

**AGREEMENT**

**BETWEEN**

**VILLAGE OF DUNDEE**

**AND**

**POLICE OFFICERS ASSOCIATION OF MICHIGAN**



**3/1/23 TO 2/28/26**

**AGREEMENT**  
**BETWEEN**  
**VILLAGE OF DUNDEE**  
**AND**  
**POLICE OFFICERS ASSOCIATION OF MICHIGAN**

**Effective March 1, 2023 – February 28, 2026**

VILLAGE OF DUNDEE

POAM

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## **ARTICLE 1: AGREEMENT**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the Village of Dundee, hereinafter referred to as the "Employer" or the "Village", and the Police Officers Association of Michigan, hereinafter referred to as the "Union".

## **ARTICLE 2: PURPOSE AND INTENT**

It is the purpose and intent of this Agreement to ensure sound and mutually beneficial working and economic relationships between the parties to provide an orderly and peaceful means of resolving any misunderstandings or differences, which may arise and to set forth herein the basic agreement between the parties, concerning rates of pay, wages, hours of employment and other conditions of employment.

## **ARTICLE 3: RECOGNITION**

Section 1. Under the provisions of Act No. 379 of the Public Acts of 1965 of the State of Michigan, as amended, the Employer recognizes the Police Officers Association of Michigan as the exclusive collective bargaining unit for the purpose of bargaining with respect to wages, hours of employment, and other working conditions.

Section 2. The bargaining unit shall consist of all full-time and part-time police officers (excluding the Village Manager; Chief of Police, Police Lieutenants, Police Sergeants, elected officials, management and administrative employees; Supervisors, DPW employees; clerical employees (e.g. Account Clerks, Building Permit clerks); Code Enforcement Officers, Crossing Guards; temporary, seasonal and casual employees; and all other employees of the Village.

## **ARTICLE 4: REPRESENTATION**

Section 1. One (1) Police Officer representative of the bargaining committee shall be designated by the Union to act as the steward for the purpose of processing grievances.

Section 2. The Union steward and other representatives of the Union, with the approval of the Chief of Police shall be permitted to switch shifts, or portions thereof, with other Officers in order that they will have reasonable time, without loss of pay, during their regular working hours to conduct Union business, including contract negotiations and settlement of grievances, with the appropriate Village official(s). However, union officers who were not scheduled to work during scheduled contract negotiation or grievance meetings shall not be allowed to switch schedules to be on-duty during those scheduled contract negotiation or grievance meetings.

Section 3. The Union will furnish the Village with the name of its authorized steward, who is employed within the Union and such changes as may occur from time to time in such personnel, so that the Village may at all times be advised as to the authority of the individual representative of the Union, with which it may be dealing with.

Section 4. A Member may have a Union Steward with him/her when he/she is called in for a disciplinary interview or for disciplinary action.

### **ARTICLE 5: DUES DEDUCTION**

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. The Employer shall cease making payroll deductions in the next pay period after receiving the revocation of the authorization.

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. An arbitrator appointed under Article 11, Grievance Procedure, shall have no jurisdiction to consider an alleged violation of this Section.

### **ARTICLE 6: MANAGEMENT RIGHTS**

Section 1. The Village, on its behalf and on behalf of its electors, hereby retains and reserves unto itself without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Village Ordinances, laws and the Constitutions of the State of Michigan and of the United States. Further, the rights to perform any lawful function whatsoever except such as

are specifically stated in this Agreement are reserved to and vested in the Village, including but without limiting the generality of the foregoing and following rights:

- A. To manage its affairs efficiently and economically, carry out cost and general improvement programs, determine quantity and quality of services to be rendered, control materials, tools and equipment to be used, introduce new equipment, machinery or processes, change or eliminate existing equipment, institute technological changes, and decide on materials, supplies, equipment and tools to be purchased; provided the Village shall not endanger the health, safety or welfare of the members of the bargaining unit in the performance of their duties.
- B. To construct new facilities, improve existing facilities and determine the number, location and type of facilities and installation.
- C. To hire employees.
- D. To determine the size and assignments of the work force and increase or decrease its size.
- E. To permit employees not included in the bargaining unit to perform bargaining unit work in an emergency.
- F. To direct the work force, assign work and determine the number of employees assigned to any particular job, assignment or operation.
- G. To establish, change, combine or discontinue the job classifications within the bargaining unit.
- H. To determine work schedules, lunch periods, rest periods and clean-up times.
- I. To discipline, discharge, or demote employees for just cause.
- J. To establish, revise and enforce operating policies, procedures, and rules.
- K. To transfer or promote employees from one classification or shift to another.
- L. To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.
- M. To layoff and recall employees as it deems appropriate.
- N. To subcontract bargaining unit work, enter into mutual aid or automatic aid agreements, consolidate or merge with other police or public safety departments, or enter into a regional law enforcement department authority or organization. In the event of any consolidation or merger with other police or public safety departments, the Village shall bargain the effects of a

consolidation or merger. No bargaining unit member shall be laid off as a result of a consolidation or merger, unless he/she is offered employment with the new entity.

