

Collective Bargaining Agreement One Year Extension

The City of Lincoln Park (hereinafter, "City") and the MIFOPLC (hereinafter, "Union") are parties to a Collective Bargaining Agreement which expires June 30, 2024;

WHEREAS; Presently the City and the Union are parties to a Collective Bargaining Agreement for the period of July 1, 2021 - June 30, 2024;

WHEREAS; The Parties wish to extend the terms and conditions of the Collective Bargaining Agreement for an additional one-year period;

WHEREAS; The provisions of the Collective Bargaining Agreement shall remain unchanged except for as specified below.

NOW THEREFORE, the Parties agree as follows:

1. The current Collective Bargaining Agreement shall be extended for a period of one (1) year, which shall now expire on June 30, 2025.
2. New Wage Scale:

10/1/2023 (\$1.50 per hr.) 1/1/2024 (4%) 7/1/2024 (3%)

Start:	60,000.00	62,400.00	64,272.00
6 months	63,069.57	65,592.36	67,560.13
12 months	66,764.72	69,435.31	71,518.37
18 months	69,340.10	72,113.70	74,277.11
24 months	72,156.00	75,042.24	77,293.51
30 months	76,335.79	79,389.22	81,770.90
Det:	77,438.43	80,535.97	82,952.05

Wage scale reflects 2,184 hours for patrol division. Members assigned 2,080 hour assignment receive the same hourly rate, but annual salary is adjusted.

3. Effective 10/1/23 all bargaining unit members shall receive payment for a gun allowance at 4% of base wage. On January 1, 2024 the gun allowance shall be rolled into base wage.
4. The Parties acknowledge that all other provisions of the Collective Bargaining Agreement shall remain in force and carry over until the expiration date contained in this Extension Agreement.

City of Lincoln Park

By: 

Date: 9-7-23

By: 

Date: 09/07/23

MI FOPLC

By: 

Date: 9-7-23

By: 

Date: 9-7-23

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF LINCOLN PARK

AND

**LINCOLN PARK FRATERNAL
ORDER OF THE POLICE
LABOR COUNCIL (FOPLC)**

July 1, 2021 – June 30, 2023

Collective Bargaining Agreement One Year Extension

The City of Lincoln Park (hereinafter, "City") and the MIFOPLC (hereinafter, "Union") are parties to a Collective Bargaining Agreement which expires June 30, 2023;

WHEREAS; Presently the City and the Union are parties to a Collective Bargaining Agreement for the period of July 1, 2020 - June 30, 2023;

WHEREAS; The Parties wish to extend the terms and conditions of the Collective Bargaining Agreement for an additional one-year period;

WHEREAS; The provisions of the Collective Bargaining Agreement shall remain unchanged except for as specified below.

NOW THEREFORE, the Parties agree as follows:

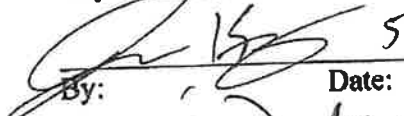

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2. New Wage Scale:

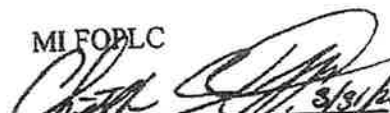
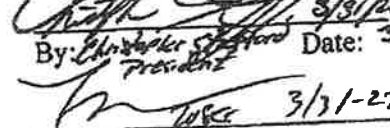
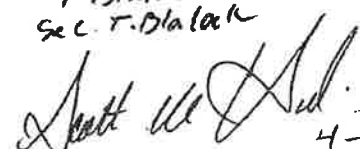
	7/1/2022	7/1/2023
Start:	\$50,459.00	\$51,720.48
6 months	\$55,557.36	\$56,946.26
1 year	\$58,990.68	\$60,465.45
2 year	\$61,383.60	\$62,918.19
3 year	\$64,000.00	\$65,600.00
4 year	\$67,883.00	\$69,580.75
Det:	\$68,908.19	\$70,630.89

3. Detective Patrol Officers shall come from the ranks of those who have completed 18 eighteen months of service or more with the City of Lincoln Park Police Department.
4. The Parties acknowledge that all other provisions of the Collective Bargaining Agreement shall remain in force and carry over until the expiration date contained in this Extension Agreement.

City of Lincoln Park

By:  Date: 5-17-22
By:  Date: 05/17/22

MIFOPLC

By:  Date: 3/31/22
By:  Date: 3/31-22
By: T. Blalock Date:
Sec. T. Blalock
 Date: 4-7-22
FOPLC

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AGREEMENT

The City of Lincoln Park, Michigan, hereinafter designated as the "City" and the Lincoln Park Fraternal Order of the Police Labor Council (FOPLC) hereinafter designated as the "Union" hereby agree as follows:

To a Collective Bargaining Agreement for the period July 1, 2021 through June 30, 2023.

ARTICLE 1 - RECOGNITION

Pursuant to the authority granted under Act 379 of the Public Acts, 1965, the City recognizes the Association as the exclusive collective bargaining representative relative to salaries, hours of employment and other terms and conditions of employment for all members of the Police Department below the rank of Sergeant.

ARTICLE 2 - PURPOSE AND INTENT

The general purpose of the Agreement is to set forth terms with respect to salaries, hours and other conditions of employment, to promote orderly and peaceful labor relations in the mutual interest of the City of Lincoln Park, and the Michigan Fraternal Order of the Police.

To these ends, the City and the Association encourage, to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all members of the Association.

DEFINITIONS

- | | |
|--------------------------------|---|
| 1. CHARTER | Means the Charter, City of Lincoln Park |
| 2. CHIEF | Means Chief of Police or other designee or such other person named by the City to be acting Chief in their absence. |
| 3. CITY | Means City of Lincoln Park |
| 4. COLLECTIVE BARGAINING AGENT | Means the FOPLC |
| 5. COMMANDING OFFICER | Means the immediate supervisor of member |
| 6. COUNCIL | Means Council, City of Lincoln Park |
| 7. DEPARTMENT | Means the Lincoln Park Police Department |

8. FOPLC	Union
9. MEMBER	Means all Patrolmen who are included in the Bargaining Unit represented by the Union
10. REPRESENTATIVE	Means any elected Association official (including shift representatives) of Union
11. SERVICE OR LENGTH OF SERVICE	Shall include service with the Police Department of the City of Lincoln Park
12. SENIORITY	Shall be determined by computing the time that such member has actually served as an active member of the department, except that those who serve in the Armed Forces on military leaves of absence from the department shall be credited with time covering such service. Officers suspended for cause for more than thirty (30) working days will not be credited with seniority during the term of suspension, subject to the authority of an arbitrator.
13. STRIKE	Means any concerted action that interrupts service
14. PROBATIONARY OFFICER	Is a member who has not been promoted to Patrolman
15. BASE RATE	Is to be used for computing hours of pay for payments other than normal annual salary, such as overtime
16. DEPARTMENT ORDER	Means orders issued by proper authority of Department executives governing the actions of police officers, referred to as General Orders and Special Orders, and shall include the Rules & Regulations of the Department
17. PARTIES	FOPLC and representatives of the City of Lincoln Park.
18. PROBATIONARY PERIOD	The probationary period of a member shall be twelve (12) months from date of taking oath of office and eighteen (18) months for members taking oath of office after September 9, 1996.

19. GRIEVANCE	A grievance shall be defined as any dispute between the City and the Association and any employee or employees covered under this agreement, arising out of the interpretation, application or administration of a specific article or section of this contract.
20. GRIEVANCE COMMITTEE	A committee selected by the executive board of the Lincoln Park Fraternal Order of the Police Officer Labor Council for all purposes set forth herein.
21. ANNIVERSARY DATE	Shall mean the date of employment of the officer with the Lincoln Park Police Department. Anniversary dates may be adjusted to account for leaves of absence or suspensions without pay in excess of thirty (30) days.
22. A.A.A.	Shall mean the American Arbitration Association.
23. F.M.C.S.	Shall mean Federal Mediation Conciliation Service
24. MEMBER/OFFICER	The term member or officer when used hereinafter shall include all male and female members represented by the Association in the bargaining unit. Gender based distinctions which are found herein are inserted for convenience only and any reference to one gender applies equally to both.
25. LEAVE DAY	Any fully paid day off work which is not a sick day
26. RETIREMENT	Shall mean the separation of service as defined herein.

ARTICLE 3 – WAGES

Section 1 – Annual Wage Schedule

	<u>07/01/2021</u>	<u>07/01/2022</u>
Starting	\$44,370.00	\$45,257.40
6 months	\$49,470.00	\$50,459.40
1 year	\$51,102.00	\$52,124.04
2 years	\$54,468.00	\$55,557.36
3 years	\$57,834.00	\$58,990.68
4 years	\$60,180.00	\$61,383.60
Detective	\$61,184.50	\$62,408.19

The parties agree that for members hired after October 25, 2020, the City shall have the right to place a member up to the two (2) year starting wage based on previous law enforcement experience.

Section 2 - Shift Differential

For members working a twelve (12) hour shift, the shift differential will be paid as follows:

7:00 a.m. – 7:00 p.m.	None
7:00 p.m. – 7:00 a.m.	\$.50 per hour

All members shall participate in direct deposits of payments received.

