

AGREEMENT

BETWEEN

THE CITY OF INKSTER

AND THE

TEAMSTERS, LOCAL 214,

INKSTER POLICE OFFICERS UNION

## PURPOSE AND INTENT

This Collective Bargaining Agreement (“Agreement”) is entered into by and between the City of Inkster (hereinafter referred to as the “Employer,” “Management” or “City”), and the Inkster Police Officers Union, Local 214, International Brotherhood of Teamsters (hereinafter “IPOU” or the “Union”). For purposes of this Agreement, the terms “Employee” or “Employees” shall refer to the employees in the Union as described in Article 1.

The general purpose of this Agreement is to set forth the terms and conditions of employment, and to promote orderly and peaceful labor relations between the City, and its employees, the Teamsters, Local 214 (hereinafter referred to as the “Union”).

The Parties mutually recognize that the responsibilities of both the employees and the City to the public requires that any disputes arising between the employees and the City be adjusted and settled in an orderly manner without interruption of said service to the public as is provided by law.

The Union further recognizes the essential public service herein involved and the general health, welfare and safety of the community is dependent upon proper service to the community and agrees to encourage increased efficiency on the part of its members, and the City agrees to maintain a climate that is conducive to the attainment of increased efficiency.

To these ends, the City, and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives on all levels and among all employees.

NOW, THEREFORE, for and in consideration of the premise and the mutual promises and agreement herein maintained, IT IS AGREED THAT:

## ARTICLE 1 RECOGNITION

1.1: Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of the State of Michigan for the year 1947, as amended, and Act 379 of the Public Acts of the State of Michigan for the year 1965, as amended, the City of Inkster does hereby recognize the Teamsters, Local 214 as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the City included in the bargaining unit described below insofar as the same is permissible under applicable statutes and law.

1.2: The bargaining unit shall include sworn police officers and detectives, and shall exclude corporals, sergeants, lieutenants and higher ranks, management, supervisory personnel, temporary, provisional, seasonal and part-time and all other employees in the unclassified service as defined in the City Ordinance and Personnel Rules and Regulations.

ARTICLE 2  
REPRESENTATION AND BARGAINING COMMITTEE

2.1: The employees shall be represented by a bargaining committee composed of a representative of the Teamsters, Local 214 and four (4) employees, one of whom shall be the chairman of the bargaining committee, who shall be elected in any manner determined by the employees. This committee shall be selected from a group of permanent employees in the bargaining unit. Grievance investigating representatives shall be designated from the bargaining committee by the Chief Steward.

2.2: Promptly following the effective date of this Agreement, the Union and the City shall provide to each other a written list of names and titles of their representatives and will provide prompt notice of any changes.

2.3: There shall be no discrimination against any employee for any reason, including, but not limited to, discrimination because of his/her membership in the Union or because of his/her acting as an officer or in any other capacity on behalf of the Union.

2.4: The Parties shall not discriminate against any employee for any reason, including, but not limited to, discrimination because of age, sex, marital status, race, nationality, religious or political belief, legal Union activities, or for disability. The City and the Union agree to implement the Americans with Disability Act (ADA) on a case by case basis in compliance with the Act and the provisions of this Agreement.

2.5: The Union recognizes its responsibility as bargaining agent without discrimination, interference, or coercion, and agrees to represent all employees without discrimination.

2.6: The Chief Steward or his/her designated representative shall be assigned to the day shift and shall receive time off with pay for previously scheduled collective bargaining sessions.

2.7: The Union will furnish a current list of stewards to the Employer. Stewards will be allowed time off to conduct Union business, to include grievance processing, disciplinary action, Union meetings and negotiations. If such activities are conducted by an off-duty officer, he shall not be compensated for time expended.

2.8: An employee being interviewed on a matter that may lead to disciplinary action or who is required to make a statement that may lead to disciplinary action, shall have the right to have a Union representative present if, at the time of the interview or statement, the employee is the focus of the investigation.

