

6/30/2000

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF WAYNE

AND

POLICE OFFICERS ASSOCIATION OF MICHIGAN

Effective July 1, 1997 to June 30, 2000

Wayne City of

10/10/10

AGREEMENT

This Agreement entered into this 5th day of August, 1997, between the City of Wayne, a Michigan Municipal Corporation, (hereinafter referred to as the "City"), and the Police Officers Association of Michigan, (hereinafter referred to as the "Association").

PURPOSE AND INTENT

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 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 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 patrolmen employed by the City which unit is certified by the Michigan Employment Relations Commission in case number R79 C-180 and excluding supervisors, clerical employees, 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 1.1. References to the male gender shall include the female gender unless otherwise indicated.

ARTICLE II ASSOCIATION 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 the 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 shall, the first of the month following their swearing in, 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 are Union members, the regular, usual, periodic, and uniform dues of the Union levied in accordance with the constitution and by-laws of the Union and which are uniformly required, 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 on 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 thirty (30) days in advance.

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

AUTHORIZATION FOR DUES DEDUCTION

I hereby authorize the City of Wayne to deduct from the wages earned by me and be paid to the Wayne Police Officers Association the sum of \$_____, which represents the periodic dues uniformly required as a condition of retaining membership in the Association. This authorization is subject to the terms and conditions specified in Article II of the collective bargaining agreement between the City and the Police Officers Association of Michigan.

Date _____
Employee 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 or withdraws his check-off.

2.6: The City shall not be liable to the Union by reasons of the requirements of this Agreement for the remittance of payment of any sum other than those constituting 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.

2.7: 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.

2.8: 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 or by reason of action taken or not taken by the City under these article.

ARTICLE III MANAGEMENT RIGHTS CLAUSE

3.1: 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 supervisors; (i) to determine the qualifications and

competency of employees to perform the available work; (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 for purposes of advancement. The City reserves the foregoing rights except such as are specifically relinquished or modified by the terms of this Agreement.

3.2: 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.

3.3: Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of the 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 judgement 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 no more than five (5) executive board members for the purpose of handling contract grievances who shall be regular seniority employees of the City.

4.2: The City will not recognize any executive board member until his name and position have been certified in writing by the Association to the City.

4.3: Neither the Association nor any of its officers shall advise or direct employees to disregard the orders of supervision.

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 arrange the meeting immediately before the end of the employee's shift, or as otherwise agreed to. Grievances shall be reduced to writing at step 2 during nonworking hours. Grievances meetings at step 2 and step 3 shall be handled during normal business hours of the City, unless other-wise agreed.

ARTICLE V
RULES AND DISCIPLINE

5.1: The City may adopt, revise, and amend 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. All new or amended rules will be posted five (5) days prior to their effective date.

5.2: No seniority employee shall be disciplined or discharged except for cause. Cause for disciplinary action shall include, but not be 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; tardiness; failure to take a medical examination; dishonesty or theft; insubordination; overt discourtesy to supervisors, visitors, or other City employees; gross neglect of duty; failure to observe work rule, including rules in regard to dress and appearance; falsification of employment application or other records; conduct unbecoming an officer or 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. Employees feeling aggrieved on account of such disciplinary action as herein stated shall have the right to file a written grievance at step 2 of the grievance procedure within five (5) days of the action.

5.3: 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 VI
NEW OR CHANGED JOBS

6.1: 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 (3) of the grievance procedure.

ARTICLE VII SAFETY AND WELFARE

7.1: The Employer, the Union and all employees covered by this Agreement recognize that the Employer's primary duty and responsibility is to provide law enforcement assistance to the citizens of Wayne. Bearing this in mind, the Employer shall always consider the personal safety of the employees in establishing operational procedures. In addition, specifications for new patrol cars will be reviewed with the president of the Association before a new car is bid on provided, however, the final decision on the vehicle and its equipment rests with the City. Likewise employees shall observe all safety rules and regulations. The Union and the City shall cooperate in enforcing all such measures.

7.2: Upon request, the City will provide an officer with one copy of the City of Wayne ordinances and the motor vehicle code and other supplies and equipment deemed necessary by the City for the performance of one's duty. The employee shall use and make every effort to preserve the devices and equipment provided for their safety.

7.3: 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 the forms furnished by the City and shall turn in all available names and addresses of witnesses to any accident. Failure to comply with this provision shall subject the employee to disciplinary action by the City.

