

CITY OF WOODHAVEN/FRATERNAL ORDER OF POLICE
COLLECTIVE BARGAINING AGREEMENT
JULY 1, 1992 THROUGH JUNE 30, 1995

AGREEMENT

This agreement is made and entered into by and between the CITY OF WOODHAVEN, a Municipal Corporation, hereinafter referred to as the CITY and the FRATERNAL ORDER OF POLICE (FOP), hereinafter referred to as the Union:

ARTICLE I
PURPOSE AND INTENT

By this agreement both parties intend:

1.1 Mutual Interest: To promote their mutual interest, namely, the operation of the City in a manner that will further the economic well-being of the employees and of the City.

1.2 Harmony: to promote harmonious working relationships between the member employees, and the City and the Union.

1.3 Wages and Hours: To define rates of pay, wages, hours of employment, and other conditions of employment that may reasonably be anticipated.

1.4 Unforeseen Situations: To establish the general principles that are to govern in those situations that subsequently arise but that it is not reasonable to attempt to anticipate now by specific rules.

ARTICLE II
UNION RECOGNITION AND REPRESENTATION

By this agreement both parties intend:

2.1 Recognition: Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City does hereby recognize the Fraternal Order of Police (FOP) as the exclusive representative of all members of the Woodhaven City Police Department as set forth in Section 2.2 for the purposes of collective bargaining in respect to rates of pay, hours, wages, grievances and other conditions of employment.

2.2 Excluded Employees: Not included are those employees who maintain any rank above Sergeant.

2.3 Executive Board: The Woodhaven Police Officers Association's Executive Board shall be determined by the By-Laws of the Woodhaven Police Officers Association.

Woodhaven, City of

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2.4 Bargaining Committee: Executive Board members of the Woodhaven Police Officers Association, not to exceed five (5) members, shall be the Union's Bargaining Committee, along with such other representatives from the Union as it deems necessary. Substitutions may be made by the Union if necessary.

2.5 List of Officers: A list of the Executive Board of the City of Woodhaven Police Officers Association will be given to the City and kept up to date.

ARTICLE III
MANAGEMENT RIGHTS

3.1 Management Rights: The city has the sole right to manage the Police Department, including the right to maintain order and efficiency, and this right may be delegated in accordance with the provisions of the City charter and the City ordinances.

The City has the sole right to hire, lay off, assign and transfer members, to appoint or promote members to positions within the department; to suspend, demote, discharge or take other disciplinary action against employers for just cause.

The Woodhaven Police officers Association recognizes other rights and responsibilities belonging solely to the City, prominent among which, but by no means wholly inclusive, are the rights to determine the location and the number of Police Stations, the manner in which the stations are to be operated, the equipment to be used, the manner in which work is to be performed, and the number and type of personnel to be employed and the assignment of their duties.

The Woodhaven Police Officers Association recognizes the right of the City to make such reasonable rules and regulations not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operation of the City's Police Department and to require compliance therewith by the members. The Woodhaven Police Officers Association reserves the right to question the reasonableness of the Police Department Rules and Regulations through the grievance procedure.

It is understood and agreed that any of the powers and authority the City had prior to the making of this agreement are retained by the City except those specifically abridged, deleted, or granted by this Agreement.

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The City, for the protection of itself and its employees shall have the right to require members of the Police Department to submit to a yearly physical examination at the cost of the City. Requests to take a physical examination shall not be arbitrary or capricious.

This section shall not operate to abridge any rights granted to the Woodhaven Police Officers Association by Law.

3.2 Drug Tests: Upon probable cause the Chief of Police may at any time an employee is on duty require the employee to submit to a blood test or such other approved test as may be available to determine if the employee has a drug abuse problem. The employee shall be given written notice stating the basis of Probable Cause. Before submitting to such test the employee must sign a consent thereto.

The employee shall have the right after taking the test requested, to select another approved test at another approved testing sight, provided that the employee submits to the tests within five (5) hours after submitting to the test requested by the employer. The cost of such test shall be borne by the City.

The written notice of the basis of probable cause and the results of any test shall be confidential and shall not be released except on a need to know basis only.

Upon confirmation of a positive testing the employee shall be referred to the "EMPLOYEE ASSISTANCE PROGRAM" or such other medical examiner for any evaluation of whether or not the employee is fit for duty and a recommendation of whether the employee is a fit candidate for and employee assistance program.

The "Multiple Resources Center" is hereby approved as a rehabilitation center until further notice from the City.

Any person using prescription or over the counter drugs, upon receiving notice from the Chief of Police of the requirement to submit to a drug test shall immediately provide written notice to the Chief of Police or his designee, with the pharmacological or over the counter drug name. Failure to give such notice shall be a basis for denying an excuse for a positive test for drugs.

Failure to take such test as requested or to give the notice provided for in this section may result in disciplinary action which could include suspension or such other action, including discharge, as the case may warrant. The employee shall have the right to grieve any disciplinary action that may be taken.

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3.3 Discrimination or Coercion by City: Neither the City nor any of its agents will exercise discrimination, interference, restraint or coercion against any members of the Union on account of such membership.

3.4 Solicitation by Union: Neither the Union nor its members will solicit membership, collect dues, check-off authorization on the City's time or coerce or intimidate employees.

3.5 Bulletin Boards: The City shall furnish the Union with bulletin boards with adequate space for posting notices regarding Union and Association business activities only.

3.6 Maintenance of Conditions: Wages, hours and conditions of employment in effect at the execution of this agreement shall be maintained during the term of this Agreement. Unless such benefits are specifically altered by this Agreement, no employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.

ARTICLE IV
DUES AND SERVICES

4.1 Present Membership: All employees who are members of the Union as of the signing of this Agreement or hereafter join the Union shall remain members of the Union as a condition of continued employment with the City, and any newly hired employees shall be required to join the Union or pay a service fee equal to the regular monthly dues within a period of thirty (30) calendar days or hire or transfer into the unit as a condition of employment.

4.2 Dues Check Off: The City agrees to deduct the Union membership initiation fee, assessment, and once each month, dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the City by the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Union by the 15th of the month, after such deductions are made. This authorization shall be irrevocable during the term of this Agreement. The current address of the Union is:

Labor Council
Michigan Fraternal Order of Police
Suite 205, 667 East Big Beaver Road
Troy, Michigan 48083-1413

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4.3 Dues Authorization: The following paragraphs shall appear on a card which shall be personally signed by the employee:

PAYROLL DEDUCTION AUTHORIZATION

FOR THE WOODHAVEN POLICE OFFICERS ASSOCIATION

Attn: CITY OF WOODHAVEN PAYROLL DEPARTMENT

By _____
 last name first name middle name

Effective _____ 19____.