2.9: A suspended or discharged employee shall be allowed to consult a steward before leaving the police department premises, provided one is working on that shift and the suspended or discharged Employee's presence on the premise does not create a disturbance or issue of workplace safety. The Employer shall provide a suitable location for this conference.

ARTICLE 3  
JOINT RESPONSIBILITIES

3.1: No Strike - No Lockout. Under no circumstances will the Union cause or authorize or permit its members to cause, nor will any member of the bargaining unit take part in any strike, stay-in, or slow down, in any facility or property of the City or any curtailment of work or restriction of production or interference with the operations of the City during the term of this Agreement, or during any period of time while negotiations are in progress between the Union and the City for continuance or renewal of this Agreement. In the event of a work stoppage or other curtailment of or interference with production, the City shall not negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until the same has ceased.

3.2: In the event of a work stoppage or other curtailment, the Union immediately, after receipt of written notice by the City, shall immediately instruct the involved employees in writing that their conduct is in violation of the contract, and may be subject to disciplinary action up to and including termination, and instruct all such persons to immediately cease the offending conduct.

3.3: The City shall have the right to discipline up to and including termination any employee who instigates, participates in, or gives leadership to, any activity herein prohibited.

3.4: The City will not lockout employees during the terms of Agreement.

3.5: Non-discrimination. There shall be no discrimination or adverse employment action against any present or future Employee by reason of race, creed, color, age, disability, national origin, sex, union membership, or any other characteristic protected by law, including, but not limited to, claims made pursuant to Title VII of the Civil Rights Act, the ADA, the Age Discrimination in Employment Act, the Elliot-Larsen Civil Rights Act, the Whistleblower Protection Act or any other similar laws, rules, or regulations that prohibit any other form of workplace discrimination, harassment, or retaliation.

ARTICLE 4  
MANAGEMENT RESPONSIBILITIES

4.1: Operation. The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

4.2: Overtime. The Employer has the right to schedule overtime work as required and will equalize scheduled overtime as much as possible within the classifications in which it occurs.

4.3: Discipline and Discharge. The Employer reserves the right to discipline and discharge for just cause. City reserves the right to lay off Employees in its sole discretion. City shall have the right to

establish hours and schedules of work, and to establish the methods and processes by which such work is performed.

4.4: Retention of Right.

- A. It is recognized 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 to the City and that all lawful prerogatives of the City shall remain and be solely the City's right and responsibility. Such rights and responsibilities belonging solely to the City are hereby recognized prominent among which, but no means wholly inclusive are all rights involving public policy, the rights to decide the number and location of plants, stations, etc., work to be performed within the location of plants, stations, etc., work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, in order to operate and manage its affairs in all respects in accordance to law and in a manner which is not in conflict with any provisions of this Agreement.
- B. It is further recognized that the responsibility of the management of the City shall include the right to adopt, revise and enforce working rules and carry out costs and general improvement programs including the right to hire, suspend and discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, is vested exclusively in the City, subject only to the seniority rules, grievance procedure and other express provisions of this Agreement.
- C. No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the following authority conferred on City officials:
  - 1. The Charter responsibility of the Mayor of the City for enforcing the laws of the State and the City, passing upon ordinances adopted by the Mayor and City Council, recommending an annual budget or directing the proper performance of all executive departments.
  - 2. The responsibility of the Mayor and the City Council for the enactment of Ordinances, the appropriation of money and final determination of employee compensation.
  - 3. The responsibility of the City and department for determining classification, status and tenure of members, establishing rules, initiating

promotions, and disciplinary actions, certifying payrolls and reviewing of appointments in the police service.

- 4 . The responsibility of department heads, governed by Charter provisions, Ordinances and departmental rules and as limited by the provisions of this Agreement.
  - a) To recruit, assign, transfer, or promote members to positions within the department;
  - b) To suspend, demote, discharge or take other disciplinary action against members for just cause;
  - c) To relieve members from duties because of lack of work, lack of funds or for disciplinary reasons;
  - d) To determine methods, means and personnel necessary for departmental operations;
  - e) To control the departmental budget; and
  - f) To take whatever actions are necessary in emergencies in order to assure the proper functioning of the department.
  
