting electronically using www.Zoom.US for videoconference and public access.

The electronic public meeting will be held as a Zoom electronic webinar. The public can participate via the Zoom application, internet and/or telephone. The public will be able to listen to all discussion by City Council members and will be permitted to speak for up to 3 minutes during the public comment section of the agenda.

Please note that callers/viewers will automatically be muted. Public comments can be submitted via the Chat Room or during Public Comment, when viewers are unmuted on an individual basis. Comments may also be emailed in by 12noon of the date of the meeting to: cityclerk@lathrupvillage.org,

CITY OF LATHRUP VILLAGE
CLICK FOR ZOOM WEBINAR SIGN IN INFORMATION

JANUARY 4, 2021 AT 6PM – SPECIAL MEETING

Online:

<https://zoom.us/j/91706023719?pwd=QmpRVVB1ZzNLYWIEbDJmRENwTUVDdz09>

Telephone: 646 558 8656 or 301 715 8592

Webinar ID: 917 0602 3719

Password: 089203

[Sign up for Public Comment Link:](#)

JANUARY 25, 2021 AT 6PM – STUDY SESSION

Online:

<https://zoom.us/j/96868060696?pwd=U21wRWlpMDFxTXNnWEVpOVZsTXpkQT09>

Telephone: 646 558 8656 or 301 715 8592

Webinar ID: 968 6806 0696

Password: 280547

JANUARY 25, 2021 AT 7PM – COUNCIL MEETING

Online:

<https://zoom.us/j/98186782069?pwd=N0NUSjhkZUdxNm4xYm50QzBqYVdYdz09>

Telephone: 646 558 8656 or 301 715 8592

Webinar ID: 981 8678 2069

Password: 693938

ONLINE PARTICIPANTS can “raise their hand” to be recognized by the moderator. The moderator will announce when it is your turn to speak. Audio for participants will be unmuted on an individual basis. There is a 3-minute time limit.

NOTICE FOR TELEPHONE CALL IN ATTENDEES: In order to “raise your hand” press *9. In order to toggle between mute/unmute, press *6 on your telephone key pad



Dr. Sheryl L. Mitchell Theriot

City Administrator

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smitchell@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members
 FR: Sheryl Mitchell Theriot, City Administrator
 DA: January 4, 2021
 RE: **NOTICE OF INTENT RESOLUTION CAPITAL IMPROVEMENT BONDS**

The Infrastructure Study Group made a recommendation for a Capital Improvement Project that includes:

Estimated Project Costs	
Lead Testing	\$ 1,160,000
Water Meters	\$ 860,000
Sewer	\$ 480,000
Water Mains	\$ 1,360,000
Fire Hydrants	\$ 545,000
Gate Valves	\$ 960,000
Retention Tank	\$ 550,000
Lead Abatement, Ditching, Sidewalk & Other	\$ 1,200,000
Total:	\$ 7,115,000

The “other” category has been increased from the original recommendation to reflect additional contingency costs of \$200,000. The estimated bond financing cost is \$145,000. The project will be funded with \$1.88 million from the Water & Sewer Fund Balance reserved for capital projects. This leaves a fund balance of approximately \$1.9 million. The amount of the Capital Improvement Bond is \$5,380,000. This will be repaid of 20 years through special assessments and an increase in the monthly minimum water bill. At most this would be approximately \$10.42 per month. A number of factors will reduce this amount, including that the bonds can be issued in multiple series, because most the projects will not require full funding initially. The timing is to coincide with the May bond sale for the street improvements.

Once council approves, a Notice of Intent will be published in the Oakland Press. The bonds will be issued without a vote of the residents, unless there is a petition received to exercise their Right of Referendum. This would require the signatures of 10% of the 3,907 registered voters, within 45 days of the publication of the notice.

RECOMMENDED MOTION:

To approve the Notice of Intent Resolution for Capital Improvement Bonds in the amount of \$5,380,000, and authorize and direct the City Clerk to publish the Notice of Intent to Issue Bonds in the Oakland press, as described in the attached Resolution and Exhibit A.

