

6/30/95

AGREEMENT

Between

CITY OF PLYMOUTH

and

POLICE OFFICERS ASSOCIATION OF MICHIGAN
(POAM)

Effective July 1, 1992 to June 30, 1995

Plymouth, City of

AGREEMENT

This Agreement, made and entered in this _____ day of _____, 1993, effective July 1, 1992 to and including June 30, 1995, between the City of Plymouth, hereinafter referred to as the Employer, and the Police Officers Association of Michigan (POAM), hereinafter referred to as the Union.

ARTICLE I
PURPOSE AND INTENT

1.1: The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Union. Recognizing that the interest of the community and the job security of the employees 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 Police Officers Association of Michigan as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the unit of regular full-time Patrol Officers and Public Service 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 membership or non-membership in the Union.

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

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

ARTICLE III
UNION SECURITY

3.1: Agency Shop. All employees in the Unit shall, as a condition of continued employment, pay to the Union an amount of money equal to that paid by other Employees in the Unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and the Union's regular and usual dues. For present 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 of Police Officers Association of Michigan, provided, however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Union.

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

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

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

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

ARTICLE V
STEWARDS

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

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

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

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

ARTICLE VI
UNION RIGHTS

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

6.2: Special Conference. Special conferences on important matters will be arranged between the Union and the Chief of Police, the City Manager or a designated representative upon the request of either party. Such meetings shall be between one or more representatives of the Employer and representatives of the Union. Arrangements for such special conferences shall be made five (5) regular work days in advance whenever possible and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up 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: Sworn Police Officer Seniority. Seniority shall be defined as an officer's continuous full-time employment with the Plymouth Police Department since his/her last hiring date. "Last hiring date" shall mean the date upon which the employee first reported for work at the instruction of the Department as a 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, 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 sworn 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 police officers already in the bargaining unit.

9.3: Probationary Period. All new patrol officers shall be probationary employees until they have completed twelve (12) consecutive months as a certified police officer with the City of Plymouth.

9.4: Probationary Employee Termination. A probationary patrol officer may be terminated in the sole discretion of the employer without regard to relative length of service. In the event of such termination, the employer will give written notice thereof to the Union. With approval of the terminated employee, the notice shall state the reason for such termination.

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

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

- A. If the member resigns, retires or is justifiably discharged.
- B. If the member is absent without authorization for three (3) full shifts of work without making proper notification to the Department unless the member can demonstrate that such lack of notification was

the result of an inability to communicate with the Department.

- C. If, following a layoff for lack of work or funds, he fails or refuses to notify the Chief or his designee of his intention to return to work within three (3) work days after a written notice, sent by certified mail, of such recall is sent to his/her address on record with the City, or, having notified the Chief or his designee of his/her intention to return, fails to do so within ten (10) calendar days after such notice is sent.
- D. When he has been laid off for lack of work or funds for more than twenty-four (24) consecutive months.
- E. When, for any reason other than authorized absences and layoffs resulting from lack of funds and/or work, a bargaining unit member performs no work in the Department for a period of one (1) year. Extensions of six (6) months may be mutually agreed to when supported by competent medical evidence.
- F. When certified as permanently disabled from employment as a police officer by competent medical authority. Such disability certification may be the 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.

ARTICLE X
LAYOFF AND RECALL

10.1: If it becomes necessary to layoff members of the bargaining unit, probationary patrol officers shall be laid off first. Prior to that point, non-police officer members of the Department (other than dispatchers) shall be laid off. Thereafter, if it is necessary to further reduce the number of members in a job classification, such members shall be removed on the basis of their classification seniority in inverse order of that seniority. Bargaining unit members, so considered for layoff, may exercise their seniority in any other job within the unit not subject to the promotional process and shall assume seniority status based upon

the member's years of service as a sworn officer. Laid off employees shall be recalled in accordance with their classification seniority. The Chief shall give written notice to the Union, and to those members affected, of any proposed layoff. Such notice will state the reason therefore, and shall be provided at least one (1) week before, the effective date thereof.

