

Agreement
Between the
Village of Lake Orion
and the
Police Officers Association of Michigan
(POAM)

July 1, 2023 to June 30, 2026

Approved by the Village Council: August 28, 2023

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AGREEMENT

This is an agreement entered into this 29th day of August 2023, and effective July 1, 2023, by and between the VILLAGE OF LAKE ORION, MI (hereinafter referred to as the 'Village' and the POLICE OFFICERS ASSOCIATION OF MICHIGAN (hereinafter referred to as the 'Union').

ARTICLE 1 INTENT

The parties hereto agree that it is mutually beneficial and advantageous to arrange and maintain fair and equitable earnings, labor standards, rates of pay, operating conditions and means of adjustment of any and all disputes which may arise between the parties hereto.

ARTICLE 2 PURPOSE

The general purpose of this Agreement is to stabilize relations between the Village and Employees so as to provide the fullest extent possible Department services to promote the health and welfare of the general public in the Village.

ARTICLE 3 RECOGNITION

- A. Pursuant to the Public Employment Relations Act, as amended, the Village hereby recognizes the Union, during the entire term of this Agreement, as the sole and exclusive collective bargaining agent on behalf of all its paid Employees in the appropriate unit set forth below with respect to wages, hours and other terms and conditions of employment. The Village further agrees that it will not recognize, deal with, nor enter into contractual relations, either written or oral, with any labor organization, agency, committee, or group in regard to wages, hours, or other terms and conditions of employment on behalf of any of its Employees coming within the meaning of this Agreement at any time during the term of this agreement. Employees covered by this agreement are:

All Police Department Employees including:

- Patrol Officers
- Sergeants
- Relief Patrol Officers
- Clerk
- Relief Clerk
- Ordinance Officer

- B. The following Articles of the Collective Bargaining Agreement shall *not* be applicable to the position of Ordinance Officer:

- Article 16 Layoff
- Article 17 Recall
- Article 18 Transfer
- Article 28 Merger
- Article 29 Supervisors
- Article 31 Work Schedule
- Article 34 Working out of Classification
- Article 36 Court
- Article 40 Equipment

- Article 41 Employment
- Article 46 Holidays
- Article 47 Vacation
- Article 48 Personal Business Leave
- Article 49 Funeral and Serious Illness Leave
- Article 50 Hospitalization Insurance
- Article 51 Optical Insurance
- Article 52 Dental Insurance
- Article 54 Short and Long Term Sickness/Accident Insurance
- Article 56 Sick Leave
- Article 57 Retirement
- Article 58 Reserves

ARTICLE 4 MANAGEMENT RESPONSIBILITIES

- A. The Union recognizes that the management of the Village, the control of its properties and the maintenance of order and efficiency is solely a responsibility of the Village. Many other right and responsibilities belonging solely to the Village are hereby recognized, prominent among, but by no means limited to, are the rights to decide:
 - the number, location and type of its facilities
 - work to be performed within the Village, maintenance and repair, amount of supervision necessary, machinery and tools, methods, schedules for work, selection and purchasing of materials and
 - the purchase of service of others except as they are specifically limited by this Agreement.
- B. It is further recognized that the management of the Village is vested exclusively in the Village for the selection and direction of the working forces including the right to hire, suspend, discharge for just cause, assign, promote, transfer, determine the amount of overtime to be worked, relieve Employees from duty because of lack of work or other legitimate reasons subject only to seniority rules, grievance procedure and other specific provisions of this Agreement.
- C. The Village of Lake Orion on its own behalf and on behalf of its electors hereby retains and reserves unto itself, without limitation, all powers, rights and authority, duties and responsibilities conferred upon and vested in it by the Village Charter, present policies, ordinances, laws of the State of Michigan and the United States.

ARTICLE 5 NO STRIKE AGREEMENT

- A. There shall be no strikes, concerted effort or work stoppages during the term of this Agreement.
- B. In the event of a strike, work stoppages or other hindrance, the Union shall instruct the involved Employees in writing that their conduct is in violation of the Contract and that they may be disciplined, and shall instruct all such persons to immediately cease the offending conduct.

- C. The Village shall have the right to discipline any Employees who are responsible for, participate in, or give leadership to any activities herein prohibited.

ARTICLE 6 UNION SECURITY CLAUSE

Section 1. 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.

Section 2. 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 once each month from the pay of the employees that have authorized such deductions.

Section 3. Deduction of dues/fees shall be remitted to the Union at 27056 Joy Rd., Redford, MI., 48239-1949. 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.

Section 4. 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.

Section 5. 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.

Section 6. 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, 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 7 STEWARD AND ALTERNATE STEWARD

- A. Employees shall be represented by a Steward and/or alternate for the personnel of the Police Department. These Stewards shall be regular Employees and working in the department.
- B. The Union shall immediately notify the Village in writing the names of the Stewards and/or alternate stewards and any changes of personnel in those positions.

- C. The Stewards and/or alternate stewards, during their working hours, without loss of time or pay, may in accordance with the terms of this section investigate and present grievances to the Village upon having received permission from their Supervisor. The Supervisor will grant permission provided that the Stewards and/or alternate steward's absence will not interfere with the work of the Department. The privilege of Stewards and/or alternate stewards leaving their work during working hours without a loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused and Stewards and/or alternate stewards will perform the regularly assigned work at all times except as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.
- D. The Steward and/or alternate steward shall be allowed to attend contract negotiations for up to combined total of 20 hours without loss of pay, unless additional hours are agreed to by both parties.