I hereby request and authorize you to deduct from my earnings the Union membership initiation fee, assessments, and at least once each month, an amount established by the Union as monthly dues or service fee. The amount deducted shall be paid to:

Labor Council
Michigan Fraternal Order of Police
Suite 205, 667 East Big Beaver Road
Troy, Michigan 48083-1413

This authorization shall be irrevocable for the term of this Agreement.

(Signature)

Mailing Address: _____

Telephone Number: _____

ARTICLE V
STRIKE PROVISIONS

5.1 Unauthorized Strikes and Slowdowns: While the Union will not be responsible for strikes, work stoppage, slowdowns or other interruptions, it will not encourage, sanction or approve any strike, stoppage, slowdown or other interruption of work.

5.2 Discipline by City: Any strike, stoppage, slowdown, or other interruption of work in violation of this Agreement may result in discipline by the City.

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5.3 Lockouts Prohibited: The City will not put into effect any lockout during the term of this Agreement.

ARTICLE VI
GRIEVANCE REGULATIONS

6.1 Processing Grievances: All parties shall process grievances as rapidly as possible.

6.2 Grievance Limitation: No grievance shall be processed unless filed within fifteen (15) days of the occurrence or knowledge of the occurrence, except where agreed upon by both parties.

6.3 Pay for Grievance Work: All regular time lost from work by Union representatives while engaged in handling grievances shall be paid for by the City at the employee's regular hourly earnings.

6.4 Grievance Work on City Time: Accredited Union Representatives shall have the right to leave their jobs when it becomes necessary to contact employees for the purpose of settling or investigating grievances on approval of the Chief of Police or his designee.

6.5 Condonation of Past Infraction: In no event shall the City's condonation of any past infractions of any rule, regulation, duty or responsibility or policy be found to mitigate, in whole or in part any discipline imposed by the City for any infraction of any work rule, regulation, duty responsibility or policy generally enforced. Provided, however, that this shall not be construed so as to permit the City to impose any discipline in an arbitrary, capricious or unfair manner.

ARTICLE VII
GRIEVANCE PROCEDURE

7.1 Step One-Verbal: Any employee who feels he has a grievance shall together, with an Executive Board Member of the Woodhaven Police Officers Association, discuss it with his supervisor in charge in an effort to resolve it. If the matter is not resolve by such a discussion, the issue will be reduced to writing and processed in Step Two within five (5) working days.

7.2 Step Two-Written: Grievances shall be reduced in writing and given to the Chief of Police, by an Executive board Member of the Woodhaven Police Officers association, or the Union, outlining the nature of the complaint and the answer shall be submitted to the Union within five (5) working days of receipt of the written

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grievance. Grievances not answered within the prescribed time limit shall be moved to the next step of the grievance procedure.

7.3 Step Three-Management Committee: If the grievance is not resolved within an additional five (5) working days, it shall be referred to the Executive Board and the Management Committee. The Management Committee will consist of the Mayor and/or his/her designee, Chief of Police and the Administrative Assistant. A meeting shall be called of the Executive Board and Management Committee within fifteen (15) days from such referral at a time and place mutually agreed upon by the Union and the City. The Management Committee shall submit a written answer to the Union within ten (10) working days after the aforementioned meeting.

7.4 Mediation: If the written decision of the Management Committee is unacceptable to the Union, the Union may request mediation and fact finding under the provision of the State Mediation Act, being Act 176 of the Public Acts of the State of Michigan for the year 1939, as amended.

7.5 Failure of Settlement Arbitration: If a settlement is not achieved in Step Four of the Grievance Procedure, if used, the Union may request arbitration. The arbitrator shall be selected from the following list in a manner determined by both parties to this Agreement.

1. Joe Giralama
2. Mario Chiesa
3. William Daniel
4. John Swainson

In the event the City and Union cannot agree on an arbitrator by using the above process, a request will be made by the Union to the State Mediation and Conciliation Service. The arbitration shall be conducted under the State Mediation and Conciliation Service arbitration policies, functions, procedures and rules and such other provisions of this agreement as they apply.

7.6 Selected Arbitrator: The Arbitrator so selected will hear the grievance promptly and will issue his decision no later than thirty (30) days from the date of the close of the hearings. The Arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusion on the grievance submitted.

7.7 Arbitrator's Authority: The power of the Arbitrator stems from this Agreement and his function is to interpret and apply this Agreement and to pass upon alleged violations thereof. he

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shall have no power to add to, subtract from or modify any terms of this Agreement. The Arbitrator shall not have any power or authority to make any decision which is violative of the terms of this Agreement. The decision of the Arbitrator shall be final and binding upon the City, Police Department, Union, and the Grievant.

A. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for personal services that an employee may have recovered.

B. The decision of the arbitrator, in any case, shall not require a retroactive wage adjustment in any other case.

7.8 Arbitrator's Costs: The cost for the Arbitrator's services, including his expenses, shall be borne equally by the parties. Each party shall pay for its own expenses.

7.9 Extending Time: Time limits between the steps in the Grievance Procedure may be waived and/or extended by mutual written agreements.

ARTICLE VIII
SENIORITY

8.1 Definition: Seniority is preference of priority by length of service with definite rights qualifying employees for employment when work is available. The purpose of this is to provide a declared policy of security measured by length of service.

8.2 Seniority Beginning Date: An employee retained on the payroll after having completed his probationary period of twelve (12) calendar months worked (part days worked will be considered full days), shall be considered a regular employee. The probationary period may be extended by the City for an additional period not to exceed six (6) months and written notice of this action will be forwarded to the Union.

8.3 New-Hire Provisions: Where employees have the same seniority date, the "new-hire number" assigned to the employee at the time of his employment shall determine the order of the seniority.

8.4 Computing Seniority: Time actually spent on the payroll as a full time employee will be counted as continuous service for the purpose of seniority. Time off the payroll will also be counted

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if the employee:

- A. Is unable to work because of sickness or injury;
- B. Is on leave of absence; or
- C. Has rights as defined by the Universal Military Training Service Act (Public Law 5182nd Congress).

8.5 Layoff Seniority: A laid off employee who has two (2) years or more of service at the time of layoff and who is recalled within (5) years from the date of his layoff shall be given his previous service credit.

8.6 Break in Seniority: Seniority may be broken for the following reasons only:

- A. If the employee quits.
- B. If the employee is discharged for just cause.
- C. If the employee is absent from work longer than three (3) consecutive work days without properly notifying the City by (1) registered mail, (2) by a telephone call, (3) a telegram, or (4) in person, unless he presents satisfactory reasons for failure to notify and for being absent more than three (3) work days.

