

COLLECTIVE BARGAINING AGREEMENT BETWEEN
CITY OF LINCOLN PARK

AND

LINCOLN PARK POLICE COMMAND OFFICERS ASSOCIATION



July 1, 2024 – June 30, 2027

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ARTICLE I – AGREEMENT

This Agreement is made and entered into by and between the City of Lincoln Park, a municipal corporation, hereinafter referred to as the CITY, and the Lincoln Park Police Command Officers Association, hereinafter referred to as the ASSOCIATION.

This Agreement and such supplementary agreements as may be agreed upon hereunder from time to time, together constitute a Collective Bargaining Agreement between the City and the Association, in accordance with the provisions with the Public Employment Relations Act, as amended by Public Action of 1969 (Michigan Compiled Law, Section 423.2310).

ARTICLE II – PURPOSE AND INTENT

The general purpose of this 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 Police Command Officers of the Lincoln Park Police Department.

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

ARTICLE III – RECOGNITION

The City hereby recognizes the Lincoln Park Police Command Officers Association as the sole and exclusive bargaining representative for all Sergeants and Lieutenants of the Lincoln Park Police Department for the purposes of collective bargaining, in respect to rates of pay, hours of employment and other terms and conditions of employment, both economic and non-economic for all members, as defined in the Public Employment Relations Act, (Act 379 of Public Act of 1965).

ARTICLE IV- 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.
- (c) The Association recognizes the right of the City to make such reasonable Departmental Orders, 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.
- (d) All Departmental Orders having continuing effect are to be issued to each Association Member as a permanent record to be maintained by each member in a loose-leaf binder supplied for that purpose by the Police Department.

ARTICLE V – AUTHORIZATION FOR DUES/FEES DEDUCTION

- (a) A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union and shall cease in accordance with the Union's by-laws and governing documents.
- (b) The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees on a bi-weekly basis from the pay of the employees that have authorized such deductions.
- (c) Deduction of dues/fees shall be remitted to the Union. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.
- (d) If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the employee or Union.
- (e) The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the agreement.
- (f) Unless otherwise provided in this article, all matters pertaining to a bargaining unit employee establishing or reestablishing membership in the Union, including requirements established by the Union for providing paid services to non-union bargaining unit employees, if permissible shall be governed by the internal conditions mandated by the Union pursuant to its authority under section 10(2) of the Public Employment Relations Act.

ARTICLE VI - DEFINITIONS

- (1) Charter - means the Charter, City of Lincoln Park.
- (2) Chief - means Chief of Police
- (3) City - means City of Lincoln Park
- (4) Collective Bargaining Agent - means Lincoln Park Police Command Officers Association.
- (5) Command Officer - any rank above Detective
- (6) Commanding Officer - means the highest-ranking senior officer of the Department on duty, as defined in number 23
- (7) Association - means the Lincoln Park Police Command Officers Association
- (8) Council - means Council of the City of Lincoln Park

- (9) Department - means the Lincoln Park Police Department
- (10) LPPCOA - Lincoln Park Police Command Officers Association
- (11) Member - means all Sergeants and Lieutenants who are included in the bargaining unit represented by the LPPCOA
- (12) Representative - means any elected Association official of the Lincoln Park Police Command Officers Association
- (13) Service - or Length of Service - shall include service with the Police Department of the City of Lincoln Park
- (14) 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 served in the Armed Forces on military leaves of absence from the Department shall be credited with time covering such service.
- (15) Base Rate - is to be used for computing hours of pay for payment 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) FMCS - means Federal Mediation Conciliation Service
- (18) Grievance - means a grievance presented by the Lincoln Park Police Command Officers Association
- (19) Grievance Committee - means the Executive Board of the Lincoln Park Police Command Officers Association for all purposes set forth herein
- (20) Parties - representatives of the Lincoln Park Police Command Officers Association and equal representatives of the City of Lincoln Park
- (21) The term MEMBER or OFFICER when used hereinafter shall include all male and female members represented by the Association in the bargaining unit as above defined. Gender based distinctions which are found herein are inserted for convenience only and any reference to one gender applies equally to both
- (22) Seniority by Rank - shall mean commencing from the date that the member is appointed to said rank. Where two or more members are promoted on the same date, the member highest on the eligibility list shall have the higher seniority by rank
- (23) Officer - means all Lieutenants and Sergeants
- (24) Attrition - the loss of personnel due to promotions out of the bargaining unit, due to

retirements, deaths, layoff or resignation.

(25) POLC - Police Officers Labor Council

(26) RETIREMENT – Shall mean a separation of service as defined in this Agreement.

ARTICLE VII - WAGES

Section 1 – Wages

Effective July 1, 2024, the wages for Lieutenant and Sergeant shall be:

Lieutenant	\$47.41 per hour
Detective Bureau Lieutenant	\$48.41 per hour
Sergeant	\$44.20 per hour
Detective Bureau Sergeant	\$45.20 per hour

(a) Effective July 1, 2025: 4% Increase

(b) Effective July 1, 2026: 4% Increase

Section 2 - Out of Class Pay

The City will pay out of class pay after a member is officially assigned to perform the duties of a higher rank. For purposes of this section, if any Sergeant is assigned to perform the duties of any Lieutenant, he shall be compensated at the base rate of pay of the Lieutenant's position. If a Lieutenant is assigned to perform the duties of any higher rank, he shall also be compensated at the higher rate of pay for that higher rank. Provided, however, that such "out of class pay" shall not commence until such assignment has exceeded thirty (30) calendar days.

ARTICLE VIII - HOURS OF WORK, OVERTIME, CALL BACK, STAND BY

Section 1 - Hours of Work

The Uniform Command Sergeants operate on eight (8) hour permanent shifts. This schedule is referred to as a 6-2 schedule (rotating days off) with every fifth and sixth weekends being three (3) day weekends.