ARTICLE 8 GRIEVANCES

A grievance shall be defined to mean any dispute over the meaning or application of the expressed provisions of the Agreement which dispute arises under or during the term of this Agreement. The following procedures shall be utilized to adjust the matter; provided that any individual Employee at any time may present grievances to the Employer, and have said grievance adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement provided that the Union has been given the opportunity to be present at such adjustment.

Step One:

When an employee feels that he/she is aggrieved, he/she shall, within 20 calendar days after the act or incident complained of, present his/her grievance to his/her supervisor. The Steward and/or alternate steward shall be present at this step if so requested by the Employee.

Step Two:

If the Employee and the supervisor are unable to adjust the grievance, it shall be reduced to writing, setting forth the facts necessary to an understanding of the issues involved. The grievance will be signed by the Employee or his representative and submitted by the Steward and/or alternate steward to the supervisor for resolution. The grievance must designate the contract provision violated.

Step Three:

If the grievance still cannot be satisfactorily adjusted in Step Two, it shall be submitted to the Village Manager who will endeavor to resolve the matter with the Union's Staff Representative and Steward and/or alternate steward. The Village Manager will have twenty (20) calendar days to respond, in writing, to the Union Staff Representative and Steward and/or alternate steward.

Step Four:

In the event that the grievance shall not have been satisfactorily settled in the previous three steps, either party within fourteen (14) calendar days after the date of the conclusion of Step Three above, may by letter to the American Arbitration Association, (AAA) submit the matter to said Board for mediation and earnest effort shall be made by both parties to expedite mediation.

Step Five:

Arbitration Procedure – If the grievance is still unsettled, either party may, by written notice to the other, request arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within fourteen (14) calendar days after notices have been given. If the parties fail to select an arbitrator, the AAA shall be requested by either or both parties to provide a panel of seven (7) arbitrators. Either party shall have the option of requesting a second and final panel of arbitrators from AAA.

Both the Village and the Union shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Village and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for its own record and make a copy available without charge to the arbitrator. Any grievance not appealed from a decision in one of the steps of the Grievance Procedure to the next step as prescribed shall be considered dropped and the last decision is final and binding.

ARTICLE 9 GRIEVANCE – TIME OF ANSWERS/APPEALS

- A. The Village will answer, in writing, any grievances presented to it by the Union within twenty (20) calendar days from the date of the meeting at which the grievance is discussed.
- B. Any grievance not appealed from an answer at any steps of the grievance procedure with twenty (20) calendar days shall be considered settled on the basis of the last answer and not subject to further review.
- C. A grievance may be withdrawn without prejudice, and if so withdrawn all financial liabilities shall be cancelled. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.
- D. The jurisdiction and authority of the Arbitrator shall be confined exclusively to the interpretation and/or application of express provisions of the Agreement and that the Arbitrator shall not have the authority to add to, detract from, alter, amend or modify any provision of the Agreement, to impose on the Village a limitation or obligation not explicitly provided for in the Agreement or to establish or alter any wage rate or wage structure.

ARTICLE 10. DISCIPLINE, SUSPENSION AND DISCHARGE**A. DISCIPLINE**

Disciplinary action or measures shall include only the following:

- a. Oral reprimand
- b. Written reprimand
- c. Suspension (notice to be given in writing)
- d. Discharge

Any disciplinary action or measure imposed upon an Employee may be processed as a grievance through the regular grievance procedure. If the Village has reason to reprimand an Employee, it shall be done in the manner that will not embarrass the Employee before other Employees or the public.

In imposing any discipline on a current charge, the Village will not take into account any infraction of which the Village had knowledge that occurred prior to the effective date of this Agreement and where the Village took no action to discipline.

B. DISCHARGE

A. The Village shall not discharge or suspend any Employee without just cause. If in any case, the Village feels there is just cause for discharge, the Employee involved will be suspended for five (5) days. The Employee and his steward will be notified in writing that the Employee has been suspended and is subject to discharge.

B. The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

C. The Village may discharge any Employee without going through the suspension stage who is convicted of a felony offense.

D. Written reprimands shall not be considered for progressive discipline after two (2) years and shall be removed at the request of the employee from the personnel file after two (2) years provided there has been no repeated offense.

E. Suspensions will remain in the personnel file for a period of four (4) years and will be removed at the request of the employee providing there have been no repeat offenses.

F. A Union Steward, Union legal counsel or both shall have the right to be present at all disciplinary hearings at the request of the member. The legal counsel shall be permitted to cross examine all witnesses against the member, if testimony is taken.

G. Throughout all disciplinary hearings, each member shall be presumed to be innocent and that presumption remains unless the Department overcomes its preponderance of evidence.

H. Whenever a member is under investigation or subjected to interrogation by his Supervisor and/or Chief of Police for any reason which could lead to disciplinary action, dismissal or criminal actions or charges, such interrogation shall be conducted under the following conditions:

- 1) The interrogation shall be conducted at a reasonable hour, preferably at the time when the member is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required.

2) No interrogation shall begin until the member has been notified that he has a right to Union counsel or an officer of the Union present.

I. Any member may be temporarily suspended, with pay, from duty by any superior officer in order to insure the good order and efficiency of the department. If such suspension is found to be valid the member shall reimburse the Village of Lake Orion the pay received from the suspension.

J. All suspended members shall immediately surrender their badge, service weapon, and departmental identification and shall not be empowered as police officers until such time that the suspension is rescinded by the Chief of Police.

K. Any claims for back wages as a result of reinstatement from a suspension or discharge shall be limited to the amount of base wages that the employee would have earned.

L. Members are permitted to engage in political activity only when they are in an off-duty capacity and not in uniform.

M. 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.

ARTICLE 11 VISIT BY UNION REPRESENTATIVE

The business representatives of the Union shall have reasonable access to the Village's premises where unit Employees work for the purpose of adjusting grievances and representing member of the Union at any time during work hours provided that contact is first made with the Village Manager and the visit does not interrupt the normal work of the Department.

