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6/30/2000

AGREEMENT

CITY OF WAYNE

-and-

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

July 1, 1997 - June 30, 2000

Wayne, City of

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A G R E E M E N T

THIS AGREEMENT entered into this 3rd day of April 1997 by and between the CITY OF WAYNE, hereinafter referred to as the "City", and the COMMAND OFFICERS ASSOCIATION OF MICHIGAN, hereinafter referred to as the "Association".

WITNESSETH:

Pursuant to and in accordance with the applicable provisions of the Public Acts of 1965, the parties hereto have engaged in collective bargaining with respect to the salaries, hours of work, and other conditions of employment for the employees in the unit specified herein.

ARTICLE I - RECOGNITION

SECTION 1. The City hereby recognizes the Association as the exclusive bargaining agent to the extent required under Act 379 of the Public Acts of 1965, as amended, for a unit consisting of all police lieutenants and sergeants employed by the City, and excluding the Chief of Police, Deputy Chief of Police, patrol officers, clerical employees, elected and appointed officials, and all other employees not within the bargaining unit.

SECTION 2. For the purpose of this Agreement, the term "employee" shall refer to all employees in the unit for bargaining as defined in Section 1. Reference to the male gender shall include the female gender unless otherwise indicated.

SECTION 3. The City agrees that during the life of this Agreement it will not recognize any labor organization other than the Command Officers Association of Michigan as the collective bargaining agent for the employees in the bargaining unit outlined in Section 1 above.

ARTICLE II - ASSOCIATION SECURITY

SECTION 1. Employees covered by this Agreement at the time the Agreement is signed and who are members of the association at that time shall be required as a condition of continued employment to continue membership in the Association for the duration of this Agreement to the extent of tendering the regular, periodic Association dues uniformly required for membership.

SECTION 2. Employees hired or transferred into the bargaining unit after the signing of the Agreement or any employee who is not a member of the Association at the time the Agreement is signed, shall, the first of the month following their employment in the bargaining unit or signing of this Agreement, whichever is later,

either become members of the Association to the extent of tendering the regular, periodic dues uniformly required for membership or shall pay a service fee up to the amount permissible under applicable law not to exceed the regular, periodic dues uniformly required for membership.

SECTION 3. After the signing of this Agreement and thereafter during the life of this Agreement and in accordance with the terms of the form of "Authorization for Payroll Deduction" hereinafter set forth, and to the extent the laws of the State of Michigan permit, the City agrees to deduct from the pay of employees who have executed said authorization for payroll deduction, the regular, usual, periodic and uniformed dues of the Association, levied in accordance with the Constitution and By-Laws of the Association and which are uniformly required or the service fee up to the amount permissible under applicable law which shall not exceed the regular, usual, periodic dues uniformly required for membership, provided, however, that the Association shall first present to the City a certified check-off list consisting of a statement of the amount of the dues certified by the Treasurer of the Association, and written authorization in suitable form signed by the employees allowing such deductions and payments to the Association at least thirty (30) days prior to the date on which the dues are to be deducted. The Association shall be fully responsible for the validity and correctness of the certified check-off list and authorization. Any subsequent change in the amount of dues shall be submitted to the City in writing at least 30 days in advance.

SECTION 4. The written authorization from employees will be on the Authorization for Payroll Deduction as shown below:

"Authorization for Wage Deduction"

I hereby authorize the City of Wayne to deduct from wages earned or to be earned by me and be paid to the Wayne Police Command Officers Association, the sum of \$_____ bi-weekly or such other and different sum as may be lawfully established by action of such Association taken in accordance with its Constitution and By-Laws and this agreement (in payment of my Association membership dues) or (payment in lieu of dues for collective bargaining services and administration of this Agreement to the amount permissible under law, said amount not to exceed the regular, periodic dues).

Date: _____

Employee's Signature

SECTION 5. An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit.

SECTION 6. The City shall not be liable to the Association by reasons of the requirements of this Agreement for the remittance or payment of any sum other than those constituting the actual deductions made from wages earned by employees. Deductions shall be made only in accordance with the provisions of said "Authorization for Payroll Deduction", together with the provisions of this Agreement. The City shall have no responsibility for the collection of membership dues, special assessments, initiation fees, or any other deduction not in accordance with this provision.

SECTION 7. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability including the fees of legal counsel retained by the City to defend any claim that may arise out of or by reason of action taken or not taken by the City under this Article.

SECTION 8. In the event any employee shall fail to either join the Association, or pay the lawful service fee as provided above, and in the event said Association dues or lawful service fee remains unpaid for a period of sixty (60) days following the date the same is due, the Association shall notify the City Manager and the employee in writing of said delinquency; and unless the amount is paid within fourteen (14) days from the date of receipt of notification, the City shall terminate said employee.

SECTION 9. It is agreed that the provisions of this Article shall only remain in effect as long as the Association continues to remain as an independent association and/or does not merge, affiliate, or otherwise consolidate with any other labor organization other than to the extent already affiliated.

ARTICLE III - MANAGEMENT RIGHTS

The City Council on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein reserved to and remain vested in the City, including, but without limiting the generality of the foregoing, the right to manage its affairs efficiently and economically, including the right (a) to determine the services to be performed, the quality of work and services to be performed, and the methods of performing the work and services; (b) to determine the means and methods of carrying out the work; (c) to determine the size of the work force and increase or decrease its size; (d) to hire new employees, to discharge or discipline employees, to maintain discipline and efficiency, and to assign, transfer and layoff employees; (e) to schedule the work days and hours of work; (f) to direct the work force, to assign the type and location of

work assignments and related work to be performed, and determine the number of employees assigned to operations; (g) to establish work standards, and the methods, processes, and procedures by which such work is to be performed; (h) to select employees for promotion or transfer to supervisory or other positions outside the bargaining unit, and to determine the number of supervisors; (i) to determine the qualifications and competency of employees to perform the available work; and (j) to establish, change, combine or discontinue job classifications and prescribe and assign job content; and (k) to establish training requirements for purposes of maintaining or improving the professional skills of employees and for purposes of advancement. The City reserves the foregoing rights except such as are specifically relinquished or modified by the terms of this Agreement.

It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated, and except as specifically abridge, delegated, modified, or granted by this Agreement, all of the rights, powers, and authority the City had prior to the signing of this Agreement are retained by the City and remain within the rights of the City.

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of City policy, the operation of the City and the direction of the employees are vested exclusively in the Council or in its designated representatives when so delegated by the Council. The exercise of judgment and discretion by the Council and its administrators not in conflict with the express terms of this Agreement shall be upheld.

ARTICLE IV - REPRESENTATION

SECTION 1. The City recognizes the right of its employees to elect a committee of not more than three (3) members for the purpose of handling contract grievances. The committee shall consist of the President, Vice President and Secretary-Treasurer of the Association, all of who shall be full-time, permanent seniority employees of the City and part of the collective bargaining unit covered by this Agreement. The President or his designee shall be the spokesman of the Grievance Committee.

SECTION 2. The Association will furnish the City with the names of the Association officers and the City shall not be obligated to recognize any such officer until his name and position has been certified in writing by the Association or the City.

SECTION 3. Neither the Association nor any of its officers shall advise or direct employees to disregard the orders or instructions of Management.

SECTION 4. Grievances shall be handled at Step 1 of the Grievance Procedure promptly following the end of the shift unless the supervisor involved shall arrange the meeting immediately before the end of the employee's shift, or as otherwise agreed to. Grievances shall be in writing at Step 2 during non-working hours. Grievance meetings at Step 2 and Step 3 shall be handled during normal business hours of the City, unless otherwise agreed.

ARTICLE V - GRIEVANCE PROCEDURE

SECTION 1. Step One. If an employee feels he has a grievance, he shall within three (3) business days of the time the grievance arises, discuss the grievance with the Chief of Police or his designee. At the employee's request, a member of the Grievance Committee shall be present.

If an agreement is reached and a Grievance Committee member is not present, the committee shall be informed of the settlement upon request.

Step Two. If the grievance is not resolved in Step One, the employee shall reduce the grievance to writing on the grievance form attached and present the grievance to the Chief of Police or his designated representative. Said written grievance must be filed in writing at Step Two within five (5) business days of the Step One discussion and in any event within eight (8) business days from the date the grievance arose. It shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify the provisions of this Agreement alleged to be violated by appropriate reference, shall indicate the relief requested, and shall be signed by the employee. The Chief of Police or his designated representative shall either arrange a meeting between the Chief and other designated City representatives, and the grievant and the President or his designed or answer the grievance. If a meeting is arranged, the Chief of Police or designated representative shall answer the written grievance within five (5) business days, with a copy to the President or his designee.