**NOTICE OF INTENT RESOLUTION
CAPITAL IMPROVEMENT BONDS**

CITY OF LATHRUP VILLAGE
County of Oakland, State of Michigan

Minutes of a special meeting of the City Council of the City of Lathrup Village, County of Oakland, State of Michigan, held on the 4th day of January, 2021, at 6:00 o'clock p.m. prevailing Eastern Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member: _____ and supported by Member: _____:

WHEREAS, the City of Lathrup Village, County of Oakland, State of Michigan (the "City") intends to issue general obligation limited tax bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), in an aggregate principal amount of not to exceed Five Million Three Hundred Eighty Thousand Dollars (\$5,380,000) (the "Bonds"), in one or more series, for the purpose of paying all or part of the costs of acquiring, constructing, furnishing and equipping certain public infrastructure improvements in the City, consisting of: a) water supply system improvements, including replacement of water mains, water meters, gate valves, fire hydrants and lead service lines; b) sanitary sewer system improvements, including sanitary sewer retention tank improvements and replacement of force mains and lateral sewer lines; and c) sidewalk, ditch and drainage improvements, together with all related equipment, site improvements, appurtenances and attachments (together, the "Projects"); and

WHEREAS, a notice of intent to issue the Bonds must be published before the issuance of the Bonds in order to comply with the requirements of Section 517 of Act 34; and

WHEREAS, the City intends at this time to state its intentions to be reimbursed from proceeds of the Bonds for any expenditures undertaken by the City for the Projects prior to issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Clerk is authorized and directed to publish a notice of intent to issue bonds in the *Oakland Press*, a newspaper of general circulation in the City.
2. The notice of intent shall be published as a display advertisement not less than one-quarter (1/4) page in size in substantially the form attached to this resolution as Exhibit A.
3. The City Council does hereby determine that the foregoing form of Notice of Intent to Issue Bonds and the manner of publication directed is the method best calculated to give notice to the City's electors and taxpayers residing in the boundaries of the City of the City's intent to

issue the Bonds, the maximum amount of the Bonds, the purpose of the Bonds, the source of payment for the Bonds and the right of referendum relating thereto, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

4. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

- (a) The City reasonably expects to reimburse itself with proceeds of the Bonds for certain costs of the Projects which were paid or will be paid from water and sewer funds or general funds of the City subsequent to sixty (60) days prior to today.
- (b) The maximum principal amount of debt expected to be issued for the Projects, including issuance costs, is \$5,380,000.
- (c) A reimbursement allocation of the capital expenditures described above with the proceeds of the Bonds will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Projects are placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the Bonds to reimburse the City for a capital expenditure made pursuant to this resolution.

5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members: _____

NAYS: Members: _____

RESOLUTION DECLARED ADOPTED.

Yvette Talley
City Clerk

I hereby certify that the attached is a true and complete copy of a resolution adopted by the City Council of the City of Lathrup Village, County of Oakland, State of Michigan, at a special meeting held on the 4th day of January, 2021, and that public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976 and that minutes of the meeting were kept and will be or have been made available as required by the Open Meetings Act.

Yvette Talley
City Clerk

EXHIBIT A

NOTICE TO TAXPAYERS AND ELECTORS
OF THE CITY OF LATHRUP VILLAGE
OF INTENT TO ISSUE BONDS
AND THE RIGHT OF REFERENDUM RELATING THERETO

PLEASE TAKE NOTICE that the City of Lathrup Village, County of Oakland, State of Michigan (the "City"), intends to issue and sell its general obligation limited tax bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended, in an aggregate principal amount of not to exceed Five Million Three Hundred Eighty Thousand Dollars (\$5,380,000), in one or more series, for the purpose of paying all or part of the costs of acquiring, constructing, furnishing and equipping certain public infrastructure improvements in the City, consisting of: a) water supply system improvements, including replacement of water mains, water meters, gate valves, fire hydrants and lead service lines; b) sanitary sewer system improvements, including sanitary sewer retention tank improvements and replacement of force mains and lateral sewer lines; and c) sidewalk, ditch and drainage improvements, together with all related equipment, site improvements, appurtenances and attachments.