- D. It is agreed by the department and the Union that the City is obligated, legally and morally, to provide equality of opportunity, consideration and treatment of all members of the department and to establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all members employed by the department in all phases of the employment process. To this end, basic rights and equities of members are established through the City Charter, Executive Orders of the Mayor, Ordinances and Resolutions of the Mayor and the City Council and the rules of the department.
  
- E. It is further intended that this Agreement shall be an implementation of the Charter and Ordinance authority of the Mayor and the City Council and the department heads, rules and regulations promulgated by the department and the provisions of all Public Acts as amended.
  
- F. The department will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Union under this contract.
  
- G. No department official or agent of the City shall:

1. Interfere with, restrain or coerce employees in the exercise of their right to join or refrain from joining a labor organization, except where permitted by law to avoid a conflict of interest.
  2. Initiate, create, dominate, contribute to or interfere with the formation or administration of any employee organization meeting the requirements of the law.
  3. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in a labor organization.
  4. Discriminate against an employee because he/she has given testimony or taken part in any grievance procedure or other hearing, negotiations or conferences as part of the labor organization recognized under the terms of this Agreement or,
  5. Refuse to meet, negotiate or confer on proper matters with representatives of the Union as set forth in this Agreement.
- H. Contracts. The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members nor will it result in a lay-off of the Patrol Unit employees or a number of positions.
- I. Delegation. No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the City and its officials by the Inkster City Charter, State Law or the Inkster Ordinance Code, nor shall the City or its officials abridge such authority.
- J. Reclassification. The Employer reserves the right to create, reclassify, or abolish existing positions based on assignment duties and responsibilities or make changes in assigned duties and responsibilities; provided, however, no employee shall be assigned duties which are not customarily performed by persons in his/her respective job classification. It is agreed that such creation of positions, reclassification, or abolishment, shall not be arbitrary or capricious.
- K. If other sections expressly abridge this section, the other sections shall govern.

ARTICLE 5  
UNION SECURITY

5.1: Membership. All employees within the bargaining unit, upon the date of execution of this Agreement and any new officer entering into the unit during the term of this Agreement, shall, on the 31st day worked following commencement of their employment, become and remain members of the Union and shall be required to pay all Union dues, assessments and initiation fees for the duration of this Agreement.

5.2: Service Fee Deductions. Any employee who elects not to join the Union, or who properly terminates membership in the Union, shall, within thirty (30) calendar days following the effective date of this Agreement or following the effective date of termination of membership, as a condition of continuing employment tender to the Union a representation service fee in an amount not to exceed the amount of dues uniformly assessed against all members of the Union. Such obligation shall be fulfilled by the employee signing, dating, and submitting to the employer the appropriate form provided by the Union.

If any employee fails to submit either a properly executed dues authorization card or a properly executed service fee authorization card, the employer shall treat such employee as a service fee payer and deduct service fees from the employee's pay.

5.3: Compliance Procedure. Any employee who fails to comply with the provisions of this Article shall be suspended from work without pay by the Employer within ten (10) days of the Employer's receipt of notice from the Union that the employee is not in compliance with this Article. The employee shall be reinstated, without back pay, benefits, or seniority, upon coming into compliance with this Article by paying all sums owed including any applicable reinstatement fee.

5.4: Legal Representation and Indemnification. The City will provide legal counsel and pay any costs and judgments that arise out of lawsuits filed against Employees alleging any act committed while said Employee was in the good faith performance of his duties. A contrary determination by the City is not final and binding but is subject to review by an arbitration under the grievance arbitration provisions of this Agreement. Pending a final determination of whether or not the Employee is entitled to defense and indemnification by the City, the City shall promptly undertake such defense on behalf of such Employee.