Days	7:00 a.m. – 3:00 p.m.
Afternoons	3:00 p.m. – 11:00 p.m.
Midnights	11:00 p.m. – 7:00 a.m.

Effective October 1, 2011, Uniform Command Sergeants will operate on a twelve-hour schedule with two shifts and four platoons.

(a) A daily tour of duty for Uniform Sergeants shall consist of a period of twelve (12) consecutive hours.

(1) Day Shift - Platoons A/C - (4) Uniform Patrol Sergeants 7:00 a.m. - 7:00 p.m.

(2) Midnight Shift-Platoons B/D - (4) Uniform Patrol Sergeants 7:00 p.m. - 7:00 a.m.

The twelve (12) hour schedule for each platoon Uniform Sergeant will be; WORK 2 - OFF 2, WORK 3 - OFF 2, WORK 2 - OFF 3. Each Uniform Sergeant will have every other weekend off and will work seven (7) out of fourteen (14) days within a two week pay period totaling 84 hours.

For compensation of the additional four (4) hours worked in each pay period, each Uniform Sergeant will be granted twelve (12) ADO's (Additional Days Off) per fiscal year. This is done in lieu of receiving monetary compensation for the additional hours worked.

The Uniform Sergeants will be able to use these twelve (12) ADO's during any time throughout the fiscal year provided there is sufficient manpower to do so. Uniform Sergeants may not create overtime by using ADO's unless it is approved by the Chief or his designee. Additional Days Off are non-compensable, except for the instance listed below.

In the event a uniform Sergeant is off on extended illness/injury which prevents another member from using their ADO's, the Chief or his designee will grant ADO's to the affected member even if it creates overtime or pay the affected member for the ADO's not used. In this situation, the remaining ADO's from the affected member may be converted into Compensatory Time provided the 80-hour cap is not reached. Only one Uniform Sergeant on a platoon at a time will be granted an ADO unless given permission by the Chief or his designee. Should an ADO selected by a member be canceled by the Chief or his designee, the affected member will have the canceled ADO returned to him. In addition, if the ADO is cancelled within a 7-day period, the member will be paid at time and one half for that day.

In a daily tour of duty, all members will be allowed forty-five (45) minutes for a lunch break. All efforts shall be made to accommodate a member's lunch break, but in the instance, it cannot be accommodated, overtime pay will not be granted. In consideration for the above, each of the eight (8) Uniform Sergeants will receive one ADO on July 1st of each year. This one Additional Day Off cannot be cashed out or carried over from year to year. This day will only be used as a day off manpower permitting.

Effective 1/1/15, the City reserves the right to establish either eight (8) or twelve (12) hour shifts at its discretion. ADO's may be eliminated and replaced with straight time pay at the City's discretion.

- (b) Special Operations Section - Any consecutive 8 hours between the hours of 6:00 p.m. to 4:00 a.m.
- (c) Detective Shift - Any consecutive 8 hours between the 8:00 a.m. to 9:00 p.m.

With permission from the Chief, flexible hours may be determined by the Detective Bureau Lieutenant or his designee for the Special Operations Section and Detective Shift. Each platoon will have at least one command officer working at all times.

Through mutual consent of the Administration and the Association, members of Special Operations, Traffic Safety and the Detective Bureau will have two (2) consecutive days off with the exception of every other shift change, where on the first shift change he will have one (1) day off, but on the next shift change he will have three (3) days off in one week to compensate for the day lost.

- (d) Roll Call - All members of the uniform platoons and detective bureau shall stand roll call fifteen (15) minutes prior to the start of their shifts. Highest ranking Command Officer to hold roll calls. In consideration of roll call duties employees shall receive (48) hours of command bonus time off credited on January 1st of each calendar year to be used by December 31st. Employees shall not be eligible to take a command bonus day if it creates overtime. Under no circumstances shall this

time accumulate. It must be used by completion of the year.

- (e) Shift Rotation - No member shall involuntarily work more than two (2) consecutive months on any one shift nor more than three (3) consecutive months on any combined shifts in an attempt to exclude him from the day shift. Command Officers will go on permanent shifts at a time and date mutually agreed by the parties (See Article XXXV).
- (f) Exchanging Shifts or Days Off - Members shall be allowed to exchange shifts and days off with approval of ranking officers.
- (g) The City shall be permitted to switch the less senior qualified member to work another shift due to a vacancy that exceeds thirty (30) days. The City will ask for qualified volunteers to move first.

FORESEEABLE SHIFT SHORTAGE IN EXCESS OF 24 HOURS

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

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. Such excess period must follow the members regularly scheduled daily tour of duty.
- (b) All overtime shall be paid at the rate of one and one half (1-1/2) times for all time worked in excess of such daily tour plus applicable shift differential. Any overtime worked up to midnight Sunday and submitted no later than 9:00 am Monday morning of pay week, shall be paid in that pay period. All overtime worked shall be turned in within fifteen (15) calendar days of the date worked. Failure to do so will result in overtime being paid in the following pay period.
- (c) On completion of any overtime period worked, a member may indicate to the record officer in charge whether he elects to be paid for such overtime or place in book time; whereupon the record officer in charge shall enter the member's election in the records provided if they are eligible to do so under the criteria below.

Command Officers shall be allowed to place their overtime hours earned at one and one half (1-1/2) times in their Compensatory Time Bank. Command Officers may also place their vacation time in this bank. 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.

- (d) Command Officers shall be granted the opportunity to select all extra days off at least five (5) days prior to non-command officer personnel.
- (e) When a Command Officer shortage arises among uniformed Command personnel, it shall be filled by a Uniform Command Officer. When a Command Officer shortage arises among non-uniformed personnel, it shall be filled by a non-uniformed Officer.