7.4: It is the duty of the employee and he shall immediately or at the end of shift, report all known defects of equipment to his immediate supervisor. Such reports shall be made in multiple copies, 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.

7.5: Officers shall be required to transport live animals that are a threat to the safety of the public in vehicles, but they will not be required to transport dead animals in vehicles.

ARTICLE VIII GRIEVANCE PROCEDURE

8.1: A "grievance is a claim based upon a 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:

8.2: Step One. If an employee feels he has a grievance, he shall, within five (5) business days of the time the grievance rises, discuss the grievance with his immediate supervisor or other designated supervisor as the case may be. At the employee's request, an Association representative shall be present at step one.

Step Two. If the grievance is not resolved in step one, the employee or an Association representative shall reduce the grievance to writing on a 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 Chief and other 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 the 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.

8.3: 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 Association in writing; then the new data shall prevail.

8.4: 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 his regular rate, less any unemployment or other compensation 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.

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

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

8.7: If an employee or the Association at any time pursues 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.

8.8: 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 IX ARBITRATION

9.1: 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 applying in writing to the American Arbitration Association for appointment of an Arbitrator under its rules and by written notice delivered to the other party (i.e., city manager or Association) as the case may be, ten (10) days after receipt of the

City's answer in step three. If no such notice is given within the ten (10) 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.

9.2: 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.

9.3: 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.

9.4: 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.

9.5: 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.

9.6: 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 of facilities and the expenses of the arbitration, including

the expense of a transcript, if any, for the Arbitrator, 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.

9.7: 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 X LENGTH OF SERVICE

10.1: Seniority shall be defined for the purpose of this Agreement to mean the length of employee's continuous service with the City from his last permanent hiring date. Seniority for employees hired on the same date shall be determined by entry level test scores and in the event test scores are equal, the order of seniority shall be determined by a random drawing.

10.2: 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 lay off 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 seniority list and his seniority shall date from his last permanent date of hire.

10.3: There shall be no seniority 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.

10.4: 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 thirty (30) 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.

10.5: 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 his seniority, whichever is less.
- D. Fails to report for work within five (5) 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 an extension is granted.
- G. Retires.

10.6: It shall be the responsibility of each employee to notify the City 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.

10.7: An employee who is transferred to a job outside the bargaining unit shall retain and accumulate seniority, whether such transfer was made before or after the Association was first recognized as bargaining unit, he may exercise his accumulated seniority credits. This clause shall not be construed to limit the City's right to terminate the employee for any reason while assigned to a job outside the bargaining unit.

ARTICLE XI LAYOFF AND RECALL

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

- A. First, probationary employees and any temporary employees in the affected classification will be laid off in any manner determined by the City.
- B. Second, seniority employees within the affected classification will be laid off according to their seniority starting with the least seniority providing the remaining employees can do the available work.
- C. In the event there is a dispute over whether or not an employee can do the available work, the matter

shall be subject to the grievance procedure to commence at step 3.

11.2: Upon recall from layoff, an employee may be required to take a physical examination by a City designated doctor at City expense if said employee has been on layoff for a period of thirty (30) days or more. Notice of recall shall be sent to the employee at his last known address by registered or certified mail, or telegram with a copy to the Association.

ARTICLE XII
EMPLOYEE AND ASSOCIATION RIGHTS

12.1: The following section of the Public Employment Relations Act, as amended, are hereby restated for informational purposes only to inform officers of their rights under law:

D 17.455(9)

"Section 9. It shall be lawful for public employees to organize together or to form, joint or assist in labor organizations, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, or to negotiate or bargain collectively with their public employees through representatives of their own free choice."

"Section 10. (1) It shall be unlawful for a public employer or an officer or agent of a public employer (a) to interfere with, restrain or coerce public employees in the exercise of their rights guaranteed in section 9; (b) to initiate, create, dominate, contribute to, or interfere with the formation or administration of any labor organization; Provided, that a public employer shall not be prohibited from permitting employees to confer with it during working hours without loss of time or pay; (c) to discriminate in regard to hire, terms or other conditions of employment in order to encourage or discourage membership in a labor organization: Provided, further, that nothing in this act or in any law of this state shall preclude a public employer from making an agreement with an exclusive bargaining representative as defined in section 11 to require as a condition of employment that all employees in the bargaining unit pay to the exclusive bargaining representative a service fee equivalent to the amount of dues uniformly required of members of the exclusive bargaining representative; (d) to discriminate against a public employee because he has given testimony or instituted proceedings under this act; or (e) to refuse to bargain collectively with the representative of its public employees, subject to the provisions of Section 11.

