

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**CITY OF WESTLAND**

**AND THE**

**WESTLAND LIEUTENANTS AND SERGEANTS ASSOCIATION**

**FOR THE PERIOD OF**

**MAY 1, 2023 TO DECEMBER 31, 2027**

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This Agreement is entered into on this 5th day of June, 2023, 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 (hereinafter referred to as the Association), and shall cover the period from January 1, 2020 to December 31, 2023.

## **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.

## **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 Deputy Chief.

## **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 provisions of this Agreement.

It is further recognized that the responsibility of Management of the City, selection and direction of the working forces, including the right to hire, suspend or discharge for cause, assign, promote or transfer, to determine the hours of work, to relieve employees from duty because of 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 herein, and shall not exercise these rights in conflict with the terms of this Agreement. The City agrees to negotiate any changes in personnel policies related to wages, terms and conditions of employment of the members of the Association.

4.2 The City has the right to control and manage operations which includes the right to determine staffing levels in the WLSA.

#### **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 Deputy Chief 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 the employee's membership in the Association, the employee's participation in any activities of the Association or collective professional negotiations with the City Administration, or its designated representative(s), or the employee's 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 officer's rights the police officer 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.

5.5 The City specifically recognizes the right of its employees appropriately to invoke the assistance of the State of Michigan Mediation Board or a mediator from such public agency, or 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 Deputy Chief.

## **ARTICLE 7 - ASSOCIATION SECURITY**

7.1 To the extent 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.

8.3 IF THE EMPLOYEE HAS NO PAY COMING FOR SUCH PAY PERIOD – such dues shall be deducted from the employee's next subsequent pay.

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

#### **ARTICLE 9 - ASSOCIATION ACTIVITIES**

9.1 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 the Chief's designated representative when the use of a city building is needed.

9.2 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.

9.3 COMPENSATING UNION REPRESENTATIVES DURING WORKING HOURS – Officers of the Association shall have or be afforded reasonable time, as determined by the Chief or the Chief's representative during working hours without loss of time or money to fulfill their Association responsibilities, including negotiations with the City, processing grievances and administration and enforcement of this Agreement.

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

9.5 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 ½) 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:

<b>EFFECTIVE</b>	<b>SERGEANT &lt; 1 YR</b>	<b>SERGEANT &gt; 1 YR</b>	<b>LIEUTENANT</b>	<b>DEPUTY CHIEF</b>
Upon Ratification	\$87,750	\$93,750	\$102,187.50	\$111,384.38

10.2 A twenty-five (25%) percent differential shall be maintained between a Sergeant, 1 year in rank, and the highest base wage rate in the non-supervisory police unit for all command officers promoted prior to ratification of this Agreement. As of January 1, 2027 the twenty-five (25%) differential will revert back to twenty-eight (28%) percent. The differential between a Sergeant, less than 1 year in rank and the highest base wage rate in the non-supervisory police unit shall be seventeen (17%) percent. As of January 1, 2027 the seventeen (17%) percent differential will revert back to twenty (20%) percent. A minimum of nine percent (9%) differential will be maintained between the rank of Sergeant and Lieutenant and between the rank of Lieutenant and Deputy Chief. These differentials are controlling over the wages contained in section 10.1.

10.3 Shift premium shall be paid to Association members assigned to shifts as follows:

1. Members assigned to shifts starting from 11 a.m. up to 7 p.m. are to be paid \$250.00 every four (4) months (shift cycle).
2. Members assigned to shifts starting from 6 p.m. up to 5 a.m. are to be paid \$300.00 every four (4) months (shift cycle).
- c. Supervisors will be assigned to the same shift system as those Police Officers they supervise.
- d. Payments for shift premiums shall be paid within thirty days of the expiration of each four-month shift period.

10.4 Senior Knowledge Bonus

A. Employees who have completed four (4) years of departmental service, as of March 31st of the current calendar year will be eligible to take a senior command knowledge test. Employees must register to take the test by January 20th of that year. The test shall be administered in February of each year. If the test is not administered in February of that calendar year, all eligible registered employees will have their certification extended one additional year. The categories of the test shall be as follows:

1. Local ordinances
2. State law
3. Rules and regulations of the police department
4. Policies/procedures
5. Supervisory principles
6. Municipal government issues

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

C. The Chief and the Chief's Cadre will be responsible for the development of these written tests. The Union will be allowed input into the test to assure that the test requirements are job-related and fair.

D. The annual payment shall be \$4,500 for those qualifying officers who has completed 4 years of department service. . . Payment represents the amount of compensation for the year beginning April 1st and is earned pro-rata by completed months of service. Employees who retire from the bargaining unit with 25 years of credited service prior to the completion of the year ended March 31st shall not have any monies deducted from unearned monthly credits.. Employees who leave for any other reason will have said monies deducted. Payment of the qualification allowance will be made on the second payday of the month of April.