- (f) Overtime shall be offered on a rotating basis to a member with the least amount of accumulated overtime commencing with the member with the greatest seniority on the shift, in their platoon, division or bureau. In the event the overtime assignment cannot be filled within the shift, members beginning with the off going shift, with the least amount of accumulated overtime within their platoon, division or bureau shall be eligible to work.
- (g) If the overtime assignment cannot be filled by choice, a member with the least amount of seniority as a Command Officer shall be ordered to work.
- (h) If there is a member on furlough, sick leave, SDO, EPL, RPL, ADO or bereavement in conjunction with a member's day off, he will not be called in the event of a shift shortage.

Section 3 - Overtime Recording

- (a) A duplicate overtime slip shall be placed in the overtime book, along with a list of members who were contacted and refused, to be recorded by an Association Official.
- (b) Overtime hours worked shall be recorded in the book with BLACK ink. Overtime hours refused shall be chargeable and recorded in RED ink.
- (c) Each year on July 1st, and annually thereafter, member's accumulated overtime shall be reverted to ZERO (0) in the Association Overtime Book.
- (d) The City may replace with an Electronic Recording System.

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 travel time up to ten minutes from such residence and/or location at which a member may be contacted for return to duty for any police purpose.

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 (1) 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 not be defined as including off duty court appearances (see Article XI). 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) or (12) twelve 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 shall be paid. On being called to duty while on stand-by 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.

An employee assigned to the Detective Bureau on standby for the weekend (hours from 4:00 pm Friday to 8:00 am Monday) shall receive 4 hours straight time pay while on standby status. In addition, when called in, overtime shall be paid in accordance with the overtime provision as stated in

Article VIII, Section 2 and Section 4.

ARTICLE IX - MEDICAL EXAMINATIONS

Section 1

The City may, upon good cause being shown, request any Command 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 Command 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.

Section 2

Should any member, after a physical, psychological or psychiatric examination, be found physically or mentally unfit to perform the normal duties of a Command 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 Command 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.

Section 3

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 Command 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.

ARTICLE X - SICK LEAVE USAGE POLICY

It is the joint goal of the City and the Lincoln Park Police Command Officers Association to eliminate any and all unauthorized or unnecessary sick leave among members and to prevent any abuses of the sick leave program. In order to provide a viable policy as to the use of sick leave, the parties have agreed on certain guidelines.

Sick time is not vacation and may not be used for that purpose.

Section 1

Each employee shall earn a sick day per month whether the member is working or on any type of approved medical or FMLA leave. Sick time runs by fiscal year.

Effective July 1, 2011, members may have a maximum accumulation of 720 hours of sick time.

Sergeants shall earn twelve (12) hours of sick time per month. Lieutenants shall earn eight (8) hours of sick time per month.

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. Employees shall receive 66-2/3% of monthly base wage not to exceed a monthly maximum of \$5000. The Employer shall provide the Union with a copy of the valid policy.

Section 2

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.

Section 3

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. Until a determination is made that the injury or illness is work related by the bureau of Workers' Disability Compensation, the member's sick leave request shall be honored. 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.

Section 4

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.

Section 5

Extended sick leave for the purposes of this paragraph is defined as in excess of sixty (60) calendar days consecutively taken off for sick leave. 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 own personal physician, the member may consent to the release of such medical information by his physician to the City.

Section 6

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.

Section 7

Command Officers may be assigned light duty in accordance with the attending physician's restrictions

as determined by the City. Depending upon the type of duty and shift assigned, officers assigned to light duty, may wear a shirt, tie and dress slacks in lieu of a uniform. The decision as to uniform or plain clothes shall be determined by the administration prior to an officer's return to work. To accommodate therapy the following is agreed to:

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.

Officers at their own choosing may remain on their respective shifts and attend therapy in conjunction with their workday.

Officers may choose an alternative shift such as days and attend therapy while on duty with the Chief's approval.

If an officer remains on his shift and attends therapy, he shall be credited with time spent at therapy as part of his workday. Officers must bring documentation as proof of attendance at therapy. If therapy is required by the doctors to expedite the member's return to work, and he refuses to attend, the member may be subject to department discipline.

No compensatory time will be paid for therapy sessions.

Light duty shall only be considered a regularly scheduled workday and attendance is mandatory. Leave time may be taken by a member if needed.

Section 8

For officers injured on the job, if determined to be a work-related injury, the City will compensate the difference between Workers Compensation and the base salary for a period of one year without loss of time. All employees must meet and cooperate with the requirements as set forth by the Workers Compensation Administrator. Employees must comply with all directives and orders of medical personnel, institutions or facilities.

Section 9

Sick leave sellback was eliminated for the duration of the 2013 – 2015 contract.

Sick time accumulation is capped at 720 hours.

Effective with the contract year beginning July 1, 2015, members will be paid for all sick time in excess of 720 hours. This payment shall be paid on a separate check. Members who retire and meet the retirement definition as defined herein, will receive 50% of their sick leave bank with a maximum pay out of 360 hours.

Section 10

Members who in any fiscal year use one sick day or less will receive \$300 as sick leave incentive pay.

ARTICLE XI - COURT DUTY

Section 1 - Off Duty Court Attendance

(a) It shall be the duty of the member to notify the Court Clerk of his vacation period not less than seven (7) days prior to the beginning of such vacation period, unless in cases of extreme emergency.

- (b) 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 duties.
- (c) 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 member when necessary shall be required to register (book) the prisoner.
- (d) Officers required to attend local District Courts when off duty or after regular working hours may attend court in a uniform or suit coat and tie (provided this is approved by the presiding judge).
- (e) 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 in Section 2, hereof.
- (f) If a member has out of city court which causes a shift shortage of command, 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 to work for no more than four hours.

In the event, a mid-night command officer has court, which prevents them from ascertaining eight (8) hours off before the start of their shift (7:00 p.m. – 7:00 a.m.), the lowest eligible member/Sergeant from the previous shift will be ordered to work for no more than four (4) hours.

