

6/30/2000

4129

CITY OF WAYNE

AND

POLICE OFFICERS ASSOCIATION OF MICHIGAN  
COMMUNICATIONS SPECIALIST

Effective July 1, 1997 through June 30, 2000

Wayne, City of

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

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A G R E E M E N T

THIS AGREEMENT entered into this 16th day of December 1997, by and between the CITY OF WAYNE, hereinafter referred to as the City, and the POLICE OFFICERS ASSOCIATION OF MICHIGAN, hereinafter referred to as the "POAM".

WITNESSETH:

WHEREAS, the general purpose of this agreement is to set forth the terms and conditions of employment;

WHEREAS, it is the desire of the parties to promote orderly and peaceful labor relations;

WHEREAS, the parties recognize the City has obligations to the citizens and the taxpayers to operate efficiently, economically, and prudently, and to maintain adequate and uninterrupted service to the public;

NOW, THEREFORE, the parties hereto mutually agree as follows;

ARTICLE I  
RECOGNITION

1.1: The City hereby recognizes the Union 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 full-time Communications Specialists employed by the City of Wayne Department of Public Safety, and excluding the Chief of Police, the Deputy Chief, Captains, Lieutenants, Sergeants, Patrol Officers, elected and appointed officials, and all other employees not within the bargaining unit.

1.2: 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.

1.3: The City agrees that during the life of this Agreement it will not recognize any labor organization other than the POAM, as the collective bargaining agent for the employees in the bargaining unit outlined in Section 1 above.

ARTICLE II  
UNION SECURITY

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

2.2: Employees hired or transferred into the bargaining unit after the signing of the Agreement or any employee who is not a member of the Union 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 Union 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.

2.3: 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 and periodic and uniformed dues of the Union, levied in accordance with the Constitution and By-Laws of the Union, 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 Union 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 Union, and written authorization in suitable form signed by the employees allowing such deductions and payments to the Union at least thirty (30) days prior to the date in which the dues are to be deducted. The Union 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.

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

"Authorization for Payroll Deduction"

I hereby authorize the City of Wayne to deduct from wages earned or to be earned by me and be paid to the Police Officers Association of Michigan, the sum of \_\_\_\_\_ bi-weekly or such other and different sum as may be lawfully established by action of such Union taken in accordance with its Constitution and Bylaws and this agreement (in payment of my Union 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

2.5: 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.

2.6: The City shall not be liable to the Union 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 reduction not in accordance with this provision.

2.7: The Union 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.

2.8: In the event any employee shall fail to either join the Union, or pay the lawful service fee as provided above, and in the event said Union dues or lawful service fee remains unpaid for a period of sixty (60) days following the date the same is due, the Union 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.

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 abridged, 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

4.1: The City recognizes the right of its employees to elect a Steward or Alternate to serve in the absence of the Steward for the purpose of handling contract grievances. The Steward (and Alternate) shall be a regular seniority employee of the department with at least one (1) year of service in the bargaining unit.



4.2: The City will not recognize any Steward until his name and position have been certified in writing by the Union to the City.

4.3: Neither the Union nor any of its officers nor any Steward or Alternate shall advise or direct employees to disregard the orders or instructions of Management.

4.4: Grievances shall be handled at Step 1 of the Grievance Procedure promptly following the end of the shift unless the supervisor involved shall otherwise agree. Grievances shall be reduced to 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

5.1: A grievance is a claim based upon an alleged violation of a provision or term of this Agreement. If any such grievance arises during the term of this Agreement, it shall be submitted to the following grievance procedure:

5.2: 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 his/her immediate supervisor or his/her designee. If the matter is not resolved, the employee may request the presence of his Steward.

Step Two. If the grievance is not resolved at Step One, the employee or an Association representative shall reduce the grievance to writing on the grievance form supplied by the Association and attached hereto, 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 seven (7) business days of Step One discussion. 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 designated City Representatives, the local Association representative and/or the POAM representatives, or answer the grievance. If a meeting is held, the City shall answer the grievance in writing no later than seven (7) business days after meeting with a copy to the local Association representative and the POAM. If no meeting is arranged, the Chief or designated representative shall answer the written grievance within

five (5) business days.