10.2: Layoff Limitation. The Employer agrees that during the life of this contract, no employee covered by this agreement, who has seniority standing as of July 1, 1992, shall be laid off. This does not prevent the employer from leaving any position vacant which may occur as the result of retirement, promotion, resignation or discharge.

ARTICLE XI
PROMOTIONS

11.1: Position Posting and References. In the event of a declared vacancy or newly created position, a bargaining unit member may transfer on the basis of seniority and 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 be otherwise 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 this provision 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 reasons 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 four (4) years employment as a certified police officer for the City of Plymouth, or have a minimum of three (3) years employment as a certified police officer for the City of Plymouth and a minimum of one (1) year of experience as a certified police officer with another police department.
- 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 two ranking police officers and one police officer of rank equal to Sergeant 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 to Sergeant 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 up to and including fifteen (15) years of service based upon police officer seniority. (Maximum 7 and 1/2 %) 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	= 122 hours
49 months through 120 months	= 154 hours
121 months through 180 months	= 174 hours
181 months and over	= 192 hours

12.2: Vacation Eligibility. Employees must complete one (1) full year of service to be eligible for vacation.

12.3: 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. Vacation time may be carried over into the next calendar year with the permission of the City Manager.
- B. No employee is eligible to use vacation leave during his period of probation.

12.4: Anticipated Vacation. Six (6) days 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.

12.5: Vacation Usage. Vacation leave shall be used in not less than one (1) hour increments.

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 in 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 permanent 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 an extended 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 as soon as possible after the employee receives information as to dates.

ARTICLE XIV
UNION TIME OFF

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

ARTICLE XV
PERSONAL LEAVE DAYS

15.1: Each employee paid on an annual basis or an hourly basis shall be allowed four (4) days of personal leave, subject to the following.

15.2: 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.

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

ARTICLE XVI
SICK LEAVE

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

16.2: 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 16.5 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.

16.3: Supplemental Bank. Beginning 7-1-89, 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 16.2. 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.

16.4: Four (4) hours of regular sick leave (see Section 16.2), or four (4) hours of supplemental bank sick leave (when all regular sick leave has been exhausted) (see Section 16.3), may be used to supplement short and long term disability on each duty day of disability (as determined by insurance carrier) to bring employee up to full pay.

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

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

- A. When an employee's absence from work is due to an injury or illness that is not related to work provided such illness or injury was not attributable to causes stemming from his employment or work in the service of another employer or while acting in the capacity as a private contractor.
- B. Due to the illness of a member of the employee's immediate family or household, which requires the employee's personal care and attention. Use of sick leave for this purpose shall be limited to five (5) days in any one (1) year. Immediate family in this case shall include the employee's spouse and the children, father, mother, brother, sister, grandfather and grandmother of the employee or his spouse. Eligibility for illness in the immediate family will be determined in accordance with Sections 16.10 and 16.13 of this Article.

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

or the supplemental bank days as provided for in 16.2 and 16.3 of this Article for duty related illness of injury.

16.8: 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.

16.9: Equivalency. One (1) day of paid sick leave for regular full-time employees shall be the equivalent to twelve (12) hours pay at the regular rate applicable to the employee's regular job classification assignment at the start of the absence for which compensation is requested.

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

16.11: Doctors Certificate - Regular Sick Leave. In order to qualify for sick leave payments in excess of two (2) consecutive work days when Regular Sick Leave is paid (see 16.2), employees shall furnish a signed doctor's certificate, indicating diagnosis or nature of illness, if requested by the Chief. Expenses for office call fees shall be borne by the City when required.

16.12: Medical Examination. Prior to returning to work following the use of two (2) or more sick days when Regular Sick Leave is paid (see 16.2), or when sick leave is paid from the Supplemental Bank (see 16.3), 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.

