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6/30/95  
OCT 26 1992

AGREEMENT  
BETWEEN  
CITY OF WOODHAVEN  
AND  
WOODHAVEN COMMAND OFFICERS ASSOCIATION

Effective July 1, 1992 to June 30, 1995

*Woodhaven City of*

AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF WOODHAVEN, a Municipal Corporation (hereinafter referred to as the "City") and the Woodhaven Command Officers Association (WCOA).

ARTICLE I  
PURPOSE AND INTENT

By this agreement both parties intend:

- 1.1: Mutual Interest. To promote their mutual interest, namely, the operation of the City in a manner that will further the economic well-being of the employees and of the City;
- 1.2: Harmony. To promote harmonious working relationships between the member employees, and the City and the Union;
- 1.3: Wages and Hours. To define rates of pay, wages, hours of employment, and other conditions of employment that may reasonably be anticipated;
- 1.4: Unforeseen Situations. To establish the general principals that are to govern in those situations that subsequently arise but that it is not reasonable to attempt to anticipate now by specific rules.

ARTICLE II  
UNION RECOGNITION AND REPRESENTATION

- 2.1: Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City does hereby recognize the Woodhaven Command Officers Association (WCOA) as the exclusive representative for Command Sergeants and Lieutenants of the Woodhaven City Police Department for the purposes of collective bargaining in respect to rates of pay, hours, wages, grievances and other conditions of employment. This agreement shall be applicable only to permanently assigned Command Sergeants and Lieutenants.
- 2.2: Executive Board. The Woodhaven Command Officers Association's Executive Board shall be determined by the By-Laws of the Woodhaven Command Officers Association. Union to furnish copy of by-laws and amendments as they occur.
- 2.3: Bargaining Committee. Executive Board members of the Woodhaven Command Officers Association, not to exceed two (2)

members, shall be the Union's Bargaining Committee, along with such of the representatives from the Union as it deems necessary. Substitutions may be made by the Union if necessary.

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

ARTICLE III  
GENERAL PROVISIONS

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

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

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

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

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

The City, for the protection of itself and its employees shall have the right to require members of the Police Department to submit to a physical examination upon the request of the City at

its cost. Requests to take a physical examination shall not be arbitrary or capricious.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV  
DUES AND SERVICE

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

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

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

PAYROLL DEDUCTION AUTHORIZATION

FOR THE WOODHAVEN COMMAND OFFICERS ASSOCIATION

Attn: CITY OF WOODHAVEN PAYROLL DEPARTMENT

By \_\_\_\_\_  
Last Name First Name Middle Name

Effective: \_\_\_\_\_, 19\_\_.

I hereby request and authorize you to deduct from my earnings the Union Membership initiation fee, assessments, and at least once each month, an amount established by the Union as monthly dues or service fee. The amount deducted shall be paid to the WOODHAVEN COMMAND OFFICERS ASSOCIATION. This authorization shall be irrevocable for the term of this Agreement.

\_\_\_\_\_  
Signature

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

ARTICLE V  
STRIKE PROVISIONS

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

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

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

ARTICLE VI  
GRIEVANCE REGULATIONS

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

6.2: Grievance Limitation. Grievance shall be filed within twenty (20) days of the event, occurrence or knowledge of the facts

giving rise to the grievance, except where otherwise agreed upon by both parties.

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

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

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

ARTICLE VII  
GRIEVANCE PROCEDURE

7.1: Step One - Verbal. Any employee who feels he has a grievance shall, with an Executive Board Member of the Woodhaven Command Officers Association, discuss it with the Inspector in an effort to resolve it. If the matter is not resolved by such a discussion, the issue will be reduced to writing and processed in Step Two within ten (10) working days.

7.2: Step Two - Written. Grievances shall be reduced in writing and given to the City of Police, by an Executive Board Member of the Woodhaven Command Officers Association, or the Union, outlining the nature of the complaint and the answer shall be submitted to the Union within ten (10) working days of receipt of the written grievance. Grievances not answered within the prescribed time limit shall be moved to the next step of the grievance procedure.

7.3: Step Three - Management Committee. If the grievance is not resolved within an additional TEN (10) working days, it shall be referred to the Executive Board and the Management Committee. A meeting shall be called of the Executive Board and Management Committee within fifteen (15) days from such referral at a time and place mutually agreed upon by the Union and the City.

- A. The Management Committee will consist of the Mayor and/or his/her designee, Chief of Police and the Administrative Assistant.

