

6/30/94

AGREEMENT

Between

CITY OF PLYMOUTH

and the

POLICE OFFICERS ASSOCIATION OF MICHIGAN
(POLICE DISPATCH UNIT)

Plymouth, City of

Effective: January 1, 1992 through June 30, 1994

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AGREEMENT

This Agreement, made and entered into this _____ day of _____, by and between the City of Plymouth, hereinafter referred to as the Employer, and the Police Officers Association of Michigan (POAM), hereinafter referred to as the Union.

**ARTICLE I
PURPOSE AND INTENT**

1.1: The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Union. Recognizing that the interest of the community and the job security of the employees dependent upon the Employer's ability to continue to provide proper services to the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of the Agreement.

**ARTICLE II
RECOGNITION**

2.1: Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize the Police Officers Association of Michigan as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the unit of regular full-time public safety dispatchers and part-time public safety dispatchers of the Plymouth Police Department (hereinafter called the "Unit").

2.2: The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the Plymouth Police Department and the employees therein are vested solely and exclusively in the Employer.

2.3: The Employer and the Union agree that for the duration of this Agreement, neither shall discriminate against any job applicant or employee in the unit because of any reason made unlawful by state or federal law, nor shall the Employer or its agents nor the Union, its agents or members discriminate against any employee or applicant for employment in the Unit because of his membership or non-membership in the Union.

2.4: The Union agrees that, except as specifically provided for in the terms and provisions of this Agreement, and except for discussions of contract interpretation and grievances as herein provided for, employees in the unit shall not be permitted to engage in Union activity during working hours.

2.5: The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE III
UNION SECURITY

3.1: Agency Shop. All employees in the unit shall, as a condition of continued employment, pay to the Union an amount of money equal to that paid by other employees in the unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and the Union's regular and usual dues. For present employees in the unit, such payments shall commence thirty-one (31) days following the date of employment.

ARTICLE IV
DUES CHECK-OFF

4.1: During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employees in the unit who are members of the Union all dues and/or initiation fees of the Police Officers Association of Michigan, provided, however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Union.

4.2: Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union. Dues deducted shall commence on the first pay period of the month. Deduction of initiation fees will be made in two equal installments from wages payable on the two pay periods immediately following the effective date of authorization. Dues deducted from any calendar month by the Employer will be remitted to the designated finance officer of the Union as soon as possible after the payroll deductions have been made. The Employer shall furnish the Union finance officer an up-to-date list of those employees who have signed checkoff authorizations and whose dues have been deducted from their paychecks. Where an employee who is on checkoff is not on the payroll during the week which deduction is to be made or who has no earnings, or insufficient earnings during the week or is on

a leave of absence, double deductions will be made in the following months.

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

4.4: Hold Harmless: The Union agrees to hold the City harmless for any and all claims arising out of its agreement to deduct dues and initiation fees.

ARTICLE V
STEWARDS

5.1: The Employer recognizes the right of the Union to designate a Steward and alternates from the seniority list of the unit described in Section 2.1. Once a Steward and alternates are selected, their names will be submitted to the Police Chief and the City Manager for their information.

5.2: The authority of the Steward and alternates so designated by the Union shall be limited to and shall not exceed the following duties:

- A. The investigation and presentation of grievances in accordance with the provisions of the Grievance Procedure.
- B. The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its officers, provided, such messages and information:
 - 1. have been reduced to writing, or
 - 2. if not reduced to writing are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the work of the Police Department.
- C. The Steward shall be permitted reasonable time after notification to his supervisor so that arrangements can be made for his release to investigate, present and process grievances on the premises of the Police Department without loss of time or pay during his regular working hours. Such time spent in handling a grievance during the

Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

ARTICLE VI
UNION RIGHTS

6.1: Bulletins and Orders. A copy of any order, general order, rule, regulation or training bulletin shall be made available to the Steward for the Union.

6.2: Special Conference: Special conferences on important matters will be arranged between the Union and the Chief of Police, the City Manager or a designated representative upon the request of either party. Such meetings shall be between one or more representatives of the Employer and representatives of the Union. Arrangements for such special conferences shall be made five (5) regular work days in advance whenever possible 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 on special conferences shall be confined to those matters included in the agenda, unless both parties agree to include other items. Conferences shall be held on a work day. Work days shall be Monday through Friday during regular City Hall hours.

ARTICLE VII
WORK STOPPAGES

7.1: No Strike or Lockout. There shall be no strikes, concerted failures to report to work, slowdowns, or stoppages of work, nor any lockouts, during the term of this Agreement, nor during any period of time while negotiations are in progress between the parties hereto for the amendment or renewal of this Agreement.

7.2: The City shall have the right to discipline up to and including discharge, any employee who is responsible for, participates in, or gives leadership to any activity herein prohibited.

ARTICLE VIII
MANAGEMENT RIGHTS

8.1: It is understood and agreed that management possesses the sole right to conduct the City's business and to carry out its obligations and that all management rights repose in it, except

that such rights are subject to those conditions, requirements and limitations imposed by law and that said rights must be exercised in a manner consistent with the provisions of this Agreement. These rights include, but are not limited to, the following:

- A. To determine the structure, mission and policies of the Police Department, in accordance with the City Charter, ordinances of the City, laws of the State of Michigan and the Constitution of the State of Michigan and the United States of America.
- B. To determine the schedules of work, number and composition of work force, starting and quitting times and number of hours worked.
- C. To determine the facilities, methods, means, composition and members of its work units and number of personnel; to designate the manning levels needed to carry out the Department mission, and to introduce and try new or improved methods, equipment or facilities without such trial or introduction establishing a binding work practice.
- D. To make rules, regulations and procedures relating to the operation of the Department, the performance and deployment of its members.
- E. To create and administer a personnel system including classification, examination, selection, hiring, retention, promotion, assignment or transfer of members pursuant to law and rules and regulations of the Department.
- F. To discipline or discharge members for cause in accordance with rules and regulations of the Department.
- G. To establish such standards of work effectiveness, performance and appearance as may be necessary to accomplish the mission of the Department.
- H. To limit the outside employment of bargaining unit members that would interfere with his/her ability to discharge City responsibilities adequately.
- I. The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or sub-contracting is vested in the City. The right to contract or subcontract

shall not be used for the purpose of undermining the Union nor to discriminate against any of its members.