5.5: Union Indemnification. The Union shall indemnify, defend and save the employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the employer for the purpose of complying with the provisions of this Article.

ARTICLE 6  
UNION DUES AND INITIATION FEES

6.1: Payment by Authorization for Payroll Deduction. Employees may tender the monthly membership dues by signing the "Authorization for Payroll Deduction" form. During the life of this Agreement and in accordance with the terms of the form of "Authorization for Payroll Deduction of Dues" hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union

membership dues levied in accordance with the Constitution and By-laws of the Union from the pay of each employee who executes or has executed the "Authorization for Payroll Deduction" form.

6.2: Deductions. Deductions shall be made only in accordance with the provisions of said Authorization for Payroll Deduction of Dues, together with the provisions of this Agreement.

6.3: Delivery of Executed Authorization for Payroll Deduction Form. A properly executed copy of such Authorization for Payroll Deduction of Dues form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Payroll Deduction of Dues forms which have been properly executed are in effect. Any Authorization for Payroll Deduction of Dues form which is incomplete or in error will be returned to the Union's Financial Secretary by the Employer.

6.4: When Deductions Begin. Payroll deductions under all properly executed Authorization for Payroll Deduction of Dues forms shall be effective at the same time the application is tendered to the Employer.

6.5: Delivery of Additional Payroll Deduction Forms. The Union will provide to the Employer any additional Authorization for Payroll Deduction of Dues forms under which the Union membership dues are to be deducted.

6.6: Refunds. In cases where a deduction is made that duplicates a payment that an employee has already made to the Union or where a deduction is not in conformity with the provision of the Union Constitution and By-laws, refunds to the employee will be made by the Union.

6.7: Remittance of Dues to Financial Secretary. Deductions for any calendar month shall be remitted to the designated financial secretary of the Union not later than the last day of the calendar month in which the deduction was made. The Employer shall furnish the designated financial secretary of the Union monthly with a list of those for whom the Union has submitted signed Authorization for Payroll Deduction of Dues forms. If there is no deduction made, and the Union has submitted a signed Authorization for Payroll Deduction of dues form, the Employer shall include this information and reason for this with his list to the designated financial secretary of the Union.

6.8: Disputes Concerning Payroll Deductions. Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Payroll Deduction of Dues form shall be reviewed with the Union and the designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to the Grievance Procedure. Until the matter is disposed of, no further deductions shall be made.

6.9: Limit of Employer's Liability. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance of payment of any sum other than that constituting actual deductions made from wages earned by employees. The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this section of the Agreement.

ARTICLE 7  
GRIEVANCE PROCEDURE

7.1: Purpose. It is the intent of the Parties to this Agreement to prevent grievances and to settle any which may occur as fairly and promptly as practical. Therefore, it is agreed that there should be time limits between the initiation of a grievance and its occurrence, between steps of the grievance procedure, and the time in which the answer must be given. Any grievance not initiated, taken to the next step, or answered within these time limits, shall be considered settled on the basis of the last answer by the City.

7.2: A grievance is any dispute, controversy or difference between (a) the Parties; (b) the City and an employee or employees; or (c) between or among employees of the City of Inkster, on any issue with respect to, on account of, or concerning the meaning, interpretation or application of this Agreement or any terms or provisions thereof. All grievances submitted on behalf of the Union and/or Union member must be signed by a Union representative and/or Union member when appropriate.

7.3: Informal Resolution. The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level or supervision.

7.4: Timely Action. Immediate supervisors, commanding officers and reviewing officers shall consider promptly all grievances presented to them, and within the scope of their authority, take such timely action as is required.

7.5: Electronic Submission of Grievance. A copy of each grievance at each step shall be tendered to the City's grievance inbox: [grievance@cityofinkster.com](mailto:grievance@cityofinkster.com). The date and time stamp of the outgoing email with the grievance shall be deemed conclusive proof of the date and time that the grievance was filed.