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

7.5: Failure of Settlement - Arbitration. If a settlement is not achieved in Step Four of the Grievance Procedure IF USED, the Union may request arbitration through the Federal Mediation and Conciliation Service or the American Arbitration Association or the Michigan Employment Relations Commissions under the applicable service arbitration policies, functions, procedures and rules.

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

7.7: Arbitrator's Authority. The power of the Arbitrator stems from this Agreement and his function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He 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 is violative of the terms of this Agreement. The decision of the Arbitrator shall be final and binding upon the City, Police Department, Union, and the Grievant.

- A. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for personal services that an employee may have recovered.
- B. The decision of the arbitrator, in any case, shall not require a retroactive wage adjustment in any other case.

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

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



ARTICLE VIII  
SENIORITY

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

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

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

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

- A. is unable to work because of sickness or injury up to two (2) years;
- B. is on leave of absence up to ninety (90) days;
- C. has rights as defined by the Universal Military Training Service Act (Public Law 51-82nd Congress).

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

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

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

8.7: Department-Wide Seniority. Seniority shall be department-wide within the Police Department, with the date of hire in the Police Department determining department seniority.

8.8: Seniority preferences. Seniority shall be the governing factor in vacation period preference and in layoffs and rehiring.

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

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

ARTICLE IX  
LEAVES OF ABSENCE

9.1: Leaves Permitted. Upon written application, written leaves of absence may be granted with the consent of the City and the Bargaining Committee. Leaves shall not be unreasonably denied.

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

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

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

Within sixty (60) days after delivery, the employee shall report to her supervisor for a determination of her ability to return to full duty. At this time, the employee shall present a medical report from her doctor indicating the appropriate date of her return to work. Notwithstanding the above, in no case may an

employee's maternity leave of absence extend six (6) months beyond the date of delivery except with the permission of the Chief of Police based upon competent medical authority.

9.4: Sick leave. Sick leaves shall be granted at no loss of seniority based on medical certificate not to exceed two (2) years.

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

9.6: Military Leave. The City and the Union recognize that the matter of a leave of a absence for an employee during the period of his military service is controlled by the applicable Universal Military Training and Service Act, as amended, and is interpreted by decisions of the courts and regulations of the Administrative Agency administering any applicable act.

- A. When on such leave and on City time, the military pay voucher shall be turned over to the City who in turn shall reimburse employee to make a full pay check. The same conditions shall apply to Section 9.7, National Guard Duty, however, in either case, quarter allowance and mileage shall not be included in reimbursement.

9.7: National Guard Leave. Employees who are members of the National Guard, Reserves, etc., shall be granted an automatic leave of absence for the purpose of attending active duty training.

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

9.9: Funeral Pay. An employee with seniority who is absent from work to attend the funeral of his or his spouse's parent, child, spouse, mother-in-law, father-in-law, brother, sister,

grandfather, grandmother, or grandchildren shall be paid his current hourly rate for the time lost from his regular scheduled work shift by reason of such funeral during a period of three (3) consecutive working days, one day being the day of the funeral, provided the employee attends the funeral. The Department Head may extend such time as in his opinion conditions warrant. The Department Head, in his discretion, may extend such time off in case of the death of persons not listed herein.

9.10: Conditions of General Leaves. An employee seeking a general leave, other than those specifically enumerated above, must make suitable arrangements for the payment of premiums for continuation of insurance and pension contributions including retiree hospitalization contributions prior to the leave being granted. Further, the employee must remain in good standing with the Association during the leave period. Seniority for the purposes of vacation and holiday pay provided in the Agreement shall not accumulate to the employee nor will other benefits be made available during extended leaves of absence, unless suitable arrangements have been made by agreement between the parties prior to taking said leave.

ARTICLE X  
HOURS OF WORK AND PAY

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

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

10.3: Overtime. Overtime pay shall be paid to employees of the Police Department for all work in excess of their regularly scheduled work day eight (8) consecutive hours per day or twenty (20) days out of a twenty-eight (28) day calendar period under the present payroll plan. Such overtime shall be paid at the rate of time and one-half the normal rate, which for the purpose of this Agreement, shall be deemed to be the base salary of such employees divided by 2,080 hours.