ARTICLE IX
SENIORITY

9.1: Seniority shall be defined as a dispatcher's continuous employment with the Plymouth Police Department since his/her last hiring date. "Last hiring date" shall mean the date upon which the employee first reported for work at the instruction of the Department as a dispatcher of the Department and since which date he/she has not quit, retired, or been discharged. No time shall be deducted from an employee's seniority due to authorized leaves, vacations, layoffs or during a promotional probationary period if promoted out of the bargaining unit to a position within the Police Department.

9.2: City Seniority. A dispatcher with prior non-sworn City service shall not lose benefits to which he/she may be entitled based on such prior service and which are transferable to the Police Department except that such prior City service shall not allow that person to exercise a selection privilege or right over other dispatchers already in the bargaining unit.

9.3: Probationary Period. All new dispatchers shall be considered probationary employees until they have completed a minimum of 520 hours or a maximum of 2,080 hours of consecutive employment as dispatchers with the City of Plymouth. Length of probationary period shall be determined by the Chief of Police.

9.4: Probationary Employee Termination. A probationary dispatcher may be terminated at the sole discretion of the employer without regard to relative length of service. In the event of such termination, the employer will give written notice thereof to the Union. The notice shall state the reason for such termination. Termination of a probationary employee is not subject to the grievance procedure as outlined in this contract.

9.5: Seniority List. A seniority list covering bargaining unit employees will be maintained in a current status and posted on the unit's bulletin board. An employee will not lose his/her position on that list except when seniority is terminated as herein described.

9.6: Loss of Seniority. A bargaining unit member's seniority shall terminate:

- A. If the member resigns, retires or is justifiably discharged.
- B. If the member is absent without authorization for three (3) full shifts of work without making proper notification to the Department unless the member can demonstrate that such lack of notification was the result of an inability to communicate with the Department.
- C. If, following a layoff for lack of work or funds, he fails or refuses to notify the Chief or his designee of his intention to return to work within three (3) work days after a written notice, sent by certified mail, of such recall is sent to his/her address on record with the City, or, having notified the Chief or his designee of his/her intention to return, fails to do so within ten (10) calendar days after such notice is sent.
- D. When he has been laid off for lack of work or funds for more than twenty-four (24) consecutive months.
- E. When, for any reason other than authorized absences and layoffs resulting from lack of funds and/or work, a bargaining unit member performs no work in the Department for a period of one (1) year. Extensions of six (6) months may be mutually agreed to when supported by competent medical evidence.
- F. When certified as permanently disabled from employment as a dispatcher by competent medical authority. Such disability certification may be the subject to arbitration by either party.
- G. If a bargaining unit member accepts employment with another employer or actively engages in business for him/herself while on paid sick or bereavement leave. Such employment will subject the member to automatic termination of seniority except as otherwise mutually agreed by the parties to this contract.

ARTICLE X
LAYOFF AND RECALL

10.1: If it becomes necessary to layoff members of the bargaining unit, part-time employees shall be laid off first, followed by full-time probationary employees. Thereafter,

full-time bargaining unit members shall be removed on the basis of their classification seniority in inverse order of that of seniority. Laid off employees shall be recalled in accordance with their seniority. The Chief shall give written notice to the Union, and to those members affected, of any proposed layoff. Such notice will state the reason therefore, and shall be provided at least one (1) week before the effective date thereof.

ARTICLE XI
PROMOTIONS

11.1: In the event that classifications above the rank of public safety dispatcher are created, the Employer agrees to negotiate with the Bargaining Unit for the promotional procedure to be used to fill the newly created positions.

ARTICLE XII
UNION TIME OFF

12.1: The City agrees to grant up to four (4) duty days off, without pay, to designated representatives of the bargaining unit for the purpose of attending Union-sponsored functions. Requests for such time off shall be submitted not less than ten (10) regular work days in advance and shall state the length of time the employee will be off. Such leave shall not involve more than one on-duty employee at a time. Time off to attend negotiations shall involve not more than one (1) on-duty employee.

ARTICLE XIII
GRIEVANCE PROCEDURE

13.1: Purpose - the purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances.

13.2: Definition of a Grievance. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

13.3: Presentation of a Grievance. To be a proper grievance it must be presented at the first step of the Grievance procedure within twenty-eight (28) calendar days of knowledge or when such information should have been known.

13.4: Extension of Time Limits. By mutual written agreement, any time limits may be extended or waived.

A. Step I - Verbal

Any person who has a grievance may, on their own or with Union representation or the Union may on its own, discuss such grievance with the immediate Supervisor at such level at which grievance was thought to have been initiated.

If the grievance is not satisfactorily settled at Step I, grievance shall be reduced to writing and presented to the Chief, or his designee within fourteen (14) calendar days of answer in Step I.

B. Step II - Written to Chief

Upon receiving a written grievance, the Chief or his designee shall cause a meeting to be held with the Union or Union and grievant within seven (7) days and the Chief will give his written answer within fourteen (14) calendar days of said meeting.

