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6/30/94

Kent Herbert, Director
Representing Mayor Robert J. Thomas

Department of Personnel and Operations
36601 Ford Road
Westland, Michigan 48185
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BETWEEN

THE CITY OF WESTLAND

AND

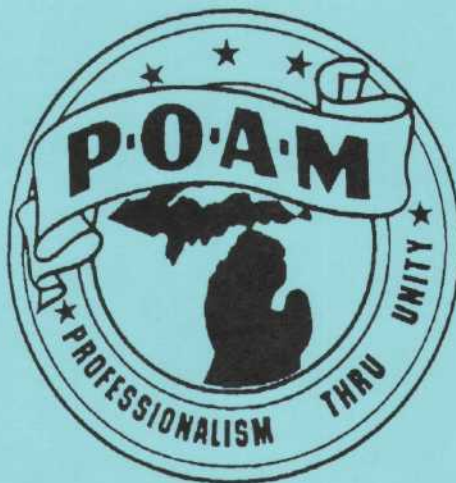
POLICE OFFICERS ASSOCIATION OF MICHIGAN

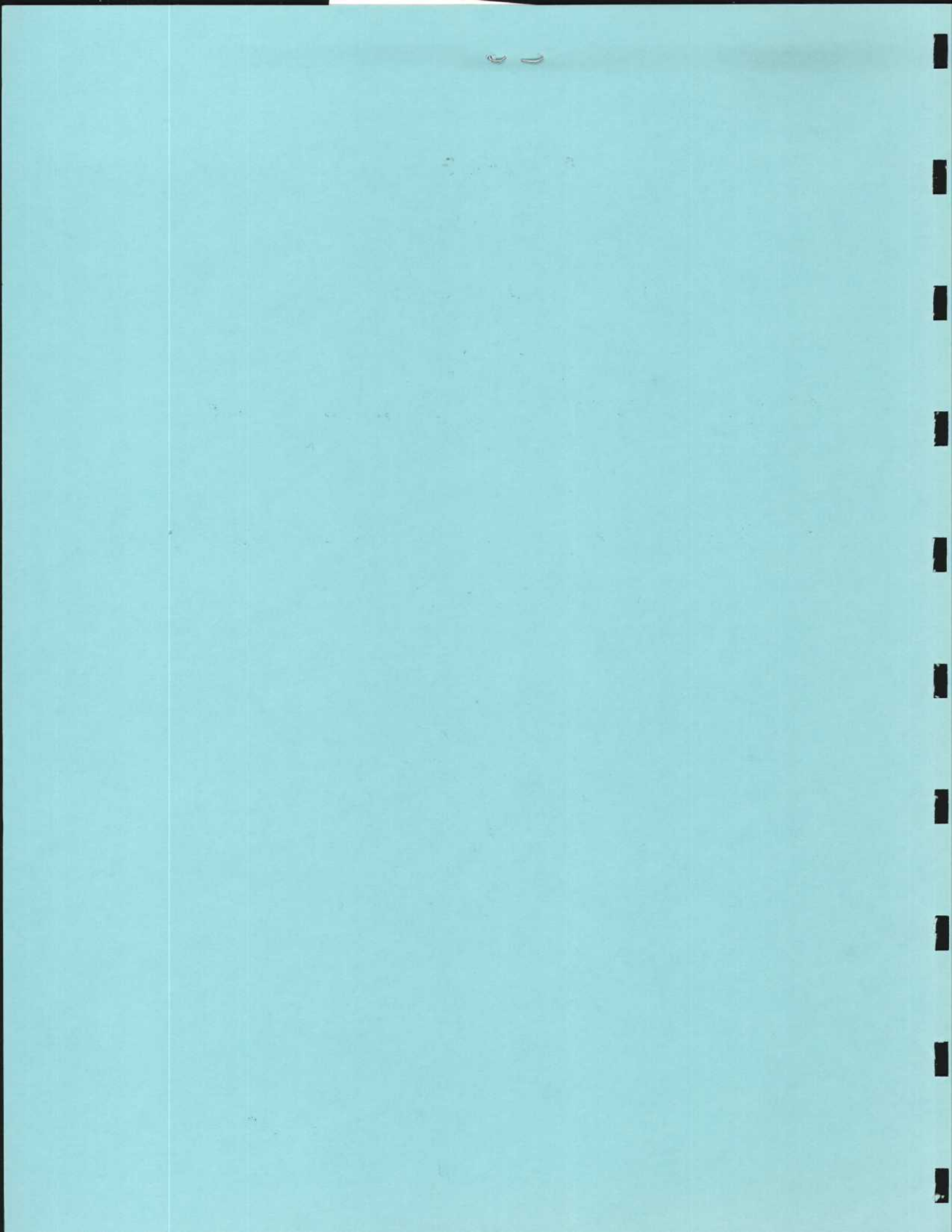
AND

THE WESTLAND POLICE OFFICERS ASSOCIATION

(ITS AFFILIATE)