7.6. Electronic Submission of Responses. A copy of the grievance response at every step shall be tendered to an email box that the Union designates for receipt of grievance responses. The date and time stamp of the City's outgoing email response shall be deemed conclusive proof of the date and time that the response was filed.

7.7: All grievances shall be processed in the following manner and within the stated time limits:

- A. Step 1. An employee who has a grievance may discuss his/her complaint with his/her immediate supervisor, with or without the presence of a Union representative. The Parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory settlement at this point. The supervisor shall make arrangements for the employee to be off of his/her job for a reasonable period of time, when necessary, in order to discuss the complaint with his/her Union representative. The grievance must be so presented within ten (10) working days after its occurrence, or within ten (10) working days after knowledge of its occurrence. The supervisor shall give his/her verbal answer to the grievance within ten (10) working days after the date of presentation of the grievance.

1. In matters where the grievant may face possible discipline a formal notification of charges shall be made to the grievant and Chief Steward no less than 24 hours prior to

Step 2.

- B. Step 2. If the matter is not satisfactorily settled by such discussion with the supervisor, the aggrieved employee shall report such grievance to his/her Union representative as soon as possible, but in any case, within ten (10) working days of having received a verbal response from his/her supervisor as provided for in Step 1. Such report shall be in writing and shall set forth the nature of the grievance, the date of the matter complained of, the names of the employee or employees involved, and the circumstances surrounding the grievance. In matters where the grievant may face possible discipline or wishes to continue on with his/her grievance complaint from step one the Union representative shall then make arrangements to discuss the grievance/discipline with the Assistant Chief or his/her designee within ten (10) working days. The Assistant Chief or his/her designee shall render his/her decision in writing within ten (10) working days after such discussion.
- C. Step 3. If the grievance is not satisfactorily settled as a result of this meeting, the Chief Steward or his/her designated representative may appeal such grievance to The Chief of Police within ten (10) working days of receipt of the written decision by the Assistant Chief or his/her designee as provided for in Step 2. A meeting shall then be arranged with The Chief of Police, Chief Steward, Steward, and grievant as soon as possible after receipt of the written decision of the Assistant Chief of Police or his/her designee. A decision in writing by the The Chief of Police shall be given to the filing unit member and to the union within ten (10) working days after such meeting.
- D. Step 4. If the grievance is not satisfactorily settled as a result of this meeting, the Chief Steward or his/her designated representative may appeal such grievance to the Mayor (or Designee) within ten (10) working days of receipt of the written decision by the Chief as provided for in Step 3. A meeting shall then be arranged with the Mayor (or designee), Chief Steward, Steward, grievant, Local Union Business Representative, and/or their designees as soon as possible after receipt of the written decision of the Chief of Police. A decision in writing by the Mayor (or designee) shall be given to the filing unit member and to the union within ten (10) working days after such meeting.
- E. Step 5. If the grievance is not satisfactorily settled as a result of this meeting, as provided for in Step 4, the union shall file its written demand for binding arbitration with the Federal Mediation and Conciliation Service (FMCS) and notify the City of that demand in writing within sixty (60) days after the meeting with the Mayor (or designee).

Arbitration. If the Union believes that the matter should be carried forward and chooses the Arbitration method, it must file its demand within sixty (60) days after the written decision of the Mayor (or designee), refer the matter to binding arbitration under the FMCS. Said arbitrator shall be selected in accordance with the Labor Arbitration Rules of the FMCS and such rules shall govern all procedures unless otherwise set forth herein.

The arbitrator shall fix a time and a place for hearing upon reasonable notice to each Party. After such hearing, the arbitrator shall promptly render a decision which shall be binding upon both Parties but the arbitrator shall have no power to render a decision which adds to, subtracts from or modifies this Agreement; the decision shall be confined to the meaning of the contract

provisions which give rise to the grievance dispute. The decision of the arbitrator shall be final and binding on both Parties and may not be appealed. The cost of the arbitrator shall be borne equally by both Parties.