(2) It is the purpose of this amendatory act to reaffirm the continuing public policy of this state that the stability and effectiveness of labor relations in the public sector require, if such requirement is negotiated with the public employer, that all employees in the bargaining unit shall share fairly in the financial support of their exclusive bargaining representative a service fee which may be equivalent to the amount of dues uniformly required of members of the exclusive bargain representative.

3) It shall be unlawful for a labor organization or its agents (a) to restrain or coerce; (i) public employees in the exercise of the rights guaranteed in section 9; Provided that this subdivision shall not impair the right of a labor organization to prescribe its own rules with respect to the acquisition or retention of membership therein; or (ii) a public employer in the selection of its representatives for the purposes of collective bargaining or adjustment of grievances; (b) to cause or attempt to cause a public employer, provided it is the representative of the public employer' employees subject to Section 11."

"Section 11. Representatives designated or selected for purposes of collective bargaining by the majority of the public employees in a unit appropriate for such purposes, shall be the exclusive representatives of all the public employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and shall be so recognized by the public employer and have the grievances adjusted, without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect, provided that the bargaining representative has been given opportunity to be present at such adjustment."

ARTICLE XIII LEAVES OF ABSENCE

3.1: 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 13.9 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 extend 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 the provision shall result in the complete loss of seniority rights and the termination of employment for the employee involved.

13.2: 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.

13.3: A seniority employee who is unable to perform his assigned duties because of personal illness or disability 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, for the duration of his seniority, up to two years. A written request for such 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.

13.4: All leave 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.

13.5: 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.

13.6: Upon the death of a member of a regular full-time permanent seniority employee's 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/she 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 or step-brothers, sisters or step-sisters, children, step-children, grandparents or grandchildren.

13.7: Regular full-time employees with one (1) or more years of service as of July 1st of each year shall be granted three (3) personal days per fiscal year as provided herein. If said employee has less than one (1) year of service on July 1st, the employee shall receive a pro-rata share of business days rounded to the nearest whole four (4) hours in accordance with the following formula: for each full two (2) months service, the employee will be eligible to receive four (4) hour of personal business day leave.

- 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 unreasonably refused.

13.8: For each fiscal year of this Agreement, regular full-time employees with one or more years of service as of July 1st of each year shall be granted twelve (12) hours of roll-call/briefing leave time. Said time shall be taken in increments of four (4) hours and only approval of the Chief or his designee and must be taken within the fiscal year (July 1st-June 30th, inclusive) or be forfeited (i.e., no pay in lieu thereof) and shall not be cumulative from fiscal year to fiscal year. No overtime payment under any circumstance shall be paid or accrued by operation of this Section. If said employee has less than one year of service on July 1st, the employee shall receive a pro-rata share of said leave time rounded to the nearest whole four (4) hours in accordance with the following formula: for each full four (4) months of service, the employee will be eligible to receive four (4) hours of leave time.

13.9: In accordance with the Family and Medical Leave Act (FMLA), the City shall grant an FMLA leave for one or more of the following:

- A. Because of the birth of a son or daughter of the employee, or in order to care for such a son or daughter;
- B. Because of the placement of son or daughter with the employee for adoption or foster care;
- C. To care for the employee's spouse, son or daughter, or parent who has a "serious health condition," or

- D. 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 17.1 (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 A or B 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 C 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 D 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 XIV HOURS OF WORK

14.1: 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.

14.2: Wage rate are shown in Appendix "A" attached to this Agreement.

14.3: "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 forth (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 be granted if there are no employees on approved leave and if it will not create overtime. Once comp time is approved it will not be withdrawn because of a vacation, personal day and/or sick leave request.

14.4: The City reserves the right to schedule the hours of work and to change the times of shifts to meet the needs of the City. The City reserves the right to require employees to report to work ten (10) minutes prior to their regularly scheduled shift to attend a roll-call/orientation/briefing.

14.5: 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 or two (2) hours pay at time and one-half his regular, straight time rate, as determined by the City.