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

16.14: Doctor's Certificate - Supplemental Bank. In order to qualify for sick leave payments when sick leave is paid from a supplemental bank (see 16.3), employees shall furnish a signed doctor's certificate, indicating the dates the employee has been seen by the doctor, the nature of the illness or injury, a diagnosis of the particular illness or injury, treatment provided and a prognosis regarding same. When an employee furnishes a signed doctor's certificate he/she will be eligible to receive payments from the supplemental bank. The Employer reserve the right to send an employee to a physician of its choice for a medical examination. This would occur in the event that the

employee has already furnished the required certificate from his/her own physician, and the Chief elects to have that diagnosis reviewed by a City doctor. If the determination of the employees own personal physician and the City doctor disagree, the doctors will mutually agree upon a third doctor who will examine the employee and render a medical determination. The City and the Union, both, however, reserve the right to immediately indicate that the third doctor will be a doctor from the University of Michigan medical facility in either Dearborn or Ann Arbor who will then serve as a third doctor. If it is determined that the employee was ineligible, all payments drawn from the sick bank will be ordered reimbursed or deducted from the employee's future earnings.

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

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

16.16: Regular Sick Leave Redemption. At the end of each contract year all unused Regular Sick Leave (see 16.2) will be paid to the employee at 100% of its value as of 6-30. This payment will be made by the second (2nd) pay day in July.

16.17: Funeral Leave. Paid funeral leave shall be available in the event of the death of an employee's then current spouse, children, brother, sister, parent, grandparent, grandparent-in-law, father-in-law, mother-in-law, brother-in-law, or sister-in-law. Relatives other than those herein designated shall not be considered members of the immediate family for the purpose of this subsection. 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.

16.18: An additional two (2) days may be granted in the event the death of an employee's child or parent requires an employee to travel more than five hundred (500) miles.

ARTICLE XVII
GRIEVANCE PROCEDURE

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

17.2: 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.

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

17.4: 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 the Union and the 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 Step III, then the Union may, within fourteen (14) days of receipt of the Step III answer to the POAM office, file a notice with the City Clerk of its intention to appeal said grievance to the City Commission. The City Clerk shall place said notice on the agenda of a regular or special meeting of the City Commission which will occur within twenty-one (21) days of receipt of said notice, and give notice of such to the Union and the City Manager. At such time as the appeal is scheduled to be heard, the City Commission shall hear testimony from both the Administration and the Union. The City Commission shall make a determination no later than the next regular meeting following the date of the hearing.

E. STEP V - ARBITRATION.

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

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

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

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

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

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

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

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

ARTICLE XVIII
SUSPENSION AND DISCHARGE

18.1: 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 XIX
PERSONNEL FILES

19.1: 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 files.

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

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

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

ARTICLE XX
POLICE OFFICER TRAINING

20.1: Recognizing the need for the training of police officers, the following standards shall be adopted by the Plymouth Police Department.

- A. All recruits shall attend a basic law enforcement officers training school approved by the Michigan Law Enforcement Officers' Training Council. Basic training shall commence prior to the completion of the recruit's probationary period. Satisfactory completion and graduation from said basic school shall be a condition of employment with the Department of Police, City of Plymouth.
- B. Basic law enforcement officers' training school shall be waived for any recruit who furnishes evidence of the fact that he has satisfactorily completed and graduated from the M.L.E.O.T.C. approved basic program unless otherwise stipulated by M.L.E.O.T.C. regulations.
- C. All members of the Department of Police shall participate in such in-service training programs as shall be provided from time to time by the Department.
- D. All members of the Department of Police 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.
- E. All members of the Department of Police are encouraged to advance their formal academic training at area colleges and universities.
- F. 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.
- G. Each 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.

20.2: Training Pay.

- A. Police shall be paid at their straight time rate based upon a forty (40) hour work week 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.
- B. Policemen shall be reimbursed for services incurred as a result of required or approved voluntary training.