Step Three. If the grievance is not resolved in Step Two, the Association may, within seven (7) business days after the answer in Step Two, submit a written appeal and request to the City Manager for a meeting between no more than two local Association representatives and/or the POAM and representatives of the City in an attempt to resolve the 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 thirteen (13) business days of the step three meeting.

5.3: 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 Union in writing; then the new date shall prevail.

5.4: 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 this 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 representative case by mutual written agreement by the parties.

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

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

5.7: If an employee or the Association at any time pursue any claim or complaint involved under the Grievance Procedure in any other form, such election will bar any further or subsequent proceedings for relief under the grievance procedure.

5.8: 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 Rules, 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 Rules provided said employees shall be subject to the provisions of the City Charter. Likewise, any claim or complaint involving remedial procedures under MERC or MCRC shall not be the basis of any grievance filed under the procedures as outlined in this article.

#### ARTICLE VI ARBITRATION

6.1: If a grievance is not resolved in Step three of the Grievance Procedure and if it involves 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 (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 three. 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.

6.2: It is agreed that not more than one (1) grievance may be submitted to the same Arbitrator at the same time unless otherwise mutually agreed in writing.

6.3: 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.

6.4: 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.

6.5: 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.

6.6: Each party shall pay its own costs of processing grievances through the grievance and arbitrator 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.

6.7: 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.

#### ARTICLE VII DISCIPLINE AND DISCHARGE

7.1: 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, and demote employees who violate these rules.

7.2: No seniority employee shall be disciplined or discharged without cause. Cause for disciplinary action shall include, but is not limited to, failure to observe rules of conduct set forth in the Personnel Rules of the City and the Department Rules; inefficiency or inability to perform assigned duties; excessive absenteeism or tardiness; failure to take a medical examination; dishonesty or theft; insubordination; over discourtesy to supervisors, visitors, or other City employees; gross neglect of duty; failure to observe work rules, including rules in regard to dress and appearance; falsification of employment application or other records; conduct unbecoming an employee of the City, either on or off duty; failure to follow instructions of supervision; or assumption of supervisory authority or advising or directing



employees to disregard the orders of supervision.

7.3: 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 an action. Answer shall be given to the grievant and the Steward or his designee in writing within five (5) business days following his Step Three meeting.

7.4: An employee who is discharged shall, except in unusual circumstances, upon request, be allowed to discuss the discharge with the Steward before being required to leave the premises.

ARTICLE VIII  
NEW OR CHANGED JOBS

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 Union will be notified in writing. The City will, after written notice to the Union, establish a rate for the new classification, which shall be considered temporary, for a period of thirty (30) days following date of notification to the Union. During this period, the Union 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 Union may, within ten (10) days following the meeting, file a written grievance at Step Three of the Grievance Procedure.

ARTICLE IX  
LAYOFF AND RECALL

9.1: Employees shall be laid off or recalled by the City in the following manner:

First, probationary employees in the affected classification shall be laid off in any manner determined by the City.

Second, seniority employees within the affected classification shall be laid off in accordance with the existing personnel rules providing the remaining employees in the classification can do the available work.

9.2: Recall from layoff of seniority employees 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 employees at his last address by registered or certified mail or telegram.

ARTICLE X  
LENGTH OF SERVICE

10.1: It is understood that employees are subject to a probationary period of twelve (12) consecutive months of regular, full-time employment after completion of required schooling, during which time the City shall have the sole right to discharge, discipline, transfer, demote or layoff said employees for any reason, without regard to the provisions of this Agreement, and no grievance shall arise therefrom.

When an employee completes the probationary period, the employee shall be entered on the length of service list and his length of service shall date from his last permanent date of hire.

10.2 There shall be no length of service among probationary employees. In the event a probationary employee is laid off, the City shall have no obligation to rehire him, and if he is rehired, he shall be treated for all purposes as a new employee.

10.3: Upon the signing of this Agreement, the City and the Union shall 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 Union 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.

10.4: An employee shall be terminated and lose his seniority rights if he:

- A. Quits.
- B. Is discharged and is not reinstated.
- C. Is laid off for a period of eighteen (18) months or length of his service, 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 within 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.