14.6: An employee working on a regular eight (8) hour shift shall continue to be permitted thirty (30) minutes for lunch period, as work permits, the first ten (10) minutes of which shall be without pay, and it shall be part of the eight (8) hour day. In the event an officer is required by the department to perform police duty during the initial ten (10) minute non-paid period, the officer will be compensated at the rate time and one-half (1-1/2). Said employee shall also be permitted a fifteen (15) minute relief period, as work permits with each four (4) hours of work. During both lunch and relief periods, employees shall remain on-call basis and must remain in contact with the department headquarters, except for the first ten (10) minutes of the lunch period.

14.7: Shift selection shall take place 30 days prior to the start of the shift. The selection of permanent shifts for the day, afternoon and midnight shifts shall be permitted under the following guidelines.

- A. Employees with three (3) 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. Effective with the 1995 shift picks, three (3) years of seniority shall be changed to two (2) years of seniority.
- B. Eligible employees shall file written shift pick requests on the form provided by December 1st for the following calendar year. Officers shall submit their first and second preferences in each period. An employee who will have three (3) years of service prior to the start of a three-month period is eligible

to file a shift pick for such period and each subsequent period.

- C. Officers with less than three (3) years 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 three (3) years on or prior to the beginning of the period. Such assignment shall be made prior to honoring shift selection requests.
- D. Members of the bargaining unit who may be on vacation, sick leave, approved leave, etc., at time of the posting and shift selection process shall assume responsibility for turning in their shift selections to a Union representative.
- E. Shift pick selection shall only apply to regular day, afternoon and midnight shifts. It is understood that special assignment to such things as traffic/crime prevention, auto theft, narcotics, investigation, etc., shall continue to be made at the discretion of the Department.
- F. 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.
- G. An employee may not select the same shift four periods in succession. Further, the City reserves the right to assign an employee to a different shift to avoid having the employee remain on the same shift for more than four successive periods.
- H. In the event an employee is transferred from a permanent shift (to which shift selection applies), to another assignment, the employee transferred to the patrol shift shall assume the shift assignment of the officer he/she replaces for the balance of the period plus up to one (1) additional period.
- I. Bumping, i.e., preempting another officer's position after the shift preference selection

period, based on an officer's (higher) seniority shall not be permitted except for period three as set forth in paragraph H. above.

J. Change 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 officer who bids off a shift may have to reschedule his/her vacation pick.

K. Vacation pick shall continue to take place on April 1 per current practice. It is understood that an officer who has his assignment changed by the Department will not have his previously approved scheduled vacation changed as a result of said assignment change provided this shall not apply to a change in shifts as a result of a shift pick based on seniority.

14.8: An employee temporarily assigned at the request of the City to another position with a higher rate of pay for more than seven (7) consecutive work days shall receive either the minimum rate of the new position or the top rate for sergeants, whichever is lower, for the time he works in the higher rated classification provided that payments for such pay differential shall be paid on a quarterly basis or more often as determined by the City finance department. It is not the intent of this section to remove a person for a short period of time to avoid the seven (7) consecutive days. It is understood that the provisions of this section 14.8 do not apply to an officer assigned to the Investigations Bureau to gain experience, knowledge, etc., for up to 120 days.

ARTICLE XV HOLIDAY PAY

15.1: Regular, full time 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
Thanksgiving Day	Easter Sunday
Veterans Day	Martin Luther King's Birthday

providing they meet all the following eligibility rule:

- A. 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.

15.2: 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 that time.

15.3: Regular, full-time employees who have less than one (1) year of service on November 1st, shall be entitled to a pro-rated share of holiday pay, provided they have completed the required schooling by November 1st, and provided the holiday pay will be based upon the number of months of service the employee will accrue in the said current fiscal year following completion of his/her required schooling.

If an employee terminates his/her 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.

15.4: Subject to Section 15.3, for the 1984-85 fiscal year, and for each fiscal year thereafter during the life of this Agreement, said holiday paycheck shall be increased by \$240 for all employees who are employed the entire year in question.

ARTICLE XVI VACATIONS

16.1: 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-rata 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>2 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

<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	20 work days
Fifteen years but less than twenty	22 work days
Twenty years and over	23 work days

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

One year but less than three years	10 work days
Three years but less than five years	13 work days
Five years but less 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

Regular, full-time employees who have less than one (1) year of service December 31st shall be entitled to a pro-rated 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.

