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6/30/95

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

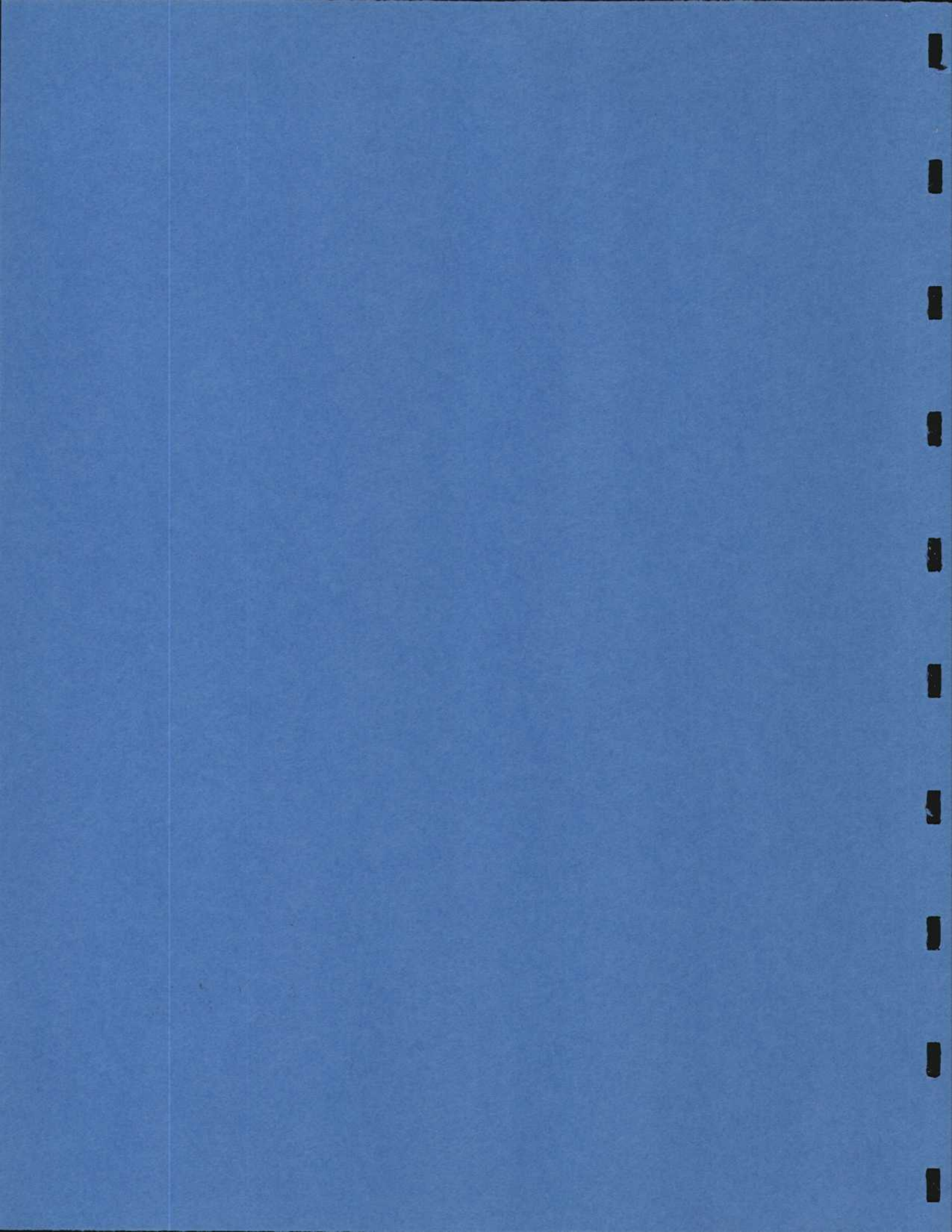
CITY OF WESTLAND

AND

WESTLAND LIEUTENANTS  
AND SERGEANTS ASSOCIATION

JULY 1, 1991 to JUNE 30, 1995

*Westland's City of*



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF WESTLAND

AND

THE WESTLAND LIEUTENANTS AND SERGEANTS ASSOCIATION

THIS AGREEMENT entered into on this 18th day of June, 1992, between the City of Westland, a Michigan Municipal Corporation (hereinafter referred to as the Employer or the City,) and the Westland Lieutenants and Sergeants Association (herein referred to as the Association).

ARTICLE 1

PURPOSE AND INTENT

1.1 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 Association, and the people of the City of Westland, and

1.2 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

1.3 WHEREAS, to these ends the Employer and the Association encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees, and

1.4 WHEREAS, it is agreed by the City and the Association that the City is legally obligated to provide equal opportunity, consideration and treatment of all members of the Association 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

1.5 WHEREAS, it is further agreed by the City and the Association that the provisions of P.A. 78 of 1935, as amended, and P.A. 379 of 1965, as amended, are incorporated by reference into this agreement to the extent that said statutes do not conflict with other provisions of this agreement.

AGREEMENT BETWEEN THE CITY OF WESTLAND  
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ARTICLE 2

COVERAGE

2.1 This agreement shall be applicable as to all employees of the Westland Police Department of the ranks of Sergeant, Lieutenant and Inspector.

ARTICLE 3

FAIR PRACTICES

3.1 The Association agrees to maintain its eligibility to represent police officers by continuing to admit 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.

3.2 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 4

RIGHTS OF THE EMPLOYER

4.1 There is reserved exclusively to the City all responsibilities, power, 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 provision of this Agreement.

4.2 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 by solely the City's right and responsibility; provided, however, the City agrees to negotiate any changes in personnel policies related to wages, terms and conditions of employment of the members of the Association.

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ARTICLE 5

RIGHTS OF THE ASSOCIATION

5.1 Pursuant to Act 379 of the Public Acts of 1965, the City hereby agrees that every employee of the City engaged in law enforcement work in the ranks of Sergeant, Lieutenant and Inspector shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection.

5.2 The City Administration, as a duly elected body exercising Governmental power under Color of Law of the State of Michigan undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any police officer in the enjoyment of any rights conferred by Act 78 and Act 379 or other Laws of Michigan or the Constitutions of Michigan and the United States, that it will not discriminate against any police officer with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the 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.

