

6/30/96

Plymouth, City of

CONTRACT
CITY OF PLYMOUTH
and
PLYMOUTH POLICE COMMAND OFFICERS ASSOCIATION
July 1, 1993 - June 30, 1996

AGREEMENT

This Agreement, made and entered into this 15th day of November, 1993, effective July 1, 1993 to and including June 30, 1996, between the City of Plymouth, hereinafter referred to as the Employer, and the Police Command Officers Union, hereinafter referred to as the Union.

ARTICLE I PURPOSE AND INTENT

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

ARTICLE II RECOGNITION

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

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

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

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

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

11/15/93 11:00 AM
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ARTICLE III
UNION SECURITY

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

ARTICLE IV
DUES CHECK-OFF

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

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

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

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

ARTICLE V
STEWARDS

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

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

A. The investigation and presentation of grievances in accordance with the provisions of the Grievance Procedure.

B. The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its officers, provided, such messages and information:

1. have been reduced to writing, or
2. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the work of the Police Department.

C. The Steward shall be permitted reasonable time after notification to his supervisor so that arrangements can be made for his release to investigate, present and process grievances on the premises of the Police Department without loss of time or pay during his regular working hours. Such time spent in handling a grievance during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

ARTICLE VI UNION RIGHTS

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

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

ARTICLE VII WORK STOPPAGES

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

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

ARTICLE VIII
MANAGEMENT RIGHTS

8.1: It is understood and agreed that management possesses the sole right to conduct the City's business and to carry out its obligations and that all management rights repose in it, except that such rights are subject to those conditions, requirements and limitations imposed by law and that said rights must be exercised in a manner consistent with the provisions of this Agreement. These rights include, but are not limited to, the following:

A. To determine the structure, mission and policies of the Police Department, in accordance with the City Charter, ordinances of the City, laws of the State of Michigan and the Constitution of the State of Michigan and the United States of America.

B. To determine the facilities, methods, means, composition and members of its work units and number of personnel; to designate the manning levels needed to carry out the Department mission, and to introduce and try new or improved methods, equipment or facilities without such trial or introduction establishing a binding work practice.

C. To make rules, regulations and procedures relating to the operation of the Department, the performance and deployment of its members.

D. To create and administer a personnel system including classification, examination, selection, hiring, retention, promotion, assignment or transfer of members pursuant to law and rules and regulations of the Department.

E. To discipline or discharge members for cause in accordance with rules and regulations of the Department.

F. To establish such standards of work effectiveness, performance and appearance as may be necessary to accomplish the mission of the Department.

G. The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or sub-contracting is vested in the City. The right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members.

ARTICLE IX
SENIORITY

9.1: Seniority shall be defined as a command officer's continuous full-time employment with the Plymouth Police Department since his/her last hiring date, and the Command Officers rank or "time in rank". Ranking authority among bargaining unit members of the same rank shall be determined by time in rank. Officers of the same rank shall have their seniority listed by the date of their last promotion to that rank, (e.g. a command officer with more "city seniority" shall not have seniority over a fellow command officer of the same rank who has an earlier promotion date). The promotion date for promotion to lieutenant for Michael Gardner shall remain 09/27/85, the same as his last promotion date. "Last hiring date" shall mean the date upon which the employee first reported for work at the instruction of the

Department as a police officer of the Department and since which date he/she has not quit, retired, or been discharged. No time shall be deducted from an employee's seniority due to authorized leaves, vacations, layoffs of less than 24 months, or during a promotional probationary period if promoted out of the bargaining unit to a position within the Police Department.

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

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

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

A. If the member resigns, retires or is justifiably discharged.

B. If the member is absent without authorization for three (3) full shifts of work without making proper notification to the Department unless the member can demonstrate that such lack of notification was the result of inability to communicate with the Department.

C. If, following a layoff for lack of work or funds, he fails or refuses to notify the Chief or his designee of his intention to return to work within three (3) work days after a written notice, sent by certified mail, of such recall is sent to his/her address on record with the City, or, having notified the Chief or his designee of his/her intention to return, fails to do so within ten (10) calendar days after such notice is sent.

D. When he has been laid off for lack of work or funds for more than twenty-four (24) consecutive months.

E. When, for any reason other than authorized absences and layoffs resulting from lack of funds and/or work, a bargaining unit member performs no work in the Department for a period of one (1) year. Extensions of six (6) months may be mutually agreed to when supported by competent medical evidence.