#### **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, the employee 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 ½), whichever is greater. Time shall be computed from when the employee checks into the station upon arrival and when the employee checks back upon return. In the event that the officer is required to use the employee's own motor vehicle because of the unavailability of a city vehicle in any of the above situations, the employee 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, the employee 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 ½), whichever is greater. However, any employee appearing in Court immediately preceding the employee's normal shift by one hour or less, shall be paid one (1) hour at time and one-half (1 ½), and any employee appearing during regular duty hours shall be paid at the rate of time and one-half (1 ½), if required to stay beyond the employee's regular shift.

11.3 A. Any employee, exchanging compensatory time for cash payment, at the prevailing hourly rate, shall do so in writing to the Chief of Police. Said cash payment shall be made to the employee no later than two full pay periods from the date of the employee's request. Command officers with the City shall have a maximum compensatory time accumulation limit of one-hundred sixty (160) hours. Any employee who has accumulated in excess of the limit shall be paid at the prevailing hourly rate in effect within two full pay periods for all compensatory time exceeding the 160-hour maximums. All requests for payment shall be made in increments of ten hours.



11.3 B. Special Assignment Compensatory Bank. For special operations, all employees may work in lieu of regular payment or regular compensatory for special compensatory time. This special compensatory time shall be earned at the rate of 1.5 times the number of hours actually worked. This special overtime shall not exceed a bank of 100 hours at the end of any four month shift period. Special compensatory time shall be taken off on an hour-for-hour basis. Any special compensatory time in excess of 100 hours at the end of any pay cycle will be transferred to the employee's regular comp time bank. For hours at assigned training, employees shall receive time and one half in time owed.

11.4 In the event an employee dies, retires, or resigns, or is discharged, the employee's beneficiaries or heirs shall receive compensation in the sum equivalent of employee's accumulated compensatory time at employee's 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 to correct improperly completed reports, a mutual aid incident, or to turn in City equipment, the employee shall receive time and one-half with a minimum of three hours; provided that a SWAT assignment shall be at a minimum of two hours. If an employee works beyond employee's normal shift, employee shall be compensated at the rate of time and one-half for all time over the regular shift hours. Employees called back while off duty to work a mutual aid incident shall be compensated at a double time rate for all hours assigned to work the mutual aid incident, and shall be paid for a minimum of three hours. Time shall be compensated when the employee checks into the station upon arrival until dismissal from such assignment.

11.7 In the event an employee is required to attend any departmental school on employee's scheduled day off employee shall change said assigned leave days; provided the employee is notified seven (7) days in advance. The employee shall receive compensatory time at the regular hourly rate of pay for travel to and from the assigned school. In the event an employee is required to attend any departmental school or training on a leave day, the employee shall be compensated at the rate of time and one half (1-1/2) for each hour of school or training, and 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.

11.9 Upon completion of an overtime assignment employees shall receive a rest period of six hours commencing with the completion of the overtime assignment. In the event the rest period overlaps the employee's next regularly scheduled work day, the employee shall suffer no loss of straight time pay normally earned.

## ARTICLE 12 - EMPLOYEE INJURIES

12.1 If an employee is unable to perform their 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 the employee's oath of office, the employee shall be provided with such police duties as employee is capable of 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 percent (85%) of the base salary of the classification. Effective 3/17/2008, said 85% supplemental pay shall be in effect for only the first two years that the employee is off with the injury, and it shall thereafter be discontinued. 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 eighty-five percent (85%) to one hundred percent (100%).

12.2 A. 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.

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

12.3 If an employee retires under the duty disability provisions of Act 345, the employee shall receive a pension equal to the base salary the employee received as an active member of the department. Said pension shall be recalculated as necessary to continue to provide a retired member eighty-five percent (85%) of the base pay of the classification from which the employee retired until the employee meets what would have been their 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 eighty-five percent (85%) to one hundred percent (100%).

At the time the employee reaches what would have been the employee's normal age and service requirements, the employee's 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 percent (50%) of the employee's base pay in other employment. In the event the employee earns more than fifty

percent (50%) of the employee's base pay, there will be a dollar-for-dollar offset for all earnings over fifty percent (50%).

One hundred percent (100%) 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 the employee's medical condition, the employee can elect to obtain a medical opinion from some other doctor at the employee's 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, employee's designated beneficiaries shall receive one (1) full year's benefits that are herein provided. Benefits shall include total salary, weapons qualification, clothing allowance, Knowledge and Education 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 Command officers shall receive the sum of two thousand five hundred dollars (\$2,500) on the first payday of October by separate check for the refurnishing care, and maintenance of their clothing. This amount will cover loss or damage to all personal clothing or personal property. The amount will increase as provided to POAM members.

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 payday in October of each year.

#### **ARTICLE 14 - WEAPONS QUALIFICATION**

14.1 Payable on the first pay in September, all officers shall receive a Weapons Qualification Allowance providing the employees qualifies twice a year; qualifications may include qualifying on an inside range and an outdoor combat range or both qualifications may be held on an inside range as circumstances dictate. Qualifications shall not be scheduled on weekends or holidays. The indoor range shall be made reasonably accessible to all officers. If an officer is required to qualify while off duty, the officer shall be compensated at the rate of time and one half for any hours beyond the eighty (80) hours scheduled in the pay period.