Step Three. If the grievance is not resolved in Step Two, the Association may, within five (5) business days after the answer in Step Two, submit a written appeal and request to the City Manager for a meeting between the grievant, not more than two members of the Grievance Committee, and an outside representative(s) of the Association, and representatives of the City in an attempt to resolve the grievance. If either side is to include its attorney it will notify the other side prior to scheduling a meeting. The appeal must designate all the provisions of the Agreement alleged to be violated (if other than what is in the original grievance). The meeting shall take place within ten (10) business days from the date the request is received. Additional time may be allowed by mutual written agreement of the

City and the Association. The City Manager or designated representative shall answer the grievance within ten (10) business days of the Step Three meeting, with a copy to the grievant and the President or his designee.

SECTION 2. All grievances must be discussed, reduced to writing and processed within the time limits provided or they will be deemed to be waived or abandoned. Time limits may be extended by the City and the Association in writing; then the new date shall prevail.

SECTION 3. The City shall not be required to pay back wages for any period more than twenty (20) days prior to the date a written grievance is filed.

- A. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned at his regular rate, less any unemployment or other wages that he may have received from any source during the period of back pay.
- B. No decision in any one case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a "class action" grievance, provided that one member of the group of aggrieved employees signs the grievance and all employees of the affected class be designated in the grievance.

SECTION 4. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

SECTION 5. Any agreement reached between City and Association representative(s) is binding on all employees affected and cannot be changed by any individual.

SECTION 6. Business days for purposes of this Article, shall be Monday, Tuesday, Wednesday, Thursday and Friday, excluding observed holidays.

SECTION 7. If an employee or the Association at any time pursue any claim or complaint involved under the Grievance Procedure before any state or federal civil rights agency, such election will bar any further or subsequent proceeding for relief under the Grievance Procedure and Arbitration.

SECTION 8. Recognizing that the parties have negotiated a contract covering the wages, hours and conditions of employment of bargaining unit employees and desiring to avoid duplication of remedies and conflicting provisions between this Agreement and the Personnel Manual, it is agreed that said terms and conditions of

employment shall be as specified in this Agreement and bargaining unit employees shall be exempt from the provisions of Rule 7 of the Personnel Manual.

ARTICLE VI - ARBITRATION

SECTION 1. If a grievance is not resolved in Step 3 of the Grievance Procedure and if it involved an alleged violation of a specific article and section of the Agreement which is subject to arbitration, either party may, at its option, submit the grievance to arbitration by written notice delivered to the other party (i.e., City Manager or Executive Board) as the case may be ten (10) business days after receipt of the City's answer in Step 3. The written notice shall identify the provisions of the Agreement allegedly violated, shall state the issue involved, and the relief requested. If no such notice is given within the ten(10) business day period, or if the matter is not subject to arbitration, the City's answer shall be final and binding on the Association, the employee(s) involved and the City.

SECTION 2. Following receipt of the notice to arbitrate, the Association and the City will confer at a mutually agreeable time to select an Arbitrator. If an Arbitrator is not selected within ten (10) business days following receipt of the written notice, either the Association or the City may, within the next five (5) business days apply in writing to the American Arbitration Association for appointment of an arbitrator under its rules, with a copy to the other side. It is agreed that not more than one grievance may be submitted to the same arbitrator at the same time unless otherwise mutually agreed in writing.

SECTION 3. The jurisdiction of the Arbitrator shall be limited to the determination of grievances which involve an alleged violation of a specific Article and Section of this Agreement. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue, including giving both sides the opportunity to file post-hearing briefs, before proceeding to hear the case upon the merits. If the grievance concerns matters not subject to arbitration, the Arbitrator shall return the grievance and all documents relating thereto, to the parties without decision.

SECTION 4. Powers of the Arbitrator. The Arbitrator shall have no power to add to, subtract from, alter or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties to this Agreement. He shall have no power to establish wage scales or change any wage except as provided in the Agreement.

He shall have no power to change any practice, policy or rule of the City not in conflict with the provisions of this Agreement. His powers shall be limited to deciding whether the City has violated the express Articles and Sections of this Agreement.

It is further specifically understood that the Arbitrator shall have no power to substitute his discretion for the discretion of either party in cases where either party has been given discretion by this Agreement.

SECTION 5. At the time of the arbitration hearing, both the City and the Association shall have the right to examine and cross-examine witnesses. Upon request of either the City or the Association, or the Arbitrator, a transcript of the hearing shall be made and furnished the Arbitrator with the City and the Association having an opportunity to purchase their own copy. At the close of the hearing, the Arbitrator shall afford the City and the Association a reasonable opportunity to furnish briefs.

SECTION 6. Each party shall pay its own costs of processing grievances through the Grievance and Arbitration Procedures. The fee of the Arbitrator, his travel expenses and the cost of any room or facilities and the expenses of the Arbitration, including the expense of a transcript, if any, shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring the same.

SECTION 7. The Arbitrator's Decision, when made in accordance with his jurisdiction and authority established by this Agreement, shall be final and binding upon the Association, the employee or employees involved, and the City.

SECTION 8. If a case is withdrawn from arbitration after it has been appealed to Arbitration under Section 2 above, the party withdrawing the case shall reimburse the other side for the filing fee it paid to the American Arbitration Association.

ARTICLE VII - DISCIPLINE AND DISCHARGE

SECTION 1. The City shall retain the right to establish, change, amend, and enforce reasonable rules for employees to follow, and it shall have the right to discipline, discharge, or demote employees who violate these rules.

SECTION 2. No employee shall be disciplined or discharged without cause. Cause for disciplinary action shall include, but it is not limited to failure to observe rules of conduct set forth in the Personnel Manual of the City and the Department Rules.

SECTION 3. Notwithstanding any other provision in this Agreement, in the event an employee is discharged, and he considers the action improper, he may file a written grievance at Step Three of the Grievance Procedure within three (3) business days following the action. A copy of the notice of discharge shall be given to the Association President or his designee. The City's answer shall be given to the grievant and the President or his designed within five (5) business days following the Step Three meeting.

SECTION 4. An employee who is discharged shall, except in unusual circumstances, upon his request, be allowed to discuss the discharge with a member of the Grievance Committee before he is required to leave the premises.

SECTION 5. Under normal circumstances, disciplinary action should be taken against an employee within ninety (90) days following the date the cause for disciplinary action against the employee in question is brought to the attention of the Chief of Police or the date the investigation is completed, whichever is later.

ARTICLE VIII - NEW OR CHANGED JOBS

SECTION 1. When a new job is placed in existence which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification, to the extent that materially different skills and responsibilities are required, the Association will be notified in writing. The City will, after written notice to the Association, establish a rate for the new classification, which shall be considered temporary for a period of thirty (30) days following the date of notification to the Association. During this period, the Association may request in writing a meeting with the City to review the temporary rate. If a new rate is agreed upon, it shall be applied retroactive to the first day the employee began work on the job unless otherwise agreed to. If no written request is filed within the thirty (30) day period, the rate shall become permanent at the end of such period.

If no rate is agreed upon, the Association may, within ten (10) days following the meeting, file a written grievance at Step Three of the Grievance Procedure.

ARTICLE IX - LAYOFF AND RECALL

SECTION 1. A layoff is a reduction in the working force. Employees shall be laid off or recalled by the City in the following manner:

A. First, probationary employees in the affected

classification shall be laid off.

- B. Second, seniority employees within the affected classification shall be laid off in reverse order of their classification seniority, providing the remaining employees in the classification can do the available work.
- C. Third, an employee laid off from a classification shall exercise his/her classification seniority to displace an employee with less classification seniority in a lower-rated classification in the bargaining unit in which he/she has classification seniority providing he/she has the ability to perform the available work.

SECTION 2. Recall from layoff shall be in reverse order of layoff providing the employee can do the work required. Upon recall, an employee may be required to take a physical examination by a City designated doctor if said employee has been on layoff for a period of sixty (60) days or more. Notice of recall shall be sent to the employee at his last known address by registered or certified mail or telegram.

ARTICLE X - LENGTH OF SERVICE AND SENIORITY

SECTION 1. Length of service shall be defined as a permanent, full-time employee's length of continuous service with the City since his last permanent hiring date. "Last permanent hiring date" shall mean the date upon which an employee first reported for work at the direction of the City since which the employee has not quit, retired, been discharged or otherwise lost his seniority rights as provided in Section 5 below. Length of service shall be used for such purposes as vacation payments and longevity.