F. When certified as permanently disabled from employment as a police officer by competent medical authority. Such disability certification may be subject of arbitration by either party.

G. If a bargaining unit member accepts employment with another employer or actively engages in business for him/herself while on paid sick or bereavement leave. Such employment will subject the member to automatic termination of seniority except as otherwise mutually agreed by the parties to this contract.

9.5 All new command officers shall be considered probationary at their new rank for a period of one year.

ARTICLE X
LAYOFF AND RECALL

10.1: If it becomes necessary to layoff members of the bargaining unit, Department personnel shall be removed on the basis of seniority and rank within the Police Department in inverse order of that seniority and rank. Bargaining unit members, so considered for layoff, may exercise their seniority in any other job within the unit not subject to the promotional process. Laid off employees shall be recalled in accordance with their seniority as defined in Section 9.1 of this agreement. The Chief shall give written notice to the Union, and to those members affected, of any proposed layoff. Such notice will state the reason therefore, and shall be provided at least two (2) weeks before, the effective date thereof.

10.2: Demotions to positions outside of the bargaining unit shall be made only on the basis of just cause. Demotions to accomplish lay-offs or for economic purposes shall not be permitted under this agreement.

10.3: Bargaining unit members may be laid off for reasons, including but not limited, reduction of staff necessitated as determined by the City Manager and/or City Commission.

10.4: The Employer reserves the right to eliminate positions as they become vacant through attrition.

ARTICLE XI
PROMOTIONS

11.1: Position Posting & References. In the event of a declared vacancy or newly created position, a bargaining unit member may transfer on the basis of qualifications. In all such cases vacancies and/or newly created positions shall be posted in a conspicuous place in the Police Department at least thirty (30) calendar days in advance of the administration of any written examination to fill the vacancy or position. Only those who are, in the opinion of the Chief, qualified for the vacancies or new positions shall be selected therefore, except as may otherwise be provided by the qualifications and procedures set forth for promotion within this contract. Resource materials and texts covering the scope of the written examination will be identified as part of the posting when known, and will be made available for eligible and qualified bargaining unit members applying to take the written examination, if possible. The identity of the test-creating agency and/or the topical categories contained in the test will also be made a part of the posting if known. Probation period and anticipated length of assignment shall also be made a part of the posting.

11.2: Probation for Promotions. Officers promoted under the provisions of the contract shall serve a one (1) year period of probation and shall receive periodic evaluations of their progress. Evaluations will be provided at least quarterly. Any person who, during this period of his/her probation wishes to return to their former rank, shall only have to submit a written request setting forth the reason to the Chief.

11.3: Promotion. Promotion shall be accomplished in the following manner.

A. To take the written examination for promotion, a bargaining unit member must have a minimum of one (1) year in current position and have successfully completed the probationary period.

B. All applicants must take a written examination.

C. All applicants shall be given an oral examination. At least five (5) days advance notice of the Oral Board examination will be given prior to such oral examination. The scores prepared by the members of the Oral Board will be totaled and averaged, and the average derived will constitute the Oral Board score for purposes of computation of the "composite score".

D. The Oral Board will be composed of three ranking police officers equal to or higher than the rank being tested for from outside of the City of Plymouth. Members of the Oral Board will be mutually agreed to by the Chief of Police and the Union.

E. No Oral Board member may sit in an examination of an applicant for promotion more than once. Oral Board members will be limited to officers currently employed full-time by a municipal police department. The Union may act as an observer during the Oral Board.

F. A fifty percent (50%) weight will be applied to the score of the written examination and a fifty percent (50%) weight will be applied to the score of the Oral Board. The two scores will be added and the result will constitute the "composite score".

G. Seniority Points. One-half percent (1/2%) per year of Command Officer bargaining unit seniority will be added to the composite score in order to arrive at a "final" score which will rank order all successful applicants.

H. An eligibility list of the applicants will be posted in the ranked order derived from the final score and shall remain in effect for a period of one (1) year. The Chief will select the top candidate on the eligibility list for the position or either of the top candidates in the event of a tie composite score.

I. After the examination has been conducted, the individual applicant may review his/her own examination if it is available.

11.4 Promotions Outside the Unit:

A. Any and all future promotions from within the bargaining unit to any position immediately outside the Unit will be in accordance with this Article.

ARTICLE XII LEAVE OF ABSENCE

12.1: Vacations. Each employee paid on an annual basis or on an hourly basis shall be allowed vacation in accordance with the following schedule.