10.5: It shall be the responsibility of each employee to notify the City of any change of address or telephone number immediately upon such change. 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.

10.6: An employee who is permanently transferred to a job outside the bargaining unit shall retain and accumulate length of service, whether such transfer was made before or after the Union was first recognized as bargaining unit. If such employee is later transferred back to the bargaining unit by the City, he may exercise his accumulated length of service credits. This clause shall not be construed to limit the City's rights to terminate the employee for any reason while assigned to a job outside the bargaining unit.

#### ARTICLE XI NO-STRIKE CLAUSE

11.1: During the life of this Agreement, the Union shall not cause or permit its members to cause nor shall any member of the Union take part in any strike sit-down, stay-in, or slow-down, concerted use of paid leave time, curtailment of work, restriction of work, or interference with the operations of the City. The Union shall not cause or permit its members to cause nor shall any member of the Union take part in any strike or stoppage of any of the City's operations during the life of this Agreement. The Union shall not cause, authorize, sanction or condone, or shall any member of the Union 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 Union's right to engage in lawful picketing in connection with any negotiations then in progress for a new collective bargaining agreement.

11.2: The Union 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 Union 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.

11.3: The Union officers and the Union 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.

11.4: During the life of this Agreement, the Union shall not cause nor permit its members to cause nor shall any members of the Union 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 XII LEAVES OF ABSENCE

12.1: The City may grant a personal leave of absence other than covered herein for other than a purpose covered under the Family and Medical Leave Act (FMLA) as set forth in Section 12.9 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 accumulate 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 employment for the employee involved.

12.2: An employee on military leave for 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.

12.3: A seniority employee who is unable to perform his assigned duties because of personal illness or disability, and who has exhausted all his personal sick leave, shall at the written recommendation of a physician, be granted a health leave of absence, without pay for the duration of said illness or disability up to twenty-four (24) months. A written request for such a leave must be submitted to the Chief of Police prior to the start of the leave. At least fourteen (14) days prior to the expiration of the leave, the employee shall notify the City in writing of his intent to return to work accompanied by a written statement from his

physician certifying the physical and mental fitness of the employee to fulfill his duties. Upon expiration of the leave, the employee will be returned to his former classification providing his seniority so entitles him and he can perform the available work. Seniority shall accumulate during such leave.

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

12.5: 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.

12.6: A regular, full-time seniority employee who, while actively working shall suffer death in his-her immediate family (as defined in the paragraph below) shall be granted a leave of absence with pay at the daily straight time rate for any regularly scheduled working day that the employee would otherwise have worked but for the funeral up to three (3) work days when the employee is required to be absent to discharge specific obligations placed upon him/her by reason of such death. The paid leave shall be from the day of death through the day of the funeral. The City may require written application for such leave as well as proof of attendance at the funeral before making any payment under this Article.

Immediate family shall be construed to mean and include, spouse, children, step-children, employee's or spouse's father or mother, brother or step-brother, sister or step-sister, grandparents or grandchildren. If extra time is needed, permission must be received in advance from the Chief of Police.

In addition, an otherwise eligible employee may be granted a one day leave with pay in event of death of a grandparent to attend the funeral under the conditions outlined above.

12.7: Regular full-time employees with one (1) or more years of seniority shall be granted three (3) personal business days per fiscal year as provided herein.

- A. Written application shall be made with the Chief of Police forty-eight (48) 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.

12.8: In accordance with the Family and Medical Leave Act (FMLA), the City shall grant an FMLA leave 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 a son or daughter;
2. Because of the placement of 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 or under Section 21.1 (Sick Leave). Leave granted for the reasons outlined in Paragraphs 1 through 4 above shall count against an employee's annual FMLA leave entitlement.

When a leave denoted as 1 or 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 3 above is granted, the employee must utilize accumulated sick leave time, personal days and accumulated vacation days (in that order) after which time the leave is unpaid.

When a leave, denoted as four (4) above is granted, the employee must utilize accumulated sick leave time, and personal days (in that order) after which time the leave is unpaid.

#### ARTICLE XIII DEPARTMENT RULES

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 XIV BULLETIN BOARD

14.1: The City shall provide the Union with a bulletin board for posting of notices set forth in Section 14.2 below, provided such notices are initialed by the Union Steward. The Union will submit one (1) copy of said notice to the Chief of Police prior to it being posted on the bulletin board.

