

AGREEMENT  
BETWEEN  
CITY OF SOUTH LYON  
AND  
THE POLICE OFFICER'S LABOR COUNCIL  
SOUTH LYON COMMAND BARGAINING UNIT  
JULY 1, 2020THRU JUNE 30, 2024

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## **AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_ 2020, between the CITY OF SOUTH LYON, a Michigan Municipal Corporation, hereinafter referred to as the "EMPLOYER", and POLICE OFFICERS LABOR COUNCIL, hereinafter referred to as the "UNION", and expresses all mutually agreed covenants between the parties heretofore.

## **PREAMBLE**

THIS AGREEMENT, entered into by the City of South Lyon, and Police Officers Labor Council, has as its purpose harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

The parties ascribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin, political, or union affiliation.

It is the general purpose of this Agreement to promote the mutual interest of the City and its employees and to provide for the operation of the services provided by the City under methods which would further, to the fullest extent possible, the safety of employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property, and avoidance of interruptions to service. The parties to this Agreement will cooperate fully to secure the advancement and achievement of those purposes.

## **ARTICLE 1 - RECOGNITION, EMPLOYEES COVERED**

Section 1. Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment during the term of this Agreement for those employees of the Employer in the bargaining unit, consisting of:

All regular, full-time police officers of the Police Department of City of South Lyon, above the rank of Patrolman excluding the Chief of Police and all other employees.

## **ARTICLE 2 - EMPLOYEE, UNION AND CITY RIGHTS**

Section 1. The Union as the sole and exclusive bargaining representative of the employees, shall have the rights granted to them by Act No. 379 of the Michigan Public Acts of 1965, as amended from time to time, and by other applicable Michigan statutes now or hereafter enacted, except as expressly limited by the terms of this Agreement.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

Section 1. The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred

upon and vested in it by the City Charter, the Laws and the Constitution of the State of Michigan and the United States of America.

Further, all rights ordinarily vested in and exercised by the City, except as specifically abridged by this Agreement, are reserved to and remain vested in the City including, but not limited to, the right:

- A. To manage its affairs efficiently and economically, including the determination of quality and quantity of services to be rendered, the control of materials, tools, and equipment to be used, and discontinuance of any services, equipment, or methods of operation;
- B. To determine the number, location, and type of facilities and installations;
- C. To determine the size of the work force and to increase or decrease its size;
- D. To hire, assign, and layoff employees, to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in work week or work day;
- E. To permit municipal employees not included in a bargaining unit to perform bargaining unit work when, in the opinion of management, this is necessary for the conduct of municipal services so long as unit employees are not displaced;
- F. To direct the work force, assign work and determine the number of employees assigned to operations;
- G. To establish, change, combine, or discontinue job classifications, and prescribe and assign job duties, content, and classification, and to establish wage rates for any new or changed classification;
- H. To determine lunch, rest periods, and cleanup times, the starting and quitting time, and the number of hours to be worked;
- I. To establish work schedules;
- J. To adopt, revise, and enforce reasonable rules and regulations, and carry out cost and general improvement programs;
- K. To transfer, promote, and demote employees from one classification, department, division or shift to another;
- L. To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.

#### **ARTICLE 4 - SUPERVISORS**

Section 1. It is understood and agreed that Supervisory personnel are specifically permitted to perform work otherwise performed by members of the bargaining unit, including overtime work.

## **ARTICLE 5 - SUBCONTRACTING**

Section 1. For purposes of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed by any classification or division of the bargaining unit will be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, firm, corporation if it would cause the layoff of its present employees in the bargaining unit, excluding seasonal or temporary employees.

## **ARTICLE 6 - EXTRA CONTRACT AGREEMENTS**

Section 1. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement or any agreement or contract with said employees, individually or collectively, which in any way affects wages, hours, or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject of collective bargaining.

## **ARTICLE 7 - RECOGNITION, UNION SECURITY & DUES**

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement. For present regular members of the bargaining unit, payment of dues shall commence thirty-one (31) days following the effective date of this Agreement. For new members of the bargaining unit, the payment of dues shall start thirty-one (31) days following the date of employment.

Section 2. Union Membership - Agency Shop. All employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and regular and usual dues.

## **ARTICLE 8 - CHECK OFF, DUES & INITIATION FEES**

Section 1. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of all members of the bargaining unit all dues and/or initiation fees (as required) of the Police Officers Labor Council, provided, however, that the Union presents to the Employer authorization signed by such member allowing such deductions and payments to the local union. This may be done through the Steward of the Union.

Section 2. The amount of initiation fee (if required) and dues will be certified to the Employer by the Secretary-Treasurer of the Union. Dues deducted shall commence on the second pay period of the month and will be deducted monthly thereafter on the second pay period of the month. Deduction of initiation fees (if required) will be made in two equal amounts from wages payable the following two pay periods from the effective date of authorization. Dues deducted from any calendar month by the Employer will be remitted to the designated finance officer of the Union as soon as possible after the payroll deductions have been made. The Employer shall furnish the union finance officer an up-to-date list of those employees who have signed check-off authorizations and whose dues have been deducted from their paychecks. Where an employee, who is on check-off, is

not on the payroll during the week, which deduction is to be made or who has no earnings, or insufficient earnings during the week or is on a leave of absence, double deductions will be made in the following months.

Section 3. Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the union in the same manner as prescribed above for and deduction and transmission of Union dues.

Section 4. Hold Harmless. The Union will indemnify and save the Employer harmless from any lawsuits, or judgments arising from the collection of dues and initiation fees as specified in this Agreement.

## **ARTICLE 9 - STEWARDS & ALTERNATE STEWARDS**

Section 1. Employees covered by this Agreement shall be represented by one Steward who shall be a regular employee of the bargaining unit.

Section 2. The Steward, during his work hours, without loss of time or pay in accordance with the terms of this Article, may investigate and present grievances to the Employer upon having received permission from his supervisor to do so. The supervisor shall grant permission within reasonable time for such steward to leave his work for these purposes, subject to necessary emergency exceptions. The privilege of such steward leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. Abuse of this privilege by any steward will subject such employee to disciplinary action. The Steward and/or alternate will be required to record or otherwise account for time spent in processing grievances.

Section 3. The Union shall furnish the Employer with the names of its authorized representative who are employed within the unit, including any changes when they occur.

## **ARTICLE 10 - SPECIAL CONFERENCES**

Section 1. Special conferences for important matters may be arranged between the Union and the Employer or its designated representative. Special conferences may be called upon the request of either party.

Section 2. Such special conferences shall be between at least two representatives of the Union and at least two representatives of the Employer. Arrangement for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented when the conference is requested. Matters taken up in a special conference shall be confined to those included in the agenda. Conferences may be held at any time mutually agreed to by the parties. Members of the union shall not lose pay for time lost in such special conferences. Special conferences may be attended by a representative of the local union.

Section 3. Every attempt will be made to schedule special conferences within ten (10) days after the request is made.

## ARTICLE 11 - GRIEVANCE PROCEDURE

Section 1. It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 2. If the Employer fails to answer any grievance as designated below within the time allotted, the grievance may be advanced to the next step within the time period so stated.

Section 3. Should any grievance, dispute or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle same promptly through the following steps.