Section 2 - Afternoon Shift Court Appearance

A member appearing in court within three hours of his afternoon work schedule shall receive time and one half up to his regular (afternoon) work schedule.

Section 3 - Additional Court Fees Received

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

Members, other than Detectives, shall be entitled to out of pocket expense 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 ½) for one (1) hour. If he exceeds one hour, he shall receive the rate of pay as provided in Section 1 (e) of this Article.

ARTICLE XII - COMPENSATED FRINGE BENEFITS

Section 1 – Holidays

- (a) Effective July 1, 2024, members of the bargaining unit shall receive payment at a rate of one and one-half times (1-1/2) for time worked on the actual holidays listed below:

Christmas Day	Independence Day
New Year’s Day	Labor Day

Thanksgiving Day
Day after Thanksgiving
President's Day
New Year's Eve
Juneteenth

Memorial Day
Martin Luther King Jr.
Christmas Eve
Veteran's Day
Good Friday

(b) Should any of the above holidays fall on a member's regular work day, the command officer may take the day off as a holiday without loss of accrued time or without additional compensation with the following stipulation:

At least one command officer shall work the scheduled shift. The taking of the day shall be approved by the chief or his designee and cannot cause a shortage.

Section 2 - Gun Allowance

Each member shall be paid an allowance of four percent (4%) of his base pay for carrying his service revolver or other Departmental authorized weapon while not on active duty. The gun allowance shall be paid with the last pay of October each year on a separate check.

Section 3 - Longevity

Members shall receive the following annual longevity payments, based on the member's date of employment with the City:

Sergeant	Lieutenant
\$700.00	\$750.00

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

Newly promoted members from the Patrol Bargaining Unit who were not eligible for longevity shall not have longevity upon promotion as stated above.

Section 4 – Breathalyzer

The City shall provide each bargaining unit member certified on the breathalyzer, a payment of \$400 annually to be paid in the month of February by the 28th of the month.

ARTICLE XIII – FRINGE BENEFITS

Section 1 - 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. Effective January 1, 2026, the city shall no longer offer the Simply Blue PPO 500 as a base plan offering. The base plan options shall include the BCBS Simply Blue HSA PPO and BCN HMO. The plan year will change from fiscal year (July – June) to calendar year (January – December).

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.

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.

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.

Section 2 - 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.

The Parties agree that should the City provide a benefit including a stipend program or offer another health care program for employees who were eligible for retirement health care before 2014, this benefit shall also be offered to members of this bargaining unit.

Retiree Healthcare Savings Plan

The City will contribute 2.5% 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 3 - Dental Insurance

The City will pay the full monthly premium on the existing dental plan. For further explanation of benefits, please refer to your Benefits-at-a-Glance.

Section 4 – Vision Insurance

The City will pay the full monthly premium on the existing optical plan. Please refer to your Benefits-at-a-Glance.

Section 5 - 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 6 - Police Professional Liability

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

Section 7 - Parking Expense

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

Section 8- 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 9 - Shift Differential

A premium for working regularly scheduled shifts 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

Twilight shift (6:00 p.m. to 4:00 a.m.) - \$.50 cents per hour

Section 10 - 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 11 – 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.

Language for Health Care Reform:

- (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 12 – Flexible Spending Arrangement (FSA)

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

Section 13 - 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 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 and 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.

ARTICLE XIV- PENSION

Defined Benefit Pension Participation:

Employee Pension administration and assets may be transferred, assigned or otherwise contracted to the Municipal Employees Retirement System (MERS). 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 benefits effective November 1, 2014 for members hired before April 2010, will be as follows and modifies the above:

- (a) A 2.0% multiplier prospectively, however, if the member meets the retirement definition, of attainment of 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) Annuity withdrawal for member contributions ceased July 1, 2017 except as referenced herein. Members hired before 2009 shall be allowed to accrue twenty (20) years of credited service in their annuity. Members hired after July 1, 2014 were not eligible for annuity withdrawal. All other provisions remain the same.

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, longevity and gun allowance.
- (d) Effective August 20, 2014, there is no ability to purchase additional years of service.

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.

- (a) 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.
- (b) 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.

- (c) Pension Contributions
The member's pension contribution rate is 8.18%.

- (1) Effective July 1, 2017 the employee pension contribution shall be raised by 1% to 9.18%.
- (2) Effective July 1, 2018 the employee pension contribution shall be raised by 1% to 10.18%.

- (d) New retirees shall receive a partial retirement payment as deemed by the Retirement Commission until the actuarial costs are returned and regular pension checks are received, so as not to disrupt the retiree's pay schedule.

The Police & Fire Retirement Commission shall provide all members with an annual update of assets and liabilities unless transferred to MERS.

- (e) Members may keep their departmental issued gun upon retirement; providing the member has carried his gun for at least five (5) years and the member already has been issued a departmental gun.

(f) Parties recognize patrol unit new hires after April 21, 2010 were given a defined contribution (DC) or a reduced defined benefit pension as indicated in the patrol collective bargaining agreement. When the patrol officers hired after April 21, 2010 become eligible and are promoted to the command unit, their pensions shall be the same DC plan or reduced DB plan whichever they had as a patrol officer.

ARTICLE XV - LEAVE TIME

Section 1 – Vacation

Each member shall be entitled to vacation days as indicated below. A member's annual vacation shall be provided in two (2) seasons. The summer vacation period shall be April 1st to September 30th. The winter vacation period shall be October 1st to March 31st. Each member shall be entitled to take eighty (80) hours in any one season, regular leave days not to be counted as vacation days.

Effective October 1, 2011, all vacation days will be converted into hours, based upon an eight (8) hour day. When vacation time is taken, it will be based upon the members assignment, (i.e. 12-hour shifts = 12 hours and 8-hour shifts = 8 hours).