Section 2. The Police Department Rules and Regulations and Village Policy and Procedure Manual, in effect on October 17, 2023, are incorporated by reference into this Agreement, unless superseded or modified by an express term of this Agreement.

### **ARTICLE 7: SUBCONTRACTING**

The Village shall have the right to subcontract bargaining unit work. It shall comply with all applicable laws concerning the issue of subcontracting, including the duty to bargain imposed, if any, by the Michigan Public Employment Relations Act and other state laws. No bargaining unit member shall be laid off as a result of subcontracting, unless he/she is offered employment with the new entity.

Nothing in the Agreement shall be interpreted as prohibiting the Village from using an outside entity to perform emergency or non-emergency law enforcement-related activities.

### **ARTICLE 8: UNION RIGHTS**

Section 1. The Union shall be allowed use of the Police Department, or other designated meeting area, without charge, for Union meetings. Proper clearance for the use of said facilities shall be obtained from the Chief of Police, or other Employer designate, prior to the scheduling of any meeting. The meetings shall be conducted in a manner which shall not prove disruptive to the normal functioning of the Police Department or other Village personnel or departments.

Section 2. The Village maintains a personnel file for each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records required to be maintained in accordance with applicable laws.

Personnel files are the property of the Village, and access to the information they contain is restricted. Generally, only supervisors and management personnel of the Village who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the Village Manager. With reasonable advance notice, employees may review their own personnel files during normal business hours provided it does not interfere with normal job duties, or the Village will make arrangements for file review at another time.

Section 3. Political Activity: Members have the same rights to participate in political activity while off-duty and out of uniform as any citizen, providing that such actions do not interfere with the performance of all duties and functions and/or the operation of the Police Department. No employees are allowed to utilize equipment or facilities of the Employer for such activities.



Members shall clearly state that their statements or writings are of their own personal beliefs, and they are not speaking as a representative of the Village Police Department or the Village.

Section 4. Meetings: The Employer and representative of the Union agree to meet when mutually agreeable at a mutually convenient time to discuss working conditions, which are general in nature and may affect the entire department. Such issues would be those which would improve the relationship between the parties and to discuss procedures or issues for avoiding future grievances. If the meeting is requested by the Union, employees not working at the time of the meeting will not be compensated by the Village.

### **ARTICLE 9: NO STRIKE/NO LOCKOUT**

The Union and the Employer recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption in the Employer's services. The Union, therefore, agrees that neither it, nor its members will for any reason, directly or indirectly call, sanction or engage in any strike, walkout, slow-down, stay away, limitation of service, or any other activities that may disturb, restrict or interfere with the services provided by the Employer.

The Union (and its officers) will take prompt, affirmative action to prevent or stop unauthorized strikes, sit downs, stay ins, slowdowns, work stoppages, curtailment of work, concerted use of paid leave time, restriction of work or interference with the operations of the Village by notifying the employees and the Village, in writing, that it disavows these acts. The Union further agrees that the Village shall have the right to discipline (including discharge) any or all employees who instigate, participate in or give leadership to any of these acts.

During the life of this Agreement, the Village shall not lock out any employees as a result of a labor dispute.

### **ARTICLE 10: RULES AND REGULATIONS**

The Village agrees to discuss the establishment and revisions of reasonable rules and regulations concerning bargaining unit personnel matters with the Union. Such rules and/or regulations and/or changes shall be submitted to the Union in writing fourteen (14) calendar days prior to the implementation of same, except in the case of an Emergency. Webster's Dictionary shall define "Emergency." The Village shall have the right to implement the proposed rule or regulation following the fourteen (14) day notice period.

### **ARTICLE 11: GRIEVANCE PROCEDURE**

Section 1. It is the intent of both parties to prevent grievances and to settle any that may arise as promptly and fairly as possible. All time limits hereafter specified, shall be adhered to unless waived by both parties, in writing.

Section 2. A grievance is any dispute, controversy or difference between the parties to the Agreement, arising under the terms and conditions of this Agreement, or any combination of the above on any issue.