SECTION 2. Seniority shall be defined as a permanent full-time employee's length of continuous service as a sworn law enforcement officer with the Wayne Police Department since his last permanent hiring date. "Last permanent hiring date" shall mean the date on which the employee first reported for work with the Wayne Police Department at the direction of the City, since which the employee has not quit, retired, been discharged or otherwise lost his seniority rights as provided in Section 5 below.

SECTION 3. Classification seniority date shall be defined as the date the employee entered a classification providing the employee successfully completed the probationary period for the classification. If two or more employees have the same classification seniority date to the same classification, order of classification shall be determined by their departmental seniority date and if that is equal, it shall be determined by test scores for the classification in question.

SECTION 4. Upon the signing of this Agreement, the City and the Association will initial an up-to-date seniority list. The City shall also post a copy of the seniority list on the bulletin board. Any corrections therein must be requested in writing within fifteen (15) days thereafter; and, if not so requested, the list shall become final at the end of such period. The City shall continue to furnish the Association an up-to-date seniority list every year upon written request. In no event shall the City be required to pay back pay by reason of the correction of an error on such list.

SECTION 5. An employee shall be terminated and lose his seniority rights if he:

- A. Quits.
- B. Is discharged and not reinstated.
- C. Is laid off for a period of eighteen (18) months or length of seniority, whichever is less.
- D. Fails to report for work within five (5) work days following recall from layoff.
- E. Is absent without a reasonable excuse for two (2) consecutive working days and without notice to the City of such excuse within the two (2) days, unless failure to notify is a result of a physical impossibility.
- F. Fails to return from a leave of absence, vacation, or sick leave at the designated time, unless the employee has a reasonable excuse acceptable to the City.
- G. Retires.

SECTION 6. It shall be the responsibility of each employee to notify the City within five (5) business days of any change of address or telephone number. The employee's address and telephone number as it appears on the City's records shall be conclusive when used in connection with the layoffs, recalls, or other notices to employees.

SECTION 7. An employee who is transferred to a job outside the bargaining unit shall retain and accumulate classification seniority whether such transfer was made before or after the Association was first recognized as a bargaining representative for the unit. If such employee is later transferred back to the bargaining unit, he may exercise his accumulated classification seniority credits in a classification he last held or in a classification in which he had seniority. This shall not limit the City's right to discipline the employee for cause while assigned to

a job outside the bargaining unit.

SECTION 8. Employees initially promoted into the bargaining unit shall be subject to a probationary period of twelve (12) consecutive months provided said probationary period can be extended for an additional six (6) consecutive months, upon agreement of the City and the Union. The City shall have the right to transfer or demote said employee during the probationary period and no grievance shall arise therefrom.

SECTION 9. Shift Picks - Effective July 1, 1997, for the life of this agreement, officers on shifts in the Patrol Bureau shall be allowed to pick their shift in accordance with the attached letter of understanding providing:

- 1) Shift picks will be made by November 30 for the following calendar year.
- 2) Shift rotations will be made in intervals as stated in COAM agreement.
- 3) The City reserves the right to assign probationary Sergeants to any shift during their probationary period and to change shifts of any Command Officer for the good of the department.

ARTICLE XI - PROMOTIONS

SECTION 1. Job vacancies within the rank of Sergeant or Lieutenant which are to be filled by promotion will be filled in the manner as hereinafter outlined.

SECTION 2. The City shall post a notice of the written examination date 90 to 120 days prior to the test date and will make available to eligible candidates a suggested study list at the time of the announcement. The City agrees to make every attempt to have two (2) copies of the study guide materials available for review. During the posting period an eligible candidate who is interested in testing shall make application at the Personnel Department.

The Personnel Director will administer a written examination from MML, IPMA or other professional testing agency. To be eligible for the oral board and continue in the testing process a candidate must score 70% or better on the written exam. The oral board will consist of a minimum of two (2) members from outside agencies and will be established through the Personnel Department.

A promotional eligible list for Police Lieutenant shall be created at the completion of the above evaluation process. Eligible candidates shall be ranked from the highest score and descending to the lowest score based on the following criteria:

60 points maximum for written exam.
20 points maximum for oral exam.
10 points maximum for previous year performance evaluation
5 points maximum for education as follows: Associate degree
(2 pts), Bachelor Degree (4 pts), Master Degree (5 pts)
5 points maximum for time in rank as Sergeant (1 pt per full
year)

** Sergeants in bargaining unit prior to July 1, 1997 will receive
5 point education maximum.

In the event of a Police Lieutenant vacancy, the Personnel
Director shall certify the three highest names eligible for
promotion and the appointing authority shall make their selection
from this certification. The eligible list shall remain in effect
for twelve (12) months from the day it is established and will be
renewed on a yearly basis. A candidate will have 30 days from the
date the eligible list is established to review written
examination.

SECTION 3. Eligibility for promotion within the bargaining unit
will be as follows:

- A. All employees in the bargaining unit as of July 1,
1983, shall be considered eligible for promotion to
either the rank of Sergeant or Lieutenant.
- B. For employees entering the bargaining unit after
July 1, 1983, to be eligible for promotion to
Lieutenant, a bargaining unit member must have
completed his/her probationary period at the rank
of Sergeant.
- C. For employees entering the bargaining unit after
July 1, 1983, to be eligible for promotion to
Captain, a bargaining unit member must have
attained the rank of Lieutenant or Sergeant, and
must have completed his/her probationary period at
the rank of Sergeant.
- D. To be eligible for a promotion to position of
Lieutenant or Captain, an employee must be in this
bargaining unit.

SECTION 4. An employee awarded a promotion under this Article
shall start at the beginning of the pay scale for the new position
effective following his/her assignment to the new position.
Employees promoted under this Article shall be subject to a further
probationary period of twelve (12) consecutive months provided said
probationary period can be extended for an additional six (6)
consecutive months, upon agreement of the City and the Union, and
provided, further, during this probationary period, the City shall

have the sole right to return him/her to his/her former classification for any reason, and no grievance shall arise therefrom.

ARTICLE XII - NO-STRIKE CLAUSE

SECTION 1. During the life of this Agreement, the Association shall not cause or permit its members to cause nor shall any member of the Association take part in any sit-down, stay-in, slow-down, concerted use of paid leave time, curtailment of work, restriction of work, or interference with the operations of the City. The Association shall not cause or permit its members to cause nor shall any member of the Association take part in any strike or stoppage of any of the City's operations during the life of this Agreement. The Association shall not cause, authorize, sanction or condone, nor shall any member of the Association take part in, any picketing of the City's buildings, offices or premises because of a labor dispute arising out of this Agreement, provided, however, this shall not be construed as restricting the Association's right to engage unlawful picketing in connection with any negotiations then in progress for a new collective bargaining agreement.

SECTION 2. The Association agrees it will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppages, slow-downs of work, or work interference of any kind by notifying the employees that it disavows these acts. The Association further agrees that the City shall have the right to discipline (including discharge) any or all employees who violate this Article. In addition to the foregoing, and any other remedies which it may have, the City shall have the right to obtain injunctive relief in any court of competent jurisdiction.

SECTION 3. The Association officers and the Association shall take prompt affirmative action to try to prevent any wildcat strike, work stoppage, slow-down of work or other work interference of any kind.

SECTION 4. During the life of this Agreement, the Association shall not cause nor permit its members to cause nor shall any members of the Association engage in any strike or restriction of work, or refusal to perform work, because of a labor dispute between the City, or any employer, and any other labor organization whether or not the other labor organization establishes a picket line.

ARTICLE XIII - LEAVES OF ABSENCE

SECTION 1. The City may grant a personal leave of absence from employment, for other than a purpose covered under the Family and Medical Leave Act (FMLA) as set forth in Section 9, without pay to bargaining unit employees for periods up to thirty (30) calendar

days. A written request for such leave must be submitted to the Chief of Police or his designated representative and approved by the City Manager, in writing, prior to the start of the leave. Such leave may be extended upon written approval by the City. Seniority shall accumulated during such leave. During the period of absence the employee shall not obtain other employment except with specific prior written permission from the employer, and failure to comply with this provision shall result in the complete loss of seniority rights and the termination of employee for the employee involved.

SECTION 2. An employee on military leave of service in the Armed Forces of the United States shall be reinstated upon completion of such service in accordance with the requirements of the applicable laws and regulations.

