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RICHARD C. WITHEY, Mayor
LEO A. TRAEDEK, Mayor Pro-Tem
CHARLES E. POTTER, Councilman
KENNETH F. POOL, Councilman
WILLIAM MACZUGA, Councilman



6/30/94

CITY OF WOODHAVEN
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June 14, 1991

TO: Woodhaven City Council

The following items were deleted or reduced from the Personnel Benefit Plan for the Police Chief and Deputy Police Chief.

1. Compensation: Deleted scheduled raises for the next three (3) years. Changed wording to: Compensation to be determined by the Mayor and City Council.
2. Optical reduced from \$200.00 to \$125.00 per employee.
3. All wording in reference to contract or agreement has been deleted. This is a benefit plan submitted by Mayor and Council.
4. There will be no signatures required by Mayor or Council on last page of benefit plan.

If there are any questions regarding this memo, please do not hesitate to contact me.

Richard C. Withey
Richard C. Withey
Mayor

Woodhaven City

CITY OF WOODHAVEN
PERSONNEL CODE AGREEMENT
BETWEEN THE CHIEF OF POLICE
AND
DEPUTY CHIEF

EFFECTIVE DATES:

01/01/91 to 06/30/94

This personnel code shall apply only to the Chief of Police Richard C. Foster and Deputy Chief Ernest Berry.

The authority for establishing practices and procedures, for implementing provisions within this code, and the authority for modifying or amending is the responsibility of the Mayor and Council.

A). TENURE

The positions referred to are at the will and pleasure of the Mayor and Council as set forth in the City Charter.

I. HOURS OF WORK

Normal working hours will be 8:00 a.m. to 4:00 p.m. Monday through Friday.

II. OVERTIME

No overtime payments will be available to employees covered by this code.

III. COMPENSATION

A. The annual compensation for each employment classification covered by this code is determined by the Mayor and Council to be for each budget year as follows:

Chief: Jan. 01, 1991 to June 30, 1991

\$50,000.00

Deputy Chief: Jan. 01, 1991 to June 30, 1991

\$46,000.00

Both Ranks: July 01, 1991 to June 30, 1992

3.5 % Increase

Both Ranks: July 01, 1992 to June 30, 1993

3.5 % Increase or parity to the union contracts

Both Ranks: July 01, 1993 to June 30, 1994

3.5 % Increase or parity to the union contracts

B. Longevity will be paid to individuals indicated in the introduction in the following manner:

1. \$100.00 after five years of service
2. \$ 25.00 additional each year thereafter
3. Maximum \$450.00

IV. TRANSPORTATION ALLOWANCE

An employee shall not use his privately owned vehicle for any police purpose unless requested by the City and on a voluntary basis, in which event he shall be fully protected by the City against any liability whatsoever during such times. If carrying insurance on his/her personal vehicle the individual is to provide the City with a rider covering the City. Further, the City shall reimburse the employee at the mileage rate allowed an individual taxpayer by the Internal Revenue Service for the then current tax year.

V. VACATION

Vacation for the Chief and Deputy Chief shall be frozen at 35 days vacation.

VI. COMPENSATORY TIME

- A. The Chief of Police shall not be entitled to compensatory time.
- B. The Deputy Chief shall be compensated in compensatory time for all hours worked in excess of eight (8) hours per day or twenty (20) days out of a twenty-eight (28) day calendar period. The time will be compensated at straight time with a maximum of forty (40) hours accumulated.

VIII. HOLIDAY PAY

- A. All employees holding the rank of Police Chief and Deputy Chief shall be entitled to the following holidays:
 - 1. Day before New Year's Day
 - 2. New Year's Day
 - 3. Washington's Birthday
 - 4. Good Friday
 - 5. Memorial Day
 - 6. Fourth of July
 - 7. Labor Day
 - 8. Thanksgiving Day
 - 9. Day after Thanksgiving Day
 - 10. Day before Christmas
 - 11. Christmas Day
 - 12. National Presidential Election Day
- B. Employees Birthday: On the effective date of this agreement each employee shall be entitled to a day off on his birthday without loss of pay. In the event the employee is required to work on his birthday, or if he is on an approved day off or if his birthday falls on a holiday designated under section VIII A. he shall be given a day off without loss of pay at a time which is mutually agreeable to the employee and the Mayor and Council or his designee.