5.3 Nothing contained herein shall be construed to deny or to restrict any police officers' rights he or she may have under the Michigan Public Employee Laws, or other applicable laws.

5.4 The City specifically recognizes the right 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 6

RECOGNITION OF ASSOCIATION

6.1 Pursuant to and in accordance with all applicable provisions of Acts 78 and 379 as referred to hereinabove, the Employer does hereby recognize the Association 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, of all employees of the Police Department of the City of Westland of the ranks of Sergeant, Lieutenant and Inspector.

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ARTICLE 7

ASSOCIATION SECURITY

7.1 To the intent that the Laws of the State of Michigan permit, it is agreed that:

7.2 Employees covered by this Agreement, at the time it becomes effective and who are members of the Association at the time, shall be considered active members, and the City will continue to honor the voluntary dues deduction authorization.

7.3 Employees who are members of the Association, or who subsequently become members, will be required as a condition of continued employment to pay dues for the duration of the Agreement.

7.4 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.

7.5 Employees shall be deemed to be members of the Association within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues.

7.6 The employer shall be notified, in writing, by the Association of any member who is sixty (60) days in arrears in payment of dues and the member shall be discharged by the City.

ARTICLE 8

ASSOCIATION DUES

8.1 PAYMENT BY PAYROLL DEDUCTION-In accordance with the provisions of this Agreement relating to Association Security (See Article 7), those employees who desire to or are required to tender an initiation fee and membership dues shall be required to do so by signing a written authorization in this regard.

8.2 WHEN DEDUCTION BEGINS-Payroll deductions for the Association initiation fee and membership dues shall become effective at the time the written authorization is received by the City, and shall be deducted from the first pay of the month providing the authorization is received by the City on or before the 15th of the prior month and each month thereafter.

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8.3 IF THE EMPLOYEE HAS NO PAY COMING FOR SUCH PAY PERIOD-such dues shall be deducted from his next subsequent pay.

8.4 REMITTANCE OF DUES TO FINANCIAL OFFICER-Such deductions, accompanied by a list of the Employee's names shall be forwarded to the Association treasurer within thirty (30) days after such collection has been made.

ARTICLE 9

ASSOCIATION ACTIVITIES

9.1 BULLETIN BOARDS - A bulletin board shall be used for the purpose of displaying the activities of the Association, the bulletin board shall be in the squad room and shall be supplied by the City, the 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 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.

9.2 ASSOCIATION MEETINGS - Meetings of the Officers of the Association may be conducted at any city building, insofar as these meetings shall not disrupt the other employees from their normal work. Forty-eight (48) hours prior notice will be given to the Chief or his designated representative when the use of a city building is needed.

9.3 REQUEST TO USE EQUIPMENT AND FACILITIES - Reasonable requests for use of existing equipment and facilities will be granted to the Association by the Chief of Police. The Association agrees to pay for all materials used for its purposes, and the Association agrees to reimburse the City for any damage to equipment entrusted to its use and care.

9.4 COMPENSATING UNION REPRESENTATIVES DURING WORKING HOURS - Officers of the 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.

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9.5 At no time will officers leave their shift without supervision.

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

9.7 Any member of the Association who feels aggrieved will be afforded reasonable time, up to one (1) hour, during working hours, to file a grievance if the alleged grievance occurred during duty hours.

ARTICLE 10

WAGES

10.1 General Wage Scale: The general wage scale shall be as follows:

Effective:	<u>7/1/91</u>	<u>1/1/92</u>	<u>7/1/92</u>	<u>1/1/93</u>	<u>7/1/93</u>	<u>7/1/94</u>
Sergeant	\$41,670	\$42,398	\$44,282	\$44,471	\$46,249	17.5%*
Lieutenant	\$45,004	\$45,790	\$47,825	\$48,029	\$49,949	8.0%**
Inspector	\$48,604	\$49,453	\$51,651	\$51,871	\$53,945	8.0%***

\* Above top wage rate in non-supervisory police unit.

\*\* Above the rank of Sergeant

\*\*\* Above the rank of Lieutenant

10.2 Effective July 1, 1988, a fourteen and one-half (14 1/2%) percent differential shall be maintained between Sergeant and the top wage rate in the non-supervisory police unit. Also, an eight (8%) differential will be maintained between the rank of Sergeant and Lieutenant and between the rank of Lieutenant and Inspector.

Effective January 1, 1992, a sixteen and one-half (16 1/2%) percent differential shall be maintained between Sergeant and the top wage rate in the non-supervisory police unit. Also, an eight (8%) percent differential will be maintained between the rank of Sergeant and Lieutenant and between the rank of Lieutenant and Inspector.

Effective July 1, 1992, a seventeen (17%) percent differential shall be maintained between Sergeant and the top wage rate in the non-supervisory police unit. Also, an eight (8%) percent differential will be maintained between the rank of Sergeant and Lieutenant and between the rank of Lieutenant and Inspector.



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Effective January 1, 1993, and for the duration of this agreement, a seventeen and one-half (17 1/2%) percent differential shall be maintained between Sergeant and the top wage rate in the non-supervisory police unit. Also, an eight (8%) percent differential will be maintained between the rank of Sergeant and Lieutenant and between the rank of Lieutenant and Inspector.

10.3 Effective July 1, 1988, longevity shall be paid at the rate of Fifty (\$50.00) Dollars per year for each year of service.