Section 3. Grievances will be processed in the following manner within the time limits:

Step 1- Informal Conference: This conference shall be with the Chief of Police, the aggrieved officer, and the Union Steward. The grievance being discussed shall be prepared in detail, setting forth such pertinent information, such as dates, times, name of parties, and shall include the section of the contract that was alleged to have been violated, as well as a proposed settlement to the issue. The aggrieved Police Officer(s) shall present the grievance to the Chief of Police or his/her designated representative in writing. The grievance must be presented to the Chief of Police within five (5) business days from the time that the Police Officer knew or should have known of the existence of the event, which gave rise to the grievance. The Chief of Police or his/her designee will schedule this informal conference step, within ten (10) business days from the date the written grievance is presented to the Chief or his/her designee. If the grievance is not settled in this informal conference step, the Chief of Police or his/her designee shall prepare a written response, and present same to the aggrieved officer and/or Union Steward, within ten (10) business days of the informal conference.

Step 2- Appeal: If the grievance is not settled in Step 1, it shall be presented to the Village Manager within five (5) business days after the Chief of Police or his/her designee has given his/her written answer. The appeal shall be by letter addressed to the Village Manager. The grievance shall accompany said letter and shall be the same grievance as presented to the Chief of Police or his/her designee. The Village Manager will arrange a meeting with the Union representative and the Grievant(s), within ten (10) business days after receipt of the written grievance. A final reply must be in writing and given to the Union within ten (10) business days of the meeting.

Step 3- Arbitration: In the event that the Union does not accept the Second Step answer, it may submit the grievance to arbitration, provided such submission is made within ten (10) business days after receipt by the Union of the Village Manager's answer in Step 2 of the grievance procedure. The Union and Village shall attempt to mutually select an arbitrator within ten (10) business days of the Village's receipt of the Union's notice of its intent to arbitrate the grievance. If they are unable to mutually select an arbitrator, the arbitrator shall be selected through the Michigan Employment Relations Commission ("MERC") and in accordance with its voluntary labor arbitration rules, except the Union and Village may each strike up to twelve (12) names from the roster provided by MERC. Failure to request arbitration, in writing, during such time period shall be deemed a withdrawal of the grievance and shall not be considered further in the grievance procedure. The arbitrator shall have no authority to add to, subtract from, change or modify any of the provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his/her own judgment, to sustain, reverse or modify any alleged unjust discharge, which may reach this step of the grievance procedure. The decision of

the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator shall be shared equally by the Employer and the Union.

### **ARTICLE 12: SPECIAL CONFERENCES**

Section 1. The Village and the Union agree to meet and confer on matters of clarification of the terms of this Agreement and/or other important employment matters upon the written request of either party. The written request shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting.

Section 2. Special conferences shall be scheduled at a time and place mutually agreeable to the parties.

Section 3. Special conferences shall not be considered as a substitute or in lieu of any grievance step. The Employer's participation in a special conference shall not be deemed as an admission that the underlying issue addressed at a special conference constitutes a matter under which the Employer must bargain during the term of the Agreement.

### **ARTICLE 13: DISCHARGE AND DISCIPLINE**

Section 1. Each employee shall be given a copy of each item placed in his or her personnel file, by the end of the employee's next regular shift, unless such item was furnished by the employee himself. All disciplinary records involving a written reprimand or lower discipline which are more than three (3) years old shall be deleted from the personnel file. All suspensions which are more than seven (7) years old shall be deleted from the personnel file. In evaluating the appropriateness of progressive discipline, an arbitrator shall consider all discipline in the personnel file. Each employee's personnel file shall be open to his or her personal inspection during the regular working hours of the Chief.

Section 2. Handling of Citizen Complaints: The Union and the affected employee shall be notified of any department investigations, after the Department determines that it may have cause for disciplinary or criminal action against the employee.

The affected employee shall be required to answer to any allegations of misconduct after receiving notice of the department investigation and having an opportunity to consult with the local steward or his alternate and be provided a department charge sheet listing the specific charges and/or allegations against the employee.

The Department shall provide the Union with copies of the written statements, documents, and audio tapes it received and produced during the course of the investigation (other than documents subject to the Attorney/Client privilege) at the time that discipline is issued to the employee.

The affected employee shall be allowed to exercise protection afforded him under the doctrine set forth in *Garrity v. New Jersey*, 385 US 493 (1967), *Spevack v. Klein*, 383 US 551 (1956) and the Michigan Disclosures by Law Enforcement Officers Act, MCL 15.391 et seq.