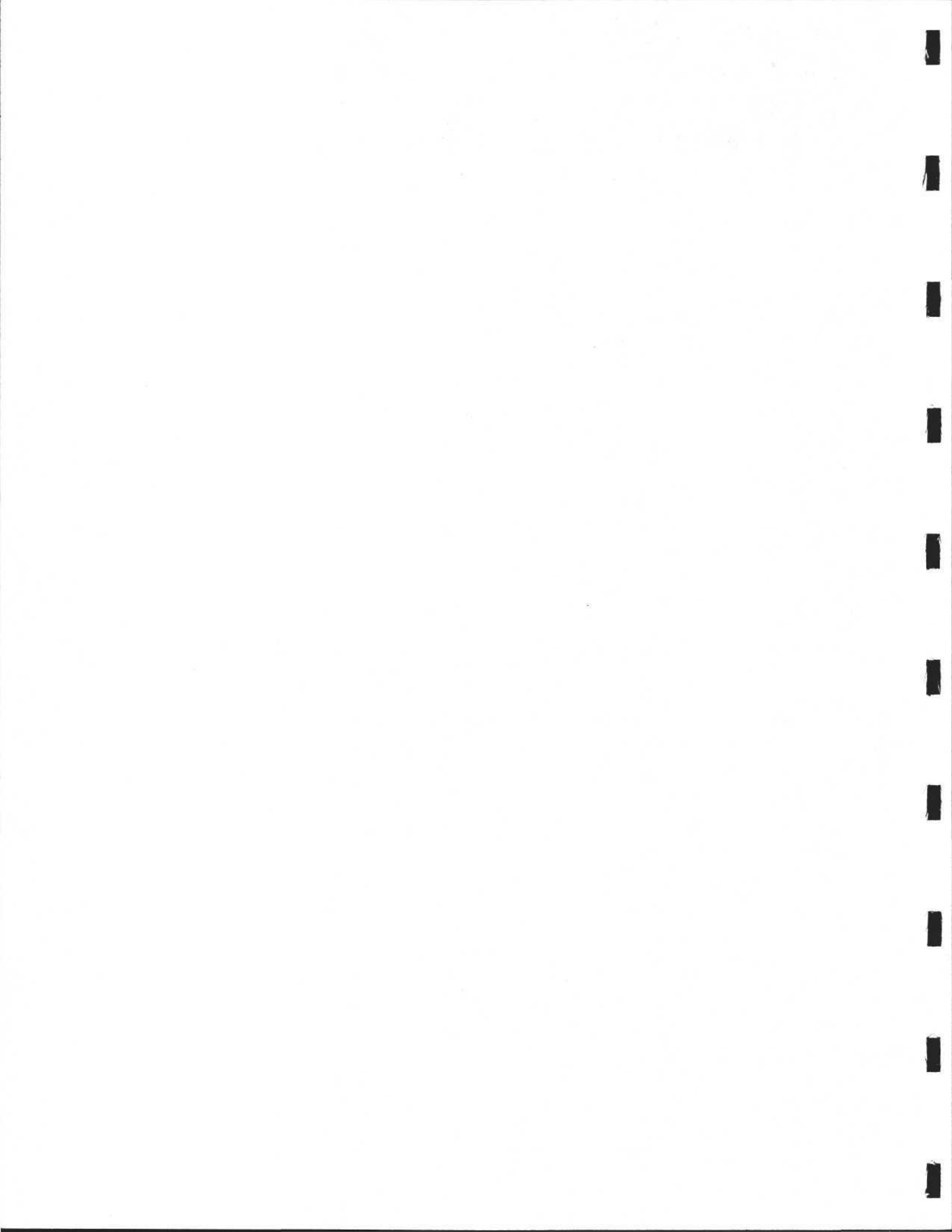
Westland, City of





AGREEMENT
BETWEEN
THE CITY OF WESTLAND
AND
THE POLICE OFFICERS ASSOCIATION OF MICHIGAN
AND
THE WESTLAND POLICE OFFICERS ASSOCIATION
(ITS AFFILIATE)

Effective July 1, 1990 through June 30, 1994



WESTLAND
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ARTICLE I
AGREEMENT

1.1: THIS AGREEMENT ENTERED INTO ON THIS _____ day of _____, 1991, 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 II
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.