STEP 1. An employee who feels he has been aggrieved or dealt with unfairly concerning the application of the contract shall discuss his complaint with his immediate supervisor within five (5) days of the occurrence, with or without the presence of his steward. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a settlement at this point. The supervisor shall make all arrangements for the employee to be off his job for a reasonable period of time up to fifteen minutes in order to discuss the complaint with his steward.

STEP 2. If the matter isn't satisfactorily settled by such a discussion, the aggrieved employee shall report such grievance to his steward as soon as possible, but in any case within five (5) working days of the event giving rise to the grievance. Such report shall be in writing and shall set forth the nature of the grievance, the date of the matter complained of, the names of the employee or employees involved, and the circumstances surrounding the grievance. The steward shall file such grievance with the Chief of Police within five (5) working days of the occurrence. If the grievance is not settled between the steward and the Chief of Police, a meeting shall be held with the Chief, the steward receiving the original grievance, and the aggrieved member within three (3) working days of the filing of the grievance, and a written decision shall be rendered by the Chief within five (5) working days of the meeting.

STEP 3. If the grievance is not satisfactorily settled after the meeting with the Chief of Police the employee or the union shall submit the grievance and the Chief's response to the City Manager within five (5) days from the date of the Chief's response. The representative of the union shall meet with the City Manager or his designated representative within eight (8) working days of the presentation of the appeal. The City Manager's answer shall be filed within five (5) working days after the meeting.

STEP 4. If the answer of the City Manager is unsatisfactory to the Union and the employee, the grievance may be appealed to mediation by the union notifying the Employer within seven (7) working days of its intent to make application with the Michigan Employment Relations Commission for the appointment of a mediator. A hearing will be scheduled at the earliest



convenience for the purpose of attempting to mediate the issue(s) in dispute. The mediation step of this procedure will not be binding upon the parties.

STEP 5. If the grievance has not been settled in the last step, the parties or either party may submit such grievance to arbitration, provided such submission is made within thirty (30) calendar days after receipt of the last step answer. All matters submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service in accordance with its voluntary rules and regulations, then obtaining, within the time specified above and such rules shall govern the arbitration hearing. The Arbitrator's decision shall be binding on both parties and the cost of any arbitration proceeding under this provision shall be borne equally between the parties, except each party shall pay the expenses of its own witnesses. In cases involving suspension or discharge, the grievance procedure shall start with STEP 3 of the grievance procedure.

Section 4. Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than *five* (5) working days after the occurrence complained of. However, the parties may mutually agree in writing to extend time limits.

Section 5. If at any step of the grievance procedure the Union is given a response by the Employer and fails to take the grievance to the next step, the grievance shall be deemed settled by the Employer's last answer.

## **ARTICLE 12 - DISCHARGE OR SUSPENSION**

Section 1. The Employer shall not discharge or suspend any employee without just cause. The Employer and the union mutually agree to employ the doctrine of progressive discipline. With respect to minor infractions, the employee shall first receive an oral and written warning notice before more *severe* discipline is issued. A warning notice, whether oral or written, need not be issued for major infractions. The employee may at his discretion, request the intervention of the Union. The employee shall receive two (2) copies of the reprimand and, at his discretion, shall provide one (1) to the union steward.

Section 2. In the event that a discharged or suspended employee feels that he has been unjustly dealt with, said employee shall have the right to file a complaint, which must be in writing, with the Employer within *five* (5) calendar days from the date of his discharge or suspension. Said complaint will be treated as a grievance, subject to the grievance procedure herein provided. If no complaint is filed within the time specified, then said discharge shall be deemed to be final.

Section 3. The Employer may establish and enforce reasonable rules in connection with its departmental operations and the maintenance of discipline provided such rules are not inconsistent with the provisions of this Agreement and provided that the steward has been given a copy of the new rule prior to implementation. In cases of emergency, this section does not apply.

Section 4. Records of suspensions will not remain in a member's personnel file for longer than two (2) years from the date such record and suspension was given the employee. Such records will be turned over to the affected employee.

Records of written reprimand will not remain in a member's personnel file for longer than one (1) year from the date such record and written reprimand was given to the employee. Such records will be turned over to the affected employee.

Section 5. Conviction of any felony offense is agreed by both parties to be reasonable cause for the employer to exercise the right to discharge an employee without the use of the progressive discipline policy and such discharge is not subject to invocation of Article 11 Grievance procedure.

### **ARTICLE 13 - SENIORITY**

Section 1. The Union shall represent all permanent employees and employees on probation for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment set forth in this Agreement. Seniority shall be on a departmental basis in accordance with the employee's last date of hire.

Section 2. All employees promoted from within the Department shall serve a 90-day probationary period from the date of promotion.

Any employee hired from outside the Department in accordance with the provisions of Article 15, Section 1, subsection H., shall serve a one-year probationary period from the date of hire.

Section 3. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and such other benefits as provided for in this Agreement, except discharge or suspension. Said employees are not covered by the grievance procedure established in this Agreement. Such discharge or suspension shall not be for union activity.

Section 4. Seniority shall not be affected by race, color, creed, age, sex, marital status or dependents of the employee.

The seniority list as of the date of this Agreement will show dates, names and job titles of all employees of the unit entitled to seniority.

The Employer will keep a seniority list up-to-date and available at all times and will provide the local union with up-to-date copies at least every six (6) months.

Section 5. An employee shall lose his seniority for any one or more of the following reasons only:

- A. He quits or retires;
- B. He is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
- C. He is absent for two (2) consecutive days without notifying the Employer. In proper cases, exceptions shall be made upon the employee producing convincing proofs of his inability to give such notice;

- D. Return from sick leave and leaves of absence will be treated as in C. above; If an employee is laid off during the term of this Agreement for a continuous period equivalent to his seniority, but not to exceed two (2) years.

Section 6. Notwithstanding his position on the seniority list, the Chief Steward shall, in the event of a layoff, be continued to work as long as there is a job in the classification which he can perform and shall be recalled to work in the event of a layoff on the first open job in the classification which he can perform.

#### **ARTICLE 14 - LAYOFF & RECALL**

Section 1. The word layoff means a reduction in the working force due to a decrease of work or limitation of funds.

Section 2. When there is a decrease in the work force, the following procedure shall be followed:

Seasonal, part-time or probationary employees will be laid off on a departmental or divisional basis, provided employees with seniority can perform the available work.

Section 3. In the event of a layoff of a full-time officer, said officer will have the option of employment as a part-time officer and shall be permitted to work in that capacity first.

Section 4. Seniority employees will be laid off according to seniority on a departmental basis providing the employees with the greatest seniority are able to perform the available work.

Section 5. Employees to be laid off for an indefinite period of time will have at least fifteen (15) calendar days notice of lay-off. The steward may obtain a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

- A. When the work force is to be increased after a layoff, employees will be recalled according to seniority in reverse order to layoff, provided the employee with the greatest seniority is able to perform the available work. If the position still exists, an employee shall be returned to his prior classification. If not existing, he shall be returned to his prior classification when such position is opened.
- B. Notice of recall may be by telephone, confirmed by certified mail to the employee's last known address.
- C. Employees will be granted up to fifteen (15) calendar days to return to work upon request.