10.4 One twelfth of yearly rate is paid for each full month of service over the employee's anniversary date.

10.5 All payments under this section shall be paid by separate checks on the first pay of July.

10.6 Shift Premium -- Effective January 1, 1992, the City shall pay a shift premium, based on one thousand forty (1,040) hours, paid every six (6) months as follows:

- A. Afternoon shifts starting on or after 11:00 a.m.: \$400.00 per year.
- B. Evening shifts starting on or after 6:00 p.m.: \$300.00 per year.
- C. Day shifts starting after 6:00 a.m.: no premium

10.7 Effective January 1, 1992, the employer shall recalculate the accrued sick and vacation leave days standing to each employee's credit as of December 31, 1991. Such recalculated accrued days, as multiplied by the daily rate of pay in effect on January 1, 1992, shall yield the same total dollar value when compared with the number of accrued days as multiplied by the then-existing rate of pay on December 31, 1991. For illustration purposes only, the following example is provided:

The daily wage rate for the Sergeant classification, effective January 1, 1992, as a consequence of the change in the differential, is \$163.07. The daily wage rate as of December 31, 1991 was \$160.27. Assume an employee has 50 accrued sick and vacation days. The total dollar value of the accrued days as of December 31, 1991 would be \$8,013.50. \$163.07 multiplied by 49.141 days will yield approximately \$8,013.50, which is the same dollar value as existed on December 31, 1991 for the accrued sick and vacation leave bank. The figure of 49.141 was derived by dividing the new daily rate of \$163.07 into the total dollar value of the accrued sick and vacation leave bank as of December 31, 1991, which was \$8,013.50.

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Effective January 1, 1992, the employee's accrued sick and vacation leave bank would, therefore, be recalculated from 50 days to approximately 49.141 days.

The accrued sick and vacation leave of a member will again be recalculated on July 1, 1992 and on January 1, 1993 due to the increase in the differential which takes effect on such dates. Employees shall not suffer a reduction in the total dollar value of accrued sick and vacation leave as a consequence of recalculation.

ARTICLE 11

OVERTIME

11.1 If an employee is called back while off duty for appearance in Circuit Court, Liquor Control Commission in Lincoln Park or Lansing, License Appeal Board or for testifying in any legal matter outside the City of Westland, he shall receive a minimum of four (4) hours paid 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 officer is required to use his own motor vehicle because of the unavailability of a city vehicle in any of the above situations, he shall be reimbursed at the rate of twenty (\$.20) cents a mile, plus parking expenses.

11.2 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 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.

11.3 Any employee, exchanging compensatory time for cash payment, at the prevailing hourly rate, shall do so in writing to the Chief of Police and said cash payment shall be made to the employee no later than two (2) full pay periods from the date of his/her request. The maximum compensatory time accumulation shall be one hundred twenty (120) hours. If an employee has accumulated in excess of one hundred

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twenty (120) hours, the employee shall be paid at the prevailing hourly rate in effect within two (2) full pay periods of the compensatory time exceeding the maximum of one hundred twenty (120) hours. If an employee has accumulated in excess of one hundred twenty (120) hours, the employee must submit in ten (10) hour increments for payment or take time off within thirty (30) calendar days after going over the one hundred twenty (120) hour limit. All requests for payment shall be made in increments of ten (10) hours by the employee.

11.4 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.

11.5 STAND-BY-STATUS -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.

11.6 When an employee is called back for any reason except to correct improperly completed reports, or turn in City equipment, he shall receive time and one-half (1 1/2) with a minimum of two (2) hours. If an employee works beyond his normal eight (8) hour shift, he shall be compensated at the rate of time and one-half (1 1/2) for all time over the regular eight (8) hours.

11.7 In the event an employee is required to attend any departmental school on his scheduled day off he shall change his assigned leave days; provided the employee is notified seven (7) days in advance. The employee shall receive compensatory time at their regular hourly rate of pay for travel to and from the assigned school.

11.8 EXTRADITION - 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 12

EMPLOYEE INJURIES

12.1 If an employee is unable to perform his/her regular duties as the 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 employee shall be provided with such police duties as he is capable of

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performing within the police department, upon the recommendation of the City designated doctor, provided that if the employee is presently not capable of performing any duties within the police department or the police department does not have available any duties for which the employee is capable of performing, upon the recommendation of the City designated doctor, the employee shall continue to receive an amount equal to the base salary, however, effective 1/1/93 said amount shall be recalculated as necessary to continue to provide eight-five (85%) percent of the base salary of the classification. In the event the Internal Revenue Code is hereafter amended to adversely effect the taxability of Workers' Compensation benefits, to the extent that it does, then this provision shall be adjusted proportionately from the eight-five (85%) percent to one hundred (100%) percent.

12.2 The City is not obligated to provide 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.

12.3 If an employee 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 eight-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 Workers' Compensation benefits, to the extent that it does, then this provision shall be adjusted proportionately from the eight-five (85%) percent to one hundred (100%) percent.

At the time the employee reaches what would have been his normal age and service requirements, his pension shall be recalculated according to the provisions of Act 345, and based on the actual base salary of the classification that the employee 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, 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.

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One hundred (100%) percent of the cost of the pension, including all related medical expenses for employees retiring as a result of a duty disability described above, shall be the obligation of the Act 345 pension system.

12.4 In the event that the employee 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.

12.5 In the event that an employee 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 the employee's death.

ARTICLE 13

CLOTHING ALLOWANCE

13.1 Each July 1 during the term of this Agreement, clothing allowance shall be Five Hundred (\$500) Dollars for the refurnishing, care, and maintenance of their clothing. This amount will cover loss or damage to all personal clothing or personal property.

13.2 Clothing allowance will be paid for the previous twelve (12) months service, and shall be computed at the rate of one-twelfth (1/12) of the annual amount for each month of service.

13.3 All payments under this Article shall be made by separate checks, paid on the first pay day in October of each year.

ARTICLE 14

GUN ALLOWANCE

14.1 Payable on the first pay day in September, all employees 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 the officer qualifies off duty. The present seventy (70%) percent qualifying rate

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will apply. The outdoor qualification will not be scheduled on weekends or holidays. The indoor range will be made reasonably accessible to all employees. The City shall issue each employee the department specified firearms.

14.2 The City shall replace service firearms that are deemed unserviceable by the senior range officer and shall be maintained to perfect operating condition, at the City's expense.

14.3 All payments made under the section of this Article shall be made by separate check.

14.4 Gun allowance will be paid for the previous twelve (12) months service, and shall be computed at the rate of one twelfth (1/12) of the annual amount for each month of service.

ARTICLE 15

WORK HOURS

15.1 All days or shifts shall be eight (8) straight hours, not a split shift.

15.2 Hours assigned for the pay period (paid every two (2) weeks) shall be assigned in such a manner so as not to conflict with allowing an employee one hundred and four (104) leave days per year. The work schedule shall be prepared at the Department's discretion.