IX. FUNERAL LEAVE

An employee who is absent from work to attend the funeral of his parent, child, spouse, mother-in-law, father-in-law, brother, sister, grandfather, grandmother or grandchild shall be paid at his regular rate of pay for the time lost from his regular scheduled work shift by reason of such funeral for a period of up to five (5) consecutive working days, one day being the the day of the funeral, providing the employee attends the funeral. The Mayor and Council may extend the leave at their discretion if conditions warrant.

X. TUITION AND EDUCATION

The City being aware of the value if education for employees to further increase efficient and performance of the Police Department as a whole encourages officers to obtain additional education when not on duty.

The City shall pay the cost of tuition and books upon satisfactory completion of all courses, the employee must maintain a 2.0 grade point average. To be reimbursed, the Mayor and Council must give prior approval. Such approval shall not be unreasonably denied, and proper paid receipts must be presented for the reimbursement.

XI. PAYMENT UPON SEPARATION

Whenever an employee is separated from the police department for whatever reason, said employee or beneficiary shall be paid for all banked time already earned. (ie sick time, vacation and compensatory time).

XII. SICK TIME

Employees shall be entitled to fifteen (15) days sick leave per year. It shall be used for personal illness or illness of the employee's spouse or children only and shall not accumulated beyond a total of one hundred eighty (180) days provided, however, that on retirement or resignation, the employee or his beneficiary or estate in the event of death, shall be paid for any of the unused sick days but not to exceed the accumulations allowed herein.

XIII. HOSPITAL AND MEDICAL INSURANCE

The City shall pay the total cost of Blue Cross/Blue Shield Policy or equivalent covering the entire family referred to as MFV-1 Master Medical Option #3, Semi-Private, Riders: ML, FC, SD, D45NM, Prescription Drugs \$2.00, Except where the husband of a female employee has the employee of the City equally covered through his insurance policy.

XIV. RETIREE HOSPITALIZATION-NORMAL RETIREMENT AND DUTY
PERMANENT AND TOTAL DISABILITY RETIREMENT

- A. Normal Retirement - The City shall provide the same hospitalization coverage for the Police Chief and the Deputy Chief and their spouses who retire under a Normal Police Retirement as that to active employees.
1. Employees who retire under a Normal Police Retirement who are eligible to receive any other hospitalization coverage from a subsequent employer will forfeit the City paid hospitalization during such employment.
 2. Should the spouse of the Normal Retirement retiree survive the employee, the spouse shall be allowed to continue on the City paid hospitalization plan for a maximum of five (5) years provided, however, that the spouse does not remarry during the five (5) year period.
 3. Upon a retiree or surviving spouse reaching the age of eligibility for Medicare Insurance, the retiree or their surviving spouse, whichever the case, will make application for said insurance and the City will provide supplemental hospitalization insurance. This coverage is also subject to the provisions of XIV A 2.
- B. Duty Permanent and Total Disability Retirement- The City shall provide the same family hospitalization coverage for the Police Chief and the Deputy Chief who retire under a duty Permanent and Total Disability Retirement as defined in Section 1.16 of the Retirement Plan for Employees and Policemen of the City of Woodhaven as that to active employees. Such family coverage shall continue until the time the employee would have been eligible for a Normal Retirement. At that time, the hospitalization plan will go from family coverage to employee and spouse coverage as provided in section XIV A 2 and XIV A 3.
1. Should the spouse of a Duty Permanent and Total Disability Retirement retiree survive the employee and remarry, then such spouse will forfeit City paid hospitalization.
 2. In the event of eligibility for Medicare Insurance, the retiree or their surviving spouse, whichever the case, will make application for said insurance and the City will provide the supplemental hospitalization insurance. This coverage as the spouse is also subject to the provisions of XIV A 2.

XIV. RETIREE HOSPITALIZATION - DEDUCTIONS FOR

In addition to any other contributions an employee is required to make under this Personnel Code Agreement for any benefits there shall be deducted from the base pay of each employee for Retiree Hospitalization Benefits the sum of Eight Hundred Fifty Eight and 24/100ths (\$858.24) Dollars annually. This deduction shall be made in fifty two (52) installments of Sixteen and 50/100ths (\$16.50).

Retiree Hospitalization shall only be provided to employees who retire from service in the City of Woodhaven either under Normal Retirement, Duty Disability, Non Duty Disability and Duty Permanent and Total Disability Retirement.

XV. DENTAL INSURANCE

The City shall provide the following Blue Cross Dental Insurance benefits: 100% Class I, 75% of Class II, 50% Class III with a maximum of \$1,000.00 per year per person, and 50% co-pay for orthodontia with \$1,000.00 lifetime per person benefit up to age nineteen (19).