ARTICLE 4 - COURT DUTY

Section 1 - Off Duty Court Attendance

For any off-duty court appearance, each member shall receive time and one half (1-1/2) pay for all time required to be spent, with a minimum of four (4) hours pay at the base rate, except as provided below.

25th District Court Time

For any off-duty court appearance at the 25th District Court, each member shall receive time and one half (1-1/2) pay for all time required to be spent, with a minimum of three (3) hours pay at the base rate, except as provided in Section 2, hereof.

Section 2 - Court Attendance

For members working an eight (8) hour shift who are appearing in court within two (2) hours prior to their regular shift will receive time and one half (1-1/2) up to his/her regular work schedule. A member appearing in Court within one (1) hour after the regular shift shall receive time and one half (1-1/2), from the end of the shift, for all time required to be spent in Court.

For members working a twelve (12) hour shift who has out of city Court which causes a shift shortage, overtime will be offered to fill the shortage. If the shortage is not filled, the junior most eligible member of the off going shift shall be ordered for no more than four hours.

In the event, a mid-night officer has to appear at Circuit or Federal Court, which prevents them from ascertaining eight (8) hours off before the start of their shift (7 p.m. – 7 a.m.), the lowest eligible member from the previous shift will be ordered for no more than four (4) hours.

Section 3 - Additional Court Fees Received

If a member receives any fee, subpoena, etc., except subpoena fees from Circuit Court, for his appearance in any court for which he is paid in accordance with Section 1, those monies shall be turned over to the City.

Members shall be entitled to out of pocket expenses incurred in the performance of their Court duty, which shall include, but not necessarily be limited to, parking and lunch allowance. Said allowance shall be permitted only upon presentation of documentation as provided by the Standard Operating Procedures Policies passed by the Mayor and Council.

Section 4 - Signing Complaints Off Duty

If a member is called for the purpose of signing a complaint which does not require his court appearance and does not exceed one (1) hour, he shall receive time and one half (1 1/2) for one (1) hour. If he exceeds one (1) hour, he shall receive the rate of pay as provided in Section 1 of this Article.

Section 5 - Court Appearance on Extended Sick Leave

The Department will continue to try and cancel all court cases while a person is on extended sick leave.

Section 6 - Nonaffiliated Court Time

1. Any new officer involved in a court case not affiliated with this department shall attend as a witness and not be compensated. (example: court case from a previous Employer).

2. All civil litigation not associated with this department shall not be compensated.

ARTICLE 5 - COMPENSATED FRINGE BENEFITS

All holiday pay will be permanently eliminated including the premium pay and lump sum payments, except as noted below.

Section 1 - Holidays

Effective July 1, 2021, bargaining unit members shall be paid for holiday pay at a rate of one and one-half times (1-1/2) for actual worked holidays (not City observed holidays).

Christmas Day
New Years Day
Thanksgiving Day
President's Day
Easter
New Year's Eve

Independence Day
Labor Day
Memorial Day
Martin Luther King Jr.
Christmas Eve
Veteran's Day

Section 2 - Uniforms and Equipment

(a) Members may seek reimbursements from the prosecutor's office and /or court system as a part of a defendant's sentencing agreement.

Effective July 1, 2017 and each fiscal year thereafter, members shall receive a \$1,000.00 equipment allowance to be paid in June by the 30th of the month. Members shall not be required to submit receipts.

(b) Probationary employees shall be provided, at the expense of the City, with an initial uniform consisting of the following:

3 Pair of Trousers	1 Sam Brown Belt-Basket Weave
3 Short Sleeve Shirts	1 Garrison Belt
3 Long Sleeve Shirts	1 Holster
1 Tie	3 Keepers
1 Cap	1 Cuff Case
1 Pair of Shoes	1 Double Magazine Pouch
1 Waist Length Jacket	2 Name Bars
1 Raincoat	1 Whistle and Chain
1 Trooper Fur Cap	1 Mace Case
1 Bullet Proof Vest - Level IIA	

The above items will be provided upon the successful completion of the Police Training Academy. Additionally, members shall not approach the City for reimbursements for pants, shirts or shoes.

Should a probationary employee not be confirmed as an officer, the initial uniform, set above, shall be returned to the City.

Section 3 – Duty Weapon at Retirement

Upon retirement as defined herein, the retiree will be issued his/her duty weapon as personal, provided the officer carried the weapon five (5) years prior to retirement.

Section 4 – Longevity

Members hired before April 21, 2010 shall receive an annual longevity payment of \$500, based on the employee's date of employment with the City.

Longevity payments shall be made to each employee in a separate check on the 15th or 30th of the month after the member's anniversary date.

Effective upon issuance of the award on April 21, 2010, longevity was eliminated for all new hires into the bargaining unit.

Section 5 - Breathalyzer

All state certified Infra-red breath operator members shall be compensated at \$400.00 per year, payable in the month of February by the 28th of the month. Operators must be registered with the City by the Chief or his designee to be eligible.

ARTICLE 6 - HOURS OF WORK - OVERTIME - CALL BACK - STANDBY

Section 1 - Hours of Work

(a) A daily tour of duty may consist of a period of between eight (8) and twelve (12) consecutive hours at the City's discretion. The Department shall operate on a system of 12 hour shifts for the patrol division. However, the City may schedule members between 8 and 12 hours shifts for members assigned to the detective bureau, special assignment or for training purposes.

Special Assignments will be on the current 40-hour work week as determined by the Chief of Police or other designee to meet the needs of the department and City of Lincoln Park.

Members on special assignments and in special service shall have flexibility of working hours through mutual consent of the City and the Association.

(b) On twelve (12) hours shifts, a work week for each member shall consist of seven (7) consecutive calendar days starting with the first shift on Sunday and ending with the last shift, which begins on Saturday.

(c) In the daily tour of duty, a member shall be allowed forty-five (45) minutes for lunch.

(d) Permanent Shifts - The procedure for selecting permanent shifts shall be as follows:

1) Shifts and platoons will be selected by each member on the basis of seniority. Platoon modifications can be granted by the Chief and/or his/her designee upon written request of the member, who has just cause.

2) Shifts and platoons will be selected by each member on the basis of seniority. Shift selection shall last six (6) months. Shifts shall be changed if:

- a) The City and the employee agree to move a patrol officer, or
- b) The need of the employer is present to address unanticipated difficulties causing concern to the operations of the department, or
- c) A reduction in manpower occurs affecting the shift assignments.

This shall not affect a members previously scheduled vacation. The least senior qualified officer will be moved.

3) The Union President shall be allowed to fill one (1) of the permanent shift slots on the day shift.

New hires shall have an eighteen (18) month probationary period. Upon completion of the probation, the member will go to his/her regular assigned shift at the next shift selection date (April or October). If five (5) or more officers are hired within a six (6) month period, the Chief may keep one (1) member on each shift for an extra six (6) months after the conclusion of his/her probationary period.

Section 2 - Overtime

(a) Overtime is any period of duty of a minimum of fifteen (15) minutes in excess of a member's daily tour of duty. Overtime pay shall include applicable shift differential. Such excess period must follow the member's regularly scheduled daily tour of duty.

(b) All overtime shall be paid at the rate of one and one-half times (1-1/2) for all time worked in excess of such daily tour, except that on 12-hour shifts the members hours will be straight time for the additional four (4) hours in the schedule pay period. Any overtime worked up to midnight Sunday, and submitted no later than 9:00 A.M. Monday morning of pay week, shall be paid in that pay period.

(c) On completion of any overtime period worked, a member may indicate to the record officer in charge whether he/she elects to be paid for such overtime or to take time off in lieu; whereupon the record officer in charge shall enter the member's election in the records provided therefore.

(d) Officers shall be allowed to place their overtime hours earned at one and one half (1-1/2) times in their Compensatory Time Bank with a maximum of 160 hours. Officers may sell back this time no more than two (2) times per fiscal year. The maximum time allowed to be sold back per fiscal year is 160 hours. Any time in the bank effective June 30th of each year will automatically be sold back to the member and the bank will be zeroed out.

Periods of overtime which the member has elected to place in the Compensatory Time Bank may be taken as time off with the following restrictions: it is subject to minimum manpower requirements, it will be at the discretion of the Police Chief and it will not cause overtime.

Section 3 - Special Assignment Overtime

If, at any time, a situation should develop where additional manpower is required where overtime pay is involved, the following procedure shall be followed in order to assure equal distribution of overtime work:

(a) Special overtime assignments shall be equally divided as to number of hours for the particular assignments as seen fit by the Chief. Each particular overtime assignment shall be evaluated to determine its specific goals and needs and distribution made accordingly.

(b) The said number of hours shall be equally divided among shifts and bureaus. It will then be the Chief of Police or his designee's responsibility to see that each member has an opportunity for this particular detail. Once a member refuses any of said overtime for the detail, he shall forfeit all seniority rights for that particular detail.

(c) Should the Chief or his designee not be able to allocate the overtime, the remainder of the allocation shall be filled as best seen fit by the Chief.

(d) This provision shall only apply to a planned type of overtime at time and one half (1-1/2) and not emergency situations.

