

AGREEMENT
BETWEEN
THE CITY OF WESTLAND
AND
THE POLICE OFFICERS ASSOCIATION OF
MICHIGAN
AND
THE WESTLAND POLICE OFFICERS
ASSOCIATION
(IT'S AFFILIATE)

EFFECTIVE JULY 1, 2007 THROUGH JUNE 30, 2012

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ARTICLE 1 AGREEMENT

1.1 THIS AGREEMENT ENTERED INTO ON THIS 1st day of July 2007 between the City of Westland, a Michigan Municipal Corporation, (hereinafter referred to as the Employer or the City), and the Police Officers Association of Michigan, POAM, (hereinafter referred to as the Union), and the Westland Police Officers Association, its affiliate.

ARTICLE 2 PURPOSE AND INTENT

2.1: WHEREAS, the general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the City of Westland in its capacity as an employer, the Employees, and the Union, and the People of the City of Westland, and

2.2: WHEREAS, the parties recognize that the interest of the community and the job security of the employee depend upon the Employer's success in establishing a proper service to the community, and

2.3: WHEREAS, to these ends the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all Employees, and

2.4: WHEREAS, it is agreed by the City and the Union that the City is legally obligated to provide equal opportunity, consideration and treatment of all employees of the unit in all phases of the employment process; to this end, basic rights and equities of employees are established through the City Charter, Ordinances and Resolutions of the City Council, and Rules and Regulations of the Civil Service Commission, and

2.5: WHEREAS, it is further intended that this Agreement and its supplements shall be an implementation of the provisions of Act 379 of the Public Acts of Michigan of 1965, as amended, and the provisions of Act 78 of the Public Acts of Michigan of 1935, as amended, except as otherwise modified by this agreement.

2.6: EXCEPTION: The Classification of Dispatcher is not covered by Act 78 or Act 345.

ARTICLE 3
RECOGNITION

3.1: Pursuant to and in accordance with all applicable provisions of Acts 78 and 379 as referred to hereinabove, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining, with respect to hours, wages and all terms and conditions of employment for the term of this agreement.

3.2: This Agreement shall be applicable to all employees of the Westland Police Department below the rank of Sergeant including civilian dispatchers, and dispatch coordinator but excluding cadets and employees of other bargaining units. While this Agreement is applicable to police officers and dispatchers, it is understood that it was written in such a manner to address police officers, and that benefits and rights of dispatchers shall be identical to those benefits and rights of police officers, except as may be differentiated within specific articles contained within this contract.

ARTICLE 4
PROBATION

4.1: Police officers and dispatchers shall serve a one (1) calendar year probationary period from date of hire.

The provisions of this agreement shall be applicable with the exception that probationary employees shall have no right to appeal discipline and/or discharge by way of the grievance procedure or Act 78. Probationary employees serve at the discretion of the City.

After completing the probation period police officers and dispatchers shall be placed on the seniority list respective of their classifications.

ARTICLE 5
FAIR PRACTICES

5.1: The Union agrees to maintain its eligibility to represent employees by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all employees without regard to membership or participation in, or association with the activities of, any employee organization.

5.2: The City agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status or membership or participation in or association with the activities of, any employee organization.

ARTICLE 6
RIGHTS OF THE UNION

6.1: Pursuant to Act 379 of the Public Acts of 1965, and as amended, the City hereby agrees that every employee of the City engaged in law enforcement work shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection. The City Administration, as a duly elected body exercising governmental power under color of law for the State of Michigan undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 78 and Act 379 or other laws of Michigan or the Constitution of Michigan and the United States, that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Union, his participation in any activities of the Local Association or collective professional negotiations with the City Administration, or its designated representative, or his institution of any grievance, complaint or proceeding with respect to any terms or condition of employment under this Agreement.

6.2: Nothing contained herein shall be construed to deny or to restrict any employee rights he or she may have under the Michigan Public Employee Laws, or other applicable laws.

6.3: The City specifically recognizes the rights of its employees appropriately to invoke the assistance of the State Labor Mediation Board or a mediator from such public agency, or invoke arbitration proceedings whenever differences cannot be resolved in local negotiations pursuant to provisions of this Agreement, as well as any other remedy provided for by Michigan Statutes.

ARTICLE 7
DUES DEDUCTION

7.1: The City agrees to deduct the dues and/or service fee as certified by the Union and send the dues collected to the person and place as designated by the Union along with a list of employees whose fees were deducted.

ARTICLE 8
AGENCY SHOP

8.1: To the intent that the laws of the State of Michigan permit, it is agreed that employees presently in the bargaining unit, as a condition of continued employment shall, within thirty (30) days, either join the Union and pay the prescribed dues, or not join the Union but pay a service fee equal to the Union dues.

8.2: An employee who shall tender the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.

8.3: Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than thirty (30) days in arrears in payment of membership dues.

8.4: The Employer shall be notified, in writing, by the Union of any member who is thirty (30) days in arrears in payment of dues and/or service fee, and the member shall be discharged by the City.

ARTICLE 9
REPRESENTATION

9.1: Officers of the Local Association shall have or be afforded reasonable time, as determined by the Chief or his representative, during working hours without loss of time or money, to fulfill their Association responsibilities, including negotiations with the City, processing grievances and administration and enforcement of this Agreement.

9.2: All members of the Local Association Executive Board and/or Grievance Committee called back by the Chief or the Shift Commander from off duty for any grievance or Union business shall be compensated at the rate of time and one-half (1-1/2) with a minimum of two (2) hours.

9.3: Any employee in the Union who feels aggrieved will be provided reasonable time, up to one (1) hour, during working hours to file a grievance if the alleged grievance occurred during duty hours.

9.4: The City shall provide the Local Association with a locked filing cabinet, which shall be stored in an appropriate place in the Police Department.

9.5: If a Union negotiator is working midnights before or after a negotiating session, he/she will not be required to report for duty until seven (7) hours after the negotiating session ends, or unless otherwise agreed to by the Chief of Police.

9.6: Effective upon ratification of this agreement by both parties, two (2) representatives designated by the Union shall be granted three (3) paid release days per year to attend an officially sanctioned POAM convention or function. Executive Board members shall also be allowed to attend said POAM convention or function, but they must use their accumulated leave time, except sick leave, for such attendance.

ARTICLE 10 EMPLOYEES RIGHTS

10.1: At no time shall any employee be required to answer to any allegation(s) of misconduct unless said allegation(s) has been reduced to writing and the member shall be provided with a copy of the allegation(s) and an opportunity to read same before answering any questions or making any statements regarding the allegation(s). Further, at his request, the member and/or a member of the Grievance Committee, or an attorney of his choice, shall be present during the time any answers are given or statements made. At no time shall any employee be required to take a polygraph test to prove or disprove any allegation(s) made against him/her, unless he so desires.

10.2: An employee shall have the right to request that a Union representative be present at an investigative interview which the employee reasonably believes might result in disciplinary action. The Chief and Deputy Chief have the right to interview employees to answer complaints outside of Article X when the Chief and/or the Deputy Chief state to the employee that there will be no punishment as a result of any statements made by the employee during said interview.

10.3: The private and personal life of any employee is not within the appropriate concern or attention of the City, as long as it is consistent with the high standards which the profession and the Union has set. No restriction, other than the approval of the Chief of Police, is placed upon the freedom of employees to use their own time for gainful employment, or other activities insofar as it does not interfere with the satisfactory performance of their police duties. The granting of permission shall not be unreasonably withheld.

10.4: The City recognizes its responsibility to continue to give reasonable support and assistance to all employees with respect to the performance of, and the carrying out of their respective duties.

10.5: Each employee shall have the right upon request to review the contents of his own personnel file maintained at either the Administration Building or Police Headquarters. All communications, including evaluations by supervisory personnel, and validated complaints directed toward the employee included in the personnel file shall be called to the employee's attention at the time of such inclusion.

10.6: Within a two (2) year period following the insertion of a letter of reprimand in the personnel file of the employee, he may ask that a review be made, and unless there is a substantial reason otherwise, the letter will be removed and the record of it expunged.

10.7: No vacancy shall be filled by the City in case of an emergency on a temporary basis without the City fully complying with the provisions of Act 78, Public Acts of Michigan 1935, as amended.

10.8: The employer will continue during the term of this Agreement, to provide false arrest insurance coverage currently in force.

10.9: An employee who works out of classification for an eight (8) hour shift shall be compensated at the next higher rate for that eight (8) hour shift.

10.10: Any discussions or conversations occurring between a Union or Local Association Officer and any employee who has been charged with a violation of the Rules and Regulations of the Westland Police Department, shall be privileged to the extent that the Union or Local Association Officer shall not be called to testify as to said conversations in any arbitration or civil service hearing or other department or City hearings.

ARTICLE 11 UNION ACTIVITIES

11.1: A bulletin board shall be used for the purpose of displaying the activities of the Union; the bulletin board shall be in the squad room and shall be supplied by the City. A minimum size of the board for the Union activities shall be thirty-six (36") inches by forty-eight (48") inches. The Local Association shall designate person(s) to maintain the bulletin board. Bulletin boards used will be restricted to official organization materials:

- A. Material shall not be posted without the authorization of a member of the Local Association Executive Board.

- B. Political campaign material, material which reflects upon the City or any of its employees in a detrimental manner, or any material intended solely for the personal use of any employee shall not be posted.

11.2 Meetings of the Officers of the Local Association may be conducted at City Hall or any other City Building, insofar as these meetings shall not disrupt the other employees from their normal work.

11.3 Reasonable requests for use of existing equipment and facilities will be granted to the Local Association by the Chief of Police. The Local Association agrees to pay for all materials used for its purposes, and the Local Association agrees to reimburse the City for any damage to equipment entrusted to its use and care.

ARTICLE 12 GRIEVANCE PROCEDURE

12.1: The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any employee with a grievance to discuss the matter informally with any appropriate member of the administration.

12.2: Definition:

- A. A "grievance" is a claim based upon an event or condition which affects the conditions or circumstances under which an employee works, allegedly caused by a violation of a provision or term of this Agreement or existing law.
- B. The term "employee" includes any individual or group who is a member of the bargaining unit covered by the contract.

12.3: STEP 1: Within (30) thirty days from its alleged occurrence, any employee having a grievance shall have the opportunity to take up the grievance with the shift commander, who shall attempt to adjust same. The employee presenting the grievance shall have the right to summon one member from the Executive Board and/or one member from the Grievance Committee of the Local Association. In the case of an ongoing or continuing grievance, the employee may summon the same member of the Executive Board and/or the same member from the Grievance Committee.

12.4: STEP 2: If the grievance is not adjusted by the Shift Commander on duty, it shall be reduced to writing, at that time, on the Union grievance forms signed by the aggrieved employee. The original shall be filed with the Shift Commander who shall date and sign for its receipt.

Within five (5) working days after the grievance is filed with the Shift Commander, he shall meet with the Grievance Committee Chairman, and attempt to settle the grievance. The Shift Commander's disposition shall be made known to the grievant, the Executive Board and Grievance Committee, in writing, within five (5) days after the meeting with the Shift Commander.