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

ARTICLE III
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, excluding cadets and employees of other bargaining units. Probationary employees serve at the discretion of the City and with respect to discipline and/or discharge, probationary employees have appeal rights only, under Act 78, and not under the grievance procedure of this Agreement. 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 IV
FAIR PRACTICES

4.1: 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.

4.2: 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 V
RIGHTS OF THE UNION

5.1: 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.

5.2: 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.

5.3: 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 the provisions of this Agreement, as well as any other remedy provided for by Michigan Statutes.

ARTICLE VI
DUES DEDUCTION

6.1: 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 VII
AGENCY SHOP

7.1: To the intent that the laws of the State of Michigan permit, it is agreed that employees presently in the bargaining unit and all employees who subsequently become part of 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.

7.2: 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.

7.3: 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.

7.4: 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 VIII
REPRESENTATION

8.1: 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.

8.2: 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.

8.3: 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.

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

8.5: 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.

ARTICLE IX
EMPLOYEE'S RIGHTS

9.1: 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.

- A. If at any time, an employee is answering to an allegation(s) which may result in criminal charges being filed against him/her, the employee shall be advised of his/her rights (MIRANDA WARNING) prior to any questioning.
- B. 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.

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

9.3: 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.

9.4: 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.

9.5: 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 Worker's 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.

9.6: 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 which are included in the personnel file shall be called to the employee's attention at the time of such inclusion.

9.7: 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.

9.8: 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.

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

9.10: 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.

9.11: 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 X
UNION ACTIVITIES

10.1: 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.

10.2: 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.

10.3: 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 XI
GRIEVANCE PROCEDURE

11.1: 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.

11.2: 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.

11.3: STEP 1: Within thirty (30) 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.

- A. 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.

11.4: 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.

- A. 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.

11.5: 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.

11.6: 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.

11.7: 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 violative 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.

11.8: 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 XI. 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.

11.9: 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 XII
COPIES OF CONTRACT

12.1: 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 XIII
WAGES

13.1: Wage Schedule for Current Police Officers as of November 1, 1990:

<u>Effective</u>	<u>Start</u>	<u>6 Mos</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
7-1-90	20,794	24,495	27,758	29,624	31,477	34,994
7-1-91			28,868	30,808	32,736	36,393
7-1-92			30,022	32,040	34,045	37,848
7-1-93			31,222	33,321	35,406	39,361

For All Police Officers Hired after November 1, 1990

<u>Effective</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>
7-1-90	24,495	27,995	29,744	31,494	33,244	34,994
7-1-91	25,475	29,114	30,934	32,753	34,573	36,393
7-1-92	26,493	30,278	32,170	34,063	35,955	37,848
7-1-93	27,552	31,488	33,456	35,424	37,392	39,361

13.2: Wage Scale for All Dispatchers Hired after November 1, 1990:

<u>Effective</u>	<u>Start</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>
7-1-90	19,596	20,820	22,045	23,270	24,495
7-1-91	20,380	21,653	22,927	24,201	25,475
7-1-92	21,194	22,519	23,843	25,169	26,493
7-1-93	22,041	23,419	24,796	26,174	27,552

Dispatchers Floren, Lazosky, and Jackson all go to 5 Year step.

Remainder of dispatchers employed on November 1, 1990, effective July 1, 1990 - pay at start:

After 1st year go to 2nd Year step
After 2nd year go to 3rd Year step
After 3rd year go to 4th Year step
After 4th year go to 5th Year step

The wage scale of dispatcher hired after November 1, 1990 shall be based on the following formula:

Start	80% of the top pay of a dispatcher
After 2 Years	85% of the top pay of a dispatcher
After 3 Years	90% of the top pay of a dispatcher
After 4 Years	95% of the top pay of a dispatcher
After 5 Years	70% of the top pay of a police officer

13.3: Employees with prior patrol experience for any political subdivision of the State of Michigan will be granted one-third credit or years and months service on the above wage scale. Up to two years on the scale can be credited.