#### **ARTICLE 15 - PROMOTIONS & SHIFT PREFERENCE**

Section 1. Promotions and/or permanent job vacancies shall be filled in accordance with the following:

- A. Promotions and/or permanent job vacancies will be awarded on a competitive basis.

- B. All such vacancies will be posted in the work area of the unit for a period of at least five (5) working days.
- C. Notices of vacancies shall indicate job duties and rates of pay.
- D. Employees wishing to be considered for the vacancy shall submit in writing to the Employer his desires within the posted period.
- E. Employees shall be given a written test and an oral board examination to determine the most qualified candidate.
- F. Qualifications to be evaluated by the testing procedure shall be:
  - 1. Performance ratings;
  - 2. Educational background;
  - 3. Personal qualifications;
  - 4. Ability;
  - 5. Seniority.
- G. All criteria being equal, seniority shall prevail as the determining factor.
- H. If no employee has indicated an interest or the Employer determines that no employee has the appropriate qualifications, the vacancy may be filled by outside hiring. The decision of the Employer shall not be arbitrary or capricious.
- I. An eligibility list as herein established shall remain current for a period of twenty-four (24) months. Further promotions to similar positions shall be made from the eligibility list so long as the list is current.
- J. The candidate having the highest cumulative score shall be awarded the promotion and/or job vacancy.
- K. The eligibility list as herein established shall remain current for a period of twenty-four (24) months.
- L. Further promotions to similar positions shall be made from the eligibility list so long as the list is current.

Section 2. An employee who is promoted from within the Department shall be so promoted on a ninety (90) day probationary basis. If the Employer determines that the job is not being satisfactorily performed, the employee shall be returned to his former position and former rate of pay without loss of seniority.

Section 3. Seniority employees may be considered for shift preferences upon making written application to change shifts after having worked in an assigned shift for at least three (3) months or by mutual agreement between employee and Employer.

Section 4. Seniority shall be recognized as a primary basis of shift preference and job assignments, provided that such recognition will not be detrimental to the operation of the department. The Chief

will consider such requests and shall grant those changes that in his view will not be detrimental to the operation of the department. The Employer's decision will not be arbitrary or capricious.

Section 5. Shift preference will be made available in the sole discretion of the Employer and nothing herein shall be construed as making mandatory availability of shift preference.

## **ARTICLE 16 - STRIKES & LOCKOUTS**

Section 1. The City will not lockout employees during the term of this Agreement.

Section 2. Parties to this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety, and welfare. Under no circumstances will the Union cause or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, or slow-down in any department of the City or any other curtailments of work, restriction of production or interference with the operation of the City.

Section 3 In the event of a work stoppage or any curtailment of service, the City shall not be required to negotiate on the merits of the dispute which gave rise the stoppage or any other curtailments of service until all such illegal activities have ceased.

Section 4. In the event of a work stoppage or any other curtailment of service by the union or the employees covered hereunder during the term of this Agreement, the Union, by its officers, stewards, or agents, shall immediately declare such work stoppage or other curtailment of assigned duties to be illegal and unauthorized in writing to the employees, and shall order said employees, in writing, to stop the said conduct and resume full service. Copies of such written notice shall be served on the City. The Union agrees further to cooperate with the City to remedy such situation by immediately giving written notice to the City and the employees involved, declaring said conduct to be unlawful and a violation of the Agreement and directing the employees to return to work.

The City shall have the sole and unlimited right to discipline, including summary discharge, any employee who instigates, participates in, or gives leadership to any activity herein prohibited, when employees are on a regular scheduled duty shift.

## **ARTICLE 17 - LEAVE OF ABSENCE**

Section 1. A leave of absence is a written authorized absence from work for not more than thirty (30) calendar days at a time without pay. A leave shall be granted, denied, or extended in the exclusive discretion of the Employer, upon written request for such leave upon application. Only a permanent full-time employee, who has completed his probationary period, shall be granted a leave of absence. The Employer's decision shall not be arbitrary or capricious.

- A. In no event shall the duration of any leave of absence exceed three (3) calendar months.
- B. All leave requests shall state the exact date on which leave begins and the exact date on which the employee is to return to work.

- C. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated from his job.
- D. Failure to return to work on the exact date scheduled shall be cause for termination in the sole discretion of the Employer.
- E. Employees shall not accept employment elsewhere while on leave of absence unless agreed to by the Employer. Acceptance of employment or working for another employer while on a leave of absence shall result in immediate and complete loss of employment with the Employer.
- F. No employee shall return to work prior to the expiration of his leave unless otherwise agreed to by the Employer.
- G. Any employee on an unpaid leave of absence who does not return to work within three (3) calendar months of leaving or a period equal to the length of employment, whichever is shorter, shall cease to be an employee and his seniority shall automatically be terminated.
- H. Time absent on leave shall not be counted as time at work for any purpose except as hereinafter provided.

Section 2. Upon return of an employee from leave of absence, he shall be returned to his former classification and rate of pay.

Section 3. The seniority time of an employee will accumulate while the employee is on his approved leave of absence.

Section 4. Leaves provided for in this Agreement may be temporarily suspended during any period of emergency declared by the City after notification to the employee by certified mail.

Section 5. Military Leave.

- A. Employees who are called for a physical for the Armed Service shall be entitled to one (1) day's leave with pay for the day of the physical.
- B. An employee on the seniority list inducted into the Armed Forces of the United States within the meaning of the Selective Service Act of 1967, herein called the Act, or similar Federal Law in the time of National Emergency, who within the meaning of the Act, satisfactorily completes his period of service, shall, upon termination of such service and consistent with such Act, be re-employed in line with his seniority at the then current rate of such work, provided he has not been dishonorably discharged from such service, is physically and mentally able in the opinion of the Employer's doctor to perform the work in the classification from which inducted, and who reports for work within ninety (90) calendar days of the date he is discharged or otherwise separated from such service in the Armed Forces of the United States; provide further, that it is not the intent of the parties to require that the Employer provide any right to assume the duties or obligations, monetary or otherwise, other than those rights, duties and obligations

specifically set forth in applicable Federal Law.

- C. The City will pay an employee who is in the Military Reserves or National Guard the difference between his military pay and his regular pay for a maximum of two weeks per year providing the employee's commanding officer submits a voucher or evidence of the military pay.

Section 6. Any employee who is called to and reports for jury duty shall be paid by the Employer for each day partially or wholly spent in performing jury duty if the employee otherwise would have been scheduled to work for the Employer and does not work, an amount equal to the difference between:

- A. The Employee's regular straight time rate exclusive of any and all premium for the number of hours up to eight (8) that he otherwise would have been scheduled to work.
- B. The daily jury fee paid by the court (not including travel allowance or reimbursement of expenses). In order to receive payment under this section, an employee must give the Employer prior notice that he has been summoned for Jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

Section 7. Union Business Leave. Subject to approval of the Employer, members of the bargaining unit selected to attend union conferences or conventions will be allowed up to seven (7) calendar days with prior written notice to the Employer with a statement of the reasons for the leave requested included, to participate, without pay by the Employer, provided, however, no more than one such bargaining unit member shall be so engaged at any one time and for no longer than seven (7) calendar days, provided further, that the Employer shall not be obligated to honor more than one such request in any one calendar year.

Section 8. An unpaid leave of absence may be granted subject to the conditions herein set forth in this Article for educational purposes, provided that the course of study is such as to assist the employee in developing additional skills, which can be used in the course of his employment with the Employer.