12.5: STEP 3: The Executive Board shall then review the grievance and it shall, within fifteen (15) days of this review, abandon the grievance or it shall be appealed to the Chief of Police. If appealed to the Chief of Police, a meeting will be arranged with the President of the Local Executive Board and Chairman of the Grievance Committee, within five (5) days, and the Chief's written disposition shall be given to the grievant, the Executive Board, and the Grievance Committee within five (5) days after the meeting is closed. In the event the Chief rules against the grievant, his written disposition shall set forth specific reasons therefore.

12.6: STEP 4: If the grievance is still unsettled, the Union may appeal the grievance to the Personnel Director within five (5) calendar days of receipt of the Department Chief's answer. The Personnel Director or his designated representative shall within seven (7) calendar days of such appeal, meet with the Grievance Committee member and the President of the Local Association. The Personnel Director or his designated representative shall give his written, dated, and signed disposition of the grievance within seven (7) calendar days after such a meeting, to the President of the Local Association.

12.7: STEP 5-ARBITRATION: If after reviewing the grievance, the Union feels the disposition is still not satisfactory, it may within twenty (20) days after the answer is due, and by written notice to the other party, request either arbitration, or at the option of the Union, appeal to the Civil Service Commission. If arbitration is chosen, within five (5) days, following the notice of arbitration, both parties will attempt to select an arbitrator on an Ad Hoc basis. In the event the parties cannot agree upon an arbitrator within five (5) days, the Union will make a request to the American Arbitration Association. The parties will be bound by the rules and procedures of the agency so selected in the selection of the Arbitrator. The arbitrator so selected will hear the matter promptly and will issue his decision no later than thirty (30) days from the date of the closing of the hearings. The arbitrator's decision will be in writing and will set forth his findings of facts, reasoning and conclusions on the issue submitted.

- A. 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 shall have no power to add to, subtract from or modify any terms of this Agreement, nor shall he have any power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the employer, the Union and the employee(s).
- B. The costs for the arbitrator's services, including his expense, shall be borne by the party against whom the arbitrator rules. The prevailing party shall be deemed to be the party whom the arbitrator rules in favor of in its entirety. In the event there is no prevailing party, the costs of the arbitration shall be borne equally. Each party shall pay for its own expenses.

12.8: APPEAL TO CIVIL SERVICE COMMISSION: If the grievance is not adjusted at the fourth step and the employee believes that he has grounds for appeal, the employee shall have the right to appeal to the Westland Fire and Police Civil Service Commission only those issues concerning disciplinary action and promotions. All other items of dispute must proceed through the other steps of the Grievance Procedure as provided in Article 11. If appeal to the Civil Service Commission is chosen, the employee shall give the Civil Service Commission written notice, with a copy to the City Personnel Director.

- A. This appeal shall be filed by the employee within thirty (30) days after the employee has been furnished with the written decision of the City's Personnel Director.
- B. In the event the Civil Service Commission does not make an adjustment of the grievance satisfactory to the employee, he shall have the immediate right of appeal to the Circuit Court for Wayne County as provided under Act 78 above.
- C. In the event that the Civil Service Commission should rule that it has no jurisdiction to hear the grievance, then the Union may elect to appeal that ruling to the Wayne County Circuit Court in accordance with Act 78 or in the alternative, proceed through the arbitration procedure established in Step 5.

12.9: Miscellaneous:

- A. No grievance, verbal or written, withdrawn or dropped by a member or association or granted by the City, prior to the final step of the grievance procedure, will have any precedent value.
- B. The Union shall have the right, through the Local Executive Board, to file a grievance directly with the Chief of Police at Step 3 of the grievance procedure if the Executive Board and/or the Union believes that the alleged violation affects the members of the entire bargaining unit. In such a case, the Union shall be deemed to be the grievant.
- C. During the pendency of any proceedings, and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of the parties.
- D. There shall be no reprisals of any kind by Administrative Personnel taken against the grievant, any party in interest or his Local Association Representative, any member of the Grievance Committee, or any other participant in the procedure set forth herein by reason of such participation.
- E. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- F. Time limits between the various steps may be waived and/or extended by mutual written agreement.
- G. It is understood that Dispatchers do not have the right to appeal to the Civil Service Commission, they being expressly excluded from the provisions of Act 78.

ARTICLE 13
COPIES OF CONTRACT

13.1: The City agrees to deliver a copy of this Agreement to each member of the Local Association within thirty (30) days from the signing of the Agreement, and agrees to provide to the President of the Local Association, for its files, a copy of all insurance policies in force and applicable to the members of the Union as governed by this Agreement.

ARTICLE 14

WAGES

See below

14.1: Wages:

A. Police Officer

Effective July 1, 2006

START	6 MOS	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
\$40,121	\$42,990	\$45,853	\$48,720	\$51,584	\$54,450	\$57,317

Effective July 1, 2007 2%

START	6 MOS	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
\$40,923	\$43,850	\$46,770	\$49,694	\$52,616	\$55,539	\$58,463

Effective July 1, 2008 2%

START	6 MOS	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
\$41,742	\$44,727	\$47,705	\$50,688	\$53,668	\$56,650	\$59,633

Effective July 1, 2009 3%

START	6 MOS	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
\$42,994	\$46,069	\$49,137	\$52,209	\$55,278	\$58,349	\$61,422

Effective July 1, 2010 2%

START	6 MOS	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
\$43,854	\$46,990	\$50,119	\$53,253	\$56,384	\$59,516	\$62,650

Effective July 1, 2011 3%

START	6 MOS	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
\$45,170	\$48,400	\$51,623	\$54,851	\$57,075	\$61,302	\$64,530

B. Dispatchers: Dispatchers wage scale shall be based on the following formula:

START - 80% of top pay of a dispatcher

AFTER 2 YEARS - 85% of top pay of a dispatcher

AFTER 3 YEARS - 90% of top pay of a dispatcher

AFTER 4 YEARS - 95% of top pay of a dispatcher
AFTER 5 YEARS - 75% of top pay of a police officer

14.2: Officers with prior patrol experience and dispatchers with prior dispatch experience for any political subdivision of the State of Michigan will be granted one-third (1/3) credit for years and months of service on the above wage scale. Up to two years on the scale can be credited.

ARTICLE 15
SENIOR PAY

15.1 Officers and dispatchers who have completed ten (10) or more years of service as of March 31st of the current calendar year will be eligible to take a senior officer test. Effective January 1, 1999, the eligibility will be reduced from ten (10) years to eight (8) years. Employees must register to take the test by January 20th of that year. The test shall be administered in February of each year. If the test is not administered in February of that calendar year, all eligible registered employees will have their certification extended one additional year. The categories of the test shall be as follows:

Police Officers:

1. Local ordinances
2. State law
3. Rules and regulations of the police department
4. Policies/procedures

Dispatchers:

1. LEIN operation
2. 911 operation
3. Lifesaving/First Aid
4. Policies/procedures
5. Dispatching

A. The form of the test shall be multiple choice and true/false. A score of 70% is considered passing. An employee must pass this test at least once in the previous five (5) years to be eligible for the senior payment. An employee may take the test at any testing period and upon passing the test the employee will not be required to pass for an additional five (5) years from the period that the employee last passed the test.

16.2: Dispatchers shall receive one hundred fifty-six (\$156.00) dollars after completing three (3) years of service as a dispatcher with the City of Westland and fifty-two (\$52.00) dollars for each year thereafter. Payments will be in accordance with section 17.1 of this Article. The following amount for longevity shall apply respectively in the following years.

7-1-99 after 3 years \$160.68 and each year thereafter \$53.56
7-1-00 after 3 years \$165.50 and each year thereafter \$55.17
7-1-01 after 3 years \$170.47 and each year thereafter \$56.82
7-1-02 after 3 years \$175.58 and each year thereafter \$58.53

16.3 At termination, an employee shall receive a pro-rated share (full months of service divided by 12) of an annual payment based on the current number of years and months service at termination.

ARTICLE 17 OVERTIME/COURT TIME

17.1: If an employee is called back while off duty for an appearance in any matter arising out of job related incidents occurring in the City of Westland or while on duty as a Police Officer for the City, that employee shall receive a minimum of four (4) hours paid in compensatory time for any A.M. session and an additional minimum of four (4) hours paid in compensatory time for P.M. session, or in the alternative, the employee shall be paid at the rate of time and one-half (1-1/2), whichever is greater. Time shall be computed from when the employee checks into the station upon arrival and when he checks back upon return. In the event that the employee is required to use his own motor vehicle because of unavailability of a city vehicle, as determined by the Inspector or Shift Commander, in any of the above situations, he shall be reimbursed at the rate of twenty and one half (20.5) cents a mile plus parking expenses. All witness fees paid to employees appearing in Court on City time shall be turned into the City except reimbursement for parking and mileage expense when the employee uses his personal vehicle.

17.2: When an employee is called back for an 18th District Court appearance, he/she shall be paid for a minimum of three (3) hours if called for a morning session, and an additional three (3) hours if called for an afternoon session, and an additional three (3) hours for evening sessions, or in the alternative, the employee shall be paid at the rate of time and one-half (1-1/2) whichever is greater. However, any employee appearing in Court immediately preceding his normal shift by one (1) hour or less, shall be paid one (1) hour at time and one-half (1-1/2), and any employee appearing during regular duty hours shall be paid at the rate of time and one-half (1-1/2), if required to stay beyond his regular shift.

17.3: When an employee is called back for any other duty while off duty, or if the employee shall work beyond the normal shift, except to return City equipment or turn in police reports, he/she shall be compensated at the rate of time and one-half (1-1/2), with a minimum of two (2) hours guaranteed if called back as provided for in this section.

17.3: (a): When an employee is assigned to training or school on a leave day, the employee shall be compensated at the rate of time and one-half (1-1/2) for each hour of training or school.

17.4: In the event an employee is required to work court overtime prior to an employee's normal work schedule, the employee will be entitled upon the OIC's approval of time spent in court to be off duty for a period of four (4) hours, commencing at the time he is released from court. The employee shall suffer no loss of pay for this four (4) hour period.

17.5: A police officer may accumulate up to one hundred sixty (160) hours of compensatory time. A dispatcher may accumulate up to one hundred (100) hours of compensatory time. Any amount in excess the maximum hours shall be paid to the employee at the prevailing hourly rate in effect at the execution of this Agreement. As to exchanging compensatory time not in excess of the maximum hours for cash payment, the prevailing hourly rate shall be paid.

17.6: Special Assignment Compensatory Bank: For special operations for the divisions of SWAT, SIU, DARE, computer operations, and K-9 officer for K-9 training only, officers may work in lieu of regular payment or regular compensatory for special compensatory time. This special compensatory time shall be earned at the rate of one and one-half (1.5) times the number of hours actually worked. This special overtime shall not exceed a bank of one hundred (100) hours at the end of any four (4) month shift period. Special compensatory time shall be taken off on an hour-for-hour basis. Any special compensatory time in excess of one hundred (100) hours at the end of any shift cycle will be transferred to the employee's regular comp time bank.