ARTICLE XIV
SHIFT PREMIUM

14.1: The City shall pay a shift premium, based on 693.3 hours, paid every four (4) months, as follows:

A. Midnight Shift/Intelligence:

Police Officers - Two Hundred Fifty (\$250.00) Dollars per year.

Dispatchers - One Hundred Seventy (\$170.00) Dollars per year.

B. Overlap Shift:

Police Officers - Three Hundred (\$300.00) Dollars per year.

Dispatchers - Two Hundred (\$200.00) Dollars per year.

C. Afternoon Shift:

Police Officers - Three Hundred Seventy-five (\$375.00) Dollars per year. Traffic shift employees who rotate between the day shift and

afternoon shift will receive one-half (1/2) the afternoon shift rate.

Dispatchers - Two Hundred Fifty (\$250.00) Dollars per year.

14.2: Shift premium shall be paid within thirty (30) days of the expiration of each four (4) month permanent shift cycle.

ARTICLE XV
LONGEVITY

15.1: Patrol officers shall receive one hundred fifty dollars (\$150.00) after completing three (3) years of service as a police officer with the City of Westland and fifty dollars (\$50.00) per year for each year of service thereafter. Payment of longevity pay shall be made as part of the first payroll in July each year. The anniversary date for the purpose of determining eligibility for longevity pay, shall be the date of appointment to the Westland Police Department.

15.2: Dispatchers shall receive one hundred five (\$105.00) dollars after completing three (3) years of service as a dispatcher with the City of Westland and thirty-five (\$35.00) dollars for each year thereafter. Payments will be in accordance with section 15.1 of this Article.

ARTICLE XVI
OVERTIME/COURT TIME

16.1: 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.

16.2: 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.

16.3: When an employee is called back for any other duty while off duty, or if the employee shall work beyond the normal eight (8) hour 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.

16.4: 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.

16.5: 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.

16.6: All employees placed on a stand-by status while off duty will be compensated at a rate of one (1) hour in compensatory time for each three (3) hour period or less, with a minimum of two (2) hours.

16.7: 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.

Each shift and the Traffic Bureau will maintain a daily, updated overtime list, which will be

available for inspection by shift personnel. Daily overtime will first be offered to officers assigned on the shift with the manpower shortage. The officer with the least credited daily overtime and the greatest seniority shall be offered the overtime assignment first, provided it does not occur on a scheduled work day. Officers not on a scheduled workday who refuse the overtime shall be charged on the daily overtime list the amount of hours as if they have worked them.

Every reasonable attempt to equalize daily overtime will be made. Hours either worked or refused will accumulate on the daily overtime list for a period not to exceed a six-month period beginning October 1 through March 31 and April 1 through September 30 of each year.

- 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. It will be offered to officers assigned to the shift in which the overtime occurs and in the same manner by which daily overtime is offered. Officers who either work or refuse unexpected scheduled overtime will have such hours credited to both the daily and scheduled overtime lists.
- 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 patrol officers or traffic bureau officers. Said assignments shall be made from the scheduled overtime lists. Assignments for scheduled overtime will be made by applying the same formula as that used in Section A and B above.
- 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 Officer's 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 16.3 (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.
- 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. Unexpected Scheduled Overtime. In the event that less than forty-eight (48) hours notice is given for an event and there is insufficient number of officers available from the shift on duty to fill the need, the following will take place.
- First contact the officers from the next shift not scheduled for duty. Example: Afternoon shall first contact officers assigned to the afternoon shift and then remaining assignments offered to personnel on the midnight shift.
- J. 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, Principle or what school Superintendent, etc...
 4. Number of officers scheduled to work. Written notice will be provided as quickly as possible to the Union.

16.8: 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.

16.9: 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.

ARTICLE XVII
EMPLOYEE INJURIES

17.1: 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.

17.2: 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.

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.

Said disability retirement shall include the continuance of the medical and life insurance plan of this and future contracts until the recalculations to normal retirement as described above or

death, which comes first providing the employee does not earn more than fifty (50%) percent of his base pay in other employment.

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 described above, shall be the obligation of the Act 345 Pension System.

17.3: 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.