16.2: All eligible employees shall accrue vacation based on one-twelfth (1/12) 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 is on vacation leave.

16.3: A vacation may not be postponed from one (1) 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 canceled 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.

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

16.5: 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.

16.6: 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.

16.7: Vacation schedule preference 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 of protection of the City welfare.

ARTICLE XVII SICK LEAVE

17.1: Sick leave with pay shall be earned by regular, permanent full-time seniority employees working at the rate of one (1) work day for each completed month of service. For purposes of this section, an employee who works at least one (1) 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. A probationary employee shall earn no sick leave during his/her probationary period although he/she may accrue sick leave after the start of his/her probationary period which shall be considered to have been earned upon completion of his/her probationary period and may be taken thereafter. It is understood, that up to three (3) sick leave days may be used for immediate family illnesses.

17.2: 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, 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 retained by the employee and the City shall pay the difference between the employee's regular compensation and the workers' compensation check for the period provided above.

17.3: Upon termination of employment due to retirement, death or resignation, retired or resigned (or the estate of) employees with fifteen (15) or more full years of seniority who have accumulated sixty (60) or more days of sick leave, shall receive payment for the unused accumulated sick leave at the rate of five (5) days pay for every eight (8) days of accumulated sick leave. A day's pay shall be based on the final average pay as being calculated by the finance department. It is understood that such payment shall continue to be excluded as part of an employee's compensation for purposes of computing retirement benefits. In addition, employees who have accumulated more than sixty (60) days of sick leave in their bank shall have the right to sell back to the City up to ten (10) days sick leave per year. Said days shall be paid for at the rate of fifty (50%) percent of the officer's daily rate and shall be paid in the last pay period

of January.

ARTICLE XVIII
INSURANCE

18.1: For the duration of this Agreement, the City agrees to pay the premiums to provide group medical hospitalization insurance 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 July 1, 1988, the current health insurance shall be changed by adding a front end deductible of \$100.00 per person and \$200.00 per family and an 80/20 co-payment with an annual out-of-pocket maximum stoploss of up to \$1,000 (plus deductible). Effective August 1, 1993, the prescription drug shall be changed to a \$5 generic with use of the prescription service for maintenance medication. In addition, the City agrees to fully pay the premiums to provide a choice of up to two HMO's for eligible employees, subject to the provisions set forth in Article XVIII. The City shall eligible employees and their legal dependents, upon receipt of proof 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.

18.2: A. 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 1st of each year.

- B. 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 next billing period. (Subject to verification of the loss of the other coverage and filing of appropriate insurance forms within thirty (30) days from loss of coverage.)

18.3: 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 employees at the time provided below.

18.4: For the duration of this Agreement, the City agrees to pay the premiums to provide a dental plan for regular, full-time employees with a calendar year maximum dollar limit per individual of \$1,000.00.

18.5: An eligible, full-time employee shall become insured in the case of health insurance at the beginning of the month following employment or upon becoming a sworn officer, whichever is later; in the case of life insurance at the beginning of the month following six (6) months of service; and in the case of dental at the beginning of the month following twelve (12) months of service in accordance with the provisions in the contract with the carrier provided, if away from work due to disability, leave of absence, etc., on the date the insurance is to be effective, said employee will be insured upon return to active service.

18.6: The insurance coverage listed above shall be discontinued on the day the employee's services are terminated, (including quit, etc.) or 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, then said insurance coverage shall be continued for up to six (6) months.

18.7: 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 thirty (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.

18.8: For the life of this Agreement, employees retiring from the police division in accordance with and under the terms of the City of Wayne retirement system, 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	
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, in the case of a duty disability retiree, the employee and their spouse 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 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 XIX RETIREMENT SYSTEM

19.1: 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.

19.2: Effective July 1, 1996, the Pension Plan shall be

amended to provide for retirement after 25 years of service and the age requirement shall be deleted.

19.3: Effective July 1, 1997, the 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 of service over 30 years for all employees covered by this bargaining agreement that retire on or after July 1, 1997.

19.4: 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.

19.5: 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 salary, overtime compensation, longevity pay, holiday pay, weapons proficiency payment, payment in lieu of health insurance and in the final year of employment unused and/or accrued annual leave.

ARTICLE XX SCOPE OF AGREEMENT

20.1: 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 understanding 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 specially 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.

20.2: This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between the City and the Association, or the employees 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 XXI
SEPARABILITY AND SAVING CLAUSE

21.1: 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 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.

