

COLLECTIVE BARGAINING

AGREEMENT

BETWEEN

THE CITY OF WESTLAND

AND THE

POLICE OFFICERS ASSOCIATION OF MICHIGAN

AND ITS AFFILIATE

THE WESTLAND POLICE OFFICERS ASSOCIATION

EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2023

POAM COLLECTIVE BARGAINING AGREEMENT

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**ARTICLE 1
AGREEMENT**

1.1: THIS AGREEMENT ENTERED INTO ON THIS 1st day of July, 2019 between the City of Westland, a Michigan Municipal Corporation, (hereinafter referred to as the Employer or the City), and the Police Officers Association of Michigan, POAM, (hereinafter referred to as the Union), and the Westland Police Officers Association, its affiliate. In the event negotiations extend beyond the expiration of this Agreement, its terms and conditions shall remain in full force and effect pending reaching a successor agreement.

**ARTICLE 2
PURPOSE AND INTENT**

2.1: WHEREAS, the general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the City of Westland in its capacity as an employer, the Employees, and the Union, and the People of the City of Westland, and

2.2: WHEREAS, the parties recognize that the interest of the community and the job security of the employee depend upon the Employer's success in establishing a proper service to the community, and

2.3: WHEREAS, to these ends the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all Employees, and

2.4: WHEREAS, it is agreed by the City and the Union that the City is legally obligated to provide equal opportunity, consideration and treatment of all employees of the unit in all phases of the employment process; to this end, basic rights and equities of employees are established through the City Charter, Ordinances and Resolutions of the City Council, and Rules and Regulations of the Police & Fire Civil Service Commission, and

2.5: WHEREAS, it is further intended that this Agreement and its supplements shall be an implementation of the provisions of Act 379 of the Public Acts of Michigan of 1965, as amended, and the provisions of Act 78 of the Public Acts of Michigan of 1935, as amended, except as otherwise modified by this agreement.

**ARTICLE 3
RECOGNITION**

3.1: Pursuant to and in accordance with all applicable provisions of Acts 78 and 379 as referred to hereinabove, the Employer does hereby recognize the Union as the exclusive representative for the

purpose of collective bargaining, with respect to hours, wages and all terms and conditions of employment for the term of this agreement.

3.2: This Agreement shall be applicable to all officers of the Westland Police Department below the rank of Sergeant but excluding police service aides and employees of other bargaining units.

**ARTICLE 4
PROBATION**

4.1: Police officers shall serve a one (1) calendar year probationary period from date of hire.

The provisions of this agreement shall be applicable with the exception that probationary employees shall have no right to appeal discipline and/or discharge by way of the grievance procedure or Act 78. Probationary employees serve at the discretion of the City.

After completing the probation period police officers shall be placed on the seniority list respective of their classifications.

**ARTICLE 5
FAIR PRACTICES**

5.1: The Union agrees to maintain its eligibility to represent employees by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all employees without regard to membership or participation in, or association with the activities of, any employee organization.

5.2: 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 6
RIGHTS OF THE UNION**

6.1: Pursuant to Act 379 of the Public Acts of 1965, and as amended, the City hereby agrees that every employee of the City engaged in law enforcement work shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection. The City Administration, as a duly elected body exercising governmental power under color of law for the State of Michigan undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 78 and Act 379 or other laws of Michigan or the Constitution of Michigan and the United States, that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Union, his participation in any activities of the Local Association or collective professional negotiations with the City Administration, or its designated

representative, or his institution of any grievance, complaint or proceeding with respect to any terms or condition of employment under this Agreement.

6.2: Nothing contained herein shall be construed to deny or to restrict any employee rights he or she may have under the Michigan Public Employee Laws, or other applicable laws.

6.3: The City specifically recognizes the rights of its employees appropriately to invoke the assistance of the State Labor Mediation Board or a mediator from such public agency, or invoke arbitration proceedings whenever differences cannot be resolved in local negotiations pursuant to provisions of this Agreement, as well as any other remedy provided for by Michigan Statutes.

**ARTICLE 7
DUES DEDUCTION**

7.1: The City agrees to deduct the dues and/or service fee as certified by the Union and send the dues collected to the person and place as designated by the Union along with a list of employees whose fees were deducted.

**ARTICLE 8
AGENCY SHOP**

8.1: To the intent that the laws of the State of Michigan permit, it is agreed that employees presently in the bargaining unit, as a condition of continued employment shall, within thirty (30) days, either join the Union and pay the prescribed dues, or not join the Union but pay a service fee equal to the Union dues.

8.2: An employee who shall tender the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.

8.3: Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than thirty (30) days in arrears in payment of membership dues.

8.4: The Employer shall be notified, in writing, by the Union of any member who is thirty (30) days in arrears in payment of dues and/or service fee, and the member shall be discharged by the City.

**ARTICLE 9
REPRESENTATION**

9.1: Officers of the Local Association shall have or be afforded reasonable time, as determined by the Chief or his representative, during working hours without loss of time or money, to fulfill their Association responsibilities, including negotiations with the City, processing grievances and administration and enforcement of this Agreement.

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

9.3: Any employee in the Union who feels aggrieved will be provided reasonable time, up to one (1) hour, during working hours to file a grievance if the alleged grievance occurred during duty hours.

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

9.5: If a Union negotiator is working midnights before or after a negotiating session, he/she will not be required to report for duty until seven (7) hours after the negotiating session ends, or unless otherwise agreed to by the Chief of Police.

9.6: Effective upon ratification of this agreement by both parties, two (2) representatives designated by the Union shall be granted three (3) paid release days per year to attend an officially sanctioned POAM convention or function. Executive Board members shall also be allowed to attend said POAM convention or function, but they must use their accumulated leave time, except sick leave, for such attendance.

**ARTICLE 10
EMPLOYEES RIGHTS**

10.1: At no time shall any employee be required to answer to any allegation(s) of misconduct unless said allegation(s) has been reduced to writing and the member shall be provided with a copy of the allegation(s) and an opportunity to read same before answering any questions or making any statements regarding the allegation(s). Further, at his request, the member and/or a member of the Grievance Committee, or an attorney of his choice, shall be present during the time any answers are given or statements made. At no time shall any employee be required to take a polygraph test to prove or disprove any allegation(s) made against him/her, unless he so desires.

10.2: An employee shall have the right to request that a Union representative be present at an investigative interview which the employee reasonably believes might result in disciplinary action. The Chief and Deputy Chief have the right to interview employees to answer complaints outside of Article 10 when the Chief and/or the Deputy Chief state to the employee that there will be no punishment as a result of any statements made by the employee during said interview.

10.3: The private and personal life of any employee is not within the appropriate concern or attention of the City, as long as it is consistent with the high standards which the profession and the Union 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. The granting of permission shall not be unreasonably withheld.

10.4: The City recognizes its responsibility to continue to give reasonable support and assistance to all employees with respect to the performance of, and the carrying out of their respective duties.

10.5: Each employee shall have the right upon request to review the contents of his own personnel file maintained at either the Administration Building or Police Headquarters. All communications, including evaluations by supervisory personnel, and validated complaints directed toward the employee included in the personnel file shall be called to the employee's attention at the time of such inclusion.

10.6: Within a two (2) year period following the insertion of a letter of reprimand in the personnel file of the employee, he may ask that a review be made, and unless there is a substantial reason otherwise, the letter will be removed and the record of it expunged.

10.7: 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.

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

10.9: An employee who works out of classification for an eight (8) hour shift shall be compensated at the next higher rate for that eight (8) hour shift.

10.10: Any discussions or conversations occurring between a Union or Local Association Officer and any employee who has been charged with a violation of the Rules and Regulations of the Westland Police Department, shall be privileged to the extent that the Union or Local Association Officer shall not be called to testify as to said conversations in any arbitration or civil service hearing or other department or City hearings.