If the grievance is not satisfactorily resolved at Step II, the Union may, within fourteen (14) calendar days of answer in Step II, present said grievance to the City Manager or his designee.

C. Step III - City Manager

Within fourteen (14) calendar days of receipt of the grievance by the City Manager or his designee, the City Manager or his designee shall cause a meeting to be held with the Union or the Union and the grievant.

City Manager shall answer such grievance within fourteen (14) calendar days of said meeting.

D. Step IV - City Commission

If the Union feels that the grievance is not satisfactorily settled in Step III, then the Union may, within fourteen (14) calendar days of receipt of the Step III answer to the POAM office, file a notice with the City Clerk of its intention to appeal said grievance to the City Commission. The City Clerk shall place said notice on the agenda of a regular or special meeting of the City Commission which will occur within twenty-one (21) days of receipt of said notice, and give notice of such to

the Union and the City Manager. At such time as the appeal is scheduled to be heard, the City Commission shall hear testimony from both the Administration and the Union. The City Commission shall make a determination no later than the next regular meeting following the date of the hearing.

E. Step V - Arbitration

If the Union feels the grievance is not satisfactorily settled the Union may, within fourteen (14) calendar days of receipt of answer in POAM office, file a notice with the City Manager of its intention to appeal said grievance to Arbitration. The Union shall obtain a list of Arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service (FMCS). The answer of the Arbitrator at this step is final and binding on all parties.

13.5: Informal Resolution. The informal resolution of differences of grievances is urged and encouraged to be resolved at the lowest possible level of supervision.

13.6: Timely Action. Immediate Supervisors, Command Officers, and Reviewing Officers shall consider promptly all grievances presented to them, and within the scope of their authority, take such timely action as is required.

13.7: Cost of Arbitrator. The compensation and necessary expenses of the Arbitrator shall be paid one-half (1/2) by the City and one-half (1/2) by the Union.

13.8: Power of Arbitrator. An arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he substitute his discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall he exercise any responsibility or function of the Employer or the Union.

13.9: Individual Adjustment. While an employee may settle a grievance with the Employer, upon request the Union shall be given an opportunity to be present at any such settlement. In no event shall any individual adjustment of a grievance be contrary to or inconsistent with the terms of any agreement between the Employer and the Union.

13.10: Time Limitations. If either party fails to comply with the procedure in filing a grievance in the time limitation set forth in the grievance procedure, the matter shall be deemed to be resolved against that party.

13.11: Grievance Form. The Union shall furnish grievance forms. This form shall be used in filing a grievance. One (1) copy of the form shall be the property of the employee filing the grievance.

ARTICLE XIV
SUSPENSION AND DISCHARGE

14.1: The Employer shall not discharge or discipline any employee without just cause. The Union reserves the right to argue the reasonableness of any work rules not mutually agreed upon. Discharge or discipline must be by written notice, with copy to the Union.

14.2: In the event an employee in the Unit who has completed his probationary period shall be suspended from work for disciplinary reasons or is discharged from his employment after the date hereof and he believes he has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the Chief within three (3) regularly scheduled working days after such discharge or after the start of such suspension.

- A. The Employer agrees to promptly notify the Union in writing of such suspension or discharge, such notice will contain the reasons underlying the suspension or discharge.
- B. It is understood and agreed that when an employee files a grievance with respect to his suspension or discharge, the act of filing such grievance shall constitute his authorization to the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer concerning the alleged offense and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.
- C. Should criminal allegations be brought against a dispatcher arising out of his occupation, he will be advised of his Constitutional rights pertaining to admissions, concessions, and statements before

being required to make any statements with regard to such allegations.

- D. In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge or start of suspension, less any compensation he may have earned at other employment during such period.

ARTICLE XV
PERSONNEL FILES

15.1: The City shall not allow unauthorized persons to read, view, have a copy or of in any way peruse in whole or in part, an employee's personnel files.

15.2: Any employee may view his personnel files as to its total contents, except the background investigation report, upon written request to the Chief.

15.3: The City will take every precaution to maintain security of all personnel records.

15.4: An employee must initial disciplinary papers which are to become a permanent part of his personnel file prior to admittance to the file. Failure to initial disciplinary papers may result in disciplinary action. A copy shall be given to the employee upon request. The City shall not be responsible for any information released to the employee. Employees will also be provided a copy of any meritorious recognition that is placed in his/her personnel file.

ARTICLE XVI
WORK WEEK

16.1: The salaries presently in effect shall be base salaries for full-time service of not less than eight (8) hours per day and forty (40) hours per week for bargaining unit employees, and no more than thirty-two (32) hours per week for part-time bargaining unit employees, which includes a thirty (30) minute paid lunch period. This clause does not preclude part-time bargaining unit members from working in excess of 32 hours per week if so required by the Chief. However, part-time bargaining unit members will not

be scheduled to work in excess of 32 hours per week on a regular basis and will receive time and one-half for hours worked in excess of eight (8) hours in any one day or forty (40) hours in any one week, or otherwise provided for in this contract.

16.2: Twenty-six (26), two (2) week pay periods shall be established for each year. Pay day for each pay period shall be the Friday following the close of the pay period.

16.3: When a pay day falls on any of the recognized holidays, the pay day shall be the preceding Thursday, except for Thanksgiving which falls on Thursday, then the pay day will be the preceding Wednesday.

ARTICLE XVII
TRAINING

17.1: The Employer may schedule training for an employee on a regularly scheduled calendar duty day that will replace the regular duties for the employee for that day or schedule the training in addition to regularly scheduled duties and pay overtime for the training, at the sole discretion of the Employer.