ARTICLE 12 SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Unit Representatives and the Village or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Village and at least two (2) representatives of the Union. Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the Conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such Special Conferences. This meeting may be attended by a representative of the Council or a representative of the International Union.

ARTICLE 13 SENIORITY

A. Seniority shall accrue to full-time regular Employees only. Should a paid part-time Employee become a full-time regular Employee, said Employee's date for seniority purposes only shall be based upon his/her total time in service with the Department with each eight (8) hour shift of paid duty counting as one (1) day and each five (5) paid days counting as one (1) week. The Employee's seniority date shall be the

date of hire as a full-time employee then back dated to based on the number of weeks and days of actual paid part-time service with the Department.

- B. Seniority shall be on a departmental basis in accordance with the Employee's most recent date of hire as a full-time employee.
- C. All new employees of the Police Department shall be probationary Employee's for first one (1) year of their employment.

Promotions from part-time relief officer to full-time police officer who have at least two years of continuous service with the Village of Lake Orion Police Department exceeding 1,000 hours of work, shall be probationary employees for the first nine-months of their employment as a full-time police officer, unless there are any disciplinary actions of the employee within the past two years, in which case the probationary period will be one year. The Chief has the discretion to extend the probationary period up to six months beyond the initial nine months for promotions from part-time to full-time officer.

Upon completion of the probationary period, all full-time regular Employees will be granted seniority ranking from the date of hire as stated in A and B above. Until given seniority ranking, an Employee shall be subject to lay-off, discipline or discharge at the sole discretion of the Village and without recourse to the grievance procedure.

- D. The Union shall represent probationary Employees for the purpose of collective bargaining with respect to pay, wages, hours of employment and other conditions of employment as forth in ARTICLE I of this Agreement, except discharged and disciplined Employees for other than Union activity.
- E. The back dated seniority date will be used solely for the purpose of placement on the Wage Schedule.

ARTICLE 14 SENIORITY LISTS

- A. The Seniority list on the date of this Agreement will show the names and job titles of all Employees of the Unit entitled to seniority.
- B. The village will keep at all times an up to date seniority list of all full-time Employees and an up to date seniority list for all part-time Employees and will provide the Union Representatives with up to date copies of each list, as required.
- C. Seniority shall not be affected by race, sex, marital status or dependants of the Employees.

ARTICLE 15 LOSS OF SENIORITY

Except as otherwise stated in this paragraph, an employee will lose seniority and all re-employment rights by:

- a) Resignation;
- b) Discharge for cause;
- c) Two (2) years on continuous layoff;

- d) Absence from work without notifying the Employer in advance or without providing a reasonable and valid excuse acceptable to the Village for two (2) consecutive work days;
- e) Failure to report to work on schedule from a vacation, leave of absence, or disciplinary suspension without notifying the Employer in advance or without providing a reasonable and valid excuse;
- f) Two (2) years of absence for non-work related illness or disability;
- g) Subject to Federal Law, voluntary extension of military service.

ARTICLE 16 LAYOFF DEFINED

- A. The word 'layoff' means a reduction in the working force due to a decrease of work.
- B. In all cases of layoff, the principle of straight seniority by Department shall be observed and length of service shall govern.
- C. The Village will, whenever possible, give at least (30) thirty calendar days notice to the Employees affected prior to the layoff together with a list of names of said Employees to the Union.
- D. Part-time Employees will be laid off by seniority before full-time Employees are laid off.

ARTICLE 17 RECALL PROCEDURES

When an increase in force is necessary, Employees previously laid off will be recalled in order of seniority.

ARTICLE 18 TRANSFERS

Transfers of Employees: If an Employee is transferred to a position under the Village not included in the Union bargaining unit, seniority will be frozen and the Employee will regain that frozen seniority if transferred back to the bargaining unit with full rights accorded to that seniority.

ARTICLE 19 VETERANS

The Village will comply with the applicable provisions of the Universal Military Training and Selective Service Act, as amended from time to time.

ARTICLE 20 PLEDGE AGAINST DISCRIMINATION; COERCION

- A. The provisions of this Agreement shall be applied equally and without favoritism to all Employees in the bargaining unit. There shall be no discrimination to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Village the responsibility for applying the provisions of the Agreement.
- B. All references to Employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female Employees.

- C. The Village agrees not to interfere with the rights of Employees becoming members of the Union and there shall be no discrimination, interference, restraint, or coercion by the Village or Village Representative against any Employee because of Union membership or because of any Employee's activity in an official capacity on behalf of the Union or for any other cause.
- D. The Village will not aid, promote or finance any labor group or organizing group of Employees purporting to engage in collective bargaining or make any agreement with any such group of Employees which would violate any rights of the Union under this contract.
- E. The Union recognizes its responsibility as bargaining agent and agrees to represent all Employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE 21 BULLETIN BOARDS

The Village will provide adequate space for a bulletin board in the Police Department which may be used by the Union posting notes as follows:

- 1. Election Notices
- 2. Results of Union Elections
- 3. Union Meetings
- 4. Social events
- 5. Notices that are not political or controversial

ARTICLE 22 UNION BUSINESS

The Village of Lake Orion will grant leave of absence to any Employee elected or appointed to a Union office for a period of one (1) year with no pay if so requested by the Union.

One employee elected or appointed to a Union office may have up to thirty-six (36) hours annually of paid leave time for Union business including training.