8 Hour Shifts/12 Hour Shifts

Lieutenants		Sergeants	
1-5 years	80 hours	1-5 years	96 hours
6-14 years	120 hours	6-14 years	144 hours
15-19 years	160 hours	15-19 years	192 hours
20 and above	168 hours	20 and above	204 hours

Effective July 1, 1996, the vacation period shall be from October 1st to September 30th.

There is no vacation time sellback.

Section 2 - Vacation Schedules

Each year shall be divided into two (2) vacation periods. A member shall not overlap into another member's period unless it is vacant or with the consent of another member who has chosen that period.

Section 3 - Absence from the City

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

Section 4 - Selection of Vacation Time

Vacation selection shall be based on seniority, starting with the member having the greatest seniority by their rank on the platoon, division or bureau. One member may take his vacation the same period with a Patrolman or Detective. If all Detectives become Command Officers, two Command Officers in the Detective Bureau may be permitted to be off at the same time.

Section 5 - Trading Vacation Time

Members shall be permitted to trade their vacation period with another member on the same platoon, division or bureau.

Section 6 - Cancellation

Members shall take all leave and vacation dates regularly. Any member who has his 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.

Section 7 - Extra Days with Vacation

Members shall be permitted all extra leave days or exchange of days with each vacation period, the same to be taken any time during the period at the option of the member, with Chief’s permission. 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.

Section 8 - Extra Leave Days

Open Vacation Period: A member may, with permission, use a portion of any open vacation period.

Section 9

Active employees will be allowed to retain a maximum of 2 years of accumulated vacation time.

Section 10 - Bereavement

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

Current Spouse	Child	Parents	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:

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

(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 Brother-in-law
Current Spouse’s Sister-in-law	Uncle Aunt

(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 at 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 amount of time consistent with the above schedule shall be allowed such member over the above vacation time.

Section 11 - 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 used 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.

Section 12 - Military Leave

Any member of the Lincoln Park Police Command Officers Association who is a member of the National Guard or a reserve component of the armed forces of the United States, shall be entitled to a temporary military leave of absence when ordered to active duty training or inactive duty training. A temporary military leave of absence for such purpose shall be with pay equivalent to the difference between the member's military pay and his regular City salary for each day of absence from scheduled City employment if the military pay is less for those same days. Such leave shall not exceed ten (10) calendar days. Continuous City service shall be allowed for the period of temporary military leave of absence.

The person requesting such temporary military leave shall provide the City with reasonable notice thereof, so as to allow sufficient time for rescheduling of personnel, and shall follow the following procedures:

- (a) Requests for temporary military leaves shall include the inclusive dates of leave.
- (b) A copy of the military document ordering such person to report for training shall be submitted with the request if it is available; if not, it shall be submitted as soon as it is received.
- (c) Immediately following return to duty from temporary military leave, such person must submit a statement of earnings secured from the military paymaster which includes basic gross daily rate of military pay.
- (d) Such person need not submit a statement of earnings from the military leave of absence without pay or has elected to use annual leave credits to cover the entire period of leave.
- (e) Adjustments in compensation will be reflected in such person's paycheck following receipt of statement of earnings from the military paymaster. Such military statement of earnings shall be submitted to the City immediately upon receipt.

Section 13 - 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.

Section 14 - Family Medical Leave Act

The Family Medical Leave policy adopted by Mayor and Council is hereby incorporated into this agreement by reference and may be updated by the City.

Section 15 - Calculation of Service

For the purpose of calculation of service, ten (10) or more working days of service in any one month shall constitute one (1) month service and ten (10) or more months of service in any one year shall constitute one (1) year of credited service for benefit allowances, but in no event shall credit be given for more than one (1) year of service.

ARTICLE XVI - TERMINATION BENEFITS

Section 1 - Layoffs

In case of layoff from the Department, a member shall receive his health, life, dental and optical insurance for a period of three (3) months from the date of his layoff, if permitted by the insurance carrier.

Section 2 - Benefits at Death

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

Section 3 - Payment of Accumulated Time

Each member shall be entitled on retirement, to receive payment for any compensatory time or vacation time accruing to each member at time of termination subject to the restriction below. On death, such accrued vacation time shall be paid to his beneficiary, heirs or estate.

If the employee is eligible for retirement as defined herein and retires from the City, the employer shall pay for 50% of all sick time in the employee's sick bank not to be applied to FAC as long as a 14-day notice of separation has been provided. At the City's request, the member must also be available on two (2) workdays prior to his/her separation date to assist in transition to be eligible for payment.

No more than 480 hours will be paid under this provision.

ARTICLE XVII - DISCIPLINE AND DISCHARGE

Disciplinary action shall be defined as any action taken by the Department against a member for misconduct, including violations of provisions in this contract prescribing misconduct. Disciplinary action may consist of the following:

- A. Corrective counseling
- B. Oral reprimand
- C. Written reprimand
- D. Suspension without pay
- E. Discharge

The term "disciplinary action" shall further be defined as any action which would result in a loss of wages, fringe benefits, seniority, or a lowering in rank or change in classification.

If a member is suspended for twenty working days or more, no benefits shall accumulate during the entire suspension period other than medical and life insurance benefits.

Regardless of how or why, should a suspension be canceled or withdrawn, the member will be reimbursed retroactively for benefits lost as a result of the suspension.

The City agrees that corrective counseling shall consist of any counseling given by a superior officer and shall not be reduced to writing. Oral reprimands shall be given only by the Chief of Police, or his designee, and a record will be maintained only as to the fact that an oral reprimand was given. Disciplinary actions, except for corrective counseling, shall be part of the Officer's personnel file.