Section 3. The Village reserves the right to discipline and discharge for just cause. When appropriate, the first line of correction should be a verbal counseling session with a supervisor, which is not a form of discipline. In any case where an employee disciplinary action is necessary, the following order of procedures shall be generally followed:

- A. Written verbal reprimand
- B. Written reprimand
- C. Suspension
- D. Dismissal

Any of the above procedures for discipline may be waived by the Village, depending on the seriousness of the offense.

#### **ARTICLE 14: SENIORITY**

Section 1. Classification: Classification seniority shall be defined as the employee's length of continuous, full-time service within a specific classification within the bargaining unit. Classification seniority shall be used for picking shifts, off days and vacations within the classification. Probationary periods for promotion to another classification shall be one year in length, with the purpose being to give the Employer the opportunity to observe the Employee at work and evaluate whether the Employee has the ability, knowledge and skills required to satisfactorily perform the job duties. If, during the twelve-month probationary period, the Employer determines that the employee does not meet the criteria, or does not otherwise possess the necessary skills, knowledge, ability, and other attributes to properly perform the job duties of that classification, the employee shall be returned to his/her previous job classification and go back to the bargaining unit in which he/she came from, without loss of seniority.

The Employer shall retain two seniority lists, one for full-time and the other for part-timers. At the commencement of the 2023-2025 collective bargaining agreement, all full-time employees shall be ranked on the full-time seniority list, based on their date of hire with the Village Police Department as a full-time employee. At the commencement of the 2023 – 2025 collective bargaining agreement, all part-time employees shall be ranked on the part-time seniority list, based on the number of hours they have actually worked for the Village Police Department. Subsequent new hires shall be placed at the bottom of the full-time or part-time seniority list. If a part-time employee becomes a full-time employee, he/she shall be placed at the bottom of the full-time seniority list.

If a full-time employee becomes part-time, voluntarily or by layoff, he/she shall be placed on the part-time seniority list according to the hours he/she previously worked.

Section 2. New-hire probationary periods shall be for twelve (12) months. A "new hire" employee is defined as the date from which an employee became a full-time employee of the Police Department. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the necessary skills, knowledge, ability and other attributes, which will qualify him/her for regular employee status. During the probationary period the employee shall have no seniority status and may be laid off, disciplined or terminated in the sole discretion of the Employer, without regard to his/her relative length of service and without recourse to the grievance procedure. At the conclusion of his/her probationary period, the employee's name shall be added to the seniority list as of his/her last hiring date. An employee shall forfeit his/her seniority rights for the following reasons:

- a. He/she resigns or is laid off and is not returned in accordance with recall.
- b. He/she is dismissed for just cause.
- c. He/she is absent without leave for a period of two (2) consecutive days or more (exceptions to this may be made by the Employer on the grounds of good cause for failure to report).
- d. He/she retires.
- e. He/she fails to return to work within five (5) days from the date of a first-class mailing of recall notice.
- f. He/she fails to return to work within the time limits of a leave of absence.
- g. He/she is convicted or pleads guilty or nolo contendere to a felony or high court misdemeanor.
- h. Is laid off and not recalled for two (2) years of the length of his/her seniority, whichever is less.
- i. He/she fails to return to work from a medical leave of absence within twenty-four (24) months from the start of that medical leave.

Choice of off days available and shifts available shall be based on classification seniority.

Section 3. In the event an employee is separated from the Department as a result of disciplinary action and is subsequently reinstated to his/her position, his/her department seniority shall be maintained from the original date of hire.

Section 4. An employee who leaves the bargaining unit shall have their seniority frozen during such period, subject to the "Layoff and Recall" language of this agreement. When said employee returns to the bargaining unit, he/she shall not displace employees having more Department seniority.

### **ARTICLE 15: LAYOFF AND RECALL**

Section 1. If it is necessary to layoff personnel, said personnel shall receive a written notice (15) calendar days prior to any layoff.

Should the Employer elect to lay off either full-time or part-time employees, layoffs shall be by classification and assignment. If more than one employee is in the same assignment, the employee with the least seniority shall be laid off.

Full-time employees may bump part-time employees in the same classification, provided: (1) they have less seniority, and (2) the full-time employee has the ability to perform the work of the part-time employee.

Full-time members of the command officers' bargaining unit may bump a full-time or part-time employee in a lower classification with less seniority, provided the command officer has the ability to perform the work. Part-time members of the command officers' bargaining unit may bump a part-time employee in a lower classification with less seniority, provided the command officer has the ability to do the work.

Section 2. Employees that are the last laid off will be the first to be called back, providing that the recalled employee has the ability to perform the job and agrees that a physical and/or psychological examination may be required, at the discretion of the Employer, to show fitness for duty. The cost of the physical and/or psychological examination will be paid for by the Employer.