ARTICLE 23 CONTRACTING AND SUBCONTRACTING OF VILLAGE WORK

- A. It is the Village policy to use its own Employees as much as possible in the performance of work. However, there may be times that the Village wishes to contract some of its work.
- B. The Village will provide the Union a reasonable opportunity of five (5) days for discussion of the matter.

ARTICLE 24 BARGAINING DURING THE TERM OF THIS AGREEMENT

It is hereby acknowledged that during the negotiations which resulted in this Agreement that each party had unlimited rights to make demands and proposals with respect to any subject matter not removed by Ordinance, Charter or law from the areas of collective bargaining and that agreements arrived at are set forth in this agreement.

ARTICLE 25 SAVINGS CLAUSE

If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending final determination as to its validity, the remainder of this agreement or the application of such provision to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

ARTICLE 26 DURATION

This Agreement shall be in effect as of July 1, 2023, and shall remain in force and effect through June 30, 2026. Should either party desire to amend this Agreement, it shall at least sixty (60) days prior to June 30, 2026, give written notice of such intent. Otherwise, this Agreement shall continue in effect until at least sixty (60) days written notice is served on the other party indicating the intent to amend or terminate.

ARTICLE 27 RE-OPENER

Either party to this Agreement has the right during the term of this Agreement to request a modification or amendment to this Agreement. However, neither party has an obligation to agree to any such modification or amendment. If such a modification or amendment is agreed by both parties, it shall be in writing and shall be signed by the duly recognized representatives of the Union and the Village.

ARTICLE 28 MERGER

If the Village enters into a merger with another governmental entity involving classifications covered by this Contract, the Village will comply with all applicable laws and will notify the Union.

ARTICLE 29 SUPERVISORS

The Chief of Police and Lieutenant may perform all regular duties of Patrol Officer, The Chief of Police is restricted to working a maximum of two (2) regular patrol shifts per week. In emergency situations, the Chief may perform work done by any other Employee as long as it is only a temporary situation not lasting more than thirty (30) days.

ARTICLE 30 WORK SHIFT

All Employees shall be scheduled to work on a regular shift and each work shift shall have a regular starting time. The Chief of Police or his designee has the discretion to make shift assignments for full-time and/or part-time Employees to ensure the needs of the Department are met. Full-time Officers may trade shift assignments on a temporary basis provided they have obtained prior written approval of the Chief of Police or his designee.

Officers are permitted to pick shifts by seniority provided (12) hour shifts are in place.

ARTICLE 31 WORK SCHEDULES

- A. Work schedules showing the Employee's shifts, work days and hours shall be posted on the Departmental board at least twenty-eight (28) days in advance of the start of the first shift.
- B. If a Relief Officer does not work thirty-six (36) scheduled or requested hours in one quarter (three months) of a year, they are subject to the following disciplinary action:
 - First Offense – Verbal Instruction
 - Second Offense – Written Instruction
 - Third Offense – Removal from part-time employment at the discretion of the Chief
- C. Article 31 does not apply to Employees on approved leaves of absence.
- D. Full time and Relief officers work schedule shall be (12) twelve-hour shifts with one eight (8) hour shift every other Sunday. Twelve-hour shifts will be from 7:00 a.m. to 7:00 p.m. and from 7:00 p.m. to 7:00 a.m. Relief officers may work overlap shifts per the Police Chief or his/her designee.

ARTICLE 32 OVERTIME AND HOURS OF WORK

Employees will be paid one and one-half (1 ½) times their regular hourly rate in the following instances:

- A. Time worked in excess of eight (8) hours, or twelve (12) hours for an employee working a twelve hour shift, in any one day unless normally scheduled to work additional hours to make a total of eighty (80) hours per pay period.
- B. Time worked in excess of eighty (80) hours in any one pay period.
- C. There shall be no duplication of overtime for the same hours worked.
- D. Compensatory time may be elected if authorized by the Chief of Police. Compensatory time may be banked to the credit of the full-time Employee up to one hundred (100) hours. All overtime earned over the banked one-hundred (100) hours shall be paid at one and one-half (1 ½) times the regular rate of pay. No full time employee may accumulate more than one-hundred (100) hours of compensatory time.
- E. The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch period.
- F. Eight (8) hours, or twelve (12) hours for an employee working a twelve hour shift, consecutive work shall constitute a regular work day unless shift change or work requirements require a change.
- G. When a full-time, part-time, or Ordinance Officer is called into work for any purpose other than their scheduled shift, they shall be paid at the rate of one and one-half (1-1/2) times his or her regular rate of pay for a minimum of two (2) hours.
- H. All overtime worked except court time shall be documented in a Departmental log book for such purpose in a manner prescribed by the Chief of Police or his designee.

- I. Employees will be compensated at one and one-half (1 ½) times their regular hourly rate for all time worked after the completion of their regular shift for completing reports, arrest information and so forth only as directed to do so by the Chief of Police or his designee.
- J. All overtime worked shall be subject to the prior approval of the Chief of Police or his designee.

ARTICLE 33 PROMOTIONS

All promotions shall be filled on the basis of seniority providing that ability and qualifications are equal. The Village Manager in consultation with the Chief of Police or his designee shall determine the merits of ability and qualifications. The Village may utilize written examinations, oral boards, assessment centers and/or other evaluation methodologies.

ARTICLE 34 WORKING OUT OF CLASSIFICATION

- A. Relief Patrol Officer who work thirty-six (36) hours or more in a continuous five (5) day period shall receive full base pay (one year rate) of a full-time Patrol Officer, as the case may be for the actual hours worked in the time period.
- B. When the Chief of Police and Lieutenant are both out of the jurisdiction at the same time and/or simultaneously incapacitated to the extent neither can perform their command officer functions, the Sergeant if available and then the full time senior patrol officer will be designated in writing to be the officer in charge and shall be compensated for his shifts during this period at the rate of Sergeant classification. Either the Police Chief and/or Lieutenant and Village Manager can issue the written designation.