17.4: In the event that a Police Officer is killed in the line of duty, his designated beneficiaries shall receive one (1) full year's benefits that are herein provided. Benefits shall include total salary, weapons qualification, clothing allowance, longevity and holiday pay. Payment is to be made to the beneficiary on regular pay days for twelve (12) months from the date of Police Officer's death.

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

ARTICLE XVIII
CLOTHING ALLOWANCE

18.1: Each officer shall receive the sum of five-hundred (\$500.00) 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.

18.2: 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.

ARTICLE XIX
WEAPONS QUALIFICATION

19.1: Payable on the first pay in September, all officers shall receive a Weapons Qualification Allowance of Three Hundred Sixty-five (\$365.00) Dollars providing the employee qualifies twice a year on a combat course, 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 present seventy (70%) percent qualifying rate will apply. The outdoor qualification will not be scheduled on weekends or holidays. The indoor range will be made reasonably accessible to all Police Officers.

19.2: 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.

19.3: 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. 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.

19.4: This Article shall not apply to Dispatchers.

ARTICLE XX
PERMANENT SHIFTS

20.1: Officers will be assigned to permanent shifts for a period not to exceed four (4) months. The cycles shall commence September 1, 1989 for a period of four (4) months thereafter. Permanent shifts shall be determined on a seniority basis with each officer being permitted for a two (2) week period beginning thirty (30) days before the start of a new four (4) month shift. The City will post schedules ten (10) days prior to the beginning of the four (4) month shift cycle.

20.2: Police Officers shall be permitted, by the approval of their respective Command Officers, to voluntarily trade work shifts or leave days on a day for day basis. Permission to trade shall not be unreasonably withheld.

20.3: Permanent shifts shall apply to the three (3) uniform patrol shifts and the uniform overlap shifts. Permanent shifts shall not apply to Dispatchers, except as provided in section 20.4.

20.4: Dispatchers Shift Bidding. If any additional dispatchers are hired by the City above and beyond their current level of three (3), after the initial shift is designated by the Chief of Police, the next shift schedule will be bid on by seniority by the dispatchers in accordance with section 20.1. Probationary dispatchers will not take place in the bid process.

20.5: Furthermore, this Agreement shall not limit the City's right to make special, emergency and/or temporary assignments with consent of officer from time-to-time based on the operating needs of the department and the interests of public safety not to exceed 30 days.

ARTICLE XXI
VACATIONS

21.1: For the purpose of computing vacation eligibility and amount, current vacations shall be earned in the preceding calendar year of January 1 through December 31, inclusive. Employees shall be allowed to carry over all vacation days in the next calendar year, except as limited by Article 21.7.

21.2: Vacations shall be earned in accordance with the following schedules:

POLICE OFFICERS

Less than 3 years	- 12 days per year
3 years but less than 7 years	- 20 days per year
7 years but less than 10 years	- 24 days per year
More than 10 years	- 28 days per year

DISPATCHERS

Less than 1 year	- 6 days per year
1 year but less than 3 years	- 12 days per year
3 years but less than five years	- 18 days per year
5 years but less than 10 years	- 20 days per year
More than 10 years	- 24 days per year

21.3: 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. From September 1 through September 15th, January 1 through January 15th and May 1 through May 15th, each officer shall draw a vacation first by rank and second by seniority in that rank for next four (4) months period, subject only to ability to maintain the highest standard of protection of City.
- B. After the date of September 15th, January 15th and May 15th, any officer may choose a vacation or

personal leave day on a first come basis, only subject to departments ability to maintain the highest standard of protection of the City welfare. Once vacation or personal days are picked and approved, they cannot be bumped by someone with more seniority.

- C. Shift Commanders will be responsible to notify the Court thirty (30) days in advance to start of vacation by written memo to Court Administrator. The Shift Commander will retain only one (1) copy of the notification.
- D. For pre-payment of vacation, a three week advance notice should be submitted to Payroll, Finance Department.

21.4: Dispatchers preference for vacation shall be administered according to Dispatch seniority.

21.5: The anniversary date of service shall be the date of appointment to the present Police Department provided the employee has not by his own volition terminated employment and returned since his original anniversary date. If such be the case, the anniversary date shall be such date as determined by the Civil Service Commission at the time of rehiring. For Dispatchers, such date shall be determined by the Employer and Union subject to the grievance procedure.

21.6: 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.

21.7: 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.

ARTICLE XXII
LAYOFFS

22.1: 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.