Section 3. Notice of recall shall be sent to the Officer at his/her last known address by certified mail. If any employee fails to report for work within ten (10) working days from date of mailing of notice of recall, he/she shall be considered to have quit.

### **ARTICLE 16: SHIFTS**

Section 1. Shift Bids. Shift assignments shall be selected on a seniority basis, except as limited by the following:

- A. Probationary employees shall be distributed over all shifts as evenly as possible.
- B. Notwithstanding any other provisions of this Article, the Chief of Police may change, beginning with the lowest seniority employee, any patrol officer's shift or platoon assignment due to another patrol officer's retirement, resignation, layoff, promotion, transfer, leave of absence, sick leave, or change in the number of patrol officers deployed on shifts, or other legitimate

operational reasons. Prior to any reassignment, the Chief of Police shall request, in order of descending seniority, if any patrol officer wants to volunteer to transfer to the open shift or platoon.

C. No later than March 15 and September 15 of each year, for each employee assigned to road patrol shall submit a bid to the Department indicating which shift is preferred for the next rotation. The Department shall prepare the schedule based on the above limitations, so as to meet as many of the shift preferences as possible, in order of rank seniority. The schedule shall be posted at least ten (10) days in advance of the start of the new schedule. The schedule shall be subject to change when necessary in the opinion of the Chief of Police for the effective operation of the Department, provided that employees are given at least forty-eight (48)-hours notice, except in case of an emergency. The provisions of this section do not apply to overtime assignments.

After shift bid is completed, the Chief shall assign officers to a shift. The shift assignment shall be for six (6) months, except as described in the above section. The Chief's assignment shall not be arbitrary. Shift bids shall go into effect on May 1 and November 1 each year.

Vacations shall be picked after the shift bids are posted. Vacation selection is by classification seniority on the shift selected.

Section 2. Trading Shifts. Employees will be allowed to trade days and shifts with each other, provided that said trades shall not create overtime. Employees are responsible for keeping track of trade-time and time owed. The Chief or his/her designee shall be notified of any trade-time prior to the trade, and any trades that the Chief deems disruptive to the operation of the Police Department or detrimental to officer safety may be denied.

## **ARTICLE 17: UNIFORMS AND EQUIPMENT**

Section 1. Each full-time and part-time officer is required to dress in an appropriate uniform provided by the Village of Dundee. The color, design, and style of uniforms shall be decided by the Village of Dundee. Officers will be able to choose the uniform items needed from a supplier designated by the Village of Dundee, or another vendor, if approved in writing, in advance, by the Chief of Police. The Village of Dundee will establish a procedure for employees to order uniform items when needed. The Village of Dundee will budget five hundred (\$500) dollars annually to each full-time and four hundred (\$400) dollars annually to each part-time officer as a uniform allowance. Requests to make a purchase shall be made through contact of the Accounts Payable Clerk or by emailing [ap@villageofdundee.net](mailto:ap@villageofdundee.net) prior to the purchase.

Section 2. New hires will receive uniforms promptly after hire.

Section 3. Any uniform needs that exceed the annual uniform allowance shall be paid by employee.

Section 4. The Village shall provide each officer with protective vests.

Section 5. Uniforms purchased through the Village Uniform Allowance shall only be used for on-duty work at the Village's Police Department.

### **ARTICLE 18: OFF-DUTY WORK**

Section 1. Supplemental employment is not encouraged but is permitted. Approval of supplemental employment must be given by the Police Chief, in writing, prior to the employee starting the supplemental employment. The Police Chief may not arbitrarily or unreasonably deny a request for supplemental employment. Prior to denial, the Police Chief shall meet with the officer to discuss alternatives. An employee may not:

- a. Solicit supplemental employment during the course of performing departmental work;
- b. Utilize departmental facilities, equipment, supplies, vehicles or material for their supplemental work;
- c. Accept compensation from attorneys actively engaged in criminal defense work;
- d. Perform any employment in the marijuana or establishments covered by the LCC;
- e. Allow the supplemental employment to affect a Police Officer's job performance or attendance.

Section 2. The Village does not require any employee to carry a firearm or any other weapon while the employee is not on active duty. However, this does not preclude the employee from carrying a weapon while off duty. If a Police Officer carries his/her assigned and/or qualified weapon it shall be in compliance with the department's policies and procedures and the Village assumes no liability, should the weapon be used improperly.