8.7 Seniority List: The seniority of all employees shall be kept up-to-date and posted on the bulletin board.

8.8 Department Seniority: Upon completing the contractual probation period, each employee shall be assigned a "Departmental Seniority Date". Such date shall be the date on which he/she is sworn in to brake ties, date of hire may be used.

8.9A Seniority Preferences: "Departmental Seniority" shall be used to determine:

- 1. Layoffs and rehiring.
- 2. Vacation selections.

8.9B Time in Rank Seniority: Upon advancing to the next rank, he/she shall be assigned a "Time in Rank Seniority" date, which shall be the date such employee started working on a permanent basis in the classification. Time in Rank Seniority shall be effective as of January 25, 1988. "Time in Rank Seniority" shall be used to determine:

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1. Promotions to the next rank.
2. Job opening within the rank.

NOTE: No officers will be bumped from their present positions as a result of the insertion of this provision.

8.10 Notice of Job Openings: When vacancies occur or new jobs or departments are created, a notice shall be posted on the bulletin board for ten (10) working days at which time the employees may sign for such jobs. The period of ten (10) days shall be extended to permit employees on vacation or leave to sign for such jobs, providing that the Chief of Police may assign an officer to a new job for a temporary period until the required procedure is completed.

8.11A Job Openings and Promotions: Vacancies and promotions to a higher rank or position, within the bargaining unit, shall be made from the bargaining unit and shall be governed by the most senior employee advancing to the next highest rank or the position within the bargaining unit.

8.11B Promotions from this unit to the command unit shall be by seniority. Governed by time in rank as set forth below in sub section one.

1. During a 12 month period, the officer will attend a recognized and State Training Council approved Management Development Police School or Schools. Such a school will provide a minimum of 80 hours instruction and the officer will obtain a 2.0 grade point or above.

Sixty hours of college credits or above, in a related Law Enforcement field, shall waive the above training requirement. Schools will be provided at the employers expense. Employees will attend such training programs while on duty.

2. Corporal Classification: The rank of Corporal will be temporarily suspended. Such rank may be reinstated at a later date as a result of future negotiations or at the discretion of the employer.

3. Detective Classification: A classification shall be created, but not necessarily staffed, within the Detective Bureau. That being a Detective. The Detective classification shall be compensated at the

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Corporal rate as stated in the present collective agreement.

4. Classifications:

- Sergeant
- Detective & Corporal (if reinstated)
- Patrolman (after 24 months)
- Patrolman (after 12 months)
- Patrolman (Probationary)

8.12 Probationary Period on Upgrading: A probationary period of ninety (90) days shall be granted to employees to perform new jobs to the satisfaction of management when acquired by transfer, bumping or job bidding unless it is immediately obvious that the employee does not have the potential to handle the job. This probationary period may be extended an additional thirty (30) days at the discretion of the Chief. In the event of disqualification, the chief shall state his reasons for disqualifications in writing.

8.13 Disability Preference: An employee with seniority who, because of physical disability is unable to perform his regular job satisfactorily, shall be given preference according to his seniority for such other available job as he is able to perform satisfactorily.

8.14 Layoff and Recall Procedure: In the event of a reduction of force or layoff, all part-time, temporary and probationary employees shall be laid off first and of the regular employees, those having the shortest service shall be laid off first; those having the longest service shall be recalled first; provided, however, that the person with the greatest seniority has the ability to perform the work available.

8.15 Elimination of Job: When a job is eliminated, the employee affected at his request shall be placed, according to seniority, on any job in his department within his rank or lower rank that filled by an employee with less seniority. The employee with the least seniority who presently fills that job will be displaced and this procedure continues until there is no further job available in the department, providing he has the ability and qualifications to perform the job in question.

8.16 Supervisory Employee Status: An employee transferred out of the bargaining unit shall retain and accumulate seniority during such period. When said employee's services are not needed on supervision, he shall be returned to the bargaining unit. He

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shall then be placed in the next highest rank but will not displace employees having more seniority; otherwise, he may request a job according to the same provisions as where a job is eliminated. The provisions of this paragraph shall apply to all present employees.

8.17 Address Change Requirement: To protect their seniority, it is the employee's responsibility to notify the City of his current address or any change of address; for this the City will provide a receipt.

8.18 Probationary Period of New Employees: The City reserves the exclusive right during the first twelve (12) calendar months worked by all other employees to determine whether a worker is competent and qualified. However, the Union will represent the probationary employee in regards to his contractual and legal rights. No probationary Police Officer shall assume a command position.

8.19 Residency: Employees of this bargaining unit may reside ten miles from the North, South, and West city limits, and from the East city limits to the west bank of the Detroit River, which geographic area shall be deemed to include Grosse Ile.

ARTICLE IX
LEAVES OF ABSENCE

9.1 Leaves Permitted: Upon written application, written leaves of absence may be granted with the consent of the City and the Bargaining Committee.

9.2 Seniority Provisions on Leave: Seniority shall accumulate on all leaves of absence to a maximum of one (1) year in any one leave.

9.3 Maternity Leaves: Maternity leaves shall be granted at no loss of seniority and shall commence when it is deemed by competent medical authority that an employee is no longer able to perform all the duties involved in taking proper police action, or when an employee thinks she can no longer work safely.

Upon confirmation of pregnancy, the employee's supervisor must be notified without unnecessary delay. The employee shall furnish to her supervisor written medical evidence from her doctor verifying her condition, stating an expected delivery date, and evaluating her physical ability to perform regular police duties.

Within sixty (60) days after delivery, the employee shall report

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to her supervisor for a determination of her ability to return to full duty. At this time, the employee shall present a medical report from her doctor indicating the appropriate date of her return to work. Notwithstanding the above, in no case may an employee's maternity leave of absence extend six (6) months beyond the date of delivery except with the permission of the Chief of Police based upon competent medical history.

9.4 Sick Leave - Police Officers: Sick leaves shall be granted at no loss of seniority based on medical certificate not to exceed one (1) year.

9.5 Cancellation of Leave - Police Officers: Any leave of absence granted for sickness or disability may be canceled and revoked if a qualified physician hired by the City issues a written report stating that said employee is able to return to his or her former employment without danger to health. In any case, a medical certificate has to be presented prior to reinstatement.

9.6 Military Leave: The City and the Union recognize that the matter of a leave of absence for an employee during the period of his military service is controlled by the applicable Universal Military Training and Service Act, as amended, and is interpreted by decisions of the courts and regulations of the Administrative Agency administering any applicable act. Whenever an employee goes on a temporary leave (example: two (2) weeks duty) and does not use any accumulated banked time (vacations, compensatory time), the employee should, if he/she wishes to be compensated by the City, turn into the Employer a statement of earnings provided by the military. The City shall then make up the difference between the military pay and the pay provided in Section 11.1 of this Agreement. Quarter Allowance and mileage shall not be considered as military wages earned.