ARTICLE 35 TRAINING

- A. For any in-house service training, the employees will be paid at the rate of one and one-half (1-1/2) times their regular pay for the minimum of two (2) hours.
- B. If any full-time, part-time, or Ordinance Officer works or conducts any training outside of the Department at a training center or Advance Police Academy, that pay rate will be paid as straight time of the employee's regular rate of pay for the hours they attended the training class.

ARTICLE 36 COURT STAND BY

Officers shall be notified by the appropriate authority, the Chief of Police or his designee, no later than 10:30 am if their presence will be required on the date of a court appearance.

ARTICLE 37 JURY DUTY

If a full-time Employee is required to serve on a jury, he/she will be excused from his/her duties on the day he/she is required and does appear at Court. The Village will pay such Employees for

time actually lost from his work hours minus his jury fee received for such days. He/she is expected to work on scheduled hours when his attendance in Court is not necessary.

ARTICLE 38 FALSE ARREST INSURANCE

The Village of Lake Orion shall provide protection against loss by reason of liability imposed by law upon the Employee by reason of any false arrest or detention. However, the Village shall not be compelled to defend an Officer for false arrest actions if the Officer's actions were motivated by an unlawful intent or gross negligence.

ARTICLE 39 UNIFORM ALLOWANCE AND CARE

The Village of Lake Orion will provide uniforms for the paid Employees and for the care and cleaning of same. Replacements will be made on an as-needed basis with the approval of the Chief of Police or his designee. A detailed listing of the uniform issued will be provided to each Employee.

ARTICLE 40 EQUIPMENT

- A. The Village will provide the current; Michigan State Police approved, at the time of purchase, bullet-proof Vests to Officers. The vest must be returned to the Village if the Officer leaves the employ of the Village for any reason. An equipment reimbursement of \$100.00 annually will be paid to each patrol officer and relief patrol officer in December as a separate check (non-W2 check). The reimbursement is for duty weapon repair and other equipment not provided by the Village.
- B. Vehicle Inspections: The Employer agrees to have all patrol vehicles thoroughly inspected at 3 month intervals (the first week of each quarter) by a certified mechanic chosen by the Village of Lake Orion.
- Inspection should be the following.
- Wipers, oil, trans-fluid, coolants, hoses, belts, brakes, brake fluid, brake lines, head lights, tail lights, interior lights, dash board lights, over head lights, alley lights, left/right spot lights, front/rear wig wags, front/rear corner strobes, siren, heater/AC, lower/upper ball joints, control arm, idler arm, inner/outer tie rods, shocks, muffler, muffler hangers, fire/police radios.
- Police Officers shall daily check all fluids, tires, and listed equipment before going on duty; and make notations on Officers logs.
- If the following items are found in need of repair, the vehicle will be placed out of service until repairs are complete. Headlights, tail lights, overhead lights, brakes, brake lines, steering components, fire/police radios, tires, windshield, wiper system. All other listed items shall be repaired in a reasonable time, dependent upon on-line vehicle status and availability.
- C. Duty ammunition is to be used up annually and replaced by July 1.
- C. Vests will be upgraded on a five year rotating basis per (Michigan State Police (MSP) or National Justice Information Center (NJIC) Standards.

ARTICLE 41 EMPLOYMENT

- A. Relief Officers and Relief Clerks, if qualified, shall be given preference over new hires.
- B. When a former full-time Employee returns to the Department as a Relief Officer or a Relief Clerk, he/she shall be placed on the Wage Schedule at the top of the scale.

ARTICLE 42 WAGE SCHEDULE

- A. The wage schedule is attached as Appendix A.
- B. Full time officers shall be compensated \$1,200.00 per year for maintaining their status as a Field Training Officer. Field Training Officer pay shall be paid in June each year.
- C. Should a Relief Clerk accept a position as a full-time Clerk, then he/she shall receive starting wages that are greater than what he/she was paid as a Relief Clerk.
- D. Should a Relief Officer accept a position as a full-time Officer, then he shall receive, for purposes of placement on the salary schedule only, pro-rata credit for hours worked. In no instance shall a Relief Officer be placed higher on the salary schedule than the one year step for a Patrol Officer.

ARTICLE 43 PAY PERIOD

The pay period shall be on a bi-weekly basis starting on Monday and continuing through Sunday two weeks hence with Tuesday being the normal pay day unless a change is agreed to by both parties.

ARTICLE 44 COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the Employee would otherwise have earned at his regular rate.

ARTICLE 45 HOLIDAYS

- A. The following days shall be recognized and observed as paid holidays Officers:

New Year's Day	Labor Day
Presidents Day	Columbus Day
Good Friday	Veterans Day
Easter Sunday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day (July 4)	Christmas Eve
New Years Eve	Christmas Day

Due to the change, under no circumstance shall an employee be paid for more than fourteen (14) holidays in one contract year.

- B. Full-time Officers shall receive twelve hours of pay for each holiday listed above whether the holiday is worked or not for a total of 168 hours payable in December. The Clerk shall

receive eight hours pay for each holiday up to December 31, 2017. As of January 1, 2018, and thereafter, the Clerk will change to holidays as paid days off only and not receive a holiday lump sum payment.