SECTION 3. Seniority employees shall be granted a medical leave of absence when the employee is unable to perform the essential functions of his/her position due to personal illness or disability. The employee must furnish the City with medical certification from a health care provider stating the date the serious health condition began, the probable duration of the condition, the appropriate medical facts, and a statement that the employee is unable to perform the essential functions of the position.

Seniority employees who are enrolled in the Group Health, Dental and Optical insurance plans at the commencement of their medical leave will continue to receive these insurance benefits at applicable City expense up to the maximum period required under the FMLA. If the medical leave extends beyond the maximum FMLA period, the employee is responsible for continued coverage under applicable COBRA regulations.

At the expiration of a medical leave, if the employee wishes to return to work before completion of the leave, there must be a physician's certification confirming his/her fitness to return to work. The City may also require, at the employee's expense, periodic statements from his/her physician.

The maximum duration of such leave shall be the employee's length of service at the start of such leave or two years, whichever is less. Seniority shall accumulate during such leave.

SECTION 4. All leaves shall be in writing signed by the City and the employees receiving same. Employees on leave must report for reassignment to work not later than the first working day following expiration of their leave.

SECTION 5. Unless otherwise provided for by law, the leaves provided for in this Agreement may be temporarily suspended, by

notification to the employee, during any period of emergency declared by the City.

SECTION 6. Upon the death of a member of a regular, full-time permanent employee's immediate family, said employee shall, upon request, be granted a leave of absence with pay for any of the work days occurring between the date of death and the day following the funeral, not to exceed a total of three (3) work days to attend the funeral, provided he would otherwise have worked but for the funeral. For purposes of this Section, immediate family shall be defined as spouse, employee's or spouse's parents, step-parents, brothers, step-brother, sisters, step-sisters, children, step-children, grandparents, grandchildren.

SECTION 7. Effective July 1, 1983, regular full-time employees with one (1) or more years seniority shall be granted three (3) personal business days per fiscal year as provided herein, provided it is understood that said days shall not be cumulative and will be forfeited if not used (i.e., no pay in lieu thereof).

- A. Written application shall be made with the Chief of Police twenty-four (24) hours in advance, if possible.
- B. Use of personal business days shall be subject to the approval of the Chief or his designated representative based on the needs of the department (workload, staffing, etc.) and the needs of the employee, provided, however, they shall not be unreasonable refused.

SECTION 8. Command officers in this bargaining unit shall appear for duty sufficiently in advance of the start of their shift to properly prepare for briefing, preparation of assignments, etc. Such employees shall also remain on duty sufficiently after the end of their shift to properly attend to reports, debriefing, etc. No overtime payment shall be made for the administrative time set forth above. However, effective July 1, 1983, for each fiscal year of this agreement, employees in this bargaining unit shall be granted three (3) days of administrative leave time. Such leave time shall be taken only upon the advance approval of the Chief or his designed and must be taken within the fiscal year (July 1 through June 30, inclusive) or be forfeited; (i.e., no pay in lieu thereof) and shall not be cumulative from year to year. No overtime payment under any circumstances shall be paid or accrued by operation of this section, or use of an alternative leave day by a command officer.

Section 9. In accordance with the Family and Medical Leave Act (FMLA) of 1993, a FMLA leave will be granted for one or more of the following:

1. Because of the birth of a son or daughter of the employee, or in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. To care for the employee's spouse, son or daughter, or parent who has a "serious health condition;" or
4. The employee is unable to perform the essential job functions because of a "serious health condition" as provided in Section 3 above.

FMLA leaves, denoted as one (1) through three (3) above, are only available to employees who have been employed by the City for at least twelve (12) months and have worked 1,250 hours during the previous twelve (12) month period.

FMLA leaves are counted against an employee's annual FMLA leave entitlement. Under the FMLA, an employee is eligible for a total of twelve (12) workweeks of leave in a twelve (12) month period. This twelve (12) month period is measured back from the date a requested leave is to begin. Continuation of medical and dental benefits and the right to job restoration under the FMLA ceases when an employee has used twelve (12) workweeks of FMLA leave in the twelve (12) month period.

When a leave is requested due to a serious health condition, the City reserves the right to require the employee to obtain the opinion of a second health care provider designated or approved by the City concerning any information within the medical certification requesting the leave (WH-380).

During leaves that are FMLA qualifying leaves, medical, dental and optical insurance benefits will be continued on the same terms and conditions as prior to the leave.

The City may recover the health insurance premiums paid while an employee was on unpaid FMLA leave if:

1. The employee fails to return to work for at least thirty (30) days after the expiration of the leave; and
2. The failure to return is for a reason other than a serious health condition, or "other circumstances beyond the control of the employee." Certification from a health care provider may be required for this purpose.

An employee returning from a FMLA leave is to be restored to the position he/she left, or to an equivalent position.

When a leave, denoted as three (3) or four (4) above is granted, the employee must utilize accumulated sick leave time, personal days (if any) and accumulated vacation days after which time the leave is unpaid.

When a leave, denoted as one (1) or two (2) above is granted, the employee must utilize accumulated personal days and accumulated vacation days (in that order) after which time the leave is unpaid.

When a leave denoted as one (1) or two (2) above is granted, the leave must be taken in one continuous increment and must be concluded within twelve (12) months of birth or placement.

An employee who seeks and/or obtains employment, or performs work for another employer, or is self-employed, while on leave of absence under Sections 1,3 and 9, shall be automatically terminated effective the date the leave started unless the employee was specifically granted the leave for that particular purpose.

ARTICLE XIV - SAFETY AND WELFARE

SECTION 1. Employees shall observe safety rules and regulations. The Association shall cooperate with the City in encouraging enforcement of all such safety rules and regulations.

SECTION 2. The employees shall make every effort to use and preserve the devices and equipment provided for their safety.

SECTION 3. An employee involved in an accident on duty shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the City and shall turn in all available names and addresses of witnesses to any accident.

SECTION 4. It is the duty of the employee and he shall immediately or at the end of his shift, report all defects of equipment to his immediate supervisor. Such reports shall be made in multiple copies on the defective equipment/vehicle form, one copy to be retained by the employee. In the event continued defects of equipment are experienced, a written complaint may be filed with the Chief of Police.

ARTICLE XV - DEPARTMENT RULES

SECTION 1. The City may adopt reasonable rules and regulations not in conflict with the terms of this Agreement governing the discipline, duties and rules of conduct for the employees to follow.

ARTICLE XVI - BULLETIN BOARD

SECTION 1. The City shall provide the Association with a

bulletin board for posting of notices set forth in Section B, above, provided such notices are initialed by a member of the Association's Executive Board. The Association will submit one (1) copy of said notice to the Chief of Police prior to posting.

SECTION 2. Notices shall be restricted to the following types:

- A. Notices of Association social and recreational events.
- B. Notices of Association elections, appointments, and results thereof.
- C. Notices of Association meetings.
- D. Notices of Association education classes, conferences or conventions.
- E. Items for sale owned by employees.

SECTION 3. The bulletin board shall not be used by the Association or its members for disseminating political matter of any kind whatsoever.

ARTICLE XVII - SPECIAL CONFERENCES

SECTION 1. The parties may, by mutual written agreement, arrange special conferences for important matters including matters involving health and safety. Such meetings are to be arranged between the Association President and the Chief or his designated representative. Such meetings shall be between representatives of the City and two employee representatives of the Association. Arrangements for the above meetings shall be made in advance and an agenda of the matters to be taken up at said meeting shall be presented at the time said meeting is requested. Matters taken up in such meetings shall be confined to those included in the agenda. Such meetings should be scheduled during the normal business hours of the City unless otherwise agreed. Such a meeting may also be attended by an outside representative of the Association, provided the City is notified of said attendance at the time the meeting is scheduled.

ARTICLE XVIII - WAGES AND PREMIUM PAY

SECTION 1. Wage rates are shown in Appendix "A" attached to this Agreement.

SECTION 2. Overtime pay shall be paid at one and one-half (1-1/2) times the employee's hourly rate of pay for all work performed in excess of the maximum aggregate number of hours permitted by Statute in accordance with current practices. Effective July 1,

1994, in lieu of overtime pay, employees may earn and be allowed compensatory time off on a yearly basis, said yearly basis to run from July 1st through June 30th of each year with a maximum accumulation of forty (40) hours. Overtime shall continue to automatically be paid in the time period earned unless the employee files a written directive with the Chief's office, at least seven (7) days in advance prior to the end of the pay period, directing that the hours be placed in the employee's comp time bank. In the event the employee subsequently desires to be paid for hours banked prior to the end of the year, the employee must also file a written request for such pay at least seven (7) days in advance prior to the end of the pay period. In the event an employee desires to take time off from his/her comp time bank, such time off shall be subject to the specific approval of the Department at least seven (7) days in advance.