ARTICLE XXI
INSURANCE

21.1: Short-term Disability.

- A. 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;
- B. Starts on the first (1st) day of disability due to accident, eighth (8th) day of disability due to illness and runs to the end of the period of disability, or for twenty-six (26) consecutive weeks, whichever comes first.
- C. Each employee will be issued a copy of the policy.

21.2: Long-term Disability.

- A. Sixty-six and two-thirds percent (66 2/3%) of base salary to maximum of one thousand five hundred dollars (\$1,500.00) 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 benefit 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.
- B. Starts 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.

C. Each employee will be issued a copy of the policy.

21.3: 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.

21.4: 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 Worker's Compensation or disability insurance, as hereinbefore provided.

21.5: Life Insurance. The employer will provide each employee with a life insurance equal to one and one-half (1-1/2) times base salary to the nearest thousand.

21.6: Riot and False Arrest Insurance. The employer will provide each employee with Riot and False Arrest Insurance which is presently in effect.

21.7: 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 employees.

A. As an alternative to the standard hospitalization insurance, the City may offer any number of Health Maintenance Organizations and Preferred Provider Organizations. Enrollment in these plans will be strictly voluntary on the part of the employee. The City agrees to pay the employee 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 of each year and will cover only those months in the previous year that the employee received coverage in an HMO plan. The bonus will be calculated as the cost savings realized as the difference between the premiums paid for the standard hospitalization coverage and the premiums paid for the HMO

coverage. In the event that a cost 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 spouses insurance program. Said bonus will be issued in a lump sum payment on the first pay in July and will cover only those months in the previous year that employee did not receive insurance benefits through the City.
- C. If an employee elects not to participate in the plan she/he will not be allowed to re-enter the plan until the regular scheduled 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 succeeding month.

21.8: Optical Insurance. The employer will provide each employee with the optical insurance currently in effect.

21.9: Dental Insurance. The employer will provide each employee Dental Insurance - Basic care and cleaning = 75%/25% Prosthodontics - 50%/50% - No orthodontics or the American Community program currently in effect.

ARTICLE XXII
MISCELLANEOUS

22.1: 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.

22.2: Meetings. The Union may schedule and conduct its meetings on City property provided it does not disrupt the duties of the employees or the efficient operation of the Department. Meetings will be conducted in the squad room.

22.3: Equipment. If equipment is believed to be defective and/or unsafe, the employee will immediately report such defective or unsafe equipment to a supervisor. 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 a supervisor.

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

22.5: Shift Trades. 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.

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

22.7: 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.

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

22.9: 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 be not affected thereby.

22.10: 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.

22.11: Shift Selection. Officers will bid on their hours worked (which shifts) thirty (30) days prior to April 1 and October 1 of each year for the following six (6) month period. Shift selection will be made based upon seniority. Excluded from shift selection by seniority shall be probationary officers, temporary cruising officers, ordinance officer, detective/juvenile officer and field training officers (FTO - will not override higher seniority day shift selection). The City retains the right to assign officers to specific platoon or team.

22.12: Assignment to the Detective/Juvenile Position. In the event the Employer determines to establish a detective/juvenile officer position, the employee selected will be selected by the Assessment Center as provided for in Article XI, section 11.3(B), (C) and (D). All employees in the bargaining unit will be eligible to test for the position. The Employer retains its right to determine the length of the assignment. The eligibility list will remain in effect for a minimum of one (1) year or up to a maximum of June 30, 1992 at the discretion of the Employer. The one (1) year as provided for in 11.3(C) will not apply.

22.13: Assignment of Field Training Officer (FTO). The assignment and continuance of assignment of field training officer will be made on a voluntary basis.

22.14: Shift Coverage. The Department recognizes that answering calls for service is a priority. Road patrol coverage will be staffed at a minimum of two police officers at all times. The Department and the Union recognize that there are unforeseen exceptions that may occur to this rule.