ARTICLE XXII
BULLETIN BOARD

22.1: The City shall provide the Association with a bulletin board for posting of notices set forth in Section 22.2, below, 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 being posted on the bulletin board.

22.2: 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 the employees.

22.3: The bulletin board shall not be used by the Association or its members for dissemination political matter of any kind whatsoever.

ARTICLE XXIII
GENERAL

23.1: The City may, at its discretion, require that employees submit to physical and mental tests and examinations by a City appointed doctor when such tests and examinations are considered to be of value to the City in maintaining a capable work force, employee health and safety, etc.,

provided, however, that the City will pay the cost of such tests and examinations.

23.2: The City may, at its discretion, require that employees provide specific and detailed medical data from the employee's doctor for any illness or injury which has resulted in lost work time.

23.3: There shall be no residency requirements for all bargaining unit members.

23.4: The Union will produce and provide copies of this Agreement.

23.5: All members of the bargaining unit hired on or after July 1, 1997, shall as a condition of continued employment be residents of the following geographical area within 12 months of completion of their probationary period and until they have completed fifteen years of service with the City: West of Beech Daly Road; South of Joy Road; East of Canton Center/Belleville Roads and North of Goddard/I-94.

ARTICLE XXIV SPECIAL CONFERENCE

24.1: 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 (2) employee representatives of the Union. Arrangements for the above meeting 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 be attended by a representative of POAM.

ARTICLE XXV NO STRIKE CLAUSE

25.1: During the life of this Agreement the Union shall not cause, authorize, sanction or condone nor shall any member of the Union take part in, any strike, sit down, stay in, slow down, work stoppage, curtailment of work, concerted use of paid leave time, restriction of work, sympathy strike or interference with the operations of the City of any kind for any reason, including a labor dispute between the City and any labor organization. The Union shall not cause, authorize,

sanction or condone, nor 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.

25.2: The Union agrees that it, and its officers, will take prompt affirmative action to prevent or stop unauthorized strikes, sit downs, work stoppages, curtailment of work, concerted use of paid leave time, restriction of work, sympathy strikes or interference with the operation of the City. The Union further agrees that the City shall have the right to discipline, including discharge, any or all employees who violate this article.

25.3: In the event of a violation of this article, the City shall have the right, in addition to the foregoing and any other remedies it may have to obtain injunctive relief. In addition, in the event there is a concerted use of paid leave time, the City shall not be obligated to pay sick leave to any employees.

25.4: Section 1 shall not be construed as restricting the Union's right to take lawful action in connection with the negotiations for future collective bargaining agreements.

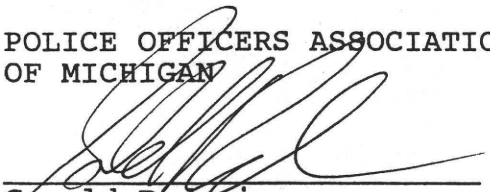
25.5: It is understood that any disciplinary action taken by the City pursuant to this article is subject to the grievance procedure.

ARTICLE XXVI DURATION OF AGREEMENT

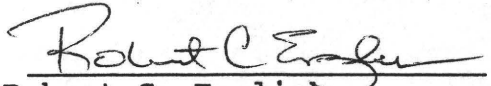
26.1: The provisions of this Agreement shall be effective as of July 1, 1997 and continue to remain in full force and effect to and including June 30, 2000, and thereafter for successive periods of one (1) year, unless either party shall at least ninety (90) days prior to July 1, 2000, serve written 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 41 pages, to be executed in their names by their duly authorized representatives the day and year first above written.

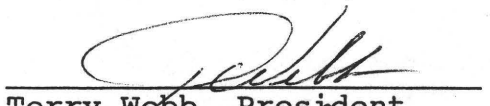
POLICE OFFICERS ASSOCIATION
OF MICHIGAN

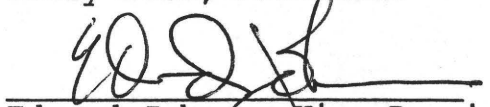

Gerald Radovic
POAM Business Agent

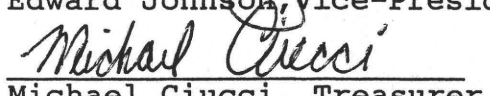
CITY OF WAYNE


Robert C. English,
Personnel Director

WAYNE POLICE OFFICERS
ASSOCIATION


Terry Webb, President


Edward Johnson, Vice-President


Michael Ciucci, Treasurer


Kenneth A. Warfield, Mayor


Doris A. Nall, City Clerk

APPENDIX "A" WAGES

SECTION A. BASE PAY FOR PATROL OFFICERS.