ARTICLE XVIII - DISCIPLINE PROCEDURE

- (a) No member shall be discharged or otherwise disciplined except for just cause. The claim of any member that he 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 shall be entitled to request that one member of the Board of Directors of the Lincoln Park Police Command Officer Association accompany him during any interview with his Commanding Officer, Chief of Police, or his designee.
- (c) A member has the right to be confronted by his actual accuser. The Chief of Police or his designee 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 service jacket.
- (d) Any member served with a Personal Protection Order (PPO) shall be placed on paid administrative leave until their hearing.
- (e) Unexcused absences are subject to disciplinary action.
- (f) In no event shall any penalty be increased from that rendered in the original hearing.
- (g) Every appeal shall be a total review of guilt or innocence as well as severity of penalty.

ARTICLE XIX - MEMBERS RIGHTS

- (a) The employer guarantees due process of law including the Garrity and Miranda Warnings.
- (b) The Association has the right to provide a representative at the request of the member or members during all administrative and investigative proceedings when the investigated officer must be present.
- (c) An Association member shall not be prohibited from speaking publicly through any form of communication, provided it is not detrimental to the Department or City.
- (d) Neither the home address nor photograph of any member suspected of wrongdoing shall be given to the press or the news media without the written consent of the member.

ARTICLE XX- GRIEVANCE AND ARBITRATION

- (a) Every member of the Association shall have the right to present his grievance, free from coercion, interference, restraint or reprisal. The same protection shall be provided for representatives, witnesses and any members giving information or testimony.
- (b) The Grievance Committee shall consist of the Association Board of Directors. Any three (3) shall be empowered to act as grievance committee.
- (c) Grievances shall be processed according to the following procedure:

- (1) Members shall notify their grievance committee of a grievance and member shall reduce the same to writing on a grievance form.
 - (2) Grievances affecting a large number of members may be treated as policy grievances and entered at Step 6 of the Grievance Procedure by the Association.
 - (3) The Grievance Committee shall determine if the grievance is meritorious. The Grievance Committee shall present such grievance to the appropriate level command within ten (10) days of said occurrence.
 - (4) The appropriate level of command affected shall act on the grievance so submitted within five (5) days.
 - (5) The Grievance Committee, if not satisfied with the action taken, shall then present said grievance to the next highest step in the chain of command of the Department within five (5) days.
 - (6) The Chief of Police shall have five (5) days to respond to the grievance.
 - (7) If the Association is not satisfied with the decision of the Chief of Police, a pre-arbitration meeting between the Association and the City's Negotiator shall be set up within thirty (30) days. (Either side may be represented by counsel if they desire)
 - (8) If no decision can be reached within thirty (30) days of the meeting in Step 7, the Association may appeal to arbitration by giving notice to the City 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 F.M.C.S. for the selection of an arbitrator under their voluntary labor arbitration rules. The expenses of the arbitration shall be paid by the losing party. No arbitrator can make a decision contrary to PA 436.
 - (9) Saturday, Sunday and holidays shall not be counted in the above time limits.
 - (10) Either party at any step of the procedure may call a meeting to discuss the grievance and reach a solution.
 - (11) Except for criminal offenses which could be charged as misdemeanors or felonies, cowardice, dereliction of duty and incompetency, no administrative punishment shall occur until all appeal processes through arbitration are exhausted.
 - (12) The Association and the City will use their best efforts to select a roster of three (3) permanent umpires who shall serve on a rotating basis to resolve all grievances which are taken to arbitration. Should the parties not be able to mutually select a roster of permanent umpires, the arbitration selection procedures of Section 8 shall apply.
- (d) No Strike Clause - The parties agree that for the term of this Agreement there shall be no lockout of the members by the Employer nor strike by the members against the Employer.

ARTICLE XXI - ASSOCIATION ACTIVITIES

- (a) Elected officers of the Association shall be afforded reasonable time during regular working hours without loss of pay or lieu of time, to fulfill their Association responsibilities, including negotiations with the City or Commission, processing of grievances and administration and enforcement of this Agreement. It is also agreed that the president, vice president, or representative, to a maximum of two, if on duty, be excused for monthly local membership or board meetings.
- (b) Two (2) Association Officers shall be permitted paid time off to attend the annual Labor conference, manpower permitting.
- (c) Association officers shall be permitted to discuss Association business with members during duty hours.
- (d) The Association President shall be given super seniority for the purposes of layoffs, demotions, and shift selections.

ARTICLE XXII - SPECIAL CONFERENCE

A special conference shall be a meeting or session wherein both parties meet to discuss important matters.

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 five (5) 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 listed on the agenda.

ARTICLE XXIII - SPECIAL ASSIGNMENTS

Section 1

The following procedure will be used in the special assignment of members but not limited to radar officers, school liaison officers, narcotics officers (DRANO), and Special Operation Section.

- (1) Proposed assignments will be posted for seventy-two (72) hours on the roll call board.
- (2) Members will sign the sheet to indicate their willingness to accept the assignment.
- (3) Interested members must sign the list within 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 members who have expressed an interest in the available position will be considered by the Chief. The Chief shall interview all applicants and in the making of his choice, the Chief will consider the member'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 members from these assignments at any time.
- (6) The department at its sole discretion shall have the ability to assign a sergeant to serve as full time Training Officer FTO Sergeant. The FTO Sergeant shall be eligible for one and one-half (1 ½) hours of overtime pay for actual days in which he serves as the FTO Training Officer.

Section 2 - Special Assignment Overtime

If at any time Special Assignment Overtime 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:

- (1) Special overtime assignments shall be equally divided. Each particular overtime assignment shall be evaluated by the administration to determine its specific goals and needs, and distribution made accordingly.
- (2) The said number of hours shall be equally divided among job classification. 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.
- (3) Special Assignment Overtime shall only apply to a planned type of overtime at time and one half (1 ½).
- (4) Upon determining the need for special assignment overtime, the Chief or his designee, shall post a notice on the roll call board advising members of such overtime.