- C. Holidays shall be observed on the calendar day on which they fall.
- D. A full-time Employee shall be eligible for holiday pay if he works the last scheduled day prior to the holiday and the next scheduled work day following the holiday unless excused by the Village Manager or is on authorized vacation leave or sick leave.
- E. For all holidays, worked or not worked, full-time Officers shall be paid for said holiday in one lump sum the last pay period in November of each year. The Employees will be paid by a separate check.
- F. For all holidays worked by relief personnel, they shall be compensated at the rate of time and one-half (1 ½) for all hours worked.
- G. Full-time employees working a holiday as overtime, will receive two and one-half (2 ½) compensatory time for all hours worked.
- H. The following days shall be recognized and observed as paid holidays for full-time Clerk.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veteran's Day
Presidents Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day- July 4	Christmas Day
	New Year's Eve

As of January 1, 2018 holidays for Clerk will be celebrated in accordance with the Federal guideline regarding Mondays.

Eligible employees shall receive one (1) day's pay for each holiday listed.

ARTICLE 46 VACATION

- A. Each regular full-time Employee who has been in service with the Village of Lake Orion shall receive vacation in accordance with the schedule listed below, Effective July 1, 2007:

1 year through 4 years	80 hours
5 years through 9 years	120 hours
10 years through 19 years	160 hours
20 years or more	200 hours

- B. No vacation time shall accrue for any pay period where no pay is received.
(Regular, vacation or sick pay)

- C. No more than two (2) weeks shall be taken at any time. Exception may be made with the approval of the Police Chief or his designee.
- D. Vacation time shall be credited to a full-time Employee on their anniversary date each year.
- D. All vacation time taken must be done so with the approval of the Police Chief. If two full-time Employees submit for the same days off, the more senior full-time Employee shall prevail. However, if a full-time Employee has already received approval for vacation time, a more senior full-time Employee may not subsequently claim that same time.
- E. Up to ten (10) vacation days may be carried over to the next succeeding year. At the time of retirement, no full-time Employee may "cash-in" more vacation time than he actually earned in accordance with the amount set forth in Section A above.

ARTICLE 47 PERSONAL BUSINESS LEAVE

- A. Three (3) personal business days shall be granted to all full-time Clerks for twenty-four (24) hours and personal business time shall be granted to all full-time police officers for thirty-six (36) hours. Seven (7) days prior notice is required before taking such day or days except in emergency situations. Personal business days must be utilized during each fiscal year and cannot be carried over from year to year.
- B. Any full-time Employee who does not use any sick time in any contractual six (6) month period (January 1 – June 30; July 1- December 31) may take (8) hours of sick time as personal time.
- C. Personal business days may be used for any reason except on a designated holiday or to extend holiday or vacation leave.

ARTICLE 48 FUNERAL/SERIOUS ILLNESS LEAVE

- A. In the case of serious illness or death in his immediate family, a regular full-time Employee may be granted leave of absence with pay for a period not to exceed twenty-four (24) hours upon the recommendation of the Police Chief. Immediate family is defined as: wife, husband, child, brother, sister, parent, parent-in-law, grandchildren, grandparent, and grandparents-in-law. Five (5) days may be allowed if the funeral is out-of-state. (Not to exceed forty (40) hours of pay for approved funeral leave)
- B. Funeral leave is not chargeable to sick leave.
- C. Serious illness leave is chargeable to sick leave.
- D. The Village Manager may request a doctor's certifications of serious illness if he/she wishes to do so.
- E. Additional days shall be charged to sick leave with the approval of the Village Manager.

ARTICLE 49 HOSPITALIZATION INSURANCE

The Village of Lake Orion will provide and pay for hospitalization insurance for the regular full-time Employee and his/ her family.

- A. A full-time Employee shall be eligible for such coverage after thirty (30) days employment with the Village.
- B. The Village will provide and pay for hospitalization insurance Blue Cross Blue Simply Blue PPO or HSA or Blue Care Network Simply HMO/HSA for the regular full-time employee and his/her spouse and dependents.
- C. The Village shall continue to provide hospitalization insurance coverage for the spouse and dependent children of a full-time Employee killed in the line of duty until such time that the spouse remarries or the dependant children reach 26 years of age.
- D. The Village has the right to change health insurance carriers as long as the coverage is, on the whole equal to or better than what is currently being provided. The Village will give the Union representatives thirty (30) days notice prior to change for review of the new carrier.
- E. A health insurance opt out payment equal to 40% of the health insurance premium that would have been paid by the Village for that full-time Employee for person health insurance during the prior calendar year shall be paid to any full-time Employee who received no health insurance benefit during said year, (quarterly) in a separate check by the first pay period in January, April, July and October. The reimbursement will be to a maximum of \$6,000. An opt out form must be signed by the full-time Employee and it shall remain in effect until it is rescinded by the full-time Employee. If any full-time Employee who signed the opt out form subsequently has a spouse who loses his/her health insurance coverage, that full-time Employee may opt into the Village's health insurance plan and be paid on a pro-rata basis for the months he/she opted out. A full-time Employee, according to Blue Cross/Blue Shield requirements must opt in within 30 days of loss of coverage or wait until the new open enrollment period.

ARTICLE 49.1 Health Savings Account (HSA)

For employees enrolling in the Blue Care Network HMO/HSA plan the Village will provide Health Savings Account (HSA) as established by the employee a contribution of \$300.00 in January 2021, \$600.00 in January 2022 and \$900.00 in January 2023.

ARTICLE 50 OPTICAL INSURANCE

- A. The Village of Lake Orion will make available to full-time Employees and eligible members of the full-time Employee's families the BCBS Vision. The Village of Lake Orion will contribute an amount not to exceed One Hundred (\$100) Dollars towards each full-time Employee's yearly premium payments for this insurance coverage. Copies of the plan will be provided to full-time Employees. Change to annual lens coverage to every twelve (12) months is to be arranged with the insurance company as soon as possible upon the signing of the agreement.