Command officers, shall receive \$1,250  
The amount will increase as provided to POAM members.

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

14.3 The department issued weapon shall be as determined by the Police Chief and as approved through the City's budget process. Exception can be made for officers on assignment who could be issued other departmental authorized weapons, or officers could carry their personal authorized weapons. The City shall purchase all ammunition for qualification and duty use.

## **ARTICLE 15 - WORK HOURS**

15.1 All days or shifts shall be eight (8) straight hours or twelve (12) 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 – Employees 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 Command Officers assigned to the two uniform shifts and overlap shifts will be assigned to permanent shifts for a period not to exceed four (4) months. The cycles shall commence on February 1st, June 1st, and October 1st. Permanent shifts shall be determined based on seniority within the WLSA with each officer being permitted to bid from the first through the seventh day in the month preceding shift change. All bid sheets shall be turned in to the Chief's office on the 8th day of said month. The shift schedule shall be posted on the 15th day of said month. If a WLSA member is going to be absent (vacation, illness, etc.) during the shift selection period, it shall be the employee's responsibility to make their immediate Supervisor aware of the employee's shift preference. Failure to do so will result in the WLSA member being assigned at the Chief's discretion.

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 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. A newly promoted supervisor will be considered "probationary" for 6 months in accordance with Act 78. During that time plus an additional 6 months, the Chief will have right of assignment in order to facilitate their training and evaluation.

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 two-hundred forty (240) hours, subject to section 16.6 herein. Annual Vacation time shall be earned in accordance with the following schedule:

<u>Years of Service</u>	<u>Hire Date Prior to July 1, 2014</u>	<u>Hire Date On or after July 1, 2014</u>
Less than seven (7) years	160 hours	132 hours
7 – 10 years	192 hours	168 hours
More than ten (10) years	288 hours	260 hours

The above vacation schedule shall apply to all members of the bargaining unit.

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, then by, 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 their own volition terminated employment and returned since the employee's 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 except retirement, 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 the employee's estate shall be paid the vacation pay. Separation from service due to retirement, an employee will be paid out for earned vacation & sick in accordance with the City's Vacation & Sick payout policy which abides by IRS Regulations. For the purpose of this article, "retirement" shall be defined as an employee who leaves the City and who is vested as outlined in Article 36.6.

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

16.6 The vacation bank shall be limited to two-hundred forty (240) hours. On the second pay in January of each year all vacation hours over the 240 hour limit that have accrued as of December 31, of the preceding year, will be paid off at the prevailing hourly rate. Effective upon ratification of this agreement, said payment shall be made on the first pay of February.

## **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.

#### **ARTICLE 19 - SICK LEAVE**

19.1 , Employees shall accumulate eighteen (18) hours per month sick leave, credited on the first day of each month. In the event that an employee is off work on sick leave on a given day, the employee shall be off work for the balance of the employee's scheduled shift. Each officer shall accumulate no more than the limit of sixteen hundred (1600) hours in their sick bank. On the first pay in February each year, any hours in excess of the sixteen hundred hour limit, as calculated as of January 1, shall be paid to the employee at the prevailing hourly rate at one hundred (100%) percent of the employee's pay as of payment date.

19.2 Accumulated Sick Days – Upon separation from service, for any reason except retirement, the employee's beneficiaries or heirs shall receive compensation within thirty (30) days in the sum equivalent of the employee's accumulated sick leave credits at the employee's prevailing hourly rate. Separation from service due to retirement, an employee will be paid out for earned vacation & sick in accordance with the City's Vacation & Sick payout policy which abides by IRS Regulations. For the purpose of this article, "retirement" shall be defined as an employee who leaves the City and who is vested as outlined in Article 36.6.

19.3 Employees, at their discretion, may donate either sick days or compensatory days (in increments of eight (8) hours) to another employee in this bargaining group, provided: 1) the employee receiving donated time must have 56 or less hours in the employee's sick bank; 2) time is being donated to an employee for whom an illness has been verified and supported by medical documentation; 3) the donated sick or compensatory days are not included in any calculations of

average final compensation used to determine retirement or pension benefits; and 4) the employee donating time retains a minimum of fifty-six (56) hours sick leave 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 employee's option, sick time earned in the previous year, not to go below 400 hours of accumulated sick time. In addition an employee may sell back 25% of the amount earned in the previous year, not to go below 400 hours of accumulated sick time. An employee desiring to sell back sick time under this section must declare their intention by November 1. The accumulated sick time sold back to the city shall be paid the first pay of December, at the then prevailing hourly rate.

19.6 Employees who use 48 hours or less of sick leave in a calendar year (January 1 through December 31) shall be credited with an additional 48 hours of vacation time, which will be added to their vacation bank on January 1st of the following calendar year. For purposes of this section, donations pursuant to section 19.3 and "sell back" pursuant to section 19.5 shall not be considered the "use" of sick time.