**ARTICLE 11
UNION ACTIVITIES**

11.1: A bulletin board shall be used for the purpose of displaying the activities of the Union; the bulletin board shall be in the squad room and shall be supplied by the City. A minimum size of the board for the Union activities shall be thirty-six (36") inches by forty-eight (48") inches. The Local Association shall designate person(s) to maintain the bulletin board. Bulletin boards used will be restricted to official organization materials:

- A. Material shall not be posted without the authorization of a member of the Local Association Executive Board.
- B. Political campaign material, material which reflects upon the City or any of its employees in a detrimental manner, or any material intended solely for the personal use of any employee shall not be posted.

11.2: Meetings of the Officers of the Local Association may be conducted at City Hall or any other City Building, insofar as these meetings shall not disrupt the other employees from their normal work.

11.3: Reasonable requests for use of existing equipment and facilities will be granted to the Local Association by the Chief of Police. The Local Association agrees to pay for all materials used for its purposes, and the Local Association agrees to reimburse the City for any damage to equipment entrusted to its use and care.

**ARTICLE 12
GRIEVANCE PROCEDURE**

12.1: The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any employee with a grievance to discuss the matter informally with any appropriate member of the administration.

12.2: Definition:

- A. A "grievance" is a claim based upon an event or condition which affects the conditions or circumstances under which an employee works, allegedly caused by a violation of a provision or term of this Agreement or existing law.
- B. The term "employee" includes any individual or group who is a member of the bargaining unit covered by the contract.

12.3: STEP 1: Within (30) thirty days from its alleged occurrence, any employee having a grievance shall have the opportunity to take up the grievance with the shift commander, who shall attempt to adjust same. The employee presenting the grievance shall have the right to summon one member from the Executive Board and/or one member from the Grievance Committee of the Local Association. In the case of an ongoing or continuing grievance, the employee may summon the same member of the Executive Board and/or the same member from the Grievance Committee.

12.4: STEP 2: If the grievance is not adjusted by the Shift Commander on duty, it shall be reduced to writing, at that time, on the Union grievance forms signed by the aggrieved employee. The original shall be filed with the Shift Commander who shall date and sign for its receipt.

Within five (5) working days after the grievance is filed with the Shift Commander, he shall meet with the Grievance Committee Chairman, and attempt to settle the grievance. The Shift Commander's disposition shall be made known to the grievant, the Executive Board and Grievance Committee, in writing, within five (5) days after the meeting with the Shift Commander.

12.5: STEP 3: The Executive Board shall then review the grievance and it shall, within fifteen (15) days of this review, abandon the grievance or it shall be appealed to the Chief of Police. If appealed to the Chief

of Police, a meeting will be arranged with the President of the Local Executive Board and Chairman of the Grievance Committee, within five (5) days, and the Chief's written disposition shall be given to the grievant, the Executive Board, and the Grievance Committee within five (5) days after the meeting is closed. In the event the Chief rules against the grievant, his written disposition shall set forth specific reasons therefore.

12.6: STEP 4: If the grievance is still unsettled, the Union may appeal the grievance to the Personnel Director within five (5) calendar days of receipt of the Department Chief's answer. The Personnel Director or his designated representative shall within fifteen (15) calendar days of such appeal, meet with the Grievance Committee member and the President of the Local Association. The Personnel Director or his designated representative shall give his written, dated, and signed disposition of the grievance within fifteen (15) calendar days after such a meeting, to the President of the Local Association.

12.7: STEP 5: ARBITRATION: If after reviewing the grievance, the Union feels the disposition is still not satisfactory, it may within twenty (20) days after the answer is due, and by written notice to the other party, request either arbitration, or at the option of the Union, appeal to the Police & Fire Civil Service Commission. If arbitration is chosen, within five (5) days, following the notice of arbitration, both parties will attempt to select an arbitrator on an Ad Hoc basis. In the event the parties cannot agree upon an arbitrator within five (5) days, the Union will make a request to the American Arbitration Association. The parties will be bound by the rules and procedures of the agency so selected in the selection of the Arbitrator. The arbitrator so selected will hear the matter promptly and will issue his decision no later than thirty (30) days from the date of the closing of the hearings. The arbitrator's decision will be in writing and will set forth his findings of facts, reasoning and conclusions on the issue submitted.

- A. The power of the arbitrator stems from this Agreement and his function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He shall have no power to add to, subtract from or modify any terms of this Agreement, nor shall he have any power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the employer, the Union and the employee(s).
- B. The costs for the arbitrator's services, including his expense, shall be borne by the party against whom the arbitrator rules. The prevailing party shall be deemed to be the party whom the arbitrator rules in favor of in its entirety. In the event there is no prevailing party, the costs of the arbitration shall be borne equally. Each party shall pay for its own expenses.

12.8: APPEAL TO POLICE & FIRE CIVIL SERVICE COMMISSION: If the grievance is not adjusted at the fourth step and the employee believes that he has grounds for appeal, the employee shall have the right to appeal to the Westland Police & Fire Civil Service Commission only those issues concerning disciplinary action and promotions. All other items of dispute must proceed through the other steps of the Grievance Procedure as provided in Article 11. If appeal to the Police & Fire Civil Service Commission

is chosen, the employee shall give the Police & Fire Civil Service Commission written notice, with a copy to the City Personnel Director.

- A. This appeal shall be filed by the employee within thirty (30) days after the employee has been furnished with the written decision of the City's Personnel Director.
- B. In the event the Police & Fire Civil Service Commission does not make an adjustment of the grievance satisfactory to the employee, he shall have the immediate right of appeal to the Circuit Court for Wayne County as provided under Act 78 above.
- C. In the event that the Police & Fire Civil Service Commission should rule that it has no jurisdiction to hear the grievance, the Union may then elect to appeal that ruling to the Wayne County Circuit Court in accordance with Act 78 or in the alternative, proceed through the arbitration procedure established in Step 5.

12.9: Miscellaneous:

- A. No grievance, verbal or written, withdrawn or dropped by a member or association or granted by the City, prior to the final step of the grievance procedure, will have any precedent value.
- B. The Union shall have the right, through the Local Executive Board, to file a grievance directly with the Chief of Police at Step 3 of the grievance procedure if the Executive Board and/or the Union believes that the alleged violation affects the members of the entire bargaining unit. In such a case, the Union shall be deemed to be the grievant.
- C. During the pendency of any proceedings, and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of the parties.
- D. There shall be no reprisals of any kind by Administrative Personnel taken against the grievant, any party in interest or his Local Association Representative, any member of the Grievance Committee, or any other participant in the procedure set forth herein by reason of such participation.
- E. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- F. Time limits between the various steps may be waived and/or extended by mutual written agreement.

**ARTICLE 13
COPIES OF CONTRACT**

13.1: The City agrees to deliver a copy of this Agreement to each member of the Local Association within thirty (30) days from the signing of the Agreement, and agrees to provide to the President of the Local Association, for its files, a copy of all insurance policies in force and applicable to the members of the Union as governed by this Agreement.

**ARTICLE 14
WAGES**

Wages: 2019 – 2%, 2020 – 2%, 2021 – 2%, 2022 – 2%

A. Police Officers hired prior to December 31, 2009 – wage scale shall be based on the following formula:

2019-2020	\$68,479
2020-2021	\$69,849
2021-2022	\$71,246
2022-2023	\$72,671

Police Officers hired on or after July 1, 2010 – wage scale shall be on the following formula:

	<u>START</u>	<u>6 MO</u>	<u>12 MO</u>	<u>24 MO</u>	<u>36 MO</u>	<u>48 MO</u>	<u>60 MO</u>	<u>72 MO</u>	<u>84 MO</u>
2019-2020	41,087	44,511	47,935	51,360	54,784	58,207	61,631	65,055	68,479
2020-2021	41,909	45,402	48,894	52,387	55,879	59,371	62,864	66,356	69,849
2021-2022	42,747	46,310	49,872	53,435	56,997	60,558	64,121	67,683	71,246
2022-2023	43,602	47,236	50,870	54,504	58,137	61,770	65,403	69,037	72,671

14.2: Officers with prior patrol experience for any political subdivision of the State of Michigan will be granted one-third (1/3) credit for years and months of service on the above wage scale. Up to two years on the scale can be credited.