SOURCE OF PAYMENT OF BONDS

THE PRINCIPAL OF AND INTEREST ON SAID BONDS SHALL BE PAYABLE from the funds of the City lawfully available for such purposes including property taxes levied within applicable constitutional, statutory and charter tax rate limitations.

BOND DETAILS

SAID BONDS will be payable in annual installments not to exceed twenty (20) in number and will bear interest at the rate or rates to be determined at a public or private sale but in no event to exceed the maximum rate permitted by law on the balance of the bonds from time to time remaining unpaid.

RIGHT OF REFERENDUM

THE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE CITY IS FILED WITH THE CITY CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE CITY VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 517, Act 34, Public Acts of Michigan, 2001, as amended.

Yvette Talley
City Clerk

36970539.2/101346.00010

Current Assets

Sewer & Water Fund Balance	\$ 3,780,000
Balance available for Capital Projects	<u>\$ 1,880,000</u>
Remaining Sewer & Water Fund Balance	\$ 1,900,000

Annual Funds Raised by the Capital Component of Water Bill:

Expected cu ft to be sold	13,800,000
Capital H2O Rate Component per cu feet	<u>0.00925</u>
Dollars Raised:	\$ 127,650

Estimated Project Costs

Lead Testing	\$ 1,160,000
Water Meters	\$ 860,000
Sewer	\$ 480,000
Water Mains	\$ 1,360,000
Fire Hydrants	\$ 545,000
Gate Valves	\$ 960,000
Retention Tank	\$ 550,000
Lead Abatement, Ditching, Sidewalk & Other	<u>\$ 1,200,000</u>

Total: \$ 7,115,000

Plus Bond Financing Cost (approximate)	\$ 145,000
Less Available Sewer & H2O Funds	<u>\$ 1,880,000</u>

Amount Needed in Capital Improvement Bond \$ 5,380,000

Annual Cost for \$4.6M Capital Imp Bond (20 year)	\$ 349,700
Annual Capital Raised by H2O Bill	<u>\$ 127,650</u>
Shortfall	\$ 222,050

Rate increase needed to raise \$222,050 from the capital component of the water bill would be \$.0260622/cu ft applied to the first 400 cu ft (the monthly minimum bill) of all water bills. Applying to first 400 cu feet only makes this equitable across all customers.

$$400 \text{ cu ft} \times \$0.0260622/\text{cu ft} \times 12 \text{ months} \times 1775 \text{ hookups} = \$222,050$$

Actual customer increase per month	400 cu ft x \$.0260622/cu ft = \$10.42 per month	\$ 0.0260622
		\$ 10.42



Dr. Sheryl L. Mitchell Theriot

City Administrator

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smitchell@lathrupvillage.org

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COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FR: Sheryl Mitchell Theriot, City Administrator

DA: January 4, 2021

RE: **Approval – Tentative Agreement – Police Officers Association of Michigan / Lathrup Village Police Officers Association (Patrol Unit) and Command Officers Association of Michigan / Lathrup Village Command Officers Association (Command Union)**

The current Agreement between the POAM (patrol union) and COAM (command union) and the City of Lathrup Village was for the period of January 1, 2017 through December 31, 2020. Negotiations have produced the attached Tentative Agreement, that has been ratified by the union members.

Highlights:

- 4-year contract (Jan. 1, 2021 – Dec. 31, 2024)
- Wages – 2% increase each year
- Field Training Officer – change from 1.0 to 1.5 hour – at straight time
- Leave Schedule – approved on a 1st come basis and only 1 patrol or command officer per shift be on vacation on a given shift
- Work schedules approved 45 days in advance (was 90 days)
- Promotions/testing – City administrator to appoint a non-LVPD employee to proctor the exam (instead of hiring an outside agency)
- Command Layoffs – can bump a full-time police officer who has less departmental seniority and was hired after 12/31/2020.
- General clean-up of language

Once the Tentative Agreements are approved by all parties, they will be incorporated into the new 4-year agreement.