## **ARTICLE 20 - BEREAVEMENT**

20.1 Upon notification to the Chief or the Chief's designee, 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:

a. In the event of a death in the immediate family, the employee shall be granted eighty-four (84) working hours off with pay. Immediate family shall be defined as spouse, children, stepchildren, parents, stepparents, brother, sister, parents-in-law and grandchildren.

b. Intentionally Left Blank

c. An employee shall be granted twenty-four (24) working hours off for the death of any uncle, aunt, niece, nephew, brother-in-law, or sister-in-law, grandparent of the employee or spouse.

## **ARTICLE 21 - PERSONAL LEAVE DAYS**

21.1 Effective January 1, 2015, all officers hired prior to July 1, 2014 shall receive eighty-four (84) hours of non-cumulative personal leave with pay per year and all officers hired on or after July 1, 2014 shall receive seventy-two (72) hours of non-cumulative personal leave with pay per year for personal business.

21.2 An employee shall be granted pay for personal business, with the following restrictions:

- A. These personal leave hours shall not be used as an extension of vacation days.
- B. Personal leave shall be granted by the Department subject to department's ability to maintain the highest standard of protection of the City welfare.
- C. Personal leave days shall not be taken in less than four (4) hour increments.

## **ARTICLE 22 - LEAVES OF ABSENCE & FAMILY MEDICAL LEAVE ACT**

The City will comply with the federal Family Medical Leave Act currently in effect and as it may be amended from time to time.

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) work 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.
- 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 the employee's 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 employee is returning ready, willing and able to work, three (3) working days before the employee's 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 their 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 Holiday pay shall be paid by separate check to all employees at their current rate of pay on the last payday in November. Holidays are defined as follows and shall constitute twelve (12) hours pay for each Holiday:

- |                                |                                |
|--------------------------------|--------------------------------|
| 1. New Year's Day              | 10. Patriot Day                |
| 2. Martin Luther King, Jr. Day | 11. Veteran's Day              |
| 3. President's Day             | 12. Thanksgiving Day           |
| 4. Good Friday                 | 13. Day after Thanksgiving Day |
| 5. Easter Sunday               | 14. Christmas Eve Day          |
| 6. Memorial Day                | 15. Christmas Day              |
| 7. Juneteenth                  | 16. New Year's Eve Day         |
| 8. Independence Day            |                                |
| 9. Labor Day                   |                                |

## **ARTICLE 24 - MEDICAL AND HOSPITAL INSURANCE**

### **24.1 ACTIVE EMPLOYEES HEALTH INSURANCE**

- A. The City will provide employees, eligible spouses and eligible dependents healthcare. All active employees will be required to share in the cost of their healthcare through the City in accordance with P.A. 152 as that Act is implemented by the City. In the event P.A. 152 is repealed, the cost-sharing in place at the time the Act is repealed shall remain in effect.
- B. The City will provide active employees the ability to select coverage under health plans that provide substantially similar ranges of premiums and coverages as the health plans being offered, upon ratification of this contract, as those plans may be modified by the health insurance provider. The health plans offered by the City shall include at least two different PPO options and a Qualified High Deductible Health Plan (QHDHP). The Union will be consulted on changes.
- C. The City may substitute health plans if doing so provides substantially similar coverage and a premium range from which the employee may select.

### **24.2 RETIREE HEALTH INSURANCE**

- A. Retirees on duty disability pension shall receive 100% medical insurance premium coverage.
- B. For employees hired prior to July 1, 2014, the healthcare plan(s) and related cost-sharing of active employees shall be the same for the pre-Medicare retiree and/or eligible spouse and dependents upon retirement. The pre-Medicare retiree is subject to changes in the future with respect to healthcare plans and/or cost-sharing as those

changes may occur with active employees. Once a retired employee or spouse is eligible for Medicare, the City will then provide a Health Reimbursement Account (HRA) in lieu of medical insurance to the Medicare recipient. The spouse will remain on the City's insurance until the spouse becomes Medicare eligible. Each year the City shall fund the Health Reimbursement Account for the retiree and/or spouse at \$2,000 for single and \$4,000 for two people. Any increases in this amount shall be tied to the federal Medical C.P.I. and will take effect during annual open enrollment. It will be the responsibility of the retired employee and/or spouse to secure supplemental insurance. The medical coverage of a deceased retiree shall be continued for the spouse in the same manner as described above. The medical coverage for the spouse shall continue as previously stated until the spouse becomes eligible for medical coverage through their own employer. In order to receive any retiree healthcare benefits, the employee or spouse must be receiving an Act 345 pension as noted under Articles 44 "Retirement Plan" in this Agreement.

- C. Employees who are hired on or after July 1, 2014 shall be enrolled in a Health Care Savings Program (HCSP) for their retirement healthcare. The City shall contribute \$4,000 per year into the employee's HCSP. The employee shall be eligible for the City's contributions to the HCSP upon ten (10) years of uninterrupted service with the City. The employee may make contributions to their HCSP on a post-tax basis, through payroll deduction, with the employee's contributions immediately vested and available to the employee upon separation of employment. In accordance with I.R.S. regulations, HCSP funds may be used for healthcare premium expenses, co-pays and deductibles and other out of pocket expenses as governed by applicable statute.
- D. Mutual Gains Program – employees who are able to obtain health insurance through a spouse or as a dependent of another may participate in the City's 2013 Mutual Gains Program as set forth in the plan on file in the City's Personnel Office. The City retains the right to amend or eliminate the MGP in the future.