Section 9. Employees covered by this Agreement who have been elected by the bargaining unit to participate in negotiations with the Employer may be allowed time off with pay to participate in such negotiations when held during regular working hours, provided that the officer attending negotiating meeting is not on overtime, and provided further that at least one other officer is on patrol at the regular straight time hourly rate of pay.

## **ARTICLE 18 PERSONAL LEAVE TIME**

Section 1. Regular full-time employees will be granted eighty (80) hours of leave on July 1st of each contract year with pay for "personal leave time". An employee excused from work under this section shall receive the amount of wages exclusive of any and all premium that he would have earned by working straight time hours on such scheduled days of work for which he is excused. 100% of unused personal time may be converted to compensatory time. Forty hours of personal time may be converted to pay once every calendar year. The pay will not factor into the employee's Final Average Compensation (FAC).

## **ARTICLE 19 - BEREAVEMENT LEAVE**

1. Section 1. When a death occurs in an employee's immediate family, (spouse, parent, parent of current spouse, child, brother, sister, grandparents, grandparents of spouse, brother-in-law, sister-in-law.), the employee upon request will be excused for any of the three working shifts immediately following the date of the death, provided he attended the funeral. Employees may be required to submit proof of attendance at the funeral.

Section 2. An employee excused from work under this section shall, after completing required forms, receive the amount of wages, exclusive of any and all premiums, that he would have earned by working during straight time hours on such scheduled days of work for which he was excused. Time thus paid will not be counted as hours worked for purposes of overtime.

## **ARTICLE 20 - HOURS OF WORK; OVERTIME**

Section 1. The work day shall consist of eight (8) hours per day inclusive of a one-half (1/2) hour lunch period. The work week will begin at 12:01 a.m. Wednesday and will consist of five (5) eight (8) hour shifts totaling forty (40) hours. The beginning work week is subject to change by the City if necessitated by demands of the computer company handling the City payroll. The City will give the union as much advance notification as possible of an impending change at the beginning of the work week.

### Section 2.

- A. Overtime pay shall be at the rate of one and one-half (1-1/2) times the hourly rate for all hours worked in excess of eight (8) hours in any twenty-four (24) hour period, and forty (40) hours in one (1) work week, except during a change in shifts where the second eight (8) hour shift in twenty-four (24) hours shall be paid at straight time.
- B. Employees working on any established holiday shall receive one and one-half (1-1/2) times their hourly rate in addition to their holiday pay for up to 12 hours per day if worked. Employees who do not work on a holiday shall receive eight (8) hours of straight time pay.

Section 3. Employees' scheduled days off shall not be adjusted for the purpose of avoiding overtime except by mutual agreement between the Employer and the employee.

Section 4. Employees covered by this Agreement shall be granted a minimum rest period of eight (8) hours in any twenty-four (24) hour period, except in cases of emergency.

Section 5. Employees will be granted a minimum of three (3) hours pay at time and one-half (1-1/2) for court appearances during off duty time.

Section 6. Employees, at their discretion shall be permitted to accrue compensatory time off in lieu of receiving overtime pay, not exceeding two (2) regularly scheduled shifts during any pay period as established in this Agreement and may accumulate such compensatory time off to a maximum of one hundred eighty (180) hours with one optional forty (40) hour pay out a year. Such employee



request shall be made by him in writing on his regular time sheet. The Employer, at its discretion may buy back accumulated banks of compensatory time.

Section 7. Compensatory time may be taken when approved by the Employer. All requests for compensatory time will be made five (5) days in advance, if possible. The use of compensatory time is contingent upon no overtime created within the department due to the use of such compensatory time except in the case of an emergency approved by the Chief.

Section 8. Employees requested to return before or after scheduled start or quit times or while off duty shall be compensated at a minimum of three (3) hours at time and one-half (1-1/2) when such call back is not continuous with his regular work shift.

Section 9. Field Training Officer (FTO) Incentive: FTOs assigned to train new hires shall be granted one (1) day off per every month the FTO trains a new officer.

## **ARTICLE 21 - HOLIDAYS**

Section 1. The following shall be considered as holidays for the purposes of this Agreement:

New Year's Eve  
New Year's Day - January 1  
Martin Luther King Day - Third Monday in January  
Presidents' Day - Third Monday in February  
Memorial Day - Last Monday in May  
Independence Day - July 4  
Labor Day - First Monday in September  
Veterans Day - Fourth Monday in October  
Thanksgiving Day - Fourth Thursday in November  
Christmas Eve - December 24  
Christmas Day - December 25  
Employee's Birthday  
Easter  
\*Good Friday (Four hours straight time pay whether worked or not)

Section 2. To be eligible for holiday pay, an employee must:

- A. Work full time the employee's regular scheduled straight time work day prior to, and the employee's regular scheduled straight time work day subsequent to, the holiday or be on excused leave.
- B. Work full time and have obtained seniority on the date the holiday occurs.
- C. Be otherwise scheduled to work on such day if it had not been observed as a holiday.

Section 3. If a holiday falls during an employee's vacation, it will be considered as a holiday as opposed to a vacation day.

Section 4. If a holiday falls on a scheduled pass day or day off, the employee will receive eight (8) hours holiday pay or eight (8) hours compensatory time at the employee's discretion.

Section 5. If the employee is scheduled to work on a holiday and elects to take the holiday off,

then the employee will be paid for the regular non-holiday hours.

## **ARTICLE 22 -VACATIONS**

Section 1. Regular full-time employees will be granted paid vacation in accordance with the following schedule:

- 5 days - After completing one year of service
- 10 days - After completing two years of service through four years
- 15 days - After completing five years of service through nine years
- 20 days - After completing ten years of service
- 25 days - After completing twenty years of service

Section 2. Time off for vacation purposes shall be mutually agreed between the Employer and the Employee. However, first preference for time off for vacation purposes shall be granted to employees based on divisional seniority provided that employee indicates his preference for vacation time on or before the end of the scheduling period.

Section 3. Vacation preferences must be submitted to the Employer on or before March 15 of each year for one week of vacation that year. Other vacation periods will be granted on seniority basis.

Section 4. Employee vacation time shall be computed on the basis of his regular straight time rate exclusive of any and all premiums and will be paid in conjunction with regular bi-weekly payday schedule. If a regular pay day falls during an employee's vacation, and he is to be on vacation for two (2) weeks or longer, he will be entitled to receive his paycheck in advance before going on vacation. Employee so eligible and desiring such advance pay must make written request to the City Treasurer at least two (2) weeks before leaving on vacation.

Section 5. Vacations may be taken in single day increments; however, no more than three (3) weeks vacation may be taken at any one time. Employees may carry over sixty (60) hours unused vacation from one year to the next succeeding year.

Section 6. Vacation time must be taken during the twelve (12) months following their date of accrual, and on termination, the employee shall be paid for his accrued and unused vacation days at the straight time hourly rate, except that if an employee voluntarily resigns, he must provide the City with a minimum of fifteen (15) days written notice of such resignation in order to receive pay for any Accrued and unused vacation time.

Section 7. If an employee becomes injured or ill and under the care of a medical doctor during his vacation, and the employee has accumulated sick leave credits, his vacation days shall be replaced and the appropriate number of sick days shall be charged. The employee may reschedule his vacation in accordance with this Article.