22.2: In the event a reduction in the work force becomes necessary for any reason and the number of patrolmen 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. The bargaining unit agrees to allow the City to increase the number of dispatchers to a maximum of nine.

ARTICLE XXIII
SENIORITY AND TRANSFERS

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

23.2: The president of the bargaining unit will receive top seniority for the purpose of shift bidding.

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

23.4: 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.

23.4: The Chief in his discretion may assign patrolmen to the Juvenile Bureau and the Intelligence Bureau for a period not to exceed two (2) years.

ARTICLE XXIV
SAFETY AND WELFARE

24.1: All officers working between 7:00 P.M. and 7:00 A.M., with the exception of the traffic bureau, shall work by the following formula:

Number of Officers On Road	Number of Two Man Cars	Number of One Man Cars
5	2	1
6	2	2
7	2	3
8	2	4
9	2	5
10	2	6
11	2	7
12	2	8
13 and above to continue the same formula		

24.2: Overlap Shift.

All cars assigned to overlap will be one man cars.

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

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

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

24.6: Under extraordinary circumstances which can be justified, the Department may exceed the formulated number of two (2) man cars at the order of the Chief or an Inspector.

24.7: 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.

24.8: Should the Department choose to have a two man car outside of the hours of 7:00 p.m. and 7:00 a.m. the option of working a two man car will be offered to the officers on the shift by seniority.

24.9: 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 eight (8) hour shift. Each vehicle, before being placed on the road, shall be provided an interior, high intensity lamp.

24.10: 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.

24.11: 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.

24.12: 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 unit, 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.

24.13: Eliminate unpaid roll call effective January 1, 1993. The department maintains the right to have roll call for which officers will be compensated at a rate of time and one-half which will be placed in their compensatory bank.

ARTICLE XXV
EDUCATION

25.1: The City shall require that employees will attend any departmental schools which the City feel are 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 reassign his leave days within twenty-eight (28) days of completion of school assignment. The City shall afford the employee seven (7) days notice of the reassignment.

25.2: The City agrees to pay tuition refund for classes that are necessary in securing an Associate's Degree, Bachelor's Degree, and/or Master's Degree in Police Science, Police Administration, 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 XXVI
SICK LEAVE

26.1: 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 and eighty (480) hours. On the second pay day in January, 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 payment date.

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

26.3: 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.

26.4: 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.

ARTICLE XXVII
FUNERAL LEAVE DAYS

27.1: 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:

27.2: In the event of a death in the immediate family, the employee shall be granted seven (7) working days with pay. Immediate family shall be defined as spouse, children, stepchildren, parents, stepparents, in-laws, and grandchildren.

27.3: An employee shall be granted five (5) working days with pay in the event of a death of brother, sister, and grandparents of the employee and his or her spouse.

27.4: An employee shall be granted two (2) working days with pay to attend the funeral of any uncle, aunt, niece, nephew, brother-in-law and/or sister-in-law.

ARTICLE XXVIII
PERSONAL LEAVE DAYS

28.1: Each officer who has accumulated one (1) year seniority shall be allowed three (3) noncumulative personal leave days with pay per year for personal business. Dispatchers who have accumulated one (1) year seniority shall be allowed two (2) non cumulative personal leave days with pay per year for personal business.

- A. These personal leave days shall not be used as an extension of vacation days.
- B. 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.
- C. Personal leave days 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 days.
- D. Personal leave days shall not be taken in less than four (4) hour increments.

ARTICLE XXIX
HOLIDAY PAY

29.1: Each officer shall receive the rate of pay as per position held, and the officer will be paid the last payday in November annually. Said paid holidays are defined as follows:

- | | |
|--------------------------|--------------------------------|
| 1. New Year's Eve Day | 8. Labor Day |
| 2. New Year's Day | 9. Veteran's Day |
| 3. Lincoln's Birthday | 10. Thanksgiving Day |
| 4. Washington's Birthday | 11. Day after Thanksgiving Day |
| 5. Easter Sunday | 12. Christmas Eve Day |
| 6. Memorial Day | 13. Christmas Day |
| 7. Independence Day | 14. Good Friday |

29.2: Each dispatcher shall receive the rate of pay as per position held, and the dispatcher will be paid the last payday in November annually. Said paid holidays are defined as follows:

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

After acquiring one (1) year of seniority, each dispatcher shall receive one (1) additional paid holiday, Easter Sunday.