12 months through 48 months:	132 hours
49 months through 120 months:	156 hours
121 months through 180 months:	180 hours
181 months and over:	204 hours

12.2: Vacation Accrual. Vacations accrue during the twelve (12) month period beginning each July 1st (the beginning of the fiscal year). Vacations may be used beginning the following January 1st and must be completed before the end of the calendar year.

A. One hundred thirty (130) hours of vacation time may be carried over into the next calendar year with the permission of the City Manager. Requests to carry-over vacation time must be received in writing by November 1st of each year.

12.3: Anticipated Vacation. Seventy-two (72) hours of annual leave may be anticipated before it is actually earned. In the event an employee either resigns or is discharged, a proper deduction from his final pay check shall be made for any anticipated vacation leave taken.

ARTICLE XIII LEAVE OF ABSENCE WITHOUT PAY

13.1: A leave of absence is a written authorized absence from work for not more than thirty (30) calendar days at a time and without pay. A leave shall be granted, denied or extended at the exclusive discretion of the Employer upon written request for such leave from a bargaining unit employee who shall state the reason for such leave upon his application. Only full-time employees who have worked continuously for the Employer for one (1) year or more may be granted leaves of absence.

13.2: All leave requests shall state the exact date on which the leave begins and the exact date on which the employee intends to return to work. Any employee who gives a false reason for a leave may be subject to discipline including discharge, if the situation so warrants.

13.3: Failure to return to work on the exact date scheduled may be cause for disciplinary action.

13.4: Employees shall not accept employment elsewhere while on a leave of absence unless agreed to by the Employer. Acceptance of employment or working for another employer while on a leave of absence shall result in immediate disciplinary action.

13.5: No employee shall return to work prior to the expiration of his leave unless otherwise agreed to by the Employer.

13.6: Upon the return of an employee from a leave of absence, he shall be re-employed at work generally similar to that which the employee was doing before he left for leave and at the prevailing rate of pay for that job, if available.

13.7: Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the armed forces reserves for the purpose of fulfilling their annual field training obligations or required tours of active duty. Applications for leaves of absence for such purpose must be made within fourteen days after the employee receives information as to dates.

ARTICLE XIV
PERSONAL LEAVE DAYS

14.1: Each employee paid on an annual basis or an hourly basis shall be allowed forty-eight (48) hours of personal leave, subject to the following:

14.2: It is the intent of this Article to provide employees with personal leave for which no specific reasons need be stated. When use of such leave is requested, it must be in writing.

14.3: It shall be understood that the Police Chief or his authorized representative may deny a personal leave request during emergency situations.

ARTICLE XV
SICK LEAVE

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

15.2: Regular Sick Leave. On July 1st of each contract year, each employee will be credited with ninety-six (96) hours of sick leave to provide full pay for time off work due to a qualified absence as described in Section 15.5 of this Article. These days do not accumulate beyond each contract year, and cannot be carried over from one year to the next in any form.

15.3: Disability Supplement. Beginning 7/1/90, the employee will be given a one-time credit of one hundred (100), twelve (12) hour days to establish a bank that may be used to supplement the twelve (12) days described in Section 15.2. This supplemental bank may only be used during a contract year after all twelve (12) regular days of sick leave have been exhausted. Time from this supplemental bank may be used as described, but is not considered earned time and has no pay-off value whatsoever. Four (4) hours of regular sick Leave (see Section 15.2), or four (4) hours of disability supplement leave (when all regular sick leave has been exhausted) may be used to supplement short and long term disability on each duty day of disability (as determined by insurance carrier) to bring the employee up to full pay. Use of sick time to supplement disability may be used for a period not to exceed eighteen (18) months.

15.4: Sick Leave Qualification. In order to qualify for sick leave payments, the employee must, not later than one (1) hour prior to his/her normal starting time on the first day of absence, report such absence unless in the reasonable judgement of the chief, the circumstances surrounding the absence make such reporting impossible, in which event such report must be made as soon thereafter as is possible.

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

A. When an employee's absence from work is due to an injury or illness that is not related to work provided such illness or injury was not attributable to causes stemming from his employment or work in the service of another employer or while acting in the capacity as a private contractor.

B. Due to the illness of a member of the employee's immediate family or household, which requires the employee's personal care and attention. Use of sick leave for this purpose shall be limited to five (5) days in any one (1) year. Immediate family in this case shall include the employee's spouse and the children, father, mother, brother, sister, grandfather and grandmother of the employee or his spouse. Eligibility for illness in the immediate family will be determined in accordance with Sections 15.9 and 15.12 of this Article.