Section 8. A vacation may not be waived by an employee and extra pay received for work during that period.

Section 9. When a paid holiday, as defined by this Agreement, falls during an employee's

scheduled vacation, the holiday will be allowed and the vacation leave extended accordingly.

## **ARTICLE 23 - SICK & ACCIDENT BENEFITS**

**Section 1.** The City shall provide sick and accident insurance the terms of coverage being as follows:

- A. Coverage shall equal the employee's average net pay for straight time work for accidents, injuries and illnesses for up to three (3) months' time. In the event of a life threatening condition or illness, the coverage shall be extended up to six (6) months' time.
- B. Elimination: Seven (7) days for non-duty-related accidents, injuries or illnesses.
- C. Should the City elect to self-insure, a special conference shall be conducted.

**Section 2.** The City shall bear the entire cost of the plan.

**Section 3.** For the loss of time on account of injury incurred in the course of the employee's service to the City, regular full-time employees shall receive their straight time rate of pay provided that:

- A. The employee endorses all workers' compensation checks received by him to the City Treasurer.
- B. The City's physician and employee's physician certifies to the City the likelihood that the employee can return to full-time duty with the City and perform the essential functions of his/her job.

**Section 4.** Personal Leave Time and Vacation shall not accumulate during long term disability. When the employee returns to work, Personal Leave Time shall be prorated. Employees will not be eligible for holiday pay while on short or long term disability.

**Section 5.** In the event that the employee remains disabled beyond six (6) months the employer agrees to provide Disability Insurance coverage for an additional six (6) months. The employer agrees to bear the entire cost of the plan.

The union agrees to accept the monthly insurance payment as total wage payment after the first 6 months of disability. The employer will not make up the difference between the employee's regular wage and the insurance payment. The city retains the right to change insurance carriers at any time provided that the coverage is equal

At the conclusion of eighteen (18) months of disability, if the employee cannot return to work, the employee will cease to be an employee and his/her seniority will be terminated. In determining the 18 month periods, time off granted under the Family Leave Act of 1993 shall not be counted.

## **ARTICLE 24 - LIFE INSURANCE**

Section 1. The Employer will provide Life and A.D. & D. insurance coverage for all full time employees. Coverage will be in the amount of Sixty Thousand (\$60,000.00) Dollars and full premium will be paid by the Employer. Accidental death and dismemberment shall be in the amount of Sixty Thousand (\$60,000.00) Dollars.

Section 2. The Employer shall select or change the insurance carrier in its discretion, provided that benefits are not reduced and shall be entitled to receive any dividends, refunds, or rebates earned without condition or limit of any kind.

Section 3. All benefits shall be subject to standard provisions set forth in the policy or policies.

Section 4. When employment is interrupted by lay-off, discharge, quit, retirement, or leave of absence, the herein described insurance coverage will continue only for the balance of the month in which such termination occurs, or until the next premium is due, whichever is later.

Section 5. Should the Employer be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and may escape such double payments. The Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmental sponsored insurance programs.

## **ARTICLE 25 - RETIREMENT**

Section 1. Effective on July 1<sup>st</sup>, 2008 the Employer will provide the Michigan Employee's Retirement System (M.E.R.S.) 8-4 Retirement Plan. The employee will contribute .86% of the cost of the increase from 8-3 to 8-4 through payroll deduction.

The above provisions concerning Pension and Retirement benefits shall not apply to persons hired into the bargaining unit after the effective date of this contract. Rather, the employer shall provide those employees with a defined contribution plan or hybrid plan through MERS as determined by the employer. Any current City employees promoted or hired into the bargaining unit carry over their previous pension and retirement benefits.

Section 2. "Gross pay" for purposes of determining an employee's FAC shall not exceed 120% of the employee's base pay for that last calendar month of employment or, if less than a full calendar month is worked, as prorated to the number of days worked in the last calendar month. FAC includes regular and overtime earnings and any other form of compensation except it shall not include payments for health insurance stipends, or any paid out compensatory or vacation time. This definition shall be in effect for the next seven (7) years.

For all new employees not previously employed by the City entering the bargaining unit after January 1, 2014, "gross pay" for purposes of determining an employee's FAC shall be the same formula as may be agreed upon by the City and the POAM patrol unit for new hires after Jan 1, 2014.

Retroactive to July 1, 2016 all employees covered by this agreement will contribute the following percentages of their base pay through payroll deduction toward any employer sponsored retirement plan:

Jul 1, 2020	Jul 1, 2021	Jul 1, 2022	Jul 1, 2023
2.00%	2.00%	2.25%	3.00%

**Section 3. Contribution for Medical Insurance at Retirement.** Employer shall contribute the full cost of but not more than Five Hundred (\$500.00) Dollars per month medical insurance for regular retirees, and those retired under work related disability or workmen's compensation programs. Effective July 1, 2020, the Employer agrees to increase the monthly payment to Nine Hundred (\$900.00) per month for all employees retiring after the effective date of this Agreement subject to the following limitations and exclusions:

- A. If the retiree is eligible or becomes eligible for Medicare coverage provided under statutes, rules and regulations promulgated by the United States Government, the Employer's obligation under this section shall terminate.
- B. In the event the retiree obtains employment, which makes medical insurance available to the retiree as a condition of employment, or the retiree is eligible for dependent health care coverage by reason of the employment of the spouse of a retiree, the employee may choose not to accept other health care coverage and remain on the city's health care plan. If the employee chooses to accept health care coverage from another employer after leaving the City, the retiree may choose to opt back into the City's health care coverage at any time up until the age of medicare eligibility; but must make the election within 30 days after leaving another health plan or wait until the City's annual enrollment period.
- C. In the event the State or Federal Government mandates employer participation in a medical insurance program affecting retired workers, Employer's contribution shall terminate.
- D. No change in insurance company rates, coverage availability or policy shall obligate the Employer to increase its contribution or pay for any cost of retirees medical insurance over the amount of the contribution set forth above.
- E. No person separated from the Employer by reason of termination shall be eligible to receive a contribution to medical insurance under this section.
- F. Employer shall make its contribution directly to the insurance carrier and retiree shall pay the balance of the monthly charge on the due date of each month. Failure to make a payment on the due date more than two times per year shall be grounds for termination of this benefit.
- G. Retiree shall have the option to obtain medical insurance from another carrier. In that event, Employer shall pay its contribution directly to retiree upon presentment of a monthly invoice or paid receipt for medical insurance coverage for the month for which payment is sought.
- H. This benefit shall be available to persons who retire between July 1, 1989, and January 1, 1991, who have not less than sixteen (16) years of service with the Employer. Persons who retire after January 1, 1991, shall not be eligible for this benefit unless

they have twenty-five (25) years of service with the Employer. This limitation shall not apply to work related disability retirements or persons retired under workman's compensation system.

- I. An employee is eligible to receive medical benefits as long as they have completed 25 years of service.
- J. In the event of death to the retiree before reaching Medicare requirement, the retiree's family will be eligible to obtain/purchase cobra health care benefits from the employer for 18 months.
- K. If a retiree who has ten (10) years full-time service retires under honorable conditions, the Employer shall issue a badge and police identification indicating the retiree is a retired police officer and permit the retiree to purchase his service weapon if the retiree pays 50% of the cost of a replacement weapon.