	<u>7/1/97</u>	<u>7/1/98</u>	<u>7/1/99</u>
Start	\$31,103.627	\$31,881.218	\$32,678.248
6 mons.	34,247.500	35,103.688	35,981.280
1 year	36,462.000	37,373.550	38,307.889
2 years	38,728.000	39,696.200	40,688.605
3 years	41,612.000	42,652.300	43,718.608
4 years	44,363.437	45,472.523	46,609.336

SECTION B.

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.

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 C. 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 February 15 and to the Personnel Department by March 1 so that they may be considered for the next fiscal year for 1993. Beginning in 1994 applications must be submitted to department heads by January 15 and to the Personnel Department by February 1. 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 D. 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 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. Effective with the longevity payments beginning in the 1995-96 fiscal year, the \$45 per year level will be increased to \$50.

SECTION E. 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 shall be discontinued upon ratification of this agreement.

SECTION F. CLOTHING ALLOWANCE.

Each regular, full-time employee 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 \$700, which 1/2 of the clothing allowance will be paid during the first fifteen (15) days of August and the balance is paid during the first fifteen (15) days of February.

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

Regular, full-time employees with less than one (1) year of service on July 1st shall be entitled to a pro-rated share of the clothing allowance based upon the number of months of service following completion of the required schooling, during the previous fiscal year. If an employee terminates his employment or is laid-off after receiving his uniform 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).

In addition to the above clothing allowance the City shall provide all regular full-time patrol officers with a vest. It is understood, that a new vest will be provided every 5 years and the purchase amount shall not exceed \$500. The employee shall be required to wear said vests at all times while working.

SECTION G.

Each regular, full-time employee with one (1) or more years of service on July 1 of each year, who meets and maintains the mandatory weapons proficiency levels established by the department as a condition of continued employment, will be paid an annual proficiency bonus each fiscal year of \$575. Said bonus will be paid within the first fifteen (15) days of April of each year during the life of this Agreement. Regular full-time employees with less than one (1) year of service on July 1st of each year shall be entitled to a pro-rated share of the proficiency bonus based upon the number of months of service following completion of required schooling during the previous fiscal 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 on the basis of

the unworked months remaining in the fiscal year divided by 12).

SECTION H. PROMOTIONS

Job vacancies to the rank of Sergeant will be filled in the manner hereinafter outlined:

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 time of announcement. 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 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 list for Police Sergeant 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 patrol officer (1 point per full year).

In the event of a Police Sergeant 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 I. ADDITIONAL UNDERSTANDINGS.

Patrol Officers who are required and approved 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 (1-1/2) 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 a.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 at regular hourly rate of pay or 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 Dispositions - To be treated the same as District Court.

District Court - Two (2) hours at time and one-half (1-1/2) at regular hourly rate of pay.

District Court Standby - One (1) hour straight time, regular hourly rate of pay for standby time in the a.m. (9:00 a.m. until 1:00 p.m.) and one (1) hour straight time regular hourly rate of pay for standby in the p.m. (1:00 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 of two hours at time and one-half (but no afternoon standby).

Juvenile Court (Detroit) - Four (4) hours at time and one-half (1-1/2) at regular hourly rate of pay.
Juvenile Court (Out-County) - Two (2) hours at time and one-half (1-1/2) at regular hourly rate of pay.

Liquor Control Commission Hearings - Three (3)

hours at time and one-half (1-1/2) hourly rate of pay.

Prosecutor's Office - Two (2) hours at time and one-half (1-1/2) at regular hourly rate of pay.

Secretary of State Hearings - Three (3) hours at time and one-half (1-1/2) 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 is divided by eighty (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 on 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.

TRAININGS AND MEETINGS

When an employee is off duty and required to attend training sections or meetings he shall receive compensatory time or time and one-half (1-1/2) the employee's hourly rate as set forth in Article XIV, section 14.3, 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, paragraph G, shall continue to be paid at normal straight time rates. The City shall determine whether the employee receives comp time or pay. The employee may be required to adjust his days off or hours for such attendance in accordance with the current practice (maximum 40 hours comp time).