15.3 Trading of Assignments - Employee's 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.

15.4 Employees assigned to the three (3) uniformed shifts and overlap shifts will be assigned to permanent shifts for a period not to exceed four (4) months per cycle. Permanent shifts shall be determined on a seniority basis with each officer being permitted to bid for shift preference. Bidding will be permitted for a two (2) week period beginning thirty (30) days before the start of the new four (4) month shift. The City will post schedules at least ten (10) days prior to the beginning of the four (4) month shift cycle.

In the event vacancies occur in the bargaining unit due to promotion, discharge, illness, or other reason, the employer shall be authorized to fill the vacancies by assignment of existing bargaining unit members to such vacancies. No more than one person per vacancy shall be moved from an existing position during a bid cycle. The

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moving of any employee from an existing position during a bid cycle shall not be deemed to create a vacancy in such position. The employer may move additional personnel, provided that the personnel are moved to shifts of greater preference under the existing shift bid.

15.5 Notwithstanding the provisions of Section 15.4, the Association agrees to work rotating shifts on the same basis and in the same manner as may be hereafter agreed to during the term of the Agreement, whether arrived at by negotiated settlement or compulsory arbitration, between the City and the non-supervisory police unit.

ARTICLE 16

VACATIONS

16.1 Eligibility and Amount -- For the purpose of computing vacation eligibility and amount, current vacation shall be earned in the preceding calendar year of January 1 through December 31, inclusive. Employees shall be allowed to carry over vacation days to the next calendar year; carrying a maximum of not more than thirty (30) days, subject to section 16.6 herein. Vacation shall be earned in accordance with the following schedule:

In effect until December 31, 1993:

More than five (5) years, but less than seven (7) years	twenty (20) days
More than seven (7) years, but less than ten (10) years	twenty-four (24) days
Ten (10) years or more	twenty-eight (28) days

Effective January 1, 1994:

More than five (5) years, but less than seven (7) years	twenty (20) days
More than seven (7) years, but less than ten (10) years	twenty-two (22) days
Ten (10) years or more	twenty-eight (28) days

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Effective January 1, 1995:

More than five (5) years, but less than seven (7) years	twenty (20) days
More than seven (7) years, but less than ten (10) years	twenty-two (22) days
More than ten (10) years, but less than fourteen (14) years	twenty-four (24) days
Fifteen (15) years or more	twenty-eight (28) days

The above vacation schedule shall apply to all members of the bargaining unit, however, Sergeant Daniel Pfannes shall, due to his level of seniority, not suffer a reduction in the rate of vacation accrual.

16.2 Employee's preferences as to time off for vacation will be considered subject only to the Department's ability to maintain the highest standard of protection of the City's welfare. Employees shall be entitled to preference, first on seniority in rank, and second, on seniority in the Department.

16.3 The anniversary date of service shall be the date of appointment to the present police department providing the employee has not of 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.

16.4 Upon separation from service, for any reason, an employee shall be paid within thirty (30) days for earned vacation. In the event of death, the employee's dependents or heirs if designated, or his estate shall be paid the vacation pay.

16.5 There will be two vacation periods, one from April 1 through September 30, one from October 1 through March 31. In each period an officer may take no more than half the time he has accumulated on January 1.



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16.6 The vacation bank shall be limited to thirty (30) days. On the second pay day in January of each year all vacation days over thirty (30) days, that have accrued as of December 31, of the preceding year, will be paid off at the prevailing hourly rate. The number of vacation days established by this agreement are effective July 1, 1988, therefore, employees shall be allowed to receive the cash equivalent for the additional days accrued as a consequence of settlement of this agreement or, in the alternative, addition of the accrued vacation days to be added to the vacation bank of each employee.

ARTICLE 17

LAYOFFS

17.1 Layoffs in the bargaining unit 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. No employee in the bargaining unit shall be laid off unless and until all employees in the police department with less department seniority are laid off first.

ARTICLE 18

SENIORITY AND VACANCIES

18.1 Seniority - Seniority shall be determined as date of hire of an employee.

18.2 Vacancies - Vacancies in the Police Department shall be filled in accordance with Act 78.

18.3 Seniority shall first be determined by rank.

18.4 Seniority in rank shall be determined by date of promotion. In the event the date of promotion is the same, the seniority in rank shall be determined by position on the eligibility list as established by the Civil Service Commission.

18.5 Seniority in rank shall be the determining criteria for any and all circumstances in which seniority is a factor.

18.6 Departmental seniority shall be determined as the date of hire of an employee.

18.7 Department seniority shall have no bearing on seniority in rank.

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ARTICLE 19

SICK LEAVE

19.1 An employee shall accumulate one (1) day per month sick leave, credited on the first day of each month. Effective July 1, 1978, each officer shall accumulate no more than two hundred (200) days in his/her sick bank. On the second pay day in January, 1979, and every year thereafter, any days in excess of two hundred (200) days, 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.

19.2 Accumulated Sick Days - In the event an employee dies, retires or resigns, he or his beneficiaries or heirs shall receive compensation within thirty (30) days in the sum equivalent of his accumulated sick leave credits at his prevailing hourly rate.

19.3 Donating Sick Days or Compensatory Time - Employees, at their discretion may donate either sick days, or compensatory time (in increments of eight (8) hours) to another employee in this bargaining unit providing they retain seven (7) sick leave days for their own use.

19.4 Pay off of sick leave hours is at one hundred (100%) percent of hourly rate if the employee retires, dies, is laid off, or terminated for any reason. This payment is payable upon termination by the employee.

19.5 Sick Time Sell Back - An employee having an excess of four hundred (400) hours of accumulated sick time, may sell back, at his or her option, accumulated sick time, up to a maximum of twelve (12) days as long as he/she declared 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 20

FUNERAL LEAVE DAYS

20.1 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.

20.2 In the event of a death in the immediate family, the employee shall be granted seven (7) calendar days with pay. Immediate family shall be defined as spouse, children, step-children, parents, step-parents, parents-in-law, step-parents-in-law and grandchildren.

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20.3 An employee shall be granted five (5) calendar days with pay in the event of the death of a brother, sister, and grandparents of the employee and his/her spouse.