It is understood that approval will only be granted if it will not result in overtime. In the event comp time is not taken within the year, it will be paid off at the end of the year at the employees rate of pay in effect at the end of the year.

SECTION 3. An employee who is called in to work at times other than his regularly scheduled hours will receive a minimum of three (3) hours compensatory time subject to the approval of the Chief or his designee, or two (2) hours pay at time and one-half his regular rate. If an employee specifically requests pay in lieu of comp time his request will be honored. Notwithstanding the above, the guaranteed minimum payment shall not apply if it is necessary to call an employee back to work because, due to his fault, he failed to satisfactorily complete a report, complaint or other document during his regular duty hours.

SECTION 4. An employee assigned at the request of the City to a higher rated position within the bargaining unit for a period of 45 consecutive work days or more will be paid in accordance with the pay schedule for the higher rated position after the 45th working day.

SECTION 5. Officers who are required to appear at the following locations shall receive the following minimum hours for cases originating in the City of Wayne or originating while on duty in the City of Wayne.

Circuit Court- Four (4) hours at time and one-half at regular hourly rate of pay.

Circuit Court Standby- Two (2) hours straight time, regular hourly rate of pay for standby time in the AM (9:00 a.m. until 1:00 p.m.) and two (2) hours straight time, regular hourly rate of pay for standby time in the PM (1:00 p.m. until 5:00 p.m.).

If required to appear in Circuit Court in the AM (between 9:00

.m. and 1:00 p.m.), called in from standby, four (4) hours at time and one-half at regular hourly rate of pay or time and one-half for all hours over and above (4) hours, no standby time will be paid.

If required to appear in Circuit Court in the PM (between 1:00 p.m. and 5:00 p.m.) called in from standby, four (4) hours at time and one-half for all hours over and above four (4) hours, and two (2) hours standby time for the AM standby period.

Civil Case Depositions- To be treated the same as District Court.

District Court- Two (2) hours at time and one-half at regular rate of pay.

District Court Standby- One (1) hour straight time, regular rate of pay for standby time in the a.m. (9:00 a.m. until 1 p.m.) and one (1) hour straight time regular hourly rate of pay for standby in the p.m. until 5:00 p.m.) provided:

a) If required to appear in District Court in the am (between 9:00 a.m. and 1:00 p.m.) the employee will receive a minimum of two hours at time and one-half (but no standby) and if required to appear in the pm, the employee will receive am standby (if placed on standby in the AM), plus the minimum or two hours at time and one-half (but no afternoon standby).

Juvenile Court (Detroit) Four (4) hours at time and one-half at regular hourly rate of pay.

Juvenile Court (Out-County)- Two (2) hours at time and one-half at regular hourly rate of pay.

Liquor Control Commission Hearings- Three (3) hours at time and one-half hourly rate of pay.

Prosecutor's Office- Two (2) hours at time and one-half regular hourly rate of pay.

Regular hourly rate of pay shall be determined by dividing the annual salary by days in fiscal year multiplied by 14, equals the bi-weekly pay, the bi-weekly pay, the bi-weekly pay is divided by 80 (hours) equals regular hourly rate of pay.

Under no circumstances shall an employee be paid more than time and one-half the actual hours required. Example: If an employee is required to appear at more than one court or location and such total time requires three (3) hours, the total compensation will be three (3) hours at time and one-half, or if an employee is required to be standby, for two (2) hours and is required to appear and the total time including the two (2) hours standby and two (2) hours at the appearance, the total compensation will be four (4) hours at time and one-half.

With the exception of notices from the 29th District Court (City of Wayne), all employees who have not been specifically told or served a subpoena, notice or other documentation by the detective/command officer in charge of the case or a person designated by him, shall prior to making such appearance, present all notices or subpoenas without delay to the Chief of Police or his designee.

SECTION 6. When an employee is off duty and required to attend training sessions or meetings he shall receive compensatory time, subject to the approval of the Chief or his designee, or time and one-half his regular hourly rate of pay for the hours or days spent in actual training, provided that actual time spent in qualifying twice a calendar year for the weapons proficiency set forth in Appendix A, Section 7, shall continue to be paid at normal straight time rates. If an employee specifically requests pay in lieu of compensatory time, his request will be honored. The employee may be required to adjust his days off or hours for such attendance in accordance with the current practices.

ARTICLE XIX - VACATIONS

SECTION 1. Regular, full-time seniority employees on the active payroll on December 31st of each year shall earn vacation with pay to be taken in the next calendar year in accordance with the following schedule:

Notwithstanding the above, for purposes of determining years of service after the first year, years of service shall be determined on the employee's anniversary date of hire (rather than on December 31st) for the vacation year in question and any increase in the employee's "days of Vacation" entitlement because of an increase in length of service (i.e., at 3 years, 5 years, 7 years, 15 years and 20 years) will be pro-rated for the vacation year in question and credited to the employee on December 31st of the prior year. Such pro-ration will be based on months of service in accordance with the following chart, and will be computed in increments of four full hours only. If the employee quits or is terminated prior to completing the vacation years in question, he shall repay any such prorated vacation credited to him on December 31st in full.

An employee's vacation shall be pro-rated in accordance with the following chart:

<u>If hired in:</u>	<u>Pro Rata Vacation Hours at</u>				
	<u>3 Years</u>	<u>5 Years</u>	<u>7 Years</u>	<u>15 Years</u>	<u>20 Years</u>
January	24	16	40	16	8
February	20	12	36	12	4
March	20	12	32	12	4
April	16	12	28	12	4

May	16	8	24	8	4
June	12	8	20	8	4
July	12	8	20	8	4
August	8	4	16	4	0
September	8	4	12	4	0
October	4	4	8	4	0
November	4	0	4	0	0
December	0	0	0	0	0

Length of Service on December 31

Days of Vacation in Next Calendar Year

One year but less than five years	13 Work Days
Five years but less than seven years	15 Work Days
Seven years but less than fifteen years	20 Work Days
Fifteen years but less than twenty years	23 Work Days
Twenty years and over	24 Work Days

SECTION 2. All eligible employees shall accrue vacation based on 1/12th of their annual amount for each month of the previous calendar year that the employee actually works half or more of the work days in the month or it on vacation leave.

SECTION 3. A vacation may not be postponed from one year to another and made cumulative but will be forfeited unless completed during each vacation year, provided, however, if the employee has scheduled his vacation and his vacation is cancelled by the City, and it cannot be rescheduled within the vacation year, the employee will either receive pay in lieu of his vacation time off or he will be allowed to take his vacation in the next vacation year.

SECTION 4. A vacation may not be waived by an employee and extra pay received for work during that period.

SECTION 5. Employees shall receive their regular base rate in effect on the last working day prior to the beginning of their vacation exclusive of any premiums.

SECTION 6. An employee must work his scheduled day prior to and his scheduled day following his vacation, or submit a physician's certificate of illness, for payment of said days, if requested by the City.

SECTION 7. Vacation schedule preferences must be turned into the department office by April 1st of each year. For those who turn in the request by April 1, preference for vacation will be allocated on the basis of first rank and then seniority. Those who apply after April 1, will be assigned vacations on the basis of first come, first serve. All vacations must be arranged and approved by supervision, and are subject to change in order to maintain the highest standard of protection of the City welfare.

ARTICLE XX - HOLIDAY PAY

SECTION 1. Regular, full-time employees shall, during the term of this Agreement, be paid eight (8) hours pay at their regular straight time rate of pay, exclusive of any premium, for the following holidays each fiscal year:

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Easter Sunday	Day After Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas
Labor Day	New Year's Eve

providing they meet all of the following eligibility rules:

- A. The employee works all scheduled hours the normally scheduled day before and after the holidays, unless the employee was on an approved paid leave.

SECTION 2. Payment for each of the foregoing holidays shall be made in a lump sum check on the first non-payroll Friday in November at the regular straight base rate of pay in effect at that time.

SECTION 3. If an employee terminates his employment after receiving his holiday pay, or fails to actually earn all holiday pay for the scheduled holidays, the employee shall reimburse the City for all holidays not earned.

SECTION 4. Employees who actually work the holidays as recognized in this Contract shall receive their regular rate of pay for the hours worked plus one-half (1/2) time for actual hours worked on said holiday.