15.6: Duty Related Illness/Injury. When an employee's absence from work is due to an illness or injury arising out of and in the course of his employment with the City and which is compensable under the Michigan Workers' Compensation Act, after the first day of absence necessitated thereby, he/she shall receive full payment of his/her regular salary as may be integrated with other benefits for the period of illness/injury up to a maximum of eighteen (18) months. Employees will not be required to use sick leave or supplemental leave as provided in Sections 15.2 & 15.3 for any duty related illness or injury.

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

15.8: Equivalency. The employees regular sick leave bank shall be reduced by the actual number of hours the employee is absent from the job.

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

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

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

15.12: Doctor's Certificate - Supplemental Sick Pay. In order to qualify for supplemental payments as per Article 15.3, employees shall furnish a signed doctor's certificate indicating the dates the employee has been seen by the doctor, the nature of the illness or injury, a diagnosis of the particular illness or injury, treatment provided and a prognosis regarding the same. When an employee furnishes a signed doctor's certificate, he/she will be eligible to receive supplemental pay. The employer reserves the right to require a medical examination by the City's physician when supplemental pay is made. If the determination of the employee's personal doctor and the City's doctor disagree, the doctors will mutually agree upon a third doctor who will examine the employee and render a medical determination. The City and Union, both, however, reserve the right to immediately indicate that the third doctor will be from the University of Michigan medical facility in either Dearborn or Ann Arbor who will then serve as a third doctor. If it is determined that the employee was ineligible, all payments drawn from the sick bank will be ordered reimbursed or deducted from the employee's future earnings.

15.13: Violation. When it has been determined that an employee has violated the sick time policy, the employee shall be subject to the following provisions:

A. All payments for sick time taken in violation of its approved uses shall be ordered reimbursed or deducted from the employee's future earnings.

B. Violation of the sick time policy shall be grounds for disciplinary action, up to and including discharge.

15.14: Sick Leave Redemption. At the end of each contract year, all unused regular sick leave will be paid to the employee at 100% of its value as of June 30th of each year. This payment will be made by the second pay day in July.

15.15: Funeral Leave. Paid funeral leave shall be available in the event of the death of an employee's immediate family as defined in Article 15.5 of the sick leave policy. Paid bereavement leaves under this subsection shall be limited to three (3) regularly scheduled working days and shall not be deducted from other forms of leave.

15.16: An additional two (2) days funeral leave may be granted at the discretion of the Police Chief or when the employee has to travel further than five hundred (500) miles to attend a funeral for either a spouse, child or parent.

Article XVI GRIEVANCE PROCEDURE

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

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

16.3: Presentation of Grievance. To be a proper grievance, it must be presented at the first step of the grievance procedure within fourteen (14) days of knowledge or when such information should have been known.

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

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

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

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

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

C. Step III - City Manager. Within fourteen (14) days of receipt of the grievance by the City Manager or his designee, the City Manager or his designee shall cause a meeting to be held with the Union or Union and grievant. City Manager shall answer such grievance within fourteen (14) days of said meeting.

D. Step IV - City Commission. If the Union feels that the grievance is not satisfactorily settled in Sep III, then the Union may, within fourteen (14) days of receipt of the Step III answer at the POAM office, file a notice with the City Clerk of its intention to appeal said grievance to the City Commission. The City Clerk shall place said notice on the agenda of a regular or special meeting of the City Commission which will occur within twenty-one (21) days of receipt of said notice, and give notice of such to the Union and the City Manager. At such time as the appeal is scheduled to be heard, the City Commission shall hear testimony from both the Administration and the Union. The City Commission shall make a determination no later than the next regular meeting following the date of the hearing.

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

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

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

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

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

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

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

ARTICLE XVII
SUSPENSION AND DISCHARGE

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

A. The Employer agrees to promptly notify the Union in writing of such suspension or discharge, such notice to contain the reasons underlying the suspension or discharge.

B. It is understood and agreed that when an employee files a grievance with respect to his suspension or discharge, the act of filing such grievance shall constitute his authorization to the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer concerning the alleged offense and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.

C. Should criminal allegations be brought against an officer arising out of his occupation, he will be advised of his Constitutional rights pertaining to admissions, confessions, and statements before being required to make any statements with regard to such allegations.