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

20.5 Upon the first (1st) day of returning to work from funeral leave, an employee taking funeral leave under this Article shall be required to complete a funeral leave form to be provided by the Department, and submit same to his Shift Commander.

ARTICLE 21

PERSONAL LEAVE DAYS

21.1 An employee shall be allowed three (3) non-cumulative personal leave days with pay for personal business, with the following restrictions:

21.2 Subject to departments ability to maintain the highest standard of protection of the City welfare.

21.3 These days will not be chargeable to sick, vacation or leave days and shall be taken in the calendar year.

ARTICLE 22

LEAVES OF ABSENCE

22.1 Requesting Leave of Absence - Upon application to the Chief of the Department, a leave of absence may be granted, without pay, to employees for thirty (30) work days. Request for more than thirty (30) days may be granted by the Chief of the Department, but must be approved by the Personnel Department and Chief Executive of the City. Employees shall not accrue seniority or accrue benefits, (gun, clothing, holiday, longevity) while on leaves of absence.

22.2 Reasons for Leave - Leaves will be granted for the following reasons which are not all inclusive:

- A. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and applicable legislation, may attend a recognized University, Trade school or Technical school for a period not to exceed their seniority. Written proof of school attendance must be submitted at the expiration of each semester.

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- B. Sick Leave. Any employee known to be ill, supported by satisfactory evidence, will be granted sick leave automatically for the period equal to their seniority or two years, whichever is lesser. Upon returning from sick leave the employee must submit medical evidence of his/her ability to return to work.
- C. For National Guard duty, Army Encampments, Naval Reserve Cruises.

22.3 Returning from Leave of Absence - When returning from any leave of absence, it shall be the obligation of the employee to notify the Personnel Department that he is returning ready, willing and able to work, three (3) working days before his return to work.

22.4 Extension of Leave of Absence - Application for extension of leave of absence must be made fifteen (15) calendar days prior to the termination of the original leave of absence for extension thereof. The employer agrees to give his answer, granting or denying the request for extension five (5) calendar days before the original leave of absence expires and the answer must be in writing.

22.5 Copies of Leave of Absence - The Union will be given copies of leaves of absences when granted.

ARTICLE 23

HOLIDAY PAY

23.1 Employees shall receive the rate of pay as per position held, and to be paid by separate check the second pay day in the month of November, annually. Said paid holidays defined as follows:

- A. New Year's Day
- B. Lincoln's Birthday
- C. Washington's Birthday
- D. Easter Sunday
- E. Memorial Day
- F. Independence Day
- G. Labor Day
- H. Columbus Day
- I. Veteran's Day
- J. October 24 (Anniversary Date of the inception of the Westland Police Department)
- K. Thanksgiving Day
- L. Day after Thanksgiving Day
- M. Christmas Eve Day
- N. Christmas Day
- O. New Year's Eve Day

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ARTICLE 24

MEDICAL AND HOSPITAL INSURANCE

24.1 Hospitalization Program -- The City agrees to continue for the duration of this contract, its present hospitalization, medical and (MVF-2) surgical program, ML rider and the Blue Cross/Blue Shield drug rider three dollar (\$3.00) deductible, or the equivalent provided the Union is supplied with copies of any proposals by new carriers. In the event that the Union questions the comparability or equivalency and hospital acceptability, the plan cannot be implemented until a mutually agreed to insurance consultant arbitrates and rules that the plan is equivalent or better.

24.2 Dental Program - The City will provide the Delta Dental Program providing fifty (50%) percent of treatment cost for all Class 1 and Class 2 benefits as defined by the Delta Dental Plan, or the equivalent, provided the Union is supplied with copies of any proposals by new carriers. In the event that the Union questions the comparability or equivalency, and Doctor acceptability, the plan cannot be implemented until a mutually agreed to insurance consultant arbitrates and rules if the plan is equivalent or better.

24.3 Effective July 1, 1980, the City will provide the Delta Dental Program of 80/20 including Class 3 benefits.

24.4 Effective July 1, 1978, the City shall provide full paid Blue Cross and Blue Shield for retirees who are drawing a pension through Act 345 and their spouse. The coverage shall be the same as that which is in effect for the employee at the time of retirement subject to Section 24.6. Effective on the date of execution of this agreement, the aforesaid medical and hospital insurance coverage provided retirees and their spouse shall be extended to the dependent children of such retirees. Upon death of a retiree, coverage shall remain in effect for the spouse and dependent children until marriage or death of the surviving spouse. The funding of this provision shall be by the Act 345 Pension System.

24.5 Optical Program - The City shall provide the basic Blue/Cross optical program as presently in effect for the non-supervisory bargaining unit.

24.6 In the event the police non-supervisory bargaining unit and firefighters bargaining unit accept the Blue Cross PPO plan, it is agreed that such plan will be implemented for the Association to the same extent implemented for the non-supervisory police and firefighter bargaining unit. Any employee retiring subsequent to implementation of the Blue Cross PPO plan shall be entitled to receive the full Blue Cross and Blue Shield coverage set forth in Section 24.1 provided such retiree is drawing a pension through Act 345.

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Such full paid Blue Cross and Blue Shield coverage shall also extend to a retiree's spouse and dependent children in accordance with Section 24.4.

24.7 Employees promoted to the rank of Sergeant from the non-supervisory bargaining unit, who have been provided the Preferred Provider Plan (PPO) coverage while members of the non-supervisory unit, shall remain covered pursuant to the PPO plan, however, said employees will be entitled, during the annual opening period, to receive the hospitalization, medical and surgical program and associated riders specified in section 24.1 subject to participation in the DRI-275 deductible program.

ARTICLE 25

LIFE INSURANCE

25.1 The City agrees to pay the full cost of the premium for each employee for a life and accident insurance policy of \$35,000.00, double indemnity. The City shall provide each employee a copy of the insurance certificate. Each employee shall provide the City with the name of a beneficiary and any changes of beneficiary.

25.2 The City shall provide a \$4,000.00 life insurance benefit for retired employees payable to a beneficiary designated by the retired employee or to his estate if no beneficiary is designated.