14.3: In order to qualify for additional months/years of credit on the POAM Wage Scale outline in Article 14 of the CBA, officers with prior patrol experience must provide the Personnel /Human Resource Department with a “Previous Work Experience Letter” from their previous employer(s) within 120 days of their effective date of employment with the City of Westland.

**ARTICLE 15
SENIOR KNOWLEDGE PAY**

15.1: Officers hired prior to July 1, 2014 and who have completed eight or more years of service as of March 31st of the current calendar year will be eligible to take a senior officer 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:

Police Officers:

1. Local ordinances
 2. State law
 3. Rules and regulations of the police department
 4. Policies/procedures
- A. 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.
- B. The Chief and his 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.
- C. Payment of senior status:
- | | |
|---|---------|
| Police officer hired prior to July 1, 2014: | \$4,000 |
|---|---------|

Payment represents the amount of compensation for the year beginning April 1 and is earned pro-rata by completed months of service. Employees who are promoted from the bargaining unit or who retire from the bargaining unit with 25 years of credited service prior to the completion of the year ending March 31st, shall not have any monies deducted from unearned monthly credits. Employees who leave for any other reason will have said monies deducted.

**ARTICLE 16
(RESERVED)**

**ARTICLE 17
OVERTIME/COURT TIME**

17.1: If an employee is called back while off duty for an appearance in any matter arising out of job related incidents occurring in the City of Westland or while on duty as a Police Officer for the City, that employee shall receive a minimum of four (4) hours paid in compensatory time for any A.M. session and an additional minimum of four (4) hours paid in compensatory time for P.M. session, or in the alternative, the employee shall be paid at the rate of time and one-half (1-1/2), whichever is greater. Time shall be computed from when the employee checks into the station upon arrival and when he checks back upon return. In the event that the employee is required to use his own motor vehicle because of unavailability of a city vehicle, as determined by the Inspector or Shift Commander, in any of the above situations, he shall be reimbursed at the rate of twenty and one half (20.5) cents a mile plus parking expenses. All

witness fees paid to employees appearing in Court on City time shall be turned into the City except reimbursement for parking and mileage expense when the employee uses his personal vehicle.

17.2: When an employee is called back for an 18th District Court appearance, he/she shall be paid for a minimum of three (3) hours if called for a morning session, and an additional three (3) hours if called for an afternoon session, and an additional three (3) hours for evening sessions, or in the alternative, the employee shall be paid at the rate of time and one-half (1-1/2) whichever is greater. However, any employee appearing in Court immediately preceding his normal shift by one (1) hour or less, shall be paid one (1) hour at time and one-half (1-1/2), and any employee appearing during regular duty hours shall be paid at the rate of time and one-half (1-1/2), if required to stay beyond his regular shift.

17.3: When an employee is called back for any other duty while off duty, or if the employee shall work beyond the normal shift, except to return City equipment or turn in police reports, he/she shall be compensated at the rate of time and one-half (1-1/2), with a minimum of two (2) hours guaranteed if called back as provided for in this section.

17.3(a): When an employee is assigned to training or school on a leave day, the employee shall be compensated at the rate of time and one-half (1-1/2) for each hour of training or school.

17.4: In the event an employee is required to work court overtime prior to an employee's normal work schedule, the employee will be entitled upon the OIC's approval of time spent in court to be off duty for a period of four (4) hours, commencing at the time he is released from court. The employee shall suffer no loss of pay for this four (4) hour period.

17.5: A police officer may accumulate up to one hundred sixty (160) hours of compensatory time. Any amount in excess the maximum hours shall be paid to the employee at the prevailing hourly rate in effect at the execution of this Agreement. As to exchanging compensatory time not in excess of the maximum hours for cash payment, the prevailing hourly rate shall be paid.

17.6: Special Assignment Compensatory Bank: For SWAT, K-9 officer and department training only, officers 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 one and one-half (1.5) times the number of hours actually worked. This special overtime shall not exceed a bank of one hundred (100) hours at the end of any four (4) month shift period. Special compensatory time shall be taken off on an hour-for-hour basis. Any special compensatory time in excess of one hundred (100) hours at the end of any shift cycle will be transferred to the employee's regular comp time bank.

17.7: In the event an employee dies, retires or resigns, or is discharged, he or his beneficiaries or heirs shall receive compensation in the sum equivalent of his accumulated compensatory time at his/her prevailing hourly rate.

17.8: All employees placed on a stand-by status while off duty will be compensated at the following rate: Before 12 noon – two (2) hours compensatory time. After 12 noon – two (2) hours compensatory time.

17.9: 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 two (2) hours. Time shall be compensated when the employee checks into the station upon arrival until dismissal from such assignment.

17.10: The Department will make every reasonable effort to equalize scheduled overtime, first by seniority and then by hours of overtime worked.

- A. Daily Overtime. Daily overtime is that which results from sick calls or other unexpected temporary emergencies which have created temporary manpower shortage on the shift.

All uniform officers will be allowed to work daily overtime, and an updated daily overtime list will be kept for each shift or uniform assignment. Each list will be available for inspection by all personnel. Daily overtime will first be offered to officers assigned to the opposite platoon with the manpower shortage. For example: Nights A calls Nights B, Days B calls Days A, etc. The officer with the least credited daily overtime and the greatest seniority shall be offered the overtime assignment first. Officers who refuse the overtime shall be charged on the daily overtime list the amount of hours as if they have worked them. In the event no officer from the opposite platoon can be reached or accepts the overtime, overlap officers from the opposite platoon will be called next. Hours either worked or refused will accumulate on the daily overtime list during each shift cycle, and will be rolled back to zero at the start of each new shift cycle. Answering machines will be treated as no answer. The City has no liability regarding calls answered by an answering machine. Prior to ordering a patrol officer to accept an overtime assignment, unclaimed overtime shall be offered to command officers following the same process. If no command officer accepts an unclaimed overtime assignment, a patrol officer shall be ordered to work overtime based on availability, lowest total hours and seniority if two or more officers have the same lowest total hours.

- B. Unexpected Scheduled Overtime. Unexpected scheduled overtime is that overtime resulting from any event occurring within the department with less than 48 hours prior notice. This overtime will be offered to officers with the least credited scheduled overtime and the highest seniority who are available to work. This includes officers from Community Policing, Traffic Bureau, Property Room and School Resource Officer and the platoons not scheduled to work on the day of the overtime. Officers who either work or refuse unexpected scheduled overtime will have such hours credited to the scheduled overtime list. Prior to ordering a patrol officer to accept unexpected scheduled overtime, unclaimed overtime shall be offered to command officers following the same process. If no command officer accepts an unexpected scheduled overtime assignment, a patrol officer shall be ordered to work overtime based on availability, lowest total hours and seniority if two or more officers have the same lowest total hours.
- C. Scheduled Overtime. Scheduled overtime is overtime resulting from any event the department had notification of 48 hours prior to the event. All scheduled overtime will be offered only to uniformed officers. K-9 and Property Room officers shall be considered uniform officers for

purposes of this section. Said assignments shall be made from the scheduled overtime list. Assignments for scheduled overtime will be made by applying the following formula: The officer with the least credited scheduled overtime and the greatest seniority shall be offered the overtime assignment first. Officers who work or refuses the overtime shall be charged on the schedule overtime list the amount of hours as if they had worked. Any officers, except officers who are assigned to the Property Room Officer, who have worked within the last six (6) hours are not eligible for work scheduled overtime assignments.