Should an employee be called into permanent active duty without a specified date of return, such as a conflict of war, and that employee wishes to remain on the City payroll, they may at their option use any accumulated banked time (vacation, compensatory time) to remain on the payroll until it has been exhausted. The said employee shall be entitled only to such benefits as are provided for in the Universal Military Training and Service Act, as amended.

9.7 National Guard Leave - Police Officers: Employees who are members of the National Guard, Reserves, etc., shall be granted automatic leave of absence for the purpose of attending active duty training. Further, all other provisions of Section 9.6

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above shall apply.

9.8 Jury Duty - Police Officers: The City agrees to pay an employee who serves as a juror on either a 33rd District Court Jury, a Circuit Court Jury or Federal District Court Jury the difference between his earnings as a juror and the straight time average hourly earnings he would have realized and worked his scheduled shift. In order to be eligible for payment, employees must notify their supervisor within twenty-four (24) hours after receipt of notice of selection for jury duty and must furnish a written statement from the appropriate public official showing the date and time served and the amount of pay received. An employee shall be assigned to the daytime shift during this period he is serving as a juror, provided, however, this section shall not apply during any period in which the employee might be laid off. In the event an employee reports for jury duty and he is released for the day within four (4) hours of reporting he shall report to work.

9.9 Funeral Pay - Police Officers: An employee with seniority who is absent from work to attend the funeral of the employee's or the employee's spouse's parent, child, brother, sister grandfather, grandmother, or grandchild, shall be paid the employee's current hourly rate of the time lost from the employee's regularly scheduled work shift by reason of such funeral during a period of three (3) consecutive working days, one day being the day of the funeral, providing the employee attends the funeral. The Chief of Police, or his designee may extend such time as in his opinion conditions warrant. The Chief of Police, or his designee, in his discretion, may extend such time off in case of the death of persons not listed herein.

9.10 Leave-Benefits-Limitations: Any employee while on maternity leave, sick leave, National Guard leave, shall only be entitled to the following benefits: Holiday pay, Court Time, Hospital and Medical Insurance, Optical Insurance and Life Insurance. Any employee on any of the above enumerated leaves shall not earn any sick leave time while on leave. Any sick leave awarded the employee while on said leave shall be reduced prorata for the time the employee is on said leave.

An employee on Military leave shall not be entitled to any benefits provided for in this contract except for Life Insurance and Seniority Provisions on leave provided under Section 9.2 hereof.

An employee on a leave of absence other than those enumerated above in Section 9.10, shall not be entitled to any benefits

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provided for in this contract except Life Insurance and Seniority Provisions on Leave, provided for under Section 9.2 hereof. The City may extend to an employee such other benefits as it deems advisable under the facts underlying the leave of absence. The benefits granted must be specifically designated at the time the leave of absence is granted.

No employee, while on any leave of absence, may be in full time employment with any other employer. Any employee violating provision shall be subject to disciplinary action including discharge from employment with the City. Exemption from this provision may be granted by the City upon prior approval of an application made prior to going on leave. Any such approval granted by the City may be made upon terms specified by the City.

ARTICLE X
HOURS OF WORK AND PAY

10.1 Work Schedule: The work schedule for employees shall be twenty (20) working days out of twenty-eight (28) calendar day period. Employees shall have sixteen (16) hours off between scheduled shifts. The Department Head shall give seven (7) days notice prior to any change in work scheduled except for vacation fill-in and special details. Should an emergency arise, employees shall be paid at time and one-half hour for all hours worked during the sixteen (16) hours between shifts.

10.02 Work Days: All work days shall be eight (8) straight hours and not a split shift.

10.3 Overtime: Any time worked in excess of eight (8) hours per day or twenty (20) days out of a twenty-eight (28) day calendar period under the present payroll plan, or on any scheduled day off, shall be compensated at the rate of time and one half (1 1/2) cash or compensatory time, at the employee's option, except for school or "on-the-job" training, which shall be paid at regular time. Compensatory time shall not exceed two hundred and forty (240) hours during the life of this contract. No compensatory time shall be allowed if the result would be the creation of overtime. At one (1) week intervals, each employee shall designate whether they wish to be paid or to use the accumulated hours as compensatory time for the next subsequent weekly period. Such overtime shall be paid at the rate of time and one-half (1 1/2) the normal rate. The normal rate for the purposes of this Agreement, shall be deemed to be the base salary of such employees divided by 2,080 hours.

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10.4 Trading Work Days: Subject to departmental manpower requirements, employees shall be permitted to voluntarily trade work or leave days with the consent of the Chief of Police or his designee provided no overtime is involved, which permission shall not be arbitrarily withheld.

10.5 Changing Shifts: Members of the Police Department with the consent of the Chief of Police or his designee, may be permitted to change shifts, provided no overtime is involved, consent of the Chief of Police will not be arbitrarily withheld.

10.6 Leave Days Requiring Approval: Work leave days in cases of emergency must be authorized by the Chief of Police or his designee.

10.7 Working Out of Classification: In the absence of the Sergeant on the shift, the senior man shall fill the vacancy and receive the appropriate pay while acting in such capacity.

An employee assigned to Command Sergeant duties shall receive Command Sergeant's pay. No employee on probationary status shall fill any vacancy.

10.8 Hours of Work: Shifts shall be identified in accordance with the following:

Split Shift	Uniform Division 08:00 PM to 04:00 AM
Day Shift	Uniform Division 07:00 AM to 03:00 PM
Afternoon Shift	Uniform Division 03:00 PM to 11:00 PM
Midnight Shift	Uniform Division 11:00 PM to 07:00 AM

Provided that the Chief of Police may vary this schedule by one (1) hour upon advanced notification to employees of one (1) week's time. Any Special Details or Traffic Division hours shall be decided by mutual agreement of the Chief of Police and the Association.

10.9 Holiday Pay: Effective January 1, 1993 all employees are entitled to the following holidays off without the loss of pay:

New Year's Eve Day	Labor Day
New Year's Day	Nat'l Presidential Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Easter	Christmas Eve Day
Memorial Day	Christmas Day
Fourth of July	

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A. Holiday Premium: Employees who work forty (40) hours; and one (1) of the above holidays come within that work week, he shall be paid in one of the following manners:

1. Employees working on any holiday shall be paid fifty-two (52) hours of pay for that work week.

2. If the holiday is on a regular leave day, the employee shall be paid for forty-eight (48) hours of pay for that work week.

3. If the employee elects to take the holiday off with permission of the Chief, or by past practice has been given the holiday off, the employee shall be paid for forty (40) hours of pay for that work week.