ARTICLE XXI - INSURANCE

SECTION 1. For the duration of this Agreement, the City agrees to pay the premiums to provide the CMM-100 group medical hospitalization insurance, including \$3.00 deductible, generic prescription drug for all regular, full-time employees not otherwise covered by another medical hospitalization plan paid by the City or another employer. In order to avoid duplicate coverage, employees will sign a disclaimer on the form provided before any premiums are paid by the City. Effective January 1, 1993, the \$3.00 generic prescription drug shall be changed to a \$5.00 generic prescription drug and a prescription service shall be used for maintenance medications (for all drug plans).

- A. As an alternative to the aforementioned traditional insurance, eligible employees may enroll in any one of two HMO's offered by the City under the terms and conditions outlined herein.

Effective January 1, 1993, the HMO'S shall be changed to require a \$9 or \$10 doctor office visit charge, a \$5 prescription charge, a \$25 emergency room charge. The City shall reimburse eligible employees and legal dependents, upon receipt of proof of optical expenses, up to a \$150.00 limit every two (2) years. Eligibility for coverage and continuation of coverage under an HMO shall be governed by the provisions of Sections 1 through 7 of this Article. The option for selecting health care shall be on an annual basis.

B. Effective July 1, 1994, regular, full-time employees shall, at the beginning of the month following completion of their probationary period, be entitled to accrue a payment of \$125 per monthly billing period for any billing period during which hospitalization insurance was not provided for the employee by the City under the conditions herein set forth.

1. Said payment shall be made as an adjustment to a regular paycheck and only those employees who are entitled to a regular paycheck the first pay period in December shall be entitled to the payment in lieu of insurance.
2. Said payment shall be for the twelve (12) billing periods immediately prior to December 1 of each year.
3. Effective July 1, 1997, an employee who retires shall be entitled to accrue the payment in lieu of insurance which is in effect at the time of retirement. Said payment shall be made in December and will be separate from their retirement check. It is understood, that the retiree will receive an IRS 1099 form denoting the payment.

C. In the event an employee is eligible for the City health insurance, but elects not to take it because he/she is covered by another employer-paid group health plan, and subsequently loses his/her coverage under that other plan, then said employee shall be allowed to enroll in one of the City-paid plans and said coverage shall become effective at the beginning of the next billing period. (Subject to verification of the loss of the other coverage and filing of appropriate insurance form within 30 days from loss of coverage.)

D. Effective July 1, 1994, employees who are enrolled in the City's health insurance plan(s) will be required to pay one half percent (1/2%) of their base salary towards the cost of health insurance. Effective the start of the first full pay period on or after July 1, 1996, the employees contribution will be increased to 1% of their base salary. Any such employee cost share shall be paid by hereby authorizing a payroll deduction. The City will create an IRS Section 125 flexible spending account to enable employees to pay insurance co-pays with pre-tax dollars.

E. Employees will cooperate with the City to update information on covered dependents to ensure accuracy.

SECTION 2. For the duration of this Agreement, the City agrees to pay the premiums to provide group life insurance in the amount of \$25,000 with double indemnity for all regular, full-time employees at the time provided below. In addition, employees shall have the option at the employee's expense of obtaining an additional \$5,000 life insurance coverage at group rates by applying for said additional amount and authorizing an appropriate payroll deduction.

SECTION 3. For the duration of this Agreement, the City agrees to pay One Hundred Percent (100%) of the premiums on the effective date of the salary increase, to provide a Dental Plan, for regular, full-time employees currently enrolled in said Plan, with a calendar year maximum dollar limit per individual of \$750.

Effective November 1, 1988, Class I benefits shall be increased to 100%, Class II benefits (minor restorative) shall be increased to 80% and the calendar year maximums shall be increased from \$750 to \$1,000.

SECTION 4. An eligible full-time employee who becomes a member of the bargaining unit having previously been covered under the City's insurance, will retain such coverage and, to the extent coverage is different under this Agreement, he will then become insured under this Agreement on the beginning of the month following his employment in the bargaining unit, provided, if away from work due to disability, leave of absence, etc., on the date the insurance is to be effective, said employee will become insured under the terms of this Agreement, upon return to active service.

SECTION 5. The insurance coverage listed above shall be discontinued on the day the employee's services are terminated or at the end of the month if he is laid off or going on any leave of absence, except in the case of an employee injured on the job as determined by the City, then said insurance coverage shall be continued for up to one (1) year and said employee shall have the right to appeal to the City Council for an extension beyond the one year.

SECTION 6. Eligibility, coverage and benefits under the above insurance plans are subject to the terms and conditions, including any waiting period or other time limits, contained in the contracts between the City and the carrier. Any rebates or refunds on premiums paid by the City shall accrue to the City. The City reserves the right to select the carrier, to change carriers, and to become self-insured, provided, in the case of health insurance, the City agrees to provide comparable coverage and to give the Association 30 days advance notice before any change in carrier is made. It is further agreed that the only liability assumed by the

City under this Article is to pay the premiums as provided above.

SECTION 7. For the life of this Agreement, employees retiring from the Police Division shall have their health insurance premiums paid for by the City in accordance with the following chart:

After 25 or more years of seniority	100% of Premium
After 20 years of seniority but less than 25	75% of Premium
After 15 years of seniority but less than 20	50% of Premium
Less than 15 years	No Insurance Coverage

Provided, for employees hired after October 15, 1984, the City's obligation shall be restricted to the cost of single subscriber health insurance in accordance with the aforementioned chart. Provided, further, in the case of a duty disability retiree, the employee and their spouse will have 100% of the health insurance premium paid by the City. Effective July 1, 1996, in the case of non-duty disability, an employee with fifteen (15) or more years, shall pay four percent (4%) of the applicable premium for each year or fraction thereof, less than a full twenty-five (25) years (i.e., an employee with 22.9 years of service who goes on a non-duty disability pension would pay twelve percent (12%) of the applicable premium. In the event a person retires and engages in other employment where health insurance coverage comparable to that offered by the City is provided, the City's obligation to pay the premiums hereunder shall be suspended during the period of such other coverage. Further, employees eligible for Medicare, must apply for Medicare Part A & B coverage when eligible.

For the life of this Agreement, for those retirees under the CMM-100 program, the City agrees to reimburse that portion paid by the retiree to satisfy the 20% front-end co-payment which is in excess of \$250.00 up to the \$1,000.00 stop loss. In other words, said retiree will pay this applicable front-end deductibles and the applicable front-end 20% co-payment up to \$1,000 stop loss, and the City will then reimburse that portion of the co-payment paid by the retiree over \$250.00, up to the \$1,000.00 stop loss. Reimbursement shall be on an annual basis within sixty days following the close of each calendar year. To be eligible for reimbursement, proof of having actually paid the applicable co-payment which is subject to verification must be submitted within 30 days following the end of the calendar year.

SECTION 8. For the life of this Agreement, the City shall provide a \$4,000 life insurance policy for those employees who retire on or after November 15, 1988, and draw retirement benefits under the City of Wayne Retirement Plan.

ARTICLE XXII - SICK LEAVE

SECTION 1. Sick leave with pay shall be earned by regular, permanent full-time seniority employees working at the rate of one work day for each completed month of service. For purposes of this Section, an employee who works at least one day in the month will be considered to have completed a month of service and qualify for a day of such leave. Sick leave shall not be taken by an employee at his discretion, but shall be allowed only in case of actual need due to the personal illness or physical incapacity of the employee. A certificate from a reputable physician may be required as evidence of illness before compensation for the period of illness is allowed; provided, however, that upon notice of illness the department head may dispatch a physician approved by the City.

SECTION 2. If the City determines that a regular, full-time seniority employee has suffered an accident during the performance of his regular duties resulting in temporary physical disability to the extent that he is unable to resume his regular duties, he shall be entitled to his regular compensation until sufficiently recovered to perform his regular duties, provided that said period of compensation shall not exceed twice the sick leave accumulation earned by said employee at the time of his accident (at which time he then begins to draw his individual sick leave) unless further payments are approved by the Personnel Board. Provided, further, in the event an employee with less than three (3) years of seniority does not have sufficient sick leave accumulation to provide said employee with at least thirty (30) work days of compensation (including sick leave), the City shall nevertheless continue said employee's regular compensation for a period of thirty (30) work days.

No employee will be entitled to workers' compensation insurance benefits during periods of convalescence from injuries received in the regular performance of his duties in addition to his regular compensation. Any workers' compensation insurance benefits due to an employee shall be endorsed and paid to the City Treasurer and shall be credited to the proper funds of the City.