- D. The Master List of scheduled overtime shall be kept up-to-date in the Shift Commander's office. A monthly summary of the Master List will be posted by the Administration in the squad room.
- E. In the event of cancellation of scheduled overtime, a reasonable attempt will be made to notify those Officers previously scheduled to work the assignment at least two (2) hours prior to the start of the assignment. Failure to do so will result in compensation as per Section 17.3 (Callback).
- F. Accumulation of Overtime (Scheduled Overtime). Overtime will accumulate on the scheduled overtime list for a period not to exceed two (2) years. On January 1st of every even-numbered year, all hours will be rolled back to zero. Anyone added to list mid-term will be credited with highest number hours posted.
- G. Probationary Officers. A probationary officer who is in the Field Training Program will not be allowed to work any overtime until he has completed the Field Training Program.
- H. Notification to Union. The City will provide the Union President written notice of scheduled overtime events outlining the following:
 - 1. Name of the event
 - 2. When and where it is to take place
 - 3. Who requested the service of the Police Department - Example: Mayor, Principal or what school Superintendent, etc.
 - 4. Number of officers scheduled to work. Written notice will be provided as quickly as possible to the Union.
- I. In the event the employer makes an unintentional mistake concerning the call back procedure, the City will provide the officer who was skipped with an equal overtime opportunity in lieu of payment within a reasonable period of time.

**ARTICLE 18
EMPLOYEE INJURIES**

18.1: Each employee shall be covered by the applicable Worker's Compensation Laws. The City further agrees officers being eligible for Workers Compensation income shall receive an amount to be paid by the employer sufficient to make up the difference between Worker's Compensation income and his regular weekly income up to a maximum period of one (1) year.

18.2: If a Police Officer is unable to perform his/her regular duties as a result of an accident and/or illness as the result of an on the job event or while off duty and acting in the capacity of his oath of office, the Police Officer shall be provided with such police duties as he is capable of performing within the Police Department, upon the recommendation of the City designated doctor. The City is not responsible for providing duties other than an officer's regular duties if an officer is injured while off duty or incapacitated from injury or illness that is not job related.

18.3: In the event that a Police Officer is killed in the line of duty, his or her spouse and dependents shall receive benefits and pension as specified in section 44.10.

18.4: 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 his/her normal shift.

**ARTICLE 19
CLOTHING ALLOWANCE**

19.1: Each officer shall receive a clothing allowance of \$1,500 on the first payday of October for the loss, refurbishing, care and maintenance of all personal clothing or personal property.

19.2: The City will supply every officer with body armor, and shall replace said armor as needed and in accordance with manufacturer recommendations.

**ARTICLE 20
WEAPONS QUALIFICATION**

20.1: Payable on the first pay in September, all officers shall receive a Weapons Qualification Allowance providing the employee qualifies twice a year; one qualification will be on the inside range and one qualification will be on the outdoor combat range. 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. Weapons Qualification Allowance for officers shall be \$1,250.

20.2: 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.

20.3: The department issued weapon shall be as determined by the Chief of Police 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 21
PERMANENT SHIFTS**

21.1:

- A. Officers 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 on a seniority basis 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 Chiefs office on the 8th day of said month. The shift schedule shall be posted on the 15th day of said month. If a WPOA member is going to be absent (vacation, illness, etc.) during the shift selection period, it shall be his/her responsibility to make his/her immediate Supervisor aware of his/her shift preference. Failure to do so will result in the WPOA member being assigned at the Chiefs discretion. New employees shall not participate in the bid process for their first four (4) four month cycles (16 months).
- B. Officers assigned to shifts starting between 12:00pm and 5:00am shall be paid \$300 every four (4) months (shift cycle) as a shift premium officers.
- C. Payments for shift premiums shall be paid within thirty days of the expiration of each four month shift period.

21.2:

- A. The working day will consist of shifts of twelve (12) hours each for the Patrol Division. Overlap patrol shift schedules are at the discretion of the Chief. The Day and Night shifts shall begin at 7:00 a.m. and 7:00 p.m. Officers required for prisoner transport are to be on an 8 hour schedule. The shifts shall be determined on a seniority basis. The City shall determine which platoon the employee will be on.
- B. When an officer transitions from one shift/platoon to another, the hours worked within the current cycle will be handled at the Shift Commander's discretion. However, in no case shall an employee be required to work more or less hours within the schedule cycle the employee was being transferred from.
- C. Patrol officers will be assigned to work a seven out of fourteen day schedule. Effective the pay period after ratification, the additional four hours scheduled shall be added to the employee's

comp time bank at straight time. Existing accrued x-time must be used prior to July 1, 2008 or it will be forfeited.

- D. The Traffic Division and other special assignments are not included in the twelve (12) hour shift program.

21.3: The City has a right to change pre-scheduled leave days and shifts with a 48-hour notice for training purposes and out-of-city court. If training is for three (3) days or longer an employee's training day shall be considered as a full work day, regardless of length of training. If such training falls on a scheduled leave day, the department shall owe the employee an additional 12 hour leave day to be taken at a later date. If overtime per officer exceeds the average of the previous three years then this shall also apply to District Court. If training is for two (2) days or less upon completion of training for that day, the officer is to report back to Shift Commander. Employees assigned to a shift will not be arbitrarily transferred to a different shift during the four-month period of the shift. However, in no event shall this be construed to limit the City's right to make special, emergency, FTO or temporary assignments, not to exceed 30 days, based upon the operating needs of the Department. FTO temporary assignments shall be made as follows:

- A. Request for volunteers. (Volunteers may extend the assignment for more than 30 days.)
- B. Failing to achieve the necessary number of FTO's required through volunteers the Chief may assign any FTO for a period of 30 days to another shift in any 12 month period.

21.4: There will be a meeting every six months between the Association and the City to discuss the operation of 12-hour shifts, and any modifications if needed. Upon written notification by the City of a problem with the functioning of 12-hour shifts, the parties will meet at the earliest possible time. If the parties are unable to agree on any proposed change(s), the City may, upon thirty days notice, issue reasonable rules and regulations concerning operation, cost, morale, productivity and effectiveness of 12-hour shifts. Should the Union disagree with the reasonableness of the City's change(s), then a neutral arbitrator (selected by using the expedited arbitration procedure of the American Arbitration Association) shall determine the reasonableness of such changes. Such change(s), or parts of change(s), alleged to be unreasonable shall not be implemented until the receipt of the decision of the arbitrator.

21.5: Should 12-hour shifts be discontinued, the Department maintains the right to have roll call for officers which will be compensated at a rate of time and one-half which will be placed in their compensatory bank.

21.6: In the event the shift bid selection process does not result in at least two FTO's and two evidence technicians being deployed to each platoon on the day shift, and each platoon on the night shift, notwithstanding the shift bid, the Chief shall have the right to assign FTO's and evidence technicians to such platoons for a full four (4) month shift cycle in order to balance the platoons. Such assignment shall be made by the Chief among those FTO's and evidence technicians with the lowest seniority and by lottery should the seniority be equal. The Chief's right to assign FTO's under this section shall be contingent on the City maintaining a pool of fourteen (14) FTO's in the patrol division, and the Chief's right to assign

evidence technicians is contingent upon the City maintaining a pool of ten (10) evidence technicians in the patrol division. The Chief has the option of assigning one FTO to each overlap platoon.