ARTICLE XXIV - LAYOFFS

NOTE: Demoted in rank in this Article does not refer to demotions for disciplinary reasons.

Section 1

In the event the City determines a layoff is necessary, the City will notify, and within five (5) days will establish a meeting with the Lincoln Park Command Officers Association to review the reasons for the cutback, and attempt to agree to a procedure to accomplish the objectives.

Section 2

In the event layoffs result in demotions, they shall be made among all members according to the least seniority in rank.

- (a) The last member promoted to Lieutenant shall be the first member reduced to former rank.
- (b) The last member promoted to Sergeant shall be the first member reduced to former rank.

Section 3

Members with the most seniority in rank shall be recalled first.

Section 4

When a member is recalled, it shall be no lower than their former rank. The recall shall be automatic and not through the promotional procedure.

Section 5

If a vacancy in rank occurs, which the City desires to fill, demoted or laid off members shall be recalled.

Section 6

Notice of recall shall be sent by registered mail, with a copy furnished to the Lincoln Park Command Officers Board of Directors, to the member at his last address as officially recorded by the City. The member shall be responsible to respond to the recall notice within a period of ten (10) working days, excluding holidays and weekends. Failure to respond timely under this Article may cause forfeiture of his right to recall.

ARTICLE XXV - PROMOTIONS

Section 1

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 sole 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 City may appoint a Deputy Chief at its discretion who is outside the bargaining unit. The Deputy Chief may work Selective Enforcement Traffic or Street Crimes Area Team overtime.

Section 2 - 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 Commission 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.

Section 3 - Basis of Promotion

Promotions within the bargaining unit shall be made on the basis of seniority, competitive examination, oral interview and work performance.

The member scoring highest on the combined phases shall be promoted to the position.

Promotional System

(a) Program Objectives - This promotion plan is designed to:

(1) Provide an effective, fair method of selecting employees for promotion.

(2) To provide the department a choice from among the best qualified candidates and assure effective utilization of employees.

- (3) Ensure the consideration as given to each qualified applicant who indicates interest without regard to personal favoritism or consideration of race, color, religion, sex, age or national origin.
 - (4) Establish procedure for the evaluation of candidates for promotion.
 - (5) Provide incentive for self improvement of employees.
 - (6) Establish clear procedures for operation of the promotional plan.
- (b) 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:
 - i. They shall be on a competitive basis. Employees must have a minimum five (5) years as a Police Officer with the City of Lincoln Park.

Section 4 - Promotional Points

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

- (a) 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.
- (b) 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.

- (c) Chief's Evaluation Points - Each candidate will receive points up to a maximum of fifteen (15) 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.

Section 5 - 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.

Section 6 - Eligibility Promotion

All Sergeants who have completed their probationary period shall be eligible to take an examination for the rank of Lieutenant.

Any member on probation or suspension fifteen (15) days or longer for a proven, unappealable disciplinary action will not be eligible for promotion until such probation and suspension is completed. Provided, however, should a member appeal the disciplinary action and it be found that the charges were true, said members shall be removed from the eligibility list or position as the case may be.

Section 7 - Association Official Present

An Association member, designated by the Association, who is not a candidate for promotion can be present at the written examination and distribution of points.

Section 8 - 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.

Section 9 - Revert Back

During the twelve (12) month probationary period, the member shall have the opportunity to revert back to his former classification without prejudice. If the member should fail his/her probationary period, they shall be reverted back no lower than their former classification.

In the event the member decides to revert back to his former classification, he will be placed back on the eligibility list from which he was promoted in his original position. If the member has failed his probationary period, he will be eliminated from the list.

Section 10 - Lateral Transfers

Lateral transfers within the Department may be made by members; seniority in rank shall prevail, upon

their written request and with approval of the Chief of Police.

Section 11 - Appointments

If a member is appointed to Chief or Deputy Chief, the member shall have the opportunity to revert back to his former classification without prejudice. Further, if the member be reverted back by the City, the member shall be reverted back to his former classification.

ARTICLE XXVI – VEHICLE CONDITION

The City shall maintain police vehicles in proper appearance and a safe mechanical condition. If a member believes that the equipment, he is required to work with is unsafe, he can refuse to work with said unsafe equipment, and remove it from service until such time unsafe condition is corrected. Refusal to work with unsafe equipment shall not be grounds for discipline.

ARTICLE XXVII - DEPARTMENT FILES

- (a) All personnel records (including, but not limited to home addresses, phone numbers and pictures of members) shall be kept confidential and never released to any person other than officials of the Department or upon the written authorization of the member involved or by court order.
- (b) A member shall have the right to include in his personnel record and in any other file kept by the Department, a written refutation of any material he considered to be detrimental.
- (c) Members may inspect their personnel files upon separation and/or retirement during business hours.
- (d) All members shall be granted access to their department and personnel records according to Public Act No. 397, Public Acts of 1978, effective January 1, 1979.
- (e) The City, upon written request, shall remove disciplinary records every two (2) years from date of incident from a Command Officer's service file. The City, upon written request, shall remove all other complaints every three (3) years from the date of incident from all files of members of the unit including internal affairs investigation files.

ARTICLE XXVIII – UNIFORMS

Effective July 1, 2020 and each fiscal year thereafter, members shall receive \$1,000 for uniform, cleaning and/or equipment purchases to be paid by May 15th of each fiscal year. Members shall not be required to submit receipts.

ARTICLE XXIX - POLICE RESERVE OFFICERS AND PART-TIME OFFICERS

Section 1

Police Reserve Officers who ride in police vehicles as part of their continued training may ride with any member who volunteers.

Section 2

Police Reserve Officers shall not be used as additional manpower except in emergency or on special occasions as defined by the Safety Commission.