14.2: Notices shall be restricted to the following types:

- A. Notices of Union social and recreational events.

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

14.3: The bulletin board shall not be used by the Union or its members for disseminating political matter of any kind whatsoever.

ARTICLE XV  
SPECIAL CONFERENCES

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 Union and the Chief of Police or his designated representative. Such meetings shall be between representatives of the City and two employee representatives of the Union. Arrangements for the matters to be taken up at said meeting shall be presented at the time said meeting is requested. Matters taken up in such meeting 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 Union, provided the City is notified of said attendance at the time the meeting is scheduled.

ARTICLE XVI  
SAFETY AND WELFARE

16.1: The Union shall cooperate with the City in encouraging enforcement of all safety rules and regulations.

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

16.3: An employee shall immediately report any physical injury sustained on duty. An employee shall make out report in writing on forms furnished by the City and shall turn in all available names and addresses of witnesses to any injury.

16.4: 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 report shall be in multiple copies, one copy to be retained by the employee. In the event the continued defects of equipment are experienced, a written complaint may be filed with the Chief of Police.



ARTICLE XVII  
HOURS OF WORK

17.1: The normal work period shall be set by the City, provided this provision shall in no way be considered as a guarantee by the City of the amount of work in any period.

17.2: Wage rates are shown in Appendix "A" attached to this Agreement.

17.3: "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 up to a maximum 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. Requests to take time off from an employee's comp time bank must be requested at least 24 hours in advance and no more than thirty (30) days in advance, however, leave shall not be approved prior to seven (7) days in advance. Use of comp time days shall be subject to the approval of the Chief or his designated representative based on the needs of the department (workload, staffing, etc.) It is understood that approval of comp time will not be granted if it will require overtime. Once comp time is approved it will not be withdrawn because of a vacation, personal day and/or sick leave request.

17.4: 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.

17.5: Full-time employees will normally be scheduled for a forty-five (45) minute lunch hour, at least twenty (20) minutes of which shall not be considered time worked for purposes of computing overtime pay.

17.6: An employee must be at his/her place of work at the start of the shift, and after the lunch period.

ARTICLE XVIII  
VACATIONS

18.1: 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:

<u>Length of Service on December 31st</u>	<u>Days of Vacation in Next Calendar Year</u>
One year, but less than three years	10 work days
Three years, 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	22 work days
Twenty years and over	23 work days

Effective with the vacation period starting January 1, 1989, the following schedule shall apply:

<u>Length of Service on December 31st</u>	<u>Days of Vacation in Next Calendar Year</u>
One year, but less than three years	10 work days
Three years, 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

Employees who have worked less than one year on December 31st shall be entitled to a pro-rata share of vacation in the next calendar year providing a probationary employee shall earn no vacation (although he shall accrue vacation) until the completion of his probationary period and said probationary employee can take no vacation until the completion of his probationary period.

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 (k.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.

If hired in: Pro Rata Vacation Hours at

	<u>3 Years</u>	<u>5 Years</u>	<u>7 Years</u>	<u>15 Years</u>	<u>20 Years</u>
January	24	16	40	24	8
February	20	12	36	20	4
March	20	12	32	20	4
April	16	12	28	16	4
May	16	8	24	16	4
June	12	8	20	12	4
July	12	8	20	12	4
August	8	4	16	8	0
September	8	4	12	8	0
October	4	0	4	4	0
November	4	0	4	4	0
December	0	0	0	0	0

18.2: 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.

18.3: 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 calendar year.

18.4: A vacation may not be waived by an employee and extra pay received for work during that period, provided, however, it is agreed that the City shall continue its practice of paying prorated vacation pay to those retiring, notwithstanding the provisions of Section 1, above.

18.5: 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.

18.6: 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.

18.7: Vacation schedule preferences must be turned into the department office by April 1 of each year. For those who turn in the request by April 1, preference for vacation will be allocated on the basis of 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 or protection of the City welfare.