**ARTICLE 22
VACATIONS**

22.1: For the purpose of computing vacation eligibility and amount, vacations shall be earned and accrued monthly. Vacation shall be earned in accordance with the following schedule:

Employees hired prior to July 1, 2014:

Less than 3 years	96 hours per year
3 years but less than 5 years	160 hours per year
5 years but less than 7 years	160 hours per year
7 years but less than 10 years	192 hours per year
10 years but less than 13 years	224 hours per year
13 or more years	260 hours per year

Employees hired on or after July 1, 2014:

Less than 3 years	84 hours per year
3 years to less than 5 years	120 hours per year
5 years to less than 7 years	132 hours per year
7 years to less than 10 years	168 hours per year
10 or more years	260 hours per year

22.2: Officers preferences as to time off for vacation will be considered subject only to the Department's ability to maintain the highest standard of protection for the City's welfare. Officers shall be entitled to preference by seniority in the Department in the following manner:

- A. The following procedure shall be adhered to in Shift Selection and Vacation Selection for Westland Police Officers Association members.
 - 1. WPOA members shall submit vacation requests to the appropriate Shift Commander from the sixteenth to the twenty-third of said month. Final deadline for vacation selections to be 1700 hours on the twenty-third day of the preceding month.
 - 2. Employees must have been employed at least six (6) months before becoming eligible for vacation. Accumulation earnings shall be effective from the first month of hire.
- B. During the shift pick period each employee shall be entitled to select a vacation by seniority for the next four month period. Employees may use any leave time except sick leave for their vacation bid. The number of selections for a given day shall be subject to the Department's ability to maintain the highest standard of protection of the City's welfare. Each employee may submit

more than one vacation request, but multiple requests must state the employee's order of preference (i.e. selection 1, selection 2, etc.). The first pick shall be granted to an individual by seniority, and secondary requests by that individual will be set aside until each employee of lower seniority has had one selection granted. Then secondary requests will be considered under the same process. After the selection process any employee may choose a vacation or personal leave day on a first come basis. If an employee selects a vacation day and the employee returns to work on that day, unless the employee has a reasonable excuse as approved in the discretion of the Chief, the employee shall forfeit all subsequent days associated with that selection and those days will be left open to other employees on a first come basis.

C. Once vacation or personal days are picked and approved, they cannot be bumped by another employee with more seniority. Employees who wish to receive approval for a vacation that may carry-over into the next succeeding shift pick period, may do so if such days in the next period are directly subsequent to the approved vacation in the shift pick period (i.e., no scheduled work days between the vacations).

D. Vacation used in any calendar year must have been earned in the previous calendar year.

22.3: The anniversary date of service shall be the date of appointment to the Police Department. If the employee has, by his own volition, terminated employment and returned, the anniversary date shall be the date when the employee was rehired.

22.4: Upon separation from service for any reason, an employee shall be paid for his earned vacation. In the event of death, the employee's dependents, if designated, or his Estate shall be paid the vacation pay.

22.5: The vacation bank of each employee shall be limited to two hundred forty (240) hours. On the last day of December of each year thereafter, all vacation hours over two hundred forty (240) hours will be paid off at the prevailing hourly rate for that employee at one hundred (100%) percent of each vacation hour. Such payment will be made on the first payday in February.

**ARTICLE 23
LAYOFFS**

23.1: Layoffs shall be made in conformity with the principle of seniority; i.e., the last one hired being the first one laid off, and the first one laid off being the last one recalled.

**ARTICLE 24
SENIORITY AND TRANSFERS**

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

24.2: The President of the Bargaining Unit will receive top seniority for the purpose of shift bidding.

24.3: Vacancies in the Police Department will be filled in accordance with Act 78.

24.4:

- a. The Chief in his discretion may assign patrol officers to the Intelligence Bureau (SIU), Community Policing, Neighborhood Resource Officer, and School Resource Officer for a period not to exceed three (3) years. Assigned officers will work eight hour shifts and individual start times will be determined in the discretion of the Chief.
- b. The Chief in his discretion may assign officers to the Support Services Bureau. Officers assigned to these positions will work eight hour shifts and individual start times will be determined in the discretion of the Chief.
- c. The Chief in his discretion may assign officers to the Traffic Bureau. Assigned officers will work eight hour shifts and individual start times will be determined in the discretion of the Chief.

24.5: The Union specifically recognizes that computer operation and coordination for the public safety computer may be performed either by police officers or by private contractors.

24.6: Any officer that resigns from the Westland Police Department and within two (2) years of said date of resigning is reinstated by the Westland Police & Fire Civil Service Commission will have the date of rehire as his or her seniority for the purpose of:

- Clothing
- Weapons Qualification Vacations
- Layoffs Sick Leave
- Personal Leave Days Holiday Pay
- Shift Preference Promotions

For the purpose of wages he/she shall begin at the one year level.

**ARTICLE 25
SAFETY AND WELFARE**

25.1: There shall be a minimum of six (6) patrol officers who may be supplemented by a shift supervisor assigned to road duties scheduled to work twelve (12) hour shifts between the hours of 7:00 p.m. and 7:00 a.m., subject to the following:

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

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

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

25.5: Should the Department choose to have a two-officer car outside of the hours of 7:00 p.m. and 7:00 a.m., the City may assign such officers within their sole discretion limited to one day at a time for any officer.

25.6: The Department shall appoint an officer who will work in conjunction with the Shift Commander for the purposes of determining the soundness of vehicles for use during any tour of duty. If a vehicle should be determined to be unsafe by the officer and Shift Commander for use during any shift, they shall cause same to be parked, and the vehicle shall remain parked until properly cleared by the City designated mechanic as fit for service on the road. In the event that the officer and Shift Commander should disagree as to the soundness or fitness of a vehicle for service on a shift, the Shift Commander's decision shall prevail until the City designated mechanic determines the fitness of the vehicle for use. At the beginning of each shift the employee assigned to a patrol vehicle shall inventory said vehicle and make the appropriate notation on his activity log and prior to commencing his patrol, he shall bring same to the attention of the Shift commander should any of the enumerated items be missing. Should any of the above items be missing from the patrol vehicle and not accountable, the employees assigned to that patrol vehicle shall be responsible for the replacement cost of same.

25.7: The Chief and the City will submit a letter of understanding to the effect that the Chief will meet with the Union representatives regarding safety of vehicles, vehicle specifications, etc.

25.8: Transportation of prisoners within the City limits or to and from the 18th District Court or adjoining municipalities may be done by one (1) person police units, provided patrol car is equipped with a safety screen and then only one (1) prisoner shall be transported by any one (1) person police unit. Should a prisoner be deemed high risk, combative or exhibit signs of mental instability, a two (2) person unit shall conduct the transport.

ARTICLE 26
K-9 OFFICER

26.1: The K-9 officer (handler) hired prior to July 1, 2014 shall receive a monetary, annual reimbursement in the amount of \$5,500 for the daily care and maintenance of the Department animal. K-9 officers hired on or after July 1, 2014 shall receive \$3,500 per year reimbursement for the daily care and maintenance of the Department K-9 animal. Payment will be on the first pay in January for the previous year's service; payment may be pro-rated if necessary. Food, equipment and medical care will be at the City's expense (see below). If for any reason the officer is unable to care for or maintain the animal, e.g. vacation, personal or sick time, etc., the Chief or his designee will authorize a kennel for the housing of the animal, at the officer's expense. If the situation becomes long term due to extenuating circumstances, the Chief or his designee will evaluate same and meet with the Union to make a determination. However, the final determination will be made by the Chief.

26.2: The City (Department) shall have an open account for the purpose of purchasing food, equipment and medical care for the animal.

26.3: Uniforms shall be as directed by the Chief or his designee. The initial issuance will be purchased by the Department. Thereafter, the officer will be responsible for replacement and maintenance.

26.4: The officer's platoon assignment will be at the discretion of the Chief or his designee.

26.5: The officer's work schedule may be changed by the Department for various reasons, e.g. training or work requirement, but shall not be changed for the sole purpose of circumventing the payment of overtime.

26.6: Call-in and overtime pay will be provided under contract language. K-9 officers will be included on both the daily and the scheduled overtime lists. The K-9 officers will be utilized in accordance with the procedures outlined in Article 17.10.

26.7: If an animal has been in service for more than one (1) year and its handler is unable to perform his/her duties for reasons such as the handler becoming injured or promoted but not for disciplinary reasons or unsatisfactory performance, the handler will be given the opportunity to purchase the animal.