10.10 Call-In Pay: Whenever an employee comes to work at the request of the City and works other than his regular time, he shall be guaranteed a minimum of four (4) hours pay or time and one-half for the time actually worked, whichever is greater.

10.11 Court Time: Whenever an officer is off duty and is required to go to Court, he shall be paid time and one-half and be guaranteed a minimum of three (3) hours pay. Court time shall not be construed as overtime.

10.12 Distribution of Hours: Overtime hours of work shall be rotated and distributed equally in each fiscal year among all employees in their classifications, providing they make themselves available. Any refusal to work when contacted, shall be charged against such employee in equalizing his overtime. A schedule of overtime shall be posted daily and reviewed quarterly by the Committee and Management. Employees shall not be required or asked to work consecutive midnight and day shifts except in cases of emergency by order of the Chief of Police. At the beginning of every fiscal year, each officer takes the position on the overtime board that he ended up with at the end of the previous year.

Whenever overtime has been created by a member of the command unit, members of this unit shall not be required to work the overtime. In the event contact cannot be made with a member of the command unit, a member from this unit may work the overtime.

10.13 Bargaining Time: Any employee engaged in bargaining during

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regular working hours, shall be paid his regular hourly rate.

10.14 Longevity - Police Officers: Each employee is to receive one hundred dollars (\$100.00) in cash after five (5) years of service. Each employee shall receive an additional twenty-five dollars (\$25.00) annual cash payment for each additional year of service beyond the years set forth herein to a maximum of four hundred and fifty dollars (\$450.00). All such payments shall be payable on the first pay after each employee's anniversary day with the City.

10.15 Payment Upon Separation - Police Officers: Whenever an employee is separated from the Police Department for whatever reason, said employee shall be paid for all banked time already earned.

10.16 On-Call Pay: Employees shall be compensated when assigned to be on-call by the use of beepers by payment of one (1) hour compensatory time for each 16 hours on-call; provided an employee may not earn more than seven (7) hours of such compensatory time in any calendar week; and provided further that, an employee who must report to work while on-call who is paid a minimum four (4) hour Call-In time shall have such four hours deducted from the compensatory time earned by that employee while on-call.

10.17 Temporary Assignment: Whenever a Lieutenant in the either the Traffic and Detective Divisions are absent by reason of vacation or sick leave, and another Lieutenant is not assigned to perform the absent Lieutenant's duties, the Sergeant assigned to that Division shall perform such duties in addition to his own and shall be paid at the rate of Lieutenant.

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ARTICLE XI
 WAGES

11.1 Classification and Rates: The following shall constitute a schedule of classification and rates for all employees subject to the terms of this contract.

Classification	7-01-92	7-01-93	7-01-94
	6-30-93	6-30-94	6-30-95
Sergeant	\$39,207.10	\$40,965.10	\$42,794.10
Corporal/ Detective	\$37,718.08	\$39,476.08	\$41,305.08
Patrolman (after 24 mos.)	\$36,973.20	\$38,731.20	\$40,560.20
Patrolman (after 12 mos.)	\$30,565.36	\$32,323.36	\$34,152.36
Patrolman (Probationary)	\$23,439.20	\$25,197.20	\$27,026.20

For the hours worked on the afternoon shift, there shall be paid a premium of twenty-five cents (\$.25) per hour. Four hours worked on the midnight shift, there shall be paid a premium rate of thirty-five cents (\$.35) per hour. For hours worked on a 7 p.m. to 3 a.m. arrangement or 8 p.m. to 4 a.m. arrangement there shall be paid a premium rate of thirty cents (\$.30) per hour.

11.2 Transportation Allowance: An employee shall not use his privately owned vehicle for any police purpose unless requested by the City and on a voluntary basis, in which event he shall be fully protected by the City against any liability whatsoever during such times. Further, the City shall reimburse the employee at the mileage rate allowed an individual taxpayer by the Internal Revenue Service for the current tax year.

11.3 Penalty for Tardiness - Police Officers: When an employee is late for his work shift by fifteen (15) minutes or less, he shall be penalized one quarter hour. When an employee is late by fifteen (15) minutes or more, his pay for that shift will begin with the next quarter hour.

11.4 Meals: The City shall pay a meal allowance of \$5.00 for all employees who work more than ten (10) hours in any one shift.

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ARTICLE XII
VACATION

12.1 Vacation Schedule - Police Officers: Summer vacation schedules shall be completed and posted by the first of March of each year. Winter vacation schedules shall be completed and posted by the first day of July of each year. The selection for vacation will be governed as follows:

A. The Chief of Police, or his representative, shall post an order prior to February 1, stating when officers shall be called in for summer vacation selection and June 1, for winter vacation selections.

B. If choices are not ready when contacted, that officer's choice will be forfeited.

C. Seniority will prevail until all officers have been contacted.

D. After vacations are listed, they may not be changed, without the consent of the Chief of Police.

12.2 Definition of Work: For the purpose of this Article, a week's vacation shall be defined and consist of five (5) working days.

12.3 Length of Vacation - Police Officers: Employees shall be entitled to the following vacation based on their Department Seniority:

A. Employees who have completed more than one (1) year of service, but less than three years of service shall be entitled to two (2) weeks of vacation.

B. Employees who have completed more than three (3) years of service, but less than five years of service shall be entitled to three (3) weeks of vacation.

C. Employees who have completed more than five (5) years of service, but less than ten years of service shall be entitled to four (4) weeks of vacation.

D. Employees who have completed more than ten (10) years of service, shall be entitled to four (4) weeks of vacation, plus one (1) additional vacation day for every year of service to a maximum of five (5) weeks (twenty-five work days) of vacation.

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12.4 Vacation Periods: All employees shall take two (2) weeks consecutively of his vacation during the period of October 1 to May 1 and the remaining two (2) weeks consecutively shall be taken during the period of May 2, to September 30.

12.5 Splitting Vacation Periods - Police Officers: Each employee shall be permitted to split his vacation days as long as it does not interfere with the operations of the Department at the discretion of the Chief of Police, which permission shall not be arbitrarily withheld.

ARTICLE XIII
SAFETY AND EDUCATION

13.1 Health and Safety Measures: The City and the Union will cooperate in the continuing objective to eliminate accidents and health hazards. The City shall make reasonable provision for the safety and health of its employees during the hours of their employment.

13.2 Unsafe Conditions: It is the intent of the parties that no employee shall be required to work under such conditions which are unsafe or unhealthy beyond normal hazards inherent in the operation in question.

13.3 Staffing:

A. There shall be a minimum of two (2) uniformed employees in a patrol car during the non-daylight hours. One officer cars, can be operated during non-daylight hours if the employee is assigned to patrol and is a Corporal or above, or the employee is assigned to traffic or Special detail and is a patrol officer or above.