17.7: In the event an employee dies, retires or resigns, or is discharged, he or his beneficiaries or heirs shall receive compensation in the sum equivalent of his accumulated compensatory time at his/her prevailing hourly rate.

17.8 All employees placed on a stand-by status while off duty will be compensated at the following rate: Before 12 noon – two (2) hours compensatory time. After 12 noon – two (2) hours compensatory time.

17.9: Employees called back while off duty to work a mutual aid incident shall be compensated at a double time rate for all hours assigned to work the mutual aid incident, and shall be paid for a minimum of two (2) hours. Time shall be compensated when the employee checks into the station upon arrival until dismissal from such assignment.

17.10: With the exception of Dispatchers, the Department will make every reasonable effort to equalize scheduled overtime, first by seniority and then by hours of overtime worked.

- A. Daily Overtime. Daily overtime is that which results from sick calls or other unexpected temporary emergencies which have created temporary manpower shortage on the shift.

All uniform officers will be allowed to work daily overtime, and an updated daily overtime list will be kept for each shift or uniform assignment. Each list will be available for inspection by all personnel. Daily overtime will first be offered to officers assigned to the opposite platoon with the manpower shortage. For example: Nights A calls Nights B, Days B calls Days A, etc., etc. The officer with the least credited daily overtime and the greatest seniority shall be offered the overtime assignment first. Officers who refuse the overtime shall be charged on the daily overtime list the amount of hours as if they have worked them. In the event no officer from the opposite platoon can be reached or accepts the overtime, overlap officers from the opposite platoon will be called next. Hours either worked or refused will accumulate on the daily overtime list during each shift cycle, and will be rolled back to zero at the start of each new shift cycle. Answering machines will be treated as no answer. The City has no liability regarding calls answered by an answering machine.

- B. Unexpected Scheduled Overtime. Unexpected scheduled overtime is that overtime resulting from any event occurring within the department with less than 48 hours prior notice. This overtime will be offered to officers with the least credited scheduled overtime and the highest seniority who are available to work. This includes officers from Community Policing, Traffic Bureau, P.O.W. and the platoons not scheduled to work on the day of the overtime. Officers who either work or refuse unexpected scheduled overtime will have such hours credited to the scheduled overtime list.

- C. Scheduled Overtime. Scheduled overtime is overtime resulting from any event the department had notification of 48 hours prior to the event. All scheduled overtime will be offered only to uniformed officers. K-9 and DARE officers shall be considered uniform officers for purposes of this section. Said assignments shall be made from the scheduled overtime list. Assignments for scheduled overtime will be made by applying the following formula: The officer with the least credited scheduled overtime and the greatest seniority shall be offered the overtime assignment first. Officers who work or refuses the overtime shall be charged on the schedule overtime list the amount of hours as if they had worked. Any officers, except officers who are assigned to the P.O.W unit, who have worked within the last six (6) hours are not eligible for work scheduled overtime assignments.
- D. The Master List of scheduled overtime shall be kept up-to-date in the Shift Commander's office. A monthly summary of the Master List will be posted by the Administration in the squad room.
- E. In the event of cancellation of scheduled overtime, a reasonable attempt will be made to notify those Officers previously scheduled to work the assignment at least two (2) hours prior to the start of the assignment. Failure to do so will result in compensation as per Section 17.3 (Callback).
- F. Accumulation of Overtime (Scheduled Overtime). Overtime will accumulate on the scheduled overtime list for a period not to exceed two (2) years. On January 1st of every even-numbered year, all hours will be rolled back to zero. Anyone added to list mid-term will be credited with highest number hours posted.
- G. Probationary Officers. Probationary officers will not be allowed to work any overtime as outlined in Section A-B-C until having completed eight (8) months of their probationary period and first eight (8) months of FTO program.
- H. Dispatchers. Dispatch overtime will be offered to off-duty dispatchers first, then to on-duty dispatcher second, then patrolmen third. If no one accepts the offered overtime, the City will order a dispatcher to fill said assignment.

- I. Notification to Union. The City will provide the Union President written notice of scheduled overtime events outlining the following:
1. Name of the event
 2. When and where it is to take place
 3. Who requested the service of the Police Department - Example: Mayor, Principal or what school Superintendent, etc....
 4. Number of officers scheduled to work. Written notice will be provided as quickly as possible to the Union.
- J. In the event the employer makes an unintentional mistake concerning the call back procedure, the City will provide the officer who was skipped with an equal overtime opportunity in lieu of payment within a reasonable period of time.

17.11: All employees are expected to work their regularly scheduled work day with no exceptions. If an employee reports for work and the weather worsens to the point that the employee wishes with the approval of the Chief to leave his/her work assignment for the remainder of the day, his/her time may be charged to personal leave. If an employee does not report for work due to foul weather, he will be docked for that day unless he is on an approved leave.

17.12: In the event an officer is required to pick up a prisoner who has been extradited to the State of Michigan, the officer shall be paid at the rate of straight time plus a minimum of two (2) hours compensatory time per day for each day that the officer is away.

17.13: In the event the Department needs to call in an evidence technician for the performance of technician duties, the Department will first use an evidence technician currently on duty. If the use of said technician causes the need for manpower replacement through the overtime procedure, the replacement will be done according to the current overtime call-in procedure.

ARTICLE 18 EMPLOYEE INJURIES

18.1: Each employee shall be covered by the applicable Worker's Compensation Laws. The City further agrees, that with the exception of Dispatchers, officers being eligible for Workers Compensation income shall receive an amount to be paid by the employer sufficient to make up the difference between Worker's Compensation income and his regular weekly income up to a maximum period of one (1) year.

18.2: If a Police Officer is unable to perform his/her regular duties as a result of an accident and/or illness as the result of an on the job event or while off duty and acting in the capacity of his oath of office, the Police Officer shall be provided with such police duties as he is capable of performing within the Police Department, upon the recommendation of the City designated doctor. The City is not responsible for providing duties other than an officer's regular duties if an officer is injured while off duty or incapacitated from injury or illness that is not job related.

18.3: In the event that a Police Officer is killed in the line of duty, his or her spouse and dependents shall receive benefits and pension as specified in section 44.10.

18.4: Dispatchers shall be limited to benefits from Worker's Compensation in case of injury on the job and sick time if off duty.

18.5: Employees who are on light duty due to being injured on the job, according to the City Doctor's restrictions, may be assigned to another shift to expedite visits for medical treatments providing the employee has been given 48 hours notice of such a change. When treatments end the employee will resume his/her normal shift.

ARTICLE 19 CLOTHING ALLOWANCE

19.1: Each officer shall receive the sum of eight-hundred and thirty-two (\$832.00) dollars on the first payday of October for the refurbishing, care and maintenance of their clothing. This amount will cover loss or damage to all personal clothing or personal property. Dispatchers shall receive seventy (70%) percent of the amount officers are entitled to:

Effective 7/1/2007 the amount will be \$1,066.75
Effective 7/1/2008 the amount will be \$1,113.58
Effective 7/1/2009 the amount will be \$1,172.74
Effective 7/1/2010 the amount will be \$1,221.69
Effective 7/1/2011 the amount will be \$1,258.34

19.2: For Dispatchers, the Employer has the right to establish a fair and reasonable dress code, but when the Employer requires a particular uniform, badge, emblem or equipment, the Employer agrees to furnish same. Such uniforms shall be wash and wear for ease of maintenance.

19.3: The City will supply every officer with body armor, and replace said armor every 5 years.

ARTICLE 20
WEAPONS QUALIFICATION

20.1: Payable on the first pay in September, all officers shall receive a Weapons Qualification Allowance of Six Hundred and Fifty (\$650.00) Dollars providing the employee qualifies twice a year; one qualification will be on the inside range while on duty and one qualification will be on the outdoor combat range. The officer shall be compensated for two (2) hours at straight time to be paid in compensable time if officer qualifies off duty. The outdoor qualification will not be scheduled on weekends or holidays. The indoor range will be made reasonably accessible to all Police Officers.

Effective 7/1/2007 the amount will be \$ 838.98

Effective 7/1/2008 the amount will be \$ 881.26

Effective 7/1/2009 the amount will be \$ 933.45

Effective 7/1/2010 the amount will be \$ 977.62

Effective 7/1/2011 the amount will be \$1,006.95

20.2: The City shall replace service weapons that are deemed unserviceable by the senior range officer and shall be maintained in perfect operating condition, at the City's expense.

20.3: The department issued weapon shall be a 9mm which shall be issued to each officer, unless an officer prefers to carry his/her personal authorized 9mm. The City may change to a 40 caliber weapon. Exception can be for officers on assignment who could be issued other departmental authorized weapons, or officers could carry their personal authorized weapons. The City shall purchase all ammunition for qualification and duty use.

20.4: This Article shall not apply to Dispatchers.

ARTICLE 21
PERMANENT SHIFTS

21.1: A. Officers will be assigned to permanent shifts for a period not to exceed four (4) months. The cycles shall commence on February 1st, June 1st, and October 1st. Permanent shifts shall be determined on a seniority basis with each officer being permitted to bid from the first through the seventh day in the month preceding shift change. All bid sheets shall be turned in to the Chiefs office on the 8th day of said month. The shift schedule shall be posted on the 15th day of said month. If a W.P.O.A. member is going to be absent (vacation, illness, etc.) during the shift selection period, it shall be his/her responsibility to make his/her immediate Supervisor aware of his/her shift preference. Failure to do so will result in the W.P.O.A. member being assigned at the Chiefs discretion. New employees shall not participate in the bid process for their first four (4) four month cycles (16 months).

B. Shift premium shall be paid officers assigned to shifts as follows:

1. Officers assigned to shifts starting from 11 a.m. up to 7 p.m. are to be paid \$250.00 every four (4) months (shift cycle).
2. Officers assigned to shifts starting from 6 p.m. up to 5 a.m. are to be paid \$300.00 every four (4) months (shift cycle).
3. Dispatchers shall be paid 75% of the above shift premiums for the appropriate shift.

C. Payments for shift premiums shall be paid within thirty days of the expiration of each four month shift period.

21.2: A. The working day will consist of shifts of twelve (12) hours each for the Patrol Division. Overlap patrol shift schedules are at the discretion of the Chief. The Day and Night shifts shall begin at 7:00 a.m. and 7:00 p.m. Officers required for prisoner transport and Ordinance Enforcement are to be on an 8 hour schedule. The shifts shall be determined on a seniority basis. The City shall determine which platoon the employee will be on.

- B. When an officer transitions from one shift/platoon to another, the hours worked within the current cycle will be handled at the Shift Commander's discretion. However, in no case shall an employee be required to work more or less hours within the schedule cycle the employee was being transferred from.
- C. Patrol officers will be assigned to work a seven out of fourteen day schedule. Effective the pay period after ratification, the additional four hours scheduled shall be added to the employee's comp time bank at straight time. Existing accrued x-time must be used prior to July 1, 2008 or it will be forfeited.
- D. The Traffic Division and other special assignments are not included in the twelve (12) hour shift program.