XVI. OPTICAL

Upon presentation of a paid statement for optical services rendered, the City shall reimburse the employee for same up to and including \$200.00 per year, per family member.

XVII. LIFE INSURANCE

The City shall pay the total cost of a group life insurance policy for each employee of not less than twenty five thousand (25,000.00) dollars with double indemnity during the period in which the employee is actually employed by the City.

Employees who retire may at their option remain in the group policy at their own expense so long as they do not allow the premium to lapse beyond ninety (90) days.

XVIII. UNIFORM AND LAUNDRY ALLOWANCE

The City shall pay the following to the Police Chief and the Deputy Chief as an annual uniform and a quarterly cleaning allowance:

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

These payments shall be made quarterly and in cash to each employee covered under this code.

IXX. PENSION PLAN

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

XX. PENSION - NORMAL RETIREMENT AGE

Section 1.14 of the Retirement Plan for Employees and Policemen of the City of Woodhaven.

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

- A. After age fifty (50) and after at least ten (10) years Credited Service with the City.
- B. Normal Retirement Age to be effective May 1, 1982.

XXI. PENSION - DUTY DISABILITY

Section 1.16 of the Retirement Plan for Employees and Policemen of the City of Woodhaven.

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

XXII. PENSION - NON DUTY DISABILITY

Section 1.17 of the Retirement Plan for Employees and Policemen of the City of Woodhaven.

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

XXIII. DUTY PERMANENT AND TOTAL DISABILITY RETIREMENT BENEFIT

Section 2.4 of the Retirement Plan for Employees and Policemen of the City of Woodhaven.

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

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

XXIV. PENSION - MULTIPLIER FACTOR

Section 2.1 of the Retirement Plan for Employees and Policemen of the City of Woodhaven.

Normal Retirement Benefit: For employees in Participating Unit B, whose employment with the City is terminated by reason of Normal Retirement shall be entitled to receive, upon application therefore, a monthly Normal Retirement Benefit equal to the product of his years of Credited Service, not in excess of thirty (30) years at retirement, and two and one half (2.5%) percent of his Average Monthly Compensation.

A. Effective July 1, 1989, the employees retirement benefit will not be reduced when eligible to receive social security benefits.

XXV. PENSION - EMPLOYEE DEFINED CONTRIBUTION

Section 10.2 of the Retirement Plan for Employees and Policemen of the City of Woodhaven. Amount of Contribution: An employee's contribution shall be deducted from his regular pay by the City, and shall be in an amount to equal 2%, 5%, 7 1/2%, or 10% of base pay as the employee may elect.

XXVI. Pension - MANDATORY EMPLOYEE CONTRIBUTION

Section 10.9 of the Retirement Plan for Employees and Policemen of the City of Woodhaven.

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

In the event of the termination or expiration of this contract, the Chief of Police (Richard C. Foster) and the Deputy Chief (Ernest Berry) shall have the option to be included and take advantage of the Resolution passed by the Mayor and Council of the City of Woodhaven on February 27, 1991 allowing employees of the police department to utilize accumulated sick time to purchase additional service time, not to exceed five (5) years. However, the combination of actual service time and additional time purchased shall not exceed the total service credit of thirty (30) years allowed by ordinance.

XXVII. WORKER'S DISABILITY COMPENSATION SUBSIDY

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

XXVIII. PERSONAL LEAVE

Each employee covered under this agreement shall be entitled to three (3) personal leave days per year.

IXXX. DEATH

In case of the death of an employee in the line of duty, the city shall provide those benefits contained in Sections XIII, XIV, XVI.

XXX. SICK LEAVE INSURANCE

Weekly disability income benefit is to be an amount equal to 70% of employees basic weekly earnings to a maximum of \$250.00. The maximum benefit period is to twenty six (26) weeks with five (5) days equaling a benefit week. The elimination period is to be fourteen (14) days accident, sickness and, where applicable, pregnancy.

XXXI. In the event the Mayor and/or Council decide that the services of the Chief of Police and/or the Deputy Chief of Police are not longer needed and/or required, then the Chief of Police and/or Deputy Chief of Police shall have the right to return, if he so chooses to the rank of Lieutenant in the Command Officers Bargaining Unit.

This Personnel Code was adopted at a Regular Session of
the City Council of the City of Woodhaven on 6-18-91

Richard Withey, Mayor

Leo A. Traeder, Mayor Pro-Tem

Charles Potter, Councilman

Kenneth F. Pool, Councilman

William Maczuga, Councilman