ARTICLE XVIII
SHIFT SCHEDULES

18.1: Thirty (30) days prior to April 1 and October 1 of each year, the Employer will post the calendar duty days of the week and the starting time(s), for the full-time schedules to be staffed for the following six (6) month period. Selection from among the designated full-time schedules will be made based on seniority. This selection process will not involve the Records Clerk position nor the employee working in the position at the time of selection. This selection process will also not involve or affect training assignments, part-time employees or work done by part-time employees or any full-time employee during basic training. Should it become necessary for the Employer to delete full-time schedules during the six (6) month period, such deletions will be made in reverse order that they were selected.

ARTICLE XIX
MILEAGE

19.1: Should an employee have to use his/her personal car for City business, the City will reimburse the employee at the approved rate, but in no case will car fare exceed the cost of tourist air transportation. The approved mileage rate is 24¢ per mile.

19.2: Should an employee have to pay for parking while on City business, the City will reimburse the employee the exact amount.

19.3: Employees will report this information on petty cash forms accurately to their supervisor. Receipts shall be attached, if possible.

19.4: All out of state travel shall have the prior approval of the city manager.

ARTICLE XX
OVERTIME

20.1: Overtime/Call-in. When authorized by the department head, overtime shall be compensated at time and one-half (1-1/2) base pay for all hours worked over eight (8) per day or forty (40) hours per week. In the event that a full-time or part-time employee is called in to work during non-scheduled hours, said employee shall be paid at time and one-half (1-1/2) rate and receive a minimum of 2 hours pay at time and one-half. Hours worked shall be deemed to be non-scheduled if the employee is called in to work said hours with less than twenty-four (24) hour advance notice, and it does not immediately follow an assigned shift.

All overtime/call-in shall be based on seniority beginning with the most senior full-time dispatcher through the least senior part-time dispatcher.

20.2: Comp-Time. All employees shall accumulate comp-time at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. It is the responsibility of the department head to authorize all overtime. The employee will be given the option of utilizing comp time or receiving overtime compensation prior to accepting any overtime. The maximum accumulation of comp-time is seventy-five (75) hours within a one year period. Once the 75 hour maximum comp-time is reached, any overtime worked will be compensated at the rate of one and one-half (1-1/2) times the base wage for each hour of overtime worked. Accumulated comp-time may be used in full or half day increments upon approval of the department head. Upon termination of employment, employees will receive compensation at their current straight time hourly rate or the average rate of compensation for the last three years, whichever is higher, for all accumulated comp-time.

ARTICLE XXI
LONGEVITY

21.1: Longevity shall be paid to all full-time employees in accordance with the following.

- A. Once an employee has attained five (5) complete years of employment, he or she shall be paid fifty dollars (\$50) for each year of seniority, retroactive to the first year, with a ceiling of eight hundred dollars (\$800).
- B. Longevity shall be computed to the anniversary date prior to December 1.
- C. Longevity shall be paid annually, one time on the pay day nearest December 1.

ARTICLE XXII
HOLIDAYS

22.1: Subject to the following terms and conditions, full-time employees shall be given the below listed holidays off with pay. Full-time employees will not normally be scheduled to work on a holiday. If they are required to work on a holiday named in Article XXII, this will occur only after all available part-time PSD's have been scheduled for a work shift on that day; during the Christmas - New Years period after all available part-time PSD's have been scheduled up to a maximum of forty (40) hours per week; or during an emergency situation. In the event a full-time employee is scheduled to work on a holiday that employee will be paid the rate of double-time for all hours worked on the holiday or at their option another day off with pay.

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Work day preceding
Independent Day	Christmas
Labor Day	Christmas Day
Two Work Days	Work day preceding
Following Christmas	New Year's Day

22.2: In addition to the days indicated above, City offices will also be closed one additional day between Christmas Day and New Year's Day. In order to receive any compensation for this additional day, full-time employees will be required to utilize one personal or vacation day. Any full-time employee volunteering to work during the three days between Christmas Day and the Day Preceding New Year's Day, will be paid at straight time for each

hour worked. In addition, these employees will also be given two additional personal days to be taken any time during that same contract year. There will be no carry over or accrual of these additional personal days.

- A. When any of the above stated holidays fall on a Saturday, the previous Friday will be observed as the holiday, and when a recognized holiday falls on a Sunday, the following Monday will be observed as the holiday.
- B. Any employee who is absent either the work day immediately before or after a City observed holiday shall not receive any pay for that holiday, except when such absence is allowed as part of vacation, an emergency leave, or the employee has prior permission from the department head and city manager due to illness. When sick leave is taken for such work day before or after a holiday, the holiday shall also be charged as sick leave.

ARTICLE XXIII
VACATIONS

23.1: Each full-time employee shall be entitled to vacation leave in accordance with the following schedule and subject to the terms and conditions set forth below:

More than one (1) year, but less than four (4) years completed: Thirteen (13) days vacation.

More than four (4) years but less than nine (9) years completed: Eighteen (18) days vacation.

More than nine (9) years completed: Twenty-three (23) days vacation.

23.2: Vacation time shall be computed upon the employees' anniversary date. Employees (including employees who have been rehired) must complete one (1) year of service to be eligible for vacation. However, following six (6) months of employment, an employee may borrow up to five (5) days of vacation time with the permission of the department head or city manager.

23.3: With the written approval of the city manager, two (2) weeks of vacation time is the maximum amount which can be carried over by an employee. One week of the time carried over must be used in the following year. Accumulation of vacation time may not exceed four (4) weeks in any year.