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

ARTICLE XVIII
PERSONNEL FILES

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

18.2: An employee may view his personnel file as to its total contents, except the background investigation report, upon written request to the Chief.

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

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

ARTICLE XIX
TRAINING

19.1: Recognizing the need for training of employees, the following standards shall be adopted by the Plymouth Police Department.

A. All command staff employees shall have successfully completed and graduate from the M.L.E.O.T.C. approved basic program.

B. All members of the Police Department shall participate in such in-service training programs as shall be provided from time to time by the Department.

C. All members of the Police Department may attend such specialized training programs outside the Department as may be required from time to time consistent with their assignments and departmental responsibilities. Information relative to available schools will be posted in a conspicuous place when received by the Department.

D. All members of the Department are encouraged to advance their formal academic training at area colleges and universities.

E. Each employee shall be reimbursed for any related expense incurred while attending any class, course, seminar or similar activity required or authorized by the Chief of Police.

F. Each command officer must maintain firearms proficiency periodically as required by Department policy on a range prescribed by the Department. The City will make range facilities and ammunition available for employees for target practice in order to assist them in qualifying for the periodic firearms proficiency certification.

G. The City reserves the right to require training as may be necessary for the implementation and operation of a Public Safety Department.

19.2: Training Pay

A. Officers shall be paid at their straight time rate based upon an eighty-four (84) hour bi-weekly pay period for time spent at out-of-town training sessions involving two (2) consecutive days or more during off-duty hours provided they are authorized by the City. Upon consent of both the City and the Union, work schedules may be amended to accommodate training.

B. Officers shall be reimbursed for services incurred as a result of required or approved voluntary training.

ARTICLE XX
INSURANCE

20.1: Short-term Disability. All full-time employees shall be provided with short-term disability coverage. Said coverage will provide sixty-six and two-thirds percent (66 2/3%) of base salary up to a maximum of three hundred fifty dollars (\$350.00) per week. Said coverage will commence on the first (1st) Day

of an accident and the eighth (8th) day of an illness and continue to the end of the period of disability or for twenty-six (26) consecutive weeks, whichever comes first. Employees shall be provided a copy of the disability policy.

20.2: Long-Term Disability. All full-time employees shall be provided with long-term disability coverage. Said coverage will provide benefits of sixty-six and two-thirds percent (66 2/3%) of base salary to a maximum of two thousand dollars (\$2,000) per month; provided that if the basic amount of monthly benefit together with other income benefits as defined in the insurance policy would exceed sixty-six and two-thirds percent (66 2/3%) of the basic salary, the amount of monthly benefits payable shall be reduced to an amount which together with such other income benefits would equal sixty-six and two-thirds percent (66 2/3%) of the base salary. Long-term disability benefits shall commence on the first (1st) day of the twenty-seventh (27th) consecutive week of disability and runs to the end of the period of disability, or until the end of the month in which the employee attains the age of 70, whichever comes first. Employees shall be provided with a copy of the long-term disability policy.

20.3: For cases of mental or emotional disease or disorder of any kind, coverage shall be for a maximum period of twenty-four (24) consecutive months of confined treatment.

20.4: The amount of benefit as provided hereunder shall be reduced by the amount of any benefits provided by any plan, fund or other arrangement providing benefits for loss of time from employment because of disability, and toward the cost of which the Employer shall have contributed, or with respect to which the Employer shall have made payroll deductions, except that an employee shall not suffer any loss of benefit by his failure or refusal to use accumulated sick leave days to cover absence from work, which absence is also covered by either Workers' Compensation or disability insurance, has hereinbefore provided.

20.5: Life Insurance. The employer will provide each employee with life insurance equal to two (2) times the annual base salary to the nearest thousand.

20.6: Riot & False Arrest Insurance. The employer will provide each employee with riot and false arrest insurance which is presently in effect.

20.7: Health Insurance. The employer will provide each employee with the American Community Program in effect as of July 1, 1992, or an equivalent plan provided by another plan administrator at the discretion of the employer; provided that any change shall not result in a lapse or reduction of coverage or benefits for any employee.

A. As an alternative to the standard hospitalization insurance, the City may offer any number of health maintenance organizations (HMO) and preferred provider organizations (PPO). Enrollment in these plans will be strictly voluntary. The City agrees to pay the employee fifty percent (50%) of any savings realized through enrollment in a health maintenance organization. This monetary bonus will be paid in a lump sum on the first day in July and will cover only those months in the previous year that the employee received coverage through an HMO plan. In the event that a savings is not realized by the City, no monetary bonus will be paid. There will be no monetary bonus offered for participation in a preferred provider organization.