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ARTICLE 26

EMPLOYEE'S RIGHTS

26.1 At no time shall any member of the Westland Lieutenants and Sergeants Association be required to answer to any allegation of misconduct unless said allegation(s) has been reduced to writing and the member shall be provided with a copy of the allegations and an opportunity to read same before answering any questions or making any statements regarding the allegation(s). Further at his request, the member shall have the right to representation from an Executive Board member and/or a member of the grievance committee, or an attorney of his choice, present during the time any answers are given or statements made.

- A. If at any time, a member is answering to an allegation which may result in criminal charges being filed against him/her, the Association member shall be advised of his/her rights (MIRANDA WARNING) prior to any questioning.
- B. At no time shall any member of the Westland Lieutenant and Sergeant's Association be required to take a polygraph test to prove or disprove any allegation(s) made against him/her, unless he/she so desires.

26.2 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 Association 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.

26.3 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 as police officers.

26.4 Each employee shall be covered by the applicable Workman's Compensation Law. The City further agrees that an employee being eligible for Workman's Compensation income shall receive benefits in accordance with Article 12.3.

26.5 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

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

26.6 Within a two-year period following the insertion of a letter of reprimand in the personnel file of the officer, he may ask that review be made, and unless there is substantial reason otherwise, the letter will be removed and the record of it expunged.

26.7 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.

26.8 The Police Professional Liability Insurance provided by the employer shall provide coverage as follows:

Each Person	\$ 500,000
Each Incident	\$1,000,000
Total	\$1,500,000

This coverage shall be maintained for the duration of the contract.

26.9 Effective January 1, 1984, an employee who works out of classification for more than one hundred and twenty (120) hours in one calendar year shall be compensated at the higher rate for the actual work performed over the 120 hours.

26.10 Any discussions or conversations occurring between the Association Officer and any member who has been charged with a violation of the Rules and Regulations of the Westland Police Department or charged with any contract violation, shall be privileged to the extent that the Association Officer shall not be called to testify as to said conversations in any arbitration or civil service hearing.

26.11 All supplemental reports requested by the Administration from any employee shall be deemed to have been given by the employee under all the applicable provisions of Garrity vs. New Jersey, 385 U.S. 493 (1967).

26.12 No employee of the bargaining unit shall be discharged or otherwise disciplined except for just cause.

26.13 An employee that is discharged or otherwise disciplined may file a grievance pursuant to Article 28 beginning at Step 3.

26.14 For each day an employee is called for and serves on jury duty, such employee shall be compensated at his regular rate of pay.



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ARTICLE 27

MAINTENANCE OF CONDITIONS

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

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

27.3 This Agreement shall supersede any existing rules and regulations inconsistent herewith. Rules and regulations not in direct conflict with this contract shall remain the right of the Chief of Police.

ARTICLE 28

GRIEVANCE PROCEDURES

28.1 PURPOSE: 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 police officer with a grievance to discuss the matter informally with any appropriate member of the Administration. All grievances must be filed within thirty (30) days of the alleged infraction.

28.2 DEFINITION:

- A. A "grievance" is claim based upon an event or condition which affects the conditions or circumstances under which a police officer 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.

28.3 PRESENTATION OF GRIEVANCE STEP 1: 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 of his choosing from the Executive Board and/or one member of his choosing from the grievance committee.

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28.4 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 Association grievance forms, signed by the aggrieved employee. The original shall be filed with the Shift Commander who shall date and sign for its receipt.

28.5 Within five (5) working days after the grievance is filed with the Shift Commander, they 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.

28.6 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 Executive Board and Chairman of the Grievance Committee, within five (5) days and the Chief's written disposition shall be given to the Grievant, his written disposition shall set forth reasons therefor.

28.7 STEP 4: If the grievance is still unsettled the President of the Association 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 Association. The Personnel Director or his designated representative shall give their written, dated and signed disposition of the grievance within seven (7) calendar days after such a meeting to the President of the Association.

28.8 STEP 5 - ARBITRATION: If after reviewing the grievance, the Association 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 Association, 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 Association will make a request to the American Arbitration Association. The parties will be bound by the rules and procedures of the American Arbitration Association for the selection of the Arbitrator. The arbitrator so elected will hear the matter promptly and will issue his decision no later than thirty (30) days from the date of the close of the hearings.

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The Arbitrator's decision will be in writing and will set forth his findings of facts, reasoning and conclusions on the issues submitted.

28.9 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 Association and the Grievant.

28.10 The costs of the arbitrator's services, including his expenses, shall be borne equally by the parties. Each party shall pay for its own expenses.

28.11 APPEAL TO CIVIL SERVICE COMMISSION - STEP 1: If the grievance is not adjusted at the fourth step and the employee feels 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 actions and promotions. All other items of dispute must proceed through the other steps of the grievance procedure as provided in Article 28. If appeal to the Civil Service Commission is chosen, members shall give the Civil Service Commission written notice, with a copy to the City Personnel Director, of the unadjusted grievance, on forms supplied by the Association.

28.12 STEP 2: This appeal shall take place within thirty (30) days after the member has been furnished with the written decision of the City's representative on the pre-arbitration panel.

28.13 STEP 3: In the event the Civil Service Commission does not make an adjustment of the grievance satisfactory to the member, he shall have the immediate right of appeal to the Circuit Court for Wayne County as provided under Act 78 above.

28.14 MISCELLANEOUS - A: No grievance, verbal or written, withdrawn or dropped by the member or Association or granted by the City, prior to the final step of the grievance procedure, will have any precedent value. The sentence above applies only to grievances resolved after the effective date of this contract.

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28.15 B: The Association shall have the right, through its 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 Association believes that the alleged violation affects the members of the entire bargaining unit. In such a case, the Association shall be deemed to be the grievant.

28.16 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 all parties.

28.17 D: There shall be no reprisals of any kind by the administrative personnel taken against the grievant, any party in interest or his Association representative, any member of the Grievance Committee, or any other participant in the procedure set forth herein by reason of such participation.

28.18 E. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

28.19 F: Time limits between the various steps may be waived and/or extended by mutual written agreement.

28.20 In the event that the Civil Service Commission should rule that it has no jurisdiction to hear the grievance, then the Grievant may elect to appeal that ruling to the Wayne County Circuit Court in accordance with Act 78 or in the alternative, proceed through arbitration procedure established in Step 5.