ARTICLE XIX  
HOLIDAY PAY

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

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

providing they meet all the following eligibility rules:

- A. The employee has seniority on the work day immediately preceding the holiday involved.
- B. The employee works all scheduled hours the normally scheduled work day before and after the holiday, unless the employee was on an approved paid leave.

19.2: Payment for each of the foregoing holidays, shall be made in a lump sum check between November 1 and November 25 at the regular straight base rate of pay in effect at the time.

19.3: 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.

19.4: 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 actually hours worked on said holiday.

ARTICLE XX  
RETIREMENT

20.1 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.

ARTICLE XXI  
SICK LEAVE

21.1: 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 five (5) days in the month will be considered to have completed a month of service and qualify for a day of sick 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.

21.2: 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.

ARTICLE XXII  
INSURANCE

22.1: For the duration of this Agreement, the City agrees to pay the premiums to provide group medical hospitalization insurance with \$3 Drug and Master Medical Option II for all regular, full-time seniority employees with three (3) months or more of service, not otherwise covered by another medical hospitalization plan paid

by the City or another employer, who enroll in the plan as provided in Section 4 below. In order to avoid duplicate coverage, employees will sign a disclaimer on the form provided before any premiums are paid by the City.

Effective the beginning of the billing period on or after December 1, 1988, or as soon thereafter as is possible, change the current group medical hospitalization to CMM-100 program (i.e., front-end deductible of \$100 deductible per person, \$200 per family with 80-20 co-pay and \$1,000 stop loss (plus deductible) with predetermination, and \$5 generic prescription drug. The City shall reimburse eligible employees and their legal dependents, upon receipt of optical expenses, up to a \$150 limit every two (2) years.

- A. 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 July 1, 1996, the employee's contribution will be increased to one percent (1%) of their base salary. Any such employee cost share shall be paid by hereby authorizing a payroll deduction. The City shall create a IRS Section 125 flexible spending account to enable employees to pay insurance co-pays with pre-tax dollars.
- B. Regular, full-time classified employees shall, at the beginning of the month following completion of their probationary period, be entitled to accrue a payment of \$125.00 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 prior to December 1 of each year.
- C. In the event an employee who is eligible for the City health insurance but elects not to take it because he/she is covered by another employer-paid group health insurance 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 forms within 30 days from loss of coverage.)

22.2: For the duration of this Agreement, the City agrees to pay the premiums to provide group life insurance in the amount of \$20,000 with double indemnity for all regular, full-time seniority employees.

22.3: For the duration of this Agreement, beginning on the billing period following ratification, the City agrees to pay the premiums to provide a group dental plan for all regular, full-time seniority employees who enroll in the plan as provided in Section 4 below.

The City shall amend the Dental coverage to provide 100% of Class I benefits and 80% of Class II benefits (minor restorations, etc.) and increase the calendar year maximum from \$750 to \$1,000.

22.4: For an eligible employee to become insured for health insurance and dental, the employee must enroll in the plan within thirty (30) days of the employee's employment and pay one months premiums until eligible for City contribution (which is after two (2) months of service for health and one (1) year for dental), or the employee may become insured during the annual open-enrollment period, provided in said case, the employee must then pay the premiums for a period of one (1) month before the City is obligated to begin paying the premiums. An eligible employee who enrolls in the plan will become insured for life insurance on the first of the month following three (3) months of employment.

If away from work due to disability, leave of absence, etc., on the date insurance is to be effective, said employee will be insured at the beginning of the next billing period following return to active employment.

22.5: The health and life 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. Dental coverage shall be discontinued the day the employee's services are terminated, laid off, or the day the employee goes on leave of absence.

22.6: 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 Union 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 herein.

22.7: For the life of this Agreement, regular, full-time classified employees retiring in accordance with and under the terms of the City of Wayne Retirement Systems, shall have their health insurance premiums paid for by the City in accordance with the following chart:

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

Provided, in the case of a duty disability retiree, the employee will have one hundred percent (100%) of the health insurance premium paid by the City. 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 the 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 \$1,000.00 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.

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.

ARTICLE XXIII  
GENERAL

23.1: 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 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 Union, 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.

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

23.3: 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.

23.4: The City may require that employees submit to physical and mental 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 examination conflict, the employee shall be examined by a third-party neutral physician from Ford 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 Union.