21.3: The City has a right to change pre-scheduled leave days and shifts with a 48-hour notice for training purposes and out-of-city court. If training is for three (3) days or longer an employee's training day shall be considered as a full work day, regardless of length of training. If such training falls on a scheduled leave day, the department shall owe the employee an additional 12 hour leave day to be taken at a later date. If overtime per officer exceeds the average of the previous three years then this shall also apply to District Court. If training is for two (2) days or less upon completion of training for that day, the officer is to report back to Shift Commander. Employees assigned to a shift will not be arbitrarily transferred to a different shift during the four-month period of the shift. However, in no event shall this be construed to limit the City's right to make special, emergency, FTO or temporary assignments, not to exceed 30 days, based upon the operating needs of the Department. FTO temporary assignments shall be made as follows:

- A. Request for volunteers. (Volunteers may extend the assignment for more than 30 days.)
- B. Failing to achieve the necessary number of FTO's required through volunteers, the Chief may assign any FTO for a period of 30 days to another shift in any 12 month period.

21.4: There will be a meeting every six months between the Association and the City to discuss the operation of 12-hour shifts, and any modifications if needed. Upon written notification by the City of a problem with the functioning of 12-hour shifts, the parties will

meet at the earliest possible time. If the parties are unable to agree on any proposed change(s), the City may, upon thirty days notice, issue reasonable rules and regulations concerning operation, cost, morale, productivity and effectiveness of 12-hour shifts. Should the Union disagree with the reasonableness of the City's change(s), then a neutral arbitrator (selected by using the expedited arbitration procedure of the American Arbitration Association) shall determine the reasonableness of such changes. Such change(s), or parts of change(s), alleged to be unreasonable shall not be implemented until the receipt of the decision of the arbitrator.

21.5: Should 12-hour shifts be discontinued, the Department maintains the right to have roll call for officers which will be compensated at a rate of time and one-half which will be placed in their compensatory bank.

21.6: In the event the shift bid selection process does not result in at least two FTO's and two evidence technicians being deployed to each platoon on the day shift, and each platoon on the night shift, notwithstanding the shift bid, the Chief shall have the right to assign FTO's and evidence technicians to such platoons for a full four (4) month shift cycle in order to balance the platoons. Such assignment shall be made by the Chief among those FTO's and evidence technicians with the lowest seniority and by lottery should the seniority be equal. The Chief's right to assign FTO's under this section shall be contingent on the City maintaining a pool of fourteen (14) FTO's in the patrol division, and the Chief's right to assign evidence technicians is contingent upon the City maintaining a pool of ten (10) evidence technicians in the patrol division. The Chief has the option of assigning one FTO to each overlap platoon.

ARTICLE 22 VACATIONS

22.1: For the purpose of computing vacation eligibility and amount, vacations shall be earned and accrued monthly. Vacation shall be earned in accordance with the following schedule:

	Officers	Dispatchers
Less than 3 years	96 hours per year	96 hours per year
3 years but less than 5 years	160 hours per year	144 hours per year
5 years but less than 7 years	160 hours per year	160 hours per year
7 years but less than 10 years	192 hours per year	160 hours per year
More than 10 years	224 hours per year	192 hours per year

22.2: Officers preferences as to time off for vacation will be considered subject only to the Department's ability to maintain the highest standard of protection for the City's welfare. Officers shall be entitled to preference by seniority in the Department in the following manner:

- A. The following procedure shall be adhered to in Shift Selection and Vacation Selection for Westland Police Officers Association members.
 - 1. W.P.O.A. members shall submit vacation requests to the appropriate Shift Commander from the sixteenth to the twenty-third of said month. Final deadline for vacation selections to be 1700 hours on the twenty-third day of the preceding month.
 - 2. Employees must have been employed at least six (6) months before becoming eligible for vacation. Accumulation earnings shall be effective from the first month of hire.
- B. During the shift pick period each employee shall be entitled to select a vacation by seniority for the next four month period. Employees may use any leave time except sick leave for their vacation bid. Dispatchers pick separately under the same procedure. The number of selections for a given day shall be subject to the Department's ability to maintain the highest standard of protection of the City's welfare. Each employee may submit more than one vacation request, but multiple requests must state the employee's order of preference (i.e. selection 1, selection 2, etc.). The first pick shall be granted to an individual by seniority, and secondary requests by that individual will be set aside until each employee of lower seniority has had one selection granted. Then secondary requests will be considered under the same process. After the selection process any employee may choose a vacation or personal leave day on a first come basis. If an employee selects a vacation day and the employee returns to work on that day, unless the employee has a reasonable excuse as approved in the discretion of the Chief, the employee shall forfeit all subsequent days associated with that selection and those days will be left open to other employees on a first come basis.
- C. Once vacation or personal days are picked and approved, they cannot be bumped by another employee with more seniority. Employees who wish to receive approval for a vacation that may carry-over into the next succeeding shift pick period, may do so if such days in the next period are directly subsequent to the approved vacation in the shift pick period (i.e., no scheduled work days between the vacations).

D. Vacation used in any calendar year must have been earned in the previous calendar year.

22.3: Dispatchers preference for vacation shall be administered according to dispatch seniority.

22.4: The anniversary date of service shall be the date of appointment to the Police Department. If the employee has, by his own volition, terminated employment and returned, the anniversary date shall be the date when the employee was rehired. For dispatchers, such date shall be determined by the Employer and Union, subject to the grievance procedure.

22.5: Upon separation from service for any reason, an employee shall be paid for his earned vacation. In the event of death, the employee's dependents, if designated, or his Estate shall be paid the vacation pay.

22.6: The vacation bank of each employee shall be limited to two hundred forty (240) hours. On the last day of December of each year thereafter, all vacation hours over two hundred forty (240) hours will be paid off at the prevailing hourly rate for that employee at one hundred (100%) percent of each vacation hour. Such payment will be made on the first payday in February.

ARTICLE 23 LAYOFFS

23.1: Layoffs shall be made in conformity with the principle of seniority; i.e., the last one hired being the first one laid off, and the first one laid off being the last one recalled.

23.2: In the event a reduction in the work force becomes necessary for any reason and the number of patrol officers is reduced below sixty-two (62) by layoff, disability retirement, regular retirement, discharge or any other reason, the number of dispatchers will be reduced by two for every one patrol position left vacant in which the Employer does not fill within a reasonable time.

ARTICLE 24
SENIORITY AND TRANSFERS

24.1: Seniority shall be determined as date of hire of an employee in the Westland Police Department.

24.2: The President of the Bargaining Unit will receive top seniority for the purpose of shift bidding.

24.3: Vacancies in the Police Department will be filled in accordance with Act 78 with the exception of Dispatchers.

24.4: Dispatchers shall acquire seniority from the date of employment as dispatcher in the City of Westland Police Department. Dispatchers do not come under Act 78 Civil Service.

- 24.5:
- a. The Chief in his discretion may assign patrol officers to the Intelligence Bureau (SIU/MSET), Community Policing, Neighborhood Resource Officer, and School Resource Officer for a period not to exceed three (3) years. Assigned officers will work eight hour shifts and individual start times will be determined in the discretion of the Chief.
 - b. The Chief in his discretion may assign one officer to the DARE Program for a maximum of five years. The officer assigned to DARE as of 7/1/2007 will begin his five year term on 7/1/2009. The DARE officer will work eight hour shifts with start time in the discretion of the Chief, and will be assigned to either the Support Services Bureau or the Detective Bureau at the Chief's discretion when school is not in session.
 - c. The Chief in his discretion may assign officers to the POW bureau for a maximum of five years. Assigned officers will work eight hour shifts and individual start times will be determined in the discretion of the Chief.
 - d. The Chief in his discretion may assign one officer as a Polygraph operator. This assignment will not be limited by any time restraint. However, this position may be filled by a person of higher rank.
 - e. The Chief in his discretion may assign officers to the Support Services Bureau for a maximum of five years. Officers assigned to these positions as of 7/1/2007 will begin their five year term on 7/1/2011. Assigned officers will work eight hour shifts and individual start times will be determined in the discretion of the Chief.

- f. The Chief in his discretion may assign officers to the Traffic Bureau. Two of the officers will be assigned for a maximum of three years. The first of these three year terms will begin for an officer currently assigned to the Bureau on 7/1/2008 and the second will begin on 7/1/2009. Assigned officers will work eight hour shifts and individual start times will be determined in the discretion of the Chief.

24.6: The Union specifically recognizes that computer operation and coordination for the public safety computer may be performed either by police officers or by private contractors.

24.7: Any officer that resigns from the Westland Police Department and within two (2) years of said date of resigning is reinstated by the Westland Fire and Police Civil Service Commission will have the date of rehire as his or her seniority for the purpose of:

- Longevity
- Clothing
- Weapons qualification
- Vacations
- Layoffs
- Sick Leave
- Personal Leave Days
- Holiday Pay
- Shift Preference
- Promotions

For the purpose of wages he/she shall begin at the one year level.

ARTICLE 25
SAFETY AND WELFARE

25.1: There shall be a minimum of two (2) two-officer cars scheduled to work twelve hour shifts between the hours of 5:00 p.m. and 7:00 a.m., subject to the following:

- a. The Chief of Police shall establish the hours of operation for each two-officer car.
- b. The established hours of operation shall remain in effect for a four-month shift cycle, although the hours may be adjusted in the event of an emergency.
- c. The scheduled hours of operation are subject to change from one four-month shift cycle to the next.

25.2: Overlap Shift. All regular cars assigned to the overlap shift will be one-person cars. However, probationary employees may only be assigned to the overlap shift provided an FTO is regularly assigned to work with them. On days that the FTO is absent, a senior officer will be assigned on a voluntary basis that, failing to obtain any volunteers, will be assigned on an inverse seniority basis.

25.3: Cars shall be manned only by duly sworn officers.

25.4: For the purposes of counting employees, in order to determine the rates of two (2) person cars to one (1) man cars, shifts shall always be counted separately.

25.5: One (1) person cars shall be offered first to the most senior officer on the shift and secondly by individual preference of the employees on that shift.

25.6: (Reserved).

25.7: No probationary officer shall be assigned to work alone in a patrol vehicle between 7:00 p.m. and 7:00 a.m. At no time will two (2) probationary officers be assigned to a double car.

25.8: Should the Department choose to have a two-officer car outside of the hours of 7:00 p.m. and 7:00 a.m., the City may assign such officers within their sole discretion limited to one day at a time for any officer. The second consecutive day assignment of a particular officer is subject to 25.5 above.

25.9: Proper equipment such as first-aid kits, blankets, fire extinguishers and flares shall be made available to all employees on duty in patrol vehicles, during any normal shift. Each vehicle, before being placed on the road, shall be provided an interior, high intensity lamp.