26.8: At the conclusion of an animal's service career, the ownership of the animal may be transferred to its K-9 handler.

26.9: K-9 officers may be removed from their assignment to the K-9 section at the discretion of the Chief.

26.10: The K-9 section can be eliminated at any time at the discretion of the Chief.

ARTICLE 27
EDUCATION

27.1: The City shall require that employees will attend any departmental schools or training which the City feels is necessary for the furtherance of police objectives. In the event an employee is required to attend school, he shall be paid at the rate of straight time for such attendance with travel time to be paid to reflect fifteen (15) minutes plus time from the station to the school and fifteen (15) minutes plus time from the school to the station (for a total of thirty (30) minutes). In addition thereto, the employee shall receive transportation furnished by the City or will be paid for mileage expense in the event that a City-owned vehicle is unavailable. Should the employee's designated leave days fall on the days that the employee is attending school, the employee shall be compensated at the rate of time and one-half (1-1/2) as specified in section 17.3(a).

27.2: Based upon the amount of funding approved in each fiscal year budget, the City agrees to provide tuition reimbursement up to a maximum of \$4,000 per calendar year for officers hired prior to July 1, 2014 and tuition reimbursement up to a maximum of \$2,500 per calendar year for officers 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:

- A. That the employee secures approval from the Chief prior to enrollment for said class.
- B. That the employee receive a passing grade other than a “D”.
- C. Any time off work, so that the employee can attend class, shall be at the discretion of the Chief.
- D. Textbooks shall be provided from the Police Department Library or purchased for the use of the employee. However, at the conclusion of said classes the textbooks shall be returned to the City and shall be retained at the Police Department Library.
- E. Should an employee resign or be discharged within five (5) years of receipt of 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 after serving five or more years with the City.

27.3: 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 shall receive \$500 for completing all required annual training.
- B. Officers who have completed, in addition to all required training, training in SWAT, Breathalyzer, Narcotics and/or Accident Prevention/Reconstruction shall receive \$1,500.
- C. Officers with above training who have completed a Bachelor’s degree shall receive a total of \$2,000.
- D. Officers with above training who have completed a Master’s degree shall receive a total of \$3,000.

This Education stipend shall be included in AFC for retirement as provided in Article 44.1 B, C, and D.

**ARTICLE 28
CITIZEN PATROL**

28.1: Citizen Patrol. It is recognized that the City may adopt an “Eyes and Ears” citizen patrol program. However, it is recognized that such participants will not transmit on regular band Police radios or use police vehicles, regular police equipment, or wear any uniforms that may I.D. them as police officers, or act in the capacity as a reserve/auxiliary police officer.

28.2: The parties agree that volunteer citizens in the Neighborhood Watch Program can issue handicap parking violations, and make vacation checks.

ARTICLE 29
SICK LEAVE

29.1: An employee hired prior to July 1, 2014 shall accumulate eighteen (18) hours per month sick leave, credited on the first day of each month. Each officer hired prior to July 1, 2014 shall accumulate no more than sixteen hundred (1600) hours in his sick bank. Officers hired on or after July 1, 2014 shall accumulate eighteen (18) hours per month, credited on the first day of each month, and shall accumulate no more than 1,200 hours in one's sick bank.

On the first payday in February, and every year thereafter, any hours in excess of the maximum as calculated as of December 31 of the preceding year shall be paid to the employee at the prevailing hourly rate at one hundred (100%) percent of his pay as of the payment date.

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

29.3: Employees, at their discretion, may donate either sick days or compensatory time (in increments of eight (8) hours) to another employee, provided: 1) the employee receiving donated time has completely exhausted his/her 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. It is understood that police officers may only donate to other officers.

29.4: An employee having an excess of four hundred (400) hours of accumulated sick time may sell back, at his or her option, the previous year's accumulated sick time, not to go below 400 hours. In addition an employee may sell back 25% of the amount accumulated in the previous year, not to go below 400 hours. An employee desiring to sell back sick time under this section must declare his or her intention by November 1. The accumulated sick time sold back to the city shall be paid the first pay on December, at the then prevailing hourly rate.

29.5: 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 29.3 and "sell back" pursuant to section 29.4 shall not be considered the "use" of sick time.

**ARTICLE 30
DRUG POLICY**

30.1:

I. PURPOSE

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

II. 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 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.

III. 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 than 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.

IV. 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 shall apply to all employees, while on and off work:
 - a. No employee shall illegally possess any controlled substance.
 - 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 his/her 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 by 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 his/her own volition makes the Department aware that he/she 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.

**ARTICLE 31
FUNERAL LEAVE DAYS**

31.1: Upon notification of the on duty Shift Commander, each employee shall be granted time off with pay to attend, make plans, arrangements and travel to a funeral in accordance with the following procedure:

31.2: 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, parents-in-law and grandchildren.

31.3: An employee shall be granted thirty-six (36) working hours off with pay in the event of the death of brother, sister or grandparent of the employee or their spouse.

31.4: An employee shall be granted twenty-four (24) working hours off to attend the funeral of any uncle, aunt, niece, nephew, brother-in-law, or sister-in-law. In order to be paid for this time off, the employee must use accumulated leave in his/her leave banks. If the employee chooses to use time from their accumulated sick bank, this will not be considered the "use" of sick time as it relates to section 29.5.

**ARTICLE 32
PERSONAL LEAVE DAYS**

32.1: All Officers who have accumulated one (1) year seniority shall be allowed seventy-two (72) hours of non-cumulative personal leave with pay per year. Newly hired officers shall be awarded personal leave time at the time they are hired at the rate of four (4) hours for each calendar month between the date of hire and January 1st. Thereafter, police officers shall receive seventy-two (72) hours of personal leave time each January 1st.

- A. In addition, the employee shall notify his Shift Commander at least forty-eight (48) hours in advance, except in the event of an emergency, when the employee is desirous of taking a personal leave day.

B. Personal leave hours shall be granted by the Department subject to the Department's ability to maintain the highest standard of protection and in no event shall there be more than three (3) officers off on one shift at one time for personal leave hours.

C. Personal leave hours shall not be taken in less than four (4) hour increments.

**ARTICLE 33
HOLIDAY PAY**

33.1: Holiday pay shall be paid to all employees at their current rate of pay on the last payday in November.

A. Officers' holidays are defined as follows and shall be for twelve (12) hours on each holiday:

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

**ARTICLE 34
FAMILY MEDICAL LEAVE ACT (FMLA)**

34.1: The City shall comply with the Family Medical Leave Act (FMLA).

**ARTICLE 35
MEDICAL AND HOSPITAL INSURANCE**

35.1: 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.

- A. 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.
- B. The City may substitute health plans if doing so provides substantially similar coverage and a premium range from which the employee may select.
- C. 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 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 Retirement Account (HRA) in lieu of medical insurance. Each year the City shall fund the Health Retirement Account for the retiree and/or spouse at \$2,275.88 for single and \$4,551.76 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 his/her 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.
- D. 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 \$2,000 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 his/her HCSP on a pre-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.
- E. 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.
- F. Dental coverage – will provide each employee with the Delta Dental 80/20 on all levels of benefits with a \$1,000 per year person maximum with the orthodontic rider at 80/20 level with a \$1,000 per person lifetime maximum.

- G. Optical coverage – The City will 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 Union agrees to share the costs of EyeMed administrative processing fees currently set at \$1.00 per person per month through June 30, 2023.

**ARTICLE 36
LIFE INSURANCE**

36.1: The City agrees to pay full cost of the premium for each active employee for a life and accident policy. The policy shall be equal to the amount of the highest base wage of the rank of the employee rounded up to the next \$1,000. Double indemnity for each officer shall be provided. The City shall provide each employee a copy of the insurance certificate. Each employee shall provide the City the name of the beneficiary, and any changes of beneficiary. Effective upon ratification of this agreement by both parties, and as soon thereafter as the City and the insurance carrier can implement a change, life insurance for active employees shall be in the amount of \$60,000 for police officers, with double indemnity provided.