- A. Compensatory Time. Any time worked in excess of eight (8) hours per day or twenty (20) days out of a twenty-eight (28) days calendar period, or on any

scheduled day off, shall be compensated at the rate of time and one-half (1-1/2), cash or compensatory time, at the employee's option, except for school or on-the-job training which shall be paid at regular time. Compensatory time shall not exceed two hundred forty (240) hours during the life of this contract. No compensatory time shall be allowed if the result would be the creation of overtime. At one (1) week intervals, each employee shall designate whether they wish to be paid or use the accumulated hours as compensatory time for the next subsequent weekly period.

- B. Uniformed Command Officers will be required to accept reasonable amounts of overtime.
- C. In the event that the uniform shift lieutenant and sergeant(s) are absent from work for any reason on the same day a lieutenant will be called in to fill the vacancy.
- D. On-Call Pay. Employees shall be compensated when assigned to be on-call by the use of beepers by payment of one (1) hour compensatory time for each 16 hours on-call; provided an employee may not earn more than seven (7) hours of such compensatory time in any calendar week; and provided further that, an employee who must report to work while on-call who is paid a minimum four (4) hour show-up time shall have such four hours deducted from the compensatory time earned by that employee while on-call, juvenile lieutenant to receive 3 hours per week.

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

10.5: Changing Shifts. Members of the Union with the consent of the Chief of Police or his designee, may be permitted to change shifts, providing consent of the Chief of Police will not be arbitrarily withheld and overtime is not affected.

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

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

Split Shift	Uniform Division	8:00 PM to	4:00 AM
Day Shift	Uniform Division	7:00 AM to	3:00 PM
Afternoon Shift	Uniform Division	3:00 PM to	11:00 PM
Midnight Shift	Uniform Division	11:00 PM to	7:00 AM

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

10.8: Holiday Pay.

A. All employees holding the rank of Command Sergeant or Lieutenant shall receive one day's pay at straight time rate for the following holidays, provided, however, that in the event an employee works on such holiday, he shall be paid at the rate of time and one-half in addition to his holiday pay. Employees must work the day prior to and the day following the holiday or be on an approved off day in order to qualify for holiday pay.

- |                              |  |
|------------------------------|--|
| 1. Day before New Year's Day | 8. Labor Day                           |
| 2. New Year's Day            | 9. Veteran's Day                       |
| 3. Washington's Birthday     | 10. Thanksgiving Day                   |
| 4. Good Friday               | 11. Day before Christmas               |
| 5. Easter                    | 12. Christmas Day                      |
| 6. Memorial Day              | 13. National Presidential Election Day |
| 7. Fourth of July            |  |

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

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

10.11: Distribution of Hours. Overtime hours of work shall be rotated and distributed equally in each fiscal year among all employees in their classifications, providing they make themselves available. If no employee within the classification is available for overtime then it may be offered to the next lowest rank. Any refusal to work when contacted shall be charged against such employee in equalizing his overtime. A schedule of overtime shall be posted daily and reviewed quarterly by the Committee and the

Chief of Police. Employees shall not be required or asked to work consecutive midnight and day shifts except in cases of emergency by order of the Chief of Police. At the beginning of every fiscal year, each officer takes the position on the overtime board that he ended up with at the end of the previous year.

The Command Unit shall maintain its own overtime board. Command positions which create overtime as a result of an absence shall be filled from within the Command Unit whenever possible.

10.12: Bargaining Time. Any employee engaged in bargaining during regular working hours shall be paid his regular hourly rate.

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

10.14: 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.

ARTICLE XI  
WAGES

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

<u>Classification</u>	<u>Effective</u>	<u>Annual Salary</u>
Lieutenant	7/1/92 to 6/30/93	\$43,955.00
Command Sergeant		41,455.00

An eight hundred (\$800.00) dollar bonus is to be paid to all bargaining unit members within thirty (30) days following the signing of the contract.

Lieutenant	7/1/93 to 6/30/94	45,713.00
Command Sergeant		43,213.00
Lieutenant	7/1/94 to 6/30/95	47,542.00
Command Sergeant		45,042.00

For the hours worked on the afternoon shift, there shall be paid a premium of twenty-five (\$.25) cents per hour. For hours worked on the midnight shift, there shall be paid a premium rate of

thirty-five (\$.35) cents per hour. The City shall maintain parity between the patrol and command bargaining units.

- A. All positions above the rank of Lieutenant shall be filled by appointment of the appointing authority.

11.2: Transportation Allowance. An employee shall not use his privately owned vehicle for any police purpose unless requested by the City and on a voluntary basis, in which event he shall be fully protected by the City against any liability whatsoever during such time. 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.