25.10: Each shift shall appoint a safety officer who will work in conjunction with the Shift Commander for the purposes of determining the soundness of vehicles for use during any tour of duty. If a vehicle should be determined to be unsafe by the safety officer and Shift Commander for use during any shift, they shall cause same to be parked, and the vehicle shall remain parked until properly cleared by the City designated mechanic as fit for service on the road. In the event that the safety officer and Shift Commander should disagree as to the soundness or fitness of a vehicle for service on a shift, the Shift Commander's decision shall prevail until the City designated mechanic determines the fitness of the vehicle for use. At the beginning of each shift the employee assigned to a patrol vehicle shall inventory said vehicle and make the appropriate notation on his activity log and prior to commencing his patrol, he shall bring same to the attention of the Shift commander should any of the enumerated items be missing. Should any of the above items be missing from the patrol vehicle and not accountable, the employees assigned to that patrol vehicle shall be responsible for the replacement cost of same.

25.11: The Chief and the City will submit a letter of understanding to the effect that the Chief will meet with the Union representatives regarding safety of vehicles, vehicle specifications, etc.

25.12: Transportation of prisoners within the City limits or to and from the 18th District Court or adjoining municipalities may be done by one (1) person police units, provided patrol car is equipped with a safety screen and then only one (1) prisoner shall be transported by any one (1) person police unit. In any case where a prisoner is combative or has an apparent mental illness and while transporting prisoners to all other Courts or facilities not adjoining the City of Westland, a two (2) person police unit shall be assigned.

ARTICLE 26 K-9 OFFICER

26.1: The K-9 officer (handler) shall receive a monetary, annual reimbursement in the amount of \$5,500 for the daily care and maintenance of the Department animal. Payment will be on the first pay in January for the previous year's service; payment may be pro-rated if necessary. Food, equipment and medical care will be at the City's expense (see below). If for

any reason the officer is unable to care for or maintain the animal, e.g. vacation, personal or sick time, etc., the Chief or his designee will authorize a kennel for the housing of the animal, at the officer's expense. If the situation becomes long term due to extenuating circumstances, the Chief or his designee will evaluate same and meet with the Union to make a determination. However, the final determination will be made by the Chief.

26.2: The City (Department) shall have an open account for the purpose of purchasing food, equipment and medical care for the animal.

26.3: Uniforms shall be as directed by the Chief or his designee. The initial issuance will be purchased by the Department. Thereafter, the officer will be responsible for replacement and maintenance.

26.4: The officer's platoon assignment will be at the discretion of the Chief or his designee.

26.5: The officer's work schedule may be changed by the Department for various reasons, e.g. training or work requirement, but shall not be changed for the sole purpose of circumventing the payment of overtime.

26.6: Call-in and overtime pay will be provided under contract language. K-9 officers will be included on both the daily and the scheduled overtime lists. The K-9 officers will be utilized in accordance with the procedures outlined in Article 17.10.

26.7: If an animal has been in service for more than one (1) year and its handler is unable to perform his/her duties for reasons such as the handler becoming injured or promoted but not for disciplinary reasons or unsatisfactory performance, the handler will be given the opportunity to purchase the animal.

26.8: At the conclusion of an animal's service career, the ownership of the animal may be transferred to its K-9 handler.

26.9: K-9 officers may be removed from their assignment to the K-9 section at the discretion of the Chief.

26.10: The K-9 section can be eliminated at any time at the discretion of the Chief.

ARTICLE 27
EDUCATION

27.1: The City shall require that employees will attend any departmental schools or training which the City feels is necessary for the furtherance of police objectives. In the event an employee is required to attend school, he shall be paid at the rate of straight time for such attendance with travel time to be paid to reflect fifteen (15) minutes plus time from the station to the school and fifteen (15) minutes plus time from the school to the station (for a total of thirty (30) minutes). In addition thereto, the employee shall receive transportation furnished by the City or will be paid for mileage expense in the event that a City-owned vehicle is unavailable. Should the employee's designated leave days fall on the days that the employee is attending school, the employee shall be compensated at the rate of time and one-half (1-1/2) as specified in section 17.3(a).

27.2: The City agrees to pay tuition refund which, effective July 1, 2008, will be capped at \$5,500 annually per employee. This refund covers classes that are necessary in securing an Associate's, Bachelor's or Master's Degree in Police Science, Police Administration, Business Administration, Computer Science and/or Criminal Justice, subject to the following conditions:

- A. That the employee secures approval from the Chief prior to enrollment for said class.
- B. That the employee receive a passing grade other than a "D".
- C. Any time off work, so that the employee can attend class, shall be at the discretion of the Chief.
- D. Textbooks shall be provided from the Police Department Library or purchased for the use of the employee. However, at the conclusion of said classes the textbooks shall be returned to the City and shall be retained at the Police Department Library.

ARTICLE 28
CITIZEN PATROL

28.1: Citizen Patrol. It is recognized that the City may adopt an "Eyes and Ears" citizen patrol program. However, it is recognized that such participants will not transmit on regular band Police radios or use police vehicles, regular police equipment, or wear any uniforms that may I.D. them as police officers, or act in the capacity as a reserve/auxiliary police officer.

28.2: The parties agree that volunteer citizens in the Neighborhood Watch Program can issue handicap parking violations, and make vacation checks.

ARTICLE 29
SICK LEAVE

29.1: An employee shall accumulate eight (8) hours per month sick leave, credited on the first day of each month. Each officer shall accumulate no more than sixteen hundred (1600) hours in his sick bank. Dispatchers shall accumulate no more than four hundred eighty (480) hours. On the first payday in February, and every year thereafter, any hours in excess of the maximum as calculated as of December 31 of the preceding year shall be paid to the employee at the prevailing hourly rate at one hundred (100%) percent of his pay as of the payment date.

29.2: In the event an employee dies, retires, resigns or is terminated for any reason, he or his beneficiaries or heir shall receive compensation in the sum equivalent of his accumulated sick leave credits at his prevailing hourly rate.

29.3: Employees, at their discretion, may donate either sick days or compensatory time (in increments of eight (8) hours) to another employee, provided they retain a minimum of fifty-six (56) hours sick leave for their own use. It is understood that police may not donate to dispatchers, nor dispatchers to police.

29.4: An employee having an excess of four hundred (400) hours of accumulated sick time may sell back, at his option, the previous year's accumulated sick time, up to a maximum of twelve (12) days as long as he declares that intention by November 1. Those accumulated sick days sold back to the City shall be paid the first pay in December, at the then prevailing hourly rate.

29.5: Effective January 1, 2004, employees who use 36 hours or less of sick leave in a calendar year (January 1 through December 31) shall be credited with an additional 36 hours of vacation time, which will be added to their vacation bank on January 1st of the following calendar year. For purposes of this section, donations pursuant to section 29.3 and “sell back” pursuant to section 29.4 shall not be considered the “use” of sick time.

ARTICLE 30
DRUG POLICY

30.1:

I. PURPOSE

The purpose of this order is to provide all sworn employees with notice of the provisions of the departmental drug testing program.

II. POLICY

It is the policy of this Department that the critical mission of law enforcement justifies maintenance of a drug-free work environment through the use of a reasonable employee testing program.

The law enforcement profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. Second, there is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an Officer's physical and mental health and thus job performance. Third, where law enforcement officers participate in illegal drug use and drug activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

In order to ensure the integrity of the Department and to preserve public trust and confidence in a fit and drug free police department, the Department has implemented a drug testing program to detect prohibited drug use based upon a standard requiring probable cause.

III. DEFINITIONS

- A. Drug Test. The production and submission of urine and/or blood by an employee in accordance with departmental procedures for chemical analysis to detect prohibited drug use.
- B. Probable Cause. Cause must be based on specific objective facts, and any rationally derived inferences from those facts, about the conduct of an individual that would lead the reasonably trained person to suspect that the individual is or has been using drugs while on or off duty. Probable cause is that amount of facts and circumstances within the knowledge of a supervisor or the administrator which is sufficient to warrant a prudent person to believe it is more probable than not that an officer is or has been improperly using drugs while on or off duty.
- C. Employee. Any individual whether sworn or civilian, employed full-time or part-time, by the Westland Police Department.

IV. PROCEDURES

A. General Rules

- 1. All potential police employees, both sworn and civilian, must successfully pass a drug screen during their pre-employment physical examinations.
- 2. The following rules shall apply to all employees, while on and off work:
 - A. No employee shall illegally possess any controlled substance.
 - B. No employee shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
 - C. Employees shall notify their immediate supervisor when required to use prescription medicine that may influence their job performance. This notification will be in the form of a written memo.
 - D. Any violation of the substance abuse policy shall be immediately reported to the Chief or Deputy Chiefs.

B. Employee Drug Testing

1. The Chief or Deputy Chief may order an employee to take a drug test for probable cause. A written summary of the facts supporting the order shall be made available to the employee prior to the actual test. The test will be conducted at a medical facility agreed to by the Union and Employer.
 - a. If such employee's test is negative, the summary of facts supporting the order shall not be placed in his/her personnel file.
 - b. Test results reporting a presence of illegal drugs or narcotics, or the use of prescription drugs without a prescription or the abuse of any over-the-counter drugs, will be submitted to the Chief or Deputy Chiefs, who will make a determination on any dispute or rehabilitation as needed. In the event of a positive reading, the employee may request a second test at another authorized medical facility, agreed to by the Union and Employer.
 - c. At the time of the original test, the testing facility will draw two samples and adhere to chain-of-custody procedures in regard to the care and custody of the samples. After the first sample returns a positive, the employee may request the second sample be tested at a second facility using a mass spectrometry procedure to verify the existence of improper drugs.
2. If an employee under his/her own volition makes the Department aware that he/she has a substance abuse problem of a prescription drug, that employee will be offered a Union and Department approved rehabilitation program. The employee will be held accountable to the conditions associated with the program.
3. Failure to report for testing during the time period the employee is requested to test will be considered the same as testing positive.
4. Persons assigned to the Special Investigative Unit must submit to a drug test as defined above prior to entering into the unit, randomly during the term of service in the unit, and upon exiting the unit.

ARTICLE 31
FUNERAL LEAVE DAYS

31.1: Upon notification of the on duty Shift Commander, each employee shall be granted time off with pay to attend, make plans, arrangements and travel to a funeral in accordance with the following procedure:

31.2: In the event of a death in the immediate family, the employee shall be granted sixty (60) working hours off with pay. Immediate family shall be defined as spouse, children, stepchildren, parents, stepparents, parents-in-law and grandchildren.

31.3: An employee shall be granted thirty-six (36) working hours off with pay in the event of the death of brother, sister or grandparent of the employee or their spouse.

31.4: An employee shall be granted twenty-four (24) working hours off with pay to attend the funeral of any uncle, aunt, niece, nephew, brother-in-law or sister-in-law.

ARTICLE 32
PERSONAL LEAVE DAYS *SULLOW*

32.1: Officers who have accumulated one (1) year seniority shall be allowed thirty-six (36) hours of non-cumulative personal leave with pay per year. Dispatchers who have accumulated one (1) year seniority shall be allowed twenty-four (24) hours of non-cumulative personal leave with pay per year for personal business. Newly hired police officers shall be awarded personal leave hours at the time they are hired which are equal to three (3) hours for each calendar month between the date of hire and the next January 1st. Thereafter, police officers shall receive thirty-six (36) hours of personal leave each January 1st. Newly hired dispatchers shall be awarded personal leave hours at the time they are hired which are equal to two (2) hours for each calendar month between the date of hire and the next January 1st. Thereafter, dispatchers shall receive twenty-four (24) hours of personal leave each January 1st.