RECOMMENDED MOTION:

To approve the Tentative Agreement – Police Officers Association of Michigan / Lathrup Village Police Officers Association (Patrol Unit) and Command Officers Association of Michigan / Lathrup Village Command Officers Association (Command Union).

And, authorize the City Administrator, Chief of Police, and City Treasurer to sign on behalf of the City of Lathrup Village.

TENTATIVE AGREEMENT

The City of Lathrup Village (“City”) and the Police Officers Association of Michigan and the Lathrup Village Police Officers Association (collectively, “the Patrol Union”), subject to ratification by the City Council and the Patrol Union membership, agree as follows. For administrative convenience, the Command Officers Association of Michigan and the Lathrup Village Command Officers Association (collectively, “Command Union”) and the City, subject to ratification by the City Council, also agree as follows:

Unless modified by this Tentative Agreement, the terms of the City-Patrol Union and City-Command Union January 1, 2017 – December 31, 2020 collective bargaining agreements shall remain unchanged. In the event of a conflict between the 2017 -2020 collective bargaining agreements and this Tentative Agreement, this Tentative Agreement shall control. New language is shown by underlining; deleted language is shown by strike-throughs. Unless indicated otherwise, the provisions of this Tentative Agreement apply to both the Patrol Union and Command Union.

1. Duration: (Agreed) – 1/1/21 to 12/31/24
2. Wages: 1/1/21: 2.0%
1/1/22: 2.0%
1/1/23: 2.0%
1/1/24: 2.0%
3. FTO: change from 1 hour to 1 ½ hour (at straight time) while on FTO, effective 1/1/21. FTO’s are required to remain on-duty to finish their daily observation reports, unless excused at the end of their regular shift by the Chief or his/her designee.
4. Rank differential (Command Union only): increase differential for Sergeants from 11% to 12% over patrol, effective 1/1/2021, subject to Memorandum of Agreement regarding one specific promotion.
5. Health insurance: the City or the Union may reopen health insurance on an annual basis, effective 1/1/2021, if the premium increase is at least ten percent (10%) over the prior year’s premium.
6. Call-in for absence: Amend Article 12, Section 8 as follows (Patrol):

To receive sick leave an employee shall communicate with ~~his/her Department Head~~ the Police Chief or his/her designee ~~immediately after the time set for beginning work~~ 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.

[Note: This is the same as Command, Article 11, Section 8.]

7. Flashlights: Amend Article 31, Section 4 as follows (Patrol):

Either rechargeable or disposable flashlight batteries (size “D” or “A”), 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.

Amend Article 30, Section 4 as follows (Command):

Either rechargeable or disposable flashlight batteries (size “D” or “AA”), at the City’s discretion, 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/her own battery replacements.

8. Part-time Officers’ Schedule (Patrol only):

Amend Article 32, Section 3 as follows (Patrol):

Part-time Patrol Officers shall not be scheduled to work more than three (3) shifts per week. 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.

9. Leave Schedules: Amend Article 14, Section 7 as follows (Patrol):

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.

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.

Amend Article 32, Section 2 as follows (Command):

All work schedules will be posted at least ~~ninety (90)~~ forty-five (45) days in advance of the first day of the month that the schedule is for.

[Note: Article 33, Section 2 of patrol is 45 days posting for full-time employees].

Delete Sections 3 and 12 in Article 13 since the command bargaining unit does not have “temporary”, “part-time”, “seasonal” or “special” employees.

Amend Article 13, Section 7 as follows:

~~Leave schedules for employees in the Police Department shall be developed by the Police Chief or his designee ninety (90) calendar days in advance. The Police Department shall schedule vacations over as wide a period as possible in order to maintain operations.~~

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.