23.5: 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.

23.6 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 and will also be subject to disciplinary action.

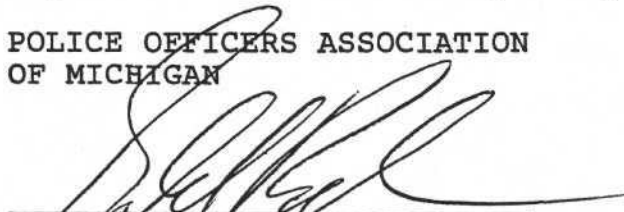
23.7: All employees covered by this Agreement shall have no residency requirements.

ARTICLE XXIV  
DURATION OF AGREEMENT


24.1: The provisions of this Agreement shall be effective as of December 16, 1997, with salaries retroactive as provided in the Settlement Agreement, 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 the expiration date serve written notice on the other party of a desire to terminate, 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 Union and the City have caused this Agreement to be executed in their names by their duly authorized representatives on the day and year first above written.

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

  
Gerald Radovic  
Business Agent

CITY OF WAYNE

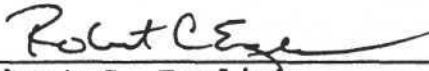
  
Kenneth A. Warfield, Mayor



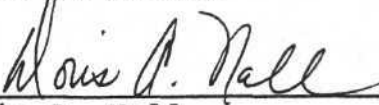
WAYNE CITY COMMUNICATIONS  
SPECIALIST ASSOCIATION

  
Terry Webb, President

  
Edward Johnson, Vice-President

  
Robert C. English  
Personnel Director

  
Michael Sumeracki  
Chief of Police

  
Doris A. Nall  
City Clerk

APPENDIX A  
WAGES

SECTION 1. Effective the dates indicated, the following schedules shall be in effect:

	<u>7-1-97</u>	<u>7-1-98</u>	<u>7-1-99</u>
Start	\$25,291.970	\$26,050.729	\$26,832.251
1 Year	25,980.214	26,759.620	27,562.409
2 Years	27,356.720	28,177.422	29,022.745
3 Years	28,870.870	29,736.996	30,629.106
4 Years	30,453.834	31,367.449	32,308.472

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

SECTION 2. 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. Absences 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 courses" 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 who has completed his/her probationary period.
- B. Application shall be made to the employee's department head who upon recommendation will forward the application to the Personnel Department for final approval.
- C. Reimbursement shall be made only for course work directly related to the employee's present job.
- D. Reimbursement shall be made only for course work completed at accredited colleges and universities (North Central Accreditation).
- E. The City shall reimburse employees attending four year institutions for tuition in the 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 the registration, tuition, parking and mandatory fees charged at Wayne County Community College. There will be no reimbursement for books.
- F. Reimbursement will be made provided the employee 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 compensated 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 courses(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 the death of the 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 1995-96 fiscal year longevity pay shall be paid the pay period following the employees anniversary date of hire as an addition to the employee's regular check and shall be computed on the basis of fifty (50) dollars per year multiplied by each year of service. Longevity pay shall commence when an employee has reached three (3) years of service and will not be subject to a maximum. There shall be no proration of longevity upon termination.

SECTION 5. Employees who are required and approved by the Department to appear in Court on the Department's behalf when off duty shall receive a minimum of two (2) hours pay at time and one-half (1-1/2).

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 his regular hourly rate of pay for the hours or days spent in actual training. If an employee specifically requests pay in lieu of compensatory time, his request will be honored. The employee may be required to adjust his off or hours for such attendance in accordance with the current practices.

SECTION 7. Employees required by the Department to be on stand-by basis for cases originating in the City of Wayne or originating while on duty in the City of Wayne shall be paid two hours at the straight time rate or time and one-half at regular hourly rate of pay if required to appear in Circuit Court.

SECTION 8. The straight time hourly rate of pay shall be determined by dividing the annual salary by the days of the fiscal year; multiplied by 14; and then divided by 80.