## **ARTICLE 26 - SAFETY, EQUIPMENT & ACCIDENTS**

**Section 1.** The Employer shall, at all times, consider the personal safety of the employees in establishing operational procedures. The employees likewise, shall at all times recognize that safe working conditions depend on the joint efforts of Employer and employees.

**Section 2.** If an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and, if ordered by the supervisor to perform the work involved, the employee shall have the right to perform work under protest and shall refer the matter to the Chief of Police and City Manager at the end of his shift for consideration and remedy. However, no employee shall be required to operate any equipment or perform any job that on the previous shift has already been questioned as to safety before it is investigated.

**Section 3.** The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with safety appliances prescribed by law. It shall be the responsibility of employees to be familiar with and to utilize such safety appliances.

**Section 4.** Any employee involved in any accident shall immediately report such accident and any physical injuries sustained. An employee shall be required to complete a written report concerning the details of such accident or injury and to provide all available names and addresses of witnesses. Failure to comply with this provision shall subject an employee to disciplinary action.

**Section 5.** It shall be the duty of each employee to report all defects of equipment immediately or, in no case, later than the end of his shift. Such reports shall be made on forms supplied by the Employer and submitted to the employee's immediate supervisor, with a copy to be retained by the employee. The Employer shall not ask or require any employee to operate equipment that has been reported as having defects if the defects would render the equipment unsafe to use.

**Section 6.** Employees covered by this Agreement, in the performance of their duties, shall at all times use safety devices and other protective equipment furnished to them and will comply with all safety, sanitary, and fire regulations issued by the Employer.

## **ARTICLE 27 - WAIVER**

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demand and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed the Agreement.

## **ARTICLE 28 -VISITATION**

Section 1. Union representatives are permitted to visit the operation of the Department and its employees on duty during working hours with the permission of the Chief of Police or the City Manager. Office and phone facilities are not to be utilized for union business without the permission of the Chief of Police or the City Manager.

## **ARTICLE 29 - BONDS**

Section 1. Should the Employer require any employees to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer. Employees must qualify for a bond where required.

## **ARTICLE 30 - BULLETIN BOARDS**

Section 1. The employer agrees to provide bulletin board space, which may be used by the Union for the following notices:

- A. Notices of Union meetings;
- B. Notices of Union recreational and social events;
- C. Notices of Union elections and the results where they pertain to the Employer's employees;
- D. Other notices concerning Union affairs, which are not political or controversial in nature.

Section 2. It is further agreed that all notices, including those posted by the union as provided for herein and those posted by the Employer, shall not be mutilated, destroyed, or defaced by the employees. If same shall occur, the affected employee shall be subject to disciplinary action.

Section 3. The union agrees that in no event shall such notices be political, partisan, derogatory, or critical of the City, or the City's officers, agents, supervisors, employees, departments or divisions, nor shall such notices be derogatory or critical of the services, techniques or methods of the Employer.

Section 4. There shall be no other general distribution or posting by employees or the union of pamphlets, advertising, or political matters, notices, or any kind of literature upon the Employer's

premises, other than as herein provided.

### **ARTICLE 31 - PERSONAL TRANSPORTATION**

Section 1. When an employee is required to provide his own transportation for City related business, he may be compensated for this expense at IRS mileage rate as adopted by the City Council. The Employer reserves the right to provide the employee with transportation including, but not limited to, use of City vehicles. Travel utilizing transportation provided by an employee for which payment is expected must be approved in advance by the employee's immediate supervisor. To obtain payment of travel, an employee must submit a signed statement of mileage for which he requests compensation.

### **ARTICLE 32 - NEW POSITIONS**

Section 1. If new employment positions are created within the bargaining unit, a temporary rate of pay may be established by the City for a period not to exceed ninety (90) days. During this period, the City and the Union will negotiate as to rate of pay for the new classification. Failure to reach agreement shall be subject to the grievance procedure.

### **ARTICLE 33 - LEGAL ASSISTANCE**

Section 1. The Employer shall furnish legal assistance in the form of providing competent legal counsel, when necessary, to defend an employee who has been sued in a court of law for damages or has otherwise been brought into a court by a person, company, or organization other than the Employer, claiming damages for alleged torts committed in the course of duties performed in the course of or in the scope of the employment as required by the Employer.

Section 2. In no event shall the Employer be required to furnish legal assistance in the course of a lawsuit or court proceeding involving allegations of acts or omissions not arising out of the employee's employment with the Employer or which are claimed by the Employer to be totally outside of the scope of the employee's authority. Provided, however, that if the employee is charged with acts pertaining to his employment and shall also have been "on duty" and otherwise authorized to act in some manner concerning the prescribed situation, then, and in that event, the Employer shall be required to furnish legal assistance for the employee involved if so requested by the employee and, provided further, that such expense of representation and the responsibility therefor shall abide the outcome of the principal case and any decision exonerating the Employer for the acts or omissions of the employee shall be deemed conclusive as to the responsibility of the employee for the expense thus incurred. The City shall also furnish counsel during investigative proceedings which arise out of the proper performance of duties of the employee, until it is demonstrated that the employee was acting outside of his scope of authority, and it is evident that a conflict of interest exists that would preclude such representation. In no event shall the City be responsible for employee legal expenses or judgments against employees, unless expressly provided in this Agreement or approved in advance by the City Council.

### **ARTICLE 34 - IN-SERVICE TRAINING**

Section 1. The Employer may authorize in-service training programs for employees covered by this Agreement. Participation in such in-service training programs or other job related educational programs may be made mandatory for employees. The Employer will attempt to adjust schedules for mandatory training to assure the employee/employees affected will have days off either before or after the training.



Section 2. Employees so designated to participate in mandatory educational programs, i.e. "pistol shoots", shall be compensated for such participation at the premium rate of pay, if done during off duty hours or days off.

Section 3. In such case where employees are required to participate in educational programs, the Employer shall pay, or otherwise provide for, any costs involved, including tuition, textbooks, other expenses, or transportation.

Section 4. If training falls on a scheduled work day and training is a full-day session then the employee does not have to return to work, but will be paid for the scheduled shift. For ½ day training, the employee shall return to work. If training falls on a day off then the employee will paid a maximum of 9 hours training.

## **ARTICLE 35- CLASSIFICATION**

Section 1. No employee covered by this Agreement shall work out of classification except for special job assignments or for emergency service. If an employee is required to work in a higher classification for more than four (4) work hours at any given time, he shall receive the higher rate of pay for work in the higher classification, which exceeds four (4) hours. This provision shall not apply to the transportation of equipment for service or repairs.

## **ARTICLE 36 - SERVICE RECORDS, AWARDS**

Section 1. The Employer will maintain records of service concerning employees and, when justified in the opinion of the Employer, citations will be awarded to employees recognizing meritorious service above and beyond the call of duty.

## **ARTICLE 37 - PAY PERIODS, PAYCHECKS**

Section 1. Employees will be paid bi-weekly on alternate Fridays, after 12:00 noon. Each paycheck will be attached to a statement reflecting earnings and all deductions.