ARTICLE XXIII
WAGES

23.1: Patrol Officer:

	<u>Entrance</u>	<u>1st Yr.</u>	<u>2nd Yr.</u>	<u>3rd Yr.</u>	<u>4th Yr.</u>
Effective 7/1/92	\$21,174	\$22,589	\$36,442	\$39,811	\$40,310
Effective 7/1/93	All rates will be increased by C.P.I. or by three percent (3.0%), whichever is less.				
Effective 7/1/94	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 SMSA CPI-W (Urban Wages 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.

Wages will be paid retroactive to July 1, 1992 on all hours paid.

ARTICLE XXIV
OVERTIME

24.1: 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.

24.2: 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 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.

24.3: Casual Overtime. Unauthorized casual overtime is excluded from overtime rates.

24.4: In-Service Training Pay. In-service Department training on officers' days off will be paid for at the time and one-half (1-1/2) rate.

24.5: Recruit Training Excluded. Basic recruit training is excluded from the overtime rate provisions.

24.6: Court Time. Employees reporting in on off-duty hours for court shall be paid a minimum of three (3) hours of pay at their time and one-half rate.

24.7: All permanent 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 eighty-four (84) hours within a one year period. Once the 84 hour maximum comp time accumulation is reached, any overtime worked will be compensated in accordance with this Article. Accumulated comp time may be used in not less than one (1) hour increments upon approval of the department head. Upon termination of employment, employees will receive compensation at their current straight time hourly rate or the average rate of compensation for the last three years, whichever is higher, for all accumulated comp time.

24.8: Overtime Assignments. Overtime assignments for shift coverage shall be made by seniority and shift assignment. Overtime will be offered to the senior officer of the off duty platoon first (days for days and nights for nights first - days for nights and nights for days second). If the senior officer cannot be contacted or refuses the overtime, then it shall be offered to the next most senior officer. If it is necessary to assign officers to overtime work because of a lack of available volunteers, then such assignments shall be done in reverse seniority order.

Overtime for the Fall Festival and the Ice Festival shall be assigned using a sign-up sheet. The Department shall post a sheet listing the number of officers needed for each day and shift. Sign up shall be by seniority and shift assignment. The posting shall be made twenty-one (21) days prior to the start of the event.

24.9: Road Patrol Overtime Assignments. When overtime becomes available for traditional road patrol assignments, Patrol Officers shall be offered the overtime first, in accordance with the seniority provision set forth in this agreement.

24.10: Cancellation of Overtime. When overtime is canceled with less than twenty-four (24) hours notice to the affected employees, due to weather conditions or any other circumstances, the officers who were assigned to work will receive either two (2) hours pay or comp time at time and one-half.

ARTICLE XXV
LONGEVITY PAY

25.1: Beginning with the fifth (5th) year of service, employees covered by this agreement shall receive an annual longevity payment in the amount of fifty dollars (\$50.00) for each year of service, to a maximum annual payment of eight hundred dollars (\$800.00). In the event of retirement, resignation, layoff or discharge, the payment will be prorated for each month of service completed in the current year of service.

ARTICLE XXVI
CLOTHING AND CLEANING

26.1: 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.

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

26.3: 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, watch (\$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 XXVII
RETIREMENT

27.1: Retirement. Employees covered by this agreement shall receive retirement benefits in accordance with the B-3 program of the Michigan Municipal Employees' Retirement System (MERS), including retirement at age fifty (50) with twenty-five (25) years of service (the F-50 waiver). Effective on July 1, 1993, the 25 Years and Out provision shall be implemented, the entire cost of which shall be paid by the Employer.

27.2: Insurance for Retirees. All retirees, including the spouse of the retiree, shall receive any and all medical, dental, prescription and drugs, 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 XXVIII
SHIFT DIFFERENTIAL

28.1: Shift Differential. 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 hourly base rate for all such hours worked.