Section 4 - Call Back

For the purpose of this section, "Call Back" is defined as the call back of a member after he has reported off duty and before his next following tour of duty. "Call Back" further is defined to include "on duty" status during such reasonable travel time to and from such residence and/or location at which a member may be contacted for return to duty for any police purpose.

and

A member shall be paid at one and one half (1-1/2) times for any call back with a minimum of four (4) hours if the call back exceeds one (1) hour. If less than one hour, the member shall receive pay at one and one half (1-1/2) times for all time spent on said call back.

Call back shall refer to any time one is called back to work other than time in conjunction with the work day. If one is called within two (2) hours of a normal starting time, then it shall be considered part of the work day and paid at time and one half. If a member is held over past his/her normal work time, then it shall be paid at time and one half.

"Call Back" shall not be defined as including off duty court appearances. (See Article VI, hereof)

If a member has been recalled to duty and works up to and beyond the time set for his regular scheduled tour of duty, the recall rate shall terminate as of the hour which his regular tour of duty commences. The recall rate shall not be paid if a member's tour of duty extends continuously beyond his normal eight (8) hour tour.

Section 5 - Stand-by

When a member is required to stand-by for a possible call to duty, including a call to court, or for any other reason, he shall be entitled to one half (1/2) time pay for said period, four (4) hours being the minimum for which he/she shall be paid. On being called to duty while on standby status, said member shall be paid at the rate of time and one half (1 1/2) subject to the provisions of the court time or call back time of the agreement. All hours worked beyond four (4) hours shall be paid at one and one half (1 1/2) times the normal rate.

Section 6 - Roll Call

All uniform members shall stand roll call fifteen (15) minutes prior to the start of their shift. Command Officer to hold roll call.

Section 7 - Overtime/Call In Procedure

Overtime opportunities shall be equalized among the uniformed shifts and platoons.

There shall only be one overtime roster.

When a shortage of manpower arises on any shift, it shall be filled by the uniform member who has the least amount of accumulated overtime, regardless of shift. In other words, the overtime opportunities shall be first offered to the member with the least total number of opportunities; then to the next lowest and so on.

If the Union cannot contact members by telephone to fill the shortage, then the junior member on the off going shift shall be ordered in if deemed necessary by the Commanding Officer. No member shall be ordered more than once in a 48 hour period, except during a "Declared Emergency".

Except in the case of emergency, if a member is on furlough, sick leave, E.P.L., A.W.L., or bereavement, he/she will not be called in, in the event of a shift shortage. If any of the above days are in conjunction with a regularly scheduled day off, the member will not be called or eligible for overtime until his/her return to work. No member shall work in excess of sixteen (16) hours.

Each year on July 1st, members' accumulated overtime shall revert to zero (0).

1) On completion of any overtime period worked, a member shall indicate to the record officer in charge, whether he/she elects to be paid for such overtime or take time off in lieu; whereupon the record officer in charge shall enter the member's election in the records provided therefore.

SHIFT SHORTAGE LESS THAN 24 HOURS NOTICE

If the overtime assignment cannot be filled by choice (a member from the "off" platoon), two (2) eligible members with the least amount of seniority on the off going shift shall be ordered to work for no longer than four (4) hours by a commanding officer. (Example: One member will be ordered to hold over 4 hours and the other will be ordered to come in 4 hours early. This would cover 8 out of the 12 hours, if this type of incident should occur.)

FORESEEABLE SHIFT SHORTAGE IN EXCESS OF 24 HOURS

When there is a foreseeable shift shortage in excess of 24 hours, junior members may be ordered by the Chief and/or his/her designee to cover the shortage, if it can not be filled by choice.

ARTICLE 7 - FRINGE BENEFITS

Section 1 - Physical Examinations

The City may, upon good cause being shown, request any Patrol Officer to submit to a physical, psychological or psychiatric examination. Such examinations may be requested of a member when, in the opinion of the City, the member's health or conduct interferes with the member's ability to perform the normal duties of Patrol Officer. Any member refusing to take a physical, psychological or psychiatric examination when so requested will be summarily suspended, without pay, until the physical, psychological or psychiatric examination has been completed. Members off work as a result of being ordered to submit to a physical, psychological or psychiatric examination shall receive the sick leave benefits under the contract until the matter has been resolved if they have the time.

Should any member, after a physical, psychological or psychiatric examination, be found physically or mentally unfit to perform the normal duties of a Patrol Officer, such member shall follow the workers compensation policy if work related, or placed on sick leave if non-duty related, and the individual has hours in his/her sick bank, until certified able to return to duty by a physician of the City's choosing.

The affected member may, at his own expense, obtain an independent medical, psychological or psychiatric examination by a physician of his own choosing. If the City's physician and the member's physician cannot agree as to the extent of disability to perform the normal duties of a Patrol Officer, a physician, mutually selected by the City's physician and the member's physician, shall cause an examination to be made, and his opinion shall be binding on both parties.

A member must return under this provision within one year or their seniority will be terminated.

The cost of any examination ordered by the Chief of Police, physical, psychological or psychiatric, shall be paid by the City. The result of such examination shall be made available to the Patrol Officer and/or his own physician, in addition to the City. The result of said examination shall not be made available to any other person, except by written authorization executed by the member.

Section 2 – Health Care

Medical Insurance: The City shall provide for all employees and eligible members of an employee's family, the following insurance coverage subject to the following provision:

The City shall provide members with a Simply Blue 500 Plan as outlined in the attached benefits at a glance. The City shall comply with the hard cap provisions of PA 152. The City retains the right to change health insurance carriers or become self-insured provided the benefits remain reasonably similar to the present benefits. The parties agree that should the City receive a rate increase in excess of 10% for any contract year, the parties will meet to discuss the impact on the bargaining unit.

The City or the Union may reopen the Collective Bargaining Agreement to address the repeal of the Patient Protection and Affordable Care Act, changes in federal healthcare or actions taken by the State legislature regarding retiree healthcare issues.

The City shall have the right to utilize self-insurance, wrap around plans, and /or change carriers. Members will be given a reasonable time to review the specific changes proposed. The City reserves the right at its discretion to change healthcare benefits. Notice will be provided to the Union.

Members who elect not to participate in the City's health insurance program, shall receive \$400 per month in lieu of health insurance as long as they are enrolled in a group health insurance plan. The only time that an employee who is receiving the in lieu of payment can enroll in the health plan is during open enrollment, unless there is a qualifying event.

Section 3 - Benefits upon Retirement

Members hired prior to July 1, 2010 were eligible for retiree healthcare after 25 years of service. Those benefits were eliminated for all members effective November 1, 2014. No retiree healthcare will be provided by the City thereafter.

Retiree Healthcare Savings Plan

The City will contribute 2% of base salary to an employee's health care savings plan to assist the employee throughout their career in funding retirement health care.

A member is fifty (50) percent vested after two (2) years and one hundred (100) percent vested at three (3) years of service.

This provision will apply to all active members hired prior to July 1, 2010 and for all members of the bargaining unit effective March 1, 2015.

Section 4 - Dental Insurance

The City will pay the full monthly premium on the existing dental plan. For further explanation of benefits, please refer to your group insurance booklet.

Section 5 – Vision Insurance

The City will pay the full monthly premium on the existing optical plan. Please refer to your group insurance booklet for plan benefits.

Section 6 - Life Insurance

The City shall provide the following life insurance coverage:

(a) A \$50,000 Term Life Insurance with Accidental Death & Dismemberment for active members.

(b) A fifteen thousand dollar (\$15,000.00) Term Life Insurance shall be continued for members who retire after July 1, 1979 under the Police and Fire Retirement System.

After November 1, 1979, any member who receives disability retirement, and is eligible for Waiver of Premium benefits, would have that benefit reduced to the same amount as an active member would receive upon his retirement. The benefit would be the amount in effect at the time the disabled member attains normal retirement age.

Section 7 - Police Professional Liability

Insurance shall be provided by the City under the terms of the general liability policy.

Section 8 - Parking Expense

Members shall be reimbursed when parking expenses are incurred in connection with official police duties when parking facilities are not provided.

Section 9 - Mileage Reimbursement

If a member is directed or required to use his privately owned vehicle for any police purpose, he shall be compensated for mileage at the rate prevailing under the current mileage reimbursement policy of the City.

Section 10 - Shift Differential

A premium for working regularly scheduled hours other than the day shift shall be paid as follows:

7:00 a.m. to 7:00 p.m. – None

7:00 p.m. to 7:00 a.m. - \$.50 cents per hour

Section 11 - Shift Premium

A member called into work on his day off and assigned to the day or midnight shift, or who is required to work overtime during those shifts even if his shift began during the day shift, shall be paid the appropriate shift premium for all hours worked.

Section 12 – Changes in Benefits/Carriers

In the event the City desires to change or is required by State or Federal Law, any aspect of insurance benefits or carriers as noted in this Article, notice will be provided to the Union.

A. The City will comply with all provisions of the Patient Protection and Affordable Care Act [Public Law 111-148 of the 111th Congress, 42 U.S.C. 18001]. As such, Health Insurance Plans may be subject to change in order to remain in compliance with same and avoid penalties.

B. The City may reopen the Collective Bargaining Agreement to address the Patient Protection and Affordable Care Act issues only.