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

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

ARTICLE XII  
VACATION

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

- A. The Chief of Police, or his representative, shall post an order prior to February 1, stating when officers shall be called in for summer vacation selections and June 1, for winter vacation selections.
- B. If choices are not ready when contacted, that officer's choice shall be forfeited.
- C. Seniority will prevail until all officers have been contacted.
- D. After vacations are listed, they may not be changed, without the consent of the Chief of Police.



12.2: Definition of Work. For the purpose of 12.1 a week's vacation shall be defined and consist of five (5) working days.

12.3: Length of Vacation. For employees of the Command group the amount of vacation shall be one (1) week from one (1) year to the end of three (3) years of employment, two (2) weeks of vacation shall be awarded; from the fourth (4th) year through the end of the sixth (6th) year of employment, three (3) weeks of vacation shall be awarded; from the seventh (7th) year through the end of the ninth (9th) year of employment, four (4) weeks of vacation shall be awarded; after ten (10) years of employment, five (5) weeks of vacation shall be awarded. Each employee shall receive one (1) additional vacation day for every year thereafter of service after ten (10) years of service in the Department.

- A. Lieutenants or others of the Command Officers Association who do not have the required ten (10) years of service with the Woodhaven Police Department shall not be entitled to five (5) weeks vacation, but shall be entitled to the amount of vacation listed in section 12.3 according to the length of employment with the Woodhaven Police Department.

Lieutenants having ten (10) years of service in the Police Department shall receive one (1) additional vacation day for every year thereafter years of service after ten (10) years of service in the Department.

- B. For employees of the command group who are employed or are promoted to the rank of Command Sergeant or Lieutenant on or after October 1, 1986, the amount of vacation shall be awarded as follows:

From one (1) year to the end of three (3) years of employment, one (1) week of vacation.

From the fourth (4th) year through the end of the sixth (6th) year of employment, two (2) weeks of vacation.

From the seventh (7th) year through the end of the ninth (9th) year of employment, three (3) weeks of vacation.

After ten (10) years of employment, four (4) weeks of vacation.

Any employee promoted to the Command Group who at the time of promotion is receiving up to 5 weeks of vacation shall receive six (6) weeks of vacation.

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

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

ARTICLE XIII  
SAFETY AND EDUCATION

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

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

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

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

13.5: Schooling and Training. Employees attending schools or in-service training classes shall not be required to attend if working midnights unless classes are scheduled after 3:00 p.m. Transportation and other expenses approved by the Chief of Police or his designee shall be reimbursed to the employee.

13.6: Qualification of Guns. Quarterly qualifications shall be made during the employee's regular tour of duty for service pistols. Qualifications shall be had only at ranges approved by

the Chief of Police. All weapons shall be fired at least semi-annually.

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

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

- A. A maximum of one-half (1/2) of the regular police force may shoot in a sanctioned pistol league in our area. The shooting range must be approved by the Chief of Police in advance of the shoot. Score sheets are to be forwarded to and approved by the Chief of Police.
- B. All employees in the Police Department will shoot a score of 250 (Combat Course) semi-annually. The sheets are to be scored and approved by the Chief of Police.
- C. One (1) of the two (2) teams placing in the top ten (10) at the Governor's match in Jackson shall be given preference in the national shoot.
- D. If any of the above are not complied with and met as designed, no consideration will be given even though money is available.

13.9: Tuition and Education. The City being aware of the value of education for employees to further increase efficiency 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 Chief must give prior approval, such approval shall not be unreasonably denied, and proper paid receipts must be presented for reimbursement.

ARTICLE XIV  
HEALTH AND WELFARE BENEFITS

14.1: Sick Leave. Effective July 1, 1992 all bargaining unit members shall cease to accumulate sick leave. Employees sick leave banks will be frozen at the level obtained as of July 1, 1992. All

employees shall be paid for the accumulated sick time at the rate of \$20.72 per hour banked upon retirement, resignation or death. The employee may be paid up to a maximum of one hundred eighty (180) accumulated sick days. Sick day accumulation shall be replaced by the following wage protection plan effective July 1, 1992:

- A. An employee shall receive full pay for time off work due to verifiable personal sickness or off duty accidental injury equal to a period of two (2) months for each completed year of service with the City to a maximum of twelve (12) months of coverage. Employees with less than one (1) year of service shall receive a prorated share of sick leave. The period of a leave of absence shall not count as service time with the City for purposes of determining the amount of an employee's sick time coverage. Once an employee has utilized sick time benefits, the employee has lost those benefits, and additional sick time must be earned through time worked after the employee's return from sick leave. Sick time shall not be counted as service time in rebuilding the employee's coverage.
- B. The employee shall receive full pay for time off due to personal sickness or accident without providing medical certification, not to exceed three (3) work days per incident, for up to maximum of six (6) work days per year. The employee may use other accumulated time (comp. time, personal days, vacation) to supplement this sick time. Any employee who is absent from work three (3) or less days in any contract year shall receive one bonus personal leave day to used in the following contract year.
- C. The employer reserves the right to conduct reasonable investigations regarding an employee's use of sick time including requiring the employee to be examined by a physician of the Employer's choosing. The Employer shall pay the fees for said examinations.
- D. When it has been determined that an employee has violated the spirit and intent of the Sick Time Policy, the employee shall be subject to the following provisions:

1. All payments for sick time taken in violation of its approved uses shall be ordered reimbursed or deducted from the employee's vacation bank.
  2. Violation of the sick time policy shall be ground for disciplinary action, up to and including discharge.
- E. Illness During Annual Leave. An employee who is ill for more than three (3) days while on annual leave may, upon application to the department head, have the duration of such illness charged against his sick leave reserve rather than against his annual leave. Notice of such illness must be given immediately to the department head. If requested, proof of such illness in the form of a physician's certificate shall be submitted to the department head by the employee or the department head may require an independent medical examination. The department head shall then determine whether or not such application shall be granted.
- F. Charge Against Credits. An employee may utilize his sick leave allowance for absences for the following reasons:
1. Due to personal illness or physical incapacity caused by factors over which the employee has not reasonable immediate control.
  2. Necessitated by off duty exposure to contagious disease in which the health of others would be endangered by his attendance on duty.
  3. Due to the illness of a member of his immediate family residing in the household who requires his personal care and attention, not exceeding twenty (20) sick leave days in any one (1) year. The term "immediate family" as used in this section, shall mean parents, grandparents, children, brothers, sisters or spouse of the employee.
  4. To report to the Veterans Administration for medical examinations or other purpose relating to eligibility for disability pension or medical treatment.
- G. Denial of sick time and sick leave. An employee absent for one of the reasons mentioned above shall

inform the department head immediately. Failure to call within one (1) hour from the start of his scheduled work shift may be cause for denial of sick leave with pay for that day, unless physically impossible and employee is able to substantiate same if requested by the employer.

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

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

The City shall grant sick leave to an employee for periods of illness not exceeding thirty (30) calendar days, provided that the City received a certificate from a recognized physician.

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

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

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

- I. Layoff, transfers etc. All accumulated and unused sick leave days shall be credited to any employee recalled from layoff, without break in service, or returning from a approved leave of absence. Sick time accumulated under this plan shall not be paid off upon termination of employment or retirement.
- J. Listing employee's sick time. By means of a quarterly report, the Employer shall make available to the Union and each employee the total sick and vacation time available.

- K. This plan shall replace the short term disability plan.

14.2: Hospital and Medical Insurance. The City shall pay the total cost of a Blue Cross/Blue Shield Policy or equivalent covering the entire family referred to as MFV-1 Master Medical Option #3, SemiPrivate, 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.

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

- A. Normal Retirement - Effective September 1, 1987, the City shall provide the same hospitalization coverage for all bargaining unit employees and their spouses who retire under a Normal Retirement as defined in Section 14.10 of this Agreement, as that to active employees.

1. Employees who retire under a Normal 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 14.3.A.2.

- B. Duty Permanent and Total Disability Retirement - Effective September 1, 1987, the City shall provide the same family hospitalization coverage for all bargaining unit employees who retire under a duty Permanent and Total Disability Retirement as defined under Section 14.11 of this Agreement, as that to active employees. Such family coverage shall continue until the time the employee would

have been eligible for a Normal Retirement. At that time, the hospitalization plan will go from family coverage to employee and spouse coverage as provided in section 14.3.A.2 and 14.3.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 supplemental hospitalization insurance. This coverage as to the spouse is also subject to the provisions of 14.3A2.

14.4: Retiree Hospitalization - Deductions For. In addition to any other contributions an employee is required to make under this 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 24/100th (\$858.24) Dollars annually. This deduction shall be made in fifty two (52) installments of Sixteen and 50/100ths (\$16.50) commencing on the first (1st) pay period of the first (1st) day of July of 1986 and a like sum each year thereafter during employment.