SECTION 9. Each full-time employees with one (1) or more years of service as of July 1 of each year, shall receive an annual clothing allowance each fiscal year of \$350. Clothing allowance will be paid within the first fifteen (15) days of August. (A one-time only allowance of \$500 shall be paid upon ratification of this 1997-2000 agreement). If an employee terminates his/her employment

or is laid-off after receiving their clothing allowance prior to completion of the fiscal year, they must reimburse the City on a pro-rated basis (such reimbursement shall be on the basis of unworked months remaining in the fiscal year divided by 12).

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

#### LETTER OF UNDERSTANDING

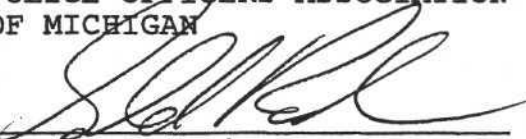
Re: Shift Preference

The selection of permanent shifts for the day, afternoon and midnight shifts shall be permitted under the following guidelines.


1. Employees with one (1) or more years of seniority shall have the right to select shift preference by seniority if not in conflict with the best interests of the Department.
2. Eligible employees shall file written shift pick requests on the form provided by December 1st for the following calendar year. Employees shall submit their first and second preferences for each period.
3. Employees with less than one (1) year of seniority on the shift pick date shall be subject to shift assignment at the discretion of the Department for those periods in the year being bid on in which the employee has not reached one year on or prior to the beginning of the period. Such assignment shall be made prior to honoring shift selection requests. For those periods in which the employee will have reached one year on or before the beginning of the period the employee will have the right to a shift selection pick.
4. Members of the bargaining unit who may be on vacation, sick leave, approved leave, etc., at the time of the posting and shift selection process shall assume responsibility for turning in their shift selections to a Union Representative.
5. Shift pick selection shall only apply to regular day, afternoon and midnight shifts. It is understood that special assignments shall continue to be made at the discretion of the department.
6. Shift selection will be made for each three (3) month period as follows: Period One - January, February and March; Period Two - April, May and June; Period Three - July, August and September; Period Four - October, November and December.

7. Changes in shifts shall be accomplished without incurring overtime. The City reserves the right to pick the actual date of the shift change within two pay periods of the shift pick date to change day off patterns. An employee who bids off a shift may have to reschedule his/her vacation pick.
8. If two seniority employees mutually agree to change a shift pick during the year it may be accomplished by submitting a letter in writing to the Chief or his designee requesting such change. Approval for such requests will be up to the Chief or his designee but will not be unreasonable refused.

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

  
Gerald Radovic  
Business Agent

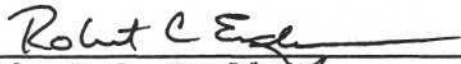
CITY OF WAYNE

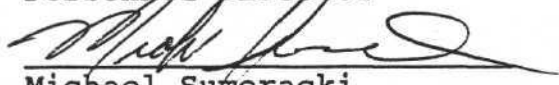
  
Kenneth A. Warfield, Mayor

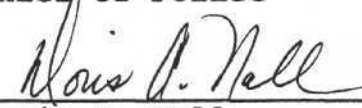
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Michael Sumeracki  
Chief of Police

  
Doris A. Nall  
City Clerk



LETTER OF UNDERSTANDING  
CITY OF WAYNE  
AND  
POLICE OFFICERS ASSOCIATION OF MICHIGAN

The following shall constitute the policy of the City of Wayne with respect to Family and Medical Leaves for the Patrol Officers Bargaining Unit. Pursuant to Paragraph 13.9 of the Patrol contract, an FMLA Leave will be granted for one or more of the following reason:

1. Because of the birth of a son or daughter of the employee, or in order to care for such a son or daughter;
2. Because of the placement of 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".

FMLA leaves, denoted as 1 through 3 above, are only available to employees who have been employed by the City for at least twelve (12) month and have worked 1,250 hours during the previous twelve (12) month period. A leave denoted as 4 above, is available as set forth in Section 13.3 and 17.1 of the Patrol contract.

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) 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) work weeks of FMLA leave in the twelve (12) month period, unless otherwise provided under the Patrol agreement.

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 it 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.

An employee who seeks and/or obtains employment, or performs work for another employer, or self-employed, while on a FMLA, shall be automatically terminated effective the date the leave started unless the employee was specifically granted the leave for that particular purpose.