## **ARTICLE 38 - OUTSIDE EMPLOYMENT**

Section 1. Employees covered by this Agreement shall not engage in other employment or personal business enterprises in off-duty time where performance of such outside work would reduce the employee's ability to adequately perform his duties of employment with the City. Employees engaging in such outside employment, which, in the Employer's opinion, is in conflict with this Article, shall be subjected to disciplinary action. The employee will notify the Chief in writing of outside employment.

## **ARTICLE 39 - UNIFORMS AND EQUIPMENT**

Section 1. The Employer shall determine the extent of and shall furnish all equipment necessary to perform the duties as assigned to employees. Employees shall be accountable for and shall exercise due care and caution in the use of the Employer's equipment.

Section 2. For newly hired uniformed officers, the Employer will provide three (3) each of shirts, summer and winter, trousers and one (1) each of tie, belt, cap, winter jacket, service weapon, holster and leather goods and badges. Thereafter, each officer will receive a semi-annual uniform allowance to be paid one-half on the first day of June, and one-half on the first day of December,

of each year. Uniform allowance shall be Seven Hundred and Fifty (\$750.00) Dollars per year for the duration of this Agreement.

Section 3. Each officer shall receive an annual uniform cleaning allowance of Four Hundred (\$400.00) Dollars, payable quarterly with the second pay period in July, October, January and April.

#### **ARTICLE 40 - GENERAL**

Section 1. The Employer agrees to continue providing personal liability insurance coverage for employees covered by this Agreement, if available. Coverage provided in the limit of three Hundred Thousand (\$300,000.00) Dollars includes false arrest, detention or imprisonment, malicious prosecution, libel, slander, defamation or violation of right to private occupancy.

Section 2. The Employer shall make available practice ammunition for employees covered by this Agreement.

Section 3. The Employer retains the right to hire and utilize part-time reserve police officers provided, however, that part-time reserve police officers may only work in conjunction with a regular full-time patrol officer. It is not the intent of this section to utilize part-time personnel, to undermine the Union, to erode the present bargaining unit, or to utilize part-time officers to avoid the payment of overtime.

Section 4. Work schedules shall be established by the Chief of Police.

Section 5. All employees covered by this Agreement shall maintain a telephone in their name with a service phone number and shall keep the Employer informed of his current telephone number.

Section 6. Employees covered by this Agreement shall be required to maintain residency within a twenty (20) mile radius of the South Lyon Police Department. The 20-mile radius east shall extend from the furthest most north and furthest most south borders. There will be a 27-mile radius west of the South Lyon Police Dept. This 27-mile radius shall extend from the furthest most north and the furthest most west/east borders. For the purposes of the west/east residency, the dividing line for the west/east borders will be a due north and due south line that shall run directly through the center of the South Lyon Police Dept. Newly hired employees must, as a condition of their continued employment, agree to establish residency within a twenty (20) mile radius east and 27 mile radius west within one (1) calendar year from the date of their employment.

Section 7. Supervisors who are required to be "on call" shall be paid at the rate of four (4) hours of straight time wages for each month that they are required to be "on call". The "on call" assignment shall be rotated monthly between members of the command officers bargaining unit.

#### **ARTICLE 41- HEALTH INSURANCE**

Section 1. The employer agrees to provide the Community Blue PPO - Plan 15 with the City to pay all deductibles through EHIM, a third-party administrator. The employee will be responsible for \$30 co-pay for doctor and chiropractic office visits with \$10 being reimbursed through EHIM. There will be prescription drug coverage through EHIM with a co-pay of \$15 for generic prescriptions, \$30 for brand name and mail order prescriptions for two co-pays for a ninety day supply.

The Employer agrees to provide full-time employees health insurance benefits which meet the standards and provisions laid out in the Affordable Care Act and in compliance with Public Act 152 of the State of Michigan. Further, the level of benefits equal to or better than those currently being provided shall be continued. Should the cost of providing such health insurance for the employer increase to more than 150% of the cost being paid by the Employer as of the effective date of this agreement, then the parties shall meet to reopen negotiations on health insurance.

Section 2. The Employer shall select or change the insurance carrier in its discretion and shall be entitled to receive any dividends, refunds, or rebates earned without condition or limit of any kind. Any changes will be equal to or greater than coverage at the time of change.

Section 3. All benefits shall be subject to standard provisions set forth in the policy or policies.

Section 4. When employment and seniority is interrupted by lay-off, discharge, quit, or leave of absence, the herein described insurance coverage will continue only for the balance of the month or billing period in which such termination occurs or until the next premium is due, whichever is later.

Section 5. The Employer agrees to provide dental insurance having no less than the existing limits of coverage of the existing Met-Life up to \$1,500.00. The Employer shall pay the entire premium. The employer retains the right to change insurance carriers at its discretion.

Section 6. Optical coverage shall be through Principal Financial using VSP as the provider network.

Section 7. The parties agree, that for purposes of Michigan Public Act 152, MCL 15.561 et seq., employees shall contribute ten percent (10%) and Employer shall contribute ninety percent (90%) of the total annual costs of the employee medical benefit plan offered and/or provided to employees, and beginning January 1, 2015, employees shall contribute fifteen percent (15%) and Employer shall contribute eighty-five percent (85%) of the total annual costs of the employee medical benefit plan offered and/or provided to employees, and beginning on January 1, 2016, employees shall contribute twenty percent (20%) and Employer shall contribute eighty percent (80%) of the total annual costs of the employee medical benefit plan offered and/or provided to employees.

## **ARTICLE 42 - PAY SCHEDULE**

Section 1. Effective for all full-time members of the bargaining unit. The pay schedule will be as follows:

- A. For sergeants: a rate which represents an increase of 2.5% from the previous year throughout the remainder of this contract.

Rank	July 1, 2020	July 1, 2021	July 1, 2022	July 1, 2023
Sergeant	\$83,597.38	\$85,687.32	\$87,829.50	\$90,025.24

- B. For lieutenants: a rate which represents an increase of 2.5% from the previous year throughout the remainder of this contract.

Rank	July 1, 2020	July 1, 2021	July 1, 2022	July 1, 2023
Lieutenant	\$91,121.15	\$93,399.18	\$95,734.16	\$98,127.51

Section 2. Cost of Living. An automatic adjustment shall be made quarterly during the term of this Agreement, effective with the beginning of the pay periods which commence on or immediately after April 1<sup>st</sup>, July 1<sup>st</sup>, October 1<sup>st</sup>, and January 1<sup>st</sup>. Said adjustment shall be paid to the employees in the form of a cash adjustment by other than payroll check. Said adjustment will not be added onto the employee's base hourly straight time rate of pay.

Section 3. Adjustments shall be made each quarter of every contract year beginning on July 1, 1986, and continuing through and including July 1, 1989. Said adjustment shall be based upon the official consumer Price Index for the Detroit Metropolitan area published by the Bureau of Labor Statistics, U.S. Department of Labor or (67-100) and hereinafter referred to as B.L.S. Consumer Price Index.

Section 4. Effective with the beginning of the pay period starting on or after July 1, 1986, and thereafter at quarterly intervals provided for in Section 3, during the life of this Agreement, said adjustments shall be made as follows:

Effective Date of Adjustment

First pay period beginning on or after July 1, 1986, and at quarterly intervals thereafter.

Based Upon

B.L.S. Consumer Price Index for April of 1986, as compared to the index of July of 1986, with each quarterly index on said dates to be compared to the preceding quarterly index.