#### 24.3. OTHER COVERAGES

- A. Dental coverage will provide each active employee with the Delta Dental Plan – 80/20 on Class I, II, III benefits with an annual \$1,000 benefit cap and a \$1,000 per person lifetime maximum for orthodontic benefits.
- B. Effective January 1, 2021, The City shall provide all active employees and their eligible dependents the EyeMed Plan for optical benefits. If other Union groups move into the EyeMed Plan and agree to pay toward the plan, the employee agrees to share the costs of EyeMed administrative processing fees currently set at \$1.00 per person per month through December 31, 2023. The City shall pay for such optical coverage at the rate of 4% per complete year of service actually provided the City of Westland for retirees hired prior to July 1, 2014.

## **ARTICLE 25 - LIFE INSURANCE**

25.1 The City agrees to pay full cost of the premium for each employee for a life and accident policy. The policy shall contain standard terms and conditions, and shall be in the amount of \$83,000 with double indemnity for each officer. The City shall provide each employee a copy of the insurance certificate. Each employee shall provide the City the name of beneficiary, and any changes of beneficiary.

25.2 Employee Paid Life Insurance: The City shall provide an opportunity for employees to purchase additional life insurance through the City's life insurance carrier on a payroll deduction plan.

## **ARTICLE 26 - EMPLOYEE'S RIGHTS**

26.1 At no time shall any employee be required to answer to any allegation(s) of misconduct unless said allegation(s) has been reduced to writing and the member shall be provided with a copy of the allegation(s) and an opportunity to read same before answering any questions or making any statements regarding the allegation(s). Further, at the employee's request, the member and/or a member of the Grievance Committee, or an attorney of the member's choice, shall be present during the time any answers are given or statements made. At no time shall any member of the Westland Lieutenants and Sergeants Association be required to take a polygraph test to prove or disprove any allegation(s) made against them, unless the Lieutenant or Sergeant 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 have 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 Worker's Compensation Law. The City further agrees that an employee being eligible for Worker'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 their own personnel file maintained at either the Administration building or Police headquarters. All communications, including evaluations by supervisory personnel, and validated complaints directed toward the employee which are included in the personnel file shall be called to the employee's attention at the time of such inclusion.

26.6 Within a two-year period following the insertion of a letter of reprimand in the personnel file of the officer, the employee 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 not be less than the coverage as follows:

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

This coverage shall be at least the above listed amounts for the duration of the contract.

26.9 An employee who works out of classification for more than two hours on any given day shall be compensated at the higher rate for all hours worked.

26.10 Any discussion 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, or appeal to the Police & Fire Civil Service Commission, but the employee may not do both.

26.14 For each day an employee is called for and serves on jury duty, such employee shall be compensated at the employee's regular rate of pay. If an employee serves less than four (4) hours, the employee shall return to work or report for the employee's regularly scheduled shift.

## **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 DEFINITIONS:**

a. A "grievance" is a 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 their choosing from the Executive Board and/or one member of their choosing from the grievance committee.

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 Chair 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 Chair of the Grievance Committee, within five (5) days and the Chief's written disposition shall be given to the Grievant, the Chief's 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 designated representative shall within fifteen (15) calendar days of such appeal, meet with the grievance committee member or the grievant's designated representative shall give their written, dated and signed disposition of the grievance within fifteen (15) 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 Police & Fire Civil Service Commission. If arbitration is chosen, any right of the employee or the union to appeal the matter to the Police & Fire Civil Service Commission is waived. Conversely, if an appeal to the Police & Fire Civil Service Commission is chosen, any right of the employee or the union to request arbitration of the matter is waived. 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 Michigan Employment Relations Commission (MERC). The parties will be bound by the rules and procedures of MERC for the selection of the Arbitrator. The arbitrator so elected will hear the matter promptly and will issue a 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 said findings of facts, reasoning and conclusions on the issues submitted.

28.9 The power of the arbitrator stems from this Agreement and the arbitrator's function is to interpret and apply this Agreement and to pass upon alleged violations thereof. The arbitrator shall have no power to add to, subtract from, or modify any terms of this Agreement, nor shall the arbitrator 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 said expenses, shall be borne equally by the parties. Each party shall pay for its own expenses.

28.11 APPEAL TO POLICE & FIRE CIVIL SERVICE COMMISSION – STEP 1: If the grievance is not adjusted at the fourth step and the employee feels that the employee 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, and only if the employee waives their and the union's right to request arbitration. All other items of dispute must proceed through the other steps of the grievance procedure as provided in Article 28. If appeal to the Police & Fire Civil Service Commission is chosen, members shall give the 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 Police & Fire Civil Service Commission does not make an adjustment of the grievance satisfactory to the member, the employee shall have the immediate right of appeal to the Circuit Court for Wayne County as provided under Act 78 above.