B. In addition, the employee will be provided the incentive of receiving a monetary bonus equal to 50% of the savings realized by the City for foregoing health insurance benefits through the City and accepting coverage through another source. Said bonus will be issued in a lump sum payment on the first pay period in July and will cover only those months in the previous year that the employee did not receive insurance benefits through the City.

C. If an employee elects not to participate in the plan, he/she will not be allowed to re-enter the plan until the regular scheduled open enrollment period. However, if an employee loses health insurance coverage through his/her spouse, the employee will be allowed to re-enter the health insurance plan offered by the City of Plymouth the first day of the following month subject to the provisions of the health insurance policy.

20.8: Optical Insurance. The employer will provide each employee with optical insurance at the level of coverage in effect as of 7/1/90.

20.9: Dental Insurance. The employer will provide each employee with dental insurance at the level of coverage in effect as of 7/1/90.

ARTICLE XXI MISCELLANEOUS

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

21.2: Meetings. The Union may schedule and conduct its meetings on City property provided it does not disrupt the duties of the employees or the efficient operation of the Department.

21.3: Equipment. If equipment is believed to be defective and/or unsafe, the employee will immediately report such defective or unsafe equipment to the Chief. The Employer shall not permit an employee to take out on the highways a vehicle which has been reported as unsafe or defective until it has been checked by the Chief or his designee.

21.4: Clean-up Facilities. The Employer shall continue to provide a locker room and washroom facilities for all employees as are presently provided.

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

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

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

21.8: Off-Duty Weapons. No member of the bargaining unit will be required to carry an off-duty weapon except as dictated by his/her personal conscience and desire for safety.

21.9: Separability and Savings. If any article or section of this Agreement, or any riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restricted shall not be affected thereby.

21.10: In the event that any article or section is held invalid or enforcement of or compliance with has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon request of either party hereto for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after the beginning of the period of invalidity or restraint, either party shall be permitted all legal recourse in support of its demands.

21.11: Assignment to the Detective Bureau. Assignment to the Detective Bureau will be made from the command staff at the discretion of the Chief of Police. However, this does not preclude assignment of patrol officers to investigations or temporary "task force" assignments. Assignment to the Detective Bureau does not preclude command officers from assuming other responsibilities including patrol functions as deemed necessary by the Chief of Police.

ARTICLE XXII
WAGES

22.1: Wages will be paid retroactive to July 1, 1993 and are based on 2080 hours per year.

Wages for Command Officers promoted prior to July 1, 1993:

	<u>07/01/93</u>	<u>07/01/94</u>	<u>07/01/95</u>
Sergeant	\$47,920	*	*
Lieutenant	\$53,692	*	*

*All rates will be increased by C.P.I. or by three percent (3.0%) whichever is less.

Wages for Command Officers promoted after July 1, 1993:

	<u>07/01/93</u>	<u>07/01/94</u>	<u>07/01/95</u>
Sergeant	\$45,729	*	*
Lieutenant	\$50,260	*	*

*All rates will be increased by C.P.I. or by three percent (3.0%) whichever is less.

The Consumer's Price Index (C.P.I.) shall be based on the Detroit SMSI CPI-W (Urban Wage Earners and Clerical Workers) for the twelve months prior to April 1st of the current year.

The base hourly wage rate shall be calculated by dividing the annual salary rates by two thousand eighty (2,080) hours, and rounding to the next higher even cents.

ARTICLE XXIII
OVERTIME

22.2: Overtime Pay. Time and one-half (1 1/2) rate for any day scheduled beyond the eighty-four (84) hour pay period, or any time worked beyond the regularly scheduled work day.

22.3: Reporting Time. When an officer is called into work on a non-duty day and receives less than forty-eight (48) hours advance notice of reporting time, he/she shall be paid double time for a minimum of three (3) hours. A minimum of two (2) hours of overtime pay at time and one-half (1-1/2) shall be paid for each instance of authorized overtime which is not continuous with the regular shift of the individual.

22.4: Casual Overtime. Unauthorized casual overtime is excluded from overtime rate.

22.5: In-Service Training Pay. In-service Department training on officer's days off will be paid for at the time and one-half (1-1/2) rate. However, upon mutual consent of both parties, changes in the work schedule to accommodate in-service training may be made.