- B. The Village has the right to change insurance carriers as long as the coverage is comparable to or better than what is currently being provided. The Village will give the Union representatives thirty (30) days notice prior to change for review of the new carrier.

ARTICLE 51 DENTAL INSURANCE

- A. Delta Dental High Pediatric Insurance Plan shall be provided to each full-time Employee and his family at no charge to the full-time Employee as follows: 100% of treatment cost for diagnostic and preventive services, 80% for basic services, and 50% for major services, if such services are provided in-network, with a \$1,000 maximum per person per year.
- B. The Village shall continue to provide dental insurance coverage for the spouse and dependent children of a full-time Employee killed in the line of duty until such time that the spouse remarries or the dependent children reach 26 years of age.

ARTICLE 52 LIFE INSURANCE

The Village of Lake Orion shall provide \$50,000 Term Life insurance and \$50,000 Accidental Death and Dismemberment insurance for all paid full-time Employees of the Department; and \$50,000 Term Life insurance and \$50,000 Accidental Death and Dismemberment insurance for all part-time employees. The life insurance coverage is subject to the provisions of the company which includes 50% reduction of coverage at age 65. Such insurance coverage for part-time Employees shall be provided after six (6) months of employment. The increase life insurance coverage is to be soon as possible upon the signing of the agreement.

ARTICLE 53 SHORT/LONG TERM SICKNESS AND ACCIDENT INSURANCE

- A. The Village shall continue to provide each full time regular Employee with Short Term and Long Term Disability insurance as follows:

Short Term Disability

67% of actual wages to a maximum of \$700 per week for 13 weeks maximum beginning after 1 day in case of accident and after 8 days of illness.

Long Term Disability

60% of actual wages to a maximum of \$5,000 per month for 2 years maximum beginning after a 90 day waiting period.

- B. The Village has the right to change insurance carriers as long as the coverage is equal to or better than what is currently being provided. The Village will give the Union representatives thirty (30) days notice prior to change for review of the new carrier.

ARTICLE 54 INJURY ON THE JOB

- A. This means absence required as a result of an injury or illness while in the employ of the Village of Lake Orion, covered by the Michigan's Worker's compensation Act.
- B. The Employee shall notify his supervisor immediately of any such illness or injury.

C. Full-time Employees on disability absence will not accumulate sick leave for the time absent.

D. The Village will pay the full-time Employee his regular pay for the first seven (7) days and supplement up to the twelve (12) months limit in provision E. (2) below.

E. After seven (7) days, pay will be determined by the Michigan Worker's Compensation Act.

(1) Any compensation insurance due to an Employee of the Village under the provisions of the Michigan Worker's Compensation Act during the period in which he is being paid his regular compensation by the Village shall be endorsed and paid to the Village Treasurer.

(2) The Employer will pay a full-time Employee eligible for such worker's compensation benefits the difference between his paid insurance benefits and his weekly wage while he receives workers compensation for a period of twelve (12) months.

ARTICLE 55 SICK LEAVE

A. A total of one hundred four (104) hours will be allowed to accrue to the credit of each full-time Employee per year based on four (4) hours per pay period.

B. A total of eight hundred (800) hours will be allowed to accrue to the credit of each full-time Employee. For those full-time Employees hired after July 1, 1999, a total of five hundred and sixty (560) hours will be allowed to accrue to the credit of each full-time Employee.

C. No compensation will be allowed for accrued sick leave if separation from employment is the result of resignation, dismissal or layoff. For a full-time Employee who retires from employment, he/she shall receive a sick payout of fifty (50%) percent of all sick leave hours accrued but in no instance shall sick leave payout exceed three hundred (300) hours. For those full-time Employees hired after July 1, 1999, upon retirement from employment he/she shall receive a sick leave payout of 50% of all sick leave hours accrued but in no instance shall the sick leave payout exceed one hundred sixty (160) hours.

D. Sick leave will begin to accrue after the first pay period from the date of employment at the rate of four (4) hours per pay period.

E. Sick Leave shall not be considered a privilege which a full-time Employee may use at his discretion, but shall be allowed only in case of necessity and actual sickness or disability of the full-time Employee.

F. A certificate of illness or injury from a physician of the Village Manager's choosing may be required as evidence of illness or disability before compensation for the illness is allowed, and shall be mandatory if the illness or disability exceeds three (3) work days. Abuse of the sick leave privilege will result in disciplinary action,

G. Sick leave will not be allowed when abuse is due to narcotics, intoxicants, willful misconduct or illness/injury due to self-employment or employment by other than the Village.

- H. After all sick leave accrued has been used, the full-time Employee may decide if he so elects that vacation leave may be used and payment made therefore to the extent of vacation leave accrued.
- I. When a full-time Employee receives his last check for sickness or disability, he will be placed on leave without pay for a period not to exceed three (3) years or his seniority, whichever is less. If at the end of that time the full-time Employee is still unable to return to work, his employment shall be terminated. The full-time Employee shall be eligible for re-employment provided he has completely recovered and has a doctor's statement to that effect subject to the Village physical examination and approval and provided further that a position is available in accordance with his seniority.