B. There shall be a minimum of three (3) members of the Police Department on duty, excluding the Chief of Police, at all times. In the absence of a Shift Supervisor, with rank of Sergeant or above, a Lieutenant shall staff the shift.

C. No two (2) probationary patrol officers shall be scheduled to work as partners on the road, nor shall any probationary patrol officer be required to work in a one man car, provided, that a newly hired employee with the past police experience may patrol the same as a regular patrol officer at the discretion of the

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Chief of Police, with the exception that no probationary patrol officer without past police experience shall be assigned with any other probationary patrol officer.

13.4 Equipment: Proper equipment such as helmets, night sticks, flashlights, batteries, first aid kits, shotguns, and ammunition shall be made available to all employees on duty.

13.5 Ammunition and Weapons: Ammunition shall be allotted to all employees, at City expenses, for practice and scheduled qualifying shoots. Shotguns, with brackets, shall be provided for all patrol cars. The City shall provide the employees with the proper side arm and bear the full cost of repair and replacement, except for damage caused by negligence of employee.

13.6 Schooling and Training: Employees attending schools or in-service training classes shall not be required to attend if working midnights unless classes are scheduled after 3 p.m. Transportation and other expenses approved by the Chief of Police or his designee shall be reimbursed to the employee.

13.7 Qualification of Guns: Quarterly qualifications shall be made during the employee's regular tour of duty for service hand weapons. Qualifications shall be held only at ranges approved by the Chief of Police. Shotguns shall be fired at least semi-annually.

13.8 Pay for Schooling and Training: Any schooling or in-service training assigned by the administration, occurring on a leave day, will be paid at the regular rate.

13.9 Police Pistol Shoot: It will be determined by the City Council each year whether monies are available for this incentive program. When it is anticipated, monies are or will be available, the following will apply:

A. A maximum of one-half (1/2) of the regular police force may shoot in a sanctioned pistol league in our area. Score sheets are to be forwarded to and approved by the Chief of Police.

B. All employees in the Police Department will shoot of score of 250 (Combat Course) semi annually. The sheets are to be scored and approved by the Chief of Police.

C. One (1) of the two (2) teams placing in the top

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ten (10) at the Governor's match in Jackson, shall be given preference in the national shoot.

D. In any of the above are not complied with and met as designated, no consideration will be given even though money is available.

13.10 Tuition and Education: The City shall reimburse the cost of tuition and books upon satisfactory completion (2.0 grade point average or above) of all approved courses along with presentation of paid receipts.

A. Approved courses are all applicable courses in College of Liberal Arts, Law, Science and Sociology.

B. Prior written approval of the course of study must be obtained from the Chief of Police. Approval will not be unreasonably denied.

C. Reimbursement will be made by the City providing that no other direct aid is available at the time of approval, i.e., L.E.E.P. or Veteran's Benefits.

ARTICLE XIV
HEALTH AND WELFARE BENEFITS

14.1 Wage Protection/Sick Leave: Effective October 1, 1992, employees shall cease to accumulate sick leave. All sick leave banks shall be frozen at the level obtained as of October 1, 1992. All employees shall be paid for the accumulated sick time at the rate in effect for the employee as of June 30, 1992. In no event shall an employee be paid for more than 180 days of accumulated sick time. Commencing July 1, 1992, the following wage protection plan shall be in effect.

A. An employee shall receive full pay for time off work due to verifiable personal sickness or off-duty accidental injury equal to a period of two (2) months for each completed year of service with the City to a maximum of twelve (12) months of coverage. Employees with less than one year of service shall receive a prorated share of sick leave. The period of a leave of absence shall not count as service time with the City for purposes of determining the amount of an employee's sick time coverage. Once an employee has utilized sick time benefits, the employee has lost those benefits, and additional sick time must be earned through time worked after the employee's return from sick leave.

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Sick time shall not be counted as service time in rebuilding the employee's coverage.

B. The employee shall receive full pay for time off due to personal sickness or accident without providing medical certification, not to exceed three (3) work days per incident, for up to a maximum of six (6) days per year. The employee may use other accumulated time (i.e., compensatory time, personal days, vacation) to supplement this sick time. Any employee who is absent from work three (3) or less days in any contract year shall receive one (1) bonus personal leave day to be used the following contract year.

C. The employer reserves the right to conduct reasonable investigations regarding an employee's use of sick time including requiring the employee to be examined by a physician of the employer's choosing. The employer shall pay the fees for said examinations.

D. When it has been determined that an employee has violated the spirit and intent of this sick time policy, the employee shall be subject to the following provisions:

1. All payments for sick time taken in violation of its approved uses shall be ordered reimbursed or deducted from the employee's vacation bank.
2. Violation of the sick time policy shall be ground for disciplinary action, up to and including discharge.

E. Illness During Annual Leave: An employee who is ill for more than three days while on annual leave may, upon application to the department head, have the duration of such illness charged against his sick leave reserve rather than against his vacation leave. Notice of such illness must be given immediately to the department head. If requested, proof of such illness in the form of a physician's certificate shall be submitted to the department head by the employee or the department head may require an independent medical examination. The department head shall then determine whether or not such application shall be granted.

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F. Charge Against Credits: An employee may utilize his sick leave allowance for absences for the following reasons:

1. Due to personal illness or physical incapacity caused by factors over which the employee has not reasonable immediate control.
2. Necessitated by off-duty exposure to contagious disease in which the health of others would be endangered by his attendance on duty.
3. Due to the illness of a member of his immediate family residing in the household who requires his personal care and attention, not exceeding twenty (20) sick days in any one year. The term "immediate family" as used in this section shall mean parents, grandparents, children, brothers, sisters, or spouse of the employee.
4. To report to the Veteran's Administration for medical examinations or other purposes relating to eligibility for disability pension or medical treatment.

G. Denial Of Sick Time And Sick Leave: An employee absent for one of the reasons mentioned above shall inform the department head immediately. Failure to call within one (1) hour from the start of his scheduled work shift may be cause for denial of sick leave with pay for that day, unless physically impossible and the employee is able to substantiate same if requested by the employer.

H. Requirements For Using Sick Time: After more than three (3) days absence, the employee may be required by the department head to produce evidence in the form of a medical certificate or otherwise, of the adequacy of the reason for his absence during the time for which sick leave is granted.

The same shall apply when an employee uses sick leave time for an illness to a member of his immediate family.

The City shall grant sick leave to an employee for

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periods of illness not exceeding thirty (30) calendar days, provided the City received a certificate from a recognized physician.

All requests for sick leave for more than thirty (30) calendar days duration shall be submitted to the appointing authority for prior approval, and shall be accompanied by a physician's certificate supporting said request.

The City shall reserve the right to require a medical examination, or proof thereof, of all employees when a request for sick leave time is made.