22.6 Court Time. Employees reporting in on an off-duty day for court shall be paid at the rate of time and one-half (1-1/2) with a minimum of three (3) hours.

22.7: Comp Time. All full-time employees shall accumulate comp time in accordance with this Article. Authorization for overtime will be in accordance with Department policy. The employee will be given the option of utilizing comp time or receiving overtime compensation prior to accepting any overtime. The maximum accumulation of comp time is 84 hours. Once maximum is reached, any overtime worked will be compensated in accordance with this article. Accumulated comp time may be used upon approval of the department head or supervisor. Upon termination of employment, employees will receive compensation at their current straight time hourly rate or the average rate of compensation for the last three years, whichever is higher, for all accumulated comp time.

ARTICLE XXIII
LONGEVITY PAY

23.1: Officers shall be paid fifty dollars (\$50.00) for each year of seniority retroactively payable at completion of the fifth (5th) year of service to a maximum of eight hundred dollars (\$800.00) per year. Longevity pay shall be paid annually with the holiday pay. In the event of retirement, resignation, lay-off, or discharge, payoff for longevity will be based on last seniority date reached and will be pro-rated for each month of service completed from last seniority date.

ARTICLE XXIV
CLOTHING & CLEANING

24.1: Clothing Allowance. Any changes in uniforms or equipment shall be at the expense of the City up to original issuance. Any new item shall be furnished by the City up to original issuance. Clothing

allowance shall be five hundred dollars (\$500.00) per year and is to be used as the officer deems necessary for the purpose of authorized clothing. Said allowance shall be paid in cash to each officer, two hundred fifty dollars (\$250.00) on the first pay day in July and two hundred fifty dollars (\$250.00) on the first pay day in January.

24.2: Uniforms shall be maintained by the officers in a neat and serviceable condition. Items replaced from clothing allowance shall remain the personal property of the officer.

24.3: Cleaning. The City shall pay for uniform cleaning, repairing and replacement when it results from unusual circumstances rather than everyday wear. Necessity shall be determined by the department head or City Manager. Employees' glasses, watches (\$100 limit) and duty equipment will be repaired or replaced when damage or loss occurs while the employee is on duty and the damage or loss occurs in the course of performing a police function.

ARTICLE XXV RETIREMENT

25.1: Members of the Plymouth Police Command Staff shall receive retirement benefits in accordance with the B-3 program of the Michigan Municipal Employees' Retirement System. In addition, said system shall provide for unreduced early retirement at age fifty (50) with twenty-five (25) years of service. The City shall pay the entire contribution.

25.2: Insurance for Retirees. All retirees, including the spouse of the retiree, shall receive any and all medical, dental, prescription, and optical insurance benefits received by an active member of the Bargaining Unit. The cost of such shall be paid 100% by the City of Plymouth.

ARTICLE XXVI SHIFT DIFFERENTIAL

26.1: Employees covered by this Agreement shall be entitled to shift differential as follows: for each employee working hours between 9 p.m. to 7 a.m., or any portion thereof, said employee shall be paid a three percent (3%) premium above his/her hourly base rate for all such hours worked.

ARTICLE XXVII HOLIDAY PAY

27.1: Officers shall be paid eight (8) hours of pay at their straight time rate based upon a forty (40) hour work week for each of the following holidays:

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Fourth of July
Columbus Day

Veteran's Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve
Labor Day

27.2: Accrued holiday pay shall be paid annually on the first pay day following Thanksgiving.

ARTICLE XXVIII
WAIVER

28.1: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. Therefore, it is recognized by the parties that this Agreement covers the entire understanding. Any oral arrangement of any kind which is not mentioned or referred to or set forth herein shall have no force or effect upon any party hereto.

ARTICLE XXIX
TUITION REIMBURSEMENT

29.1: The City shall reimburse each employee one hundred percent (100%) of the cost of tuition and books for classes leading to an Associate or Bachelor degree in the police field. In order to be eligible for reimbursement, a 'C' average or better must be received.

29.2: Should an employee voluntarily terminate his/her employment, the employee will reimburse the City for all costs incurred in taking any course during the previous two year period. This will apply to all courses enrolled in after July 1, 1990.

29.3: For any employee hired after July 1, 1990, maximum reimbursement for tuition, per credit hour, shall not exceed the actual cost or the current average cost per credit hour, at the appropriate class standing, of Michigan State University, Wayne State University, Eastern Michigan University, Oakland University, University of Michigan and Madonna College, whichever is less.