ARTICLE 56 RETIREMENT

- A. Beginning July 1, 1970, the Village of Lake Orion shall furnish each full time Employee with a retirement program.
- B. For all full-time Employees hired before July 1, 2007, the Village shall provide the MERS B-3, FAC 3, 55/25 retirement plan.
All full-time employees hired after July 1, 2007 (or as soon thereafter as the plan is available) will be enrolled in a Defined Contribution pension program through MERS with the following provisions:
 - 1) Vesting: 25% of the Villages Contribution after 3 years employment
50% of the Villages Contribution after 5 years employment
100% of the Villages Contribution after 6 years employment
 - 2) Contribution: 7% of wages by the Village
Effective July 1, 2021 8% of wages by the Village
** Effective January 1, 2022 9% of wages by the Village
** Effective January 1, 2023 10% of wages by the Village
5% of wages by the Employee

**with this contract pension contribution provision to be reopened for negotiation if the Village total Taxable Value increase is less than the CPI Headlee increase during the term of the contract.
- C. Effective July 1, 2005, full-time Employees shall contribute five percent (5%) of their wages into the MERS Plan through bi-weekly payroll deductions.
- D. Department full-time Employees who are eligible to retire under the MERS retirement plan and who do retire, may at the full-time Employee's own expense purchase continuing health insurance from the Village's health carrier. When premiums are paid to the Village to be transmitted to the insurer, the premiums shall be paid quarterly in advance. At age 65, the retired full-time Employee must apply for Medicare. All insurer and Social Security rules or policies must be followed.
- E. Full-time Employees hired before July 1, 2007 who retire after working no fewer than twenty-five (25) years for the Village are eligible to receive the Blue Cross/Blue Shield PPO Option 3 for retirees with the \$10/\$40 prescription drug card and Mail Order option. Such

retired full-time Employees shall pay twenty-five percent (25%) and the Village seventy-five percent (75%) of the premium established by Blue Cross/Blue Shield. Payments shall be due to the Village thirty (30) days prior to the due date set by Blue Cross/Blue Shield. At age 65 or as eligible, the retired full-time Employee must apply for Medicare. All insurer and Social Security rules or policies must be followed. Any employee hired after July 1, 2007 will not receive Village provided health insurance when he/she retires.

ARTICLE 57 RESERVE PATROL OFFICERS

In the case of emergencies or special events (excluding the 4th of July/ Independence Day schedule), there will be a set ratio of 4:1 – four (4) reserve officers for each offered paid officer shift.

ARTICLE 58 RECORDS CLERK

The normal working hours for a full time Records Clerk is Monday through Friday from 9:00 AM to 5:00 PM. If, at any time, the full time Records Clerk is off on vacation or sick leave, a part time clerk shall be called in to work. If all part time clerks refuse to work the shift, the position may not be filled for that day. The Employer shall document the refusal to work by part time clerks. Part time clerks shall not be entitled to any benefits under this Agreement other than wages for time actually worked and life insurance provided elsewhere in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 29th day of August 2023.

FOR THE UNION:

**POLICE OFFICERS ASSOCIATION
OF MICHIGAN**

John Graver, POAM

Erin Loomis 11/16/2023

Erin Loomis, Union Steward

FOR THE EMPLOYER:

VILLAGE OF LAKE ORION, MICHIGAN

[Signature] 11/20/23

Darwin D. P. McClary, Village Manager

Susan Galeczka, Village Clerk

Appendix A

Effective July 1, 2023, the Village of Lake Orion shall pay the following hourly rate as indicated for the stated positions:

July 1, 2023	Entry	After	After	After	After	After
7%	<u>Level</u>	<u>6 Mths</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
Sergeant	34.95					
Regular Patrol	26.12	27.47	28.80	30.27	31.77	
Relief Patrol	25.41*					
*With 10 years		25.66				
Ordinance Officer	21.58					
Regular Clerk	17.92	18.48	19.40	20.33	21.34	22.42
Relief Clerk	14.57	15.33	16.10	16.88	17.72	18.61

July 1, 2024	Entry	After	After	After	After	After
5%	<u>Level</u>	<u>6 Mths</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
Sergeant	36.70					
Regular Patrol	27.43	28.84	30.24	31.78	33.36	
Relief Patrol	26.68*					
*With 10 years		26.94				
Ordinance Officer	22.66					
Regular Clerk	18.82	19.40	20.37	21.35	22.41	23.54
Relief Clerk	15.30	16.06	16.90	17.72	18.61	19.54

July 1, 2025	Entry	After	After	After	After	After
4%	<u>Level</u>	<u>6 Mths</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
Sergeant	38.17					
Regular Patrol	28.53	30.28	31.45	33.05	34.69	
Relief Patrol	27.75*					
*With 10 years		28.02				
Ordinance Officer	23.57					
Regular Clerk	19.57	20.18	21.18	22.20	23.31	24.48
Relief Clerk	15.91	16.70	17.58	18.43	19.35	20.32

**MEMORANDUM OF UNDERSTANDING AND
AGREEMENT**

Between

Village of Lake Orion

-and-

POLICE OFFICERS ASSOCIATION OF MICHIGAN

This memorandum of Understanding and Agreement is made by and between the parties, VILLAGE OF LAKE ORION (hereinafter referred to as the "Village") and the POLICE OFFICERS ASSOCIATION OF MICHIGAN VILLAGE OF LAKE ORION POA (hereinafter referred to as the "Union"). The parties understand and agree as follows:

The Village may in its sole discretion, based on but not limited to, experience, education or training, start new hire employees at any step in the wage scale. The process will be to start the new hire on a step below the step that reflects their experience level. This will only apply to new hires with previous experience, education or training with another law enforcement department.

This Memorandum of Understanding and Agreement is understood and agreed to by and between the parties on the date and year written below.

FOR THE VILLAGE:

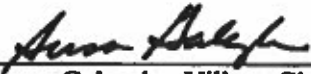
FOR THE UNION:

BY: 
Darwin D. P. McClary, Village Manager

BY: _____
Business Agent

DATED: November 14, 2023

DATED: _____

BY: 
Susan Galeczka, Village Clerk

BY: 

DATED: 11/14/2023

DATED: 11/16/2023

Approved by Village Council on 11/13/2023

BY: _____

DATED: _____