ARTICLE XXIX
HOLIDAY PAY

29.1: Holidays. Employees covered by this agreement shall be paid eight (8) hours of pay at their straight time rate based on a forty (40) hour work week for each of the following holidays:

- | | |
|--------------------------|--|
| 1. New Year's Day | 8. Veteran's Day |
| 2. Washington's Birthday | 9. Thanksgiving Day |
| 3. Good Friday | 10. Work Day Preceding
Christmas |
| 4. Memorial Day | 11. Christmas Day |
| 5. Fourth of July | 12. Work Day Preceding New
Year's Day |
| 6. Labor Day | |
| 7. Columbus Day | |

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

ARTICLE XXX
WAIVER

30.1: 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 XXXI
TUITION REIMBURSEMENT

31.1: The Employer 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.

31.2: 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, 1989.

31.3: For any employee hired after July 1, 1989, maximum reimbursement for tuition, per credit hours, shall not exceed the actual cost or the current average cost per credit hour, at the appropriate class standing, of Michigan State University, Wayne

State University, Eastern Michigan University, Oakland University, University of Michigan and Madonna College, whichever is less.

ARTICLE XXXII
AUXILIARY PERSONNEL

32.1: The Plymouth Community Service Auxiliary Program will be installed on or after July 1, 1985, and remain in use for the duration of the existing Agreement. The Community Service Auxiliaries will be used in accordance with this Article.

32.2: There will be no more than twelve (12) Auxiliary Officers.

32.3: Auxiliary officers will not ride in a police vehicle with a member of the bargaining unit during normal patrol functions without the police officer's consent. This does not apply to those duties listed in paragraph 32.10 below.

32.4: The uniform of the Auxiliary Officers will be different from the uniform of a regular police officer.

32.5: The Auxiliary Officers will not drive a police vehicle. The City may provide a vehicle for their use, which will be marked "Police Auxiliary".

32.6: The Auxiliary Officers will not carry any weapons.

32.7: The Auxiliary Officers will walk foot patrols in a) neighborhoods, b) creeks, c) parks and shopping areas.

32.8: The Auxiliary Officers will be allowed to enforce ordinance violations only when assigned to duty.

32.9: The Auxiliary Officers will have no arrest power.

32.10: The Auxiliary Officers may be used for Civil Defense Disasters, i.e., severe storm damage, train derailments, tornado damage, snow alerts, floods and other similar problems; Emergencies, i.e., Fires - assist officers in traffic control; Civil Disorders - crowd control and officers' runners; Special Events, i.e., assist in traffic control and crowd control for Parades, Concerts, Festivals, and other events.

32.11: Work assignments for which the Auxiliary Officers qualify, as described above, will be offered to members of the bargaining unit only in a ratio of One (1) officer: Three (3) Auxiliary Officers.

32.12: In the event a police officer is laid off auxiliary officers will not be used.

ARTICLE XXXIII
WORK SCHEDULES

33.1: The work schedule will be known as "12-Plan Professional Model".

33.2: The work schedule will be a twelve (12) hour work day and eighty-four hour, bi-weekly pay periods. Employees will be paid at their hourly rate for the twelve (12) hour work day and the eighty-four (84) hour pay periods.

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

33.4: The Employer retains the right to assign temporary cruising officer, ordinance officer, detective/juvenile officer positions, work schedules consisting of work days of less than twelve (12) hours as needed.

33.5: Probationary employee will be exempt from working the twelve (12) hour schedule for up to one (1) month after hiring for orientation.


ARTICLE XXXIV
TERMINATION OF AGREEMENT

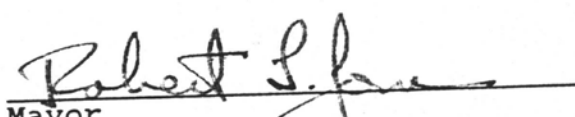
35.1: This Agreement shall remain in full force and effect from July 1, 1992, until midnight of June 30, 1995, and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60) day prior to June 30, 1995, serve written notice on the other party of a desire 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, 1995, 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 _____ Day _____, 1993.