ARTICLE XXX
MATERNITY LEAVE

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

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

30.3: 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 XXXI
MEDICAL AND HOSPITAL INSURANCE

31.1: Michigan Blue Cross and Blue Shield hospitalization and medical insurance MVF-2 plan coverage and benefits shall be provided by the City for all employees working for the City on January 1, 1990. All employees hired after that date shall be provided Preferred Provider Plan (PPO) coverage with the same benefit levels as the plan above. The employees will be entitled during the annual opening period to option under the MVF-2 plan by paying the difference in cost each month. The City will continue to provide HMO Plan options at no additional cost to employee.

31.2: The City agrees to extend its present hospitalization and medical services program to include Master Medical Option 2, Blue Cross and Blue Shield Drug Rider (\$3.00 deductible), and Exact Fill.

31.3: Dental coverage will provide each employee with the Delta Dental Plan - 80/20 on all level of benefits with a \$800 per year per person maximum with the Orthodontic rider at 50/50 level with a \$800 per person lifetime maximum.

31.4: All retirees who are drawing a pension, and their spouses, and dependents will be provided with the most comprehensive Blue Cross/Blue Shield Program available for retirees. The funding of this shall be by the Act 345 pension system.

31.5: If the City changes the current medical, dental and a hospital plan, at least equal coverage will be provided. Should there be any dispute an arbitrator will be chosen to decide the proper coverage.

31.6: The City shall provide the basic Blue Cross Optical Program.

ARTICLE XXXII
LIFE INSURANCE

32.1: The City agrees to pay full cost of the premium for each employee for a life and accident policy. The policy shall be \$35,000 - double indemnity for each officer and 70% of that amount for each dispatcher. The City shall provide each employee a copy of the insurance certificate. Each employee shall provide the City the name of beneficiary, and any changes of beneficiary.

32.2: Life Insurance - Retirees: The City shall provide a \$4,000 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 XXXIII
MAINTENANCE OF CONDITIONS

33.1: 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.

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

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

ARTICLE XXXIV
MANAGEMENT RIGHTS

34.1: 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.

34.2: 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.

34.3: 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.

34.4: 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.

34.5: 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 XXXV
JURY DUTY

35.1: 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 XXXVI
DISPATCHERS

36.1: The City shall have the right to hire up to nine (9) full-time civilians to perform dispatching work now performed by members of the association. Both parties agree that this association will take over duties of police and fire dispatch. It is understood that while no more than three (3) dispatchers can be on duty at one time, this does not limit the number of full time dispatchers the City may hire up to nine (9). 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.

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

36.3: 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 dispatchers 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.

36.4: In the event a unit member from the fire department is called to work the dispatch center according 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.

ARTICLE XXXVII
STRIKES AND LOCKOUTS

37.1: 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 XXXVIII
SAVINGS CLAUSE

38.1: 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 XXXIX
PENSION - POLICE OFFICERS

39.1: 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 2.5% of the average final compensation multiplied by the first twenty-five (25) 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 twenty-five (25) years. Police officers shall be permitted to receive a normal retirement after twenty-five (25) years of service, regardless of age. 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. Employees who retire after the effective date of this contract shall be entitled to a one-time adjustment to their monthly pension payment of five (5%) percent beginning the first month after completion of six (6) full years of regular retirement status.

39.2: The average final compensation (AFC) shall be computed on the best three (3) of the employees 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

39.3: The City shall permit the pension rights of each police officer to vest upon completion of ten (10) years on the job.

39.4: Commencing July 1, 1983, the Police Officer shall only be required to contribute two (2%) percent into the funds of the 345 retirement system, and the City shall contribute three (3%) percent. Beginning January 1, 1984, the City agrees to pay the five (5%) member contribution into the funds of the 345 retirement system.

39.5: Effective December 1, 1983, Police Officers who are members of the 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 PBGC index.

ARTICLE XL
PENSION - DISPATCHERS

40.1: 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. The applicable pension program shall consist of the Michigan Employees Retirement System, B-3 Plan with the following riders: FAC-3, E-2, and F-55 (15 year) Waiver.

ARTICLE XLI
PROBATION - DISPATCHERS

41.1: Dispatchers shall be on probation for the first twelve (12) months of employment. The Employer has the right to dismiss any dispatcher on probation without right of appeal. After the probationary period is completed, the employee shall be placed on the seniority list for dispatchers only.