ARTICLE 29

COPIES OF THE CONTRACT

29.1 The City agrees to deliver a copy of this Agreement to each member of the Association, and agrees to provide to the President of the Association, for the Association files, a copy of all insurance policies in force and applicable to the members of the Association as governed by this Agreement.

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ARTICLE 30

MODIFICATION

30.1 The City and Association shall have the right, during the period of negotiations of this Agreement, to change, delete from and/or add to any and all of the provisions contained herein; and to add further requests for consideration during these negotiations.

ARTICLE 31

DURATION OF AGREEMENT

31.1 This is the sole agreement between the parties. This agreement shall be binding upon the parties for a period of four (4) years from July 1, 1991 to June 30, 1995.

ARTICLE 32

CITY'S RIGHTS AND RESPONSIBILITIES

32.1 It is recognized by the parties that the government and management of the City, the control and management of it's 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. 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 with the Police Department. It is further recognized that the selection and direction of the working forces including the right to hire, suspend or discharge, 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. The City agrees that it shall exercise these rights in conformity with the terms of the Agreement as they pertain hereto.

ARTICLE 33

STRIKES AND LOCKOUTS

33.1 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 lockout of employees during the term of said Agreement.

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ARTICLE 34

SAVINGS CLAUSE

34.1 If any article or section of this Agreement or any appendixes or supplements thereto should be held invalid by operation of law or by an 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 35

EDUCATION

35.1 COLLEGE COURSES - The City agrees to pay tuition refund for classes that are needed for a police administration or criminal justice degree, subject to the following conditions:

35.2 A. That the employee secures approval from the Chief prior to enrollment for said class.

35.3 B. That the employee receives a passing grade, excluding the grade of D.

35.4 However, any time off work, so that the employee can attend class, shall be at the discretion of the Chief.

35.5 Text books will be provided from the Police Department Library or purchased for the use of the employee, however, at the conclusion of said classes, the books shall be returned to the City and shall be retained at the Police Department Library.

ARTICLE 36

PENSION

36.1 The City shall provide pension benefits under a pension plan as provided and required under the terms of Act 345 of the Public Acts of Michigan, 1937, as amended, except as may be provided otherwise under Article 36 of this Agreement.

A. Both the City and the Association agree that no reductions or improvements in pension benefits, changes, or modifications thereto shall be made, negotiated, or subject to mediation or Act 312 Arbitration prior to June 30, 1995, except as provided in Section 36.13, 36.14, and 36.15 herein.

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B. No retroactivity of pension improvements shall be granted, except as provided in Sections 36.13, 36.14, and 36.15 herein.

36.2 Effective July 1, 1978, the City shall provide that the regular retirement pension payable to the retirees of the Police Department shall be 2.5 percent 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.

36.3 Effective July 1, 1978, the City shall permit the pension rights of each officer to vest upon completion of ten (10) years on the job.

36.4 A. Effective July 1, 1983, average final compensation (AFC) shall be computed to include only the following:

- A. Base Wage
- B. Longevity Pay
- C. Holiday Pay
- D. Uniform Allowance
- E. Gun Allowance
- F. Pay for unused sick leave up to 150 days
- G. Pay for unused vacation leave

B. Effective January 1, 1986, Average Final Compensation (AFC) shall mean the average of the three years of highest annual compensation received by a member during his ten years of service immediately preceding his retirement or leaving service.

36.5 ADDITIONAL SERVICE CREDIT FOR MILITARY SERVICE - In accordance with the provisions of Section 6 (1) of Act 345, additional service credit of up to four (4) years for military service prior to employment by the City may be credited to the employee's time in service for the purpose of attaining twenty-five (25) years of service, or exceeding same, regardless of the age at the time of retirement.

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36.6 RETIREMENT AT AGE 50 - If any employee elects to retire at age fifty (50), he may receive additional service credit of up to six (6) years for military service and police service prior to employment by the City, provided that the military service credit does not exceed a total of four (4) years, and provided that the prior police service credited does not exceed the difference between six (6) years and the amount of military service credited. Any previous police service time credited to the employee hereunder cannot be used in any way to increase the employee's time in service for pension purposes beyond twenty-five (25) years, and shall be used only for the express, limited purpose of enabling an employee who is fifty (50) years of age to retire with twenty-five (25) years of service, provided the employee is eligible and qualifies for the additional military service and prior police service as set forth in this section and Sections 36.8 through 36.11 inclusive, and further provided the employee terminates his employment with the City upon attaining fifty (50) years of age. Military service credit cannot exceed those amounts set forth herein, and will include that military service credit if utilized by an employee under the provisions of Section 36.5.

The provisions of Section 36.6 shall apply only to those employees who retire at age fifty (50).

36.7 RETIREMENT PRIOR TO AGE 50 - If an employee elects to retire prior to age fifty (50), he may receive additional service credit of up to six (6) years for military service and police service prior to employment by the City, provided that the military service credit does not exceed a total of four (4) years, and provided that the prior police service credited does not exceed the difference between six (6) years and the amount of military service credited. Any previous police service time credited to the employee hereunder cannot be used in any way to increase the employee's time in service for pension purposes beyond twenty-five (25) years, and shall be used only for the express, limited purpose of enabling an employee who has not attained fifty (50) years of age to achieve twenty-five (25) years of service and leave his employment with the City, provided the employee is eligible and qualifies for the additional military service and prior police service as set forth in this Section and Section 36.8 through 36.11 inclusive, and further provided the employee terminates his employment with the City upon attaining his twenty-five (25) years of service.

36.8 An employee shall not receive credit for military service unless he was in the active military service of the United States Military and not until payment is made by that employee to the retirement system of five (5%) percent of his current full-time pay for each year of service to be credited.



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36.9 An employee shall not receive credit for police service unless such service was earned as a full-time, active sworn police officer of the United States, any state or governmental subdivision or unit thereof, and not until payment is made by that employee to the retirement system of five (5%) percent of his current full-time pay for each year of service to be credited.

36.10 Military or police service shall not be creditable if it is, or would be, creditable under any other Federal, State or publicly supported retirement system.