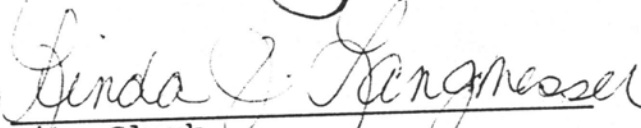
POLICE OFFICERS ASSOCIATION
OF MICHIGAN

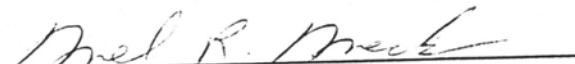
CITY OF PLYMOUTH

 11/7/93
Gerald Radovic
Business Agent


Mayor

PLYMOUTH POLICE OFFICERS
ASSOCIATION



City Clerk


Mel Meck, President


City Manager

~~XXXXXXXXXXXXXXXXXXXX Vice President~~

~~Richard Webster, XXXXXXXXXXXXXXX Treasurer~~


Ronald Kaminski, Vice President


Richard Webster, Treasurer


Ronald Bianchi, Secretary

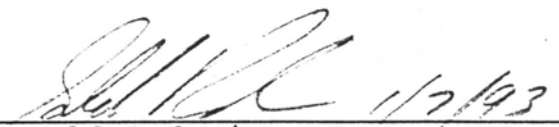
APPENDIX A

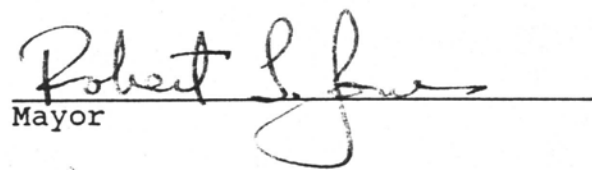
LETTER OF UNDERSTANDING

The bargaining unit agrees to the establishment of two (2) public service officers (PSO), who would be sworn to enforce all local ordinances such as zoning violations, parking violations, loitering, trespassing and other misdemeanor type violations. PSO's positions would NOT however, be armed and would work as supplements, not substitutes to the current police officer positions. Typically, the PSO would be assigned to beats, using both foot patrol and motorized patrols to accomplish the goals established by the Department. PSO's will be members of this bargaining unit. PSO's will be covered under all articles of this agreement. Health insurance will be provided after one (1) year of service and will be an HMO. PSO's will be laid off before police officers. Wages will be negotiated if and when the positions are established.

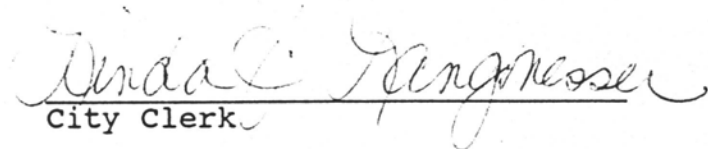
POLICE OFFICERS ASSOCIATION
OF MICHIGAN

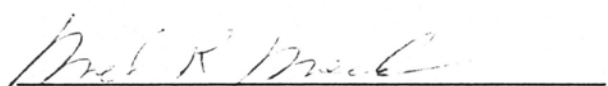
CITY OF PLYMOUTH

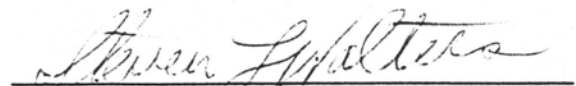

Gerald Radovic
Business Agent


Mayor

PLYMOUTH POLICE OFFICERS
ASSOCIATION


City Clerk


Mel Meck, President


City Manager

LETTER OF UNDERSTANDING

It is hereby agreed and understood by and between the City of Plymouth and the Police Officers Association of Michigan, that one (1) police officer is exempt from Article XXXIII, Section 33.3 (working the twelve (12) hour day) in order to perform the function of ordinance enforcement as prescribed by the City of Plymouth. Said officer may be scheduled to work five eight (8) hour days or a modified twelve (12) hour schedule or a combination thereof. Said officer may work any of three traditional work shifts (days, afternoons, midnights) or a variation of the three. Said officer will have consecutive days off. Said officer will be eligible for overtime assignments in the same manner as all other officers.