### **ARTICLE 19: PROMOTION AND SPECIAL ASSIGNMENTS**

Section 1. Promotions. Promotions from the position of Police Officer to a Command Officer position shall be on the basis of knowledge, skills, ability, and qualifications. Additionally, five (5) years of full-time prior police experience as an MCOLES certified police officer, of which 4,000 hours actually worked shall be as a Police Officer of the Village, shall be a requirement for application for promotion. If no employee meets this prior experience criteria, the Chief may waive this requirement, if mutually agreeable with the Union. Dependent on the number of applicants for any promotion, the Chief shall have the option of convening an oral board, comprised of appropriate persons of his/her choosing, to conduct interviews of candidates for promotion. Any such interview results shall also weigh equally with the above listed areas pertinent to promotion, with the Chief having discretion to promote either of the top two candidates, unless determination is made that there is no qualified candidate for promotion.



If no internal candidates who meet the experience requirements for promotion sign the posting, the Chief may consider candidates from the outside. In evaluating the qualifications of the candidates, the Chief shall consider their experience, training, education, disciplinary record, attendance record, and interview score. If no candidate is deemed to be acceptable, the Chief shall restart the promotion process.

Section 2. Special Assignments. The Police Chief shall have the discretion to appoint bargaining unit employees to Special Assignments based on their experience, training, education and demonstrated interest in the Special Assignments. The Police Chief shall also have the discretion to end a Special Assignment. Special Assignments shall include: School Resource Officer, assignment to regional narcotics enforcement teams and similar specialized activities. If no qualified internal candidate (based on criteria cited in the above Section 1) applies, the Police Chief may give the Special Assignment to a candidate from the outside.

Section 3. Vacancies for Promotions and Special Assignments. Vacancies shall be posted on the Police Department bulletin board for ten (10) calendar days, during which time interested candidates may submit notice of their interest in writing to the Police Chief. All candidates shall receive an interview by an interview board designated by the Police Chief prior to selection of the successful applicant.

## ARTICLE 20: TIME OFF

Section 1. Holiday. It is understood that because of the nature of the job, full-time officers will have to work during periods normally classified as holidays. Because of this, full-time officers scheduled and working during an office recognized holiday shall receive pay for eight (8) holiday hours at regular rate of pay for all the holidays listed below. The hours shall not be included in calculating the forty (40) hour week, for purposes of overtime. Holiday hours may not be counted as earned Comp Time but will be paid out in the Holiday Pay Period. Full-time officers who are required to work on one of the holidays listed below shall receive, in addition to the holiday pay, one and one-half times their normal hourly rate of pay for all holidays so worked.

|                     |                  |                               |
|---------------------|------------------|-------------------------------|
| Employee's Birthday | New Year's Day   | Martin Luther King's Birthday |
| President's Day     | Good Friday      | Easter Monday                 |
| Memorial Day        | Independence Day | Labor Day                     |
| Veteran's Day       | Thanksgiving Day | Day After Thanksgiving        |
| Christmas Eve       | Christmas Day    | New Year's Eve                |

### Section 2. Vacation.

A. All full-time officers (including SRO's who work forty (40) hours per week, year-round) shall be entitled vacation with pay on their anniversary date of hire to a full-time position according to the following schedule:

|                               |                                  |
|-------------------------------|----------------------------------|
| One (1) year of service       | Two (2) weeks                    |
| Three (3) years of service    | Two (2) weeks and three (3) days |
| Five (5) years of service     | Three (3) weeks                  |
| Ten (10) years of service     | Four (4) weeks                   |
| Fifteen (15) years of service | Five (5) weeks                   |
| Twenty (20) years of service  | Six (6) weeks                    |

B. Vacation pay shall be computed and paid on the basis of forty (40) hours at the employee's straight-time hourly rate of pay for each week of vacation or portion thereof to which the employee is entitled.

C. Employees on sick leave, or an approved leave of absence, or terminated from employment, shall receive pro-rated vacation pay, based upon one-twelfth (1/12) of the vacation allowance for each month or each major fraction thereof between the employee's anniversary date the employee's termination date.

D. Each employee is requested and encouraged to utilize one hundred percent (100%) of his/her annual vacation time off. An employee shall be allowed to carry over forty (40) hours of vacation time to the following year and an employee may request a payout of up to forty (40) hours of his or her unused vacation by his/her anniversary date of hire of each year by submitting a request to the Village Manager for such payout. Any vacation time that is unused, not eligible for carry over, or not paid out as stated above is forfeited.

### Section 3. Sick Leave.

A. Each full-time officer (including SRO's who work forty (40) hours per week, year-round) shall receive one (1) sick leave day per month in an individual sick leave bank, with a maximum of one hundred eighty (180) days.

B. Each part-time officer and SRO's who do not work forty (40) hours year-round, shall receive one (1) hour of sick leave for every workweek in which they actually work at least thirty (30) hours per week, with a maximum of one hundred (180) days.