23.4: Upon separation from service, an employee will be compensated for all unused vacation days. Deductions will be made for vacation used but not earned. An employee must be employed over fifteen days in the month in which he terminates employment in order to be credited with vacation time for that month. In no case will an employee be reimbursed for any vacation (borrowed) days if employment is terminated before his/her one (1) year anniversary date.

23.5: Vacation schedules shall be the responsibility of the department heads. Requests for vacation shall be submitted not less than ten (10) work days (or less if agreed upon by BOTH parties) prior to the start of intended leave. Where conflicts arise in the scheduling of vacations, vacation leave will be granted on the basis of seniority.

ARTICLE XXIV
SICK LEAVE

24.1: Paid Sick Leave. For full-time employees, paid sick leave shall be acquired in accordance with the provisions as set forth in this Article.

24.2: Regular Sick Leave. Beginning (7-1-92), the employee will be credited with whatever the remaining balance is in their individual sick banks for the calendar year 1992, having begun 1992 with a credit of twelve (12), eight (8) hour days to provide full pay for time off from work due to a qualified absence as described in section 24.5 of this Article.

Effective 1/1/93, the employee will be credited with six (6), eight (8) hour days, and on the first day of the remaining contract year (7/1/93), twelve (12) additional days will be credited. These days do not accumulate beyond each contract year and cannot be carried over from one year or contract period to the next in any form.

24.3: Supplemental Bank. Effective (07-01-92), the employee will be given a one-time credit of one hundred twenty-six (126), eight (8) hour days to establish a bank that may be used to supplement the twelve (12) days described in Section 24.2. This supplemental bank may only be used during a contract year after all twelve (12) regular days of sick leave have been exhausted. Time from this supplemental bank may be used as described, but is not considered earned time and has no pay-off value whatsoever.

24.4: Sick Leave Qualification. In order to qualify for sick leave payments, the employee must, not later than his/her normal starting time on the first day of absence, report such absence

unless in the reasonable judgment of the Chief, the circumstances surrounding the absence make such reporting impossible, in which event such report must be made as soon thereafter as is possible.

24.5: Sick Leave Eligibility. Qualified employees subject to the provisions set forth in this Article, shall be eligible for paid sick leave from and to the extent of their unused paid sick leave credits in the following situations:

- A. When an employee's absence from work is due to an injury or illness that is not related to work provided such illness or injury was not attributable to causes stemming from his employment or work in the service of another employer or while acting in the capacity as a private contractor.
- B. Due to the illness of a member of the employee's immediate family or household, which requires the employee's personal care and attention. Use of sick leave for this purpose shall be limited to five (5) days in any one (1) year. Immediate family in this case shall include the employee's spouse and the children, father, mother, brother, sister, grandfather and grandmother of the employee or his spouse. Eligibility for illness in the immediate family will be determined in accordance with Sections 24.10 and 24.13 of this Article.

24.6: Duty Related Illness/Injury. When an employee's absence from work is due to an illness or injury arising out of and in the course of his employment with the City and which is compensable under the Michigan Workers' Compensation Act, after the first day of absence necessitated thereby, he/she shall receive full payment of his regular salary as may be integrated with other benefits for a period equal to two (2) months for each completed year of service with the City of Plymouth up to a maximum of eighteen (18) months.

24.7: Notification. An employee unable to perform dispatch duties because of injury or illness may be absent himself from his home community area while on sick leave provided he notifies the Chief or his designated representative ahead of time and upon request furnishes satisfactory medical evidence.

24.8: Equivalency. One (1) day of paid sick leave for regular full-time employees shall be the equivalent to eight (8) hours pay at the regular rate applicable to the employee's regular job classification assignment at the start of the absence for which compensation is requested.

24.9: Investigations. The Employer reserves the right to conduct reasonable investigations regarding an employee's use of sick time.

24.10: Doctors Certificate - Regular Sick Leave. In order to qualify for sick leave payments in excess of two (2) consecutive work days when regular sick leave is paid (see 24.2), employees shall furnish a signed doctor's certificate, indicating diagnosis or nature of illness, if requested by the Chief. Expenses for office call fees shall be borne by the City when required.

24.11: Medical Examination. Prior to returning to work following the use of two (2) or more sick days when regular sick leave is paid (see 24.2), or when sick leave is paid from the supplemental bank (see 24.3), or upon returning from a leave of absence, such employee shall be required, at the option of the City, to submit to and satisfactorily pass a medical examination by the City doctor. If so requested by the City, the expense of said examination shall be borne by the City.

24.12: Sick Leave While on Probation. Probationary employees shall not receive credit toward seniority for time off sick, nor for time off on compensable leave.

24.13: Doctor's Certificate - Supplemental Bank. In order to qualify for sick leave payments when sick leave is paid from a supplemental bank (see 24.3), employees shall furnish a signed doctor's certificate, indicating the dates the employee has been seen by the doctor, the nature of the illness or injury, a diagnosis of the particular illness or injury, treatment provided and a prognosis regarding same. When an employee furnishes a signed doctor's certificate he/she will be eligible to receive payments from the supplemental bank. The Employer reserves the right to send an employee to a physician of its choice for a medical examination. This would occur in the event that the employee has already furnished the required certificate from his/her own physician, and the Chief elects to have that diagnosis reviewed by a City doctor. If the determination of the employee's own personal physician and the City doctor disagrees, the doctors will mutually agree upon a third doctor who will examine the employee and render a medical determination. The City and the Union both, however, reserve the right to immediately indicate that the third doctor will be a doctor from the University of Michigan medical facility in either Dearborn or Ann Arbor who will then serve as a third doctor. If it is determined that the employee was ineligible, all payments drawn from the sick bank will be ordered reimbursed or deducted from the employee's future earnings.