Section 3. Sick Leave Payment - Following termination of employment due to retirement, death, or resignation, the retired or resigned (or the estate of in the case of death) employee with fifteen (15) or more full years of seniority, shall receive payment for unused accumulated sick leave at the rate of five (5) days pay for every eight (8) days of accumulated sick leave.

For purposes of determining Average Final Pay (AFP) under the Pension Plan, payment of unused sick leave as provided above will be included in the AFP in accordance with the following schedule:

Chart A

Years of Service
at Termination

Maximum Paid Sick
Days for AFP

15 but less than 20
20 but less than 25
25 and over

50% or 30 days pay
75% or 45 days pay
100% or 60 days pay

ARTICLE XXIII - RETIREMENT

SECTION 1. For the life of this Agreement, retirement benefits shall be provided in accordance with the provisions of the "Retirement System for the Employees of the City of Wayne" as contained in the City Charter, or as subsequently amended from time to time, provided, however, no matter involving pensions or this Section shall be subject to the Grievance Procedure and/or Arbitration.

SECTION 2. Employees shall terminate their employment with the City by virtue of mandatory retirement at age 70, provided, if it becomes lawful to have mandatory retirement at an age less than seventy (70) but sooner than sixty (60), the City can again have mandatory retirement at age sixty (60) (or such other age between sixty (60) and seventy (70) that is lawful).

SECTION 3. Effective July 1, 1997, the 2.5 multiplier for the first 25 years of service will be changed to a 2.7 multiplier. The multiplier will remain at 2.5 for 25-30 years of service and 1.0 for all years after 30.

SECTION 4. During the 90 - day period commencing July 1, 1997 and expiring on September 28, 1997, all employees covered by this bargaining agreement on the date of ratification shall be eligible to purchase up to three (3) years of military service. Thereafter, employees shall become eligible during the applicable 90-day period which begins the day following completion of 10 years of service. Credit for such service to be applied to the minimum age for retirement requirement, but not toward their years of service requirement (example: an employee who has completed the minimum of ten years service requirement can buy military time to retire prior to age 50. However, military service can not be used towards the ten year service requirement). The cost shall be seven percent (7%) times the employee's salary for each year of service purchased.

SECTION 5. Effective July 1, 1996, the pension plan shall be amended to provide for retirement after 25 years of service regardless of the age requirement.

SECTION 6. In computing annual pays for purposes of determining the "average final pay" under the Retirement System, the annual pay in any year shall be defined as the employee's base straight time salary, longevity pay, holiday pay, weapons proficiency pay and payment in lieu of health insurance, and in the final year of employment, unused and/or accrued vacation pay and unused sick leave payoff (not to exceed the equivalent of the base daily pay in

effect at the time of retirement times sixty (60) in the case of an employee with twenty-five (25) years of service, forty-five (45) in the case of an employee with twenty (20) to twenty-five (25) years of service, and thirty (30) in the case of an employee with fifteen (15) to twenty (20) years of service).

SECTION 7. Effective July 1, 1997, the two percent retirement allowance increase will be compounded for all employees covered by this bargaining agreement that retire on or after July 1, 1997.

ARTICLE XXIV - GENERAL

SECTION 1. The City may require that employees submit to physical and mental tests and examinations by a City-appointed doctor when such tests and examinations are necessary to maintain a capable work force, employee health and safety, etc., provided, however, that the City will pay the cost of such tests and examinations. In the event a difference arises between the parties as to whether the employee is capable of performing his job, because the results from the City-appointed doctor's examination and the employee's doctor's examination conflict, the employee shall be examined by a third-party neutral physician from Ford Hospital or University Hospital in Ann Arbor. The medical opinion of the third physician shall decide such question. Fees and expenses of the third physician shall be shared equally by the City and the Association.

SECTION 2. The City may require that employees provide specific and detailed medical data from the employee's doctor when the employee saw his doctor for any illness or injury which has resulted in lost work time, provided that the information requested is not made available to the City by the Employee's doctor.

SECTION 3. In recognition of the difficulties imposed upon the City through failure of employees to comply with working schedules, employees shall give prior notice to their designated supervisor whenever they expect to report late or to absent themselves from work. Employees who are to be absent must notify their supervisor at least one (1) hour before their work day begins or present an excuse acceptable to the City. Employees who fail to do so will be considered to be absent without pay.

SECTION 4. Effective July 1, 1997 all employees will be paid every two (2) weeks (bi-weekly) with a one-week holdback for payment of wages earned.

SECTION 5. A copy of the Department's revised rules and regulation shall be made available to all employees when completed. The City will also provide each employee with a copy of the collective bargaining agreement.

SECTION 6. If any Article or Section of this Agreement, or any Appendix thereto, shall 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 shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any Appendix thereto, or the application of such Article or Section or persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of which has been restrained, shall not be affected thereby.

Upon request of either party, the parties shall meet to consider possible changes to replace any Section or Article held to be invalid.

SECTION 7. All members of the bargaining unit hired on or after July 1, 1997, shall as a condition of promotion and continued employment be residents within the following geographical area upon completion of their probationary period and until they have completed fifteen years of service with the city: West of Beech Daly Rd.; South of Joy Rd.; East of Canton Center/Belleville Roads and North of Goddard/I-94.

ARTICLE XXV - SCOPE OF AGREEMENT

SECTION 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 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 City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

SECTION 2. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between the City and the Association, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XXVI - DURATION OF AGREEMENT

SECTION 1. The provisions of this Agreement shall be effective as of July 1, 1997 and shall continue to remain in full force and effect to and including June 30, 2000, and thereafter for

successive periods of one (1) year, unless either party shall at least ninety (90) days prior to July 1, 2000, 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 on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal, by the party proposing amendment.

IN WITNESS WHEREOF, the Association and the City have caused this Agreement, consisting of a total of 33 pages, to be executed in their names by their duly authorized representatives the day and year first above written.

CITY OF WAYNE

By: *Kenneth A. Warfield*
Kenneth A. Warfield
Mayor

Robert C. English
Robert C. English
Personnel Director

Doris A. Nall
Doris A. Nall
City Clerk

WAYNE COMMAND OFFICERS
ASSOCIATION

By: *Keith A. Thomas*
Keith Thomas
President

Kevin Woodruff
Kevin Woodruff
Vice President

Gary Pushee
Gary Pushee
COAM Business Agent

SECTION 1. Salary schedules shall be as follows:

July 1, 1997

	<u>Sergeant</u>	<u>Lieutenant</u>
Start	\$48,414.569	\$51,595.678
6 Months	\$49,652/139	\$53,279.281

July 1, 1998

	<u>Sergeant</u>	<u>Lieutenant</u>
Start	\$49,624.933	\$52,885.570
6 Months	\$50893.4420	\$54,611.263

July 1, 1999

	<u>Sergeant</u>	<u>Lieutenant</u>
Start	\$51,113.681	\$54,472.137
6 Months	\$52,420,245	\$56,249.601

SECTION 2. Time Periods. The time period shown above for advancement from one step to the next shall be extended to compensate for absences from work in excess of ten (10) work days in any period. Absence from work because of vacations, holidays, and funeral leave shall not be counted for this purpose.

SECTION 3. Tuition Reimbursement. This program is offered to encourage employees to improve their job skills, to increase their value to the City and to assist them in preparing for future advancement with the City.

The scope of this program does not include special seminars or "short course" of a few days duration, which will continue to be considered on an individual and departmental training basis as in-service training.

The following provisions are established to govern the administration of the City's Tuition Reimbursement Program:

- A. Application for tuition reimbursement may be made by any full time employee in bargaining unit.
- B. Application shall be made to the employee's department head who upon recommendation shall forward the application to the Personnel Director for final approval.