10. Promotions (eligibility) (patrol only): Amend Article 38, Section 2 as follows (Patrol):

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.

11. Promotions/testing procedure: Amend Article 38, Section 3 as follows (Patrol):

A written examination ~~and psychological profile~~ 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.

Amend Article 38, Section 3 as follows (Command):

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.

12. Layoffs: Amend Article 37, Section 1 (Command) as follows:

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

A Command Officer who is laid off shall have the right of recall for three (3) years after the effective date of his/her layoff or the length of his/her department seniority, whichever is less. For purposes of

this Article, a “layoff” shall include a job elimination of a bargaining unit member for reasons of efficiency or economic purposes or reduction in hours of a full-time employee to less than forty (40) hours per week. In the event that a full-time employee is “laid off”, he/she may elect to ~~work as a full-time or a part-time Police Officer if there are any part-time Police Officer (if such a position is available) or be unemployed~~ bump a full-time Police Officer hired after December 31, 2020 who has less departmental seniority. If the Command Officer exercises this right to bump, he/she shall retain the right of recall described in this paragraph.

~~The Union recognizes that the laid off Command Officer may not bump a full-time or part-time (non-command) Patrol Officer who has seniority and may not work as a part-time Patrol Officer if there any any part-time Patrol Officers with seniority who want to work.~~

[Note: this proposal is contingent upon receiving agreement with the patrol bargaining unit on the companion proposal].

Amend Article 7, by adding the following as Section 7 (Patrol):

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 had 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, 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.

13. Amend Article 4 as follows (Patrol and Command):

Section 1. Employees who are members of the recognized bargaining unit, ~~who are not members of the Union,~~ may voluntarily join the Union by initiating their Union application form and dues deduction authorization form.

Section 2. The 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 Union ~~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 and the Union. Upon receipt of the written revocation notice, the City shall stop making the deductions from the employee's wages as soon as administratively feasible.

Within thirty (30) calendar days of the City hiring a new full-time or part-time police officer, the City shall give written notice to the Union staff representative of such hire.

~~Section 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, or 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 or in an amount allowed by law, whichever is less. 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 the Police Department is otherwise notified by the Union in writing within the said thirty (30) days; provided that the Union shall release the period the employee pays the membership dues or service fee retroactive to the due date and confirms his intention to pay the required membership dues or service fee in accordance with this Agreement.

~~Section 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 the 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.

Section 5. [PATROL] 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 authorize the City to reply upon and to honor certification by the Union's Treasurer 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 given to the LVPOA Treasurer.

[COMMAND] 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/her 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 Command Officers Association of Michigan, 27056 Joy Road, Redford, Michigan 48239.

Section 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.

Section 7. The City will not interfere with, discourage, restrain, coerce or discriminate against employees because of their membership or non-membership in the Union. They shall have the right to join or not join the Union, to express or communicate any view, grievance, complaint or opinion related to wages, hours 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.

Delete Appendices A, B and D in their entirety from the collective bargaining agreements (Patrol and Command) [Note: the only differences in these three Appendices are the reference to "Police Officers Association" or "Command Officers Association" and the second paragraph in Appendix A for Command].

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 Lathrup Village Police Officers Association 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.~~

~~[COMMAND ONLY] 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: _____
_____ and _____
Employer 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 Police Officers Association of Michigan. 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.

Dated: _____
_____ Employee's Signature

Street Address City, State, Zip Code

APPENDIX "D"

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 Payroll Deduction, which I filed with the Employer and the Union.

Date Employees Signature

Street Address

City, State and Zip Code

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

CITY OF LATHRUP VILLAGE

Staff Representative

City Administrator

LATHRUP VILLAGE POLICE OFFICERS
ASSOCIATION

Bargaining Committee

Chief of Police

Bargaining Committee

City Treasurer

Bargaining Committee

LATHRUP VILLAGE COMMAND OFFICERS
ASSOCIATION

Bargaining Committee

Lathrup Village/patrol 2020/negotiations/tentative agreement