28.14 MISCELLANEOUS: 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.

28.15 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 believe 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 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 There shall be no reprisals of any kind by the administrative personnel taken against the grievant, any party in interest or grievant's 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 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 Time limits between the various steps may be waived and/or extended by mutual written agreement.

28.20 In the event that the Police & Fire Civil Service Commission should rule that it has no jurisdiction to hear the grievance, 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 printed copy of this Agreement to the Association's Executive Officers and shall post an electronic copy of the Agreement on the City website and/or intranet for access by all members 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.

### **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 from July 1, 2023 to December 31, 2027.

### **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 its properties and the maintenance of municipal functions and operations are reserved by the City and that all legal prerogatives of the City shall be paramount and shall be solely the City's right and responsibility. 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.

### **ARTICLE 34 - SAVINGS CLAUSE**

34.1 If any article or section of this Agreement or any appendices or supplements thereto should be held invalid by operation of law or by a 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 – Based upon the amount of funding approved in each fiscal year budget, the City agrees to pay tuition refund, up to a maximum of \$4,000 per calendar year for employees hired prior to July 1, 2014 and tuition reimbursement up to a maximum of \$2,500 per calendar year for employees hired on or after July 1, 2014. This refund covers classes that are necessary in securing an Associate's, Bachelor's or Master's Degree in Police Science, Police Administration, Business Administration, computer Science, and/or Criminal Justice, subject to the following conditions:

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

35.3 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 Should an employee resign or be discharged within five (5) years of receipt of any particular tuition reimbursement, employee shall repay to the City the reimbursement(s) received as follows: termination date within twelve (12) months of receipt of reimbursement – 100%, 1-2 years – 80%, 2-3 years – 60%, 3-4 years – 40% and within 4-5 years – 20%. Employee has no obligation to reimburse for receipt of any particular tuition reimbursement after serving five or more years with the City following that tuition reimbursement. Should an employee retire in good standing as defined in Article 36.6 there is no requirement to reimburse tuition.

35.6: Command Officers shall receive the following stipends as noted below to be paid the second pay in July. Each employee shall only receive one stipend annually (stipends are non-cumulative). For instance, an officer has earned a Master's degree and has also completed all required training, SWAT training and previously earned a Bachelor's degree. Officer shall only receive the \$3,000 for earning the Master's degree.

- A. Officers who have completed, in addition to all required training, training in SWAT, Breathalyzer, Narcotics, Accident Prevention/Reconstruction and/or Interview & Interrogation Training shall receive \$2,000.
- B. Officers with above training who have completed a Bachelor's degree shall receive a total of \$2,500.
- C. Officers with above training who have completed a Master's degree or Police Staff & Command training shall receive a total of \$3,000.

### **ARTICLE 36 - PENSION**

36.1 The City shall provide pension benefits for Officers hired prior to July 1, 2014 as required by Act 345 of Public Acts of Michigan of 1937, as amended, except as may be provided otherwise under Article 36 of this Agreement. The City shall provide that the regular retirement pension payable to retired police officers shall be the average final compensation multiplied by 2.8% per year of the first thirty (30) years of service and 1% per each year of additional service to officers who retire with at least 25 years of credited service.

36.2 The Average Final Compensation (AFC) for officers hired prior to January 1, 2010 shall be computed on the best three (3) of the employee's last ten (10) years of service and will include employee's average final compensation shall be computed on the best three years of the last ten years of the employee's AFC factors. AFC factors shall include:

- Base Wage
- Holiday Pay
- Uniform Allowance up to \$1,250
- Weapons Qualification Allowance up to \$1,000
- Education Allowance up to \$2,000
- Senior Knowledge Pay up to \$3,500
- Pay for unused sick leave up to 1,200 hours
- Pay for unused vacation leave up to 1,120 hours

36.3 The AFC for officers hired on or after January 1, 2010 and prior to July 1, 2014 shall be calculated on base pay and overtime pay. This Education stipend is included in AFC for retirement, capped at \$2,000 for all officers hired prior to July 1, 2014. The Education stipend does not apply to employees with a hire date on or after July 1, 2014.

36.4 The pension for Police Officers with an original hire date that is on or after July 1, 2014 shall include a 2.25% multiplier, with normal retirement at age fifty (50) and vesting at ten (10) years of uninterrupted service. There shall be no escalator or cost of living increases and AFC shall only be calculated on base wages and overtime, and based upon the employee's best five (5) years of service.

36.5 All active Command Officers shall contribute 5% of their pensionable earnings toward their retirement; said contributions shall be made on a pre-tax basis through payroll deduction.

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

36.7 Employees shall be entitled to a one-time adjustment to their monthly pension of five percent beginning the first month after the completion of six full years of regular retirement status.