- A. In addition, the employee shall notify his Shift Commander at least forty-eight (48) hours in advance, except in the event of an emergency, when the employee is desirous of taking a personal leave day.

- B. Personal leave hours shall be granted by the Department subject to the Department's ability to maintain the highest standard of protection and in no event shall there be more than three (3) officers off on one shift at one time for personal leave hours.
- C. Personal leave hours shall not be taken in less than four (4) hour increments.

ARTICLE 33
HOLIDAY PAY

33.1: Holiday pay shall be paid to all employees at their current rate of pay on the last payday in November.

- A. Officers' holidays are defined as follows and shall be for twelve (12) hours on each holiday:

- | | |
|-----------------------|----------------------|
| 1. New Year's Eve Day | 7. Veteran's Day |
| 2. New Year's Day | 8. Thanksgiving Day |
| 3. Easter Sunday | 9. Christmas Eve Day |
| 4. Memorial Day | 10. Christmas Day |
| 5. Independence Day | 11. Good Friday |
| 6. Labor Day | |

- B. Dispatchers holidays are defined as follows and shall be for twelve (12) hours on each holiday.

- | | |
|-------------------------------|----------------------|
| 1. New Year's Eve Day | 7. Veteran's Day |
| 2. New Year's Day | 8. Thanksgiving Day |
| 3. Easter Sunday (Eff 7-1-03) | 9. Christmas Eve Day |
| 4. Memorial Day | 10. Christmas Day |
| 5. Independence Day | 11. Good Friday |
| 6. Labor Day | |

ARTICLE 34
MATERNITY LEAVE

34.1: Whenever an employee shall become pregnant, she shall furnish the City with a certificate from her physician, stating the approximate date of delivery.

34.2: She shall be permitted to work, in a suitable employment, in accordance with her physician's recommendation.

34.3: The employee shall be granted a maternity leave terminating six (6) months following delivery, provided there are no medical complications, in which case the employee shall be placed on sick leave. The employee may return to work at any time following delivery with medical clearance. The employee will be returned to her former job and classification without loss of seniority.

ARTICLE 35
MEDICAL AND HOSPITAL INSURANCE *Su Lou*

35.1: The City will provide employees and retirees who were hired before 3-17-04 with the following choices of medical programs:

- A. BC/BS traditional coverage as defined:
 - 1. Comprehensive Hospital Care Certificate and Professional Services Group Benefit Certificate. Included riders are BMT, COB-3, IHD-200/600, FC or DC, GLE 1, HMN, ML, RDC, OPC/OPPC, PPNV-1, PTB, RAPS2, SAT-2, SOT-PE, SUBRO2, TSA, XTMJ, SD, COMP, D45NM, CC-CLC, PSG, CNM, CNP, EF, XF, ASFP, MMCPD, MMCXTMJ, NC, FAE-RC.
 - 2. Implementation of preferred group program.

- B. Blue Preferred PPO Program with applicable riders set forth as above, or Community Blue PPO-1.
- C. HMO programs BCN and HAP, as long as the HMO program has at least 10 subscribers and the monthly premium does not exceed that of the PPO program.
- D. Mutual Gains participation as described in the plan on file in the City's Personnel Office, providing for a reduction in payment as follows:
 - 1. 11/1/94 – 40% of the otherwise eligible premium cost;
 - 2. 11/1/95 – 35% of the otherwise eligible premium cost;
 - 3. 11/1/96 – 30% of the otherwise eligible premium cost;
 - 4. 11/1/97 – 25% of the otherwise eligible premium cost.

However, in no case shall the payment paid to the employee choosing the mutual gains program be reduced in actual dollars below that in effect at the time of the signing of this agreement.

- E. Employees participating in the traditional and PPO program shall be covered by the Master Medical, Option 5 program and the Blue Cross PCS preferred RX Program – Rider PD, CR \$5.00. Effective upon ratification of this agreement and as soon thereafter as it may be implemented by the City and the insurance carrier, the prescription plan co-pay shall be increased to \$10.
- F. Employees participating in all programs shall be subject to a \$10 doctor visit co-payment, and a drug co-payment of \$5 in accordance with the HMO's co-payment rules. Effective upon ratification of this agreement and as soon thereafter as it may be implemented by the City and the insurance carrier, the prescription plan co-pay shall be increased to \$10.
- G. Equivalent coverage of the above plans may be provided by the City provided the Union is supplied with copies of any proposals by new carriers. In the event that the Union questions the comparability or equivalency, the plan cannot be implemented until a mutually agreed to insurance consultant arbitrates and rules the plan is equivalent or better.

- H. 1. Upon the retirement of employees hired after July 1, 1994, the City agrees to pay for medical and optical coverage for such retirees, their spouse and dependents at the rate of 4% per complete year of service actually provided the City of Westland. Upon retirement of employees hired prior to July 1, 1994, the City agrees to provide medical/optical coverage for such retirees.
2. The conditions required for receiving medical coverage are:
- a. The retired employee or spouse must be drawing benefits/pension as provided for in Act 345 of the Public Acts of Michigan 1937, as amended.
 - b. Upon eligibility for Medicare, the retiree will apply for Medicare benefits. Employees hired prior to January 1, 1986 will be reimbursed for Medicare "B" costs. Retirees hired prior to January 1, 1986 who do not qualify for Medicare "A" coverage (30 contribution quarters) shall be reimbursed for Medicare "A" and "B" coverage. Retirees who were hired before January 1, 1986 and have Medicare qualification between 30 and 40 quarters will be reimbursed for this out-of-pocket Medicare "A" cost.
3. Normal retirees or duty disability retirees shall receive 100% medical insurance premium coverage.
4. The City shall not change or substitute equivalent retirement insurance plans or retirement insurance providers for any retirement insurance plans or providers that a retiree was entitled to at the time of retirement, so long as the specified retiree insurance providers remain in existence and they continue to offer the specified retiree insurance plans. If such plans are not available, the City shall provide equivalent coverage from another provider.
- I. Employees/retirees who were hired before 3-17-04 shall have the choice to convert to Blue Cross Blue Shield traditional program upon retirement or at the annual reopening period.

- J. The City will provide employees and retirees who were hired on or after 3-17-04 with the following medical programs:
1. The City will provide the employee and his or her spouse and eligible dependents with Community Blue PPO-1 health insurance.
 2. The provisions of paragraphs 1 (D) (Mutual Gains), 1 (F) (doctor visit and drug co-pay) and 1 (G) (equivalent coverage) shall also apply to employees/retirees in this tier who were hired on or after 3-17-04.
- K. The City agrees to pay for the applicable medical and hospitalization coverage at the rate of 4% per complete year of service ACTUALLY provided the City of Westland of employees/retirees hired after July 1, 1994, equivalent to that which they were entitled to receive during their active employment (Community Blue PPO-1) for retirees and spouses provided that the retired employee or spouse is drawing benefits or a pension as provided for in Act 345 of the Public Acts of Michigan, 1937, as amended. Upon eligibility for the BC/BS M-65 Plan for employees hired before 3-17-04 and upon eligibility for the Community Blue PPO-1 supplemental for employees/retirees hired on or after 3-17-04, the City will pay for said supplemental coverage for the retiree and/or spouse, provided the employee/retiree pays for Medicare A and B. Employees while on duty disability retirement shall receive 100% of the applicable medical and hospitalization insurance premium coverage.
- L. Dental coverage will provide each employee with the Delta Dental Plan 80/20 on all levels of benefits with a \$1,000 per year per person maximum with the orthodontic rider at 80/20 level with a \$1,000 per person lifetime maximum.
- M. The City shall provide employees the basic Blue Cross Optical Program.

ARTICLE 36
LIFE INSURANCE

36.1: The City agrees to pay full cost of the premium for each active employee for a life and accident policy. The policy shall be equal to the amount of the highest base wage of the rank of the employee rounded up to the next \$1,000. Double indemnity for each officer shall be provided and 70% of that amount shall be provided for each dispatcher. The City shall provide each employee a copy of the insurance certificate. Each employee shall provide the City the name of the beneficiary, and any changes of beneficiary. Effective upon ratification of this agreement by both parties, and as soon thereafter as the City and the insurance carrier can implement a change, life insurance for active employees shall be in the amount of \$60,000 for police officers and \$45,000 for dispatchers, with double indemnity provided.

36.2: Life Insurance – Retirees. The City shall provide a \$5,000 life insurance benefit for retired employees payable to a beneficiary designated by the retired employee or to his estate if no beneficiary is designated.

ARTICLE 37
MAINTENANCE OF CONDITIONS

37.1: Wages, hours, benefits and working conditions of employment in effect at the execution of this Agreement shall be maintained during the term of this Agreement.

37.2: The City will make no unilateral changes in wages, hours, benefits and working conditions during the term of this Agreement.

37.3: This Agreement shall supersede any existing rules and regulations inconsistent herewith.

ARTICLE 38
CIVIL SERVICE AND PROMOTIONS

38.1: The Civil Service requirements as of 7-1-94 for the hiring of police officers shall remain unchanged and shall include the following:

1. Pass the Civil Service written and oral exams with a minimum score of 70%.
2. Minimum age for applicant shall be 21 years at time of testing.
3. Pass psychological test given by a Psychologist or Psychiatrist mutually agreed upon by the Civil Service Commission and the Police Department Administration.

38.2: Promotional procedures established in P.A. 78 of 1935, as amended, are to be utilized for promotions affecting bargaining members, except as otherwise provided in this Article.

- A. A passing score in the promotional testing process shall be seventy percent (70%) percent in the written portion of the exam and seventy (70%) percent in the oral portion of the exam.
- B. The promotional testing process shall include weight given to the components of the test as follows:
 1. 70% upon the written portion of the examination.
 2. 30% upon the oral portion of the examination.
 3. Seniority bonus of ½ point per year of Westland service with a 16-year cap for a maximum of 8 points.
- C. The oral portion of the examination shall be conducted by a three-member oral board. Neither the City nor Civil Service employees nor personnel shall be members of the oral board. The oral board shall consist of sergeant or higher rank from departments in the Metro area (exclusive of Westland).

ARTICLE 39
MANAGEMENT RIGHTS

39.1: There is reserved exclusively to the City all responsibilities, powers, rights and authority vested in it by the laws and constitution of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this Agreement.

39.2: It is recognized by the parties that the government and management of the City, the control and management of its properties and the maintenance of municipal functions and operations are reserved by the City and that all legal prerogatives of the City shall be paramount and shall be solely the City's right and responsibility.

39.3: Such rights and responsibilities belonging solely to the City are hereby recognized, prominent among which, but by no means wholly inclusive are; All rights involving public policy and the right to assign personnel to various duties within the Police Department.

39.4: It is further recognized that the selection and direction of the working forces including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the hours of work and to relieve employees from duty because of the lack of work are solely the responsibilities of the City.