24.14: Violation. When it has been determined that an employee has violated the spirit and intent of the Sick Time Policy, the employee shall be subject to the following provisions:

- A. All payments for sick time taken in violation of its approved uses shall be ordered reimbursed or deducted from the employee's future earnings.
- B. Violation of the Sick Time Policy shall be grounds for disciplinary action, up to and including discharge.

24.15: Regular Sick Leave Redemption. At the end of 1992 all unused regular sick leave (see 24.2) will be paid to the employee at 100% of its value as of 12-31-92. This payment will be made by the second (2nd) pay day in January and cannot exceed payment for twelve (12) sick days.

As of June 30, 1993 all unused regular sick leave (24.2) will be paid to the employee at 100% of its value by the second (2nd) pay day in July and cannot exceed payment for six (6) sick days.

At the end of contract year 1994 (6-30-94) all regular sick leave (see 24.2) will be paid to the employee at 100% of its value as of 6-30-94. This payment will be made by the second (2nd) day in July and cannot exceed payment for twelve (12) sick days.

ARTICLE XXV BEREAVEMENT LEAVE

25.1: In case of death in the immediate family below, a full-time employee may be granted leave of absence, with pay, for a period of up to five (5) days, depending upon circumstances, at the discretion of the department head and with the approval of the city manager. "Immediate family" in this case includes the employee's spouse, children, parents, grandparents, step-parents, brothers or sisters, grandchildren or those of the employee's spouse.

ARTICLE XXVI GENERAL LEAVE

26.1: Each full-time employee will be entitled to the following types of leave, subject to the expressed terms and conditions.

26.2: Leave Without Pay. All requests for leave of absence without pay shall be made, in writing, by the employee desiring the leave. Such requests shall set forth fully the reasons for the

request of such leave, the date when such leave would begin and end, and a statement of the desire and intention of the leave. Such request shall be transmitted to the city manager by the department head, with a statement of his approval or the disapproval of the request, his plan for taking care of the work during the absence of the employee, and, if necessary, his request for certification of an eligible person for appointment to the temporary vacancy. No leave of absence shall be effective until formally requested as stated above and approved by the city manager and City Commission, except that when leave of absence is made necessary through sudden illness or injury or service of country or state, the department head may grant such leave without a signed statement from the employee and the approval thereof, if given by the city manager, shall be retroactive.

26.3: Military Leave. Any full-time employee who requests a leave of absence, not to exceed ten (10) working days, to participate in a branch of the Armed Forces Reserve Training Program or the Michigan National Guard, shall be granted such leaves without pay upon presentation of proper documentation by his/her commanding officer.

Any full-time employee who is called out on emergency duty by any of the established Armed Forces Reserve Training Units or by the Michigan National Guard shall be paid by the City the difference between the amount received for such duty and his/her salary for each day of duty not to exceed five (5) working days per incident. However, should at any time, the employee be federalized, the obligation of the City under this provision would cease and the employee would be considered to be on full military leave.

26.4: Personal Leave. Effective July 1st of each contract year, a full-time employee working on a scheduled forty (40) hour work week shall be entitled to three (3) personal leave days. When disputed, seniority shall prevail. Personal leave days may not be carried over and no pay-off will be made upon separation from employment with the City.

26.5: Jury Duty. Any full-time employee who is called upon to perform jury duty during his regular working period may, upon the recommendation of the department head and the approval of the city manager, receive from the City a sum equal to the difference between the amount received for such outside duty and the amount he would have received for full-time city employment. Said employee can deduct normal expenses resulting from the civil activity.

26.6: Educational Leave. For employees hired prior to July 1, 1989. Upon recommendation of the department head and approval of the city manager, a full-time employee may be granted special leave

for continuing his/her formal education, provided the work of the employee may be rescheduled so as not to interfere with the proper operation of the department or the administration of the City. The leave may be charged against vacation leave or work schedule adjusted to provide for the completion of the ordinary work week.

If, in the opinion of the department head, a course would be of benefit to the City with regard to the performance of the employee's job, and provided a "C" average is maintained, the City will cover the expense of tuition provided permission is given in advance of registration for the class. Payment for the first class is to be made by the employee and will be reimbursed by the City at the end of the semester upon the presentation of a receipt. Advanced payment will be made for future semesters as long as a "C" average has been maintained. If advanced payment has been made and the average falls below a "C", the employee is to reimburse the City.

For courses enrolled in after July 1, 1989 should an employee voluntarily terminate his/her employment, that employee will reimburse the City for all costs incurred in taking any courses during the previous two year period. This section does not pertain to any courses taken prior to July 1, 1989.

26.7: Maternity Leave. A maximum of one (1) year maternity leave of absence will be granted to full-time employees. Leave is to commence when the doctor declares the employee to be unable to continue her employment and to expire when the patient obtains a doctor's release and is declared capable of returning to work. As soon as notification has been received from the employee's doctor that she will be able to return to work at a given date, the employee must notify her supervisor to confirm that she will be returning to her position and, at this time, the temporary employee hired in the interim (or temporarily transferred to this position) will be notified of the date the full-time employee will return.

Any employee eligible under the terms of the policy, will receive disability benefits during the time of disability in accordance with the terms of the policy underwritten by our insurance carrier.

26.8: Absence Without Leave. No employee shall absent himself or herself from duty without permission of the department head. In case of illness, the employee shall notify the office by telephone or messenger promptly. Absence from duty without leave for three (3) consecutive days shall be deemed a resignation from City service by the absentee. Upon a report of such absence by the department head to the city manager, the absentee shall be removed from City service; provided, that if at any time within ten (10) days the person so absenting himself shall make satisfactory

written explanation to his department head and to the city manager of the cause of his absence, he may be reinstated to his position. Anything which can be medically proven to be a temporary emotional trauma shall be excluded from this provision.