The appointing authority may require further medical reports, from time to time, on all sick leaves in excess of thirty (30) calendar days.

I. Layoff, Transfers, Etc.: All accumulated and unused sick leave days shall be credited to any employee recalled from layoff, without break in service, or returning from an approved leave of absence. Sick time accumulated under this wage protection plan shall not be paid to the employee on termination of employment, death or retirement.

J. Listing Employee's Sick Time: By means of a quarterly report, the Employer shall make available to the Union and each employee the total sick and vacation time available.

K. This wage protection plan shall replace the short term disability insurance plan and the sick time plan in effect prior to July 1, 1992.

L. On or before February 1, 1993, an employee may elect to be paid his sick time accumulated prior to October 1, 1992. Such payment shall be made in semi-installments of \$1,500.00 on July 1st and January 1st of each year until fully paid; provided that employees shall be paid in full (subject to the 180 maximum) on or before July 1, 1995. Payment shall be based on the hourly rate in effect for the employee on June 30, 1992.

14.2 Hospital and Medical Insurance-Police Officers: The City shall pay the total cost of a Blue Cross/Blue Shield Policy or equivalent covering the entire family referred to as MFV-1 Master

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Medical Option #3, Semi-Private Riders: ML, FC, SD, D45NM, Prescription Drugs \$2.00, where the husband of a female employee has the employee of the City equally covered through his insurance policy.

In the event another carrier is selected by the City and the matter of equivalency is a question, the grievance procedure shall be invoked if the parties cannot arrive at an agreement.

14.3 Retiree Hospitalization - Normal Retirement and Duty Permanent and Total Disability Retirement:

A. Normal Retirement - Effective July 1, 1983, the City shall provide the same hospitalization coverage for all bargaining unit employees and their spouses who retire under a Normal Retirement as defined in Section 15.2 of this Agreement, as that to active employees.

1. Employees who retire under a Normal Retirement and who are eligible to receive any other hospitalization coverage from a subsequent employer will forfeit the City paid hospitalization during such employment.

2. Should the spouse of the Normal Retirement retiree survive the employee, the spouse shall be allowed to continue on the City paid hospitalization plan for a maximum of five (5) years provided, however, that the spouse does not remarry during the five (5) year period.

3. In the event of eligibility for Medicare Insurance, the retiree or their surviving spouse, whichever the case, will make application for said insurance and the City will provide supplemental hospitalization insurance. This coverage is also subject to the provision of 14.3A2.

B. Duty Permanent and Total Disability Retirement - Effective July 1, 1986, the City shall provide the same family hospitalization coverage for all bargaining unit employees who retire under a duty Permanent and Total Disability Retirement as defined under Section 15.3 of this Agreement, as that to active employees. Such family coverage shall continue until the time the employee would have been eligible for a Normal Retirement. At that time, the

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hospitalization plan will go from family coverage to employee and spouse coverage as provided in section 14.3A.

1. Should the spouse of a Duty Permanent and Total Disability Retirement retiree survive the employee and remarry, then such spouse will forfeit the City paid hospitalization.

2. In the event of eligibility for Medicare Insurance, the retiree or their surviving spouse, whichever the case, will make application for said insurance and the City will provide supplemental hospitalization insurance. This coverage as to the spouse is also subject to the provisions of 14.3A2.

14.4 Dental Insurance - Police Officers: The City shall provide the following Blue Cross Dental Insurance benefits: 100% family coverage for RC Class I benefits, 75% of Class II benefits, and 50% of Class III benefits with a maximum of \$1,000 per year and 50% co-pay for orthodontic with a \$1,000 lifetime per person benefit.

14.5 Optical Insurance - Police Officers: The City shall provide full family coverage of an optical insurance program, which shall provide an examination and glasses, if needed, once every two (2) years. Such program shall be Co-Op Optical or its equivalent. Employees who retire may at their option remain in the group policy at their own expense so long as they do not allow the premium to lapse beyond ninety (90) days.

14.6 Life Insurance - Police Officers: The City shall pay the total cost of a group life insurance policy for each employee of not less than twenty-five thousand dollars (\$25,000.00) with double indemnity during the period in which the employee is actually employed by the City. Employees who retire may at their option remain in the group policy at their own expense so long as they do not allow the premium to lapse beyond ninety (90) days.

14.7 Uniform and Laundry Allowance - Police Officers: The City shall pay the following to each employee as an annual uniform allowance and a quarterly cleaning allowance:

Uniform (Annual)	Cleaning (Quarterly)
\$ 575.00	\$ 162.50

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These payments shall be made quarterly in advance, and in cash to each employee. Each employee shall be allowed to maintain the level of five (5) complete uniforms with said uniform allowance, and the Chief, or his designate, shall conduct semi-annual inspections of uniforms and equipment of the employee. The Chief of Police shall, within ninety (90) days from the date this agreement is signed, publish a uniform and equipment list to be issued to all employees hired after July 1, 1992.

ARTICLE XV
PENSION PLAN

15.1 Pension Plan: Ordinance No 33, an ordinance establishing a Retirement Plan for Employees and Policemen of the City of Woodhaven, effective May 1, 1971, is adopted by reference and made part hereof, except for changes in specific portions or portions of provisions which are set forth in this Article.

15.2 Pension - Normal Retirement Age: Section 1.14 of the Retirement Plan for Employees and Policemen of the City of Woodhaven:

"Normal Retirement" means with respect to an employee in Participating Unit B of employment (other than by death) according to the following schedule:

A. For the period of May 1, 1984 and thereafter age fifty (50) and after at least ten (10) years of Credited Service.

Normal Retirement Age to be effective May 1, 1982.

15.3 Pension - Duty Disability: Section 1.16 of the Retirement Plan for Employees and Policemen of the City of Woodhaven:

"Duty Permanent and Total Disability Retirement" means with respect to an employee in Participating Unit B termination of employment by reason of Permanent and Total Disability, which results from causes arising in the course of his normal employment with the city and which occurs prior to the Normal Retirement Age according to the schedule set forth in Section 1.14.

15.4 Pension - Non-Duty Disability: Section 1.17 of the Retirement Plan for Employees and Policemen of the City of Woodhaven:

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"Non-Duty Permanent Total Disability Retirement" means with respect to an employee in Participating Unit B termination of employment after at least ten (10) years of Credited Service by reason of a Permanent and Total Disability, which results from causes not arising in the course of his employment with the City and which occurs prior to the Normal Retirement Age according to the schedule set forth in Section 1.14.