36.11 The employee shall be obligated to pay the monies referred to in Sections 36.5, 36.6 and 36.7 at the same time as when the City pays to the employee his last check for wages and other benefits normally paid to employees upon their separation from service with the City of Westland; however, an employee may pay the monies to the City at an earlier time. Any controversy between any employee and the City that may exist at the time of final payoff as to the amounts that may be due and owing an employee at the time an employee separates from service with the City of Westland, shall not act, nor shall same be construed to act, to relieve the employee from the liability and obligation of paying the monies due the retirement system. Failure to pay the amounts due the retirement system by the employee shall act as a bar to any claims brought by the employee or his beneficiaries against the City and/or Act 345 Retirement Board and System for pension benefits for the years of military service or prior police service not paid for by the employee as required hereunder.

36.12 Members who retire on or after July 1, 1986, shall be allowed to withdraw their accumulated contributions (with interest) at retirement. Upon such withdrawal, the member's pension shall be reduced by the portion of his retirement allowance which was financed by the member'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.

36.13 Effective July 1, 1989, employees shall be permitted to receive a normal retirement after twenty-five (25) years of service, regardless of age at the time of retirement.

36.14 Effective July 1, 1989, employees may receive additional service credit by purchasing past cadet service time prior to employment as a sworn police officer with the City.

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36.15 Effective July 1, 1988, the City agrees to pay the five (5%) percent member contribution to the funds of the Act 345 Retirement System. Employees shall receive reimbursement for any such contribution withheld from pay on and after July 1, 1988. Upon separation from service an employee shall not be entitled to lump sum reimbursement of the Employer's five (5%) percent contribution.

36.16 Employee can only purchase a maximum of six (6) years of prior time, cadet time, or police time.

ARTICLE 37

PROMOTIONS

37.1 Promotional procedures established in P.A. 78 of 1935, as amended, are to be utilized for promotions affecting bargaining unit members, except as otherwise provided in Article 37.

37.2 Passing score in the promotional testing process shall be seventy (70%) percent of the combined portions of the test.

37.3 The promotional testing process shall include weight given to the components of the test as follows:

- 70% upon the written portion of the examination
- 25% upon the oral portion of the examination
- Up to 5% additional seniority credit based on 1/2% per year of service to a maximum of 5%

37.4 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 chiefs of police and public safety directors from departments other than the City of Westland.

37.5 The promotional testing process shall take place within sufficient time to maintain in effect at all times a current eligibility list.

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ARTICLE 38

INSPECTOR AND DEPUTY CHIEF CLASSIFICATION

38.1 In the event the City creates the classification of Deputy Chief, it is agreed that such position shall not be included in the bargaining unit. The position of Deputy Chief shall be a promoted position, through competitive testing, from the highest rank or ranks in the bargaining unit. It is recognized by the Association that the City intends to eliminate the rank of Inspector from the bargaining unit upon creating and filling of the Deputy Chief classification. During the term of this agreement, however, the rank of Inspector shall not be eliminated as long as said rank remains filled, provided, however, that if the employee promoted to the Deputy Chief rank causes the elimination of all Inspectors in the unit, then the Employer may eliminate the rank of Inspector from further existence in the bargaining unit.

ARTICLE 39

SPECIAL INVESTIGATION UNIT

39.1 The Employer may utilize non-bargaining unit members from the non-supervisory bargaining unit to perform duties in the special investigation unit of a self-generated origin pertaining solely and exclusively to narcotics matters and stolen car cases. The non-bargaining unit members shall be under the direct supervision of a Sergeant. The Chief of Police shall have the right to assign further duties to the non-bargaining unit individuals within the narcotics/stolen car area only.

ARTICLE 40

IRS RULINGS

40.1 The City, in cooperation with the Board of Trustees of the Retirement System and the Association, agrees to petition the Internal Revenue Service seeking a ruling to determine whether employee contributions to the pension plan constitute a defined contribution plan as a separate contract within the retirement system and to determine if a participant who elects to receive a lump sum payment attributable to all or part of contributions must include in gross income an amount determined in accordance with the Internal Revenue Code only to the extent that such amount exceeds the investment in the contract.

AGREEMENT BETWEEN THE CITY OF WESTLAND  
AND THE WESTLAND LIEUTENANTS & SERGEANTS ASSOCIATION

ARTICLE 41

DETECTIVE BUREAU

41.1 The employer may utilize non-bargaining unit members from the non-supervisory bargaining unit to perform investigatory duties with regard to misdemeanor cases. Such non-bargaining unit members from the non-supervisory bargaining unit may also be assigned to assist bargaining unit Sergeants and Lieutenants in the investigation of felony matters.

41.2: Non-bargaining unit members from the non-supervisory bargaining unit shall remain under the direction and supervision of the Sergeant classification in the Detective Bureau.

41.3: Non-bargaining unit members from the non-supervisory bargaining unit may be assigned to the Detective Bureau for periods not to exceed two years.

41.4 The Detective Bureau staffing level of Sergeants(12) and Lieutenants(2) in effect on January 1, 1992 shall be maintained during any period that non-bargaining unit members from the non-supervisory bargaining unit are utilized to perform duties and assignments as allowed in this article.

AGREEMENT BETWEEN THE CITY OF WESTLAND  
AND THE WESTLAND LIEUTENANTS & SERGEANTS ASSOCIATION

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

FOR THE CITY:

Robert J. Thomas  
Mayor Robert J. Thomas

Kent Herbert  
Kent Herbert, Director of  
Personnel

Edward Gunther  
Edward Gunther, Exec.  
Asst. to Mayor

Michael Frayer  
Michael Frayer, Chief

Michael Gorman  
Michael Gorman, Director  
of Finance

Angelo Plakas  
Angelo Plakas, Attorney

FOR THE ASSOCIATION:

Thomas Kubitsky  
Thomas Kubitsky, President

Daniel W. Harvey  
Daniel W. Harvey, Vice Pres.

Jerry Wright  
Jerry Wright, Secretary

Peter Brokas  
Peter Brokas, Treasurer

Albert George  
Albert George, Trustee

Dated: June 18, 1992