Section 13 – Flexible Spending Arrangement (FSA)

The City shall offer a Flexible Spending Arrangement (FSA) as provided by I.R.S. guidelines for members.

Section 14 - Line of Duty Disability or Death

In the event a member is killed or disabled in the line of duty the City shall continue to provide Health, Optical and Dental Insurance benefits provided to any member and/ or eligible family members shall be subject to the following:

A. Duty Death: In the event of a duty death, the surviving spouse and dependents shall be provided healthcare, under the following conditions: 1) It will cover the spouse and dependents at the time of the duty death; 2) During the period when they are eligible, the spouse and eligible dependent(s) will be provided the same health insurance and prescription drug coverage provided to active employees as may change due to mirroring; 3) A spouse or dependents will not be eligible to receive benefits under this provision if they are eligible to receive health insurance benefits under any other health insurance plan offered by another employer; 4) This benefit will cease upon the occurrence of any of the below events: a) Eligibility to participate in an another health care program that provides similar insurance to that of the active workforce. b.) Attainment of age sixty-five (65).

B. Duty Disability: In the event that a member is found to be disabled as a result of a duty disability and a disability pension is granted, the member shall be provided healthcare, for a period three (3) years under the following conditions: 1) It will cover the member, spouse and dependents at the time of the duty injury; 2) During the period when they are eligible, the spouse and eligible dependent(s) will be provided the same health insurance and prescription drug coverage provided to active employees as may change due to mirroring; 3) A member or spouse/dependents will not be eligible to receive benefits under this provision if they are eligible to receive health insurance benefits under any other health insurance plan offered by another employer; 4) This benefit will cease upon the occurrence of any of the below events: a) Eligibility to participate in an another health care program that provides similar insurance to that of the active workforce. b.) Attainment of age sixty-five (65) c.) the completion of three years. After three (3) years, the member shall be eligible to receive a monthly stipend payment equal to the payment afforded to eligible City of Lincoln Park Retirees.

Members who choose not to elect health care insurance shall be paid \$400 per month in lieu of health insurance. Members receiving this cash payment shall have the option to enroll in the City's health plan during the annual open enrollment period or due to a qualifying event for the period above only during this 3 year period.

Section 15 - Termination Benefits

(a) Severance and Layoffs

In case of layoff from the Department, a member shall receive Health and Life Insurance coverage for a period of three (3) months from the date of separation, except in cases of voluntary resignation or dismissal.

(b) Termination Allowances

Any member who terminates his/her employment prior to attainment of his/her longevity anniversary date, or other payment date due to retirement or death, shall receive the longevity allowance which would be due for the fiscal year in which termination occurs.

To be eligible for payment of any vacation time, sick time or other time accruing to said member due to resignation or retirement, a 14 day notice of separation must be provided. The member must also be available at the City's request to work up to seven (7) work days during the 14 day separation period to assist in transition in order to be eligible for payment.

(c) Benefits at Death

In the event termination is due to a member's death, said termination benefits and any compensatory time shall be paid to his/her beneficiary, heirs, or estate.

(d) Payments for Vacation Time

A member must meet eligibility definitions. Each member shall be entitled, on his/her retirement, to receive any leave or vacation time accruing to said member. On death, such accrued vacation time shall be paid to his/her beneficiaries, heirs or estate.

ARTICLE 8 - LEAVE TIME

Section 1 - Sick Leave

Sick time is not vacation and may not be used for that purpose. Sick time may only be used when the member is sick.

- A. Members will earn (accrue) eight (8) hours sick time per month. Sick time runs by fiscal year.
- B. Probationary employees will earn (accrue) sick leave at the rate of eight (8) hours for each full month paid status of employment. Sick leave will not be available until a probationary employee has worked ninety (90) days.
- C. The employer shall provide, and pay for, a short/long term disability policy for employees which will provide 365 days of disability after a ninety (90) calendar day elimination period has been met.
- D. Effective the contract year beginning July 1, 2015, each employee will be paid for all sick time in excess of 720 hours.
- E. Members who in any fiscal year use one sick day or less will receive \$300 as sick leave incentive pay.
- F. Payment for sick time in excess of 720 hours and SLIP will be paid in August by the 31st of the month.

Sick leave buy back was suspended for the duration of the 2013-2015 contract. Sick time accumulation was capped at 720 hours. Members who retire will receive 50% of their sick leave bank with a maximum payout of 360 hours. (Example: 720 hours in leave bank = 360 hours paid at retirement, 500 hours in leave bank = 250 hours paid out at retirement, if they meet the retirement definition.)

Whenever a member shall call in sick more frequently than three (3) days in a calendar year, unless good cause is shown as to why such usage is justified, then and in that event, such member may be required to provide medical certification as to all future sick leave absences for the remainder of the fiscal year, as a condition precedent to being paid for such leave. The City may choose to send the employee to a doctor of its choosing. The three (3) day requirement will not apply where the member has demonstrated a pattern of abuse or the Chief has a reasonable suspicion that the member is abusing sick time.

Whenever a member is absent due to illness for a period in excess of two (2) consecutive working days or upon good cause, said member may be required to provide medical certification as to their fitness to return to work. Such certification shall be at the member's expense and from a doctor of the member's choosing. Provided however, that where the Chief or his designee may have personal knowledge or information concerning the member's illness or injury, the requirement of medical certification may be waived by said Chief of Police or his designee.

Whenever a member uses a sick day or days in conjunction with regular scheduled days off, the Chief or his designee may require verification regarding that absence.

Whenever a member becomes ill or injured while in the employ of another employer or while the member is self employed, and such injury or illness is compensable under the Michigan Workers' Disability Compensation Act, then, and in such event, the member shall not be eligible for sick leave benefits through the City. If a member is not eligible for Workers' Compensation benefits, then in such event he shall be eligible for City sick leave benefits. It shall be the obligation of the member to immediately report any off duty employment related injuries or illnesses. Upon determination that an illness or injury is work related, the member shall assign all Workers' Compensation paid for work loss benefits to the City and shall be classified as disabled.

All members immediately upon the return from a sick leave absence shall be required to fill out a sick leave form, which shall be provided by the City. Falsification of a sick leave form shall subject the member to disciplinary action.

Extended sick leave for the purpose of this paragraph is defined as in excess of ninety (90) calendar days consecutively taken off for sick leave with a one-year cap.

Any time a member is on extended sick leave, the City may employ a physician of the City's choosing and at the City's expense to examine such member for the purpose of determining the nature of the injury or illness. If the member is under the care or

treatment of his/her own personal physician, the member may consent to the release of such medical information by his/her physician to the City.

If a member has a medical problem, which in the opinion of a qualified physician is non-rehabilitative, the disposition shall be determined in accordance with the provisions of this Agreement and the City pension system.

No probationary officer up to eighteen (18) months shall be paid for more than two (2) consecutive days of illness except on the presentation of a satisfactory medical certificate.

Section 2 - Light Duty Assignment

Patrol Officers injured on the job may be assigned light duty at the discretion of the City. Light duty shall only be available provided the employee's restrictions can be accommodated and if work exists which would accommodate the restrictions as determined by the City.

A. Light duty may be provided for members who incur an injury or illness which is work-related and who are unable to carry out regular duties subject to the limitations below and at the City's sole discretion. The work assigned to the member in any City Department will be at the City's discretion but will not be outside the Police Department.

- 1) The member has been cleared by a City Physician or the City has accepted the clearance of the Member's Physician.
- 2) A member has been off work for two (2) consecutive duty days with the same injury or illness, unless the member desires to waive the two days.
- 3) The member is capable of performing light office work, subject to the restrictions set by their physician or the City's physician.

Under no circumstances will light duty extend beyond six (6) months.

Section 3 – Vacation:

Patrol Vacation Time:

	<u>12 Hour Shifts</u>	<u>8 Hour Shifts</u>
1-5 years	96 hours	80 hours
6-14 years	144 hours	120 hours
15-19 years	192 hours	160 hours
20 and above	204 hours	168 hours

- (a) Up to two years of vacation time may be accumulated, however the member cannot use more than the yearly accrual in any one fiscal year without the City's permission.
- (b) There will be no sellback of any vacation time.

A member's annual vacation shall be divided into two (2) seasons, summer and winter. He/she shall be entitled to take no more than fifteen (15) days in any one season subject to minimum manning and at the City's discretion.

In situations where injury, illness, resignation or retirement have caused a shortage that cannot be solved by shifting personnel between shifts, the City and/or Chief has the ability to approve and/or move the schedule at its discretion. If any member's previously approved extended leave is involuntarily moved and that individual has a prepaid vacation and/or a flight, the City will reimburse the member for the rescheduling of that vacation or flight, as long as notice is provided to the City at the time the rescheduling occurs of the commitment and cost.

(c) Selections of Vacation

Vacation selections shall be based on seniority, starting with the member having the greatest Department seniority on the platoon. One (1) member may take his vacation the same period with a Command Officer unless determined otherwise by the City.