C. Sick leave shall be granted to an employee when the employee is incapacitated from the performance of his/her duties by sickness, injury, or emergency medical, dental, or optical examination or treatment. Sick leave shall also be granted when a member of the immediate family of the employee requires the care and attendance of the employee due to illness or injury, in which case the Employer may request medical verification from a Medical Doctor.

D. Accumulated sick leave bank is furnished bi-weekly on the employee's paystub.

E. Sick leave cannot be cashed out. Sick leave bank shall not be paid out at retirement or separation of the employee from employment with the Village of Dundee.

Section 4. Personal Days. Effective March 1, 2024:

- 5 personal leave days for full-time employees
- 3 personal leave days for SRO's (unless the SRO works full-time year-round)
- 0 personal leave days for part-time employees

Section 5. Military Leave. The Village follows federal and state law regarding re-employment rights of veterans and in granting leaves of absence. Employees who require a leave shall inform the Police Chief as soon as they receive their orders or schedules, of the date that the employee must leave for service.

A military leave of absence will be granted to employees, to attend scheduled drills or training or if called to active duty with the U.S. armed services.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during leaves lasting more than two (2) weeks and will resume upon the employee's return to active employment.

Employees on two-week active-duty training assignments or inactive duty training drills are required to return to work for the first regularly scheduled shift after the end of training, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with all applicable state and federal laws.

Section 6. Funeral Leave. An Employee shall be granted up to three (3) working days' leave to attend the funeral and/or memorial services in the event that a death occurs in the Employee's immediate family or the immediate family of the Employee's spouse/partner. An Employee who loses work from his regularly scheduled hours shall receive his regular rate for such lost time for the funeral leave. "Immediate family" shall mean the Employee's husband, wife, life partner, parents, grandparents, grandchildren, children (natural, adopted, or step), brothers and sisters, brothers-in-law and sisters-in-law and parents-in-law or close relative living with the Employee. One (1) workday shall be allowed to attend the funeral of an Employee's niece or nephew. In the event that the funeral of a member of the Employee's immediate family shall take place out of the State of Michigan, an additional period of two (2) consecutive working days' leave shall be granted. "Life partner" shall mean an unmarried person living in the Employee's house on a full-time basis, other than a renter, and who has a committed personal relationship with the Employee similar to that of a spouse.

Section 7. Jury Duty. An Employee called upon to serve on a jury on a work-related matter shall continue to receive regular compensation while so engaged. In the event the Employee is awarded a fee for such service, the Employee shall surrender those fees to the Village. The employee shall be required to return to work if one or more hours remain in the normal workday.

## **ARTICLE 21: INSURANCE**

Section 1: Health Insurance. Effective January 1, 2024, the Village shall provide Aetna AFA CPOSII 500 to full-time employees after ninety (90) calendar days of service. The prescription drug rider shall be \$3 or \$10/\$45/\$75/20% retail; Mail Order Service: \$20/\$90/\$150; Specialty: no 90 days.

The Village shall pay the employees hired prior to November 1, 2023, who voluntarily opt out of health, prescription drug, dental and vision insurance \$7,500 per year. Employees hired on or after November 1, 2023, who voluntarily opt out of health, prescription drug, dental and vision insurance, the Village shall pay the employee \$4,000 per year.

Section 2: Dental Insurance. The Employer shall pay the full cost of the employee's dental plan including the employee and his/her dependents.

Section 3: Vision Care Insurance. The Employer shall pay the full cost of the premium for the employee and the employee's dependents for a Vision Benefits.

Section 4: Employee Contributions. All employees shall pay the following monthly amounts towards their own healthcare benefits, effective January 1, 2024. Each year the total cost of healthcare benefits (Medical, Rx) will be calculated and then the employees will pay the following percent contributions towards those costs.

Single: 18.02%  
Two Person: 10.19%  
Family: 11.18%

Section 5: Insurance Carriers. The Village reserves the right to change insurance carriers, provided that substantially equal or better coverage is provided.

Section 6. Life Insurance: Full-time employees shall be covered with \$30,000 life insurance and AD&D. Effective January 1, 2024, part-time employees shall be covered by the Village's AD&D policy.

## **ARTICLE 22: RETIREMENT**

Section 1. Effective March 1, 2024:

- A. Full-time employees shall be enrolled in the same MERS Defined Benefit program as the Village's DPW employees and shall continue to be covered by the Village's Defined Contribution Program. An employee may elect to contribute 2%, 3% or 4% of their gross wage and the Village will match the employee's 2%, 3% or a maximum of 4% contribution. An employee may elect to contribute an additional 1%, up to a maximum of 5% employee contribution.