15.5 Duty Permanent and Total Disability Retirement Benefit: Section 2.4 of the Retirement Plan for Employees and Policemen of the City of Woodhaven:

An employee whose employment with the City is terminated by reason of Duty Permanent and Total Disability Retirement shall be entitled to receive a monthly benefit upon application, therefore, equal to sixty-five percent (65%) of his average monthly compensation. This monthly benefit shall be payable during continuance of said disability until the employee attains Normal Retirement Age [sixty-five (65)] for and employee in Participation Unit A and according to Section 1.14 for an employee in Participating Unit B at which time he shall be entitled to receive a Normal Retirement Benefit based on the benefit formula then in effect and his Credited Service [not in excess of thirty (30) years]. Credited Service for such Normal Retirement Benefit shall be increased by the number of years from date of commencement of Duty Disability Retirement to date upon which he shall be entitled to receive a Normal Retirement Benefit.

Pension - Duty and Non-Duty Disability Age/Credited Service shall be effective as of May 1, 1982.

15.6 Pension - Multiplier Factor: Section 2.1 of the Retirement Plan for Employees and Policemen and the City of Woodhaven:

Normal Retirement Benefit: For employees in Participating Unit B, whose employment with the City is terminated by reason of Normal Retirement shall be entitled to receive, upon application, therefore, a monthly Normal Retirement Benefit equal to the products of his years of Credited Service, not in excess of thirty (30) years at retirement, and two and one half percent (2.50%) of his Average Monthly Compensation.

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Pension - Multiplier Factor: The two percent (2%) multiplier is effective as of May 1, 1982. The two and one half percent (2.50%) multiplier is effective upon the effective date of this Agreement.

15.7 Pension - Employee Defined Contribution: Section 10.2 of the Retirement Plan for Employees and Policemen of the City of Woodhaven:

Amount of Contribution: An employee's contributions shall be deducted from his regular pay by the City, and shall be in an amount to equal 2%, 5%, 7 1/2%, or 10% of based pay as the employee may elect.

Pension - Employee Defined Contribution shall be effective as of May 1, 1983.

15.8 Pension - Mandatory Employee Contribution: Section 10.9 of the Retirement Plan for Employees and Policemen of the City of Woodhaven:

Mandatory Employee Contribution: In addition to contributions, which an employee in Participating Unit B may elect to make under Article X, there shall be deducted from the regular base pay of each employee in Participating Unit B an amount equal to four and a quarter percent (4.25%) as of July 1, 1990 and five percent (5%) as of July 1, 1991 of such regular base pay to be paid into the pension fund established under Section 5.1 of this plan. If an employee's service with the City terminates for any reason other than death or retirement, he may receive a refund in cash of the aggregate of his own contributions together with interest on such contributions as determined under Section 10.8 of this Article.

Mandatory Employee Contribution shall be effective upon the effective date of this Agreement.

15.9 Pension - Average Final Compensation: Section 1.12 of the Retirement Plan for Employees and Policemen of the City of Woodhaven:

"Average Monthly Compensation" means 1/36 of the total basic earnings (excluding overtime and other fringes) paid the employee during a period of three years of his last five years of employment by the City which produces the highest aggregate amount.

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15.20 Pension - Purchase Of Additional Service Credits: On or before February 1, 1993, an employee must elect to either purchase additional service credits towards retirement or decline to purchase such credits. An employee may purchase a maximum of five additional years of service to be used to increase the employee's retirement benefit; provided:

A. An employee must still meet the minimum age and minimum service requirements before retirement without regard to the number of years purchased. In addition, such additional years of service credits purchased shall not be counted to determine whether the employee is vested in the Retirement Plan.

B. Under no circumstances shall an employee receive a pension benefit in excess of 75% of his average final compensation.

C. If an employee elects to purchase additional service credits, he must use his sick time accumulated prior to July 1, 1992, to purchase such service credits. The purchase shall be at a rate of 16.25 days of sick time for each year of service credit purchased.

D. If an employee does not have sufficient sick time accumulated to purchase the additional service credits, the employee may pay \$2,346.50 for each year of service credit purchased. Such payment shall be made by payment of a lump sum or on a weekly basis through payroll deduction. The weekly deduction shall be equal to \$45.13. The weekly deduction shall continue for the same number of years as the number of years of service credits purchased.

ARTICLE XVI
WORKER'S COMPENSATION SUBSIDY

16.1 Worker's Compensation Subsidy: Whenever an employee is entitled to Workmen's Compensation payment through the City, he shall endorse his Worker's Compensation check over to the City and receive in exchange his full regular daytime pay exclusive of any overtime pay for the same period for which he receives Workmen's Compensation pay. The provisions of this section shall expire after two (2) year's duration.

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ARTICLE XVII
PERSONAL LEAVE

17.1 Personal Leave - Police Officers: Each employee shall be entitled to three (3) personal leave days per year.

ARTICLE XVIII
DUTY DEATH

18.1 Duty Death: In case of the death of an employee in the line of duty, the City shall provide those benefits contained in Sections 14.2, 14.3, 14.4, and 14.5 to the living spouse until he or she remarries, and for all children of the employee until they attain the age of eighteen (18) years.

ARTICLE XIX
EMPLOYEE'S RIGHTS

19.1 Employees accused of violating criminal codes or ordinances will be entitled to their full rights under federal and state Constitutions and laws.

19.2 No employee will be disciplined and/or discriminated against because he exercises any of his constitutional rights before any grand jury, court or law enforcement agency, whether federal, state or local, or before any investigative committee of any legislative body.

19.3 A member of the Executive Board or other representatives of the Union, legal counsel, or both shall have the right to be present and, if requested by the employee, to represent the employee at all disciplinary proceedings.

ARTICLE XX
TERM OF AGREEMENT

20.1 Term of Agreement: this Agreement shall be in full force and effect retroactive beginning on the 1st day of July, 1992 and shall continue in effect through the 30th day of June, 1995 and from year to year continuously thereafter unless either party desires to change, modify or terminate this Agreement; whereupon it shall give sixty (60) days written notice of the proposed change, modification or terminate of this Agreement.

20.2 Amendments: This Agreement may be amended at any time by agreement of both parties hereto in writing.

20.3 Saving Clause: This Agreement and the various parts,

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sentences and clauses thereof are hereby declared to be severable and if any part, sentence, paragraph, article, section or clause, is adjudged void, unconstitutional or invalid, the same shall not affect the validity of this Agreement as a whole or any part hereof other than the part declared unconstitutional or invalid.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on _____, 1992.

FRATERNAL ORDER OF POLICE
(FOP)

Larry E. Schwartz

By: Larry E. Schwartz

Its: President

Richard Ziegler

By: Richard Ziegler

Its: Field Representative

CITY OF WOODHAVEN

Richard C. Withey

By: Richard C. Withey

Its: Mayor

Karen M. Mazo

By: Karen M. Mazo

Its: City Clerk