39.5: The parties agree that the City may hire and assign civilian employees to perform the duties and responsibilities of front desk officer(s), back desk officer(s), do prisoner handling and booking, call taking and to assist POW officers with prisoner transport to the 18th District Court. These civilian employees will be trained for and be allowed to perform Westland Police dispatch duties in the event of a shift being short of dispatch personnel due to sick call or other emergency circumstances. These civilian employees will be members of this bargaining unit.

39.6: The City agrees that it shall exercise these rights in conformity with the terms of the Agreement as they pertain thereto and shall not exercise these rights in conflict with the terms of this Agreement.

ARTICLE 40
JURY DUTY

40.1: Employees who are called and/or serve on Jury Duty on a scheduled work day shall be considered as having worked that day, provided that proof of serving jury duty is given, checks from Court are turned in and duty was for more than four (4) hours. If an employee serves less than four (4) hours, he shall return to work or report for his regularly scheduled shift.

ARTICLE 41
DISPATCHERS

41.1: The City shall have the right to hire full-time civilians to perform dispatching work now and previously performed by members of the Association, including the answering of non-emergency telephone calls. Both parties agree that this Association will take over duties of police and fire dispatch. It is further understood that the dispatchers will work under the direction of a police officer and all duties of a dispatcher will be confined to the area where the dispatching equipment is located. It is understood that a police officer may have to relieve or replace a dispatcher.

41.2: Dispatchers will not take field incident reports or supplemental reports.

41.3: Dispatchers shall be trained at Schoolcraft College training program or any like accredited type school. All dispatchers will be duly trained in police and fire dispatch duties. During the dispatcher's first week of probation, they will be placed on the road for observation purposes. Afterwards all dispatchers will receive a minimum of at least eight (8) hours of road observation every month, but no more than sixteen (16) hours.

41.4: In the event a unit member from the Fire Department is called to work the dispatch center according to Local 1279's contract, the City will pay the bargaining unit member from this association who should have been called to perform the work at the rate of time and one-half (1-1/2) for all hours worked by the Fire Department personnel

41.5: Non-probationary dispatchers shall receive \$400 annually in the first pay period of July. This payment shall be known as community first aid and C.P.R. certification pay.

ARTICLE 42
STRIKES AND LOCKOUTS

42.1: It is mutually agreed between the parties hereto that the Union or Association will not call, authorize or participate in any strike during the term of this Agreement and that the City will not engage in any lock out of employees during the term of said Agreement.

ARTICLE 43
SAVINGS CLAUSE

43.1: If any article or section of this Agreement or any appendices or supplements 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, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 44
PENSION – POLICE OFFICERS

Su Lou

44.1: The City shall provide pension benefits for police officers as required by Act 345 Public Acts of Michigan of 1937, as amended. The City shall provide that the regular retirement pension payable to retired police officers shall be 2.8% of the average final compensation multiplied by the first thirty (30) years of service credited to the retiree, plus one (1%) percent of his average final compensation multiplied by the number of years, and fraction of a year, of service rendered by him which are in excess of thirty (30) years. Police officers shall be permitted to receive a normal retirement after twenty-five (25) years of service, regardless of age. Police officers who were first hired by the City on or after July 1, 2007 shall pay 5% of their base salary as their contribution towards their pension.

44.2: The average final compensation (AFC) shall be computed on the best three (3) of the employee's last ten (10) years of service and will include:

- A. Base Wage
- B. Longevity
- C. Holiday Pay
- D. Uniform Allowance
- E. Weapons Qualification Allowance
- F. Pay for unused sick leave up to 1200 hours
- G. Pay for unused vacation leave up to 912 hours
- H. Pay for senior patrolman qualification

44.3: The City shall permit the pension rights of each police officer to vest upon completion of ten (10) years on the job. Upon the completion of ten (10) years on the job, the surviving spouse shall have all pension rights as specified in P.A. 345, Section 6 a (1) and (2).

44.4: An employee may receive additional service credit by purchasing up to six (6) years of past police, cadet and/or military service prior to employment as a sworn police officer with the City. Effective December 31, 2001, additional credit purchase rights are limited to purchasing one (1) year credit for three (3) years service basis capped at three (3) years worth of pension service credit.

44.5: Employees who retire after July 1, 1990 shall be entitled to a one-time increase to their monthly pension of 5%, after six (6) full years of retirement.

44.6: Effective December 1, 1983, Police Officers who are members of the Act 345 retirement system shall be allowed to withdraw their accumulated contributions (with interest) at retirement. The parties hereto understand that upon such withdrawal, the Police Officer will reduce that portion of his retirement allowance which was financed by the Police Officer's contribution. In order to determine the formula to be used to compute the assumed rate of investment return, the parties agree to rely on a formula to be drafted by Gabriel, Roeder, Smith & Co.; however, it is the intent of the parties that said formula use a GATT index.

44.7: Retirees prior to July 1, 1990 shall be provided a one-time adjustment in accordance with the sliding scale below after computing their annual pension payment as though they had not utilized the annuity withdrawal provisions. Such payments shall commence to those who have been retired six (6) or more years. The sliding scale shall be as follows;

- Those over \$35,000 - add 1.00% to their monthly payment.
- Those under \$35,000 - add 1.25% to their monthly payment.
- Those under \$34,000 - add 1.50% to their monthly payment.
- Those under \$33,000 - add 1.75% to their monthly payment.
- Those under \$32,000 - add 2.00% to their monthly payment.
- Those under \$31,000 - add 2.25% to their monthly payment.
- Those under \$30,000 - add 2.50% to their monthly payment.
- Those under \$29,000 - add 2.75% to their monthly payment.
- Those under \$28,000 - add 3.00% to their monthly payment.
- Those under \$27,000 - add 3.25% to their monthly payment.
- Those under \$26,000 - add 3.50% to their monthly payment.
- Those under \$25,000 - add 3.75% to their monthly payment.
- Those under \$24,000 - add 4.00% to their monthly payment.
- Those under \$23,000 - add 4.25% to their monthly payment.
- Those under \$22,000 - add 4.50% to their monthly payment.
- Those under \$21,000 - add 4.75% to their monthly payment.
- Those under \$20,000 - add 5.00% to their monthly payment.

44.8: If a member retires under the duty disability provisions of Act 345, he shall receive a pension equal to the base salary he received as an active member of the Department. Said pension shall be recalculated as necessary to continue to provide a retired member eighty-five (85%) percent of the base pay of the classification from which he retired until he meets what would have been his normal age and service requirements necessary to receive a normal retirement. In the event the Internal Revenue Code is hereafter amended to adversely affect the taxability of Worker's Compensation benefits, to the extent that it does, then this provision shall be adjusted proportionately from the eighty-five (85%) percent to one hundred (100%) percent.

- A. At the time the officer reaches what would have been his normal age and service requirements, his pension shall be recalculated according to the provisions of the contract and Act 345, and based on the actual base salary of the classification that the officer would have received each year had the employee continued to work and its value factored into the Average Final Compensation.

- B. Said disability retirement shall include the continuance of the medical and life insurance plan of this and future contracts until the recalculation to normal retirement as described above or death, whichever comes first, providing the employee does not earn more than fifty (50%) percent of his base pay in other employment. In the event the employee earns more than fifty (50%) percent of his base pay, there will be a dollar-for-dollar offset for all earnings over fifty (50%) percent.
- C. A duty disability retiree shall select an option within sixty (60) days after receiving his/her first duty disability check. If the duty disability retiree is incapable of selecting an option within sixty (60) days, then the duty disability retiree or retiree's spouse or guardian may request a sixty (60) day extension of time in which to select an option. If the duty disability retiree does not select an option within the extended sixty (60) days, then the retiree's spouse or guardian shall make the selection. If a duty disability retiree does not select an option prior to the retiree's death, then an option shall be selected as follows:
1. If the duty disability retiree was married at the time of disability and ~~married to the same spouse at the time of death~~, the surviving spouse shall receive a pension equal to sixty (60%) percent of the regular retirement pension of the deceased retiree. If the duty disability retiree was not married at the time of retirement and at the time of death, his/her youngest dependent child shall receive a pension equal to fifty (50%) percent of the regular retirement pension of the deceased retiree, until the child attains the age of nineteen (19) or graduates from post-high school education, but not to exceed the age of twenty-three (23).
- D. In the event that the Police Officer shall disagree with the findings of any City Doctor as to his medical condition, he can elect to obtain a medical opinion from some other Doctor at his own expense. A Doctor shall be defined as an M.D. or D.O.
- E. One hundred (100%) percent of the cost of the pension, including all related medical insurance expenses for an employee retiring as a result of a duty disability as described above, shall be the obligation of the Act 345 Pension System.

44.9: Both parties agree not to negotiate a change in pension provisions for ten (10) years from date of contract.

44.10: If a Police Officer dies in the line of duty, his or her surviving spouse shall be paid a pension and benefits equal to the pension and benefits the Officer would have been entitled to receive if he or she had 25 years of service at the time of death (calculated using the base pay for a five-year Officer), and said pension and benefits shall continue for the life of the surviving spouse or until the remarriage of the surviving spouse. It is intended that this provision shall supplant and replace the "Widows Duty Death Pension" that is set forth in Section 6 (2)(a) of Public Act 345 of 1937, as amended, being MCLA 38.556(2)(a), as amended.

ARTICLE 45
PENSION - DISPATCHERS

45.1: The City will pay the full cost of the Pension Program as provided for in Amended Act 427 Public Acts of Michigan of 1984 for Dispatcher Employees. Dispatchers who were first hired by the City on or after July 3, 2007 shall pay 5% of their base salary as their contribution towards their pension. The applicable pension program shall consist of the Michigan Employees Retirement System, B-4 Plan with the following riders: FAC-3, E-2, and F-55 (15 year) waiver. Effective upon signing, dispatchers will also be provided full retirement at age 50 with 25 years of service.

ARTICLE 46
FIELD TRAINING OFFICER

46.1: The position of field training officer must be held by a patrolman with two (2) years seniority and at least four (4) years police patrol experience. The Department will post a sign-up list for at least thirty (30) days offering any bargaining unit member an opportunity to sign up as an FTO. Every officer on the list must be afforded equal opportunity and consideration by the City for the FTO position. All FTO's will attend authorized training classes prior to any activity as an FTO. Probationary officers in the FTO program must ride with a trained FTO within the scheduling needs of the Department. Shift Commanders will make every effort to keep probationary officers in the program with a qualified FTO trainer; however, scheduling needs could dictate that the probationary be assigned to a senior officer who is not an FTO. The City will make every reasonable effort to have a trained FTO on every shift.

One and one-half (1.5) hour of compensatory time per day of training will be given to an FTO or an acting FTO above and beyond the normal pay per day while training a probationary officer for the first eight (8) months and one (1) hour for the next four (4) months. After the 1st eight (8) months, FTO/CTO are not required to perform the daily paperwork. The same compensatory time shall be applied to Communications Training Officers (CTO). After a probationary officer successfully completes the FTO program, he/she will be evaluated by an FTO or acting FTO in conjunction with a shift supervisor.