(d) Vacation Scheduling

The Commanding Officer of each platoon and/or Bureau shall post vacation schedules by February 1st of each year for the summer vacation and August 1st of each year for the winter vacation. After posting, vacations will be selected by department seniority with each member having (5) working days to make his selection of vacation period after the previous selection is made. If the member does not post his vacation within the five (5) day period, he forfeits his seniority rights. Members may leave their selection with their shift representatives if they are going to be absent. After selections are made, they shall be frozen, except by mutual consent between Officers. Vacations shall be scheduled by division. Vacation slots shall be in twenty six weekly increments. A member may take any vacation days not scheduled during the initial posting period during the course of the year provided that at least twenty (20) calendar days notice is given.

A member electing to take vacation, other than the allowed concurrent days, will make his first selection, then allow all members of the shift to make their first selection prior to making his second or subsequent selection. Selections to be made by seniority.

Vacation schedules may be modified to control overtime. The parties agree to continue to discuss this issue.

(e) Cancellations

Members shall take all leave and vacation days regularly. Any member who has his/her vacation canceled (including leave days), or any part thereof, due to an emergency, shall be paid time and one half (1-1/2) for all time worked and shall have said canceled vacation days rescheduled at a later date.

(f) Extra Days With Vacation

Members shall be permitted a maximum combination of five (5) accumulated leave days

or exchange of days with each vacation period, the same to be taken anytime during the period at the option of the member. Member's vacation period may overlap with the permission of the Commanding Officer and subject to minimum manpower requirements, but the five (5) accumulated leave days or exchange of days with each vacation period may not conflict with another member's vacation period.

(g) Absence from the City

Members on leave or vacation may absent themselves from the City or State, at their option, without written consent of their Commanding Officer, but shall keep the Department informed of their whereabouts, including address and phone number if available.

Section 4 - Bereavement

Bereavement leave shall be granted to members as follows:

(a) A member shall be granted five (5) working days off when bereavement occurs, in order to attend the funeral of:

Current Spouse	Parent	Child	Brother	Sister
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(b) A member shall be granted three (3) working days off when bereavement occurs, in order to attend the funeral of:

Father-in-law	Brother-in-law	Step Parent	Step Child
Sister-in-law	Mother-in-law	Grandparent	Nephew
Daughter-in-law	Son-in-law	Grandchild	Niece
Member of Household			

(c) A member shall be granted one (1) working day off when bereavement occurs, in order to attend the funeral of:

Current Spouse's Grandchildren	Current Spouse's Sister-in-law
Current Spouse's Brother-in-law	Aunt
Current Spouse's Grandparent	Uncle

(d) If death occurs over 250 miles away, or in an unusual hardship case, an additional two (2) days may be granted. Proof of attendance of the funeral may be required of any employee requesting bereavement leave under Sections (b) and (c).

(e) Should bereavement, as contemplated by the terms of this Agreement, occur during a period of furlough, an additional three (3) days shall be allowed such member over the above Vacation time.

NOTE: A bereavement leave day is based on either an eight (8) hour or twelve (12) hour day based on the member's assignment.

Section 5 - Personal Leave

For personal leave, each member working 12 hour shifts will receive thirty six (36) hours per year as personal time, twenty four (24) hours of which may be use as EPL. Members working 8 hour shifts will receive twenty four (24) hours per year as personal time, sixteen (16) hours of which may be used as EPL. Personal time is non-compensable and non-accumulative.

On Christmas Day and New Years Day, all personal leave time must be submitted forty-eight (48) hours prior to taking the time off. Any personal leave time sought on these occasions will be subject to minimum manpower and shall not cause overtime.

Members hired during the course of a fiscal year shall have their personal leave days prorated through the end of the fiscal year.

Section 6 - Military Leave

We recognize the National Guard and Reserve Services as essential to the strength of our Nation and the maintenance of World Peace. We, therefore, join members of the American business community in agreement that:

- 1) Our employee's job and career opportunities will not be limited or reduced because of their service in the Guard or Reserves.
- 2) Our employees will be granted leaves of absence for military training in the Guard or Reserves without sacrifice of Vacation time.

Section 7 - Family Medical Leave Act

The Family Medical Leave Act is hereby adopted by reference. The City retains the right to change or modify the policy. Notification will be provided. Notwithstanding the Federal Family and Medical Leave Act, (FMLA) which is hereby incorporated by reference into the contract, a member who takes FMLA leave to which he or she is entitled:

- 1) Shall continue to accrue seniority for promotional purposes only; and,
- 2) Must use accrued paid leave consistent with City policy.

The FMLA shall supersede any contract Articles regarding leaves of absences, including provisions regarding eligibility, length, scheduling, insurance benefits, and bumping rights upon return.

Section 8 - Administrative Leave

Any member who has been served with a Personal Protection Order shall be placed on administrative leave until his/her case has been adjudicated.

ARTICLE 9 - RULES FOR APPROVED ABSENCES AND LEAVES

- (a) No member shall change his regularly scheduled shift or leave days, nor shall any

member assume the duties of another, in order to take advantage of the time and one half (1-1/2) premium pay provided for under Article VII, Section I (c) of this Agreement.

(b) Off Duty Court Appearances

Normally, members shall not be required to attend District Court during their Vacation periods. It shall be the duty of the officer (member) to notify the Court Clerk of his Vacation period not less than seven (7) days prior to the beginning of such Vacation period.

(c) No member shall change his regularly scheduled shift or leave days, nor shall any member assume the duties of another, in order to take advantage of premium pay for any court.

(d) No member reporting for court for an off duty court appearance shall be required to perform any duties after he has testified to fulfill the six (6) hours paid, except in the event the defendant is remanded to custody, the officer shall be required to register (book) the prisoner, unless it is not his responsibility.

(e) Officers required to attend local District Courts when off duty or after regular working hours may attend court in a suit coat and tie, provided this is approved by the presiding judge.

(f) Emergency Use

A member may, in an emergency or unusual hardship, with permission, use a portion of any open Vacation period.

(g) Maternity Leave

When a member applies for maternity leave, the leave shall be regulated by her personal physician. The maternity leave of absence shall not exceed six (6) weeks after termination of pregnancy or the FMLA, whichever is greater.

(h) Final approval of a regular personal leave day, special day off, sick leave bonus day, (or a Vacation day not requested at least twenty (20) calendar days in advance) shall be subject to minimum manpower and shall not cause overtime and shall be given, at the time the request is made, or twelve (12) days before the date requested, whichever is shorter.

ARTICLE 10 - RESPONSIBILITY OF THE CITY

(a) The City, has the sole right to manage the Police Department, including the right to maintain order and efficiency, and this right may be delegated in accordance with the provisions of the City Charter and City Ordinances.

(b) The Association recognizes other rights and responsibilities belonging solely to the City, prominent among which, but by no means wholly inclusive, are the rights to determine the location and number of stations, the manner in which the stations are to

be operated, the equipment to be used, the manner in which work is to be performed and the number and type of personnel to be employed and the assignment of their duties, subject to the provisions of this Agreement.

(c) The Association recognizes the right of the City to make such reasonable Departmental orders, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order and safety and/or effective operation of the City's Police Department and to require compliance therewith by the members. The Chief of Police or his designee, will post on Department bulletin boards all modified or new Department Orders at least twenty four (24) hours in advance of the effective date, except in cases of emergency. The Association reserves the right to question the reasonableness of these rules through the grievance procedure.

(d) All Departmental Orders having continuing effect are to be issued to each Association Member as a permanent record to be maintained, by each employee, in a loose-leaf binder supplied for that purpose by the department.

ARTICLE 11- ASSOCIATION ACTIVITIES

(a) Association Business

The City may allow up to two (2) people to attend the union's once a year conference.

(b) Dues

The City shall deduct, on signed authorization by individual officers, all dues and assessments as certified by the Association and forward same to the Association Treasurer each month.

(c) Agency Shop

Any person employed with the City and covered by this Agreement, who is not a member of the Association and does not make application for membership within ninety (90) days from the effective date of this Agreement; or from the time he first became a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Association a service fee, equivalent to regular membership dues of the Association, as a contribution toward the administration of this Agreement. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notification to the City from the Association, unless otherwise notified by the Association in writing within the said thirty (30) days; and provided that the Association shall release the City from fulfilling the obligation to discharge if during the thirty (30) day period, the employee pays the membership dues or service fee retroactive to the due date and confirms his intention to pay the membership dues or service fee in accordance with this agreement.

The Union agrees to protect, save harmless and indemnify the Employer from all claims, demands, suits and other forms of liability by reason of the action taken by the Employer for the purpose of complying with this Article of the Agreement.

(d) New Applicants

Persons applying for the position of Police Officer shall be given a copy of the Agency Shop Clause.

(e) Bulletin Board

The Association shall be provided a suitable bulletin board in the Police Department Squad (Assembly) Room for the posting of Association notices or other materials.

Such board shall be identified with the name of the Association and the Association may designate persons responsible therefore.

(f) Association Meetings

The Association may schedule meetings on Police Department property. It is also agreed that representatives of the Association, if on duty, be excused to attend to Association duties, provided such meetings are not disruptive to the efficient operation of the Department, subject to approval of the Chief of Police.

ARTICLE 12 - WORKING CONDITIONS

(a) No member shall be forced to walk for more than one (1) hour at a time in weather of twenty degrees above zero or lower. No member shall be forced to walk for more than four (4) consecutive hours, nor shall any member walk alone unless equipped with direct communication with the station (portable radio). Foot patrol shall not be used for disciplinary action.