ARTICLE XXX
WORK SCHEDULES

30.1: Employees covered under this agreement shall work an eighty-four (84) hour, bi-weekly work schedule.

30.2: The work schedule will be a twelve (12) hour work day and an eighty-four (84) hour bi-weekly pay period. Employees will be paid at their straight time hourly rate for the twelve (12) hour work day, eight-four (84) hour pay period.

30.3: For purposes of this Agreement, a work day means a twelve (12) hour day.

30.4: Command Officers will bid on their hours worked (which shifts) thirty days prior to April 1st and October 1st of each year for the following six (6) month period. Shift selection will be made based upon rank or time in rank. Starting times may be changed by mutual agreement between the Chief and the Command Officer.

ARTICLE XXXI
TERMINATION OF AGREEMENT

31.1: This Agreement shall remain in full force and effect for the period from July 1, 1993 until midnight of June 30, 1996, and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60) day prior to June 30, 1996, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate or change, or any combination thereof, shall have the effect of terminating the entire Agreement at midnight of June 30, 1996, or any subsequent 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, or by other amendments, or by both parties mutually agreeing to extend the expiration date.

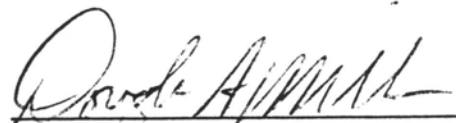
Signed this 15th day of November, 1993

POLICE COMMAND STAFF

CITY OF PLYMOUTH



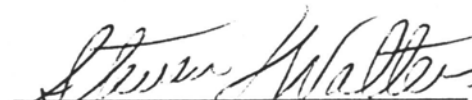
Wayne Carroll



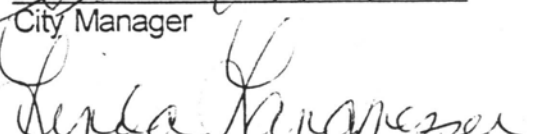
Mayor



Michael Gardner



City Manager



Linda Langmesser, City Clerk

LETTER OF UNDERSTANDING

The following agreement is entered into between the City of Plymouth, hereinafter referred to as the "City", and the Plymouth Command Officers Association, hereinafter referred to as the "Union", for purposes of addressing negotiated early retirements.

A. The City may, as it deems appropriate, offer early retirement incentive programs to members of the Union without violating or amending any provisions of the collective bargaining agreement.


B. Members of the bargaining unit may enter into negotiations with the City for early retirement benefits without violating or amending any provisions of the collective bargaining agreement.

C. Negotiated retirement agreements between a member of the bargaining unit and the City shall have no effect on the provisions of the contract and shall not be considered a past practice in future contract negotiations.

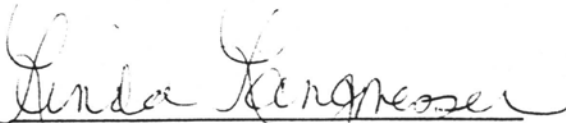
This letter of understanding shall be considered as an addendum to and supplemental portion of the collective bargaining agreement covering the period of July 1, 1993 through June 30, 1996.


CITY OF PLYMOUTH:

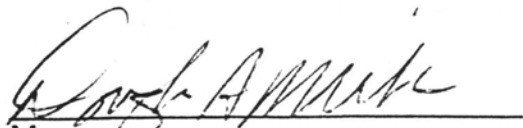
PLYMOUTH COMMAND OFFICERS


City Manager


Wayne Carroll, President


Linda Langmesser, City Clerk


Michael Gardner


Mayor

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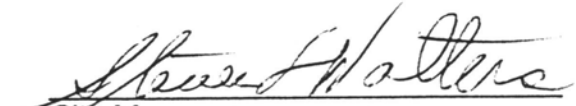
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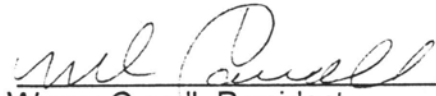
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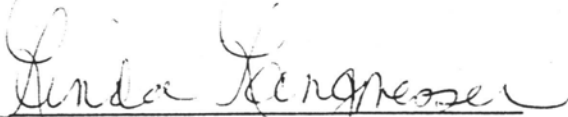
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CITY OF PLYMOUTH:

PLYMOUTH COMMAND OFFICERS


City Manager


Wayne Carroll, President


Linda Langmesser, City Clerk


Michael Gardner


Mayor