In the event that the City of Plymouth hires a Public Service Officer, that employee will perform ordinance enforcement and the exempt police officer will be returned to the normal twelve (12) hour rotation. In the event another police officer is hired, the ordinance enforcement assignment will be posted for police officers to bid on. In the event that no officer bids on the assignment, it will be assigned to the most recently hired police officer.

In the event that the employee finds the eight (8) hour or modified twelve (12) hour schedule unreasonable, the union and the City will renegotiate the work schedule.

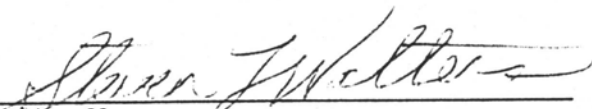
The employee assigned to the modified twelve (12) hour plan will not be required to work double-backs.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

CITY OF PLYMOUTH



Gerald Radovic
Business Agent



City Manager

PLYMOUTH POLICE OFFICERS
ASSOCIATION



Mel Meck, President

LETTER OF UNDERSTANDING

WAGES 7/1/93

Based upon the Consumer Price Index for the Detroit SMSA, CPI-W (Urban Wage Earners and Clerical Workers) for the twelve months prior to April, the increase for 7/1/93 shall be 2.2%. The patrol officer salary schedule shall be as follows:

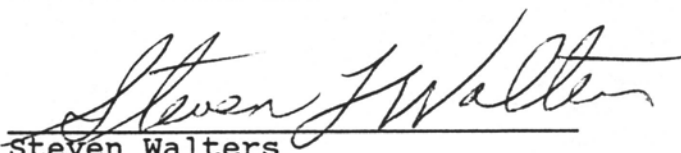
	<u>Entrance</u>	<u>1st Yr.</u>	<u>2nd Yr.</u>	<u>3rd Yr.</u>	<u>4th Yr.</u>
Effective 7/1/93	\$21,640	\$23,086	\$37,244	\$40,687	\$41,197

POLICE OFFICERS ASSOCIATION
OF MICHIGAN



Gerald Radovic
Business Agent

CITY OF PLYMOUTH



Steven Walters
City Manager

PLYMOUTH POLICE OFFICERS
ASSOCIATION

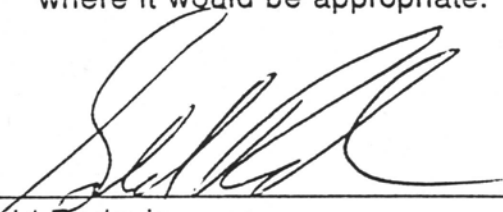


Mel Meck, President

LETTER OF UNDERSTANDING

It is hereby agreed and understood by and between the City of Plymouth and the Plymouth Police Officers Association of Michigan, that Section 32.4 of the current contract is interpreted to mean the following:

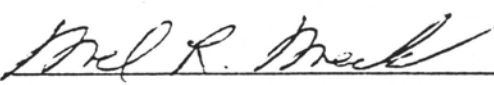
32.4 The shirt color of the Auxiliary Officer uniform shall be of a shade or color sufficiently different from that of the Regular Officer uniform to be clearly differentiated by an average citizen. Patches, badges and other uniform parts and equipment may be similar for both uniforms, as long as the designation of "Auxiliary" is included on equipment for the Auxiliary Officer uniform in all cases where it would be appropriate.



Gerald Radovic
Business Agent



Steven Walters
City Manager



Mel Meck
President

7-1-93

Effective Date

RECEIVED

AUG 10 1993

CITY OF PLYMOUTH