The Department may place a probationary officer on the road alone after completion of the FTO program. Probationary officers can only graduate from the FTO program after receiving passing grades from a majority of active FTO's and FTO supervisors attending the evaluation meeting. At no time will two (2) probationary officers who have graduated from the FTO program be assigned to a double car together.

Upon two (2) days notice an FTO may invoke his seniority rights as to double car assignment for one (1) week increments.

ARTICLE 47 GENDER CLAUSE


47.1: Whenever the pronoun he is used in this Agreement, it shall be deemed to refer to he or she, as applicable.

ARTICLE 48 DURATION OF AGREEMENT

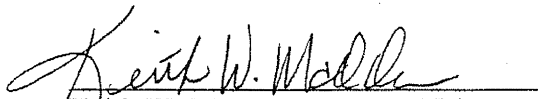
48.1: This is the sole agreement between the parties. This Agreement shall be binding upon the parties for the period of July 1, 2007 through June 30, 2012. This Agreement is fully retroactive to July 1, 2007. This Agreement may be mutually amended by the parties, and in such event, an amendment will, unless otherwise specifically so stated, become an integral part of the Agreement and shall remain in full force and effect for the term of this Agreement. It is understood that any such amendment must be signed and approved by an executive Officer of the POAM.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this
18 th day of December, 2007, by and through their respective duly
authorized officers and agents.

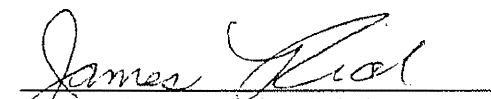
FOR THE CITY:



William R. Wild, Mayor



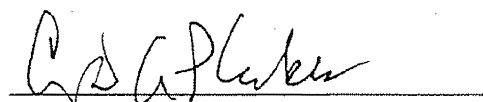
Keith W. Madden, Personnel Director



James Ridener, Police Chief

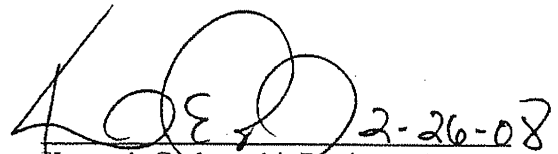


Steve Smith, Finance Director

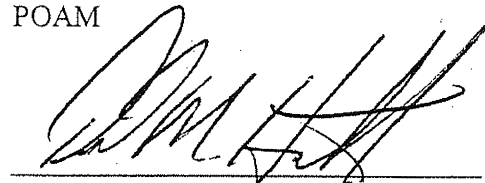


Angelo Plakas, City Attorney

FOR THE ASSOCIATION:



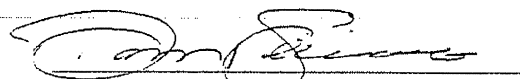
Kenneth Grabowski, Business Agent
POAM




David Hochstein, President



Chris Gazdecki, Vice-President



Dan Serrano, Treasurer



David Archambeau, Secretary



Roger Borst, Trustee

LETTER OF UNDERSTANDING
BETWEEN
CITY OF WESTLAND
AND
WESTLAND POLICE OFFICERS ASSOCIATION

The City of Westland and the Westland Police Officers Association, (WPOA) hereby agree as follows;

New hire benefit changes for patrol unit members

Pay

- a. Expand current pay scales from 5 years to 7 years for employees starting after 01/01/2010. New hire pay shall not be reduced by more than 20% of current 6 month rate.
- b. Eliminate longevity pay for employees hired after 01/01/2010.

Medical

- a. For employees hired after 01/01/2010, and their eligible dependents the health care plan shall be a PPO 2 plan provided by Blue Cross Blue Shield and shall be funded by the employer. (City of Westland)
- b. This health care coverage will be their active duty and retirement medical benefit.
- c. New hires shall receive the same optical, dental and prescription drug benefits as current employees.
- d. The city further agrees that if presented by the unions with an alternative health care plan that has an equal to or greater benefit than the PPO 2 for the employee but with a savings to the employer, the employer shall offer that plan to employees upon an employees request during the yearly enrollment period. In the event the cost of the alternative health care plan is greater than the cost of the PPO2 plan, the City shall have the right to reinstate the PPO2 plan instead of the alternative plan, upon 5 calendar days' written notice to the Union.
- e. The unions have until the end of the enrollment period for the year of 2011 to present any alternative health care plan.

Pension

a. Employees hired after 01/01/2010 will receive a defined benefit pension calculated from base pay and overtime only using a 2.8 multiplier. This concession results in eliminating the following from current AFC benefit.

- Longevity
- Holiday Pay
- Uniform Allowance
- Weapons Qualification P.D. / Food Allowance F.D
- Pay for unused sick time
- Pay for unused Vacation time
- Pay for senior Patrolman qualification-Knowledge Pay & ALS assignment pay.

b. The 2.8 multiplier will cease at 30 yrs of service. Each year after that will be calculated at 1%.

Raises:

- a. Forego the **base salary raise** of 2% scheduled for July 1, 2010.
- b. Forego the **base salary raise** of 3% scheduled for July 1, 2011.
- c. Add contract extensions of two years to current contracts.
Contract extensions will include a 2% raise on July 1, 2012 and a 3% raise on July 1, 2013.
- d. All other wages, benefits and articles provided in current contracts will remain in effect until June 30, 2014 for WPOA.

Positions:

Police Department

- a. A civilian employee (non sworn personnel) program may be implemented by The City to fill positions currently worked by patrolman. The non sworn personnel will only work in positions previously agreed upon in the WPOA contract Article 39.5. The City shall negotiate wages, benefits and working conditions with the WPOA prior to hiring any non sworn personnel that will fill positions currently worked by sworn officers.
- b. The WLSA has agreed that shift supervisor duties may be changed to make this program successful.
- c. Promotions will continue to be made as vacancies occur in accordance with current practice and WLSA positions will not be diminished for the length of this agreement.

Generic time:

1. The City of Westland ("City" hereafter) desires to offer employees the option of buying years of generic time to obtain the required years of credited service and to provide for a retirement opportunity for employees under the terms and conditions below.
2. The Westland Police Officers Association, WPOA ("Unions" hereafter) and the City have agreed to the terms and conditions to purchase years of generic time by eligible members of the bargaining unit.
3. The City and the Unions agree that any bargaining unit member may purchase up to 5 years at 5% per year purchased of the **employee's base salary** not to exceed 30 years for the initial period of 30 days, and not more than 27.5 years for the rest of the employees after that and shall be eligible to retire with the following terms and conditions:
 - a. Employees shall purchase generic years of service using monies from employee's sick and vacation payout without effect on the employees final AFC. (i.e. post AFC and pre tax). As a result, the amount of money used from the accrued sick and vacation payout, to fund the generic purchase of years, shall be included in the calculation of the AFC.
 - b. Any employee that has over 20 years of service, and who does not exceed 22.5 years of service, during this agreement shall be eligible for this program. The employees who currently have over 22.5 years or more of service at the time of this agreement is signed, between the City and the Unions, still have the opportunity to purchase up to 5 years of time during the initial opener of this program and **at that time only** for a total not to exceed thirty years. After the initial 30 day window closes, the current employees who have over 22.5 years of service shall no longer be eligible to take part in this program.
 - c. Any employee, who is eligible, that wishes to purchase up to 5 years, without exceeding 30 years, shall take the necessary steps to retire under this plan between April 5, 2010 and May 5, 2010. After May 5, 2010, any employee who has more than 22.5 years of service at the time of this agreement being signed, and who does not participate during the 30 day window, will not be eligible to participate in this program.
 - d. After this initial period for the 30 day window, any employee who comes to their 22.5 year anniversary, and who does not leave by said day, shall not be eligible to participate in this program.
 - e. No employee shall be able to retire with more than 27.5 years towards their retirement, by any combination of time, under this plan, with the exception of the initial group.

f. The payout of the employee's banks will be paid in two equal payments in accordance with the following schedule.

1. If the employee's retirement date is between July 1 and December 31 they shall receive their first payment at the time of retirement and the second payment the following year on the anniversary of their retirement.

2. If the employee's retirement date is between January 1 and June 30 they shall receive their first payment by July 31 of the year they retired and the second payment by July 31 the following year.

g. If an employee has purchased prior police or military time and purchases time under this program, the combined number shall not exceed six years.

h. Current employees who purchase generic time or have purchased past police, fire and or military time and are eligible to retire with a full service pension will receive 100% employer paid medical retirement benefits, including spouse and other dependant coverage, as a 25 year employee, including those hired after July 01, 1994. The retiree, spouse and dependant medical benefits shall be identical to those benefits in effect for the employee at the time of retirement, as specified in the CBA in effect at the time of the employee's retirement.

i. It is agreed that all bargaining unit members who are eligible will be able to participate in this generic time purchase program until the expiration of their respective bargaining unit's contract, (WPOA June 30, 2014) unless mutually agreed upon by The City and The Unions to extend the program.

j. Funds used from an employee's banks to purchase generic time shall not be eligible for annuity withdrawal from the retirement system by any employee participating in this program.

k. The employee must sign a form acceptable to the City and Union releasing the City and Union and their officials from legal claims arising due to entering into this Letter of Understanding (**excluding workers' compensation**) through the date of signing the agreement, including claims of violation of the Age Discrimination in Employment Act of 1967, as amended.

Benefit reduction for current employees

a. Current employees will no longer receive Longevity compensation after 2010.

b. A current employee, upon retirement, shall have included in the calculation of AFC the amount of longevity the employee would have received in the last three years of employment if longevity payments would have been continued in accordance with the amounts specified in the CBA in effect at the time of execution of this Letter of Understanding.

c. Current employees will receive 12 additional hours of non-cumulative personal leave with pay per year. This will be in addition to the 36 hours that exists in the current contract.

Staffing levels

The City agrees not to reduce (by layoff, termination, retirement or demotion) manpower levels below the listed staffing levels at the Police Department for the duration of this agreement and the extension period of the CBA as provided for in this agreement, as follows:

Police 76 sworn personnel 44 from WPOA and 32 from WLSA and Chief.
(Current budget is 99 sworn personnel)

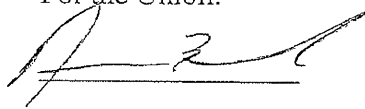
If staffing levels fall below the agreed upon numbers The City and The Union shall meet to negotiate an agreement to restore the staffing levels.

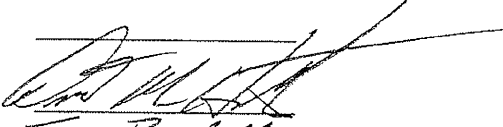
Continuation of benefits for current employees

It is agreed to by both the Employer and the Union that there shall be no changes in the pension system, pension formula, or pension requirements for employees hired prior to July1, 2010, for a minimum period of ten (10) years beginning July 1, 2010, unless mutually agreed upon by both parties.



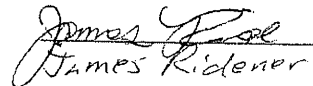
Date _____

For the Union:




for P.O.A.M.

For the City:


WILLIAM R. WILD, MAYOR

EILEEN DEHART, CITY CLERK

James Ridener Chief of Police