**ARTICLE 37
MAINTENANCE OF CONDITIONS**

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

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

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

**ARTICLE 38
CIVIL SERVICE AND PROMOTIONS**

38.1: The Civil Service requirements as of 7-1-94 for the hiring of police officers shall remain unchanged and shall include the following:

1. Pass the Civil Service written and oral exams with a minimum score of 70%.
2. Minimum age for applicant shall be 21 years at time of testing.
3. Pass psychological test given by a Psychologist or Psychiatrist mutually agreed upon by the Police & Fire Civil Service Commission and the Police Department Administration.

38.2: 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 this Article.

- A. A passing score in the promotional testing process shall be seventy percent (70%) percent in the written portion of the exam and seventy (70%) percent in the oral portion of the exam.
- B. The promotional testing process shall include weight given to the components of the test as follows:
 - 1. 70% upon the written portion of the examination.
 - 2. 30% upon the oral portion of the examination.
 - 3. Seniority bonus of ½ point per year of Westland service with a 20-year cap for a maximum of 10 points.
- C. 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 sergeant or higher rank from departments in the Metro area (exclusive of Westland).

**ARTICLE 39
MANAGEMENT RIGHTS**

39.1: There is reserved exclusively to the City all responsibilities, powers, rights and authority vested in it by the laws and constitution of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this Agreement.

39.2: It is recognized by the parties that the government and management of the City, the control and management of its properties and the maintenance of municipal functions and operations are reserved by the City and that all legal prerogatives of the City shall be paramount and shall be solely the City's right and responsibility.

39.3: Such rights and responsibilities belonging solely to the City are hereby recognized, prominent among which, but by no means wholly inclusive are; all rights involving public policy and the right to assign personnel to various duties within the Police Department.

39.4: It is further recognized that the selection and direction of the working forces including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the hours of work and to relieve employees from duty because of the lack of work are solely the responsibilities of the City.

39.5: The parties agree that the City may hire and assign civilian employees to perform the duties and responsibilities of front desk officer(s), back desk officer(s), do prisoner handling and booking, call taking and to assist POW officers with prisoner transport to the 18th District Court.

39.6: The City agrees that it shall exercise these rights in conformity with the terms of the Agreement as they pertain thereto and shall not exercise these rights in conflict with the terms of this Agreement.

**ARTICLE 40
JURY DUTY**

40.1: Employees who are called and/or serve on Jury Duty on a scheduled work day shall be considered as having worked that day, provided that proof of serving jury duty is given, checks from Court are turned in and duty was for more than four (4) hours. If an employee serves less than four (4) hours, he shall return to work or report for his regularly scheduled shift.

**ARTICLE 41
SPONSORED POLICE OFFICERS ATTENDING ACCREDITED POLICE ACADEMY**

41.1: Probation

Police officers shall serve a one (1) calendar year probationary period from date of hire. Police officers who have been sponsored through the police academy by the department shall begin their one year probationary period upon successful completion of the police academy.

41.2: Overtime/Court Time

Police officers who are being sponsored through an accredited police academy by the City of Westland shall be classified as a 40 hour per work week employee. It's understood that due to the nature of the police academy, officers may need to change work hours to accommodate the academy schedule and may spend additional time preparing for tests/exams. Officers while enrolled in the academy will not be eligible for overtime, time owed or any other form of compensatory time because of these additional requirements.

41.3: Clothing Allowance

Police Officers who are being sponsored through an accredited police academy by the City of Westland shall not earn the clothing allowance until successful completion of the academy.

41.4: Weapons Allowance

Police officers who are being sponsored through an accredited police academy by the City of Westland shall not earn the weapons allowance until successful completion of the academy.

41.5: Education

Should an employee resign within three (3) years of being sponsored through the police academy (based on graduation date), the employee shall repay to the City of Westland the full cost of the police academy tuition. If the employee resigns after the three year period they are under no obligation to repay the City.

41.6: Holiday Pay

Police officers who are being sponsored through an accredited police academy by the City shall not receive holiday pay until successful completion of the academy.

41.7: Pension

Police officers who are being sponsored through an accredited police academy by the City of Westland shall not be entitled to any pension benefits until successful completion of the academy as pension benefits are set forth in sections 44.1 – 44.8

Employment with the City of Westland shall immediately terminate for any officer sponsored through an accredited police academy and upon notice to the City that the officer failed to successfully complete the academy. The City shall have no obligation to fund any costs related to any future attendance at an accredited police academy or to employ the individual in some other position with the City.

**ARTICLE 42
STRIKES AND LOCKOUTS**

42.1: It is mutually agreed between the parties hereto that the Union or Association will not call, authorize or participate in any strike during the term of this Agreement and that the City will not engage in any lock out of employees during the term of said Agreement.

**ARTICLE 43
SAVINGS CLAUSE**

43.1: If any article or section of this Agreement or any appendices or supplements thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

**ARTICLE 44
PENSION – POLICE OFFICERS**

44.1:

- A. The City shall provide pension benefits for police officers as required by Act 345 Public Acts of Michigan of 1937, as amended. The City shall provide that the regular retirement pension payable to retired police officers hired prior to July 1, 2014 shall be 2.8% of the average final compensation multiplied by the first thirty (30) years of service credited to the retiree, plus one (1%) percent of his average final compensation multiplied by the number of years, and fraction of a year, of service rendered by him which are in excess of thirty (30) years. Police officers shall be permitted to receive a normal retirement after twenty-five (25) years of service, regardless of age.

- B. 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: base wage, holiday pay, clothing allowance up to \$1,250, weapons qualification pay up to \$1,000, education allowance up to \$2,000, senior knowledge pay up to \$3,500, pay for unused sick leave to a maximum of 1,200 hours and pay for unused vacation leave up to 912 hours.
- C. The AFC for officers hired on or after January 1, 2010 shall be calculated on base pay and overtime pay.
- D. The pension for Police Officers hired on or after July 1, 2014 shall be as follows:
 - 1. For years of service earned prior to July 1, 2019, credit shall be based on a 1.75% multiplier and based on base wages only. Effective July 1, 2019 and for years of service earned thereafter, credit shall be based on a 2.25% multiplier and shall be calculated on base pay and overtime pay.
 - 2. Normal retirement shall be at age fifty (50), with vesting at ten (10) years of uninterrupted service. There shall be no escalator or cost of living increases. AFC shall be calculated as provided above, based up on the employee's best five (5) years of service.
- E. Optional Defined Contribution Plan- Any Employee hired on or after [date of ratification] shall, within 30 calendar days from date of hire, elect between participating in a Defined Contribution retirement plan through MERS or the existing Defined Benefit retirement plan. Once the employee makes the election, he or she shall not be allowed to later switch plans. The City will contribute ten percent (10%) of the employee's base wages, with vesting after four (4) years of employment, and the employee will contribute a minimum of five percent (5%) of his or her base wages, provided that the employee and employer aggregate contributions do not exceed the I.R.S. plan contributions limits. The employee shall have the option to contribute additional amounts toward his or her retirement through payroll deduction, subject to I.R.S. contribution limits.

44.2: All active Police Officers hired prior to July 1, 2014 shall contribute 6% of their pensionable earnings toward their retirement and all active Police Officers hired on or after July 1, 2014 shall contribute 5% of their pensionable earnings toward their retirement; said contributions shall be made on a pre-tax basis through payroll deduction. The contributions are retroactive to July 1, 2019 and payable on a pre-tax basis through payroll deduction.