Section 3

Police Reserve Officers shall not be permitted to wear the same uniform and in the event of a change in Reserve Officers uniforms, the Chief or designee shall meet with the Union to discuss the changes.

Section 4

The City may utilize part-time officers at its discretion.

ARTICLE XXX - ANIMAL COMPLAINTS

Command Officers shall not be required to handle animal complaints in the normal discharge of their duties.

ARTICLE XXXI - 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 XXXII - SEPARATION OF BENEFITS CLAUSE

If any Article or Section of this Agreement or supplements thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of the Agreement or supplement shall not be affected thereby, and the parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXXIII - RULES AND REGULATIONS

It is understood and agreed that there exist within the Department, certain personnel rules, policies, practices and benefits which will continue in effect for the period of this Agreement, unless or until changed by mutual agreement of the parties, or by the Employer in accordance with its previously stated Management Rights.

It is the City's intention that work rules and regulations are to be interpreted and applied uniformly to all members under similar circumstances.

All Department Rules and Regulations and Policies & Procedures are hereby adopted by reference.

ARTICLE XXXIV – RIGHTS OF MANAGEMENT

Section 1

The City retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Charter of the City of Lincoln Park.

Section 2

The exercise of these powers, rights, authority, duties and responsibilities of the City and the adoption of such rules, regulations and policies as the City may deem necessary shall be limited only by the

specific and express terms of this Agreement.

Section 3

- (a) All rules, regulations, directives and orders will be implemented in a non-arbitrary and non-capricious manner.
- (b) It is further agreed that these rules, regulations, directives and orders will be fair and reasonable.

ARTICLE XXXV - PERMANENT SHIFTS

The Department shall adopt a policy of making permanent assignments to shifts as opposed to the present practice of rotating shifts, with the exception of the Detective and Youth Bureaus. The Traffic Safety Division, with the permission of the Chief of Police will be allowed to rotate on the twenty-eight (28) day cycle as defined in Article VIII - Hours of Work, Section 1, subsection (d). The procedures for selecting permanent shifts shall be as follows:

- (1) All members have the privilege of bidding on shifts.
- (2) Shifts shall be assigned on the basis of seniority in rank.
- (3) Shift selection shall be on a six (6) month basis, in conjunction with vacation periods.
- (4) If at any time a member is transferred to another Division or Bureau affected by permanent shifts, seniority in rank will prevail.
- (5) The permanent shift program shall be considered to be on an experimental basis for the duration of this Agreement. If the POLC should negotiate with the City to revert back to rotating shifts, the LPPCOA shall re-open this Article for the same purpose.
- (6) The City may schedule between 8 and 12 hours shifts, should the City desire to change. It will not be implemented until the next shift selection process. The shift selection shall happen every 6 months.

ARTICLE XXXVI - EDUCATION INCENTIVE

The City shall offer an educational reimbursement program for members subject to the following:

Reimbursement shall be offered to members of the bargaining unit, with the restriction of no more than three (3) Command Officers utilizing the benefits at a time. Members shall be eligible to receive not more than \$5,000 per fiscal year in reimbursement, subject to the amount available in the City of Lincoln Park annual budget.

The City reserves the rights to refuse any particular college or educational institution. To be reimbursed, the courses must relate directly to police work. The Command Officer will provide the City with a semester schedule at the beginning of each semester and such schedule changes as they occur. The use of any vacation, personal day or other accrued time by any employee must comply with all other sections of this contract, and not conflict in any way.

Grants or scholarships by the Federal or State government, educational institution or other sources of

whatever description shall be deducted from the City's reimbursement program. Command Officers claiming reimbursement must prove that they paid the amount sought to be reimbursed. A transcript of classes and a list of required books for each subject shall be required before a reimbursement is approved.

The examples of educational programs which shall meet criteria established herein shall be based on an approved list of subjects and the courses must be approved by the Chief of Police and the City Manager.

Reimbursement for tuition and required books shall be made when a grade of "C" (70%) or better is attained. All courses must meet the written reasonable criteria established and determined by the City and is subject to prior approval by the Police Chief and City Manager. The Command Officer must pass the course with credit if credit is offered and furnish receipts upon completion in order to be reimbursed.

When requesting reimbursement for college tuition, the employee must certify to the City the number of credit hours he/she has earned and list the colleges or universities at which the hours have been earned. The employee must also, at the City's request, sign the necessary release forms to allow the City to obtain grades and accumulated credit hours from any college or university. The City shall only reimburse an employee for tuition to obtain necessary credits for achievement of a baccalaureate degree or a master's degree in Police Administration, not to exceed 120 semester hours.

ARTICLE XXXVII - PUBLICATION OF AGREEMENT

A copy of this Agreement shall be provided by the City for all members of the Association.

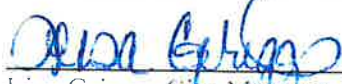
ARTICLE XXXVIII – DURATION

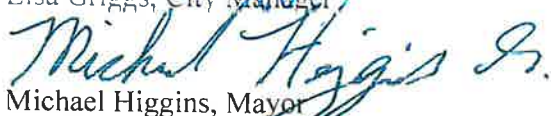
This Agreement shall be effective as of July 1, 2024 unless otherwise specified and shall remain in force and effect until the 30th day of June 2027, and thereafter until amended or modified as provided herein.


Either party may, on or after March 31, 2027, 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.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives.

FOR THE CITY OF LINCOLN PARK





Lisa Griggs, City Manager


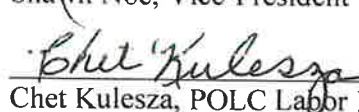
Michael Higgins, Mayor


Kerry Kehrer, City Clerk

FOR THE LPPCOA



Gerald Martin, President


Shawn Noe, Vice-President


Chet Kulesza, POLC Labor Rep