#### 36.8 Annuity Withdrawal

A. The de facto operation of the Retirement System for the City of Westland since at least January 1, 1992, consists of a defined benefit plan commonly referred to as an annuity plan which have been treated by the parties to this Agreement and the Board of Trustees of the Retirement System as qualified plans, under the provisions of the Internal Revenue Code. The parties acknowledge that not all administrative procedures regarding operation of two plans were put into place prior to 1992. The parties will continue the qualified status of the two plans within the Pension Trust Fund and agree to take action which may be required by Internal Revenue Service rules and regulations and the tax laws to maintain qualified plan status of the defined benefit plan (pension plan) and the defined contribution plan (annuity plan) under Section 401(a) or any other applicable Section of the Internal Revenue Code. The parties agree to all requirements with respect to maintaining the plans as qualified plans. The parties will request, and cooperate with, the Board of Trustees to apply for qualified plan status determination letters for each (i.e. the pension and annuity) of the plans of the Retirement System. It is agreed that, other than additional administrative and processing costs and nominal actuarial costs, the action required by the City pursuant to this Section, shall not result in additional costs to the employer or the Pension Fund.

B. Both the Defined Contribution Plan and the Defined Benefit Plan of the Retirement System are intended to be a plan qualified under Section 401(a) of the Internal Revenue Code. The defined contribution plan provides for employer contributions to be made by the employer to the member's account, in amounts as determined by collective bargaining and any income, gains or losses as determined by investment performance, collective bargaining or the Board of Trustees, less expenses as determined by the Board of Trustees of the Retirement System.

C. Except as provided in Section 36.10, if a member makes an election, for lump sum withdrawal of defined contribution plan amounts, an annuity (defined contribution plan) portion of any retirement allowance shall be reduced by an amount which reflects the actuarial reduction (actuarial value of the withdrawn amount) so that this benefit does not result in an increase to employer costs to provide the total Retirement System benefit.

D. The defined contribution plan and the defined benefit plan together will provide the total retirement benefit payable per collective bargaining for union employees and established benefits for non-union employees.

E. This option is only available with respect to regular service retirement benefits and to disability retirants at the time they begin to receive benefits as if they were regular service

retirants (i.e., same benefit computation) which occurs upon reaching age fifty-five (55) years with twenty-five years of service or per collective bargaining agreement. The Board of Trustees of the Retirement System will decide any issues with respect to this matter subject to applicable collective bargaining provisions, and shall adopt appropriate policies and procedures to implement this agreement which decision of the Board of Trustees shall be final and binding on all parties.

### 36.9 Duty Disability

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

B. At the time the employee reaches what would have been the employee's normal service requirements (25 years of combined service and duty disability pension), shall be calculated the same as a regular retirement pension.

C. Said disability retirement shall include the continuance of 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 the employee's base pay in other employment. In the event the employee earns more than fifty (50%) percent of the employee's base pay, there will be a dollar-for-dollar offset for all earnings over fifty (50%) percent.

D. A duty disability retirant shall select an option within sixty (60) days after receiving their first duty disability retirement check. If the duty disability retirant is incapable of selecting an option within sixty (60) days, then the duty disability retirant or retirant's spouse or guardian may request a sixty (60) day extension of time in which to select an option. If the duty disability retirant does not select an option within the extended sixty (60) days, then the retirant's spouse or guardian shall make the selection if a duty disability retirant does not select an option prior to the retirant's death, then an option shall be selected as follows:

1. If the duty disability retirant was married at the time of disability and married to the same spouse at the time of death, the surviving spouse shall receive a pension equal to 60% of the regular retirement pension of the deceased retirant.

2. If the duty disability retirant was not married at the time of retirement and at the time of death, the employee's youngest dependent child shall receive a pension equal to fifty (50%) percent of the regular retirement pension of the deceased retirant,

until the child attains the age of nineteen (19), or graduates from post-high school education, but not to exceed the age of twenty-three (23).

36.10 In the event that the employee shall disagree with the finding of any City Doctor as to the employee's medical condition, the employee can elect to obtain a medical opinion from some other doctor at the employee's own expense. A Doctor shall be defined as an M.D. or D.O.

36.11 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.

36.12 The employee shall be obligated to pay the monies referred to in Section 36.5, 36.6 and 36.7 at the same time as when the City pays to the employee their 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 employee's 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.

36.13 Members 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 the member's 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 a recognized actuarial firm; however, it is the intent of the parties that said formula use a PBGC index.

36.14 Employees shall be permitted to receive a normal retirement after twenty-five (25) years of service, regardless of age at the time of retirement.

36.15 Effective upon ratification of this agreement, if a police officer dies in the line of duty, the employee's surviving spouse shall be paid a pension and benefits equal to the pension and benefits the officer would have been entitled to receive if the employee had 25 years of service at the time of death (calculated using the base pay of the employee), and said pension and benefits shall continue for the life of the surviving spouse or until the remarriage of the surviving spouse. It is intended that this provision shall supplant and replace the "Widows duty death pension" that is set forth in Section 6(2)(a) of Public Act of 345 of 1937, as amended, being MCLA 38.556(2)(a), as amended.

36.16 Both parties agree not to negotiate a change in pension provisions from date of contract until 2030 for employees hired prior to July 1, 2014 unless required by the Michigan Employment Relations Commission (MERC).