ARTICLE XLII
FIELD TRAINING OFFICER

42.1: The position of field training officer must be held by a patrolman with at least four (4) years seniority. 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 (1) 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 to a maximum of eight (8) months. 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) day notice an FTO may invoke his seniority rights as to double car assignment for one (1) week increments.

ARTICLE XLIII
GENDER CLAUSE


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

ARTICLE XLIV
DURATION OF AGREEMENT

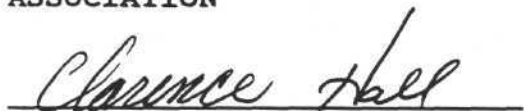
44.1: This is the sole agreement between the parties. This Agreement shall be binding upon the parties for the period of July 1, 1990 through June 30, 1994. This Agreement is fully retroactive to July 1, 1990. This Agreement may be mutually amended by the parties, and in such event, an amendment will, 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.

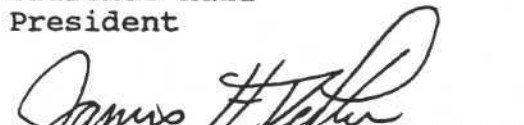
44.2: IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the day and year first written by their respective duly authorized officers and agents.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN


Kenneth E. Grabowski
Business Agent

WESTLAND POLICE OFFICERS
ASSOCIATION


Clarence Hall
President

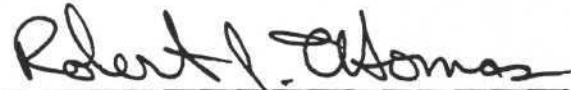

James Dexter
Vice President


David Hooper
Secretary

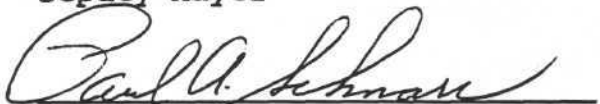

Jeffrey Gillespie
Treasurer

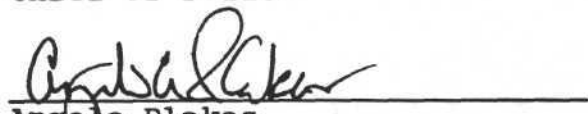

Ron Kroll
Trustee

CITY OF WESTLAND


Robert Thomas
Mayor


J. Edward Gunther
Deputy Mayor


Paul Schnarr
Chief of Police


Angelo Plakas
Labor Attorney



A. Kent Herbert
Personnel Director

LETTER OF UNDERSTANDING

CITY OF WESTLAND
AND
POLICE OFFICERS ASSOCIATION OF MICHIGAN

All parties agree that 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.

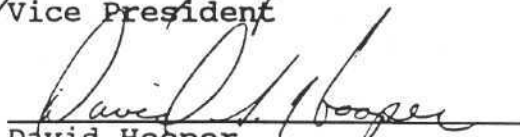
POLICE OFFICERS ASSOCIATION
OF MICHIGAN


Kenneth E. Grabowski
Business Agent

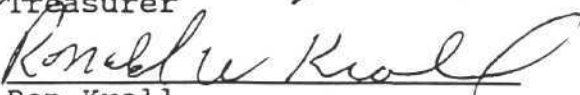
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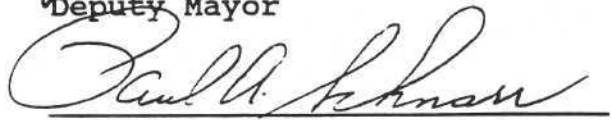

Jeffrey Gillespie
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CITY OF WESTLAND


Robert Thomas
Mayor


Edward Gunther
Deputy Mayor


Paul Schnarr
Chief of Police


Angelo Plakas
Labor Attorney


A. Kent Herbert
Personnel Director

LETTER OF CLARIFICATION

RE: Article XX, Shift Selection and
Article XXI, Vacation Selection

The following procedure shall be adhered to in Shift Selection and Vacation Selection for Westland Police Officers Association members:

1. Shift bidding shall run from the first through the seventh day in the month preceding shift change.
2. All bid sheets shall be turned in to the Chief's office on the 8th day of said month. The shift schedule shall be posted on the 15th day of said month.
3. 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.
4. 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 Chief's discretion.

RE: Article XXI, Vacations

Addition to Section 21.3:

- 21.3: E. Officers 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.