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

44.4: Prior Service Credit. The following provisions do not apply to an employee who elected the DC plan outlined in 44.1E. Effective upon ratification, May 4, 2020, the following apply to all purchases of prior service credit, regardless of any employee's date of hire

- A. An employee may purchase "prior service credit" when he or she previously (1) served in the military, and/or (2) was employed as a sworn law enforcement officer. Prior service credit shall be applied to calculate an employee's years of service towards his or her pension.
- B. Qualified Service. To qualify, the prior employer(s) must have classified the employee as "full time", and the employee must have worked an average of at least 40 hours per week or 2,080 hours per year. Prior employment under "part time", "temporary", or "seasonal" classification is not qualified for prior service credit.
- C. Furnishing Information. The employee must provide documentation from the prior employer(s) that states (1) the starting and ending dates of employment, (2) whether the employee was classified as "full time" during that period, and (3) the employee worked an average of at least 40 hours per week or 2,080 hours per year.
- D. Ratio of Purchases & Hard Cap. Employees are limited to purchasing 1 year of credit for every 3 years of prior service, up to a maximum of 3 years of credit. The 3-year maximum applies regardless of any higher number of years of prior military or law enforcement service, or any combination.
- E. Limited Option Period. Current employees as of May 4, 2020 have 1 year to apply to purchase prior service credit. Employees hired after [date of ratification] shall be subject to a 1-year timeframe from their date of hire. After the applicable timeframe, an employee's option to purchase prior service credit expires, and the employee permanently waives any option to such purchase.
- F. Payments. If an employee's application is approved, the employee shall pay the calculated payment. The City will offer at least two different payment options, including lump sum and installment payments. Installment payments will be set up for payroll deduction. An employee may use accumulated leave time to make a lump sum payment. Within 14 calendar days of being approved to purchase prior service credit, the employee must contact payroll and elect a payment option.
- G. Interest on Unpaid Balance. After the first 18 months of installment payments, any balance carried will be assessed eight percent (8%) interest, with no prepayment penalty.
- H. Non-Payment. If an employee separates from service with the City for any reason prior to making payment in full, the employee shall not be entitled to the benefits of the prior service credit attributable to the unpaid principle.
- I. Vesting Not Affected. Prior service credit shall not apply towards the vesting period described in 44.3

44.5: Employees who retire after July 1, 1990 shall be entitled to a one-time increase to their monthly pension of 5%, after six (6) full years of retirement.

44.6: Effective December 1, 1983, Police Officers who are members of the Act 345 retirement system shall be allowed to withdraw their accumulated contributions (with interest) at retirement. The parties hereto understand that upon such withdrawal, the Police Officer will reduce that portion of his retirement allowance which was financed by the Police Officer's contribution. In order to determine the formula to be used to compute the assumed rate of investment return, the parties agree to rely on a formula to be drafted by a recognized actuarial firm; however, it is the intent of the parties that said formula use a GATT index.

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

- A. At the time the officer reaches what would have been his normal age and service requirements, his pension shall be recalculated according to the provisions of the contract and Act 345, and based on the actual base salary of the classification that the officer would have received each year had the employee continued to work and its value factored into the Average Final Compensation.
- B. Said disability retirement shall include the continuance of the medical and life insurance plan of this and future contracts until the recalculation to normal retirement as described above or death, whichever comes first, providing the employee does not earn more than fifty (50%) percent of his base pay in other employment. In the event the employee earns more than fifty (50%) percent of his base pay, there will be a dollar-for-dollar offset for all earnings over fifty (50%) percent.
- C. A duty disability retirant shall select an option within sixty (60) days after receiving his/her first duty disability 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 sixty (60%) percent of the regular retirement pension of the deceased retirant. If the duty disability retirant was not married at the time of retirement and at the time of death, his/her 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).

- D. In the event that the Police Officer shall disagree with the findings of any City Doctor as to his medical condition, he can elect to obtain a medical opinion from some other Doctor at his own expense. A Doctor shall be defined as an M.D. or D.O.
- E. One hundred (100%) percent of the cost of the pension, including all related medical insurance expenses for an employee retiring as a result of a duty disability as described above, shall be the obligation of the Act 345 Pension System.

44.9: Both parties agree not to negotiate a change in pension provisions from the date of contract until 2030 for employees hired prior to July 1, 2014 unless required by statute. Thereafter for the next 10 years changes to pension provisions for those hired before July 1, 2014 may be made only with the agreement of a majority of those employees hired before July 1, 2014 unless required by statute.

44.10: If a Police Officer dies in the line of duty, his or her surviving spouse shall be paid a pension and benefits equal to the pension and benefits the Officer would have been entitled to receive if he or she had 25 years of service at the time of death (calculated using the base pay for a five-year Officer and the pension plan into which officer was entered), 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 345 of 1937, as amended, being MCLA 38.556(2)(a), as amended.

44.11: If an employee retires on or after the expiration date of a contract but before a new contract is approved by the City Council, then the employee will be deemed to have retired under the terms of the expired contract.

**ARTICLE 45
RESERVED**

**ARTICLE 46
FIELD TRAINING OFFICER**

46.1: The position of field training officer must be held by a patrolman with two (2) years seniority and at least four (4) years police patrol experience. The Department will post a sign- up list for at least thirty (30) days offering any bargaining unit member an opportunity to sign up as an FTO. Every officer on the list must be afforded equal opportunity and consideration by the City for the FTO position. All FTO's will attend authorized training classes prior to any activity as an FTO. Probationary officers in the FTO program must ride with a trained FTO within the scheduling needs of the Department. Shift Commanders will make every effort to keep probationary officers in the program with a qualified FTO trainer; however, scheduling needs could dictate that the probationary be assigned to a senior officer who is not an FTO. The City will make every reasonable effort to have a trained FTO on every shift.

Three (3) hours of compensatory time per day of training will be given to an FTO, an acting FTO as compensation above and beyond the normal pay per day while training a probationary employee for the first eight (8) months and shall receive two (2) hours of compensatory time for the next four (4) months.

After the 1st eight (8) months, FTO are not required to perform the daily paperwork. After a probationary employee successfully completes the FTO program, he/she will be evaluated by an FTO, acting FTO in conjunction with a shift supervisor.

The Department may place a probationary officer on the road alone after completion of the FTO program. Probationary officers can only graduate from the FTO program after receiving passing grades from a majority of active FTO's and FTO supervisors attending the evaluation meeting. At no time will two (2) probationary officers who have graduated from the FTO program be assigned to a double car together.

Upon two (2) days' notice an FTO may invoke his seniority rights as to double car assignment for one (1) week increments.

ARTICLE 47
GENDER CLAUSE


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

**ARTICLE 48
DURATION OF AGREEMENT**

48.1: This is the sole agreement between the parties. This Agreement shall be binding upon the parties for the period of July 1, 2019 through June 30, 2023. This Agreement may be mutually amended by the parties, and in such event, an amendment will, unless otherwise specifically so stated, become an integral part of the Agreement and shall remain in full force and effect for the term of this Agreement. It is understood that any such amendment must be signed and approved by an executive Officer of the POAM.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day of 6-3-2020 by and through their respective duly authorized officers and agents.

FOR THE CITY:



William R. Wild, Mayor



Richard LeBlanc, City Clerk



Stephani S. Field, Human Resource Director

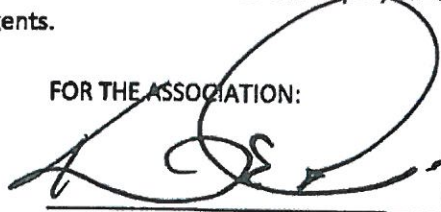


Jeffrey Jedrusik, Police Chief



Dan Block, Budget Director

FOR THE ASSOCIATION:

 6-3-2020

Kenneth Grabowski, Business Agent
Police Officers Assoc. of Michigan



Neil Egan, President




Chad Bristol, Vice-President



Matthew Allen, Treasurer



Jason Neville, Secretary



Robert Schurig, Trustee