(b) In the event the City determines a layoff is necessary, layoff will be by department seniority.

(c) Subject to the discretion of Police Administration, a probationary employee who has completed one (1) year of service may be assigned to a single car "after dark". This does not in any way constitute a reduction of a probationary employee's time of probationary service. An employee shall remain on probation for a period of a minimum of eighteen (18) months as set forth herein.

(d) Police Reserve Officers who ride in police cars as a part of their continued training shall ride with a Command Officer; however, members may volunteer to take this assignment.

(e) Police Reserve Officers shall not be used as additional manpower except in an emergency or on special occasions as defined by the Emergency Manager.

(f) Police Reserve Officers shall not be permitted to wear the same uniform or similar in color, to regular officers' uniforms.

(g) Vehicle Condition

The City shall provide continuous improvement of Police Department vehicles. All

maintenance shall be done by qualified, certified State licensed mechanics and that all equipment shall be maintained in a safe condition. The parties further agree to comply with the specifications provided in the manufacturer's suggested check list.

If an officer believes the equipment he is required to work with is unsafe, he shall immediately report same to his Commanding Officer. Refusal to work with unsafe equipment shall not be grounds for discipline.

(h) Animal Complaints

Police Officers shall not be required to handle animal complaints in the normal discharge of their duties. The parties agree, however, that when Community Service Officers are not on duty, Police Officers shall handle the following:

Criminal Animal Complaints
Dog Bites

Vicious and injured animal calls shall result in the dispatching of a Police Officer when no Community Service Officer is on duty, however, at the discretion of the officer in charge at the scene, the Community Service Officer shall be called in to handle these complaints.

(i) Special Assignments

The following procedure will be used in making assignments of members, but not limited to, radar officers, school liaison officer, 6:00 P.M. to 4:00 A.M. shift, narcotics officer (DRANO) and any other assignment deemed necessary by the Department.

- 1) Proposed assignments will be posted for seventy-two (72) hours on the Association bulletin board in the assembly room.
- 2) Employees will sign the sheet to indicate their willingness to accept the assignment.
- 3) Interested members must sign the list within the seventy-two (72) hours unless on vacation, long weekends, sick leave or any other reason, in which case, allowances will be made with the mutual consent of the Chief and the Association.
- 4) After seventy-two (72) hours, each of the employees who have expressed an interest in the available position will be considered by the Chief. In making his choice the Chief will consider the Officer's qualifications for the position, and the appointment to the position shall be fulfilled by the Chief.
- 5) After a period of six (6) months, it will be the duty of the Chief to re-evaluate this assignment and once again create an opportunity for the interested members to apply for this position. It is agreed that the Chief of Police or his designee has the right to remove employees from these assignments at any time.
- 6) No member who has served in one or more of the following special assignments for

a period of three (3) years shall be eligible for another special assignment for an additional two (2) years, so long as there are qualified applicants for any available special assignment:

School Liaison, Special Operations, Community Policing, DRANO, DRATT, DARE, and Detective Patrol Officer which may be a five (5) year maximum assignment. Unless the Department determines otherwise for Detectives only. However, this shall not exceed an additional 2 years and shall only occur if one member is eligible.

Detective Patrol Officers assigned to the Special Operations Bureau (known as SCAT), for the duration of the assignment shall be paid at the rate of Detective.

Detective Patrol Officers

Detective Patrol Officers shall come from the ranks of those with five (5) years or more experience with the Lincoln Park Police Department. Detectives shall be limited to a five (5) year appointment, which may be subject to a two (2) year extension in eligibility should only one (1) eligible member apply.

However, applications for positions will be received and reviewed and considered for positions where an incumbent has more than five years in the assignment.

ARTICLE 13 - HAIRCUT RULE

The parties agree that Police Administration will make an effort to uniformly administer the rule governing haircuts. Once a year, haircut standards will be reviewed.

The Committee will consist of an Association Representative appointed by the Association, a Department Lieutenant designated by the Chief and one (1) member designated by the City Manager. Should disagreement over standards develop, a fourth member mutually agreed to by both parties will be consulted.

ARTICLE 14 - LAYOFFS

Where bona fide reasons exist, the City may lay off. In the event of a layoff, probationary officers shall be laid off first, thereafter, the members with the lowest amount of seniority. In the event of a recall, the member with the highest amount of seniority shall be called back first. It is understood and agreed that the affected individual shall be qualified to perform the work required. During said layoff period, a member's seniority shall not accumulate and no new police officer shall be hired while layoffs are in effect.

It is further understood and agreed that a laid off employee's right to recall shall continue for a period of two (2) years thereafter his seniority shall be broken.

Notice of recall shall be sent by registered mail, with a copy furnished to the Association Director, to the employee at his last address as officially recorded with the City. The

employee shall be responsible to respond to the recall notice within a period of ten (10) working days. The requirement for a ten (10) day response shall be relaxed only in the event that the employee's failure to contact the Employer is legitimately beyond his control.

ARTICLE 15 - EXAMINATIONS - PROMOTIONAL

The City shall have the sole right to determine the total number of Command Officers necessary for the efficient operation of the Department. The City shall have the right as to whether to fill a vacancy in the Command Staff.

Promotional tests shall only be given when an opening occurs. All tests given shall be validated tests.

The top twelve most senior officers will be eligible to test for sergeant. Four (4) members must complete the examination. The City will allow for two (2) emergency situations. An emergency shall be defined as an unforeseen combination of unusual circumstances which will not allow the member to be present at the exam. The Chief shall determine whether an emergency is valid and his decision shall be final.

Members wishing to take the Sergeant's examination shall submit a letter to the Chief with their intention to take the promotional test within ten (10) days of the announcement. If a member does not show up for the examination, he/she shall reimburse the City the cost of said examination, unless the reason for non-appearance is that of an emergency nature.

Eligibility List:

The City shall establish an eligibility list on all promotional examinations for a period of twelve (12) months from the date of said promotion, to include all members who passed the written examination. Should a vacancy occur during the existence of an eligibility list, which the City desires to fill, the City shall fill that vacancy from the said list.

Any member on probation or suspension for a proven unappealable disciplinary action will not be eligible for promotion.

A. Procedures for Merit Promotion Plan:

1) The Employer will make promotions within the bargaining unit from those employees who possess the general qualifications and training necessary for the position under consideration.

2) All promotions which are of a permanent nature shall be based on the following factors:

(a) They shall be on a competitive basis. Employees must be one of the top twelve most senior officers with the City of Lincoln Park.

Promotional Points:

An eligibility list will be created based upon the scores of competing candidates which shall be made up of the following:

1) Written Examination:

Each candidate will receive points on the written examination equal to the raw score points scored by the candidate on the exam. The written examination shall be a validated test obtained through EMPCO.

2) Seniority:

Each candidate will be credited with one (1) point for each full year of service. For times less than a full year of service, each candidate shall be credited with 1/12 of a point for each month.

There is no maximum credit for seniority. In the event of a tie in total aggregate scores, department seniority shall be the determining factor using March 1st as a calculation date.

3) Chiefs Evaluation Points:

Each candidate will receive points up to a maximum of ten (10) awarded by the Chief of Police based upon the following criteria (said points shall be given prior to administering the written examination):

(a) Personality Traits:

Personality traits shall be defined as those traits which are desirous in the law enforcement profession. Included in this category are friendliness, sincerity, empathy, energeticness, self-assertiveness, honesty and intelligence.

(b) Aptitude:

Aptitude shall be defined as possessing the skills and talents necessary to perform, or be trained in law enforcement functions. Aptitude traits would include firearms proficiency, operation of police vehicle and equipment, and physical coordination and dexterity.

(c) Attitude:

Attitude shall be defined as such traits as open mindedness, cooperation, ability to work effectively with citizens, fellow officers, City officials, and officials from other law enforcement agencies.

(d) Job Skills:

Job skills shall be defined as those skills necessary in performing routine and complex police tasks, such as report writing, patrol procedures, traffic law enforcement, criminal investigation, accident investigation and knowledge of City ordinances and rules and regulations.

(e) Education:

Education shall be defined as advance learning derived from approved college courses in the criminal justice field, but shall further include seminars and in-service training programs which have been taken by the officers. Consideration will be given to all officers as to this category that have indicated willingness and desire to attend technical seminars and training programs.

(f) Other Personality Traits:

Other personality traits shall be defined as those traits possessed by officers in addition to the traits indicated in Section 1 of this Article and shall include, but not limited to, initiative, leadership ability, willingness to accept responsibility and other similar traits.

Effective upon the date of this agreement, the City shall promote eligible members based on their numerical ranking on the promotional list.

Promotional Written Examination Given While On Duty:

Members eligible to participate in any Departmental examination for promotion shall not have time taken away from them for having participated in any such examination while on duty.

Probationary Period:

Promoted members shall serve a probationary period of twelve (12) months, and during this period, the member shall receive the rate of pay for the rank classification.

Revert Back

During the probationary period, the member shall have the opportunity to revert back to his former classification without prejudice.