26.9: In the event that City Hall is scheduled to be open during inclement weather, an employee shall be docked a sick or vacation day if he/she is unable to arrive to work. In the event City Hall is closed due to weather conditions, dispatchers are expected to report for work. Employees who report for work on a day that the City offices are closed will be given another day off.

ARTICLE XXVII
INSURANCE

27.1: Life Insurance. Each full-time employee who has one (1) month of continuous full-time service shall be provided with a term life insurance policy. The amount of said policy shall be twice the employee's annual salary, to the nearest one thousand (\$1,000) with a copy of the policy to be issued to the employee.

27.2: Accident and Sickness Insurance. The City shall provide, upon completion of thirty (30) days of continuous full-time service, at no cost to the employee, the following accident and sickness insurance benefits to all full-time employees.

- A. Short Term Disability. Commencing on the first (1st) day following an accident or the eighth (8th) calendar day following an illness necessitating absence from work, each full-time employee shall be entitled to 66-2/3% of his/her base salary to a maximum of three hundred fifty (\$350) dollars per week for those employees who qualify. This benefit shall continue for a period of twenty-six (26) weeks.
- B. While a probationary employee may qualify for benefits under the provisions of the short and long-term disability insurance programs, until he or she completes the probationary period, that employee will not be guaranteed reinstatement in his or her former position upon returning from disability leave.
- C. Long Term Disability. Commencing on the first (1st) day of the twenty-seventh (27th) consecutive week of absence from work due to illness or injury, such employee shall be entitled to 66-2/3% of his/her salary, up to a maximum of two thousand

dollars (\$2,000) per month for those employees who qualify, and subject to the terms and conditions of the insurance policy to be issued to each employee.

27.3: Hospital/Medical Coverage. The City shall provide family, group hospital/medical insurance within sixty (60) days of hiring a full-time employee, depending upon the date of hire. This is due to the cut-off date as specified by master policy. Said program will include prescription drug co-pay, master medical and continuation for students, according to the terms of the contract.

One-half (1/2) of the health insurance premium payment shall be paid for retired employees (a retiree is any person who is drawing retirement benefits under the Michigan Employees Retirement System) and spouses unable to obtain group coverage from another source.

27.4: Dental Program. An insurance program providing one hundred percent (100%) payment of general preventative procedures and fifty percent (50%) payment of restorative and prosthodontics, in accordance with the schedule of benefits for all procedures.

27.5: Optical Program. An insurance program making available to every full-time employee, spouse, dependent children under nineteen (19) years of age or college students up to age twenty-five (25), an eye examination and glasses once every two years, single-vision lenses or choice of selected bi-focal lenses, within an expanded range of frames.

ARTICLE XXVIII RETIREMENT

28.1: Each full-time member of the bargaining unit shall be entitled to retirement benefits in accordance with the C-1 plan of the Michigan Municipal Employees' Retirement System and adopted benefits fully paid by the City, subject to the terms and conditions of Act No. 135, P.a. of 1945, as amended. Effective 7/1/92, the Employer shall implement the M.E.R.S. B-2 plan with the full costs paid by the Employer.

ARTICLE XXIX BREAK PERIOD

29.1: Employees shall be entitled to one (1) twenty (20) minute break in the morning and one (1) twenty (20) minute break in the afternoon.

ARTICLE XXX
FULL-TIME POSITIONS

30.1: Method of Appointment. In the event of a declared vacancy or newly created position, selection to the position will be filled by seniority from part-time dispatchers, subject to a 90-day probation period.

ARTICLE XXXI
MISCELLANEOUS

31.1: Bulletin Board. The City shall furnish and maintain a suitable bulletin board in a convenient place for the posting of union notices and other material. No material shall be posted that is demeaning to the character of the City or any employee of the City.

31.2: Meetings. The Union may schedule and conduct its meetings on City property provided it does not disrupt the duties of the employees or the efficient operation of the Department. Meetings will be conducted in an area to be designated by the City.

31.3: Shift Trades. Dispatchers shall be allowed to temporarily exchange days and shifts, if both parties agree in writing and permission of the Police Chief or his designee is obtained.

31.4: Copies of Contract. The City agrees to provide a copy of the Agreement to each employee covered hereby.

31.5: Political Activity. Members have the same right to participate in political activity while off duty and out of uniform as any citizen, except when said activity may be deemed a conflict of interest.

31.6: Separability and Savings. If any Article or Section of this Agreement, or any riders 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 pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such Article or Section to this Agreement and of any rider thereto, or the application of such Article or Section 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 restricted shall be not affected thereby.

31.7: In the event that any Article or Section is held invalid or enforcement of or compliance with has been restrained, as set

forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon request of either party hereto for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after the beginning of the period of invalidity or restraint, either party shall be permitted all legal recourse in support of its demands.

31.8: Tuition Reimbursement. Employees hired after July 1, 1989. If, in the opinion of the of the Chief, a course would be of benefit in the performance of an employee's job, and provided a 'C' or better average is maintained, the City will cover the expense of tuition. In order to receive tuition reimbursement, approval must be received prior to registration for the class. Payment for the first class will be made by the employee and will be reimbursed by the City upon proof of successful completion. Advance payment will be made for future semesters as long as a 'C' average has been maintained. If advanced payment has been made and the average falls below a 'C', the employee must reimburse the City.