Section 5. The rate of adjustment shall be one cent (\$.01) per hour for each three tenths (.3) of a point change in the index during the base period. Changes in the Index which result in an adjustment of one-half cent or more will result in an adjustment of one (.01) cent, but changes in the index which would result in an adjustment of less than one-half cent, will be computed at the next lower cent.

Section 6. All cost-of-living adjustments shall be based on total hours worked during the preceding quarter. For purposes of this Agreement, "total hours" shall be defined as those hours, which an employee is compensated inclusive of overtime, holidays, etc. The provisions for cost-of-living as found in this Agreement shall not exceed Six Hundred (\$600.00) Dollars in any contract year.

Section 7. In the event the B.L.S. does not issue the Consumer Price Index on or before the beginning of the pay period referred to in Section 5. any adjustment required will be made at the beginning of the first pay period after receipt of the index.

Section 8. Educational Incentive. The City will reimburse employees up to a maximum of eight hundred (\$800) dollars per semester for tuition upon successful completion of courses approved by the Chief of Police. In addition, the City agrees to purchase all books for approved classes and after

the semester, the City will retain ownership of the books for the Police library. No employee will be able to receive more than one thousand six hundred (\$1,600) dollars in a contract year.

#### ARTICLE 43 - LONGEVITY

Section 1. Longevity will be paid in accordance with the following schedule:

After completion of 10 years of service - \$1,000.00  
After completion of 15 years of service - \$1,300.00  
After completion of 20 years of service - \$1,600.00

Effective July 1, 2016 for all new hires Longevity pay will only be paid in years 10, 15, and 20 of service, not annually, beginning with 10 years.

Section 2. In the event of an employee's death, retirement, or other termination, the Employer shall pay the employee or his estate on a prorated basis for that period of the year during which the employee worked.


#### ARTICLE 44- DURATION

Section 1. This Agreement shall become effective July 1, 2020 and shall remain in full force and effect through June 30, 2024

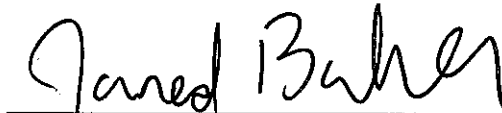
Section 2. The parties agree that not later than February 1, 2024, they will undertake negotiations for an agreement to cover periods following this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_ of \_\_\_\_ 2020

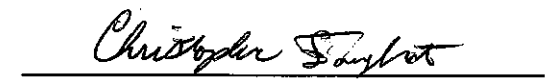
  
Paul Zelenak, City Manager

  
Chester Kulesza, Business Agent  
Police Officer Labor Council

  
Daniel Pelchat, Mayor

  
Jared Baker, POLC Union Steward

  
Lisa Deaton, City Clerk

  
Christopher Faught, POLC Union Steward

### **LETTER OF UNDERSTANDING**

WHEREAS, the City of South Lyon, a Michigan municipal corporation, and the Police Officers Labor Council (P.O.L.C.), collective bargaining agents for the command officer employees of the City of South Lyon, have reached an understanding and wish to memorialize said understanding in this agreement; and

WHEREAS, the Chief of Police and the P.O.L.C. desire to try an experimental scheduling concept involving a modification in the work hours and manner of the police officers delivery of services to the City of South Lyon; and

WHEREAS, the City of South Lyon desires to preserve and protect its unfettered sole discretion to determine work schedules and establish work schedules as set forth in Article 3, Section 1(1); and

WHEREAS, both the City of South Lyon and the P.O.L.C. and the individual police officers wish to avoid any violation of the Federal Fair Labor Standards Act and provide scheduling which does not result in increased overtime for the City, create a Federal Wage and Hour violation, or create a claim on behalf of any police officer adhering to the new schedule as being a violation of the Federal Wage and Hour Act; and

WHEREAS, the parties, by this agreement, wish to restate and confirm the agreement contained in Article 3, Section 1 (I), that as a result of this agreement, the City has not compromised, limited, or abridged its right to establish, modify, and change work schedules for its employees; now therefore,

THE PARTIES AGREE as follows:

1. That the City of South Lyon experimentally utilize 12-hour shifts in the scheduling of members of the bargaining unit with the understanding that it may suspend, modify, or revise such schedule to meet the needs of law enforcement within the City of South Lyon.
2. That the P.O.L.C. agrees that the utilization of this section shall be deemed to be the exercise of the option provided in the collective bargaining agreement vested in the employer and not part of a negotiated, agree-upon modification of the agreement.
3. That the Chief of Police, in his full and sole discretion, continues to determine the schedule upon which police officers work, and the institution of the 12-hour shift program shall not be deemed a part of the working conditions or obligate the employer to include such schedule in any future collective bargaining agreement between the parties.
4. That this 12-hour schedule program is governed by the Fair Labor Standards Act and shall operate under Section 29 USCA, Section 207(k) regarding the payment of overtime, and all disputes between the parties relating to overtime to be paid pursuant to this agreement shall be resolved by the application of Federal Wage and Hour Act except for those provisions dealing with holiday pay which are specifically addressed by the collective bargaining agreement between the parties.

5. Earned vacation, comp, and personal leave time shall be calculated based upon hours. Credit shall be based upon 8 hours per "day" or credit as set forth in the collective bargaining agreement.

6. Bereavement pay shall be revised from 3 eight hour days to 24 hours.

7. No overtime will be paid as a result of schedule change day.

8. This agreement shall not affect the lieutenant position, officers assigned to school liaison, and detective assignments, which will continue on eight hour schedules.

9. That pursuant to the Federal Wage and Hour Act, only those hours worked in excess of 160 hours within a 28-day period, or in excess of 12 hours on a shift, shall be subject to the application of overtime which shall be paid pursuant to law at the amount of 1 and 1/2 times their regular rate. CFR Section 553.230(c). The 160 hour base shall include approved sick, vacation, personal leave time, and compensatory time.

10. All other provisions of the collective bargaining agreement between the parties remain in full force and effect, and in the event of disputes as to the application of the collective bargaining agreement to the schedule adopted herein, an example of which is attached hereto as Exhibit A, the City reserves the right and authority to terminate this agreement and create such other work schedule as permitted by federal and state law as modified by the collective bargaining agreement between the parties.

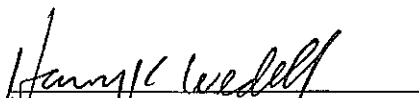
IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_ of \_\_\_\_\_, 2016.

CITY OF SOUTH LYON

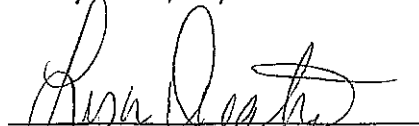
POLICE OFFICERS LABOR COUNCIL

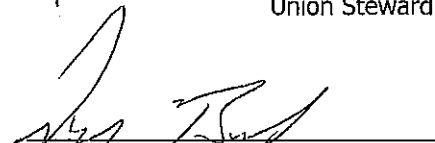
  
Lynne Ladner, City Manager

  
Chester Kulesza, Field Representative  
South Lyon Police Officers Labor Council

  
Harvey Wedell, Mayor Pro Tem

  
Union Steward

  
Lisa Deaton, City Clerk/Treasurer

  
Union Steward