Trial Period Pay

During the trial period, the member shall receive the minimum rate of pay for the job which he/she is performing.

Association Official Present

An Association member, designated by the Association, who is not a candidate for promotion will be present at the written tests. TESTS SHALL BE SCORED BY AN OUTSIDE AGENCY.

Special Badge

All present and future members of the Police Department who have successfully completed five (5) years of service with the Lincoln Park Police Department will be awarded a badge signifying the officer as a senior patrolman.

ARTICLE 16 - DEPARTMENTAL DISCIPLINE

(a) No member shall be discharged or otherwise disciplined except for just cause. The claim of any member that he/she has been unjustly discharged or otherwise disciplined

shall be processed as a grievance.

(b) Any time that a member is called into the station, on or off duty, for disciplinary purposes, he/she shall be entitled to request that one (1) member of the Board of Directors of the Lincoln Park Police Officers Association accompany him/her during any interview with his/her Commanding Officer or the Chief of Police.

(c) A member has the right to be confronted by his/her actual accuser. The Chief of Police cannot assume the position of the complainant in lieu of said accuser. The accused shall be advised on disposition of the case and if found innocent or dismissed, the complaint or information shall be removed from his/her service jacket.

(d) Unexcused absences are subject to disciplinary action.

(e) The City, upon written request, shall remove disciplinary records every two (2) years from date of incident from an officer's service file if the discipline imposed is less than one week and no further suspension(s) have been received in the subsequent two (2) year period.

The City, upon written request, shall remove disciplinary records every four (4) years from the date of incident from an officer's service file if the discipline imposed is less than thirty (30) days and no subsequent suspension(s) have been received by the Officer in the four (4) year period.

(f) The City, upon written request, shall remove all other complaints every three (3) years from date of incident from all files of the officers (Internal Affairs Investigations).

(g) The City's disciplinary policy shall be a progressive disciplinary system consisting of the following progressive discipline:

- 1) Corrective counseling
- 2) Oral reprimand
- 3) Written reprimand
- 4) Suspension without pay
- 5) Discharge

Corrective counseling shall consist of any counseling given by a superior officer and shall not be reduced to writing. Oral reprimand shall be given only by the Chief of Police, or his designee. All other disciplinary actions shall be a part of the officer's personnel file containing full details of the disciplinary action taken. Any other aspects of the disciplinary policy that are necessary to clarify the disciplinary process shall be negotiated by the parties.

(h) If a member is suspended by the Chief and/or his/her designee, each day of suspension(s) will be considered 8 hours. Discipline will be converted to hours rather than days.

(i) Subject to the authority of an arbitrator, if a member is suspended for cause for more than thirty working days, he/she shall not accrue fringe benefits during said period of suspension, including, but not limited to Vacation leave days, and any cash allowances, except for medical and life insurance.

ARTICLE 17 - GRIEVANCE AND ARBITRATION

(a) Every member of the bargaining unit shall have the right to present a grievance, free from coercion, interference, restraint or reprisal. The same protection shall be provided for representatives and any members giving information or testimony.

(b) Grievances shall be processed according to the following procedure:

Step 1

Any employee having a complaint shall first consult with the Grievance Committee. If the Grievance Committee determines the grievance as meritorious, they shall present the grievance to the grievant's immediate supervisor within ten (10) days of when the member knew or should have known of the event giving rise to the grievance. The Supervisor shall, within five (5) days of receipt of the grievance, submit his written response to the Grievance Committee.

Step 2

If the grievance is not resolved in the first step, the Grievance Committee shall within five (5) days of receipt of the Supervisor's disposition, request a meeting with the Chief of Police. The Chief shall meet with the Grievance Committee and then submit his written decision within five (5) days of the meeting.

Step 3

If the grievance is not resolved in Step 2, the FOPLC shall within five (5) days of the Chief's disposition, request, through the City, a pre-arbitration meeting with the Association and City's negotiator, which shall be set within thirty (30) days from the date of such request. Either side may be represented by counsel if they desire.

Step 4

If no decision can be reached, the Association may, within thirty (30) days, appeal to arbitration by giving notice to the Office of City Management of its intention to do so. The Association and the City shall attempt to agree on an impartial arbitrator; however, if no decision can be reached, the matter shall be referred to the American Arbitration Association or Federal Mediation Conciliation Service for the selection of an arbitrator under their voluntary labor arbitration rules. The expense of the arbitrator shall be shared equally by both parties.

(c) Saturday, Sunday and holidays shall not be counted in the above time limits. Time limits may be extended by mutual agreement, which shall be in writing.

(d) Either party in any step of the procedure may call a meeting to discuss the

grievance and reach a solution.

(e) Powers of the Arbitrator

The arbitrator shall limit his decisions strictly to the interpretation, application or enforcement of the specific articles and sections of the agreement, and it shall be without power or authority to make any decisions.

Section 1: Contrary to, or inconsistent with or modifying or varying in any way, the terms of this agreement or of applicable law or rules and regulations having the force and effect of law.

Section 2: Involving the reasonable exercise of discretion by the city under the provisions of this agreement, its charter, or applicable law or in any way infringe on or limit rights of the City under PA 436.

Section 3: Limiting or interfering in any way with the powers, duties or responsibilities of the City under its charter, applicable law, and rules and regulations having the force and effect of law.

Section 4: Changing, altering, or modifying any practice, policy, or rule presently or in the future established by the City as long as such practice, policy or rules does not conflict with this Agreement.

Section 5: Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rate.

Section 6: Providing agreement for the parties in those cases, where by their contract, they may have agreed that further negotiations should occur to cover the matter in dispute.

Section 7: Granting any right or relief for any period of time whatsoever prior to the effective date of this Agreement or subsequent to the date upon which this Agreement shall terminate.

(f) No Strike Clause

The parties agree that for the term of this Agreement, there shall be no lockout of the members by the Employer or strike by the members against the Employer.

(g) Association Members Rights

Each member of the Association shall be granted rights as provided herein relative to disciplinary proceeding. Such rights shall include any and all rights provided under state or federal law to citizens of the State of Michigan or United States of America.

1) Any member who is accused of violating any criminal law, city, state or federal, shall be entitled to his full rights under the State and Federal constitutions without being disciplined for exercising such rights unless specifically accepted in this Agreement.

2) The Department shall give a member at least five (5) working days notice with a copy to the Association of any disciplinary matters scheduled to be heard. Such notice shall indicate the time and place of the hearing. The City shall provide a list of all witnesses to be presented at such hearing. The Association shall provide the City with a list of all witnesses intended to be presented.

3) After a member is ordered to make any written statement in response to any alleged misconduct or possible misconduct on his part, he shall have at least twenty-four (24) hours from the time of the order in which to comply. If any member is ordered to make an oral statement, he shall comply, subject to the receipt of Miranda or Garrity warnings, or both, and shall be given a reasonable time to consult with their Association representative or legal counsel prior to making any statement. The refusal to make a statement after Garrity warnings have been given, will subject the employee to disciplinary action.

4) An Association officer, counsel or both shall have the right to be present at all disciplinary hearings at the request of the member.

5) A member shall have the right to have an Association officer and legal counsel present at the Chief's hearing for advisory purposes. Representatives of the employee may not participate in the proceeding. Throughout the disciplinary process, the member is presumed to be innocent and that presumption remains until the Department overcomes such a presumption by a preponderance of evidence.

6) All members of the Department shall have the freedom to speak in public and through any form of communication to the same extent that any citizen of the United States is afforded that privilege.

7) Members shall be permitted to engage in political activities, partisan or nonpartisan, except when on duty, while in uniform, while acting in an official capacity or in a manner which brings discredit to the Department.

8) Whenever a disciplinary penalty has been modified or set aside and the affected employee submits a claim for a partial or full reimbursement for back pay which has been ordered by the arbitrator, he shall be paid such amount determined less any amount that he may have earned while on such period of suspension or discharge.

ARTICLE 18 - MAINTENANCE OF CONDITIONS

The City shall make no unilateral changes in hours and conditions of employment contrary to the provisions of this agreement. This provision will not limit the City's rights or obligations under PA 436.

ARTICLE 19 - RULES AND REGULATION REVIEW

Departmental Rules and Regulations shall be reviewed after the signing of this

Agreement and shall be completed no later than twenty-four (24) months from the date of this Agreement. Recommendations of the Association concerning modification of the Rules and Regulations shall be made through the office of the Chief of Police to the City Manager.

ARTICLE 20 - COPY OF AGREEMENT TO MEMBERS

Copy of this Agreement shall be provided by the municipality to all members of the FOPLC.

ARTICLE 21 - SPECIAL CONFERENCES

- 1) A special conference shall be a meeting or session wherein both parties meet to discuss important matters.
- 2) Special conferences on important matters shall be arranged between the Association President and the Chief of Police or his designated representative upon request of either party. Each party shall have at least two (2) individuals present at said conference. Arrangements shall be made in writing fifteen (15) calendar days in advance, whenever possible. An agenda of the matters to be taken up shall be presented in writing at the time the conference is requested. Matters taken up at the Special Conference shall be confined to those matters on the agenda.

ARTICLE 22 - PERFORMANCE EVALUATION RATING

Each employee shall be rated by his or her immediate supervisor.