- C. Reimbursement shall only be made for course work directly related to a criminal justice degree program.
- D. Reimbursement shall be made for course work completed at accredited colleges and universities (North Central Accreditation).
- E. The City shall reimburse employees attending four year institutions for tuition amount not to exceed 80% (eighty percent) of the average fees charged (registration, tuition, parking and mandatory activity fees) using the following schools to compute the average cost: Eastern Michigan University and Wayne State University. Those employees attending two-year institutions will be reimbursed on the basis of 80% (eighty percent) of registration, tuition, parking and mandatory fees charged at Schoolcraft Community College.
- F. Reimbursement will be made provided the employees shows evidence (official school transcript showing final grade received) of his/her successful (grade of C or better) completion of the course(s), provided the employee is not otherwise compensation from some other State or Federal agency.
- G. Because funds for tuition reimbursement are limited, all completed applications must be submitted to department heads by January 15 and to the Personnel Department by February 1 so that they may be considered for the next fiscal year. Approval for reimbursement is contingent upon the availability of funds as budgeted by the City, the successful completion of the course(s), and adherence to the procedures and policies of the program.
- H. The employee shall attend classes on his/her own time without compensation from the City.
- I. An employee must have prior approval (before enrollment) for a course(s) to be eligible for reimbursement.
- J. The employee shall be required to refund all money received under the program in the event the employee separates from the city service within a three year period subsequent to completion of the course. Payment shall be made in one lump sum to be deducted from the employee's final paycheck or reimbursed forthwith by the employee upon termination of employment with the City. In the event of death or duty disability retirement of an employee prior to the end of the three year period, no reimbursement will be required.
- K. It is recognized that in an area as broad as tuition reimbursement, this policy may not cover all situations. The

City Manager shall be the final authority in judging whether reimbursement shall be made.

SECTION 4. Longevity Pay. Effective with the 1994-95 fiscal year, for the life of this agreement, longevity pay shall be paid the pay period following the employee's anniversary date of hire as an addition to the employee's regular check and shall be computed on the basis of forty-five (45) dollars per year multiplied by each of service. Longevity pay shall commence when an employee has reached three years of service and will not be subject to a maximum. There shall be no proration of longevity upon termination. Effective with the longevity payments beginning in the 1995-96 fiscal year, the \$45 per year level will be increased to \$50.

SECTION 5. Gun Allowance. The former gun allowance which was paid in the 1979-80 fiscal year and the accompanying requirement that employees carry their guns while off-duty has been discontinued.

SECTION 6. Clothing Allowance. Each regular, permanent, full-time seniority employee shall receive an annual clothing allowance of \$600. Effective July 1, 1994, said clothing allowance shall be increased to \$700.

The clothing allowance shall be paid in one lump sum check during the first non-payroll Friday of August and each year thereafter during the life of this Agreement.

It is understood that the clothing allowance is to be used for purchasing, cleaning and maintaining prescribed police uniforms and related clothing and equipment.

If an employee terminates his employment or is laid off after receiving his clothing allowance prior to the completion of the fiscal year, he must reimburse the City on a pro-rated basis (such reimbursement shall be on the basis of the unworked months remaining in the fiscal year divided by 12)

SECTION 7. Proficiency Bonus. Each regular, permanent, full-time seniority employee who meets and maintains the mandatory weapons proficiency levels established by the department as a condition of continued employment, will be paid a yearly proficiency bonus. Prior to revising the current proficiency levels, the City will inform the Association of the proposed change and, upon request of the Association, the City will meet with the Association to discuss the matter pursuant to Article XVII, Special Conferences. For each fiscal year of this Agreement, said proficiency bonus shall be \$575 per year. Said bonus will be paid during the first non-payroll Friday of April of each year. If an employee terminates his employment or is laid off after receiving the bonus prior to the completion of that fiscal year, he must reimburse the City on a pro-rata basis (such reimbursement shall be

the bonus prior to the completion of that fiscal year, he must reimburse the City on a pro-rata basis (such reimbursement shall be on the basis of the unworked months remaining in the fiscal year divided by 12)

SECTION 8. Mileage. The allowance for the use of a personal car for official business is established at the current applicable federal rate. The use of a personal car must be authorized and approved by the Chief of Police or his designee. Use of City vehicles shall be approved and must be used when available unless the employee is directed otherwise by the Chief of Police or his designee. Employees shall not receive mileage pay pursuant to this Agreement if payment for mileage is available through other sources.

SECTION 9. Association Days. The Wayne Command Officers Association shall have available a total of eighty (80) hours per fiscal year (non-accumulative) to conduct Command Officer business. Such time shall be limited to use by the President, Vice President, Secretary and Treasurer. Such time shall be approved by the Director of Public Safety or his designee. Written request must be submitted at least one week in advance if possible, but in no case less than three (3) days in advance. Use of this time shall not be permitted if it will result in overtime.

Between the WPCOA and the City of Wayne Police Department

A Letter of Understanding re: Lieutenants work schedules:

Effective July 01, 1994, and for the life of this agreement, the Department agrees to continue the practice of allowing shift Lieutenants to normally work a forty (40) hour work week, Monday through Friday, under the terms and conditions that have been established by the Department. It is expressly understood that if there is only one (1) command officer scheduled to work a particular shift on the weekend and the other command officers on that same shift, already have an approved day(s) off, then the lone scheduled command officer on that same shift for that day(s) is not entitled to a leave day under those conditions. However, the Department will continue the practice of allowing command officers to change their day(s) off to cover for the command officer taking a leave day(s).

It is further understood that all shift Lieutenants will have those days off recognized by the collective bargaining agreement as holidays, off with pay. If those holidays fall on regularly scheduled off days, the Lieutenants will take the same alternate days off, in lieu of those holidays, that other City employees do.

The Wayne Police Command Officers Association recognizes that in the case of an emergency, and/or for the good of the City, the Department can, for cause, cancel any off day, holiday off, or lave day, at any time.

FOR THE CITY -

Robert C. Engler

9/12/94

DATE

John P. Casper

9/12/94

DATE

John J. Zech

9/15/94

DATE

FOR THE WPCOA

[Signature]
May L. Pugh

9-9-94

DATE

K.2. 07-02-97

[Signature]
Keith A. Thomas

09-9-94

DATE

JP 07-02-97

9-9-94

DATE

(KW) 7-2-97

Between the WPCOA and the City of Wayne

A letter of understanding re: shift Bids:

Effective with the new contract, 07-01-94, Wayne Police Command Officers will bid for shifts using the formula outlined in the attached example.

With regard to the process of shift selection, the WPCOA recognizes the following:

The process would begin no earlier than November 01 of the year preceding the schedule it would address. It would conclude no later than November 30 of the year preceding the schedule it would address. Command officers not assigned to a shift at that time would not complete any portion of this process. Command officers moved into a shift would have to complete the year taking the shift assignment of the person they are replacing. No command officer can select any one shift for more than six consecutive months in any calendar year.

The Administration has the right to place probationary sergeants on any shift, regardless of other sergeants' shift bids. If the Administration exercises this right, and a non-probationary sergeant is displaced from his/her selection, that displaced sergeant shall be the least seniority sergeant on the shift the probationary sergeant will be assigned to.

In case of an emergency, and/or for the good of the City, the Administration can, for cause, change any command officer's shift assignment at any time.

FOR THE CITY -

Robert C. Engler

9/12/94

DATED

John P. Coyle

9/14/94

DATED

John J. Zech

9/15/94

DATED

FOR THE WPCOA -

[Signature]

9-9-94

DATED

8.7. 07-02-97

[Signature]

09-09-94

DATED

4P 07-02-97

[Signature]

9-9-94

DATED

(KW) 7-2-97

X

LETTER OF UNDERSTANDING BETWEEN THE
CITY OF WAYNE
AND THE
COMMAND OFFICERS ASSOCIATION

This Letter of Understanding is between the City of Wayne, hereinafter "City" and Command Officers Association of Michigan, hereinafter "Association".

Effective July 1, 1997, the City of Wayne must provide any former member of the Association promoted to the position(s) of Police Chief and/or Deputy Police Chief who, (1) is eligible for Retirement System benefits under the City of Wayne Retirement System; and (2) retires from the Police Department after July 1, 1997; benefits which are equal, as modified by the collective bargaining agreement, to those benefits which are afforded to members of the Association at the time of their retirement.

It is further understood and agreed that the City will make every attempt to continue the past practice of filling vacancies in the position(s) of Police Chief and Deputy Police Chief from qualified personnel within the department.

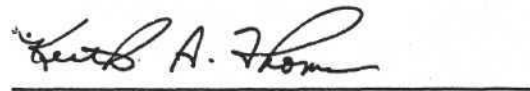
The parties represent that no promise, inducement or agreement not expressed in this Letter of Understanding has been made, that this Letter of Understanding constitutes the entire agreement between the parties; and that under no condition has the Association undertaken any duty to provide retirement benefits to the Police Chief and/or Deputy Police Chief or to take any action to ensure that the benefits are provided to the Police Chief and/or Deputy Police Chief.

FOR THE CITY OF WAYNE:



7/2/97
Date

FOR THE ASSOCIATION:



7-2-97
Date