Maximum reimbursement for tuition, per credit hours, shall not exceed the actual cost or the current average cost per credit hour at the appropriate class standing of the five (5) state-supported universities: Michigan State University, Wayne State University, Eastern Michigan University, Oakland University, the University of Michigan, and Madonna University, whichever is less.

Should an employee voluntarily terminate his/her employment, that employee will reimburse the city for all costs incurred in taking any courses during the previous two year period.

31.9: When an employee is hired or promoted to a full-time position, benefits will be granted in proportion to the time left in the current contract year.

ARTICLE XXXII
WAIVER

32.1: 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 subject or matter not removed by law from the area of collective bargaining. Therefore, it is recognized by the parties that this Agreement covers the entire understanding. Any oral arrangement of any kind which is not mentioned or referred to or set forth herein shall have no force or effect upon any party hereto.

ARTICLE XXXIII
TERMINATION OF AGREEMENT

33.1: This Agreement shall remain in full force and effect from January 1, 1992, until midnight of June 30, 1994, and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to December 31, 1991, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate or change, or any combination thereof, shall have the effect of terminating the entire Agreement at midnight of June 30, 1994, or any subsequent date, in the same manner as a notice of desire to terminate, unless before the date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal, or by other amendments, or by both parties mutually agreeing to extend the expiration date.

SIGNED THIS 15th DAY OF February, 199³7.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

Gerald Radovic 10/30/92
Gerald Radovic
Business Agent

CITY OF PLYMOUTH

Robert Jones
Robert Jones
Mayor

PLYMOUTH DISPATCHER
ASSOCIATION

Judith VanHouten 1/20/93
Judith VanHouten
President

Linda Langmesser
Linda Langmesser
City Clerk

Michelle Chumney 1-14-93
Michelle Chumney
Treasurer

Steven Walters
Steven Walters
City Manager

Doris Zwicker 1-22-93
Doris Zwicker
Secretary

APPENDIX A

WAGE SCALE - FULL-TIME DISPATCHERS

	<u>1/1/92</u>	<u>7/1/92</u>	<u>1/1/93</u>	<u>7/1/93*</u>
Entrance	19,700.28 9.4712/hr	20,094.29 9.6607/hr	20,496.18 9.8539/hr	20,947.10 10.07
First Year	21,307.80 10.2441/hr	21,733.96 10.4490/hr	22,168.64 10.6580/hr	22,656.53 10.29
Second Year	22,160.52 10.6540/hr	22,603.73 10.8672/hr	23,055.80 11.0845/hr	23,563.20 11.33
Third Year	23,046.90 11.0802/hr	23,507.84 11.3018/hr	23,978/yr 11.5278/hr	24,505.52 11.78

Dispatchers will be placed in the wage scale according to their seniority based upon hours worked. Full-time seniority will be granted for each hour worked as part-time employee.

WAGE SCALE - PART-TIME DISPATCHERS

	<u>1/1/92</u>	<u>7/1/92</u>	<u>1/1/93</u>	<u>7/1/93*</u>
Entrance	9.4712/hr	9.6607/hr	9.8539/hr	10.27
First Year	10.2441/hr	10.4490/hr	10.6580/hr	10.82
Second Year	10.6540/hr	10.8672/hr	11.0845/hr	11.33
Third Year	11.0802/hr	11.3018/hr	11.5278/hr	11.78

Maximum scheduled hours worked per week is 32.

*CPI Effective July 1, 1993:

The compensation schedule listed in this appendix will be increased by the percentage increase in the Consumer Price Index, Detroit, Michigan SMSA CPI-W, Urban Wage Earners and Clerical Workers 1982-84 survey of consumers expenditures 1982-84 = 100 from April 1992 to April 1993 as follows:

Employees July 1, 1993 base wage will be increased equal to the rise in the consumer price index (CPI) up to a maximum of five (5) percent.

Part-time employees will receive four hours off with pay for every 120 hours worked.

Uniforms. The Employer will establish a \$250.00 uniform allowance per year effective 1/1/92 which can be used, on the approval of the department head, to purchase uniforms and accessories from the best vendor, either against an established purchase order number or on a cash/reimbursement policy when no purchase order number is available. All cleaning costs will be covered to the maximum allowed.

Effective 1/1/93 through 6/30/93 a \$125.00 account will be maintained for each dispatcher. Thereafter, beginning on 7/1/93, the account will be maintained for the maximum amount of \$250.00 per contract year.

Retroactivity. Wages will be retroactive to January 1, 1992 on all hours compensated.

LETTER OF UNDERSTANDING
Between
The City of Plymouth and
The Police Officers Association of Michigan

The Police Officers Association of Michigan and the City of Plymouth hereby agree that effective June 16, 1992, and for the duration of the current labor agreement which expires on June 30, 1994, the following shall be in effect with respect to wages provided in said contract:

1. On June 30, 1993, the percentage of average wage increase for non-union employees as a group for the previous twelve months shall be calculated. In the event that such percentage exceeds the average percentage increase for Public Safety Dispatchers during the same twelve-month period, then the wage rates for said Dispatchers shall be adjusted effective from the previous July 1st. to equal the average non-union increase, and a retroactive wage payment shall be made to said Dispatchers based on said wage adjustment.


2. On June 30, 1994, the percentage of average wage increase for non-union employees as a group for the previous twenty-four months shall be calculated. In the event that such percentage exceeds the average percentage increase for Public Safety Dispatchers during the same twenty-four month period, then the wage rates for said Dispatchers shall be adjusted effective from the previous July 1st. to equal the average non-union increase, and a retroactive wage payment shall be made to said Dispatchers based on said wage adjustment.

Signed: Police Officers
Association of Michigan



Date: 10/30/92

For the City:



Date: 10/30/92