Upon completion of the rating, each member will be personally informed of their respective evaluations by the immediate supervisor who prepared the evaluations. The original copy shall be placed in the member's personnel file.

Any member who wishes to appeal his/her performance evaluation must make a written request to the Chief of Police within thirty (30) days of receiving his copy of the evaluation and must identify each trait he is appealing and cite a brief basis for appealing that rating. The matter will be heard by the Chief of Police as expeditiously as circumstances permit. Upon request, a member may have one (1) union representative present at this hearing. Performance evaluation ratings shall not be subject to the grievance procedure.

ARTICLE 23 - PENSION AND RETIREMENT BENEFITS

Defined Benefit Pension Participation:

Employee Pension administration and assets may be transferred, assigned or otherwise contracted to the Municipal Employees Retirement System (MERS) or another System or Manager. Prior to such transfer, notification will be provided to the Union and the parties will sit down to discuss the transfer.

Section 1:

(a) The COLA benefit was eliminated effective November 1, 2014.

(b) Effective July 1, 1999, upon retirement, a member shall receive a straight life annuity equal to 2.8% of his/her average compensation, multiplied by the number of years and fraction of a year of credited service, subject to a maximum of 78.4% of his/her average final compensation. This benefit is modified below.

(c) Effective June 2014, the multiplier was reduced to a 2.5% multiplier for members hired before April 2010.

Section 2: The retirement benefit effective October 1, 2015 for members hired before April 2010, will be as follows and modifies the above:

(a) A 2.0% multiplier prospectively, however, if a member, who retires, attains age fifty (50) with twenty-five or more years of service or after twenty-eight years of service regardless of age, as well as duty disability retirees and vested members who are present members of the bargaining unit who are retiring due to mandatory age restrictions who reach age sixty (60) with at least eighteen years of service time, the multiplier will revert to 2.5%.

(b) All annuities going forward will earn a maximum 4.0% annual rate of return starting with the annuity applicable to the valuation period ending on June 30, 2015. The rate paid will match that of the rate of return of the system with a 4% cap. Should the plan have a negative rate of return, no monies will be paid.

(c) Final Average Compensation is base pay and longevity.

(d) This is no ability to purchase additional years of service. This was eliminated by Emergency Manager Order dated August 20, 2014.

(e) The member's pension contribution rate is 8.18%.

Effective July 1, 2017, the employee pension contribution shall be raised by 2.5% to 10.68%.

Effective July 1, 2017 annuity accrual for employee pension contributions shall cease for all members of the bargaining unit subject to the following:

Members hired before 2009, shall be allowed to accrue twenty (20) years of credited service in their annuity. This shall occur even if a member is promoted into the COA.

Section 3 - New Hire Pension

Employees hired after the issuance of the 04/21/2010 Arbitration Award shall have the following pension benefits afforded to them in retirement.

ICMA-RC Defined Contribution Pension

Employees hired after January 1, 2009 shall be afforded the ICMA or MERS Defined Contribution Pension Plan, with the city annually contributing 7% pre-tax of the employees earned income and the employee contributing 5% of their earned income. Employees may additionally contribute up to the maximum permitted by the IRS Code and ICMA-RC regulations.

The City also reserves the right to maintain new hire employees in a Defined Benefit Plan. Should the City decide to utilize this option, or provide it as an alternative, these employees will receive a Defined Benefit Plan which is based upon retirement at age 55 with 25 years of actual service with a 2.25% multiplier with Final Average Compensation being determined based upon best five (5) of the Employee's last ten (10) years of service if they meet the requirements below. This will be a 2.0% multiplier unless the employee meets the retirement definitions set forth therein. If less than age 55 and 25 years of service, the 2.0% multiplier will apply.

Section 4: New Hires hired after January 1, 2014

(a) For all employees hired after January 1, 2014, they will receive a 2.0% multiplier in the current Defined Benefit Plan, they will not receive an Annuity refund as an option and they will not have the option to purchase years of service towards their service retirement. Pension to be computed on base salary only. No fold-ins.

Section 5: Retiree Health Care for Employees hired after the Arbitration Award of April 21, 2010 and for all Members of the bargaining unit after November 1, 2014.

All new hires as of April 21, 2010, will participate in a Medical Health Plan (individual retirement health insurance plan Health or Retirement Savings Account in lieu of City of Lincoln Park Retiree Health Insurance). It will be through MERS or ICMA. All present health insurance for retirement has been eliminated for all members.

Effective March 1, 2015, the parties agree the Employer will contribute 2% of the gross base wage in to the plan. The Employee may add an additional amount of their gross base wage if authorized by the carrier which will not be matched by the City.

This plan has a three (3) year vesting on the Employer contribution.

ARTICLE 24 - FIELD TRAINING OFFICER PROGRAM

If the City decides to implement a Field Training Program (FTO), the following will occur:

1. The two parties agree to pick a representative from each group.
2. The two representatives shall then attend a Field Training Class. The parties will then draft a policy regarding the implementation of the program.

3. Those officers chosen as FTO and certified shall be compensated at one hour per day at time and one half while assigned to field training duties.

4. Duties and responsibilities will be determined after attending field training classes.


ARTICLE 25 - DURATION

This Agreement shall be effective as of July 1, 2021 unless otherwise specified and shall remain in full force and effect until the 30th day of June 2023, and thereafter until amended or modified as provided herein.

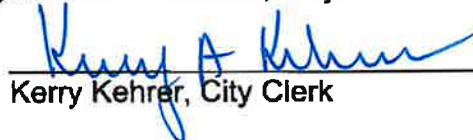
Either party may, on or after March 31, 2023, serve a notice upon the other party of its desire to amend or modify this Agreement. In such event, the parties shall commence negotiations immediately on such proposed amendments for a succeeding contract.

Executed on this 29 day of April 2021.

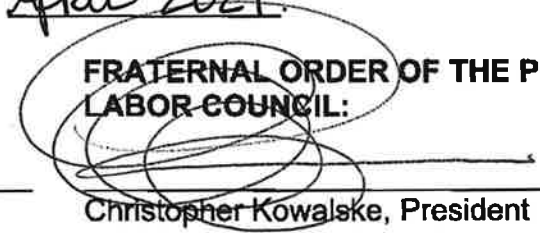
CITY OF LINCOLN PARK:


James Krizan, City Manager

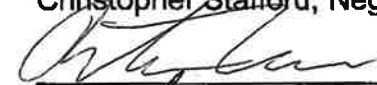

Thomas E. Karnes, Mayor


Kerry A. Kehr, City Clerk

FRATERNAL ORDER OF THE POLICE LABOR COUNCIL:


Christopher Kowalske, President


Christopher Stafford, Negotiator


Anthony Kupser, Negotiator


Scott Harding, FOPLC

Collective Bargaining Agreement One Year Extension

The City of Lincoln Park (hereinafter, "City") and the MIFOPLC (hereinafter, "Union") are parties to a Collective Bargaining Agreement which expires June 30, 2023;

WHEREAS; Presently the City and the Union are parties to a Collective Bargaining Agreement for the period of July 1, 2020 - June 30, 2023;

WHEREAS; The Parties wish to extend the terms and conditions of the Collective Bargaining Agreement for an additional one-year period;

WHEREAS; The provisions of the Collective Bargaining Agreement shall remain unchanged except for as specified below.

NOW THEREFORE, the Parties agree as follows:

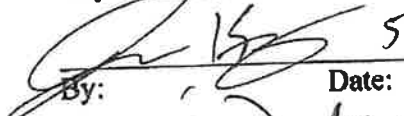

1. The current Collective Bargaining Agreement shall be extended for a period of one (1) year, which shall now expire on June 30, 2024.

2. New Wage Scale:

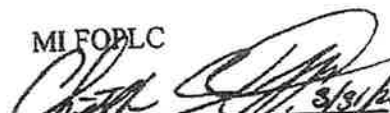
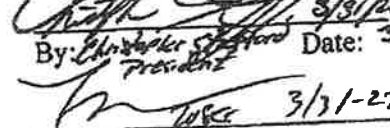
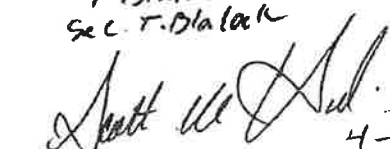
	7/1/2022	7/1/2023
Start:	\$50,459.00	\$51,720.48
6 months	\$55,557.36	\$56,946.26
1 year	\$58,990.68	\$60,465.45
2 year	\$61,383.60	\$62,918.19
3 year	\$64,000.00	\$65,600.00
4 year	\$67,883.00	\$69,580.75
Det:	\$68,908.19	\$70,630.89

3. Detective Patrol Officers shall come from the ranks of those who have completed 18 eighteen months of service or more with the City of Lincoln Park Police Department.
4. The Parties acknowledge that all other provisions of the Collective Bargaining Agreement shall remain in force and carry over until the expiration date contained in this Extension Agreement.

City of Lincoln Park

By:  Date: 5-17-22
By:  Date: 05/17/22

MIFOPLC

By:  Date: 3/31/22
By:  Date: 3/31-22
By: T. Blalock Date:
Sec. T. Blalock
 4-7-22
FOPLC