## **ARTICLE 37 - PROMOTIONS**

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

37.2 A passing score in the promotional testing process shall be seventy percent (70%) in the written portion of the exam and seventy percent (70%) in the oral portion of the exam.

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 ½% 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 Police/Public Safety Administrators from departments in the Metro area (exclusive 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. There must be at least a sixty-day notice prior to the beginning of a promotional exam. The promotional process will be initiated in January of each appropriate year with a two week period for application, a sixty day notice period prior to testing, and with certification to follow as soon thereafter as possible.

## **ARTICLE 38 - DEPUTY CHIEF CLASSIFICATION**

38.1 It is agreed that the position of Deputy Chief shall be included in the bargaining unit. The position of Deputy Chief shall be a promoted position, through competitive testing, from the next highest rank or ranks 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 of the Special Investigation Unit.

## **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 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 to the extent that such amount exceeds the investment in the contract.

#### **ARTICLE 41 - DETECTIVE BUREAU**

41.1 Officers may be assigned to bureau positions at the discretion of the Chief of Police.

41.2 The Detective Bureau minimum staffing level of one (1) Sergeant and one (1) Lieutenant 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.

#### **ARTICLE 42 - DRUG POLICY**

##### **42.1 PURPOSE**

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

##### **42.2 POLICY**

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

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

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

##### **42.3 DEFINITIONS**

A. Drug Test – The production and submission of urine and/or blood by an employee in accordance with departmental procedures for chemical analysis to detect prohibited drug use.

B. Probable Cause - Cause must be based on specific objective facts, and any rationally derived inferences from those facts, about the conduct of an individual that would lead the reasonably trained person to suspect that the individual is or has been using drugs while on or off duty. Probable cause is that amount of facts and circumstances within the knowledge of a

supervisor or the administrator which is sufficient to warrant a prudent person to believe it is more probable that not that an officer is or has been improperly using drugs while on or off duty.

C. Employee - Any individual whether sworn or civilian employed full-time, or part-time, by the Westland Police Department.

#### 42.4 PROCEDURES

##### A. General Rules

1. All potential police employees, both sworn and civilian, must successfully pass a drug screen during their pre-employment physical examinations.

2. The following rules apply to all employees, while on and off work:

a. No employee shall illegally possess or use any controlled substance as defined by the Federal Controlled Substances Act of 1970 (CSA).

b. No employee shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.

c. Employees shall notify their immediate supervisor when required to use prescription medicine that may influence their job performance. This notification will be in the form of a written memo.

d. Any violation of the substance abuse policy shall be immediately reported to the Chief or Deputy Chiefs.

##### B. Employee Drug Testing

1. The Chief or Deputy Chief may order an employee to take a drug test for probable cause. A written summary of the facts supporting the order shall be made available to the employee prior to the actual test. The test will be conducted at a medical facility agreed to by the Union and Employer.

a. If such employee's test is negative, the summary of facts supporting the order shall not be placed in the employee's personnel file.

b. Test results reporting a presence of illegal drugs or narcotics, or the use of prescription drugs without a prescription or the abuse of any over-the-counter drugs, will be submitted to the Chief or Deputy Chiefs who will make a determination on any dispute, or rehabilitation as needed. In the event of a positive reading, the employee may request a second test at another authorized medical facility, agreed to be the Union and Employer.

c. At the time of the original test, the testing facility will draw two samples and adhere to chain-of custody procedures in regard to the care and custody of the samples. After the first sample returns a positive, the employee may request the second sample be tested at a second facility using a mass spectrometry procedure to verify the existence of improper drugs.

2. If an employee under the employee's own volition makes the Department aware that the employee has a substance abuse problem of a prescription drug, that



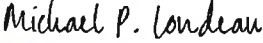
employee will be offered a Union and Department approved rehabilitation program. The employee will be held accountable to the conditions associated with the program.


3. Failure to report for testing during the time period the employee is requested to test will be considered the same as testing positive.


4. Persons assigned to the Special Investigative Unit must submit to a drug test as defined above prior to entering into the unit, randomly during the term of service in the unit, and upon exiting the unit.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the 6th day of June the 2023 first written by their respective duly authorized officers and agents.


FOR THE CITY:

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C815374468394CD  
Michael P. Londeau, Mayor


DocuSigned by:  
  
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Richard LeBlanc, Clerk

DocuSigned by:  
  
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Kyle Dawley, Police Chief


DocuSigned by:  
  
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Stephani S. Field, Human Resource Director


DocuSigned by:  
  
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Daniel Block, Budget Director

FOR THE ASSOCIATION:

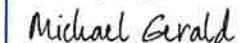
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Michael Little, President

DocuSigned by:  
  
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Jerry Farrar, Vice President

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Jeff Kropodra, Treasurer

DocuSigned by:  
  
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Neil Egan, Secretary

DocuSigned by:  
  
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Bryan Jachym, Trustee

DocuSigned by:  
  
C2F203D6E4A54E3  
Mike Gerald, Business Agent COAM

Dated: 6/27/2023