MILEAGE FOR USE OF PERSONAL CARE

When an employee is required by the City to use his personal

car, payment of fifteen (15) cents per mile will be made. 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 or his designee. Employees shall not receive mileage pay pursuant to this Agreement if payment for mileage is available through other sources.

HOLIDAYS

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 (-) time for actual hours worked on said holiday.

TIME FOR CONDUCTING WAYNE POLICE OFFICERS ASSOC. BUSINESS

The Wayne Police Officers Association shall have available a total of eighty (80) hours per fiscal year (non-cumulative) to conduct WPOA business. Such time shall be limited to use by the president, vice president, secretary, treasurer and sergeant of arms. Such time shall be approved by the Chief of Police or his designee. Written request must be submitted at least one (1) 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.

LETTER OF UNDERSTANDING

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 reasons:

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 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."

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) months 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) 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, 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.

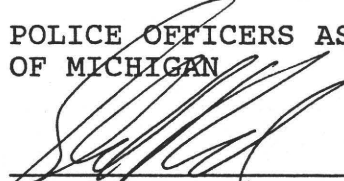
The City may recover the health insurance premiums paid while an employee was on unpaid FMLA leave if:

1. The employee fails to return to work for a 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.

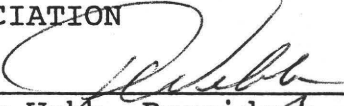
An employee returning from a FMLA leave is to be restored to the position he/she left, or to an equivalent position.

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.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN


Gerald Radovic
Business Agent

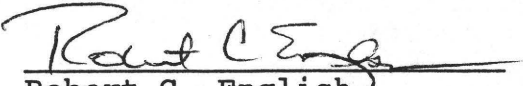
WAYNE POLICE OFFICERS
ASSOCIATION

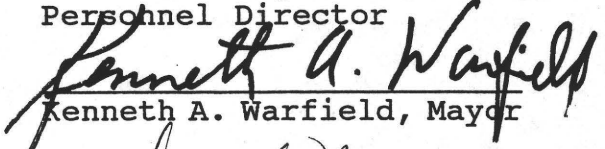

Terry Webb, President



Edward Johnson, Vice-President


Michael Ciucci, Treasurer

CITY OF WAYNE


Robert C. English
Personnel Director


Kenneth A. Warfield, Mayor

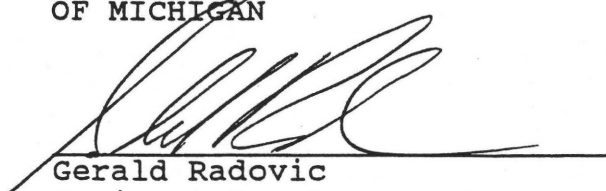

Doris A. Nall, City Clerk

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

Re: Military Buy-Back Window


During the 90-day period commencing November 1, 1994 and expiring January 30, 1995, all employees in the bargaining unit on the date of ratification shall be eligible to purchase up to three (3) years of military service. Such service shall be applied to the minimum age for retirement (i.e., age 50) but not toward the 10-years of service requirement. Such leave purchased shall also count toward the years of service requirements outlined in Paragraph 18.8. The cost shall be seven percent (7%) times the employee's salary for each year of service purchased.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN


Gerald Radovic
Business Agent

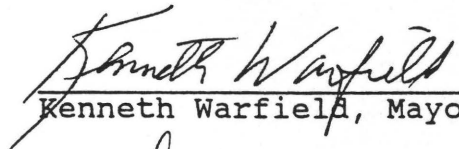
WAYNE POLICE OFFICERS
ASSOCIATION

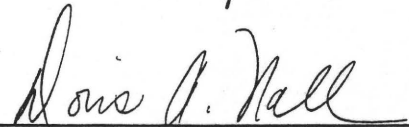

John Williams, President

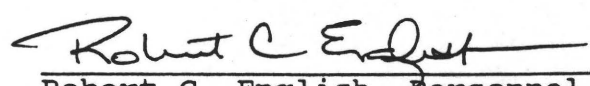

Bernard Corney, Vice President


Carol Tackett, Treasurer

CITY OF WAYNE


Kenneth Warfield, Mayor


Doris Nall, City Clerk


Robert C. English, Personnel
Director


John Colligan, Chief of Police