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.

14.5: 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 lifetime per person benefit up to age nineteen (19).

14.6: Optical Insurance. The City shall provide full family coverage of an optical insurance program which shall provide an examination and glasses, if needed, once very two (2) years. Such program shall be Co-Op Optical or its equivalent.

14.7: 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.



14.8: Uniform and Laundry Allowance. The City shall pay the following to each employee as an annual uniform allowance and a quarterly cleaning allowance:

<u>Uniform</u> <u>(Annual)</u>	<u>Cleaning</u> <u>(Quarterly)</u>
\$575.00	\$162.50

These payments shall be made quarterly and in cash to each employee. Each employee shall be allowed to maintain the level of five (5) complete uniforms with said uniform allowance, and the Chief, or his designate, shall conduct semi-annual inspections of uniforms and equipment of the employees.

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

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

Normal Retirement Age to be effective May 1, 1982.

14.11: 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.

14.12: 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.

14.13: 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. The City shall in the future maintain parity between the patrol and command bargaining units.

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

14.14: 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 thereof, 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. The employees retirement benefit will not be reduced when eligible to receive social security benefits.

14.15: 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.

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

14.16: 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 this 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 together with the interest on such contributions as determined under Section 10.8 of this Article.

14.17: Pension - Average Final Compensation Formula. The average final compensation (AFC) shall be computed on the best three (3) years of the employees last five (5) years of service.

14.18: Pension. On or before February 1, 1993, a member may purchase a maximum of five additional years of service to be used toward retirement; provided:

1. A member must still meet the minimum age and minimum service requirements before retirement;
2. A member shall not receive a pension benefit in excess of 75% of his average final compensation;

3. A member must use his accumulated sick time to purchase the addition service credits at a rate of 16.25 sick days for each year of service purchased.

14.19: 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 Workmen's Compensation pay. The provisions of this section shall expire after two (2) year's duration.

14.20: Personal Leave. Each employee shall be entitled to three (3) personal leave days per year. The City shall maintain parity between the patrol and command bargaining unit.

14.21: Death. In case of the death of an employee in the line of duty, the City shall provide those benefits contained in Sections 14.2, 14.3, 14.4, 14.5, 14.6 and 14.7 to the living spouse until he or she remarries, and for all children of the employee until they attain the age of eighteen (18) years.

14.22: Sick Leave Insurance. Weekly disability income benefit is to be an amount equal to 60% of employees basic weekly earnings to a maximum of \$300.00. 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.

ARTICLE XV  
POLICE OFFICER'S RIGHTS

15.1: Employees accused of violating criminal codes or ordinances will be entitled to their full rights under Federal and State Constitutions and Laws.

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

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

ARTICLE XVI  
RESIDENCY

16.1: Bargaining unit members may live within ten (10) miles of the city limit. Thereafter, the City shall maintain parity between the rank and file bargaining unit and the command unit.

ARTICLE XVII  
TERM OF AGREEMENT


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

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

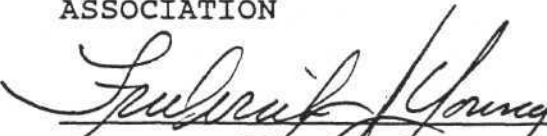


17.3: Saving Clause. This Agreement and the various parts, sentences and clauses thereof are hereby declared to be severable and if any part, sentence, paragraph, article, section or clause, is adjudged void, unconstitutional or invalid, the same shall not affect the validity of this Agreement as a whole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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 26<sup>th</sup> day of October, 1992.

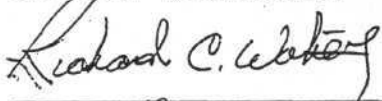
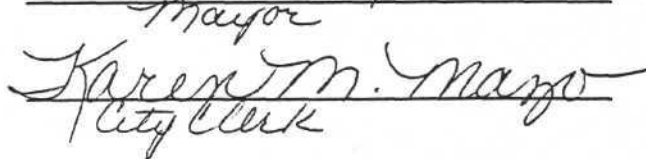
COMMAND OFFICERS ASSOCIATION  
OF MICHIGAN

  
Richard Ringer  
Business Agent

WOODHAVEN COMMAND OFFICERS  
ASSOCIATION

CITY OF WOODHAVEN

  
Mayor  
  
City Clerk