B. Part-time officers shall continue to participate in the Defined Contribution plan at the current 3% employer-employee match.

**ARTICLE 23: WAGES**

Effective March 1, 2023:

Patrol Officers Wage

|                | Start   | Year/Step 1 | Year/Step 2 | Year/Step 3 | Year/Step 4 |
|----------------|---------|-------------|-------------|-------------|-------------|
| Patrol Officer | \$24.00 | \$25.50     | \$27.00     | \$28.50     | \$30.00     |

Effective March 1, 2024:

Patrol Officers Wage

|                | Start   | Year/Step 1 | Year/Step 2 | Year/Step 3 | Year/Step 4 |
|----------------|---------|-------------|-------------|-------------|-------------|
| Patrol Officer | \$24.96 | \$26.52     | \$28.08     | \$29.64     | \$31.20     |

Effective March 1, 2025: wage reopener.

Wages shall only be paid retroactively to employees on the active payroll on the date the Union and the Village have ratified the tentative agreement (October 23, 2023).

Part time police officers will cap out at Step 3.

School Resource Officers and Full Time Officers will be eligible for Step 4.

Patrol Officers promoted to Sergeant will be given credit for any Village time served prior to promotion for pay increase.

Step Assignment for New Hires:

- Year/Step 1    Less than 3 years of law enforcement experience
- Year/Step 2    3 to less than 5 years of law enforcement experience
- Year/Step 3    5 or more years of law enforcement experience

Field Training Officers (FTO) shall receive one (1) hour of overtime for each full shift served as the FTO.

## **ARTICLE 24: ALCOHOL AND DRUG TESTING**

Section 1. Alcohol and Drug Testing. The parties recognize that controlled substance or alcohol abuse by an employee often contributes to less than satisfactory attendance and job performance and may needlessly endanger the safety and well-being of other employees and members of the general public. The Employer may require an employee to submit to a drug and/or alcohol screening:

Refusal to comply with an order to submit to a drug or alcohol screening shall be a basis for discharge, provided the Village has reasonable suspicion to order alcohol or drug testing.

When an employee is involved in a vehicle accident on duty, or any incident, whether on duty or off duty wherein a firearm is discharged, which results in death or injury, or damage to property and there are specific facts and reasonable inferences drawn from those facts to establish reasonable suspicion that the employee was under the influence of any controlled substance or alcohol at the time of his/her involvement.

When a Command Officer has reasonable suspicion, predicated upon specific facts and inferences drawn from those facts that an employee is under the influence of a controlled substance or alcohol.

“Controlled substance” shall include recreational or medical marijuana.

## **ARTICLE 25: SAVINGS CLAUSE**

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

## **ARTICLE 26: WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter which may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

## **ARTICLE 27: TERM OF AGREEMENT**

Section 1. This Agreement shall be effective March 1, 2023, and continue in full force and effect until February 28, 2026, and continue until another Agreement has been concluded.

Section 2. If either party desires to terminate this Agreement, it shall, at least ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination, or withdraws the same prior to the termination date, the Agreement shall continue in effect from year to year thereafter, subject to notice prior to the current year's termination date.

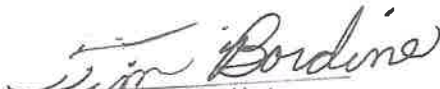
Section 3. If either party desires to modify, terminate or change this Agreement, it shall, at least ninety (90) calendar days prior to the initial termination date, or any other termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. Any amendments that may be agreed upon shall become part of this Agreement without modifying or changing any of the other terms of this Agreement.

The Village and Union shall meet to exchange first proposals no later than November 1, 2025, with the objective of reaching a successor collective bargaining agreement prior to February 28, 2026.

Section 4. The parties acknowledge the existence of the Local Financial Stability and Choice Act, PA 436 of 2012, as amended ("the Act"), to the extent it remains in effect during the term of this Agreement. Such acknowledgement does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Manager; (2) PA 436 of 2012, as amended, (Local Financial Stability and Choice Act) ("the Act"); or (3) any action of an Emergency Manager which acts to reject, modify or terminate the collective bargaining agreement. This Section shall immediately become null and void if that Act is stayed, reversed in a referendum, or ruled unconstitutional or reversed in a final decision by the Michigan Supreme Court, the Michigan Court of Appeals or federal court.


In witness whereof, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2023.


Village of Dundee

  
Tim Bordine, President

  
Shirley Massingill, Clerk

Police Officers Association of Michigan

  
David LaMontaine

  
Christine Hicks, Steward