7.8: Limitations of Authority:

- A. The Arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provisions of this Agreement and he/she shall be without power and authority to make any decision:
  - 1. Contrary to City's right to establish, adopt, amend, promulgate, and enforce uniform work rules for its Employees. The Arbitrator may not adopt any work rule that contradicts those set forth herein;
  - 2. To require City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations, or discretions which by federal or State law, Board actions or federal mandates City cannot delegate, alienate or relinquish, nor to rule on the purchase of buildings or equipment;
  - 3. Granting any wage increases not provided for in this Agreement;
  - 4. Granting any promotion, demotion, transfer, job assignment, layoff, recall, job classification change or similar personnel transaction as relief in a discipline review case unless the arbitrator determines that the discipline is contrary to this Agreement.
- B. No settlement at any stage of the grievance procedure except an arbitration decision, shall be a precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceeding.
- C. All claims for back wages shall be limited to the amount of wages that the Employee otherwise would have earned less any compensation received from any Unemployment Insurance, Long Term Disability Insurance, Sickness and Accident Insurance, and Automobile Accident Income Replacement Insurance, to the extent that these insurance policies are funded by the City
- D. The decision of the Arbitrator in a case shall not require a retroactive wage adjustment in another case, except by mutual agreement of the parties.
- E. There shall be no appeal from the arbitrator's decision if made in accordance with his/her jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on City, on the Employee or Employees, and on the Union.
- F. In the event a case is appealed to an arbitrator and he/she finds that he/she has no power or authority to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

7.9: The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. The grievant and the Union's Chief Steward or his/her designated representative shall not lose time or pay for time off the job while attending the arbitration proceedings.

7.10: Except as specifically provided herein, or in supplements hereto which are part of this Agreement, the parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues which were or which could have been made the subject of negotiation. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters, which are not excluded from arbitration.

7.11: Time limits for all steps. The Employee's or Union's failure to comply with the time limits described in the Article shall bar the grievance. In the event of a grievance filed by City, the time limits for answering grievances and processing grievances to the next step shall apply.

- A. All grievances not moved to Step 4, Arbitration, with the prescribed time limits shall be considered settled based on the last City's last answer.
- B. An extension of the time limits of any of the Grievance Procedure steps may be granted only by mutual consent of the parties and in a writing signed by authorized representatives of the Union and Management. Any grievance not appealed by the Union in writing to the next step within the specified time limit following receipt of Management's answer from the previous step shall be considered settled on the basis of Management's last answer.

7.12: Election of Remedies. It is the intent of the Parties that disputes between City and the Union and the Employees it represents should not be subject to potential inconsistent resolution of grievances in more than one forum. In the event that an Employee or the Union has any dispute with the Employer which has been alleged as a grievance, then the Union and the Employees it represents do hereby agree that if the Employee or Union elects to pursue any legal or statutory remedy under federal, state, or local law, or administrative regulation for alleged conduct which may also be a violation of this Agreement, such election shall immediately bar any further or subsequent proceedings for relief under the provisions of this Article, the right to grieve shall be waived and the arbitrator shall be divested of all authority. In the event that an Employee files such a claim, the City shall be entitled to a setoff for all pay, benefits or other remedies provided under this Article.

## ARTICLE 8 PAYMENT OF BACK PAY CLAIMS

8.1: Back wages will be paid to any employee upon a finding that said employee is entitled thereto, in such amounts as may be determined through the grievance procedure; which amount and right thereto shall be determined in the same proceedings.

8.2: No claim for back wages or pay shall exceed the amount of pay or wages the employee would otherwise have earned based on his/her regular wage or pay rate.

ARTICLE 9  
PROBATIONARY EMPLOYEES

9.1: A new employee shall be a probationary employee without seniority until he has been employed and actively at work for a period of one year - at the end of which period he shall be either terminated or entered on the department-wide seniority list of the City as of the first day of his/her employment, except that probationary employees shall not acquire seniority. In the case of the probationary employees, they shall acquire seniority on the date they are placed as a permanent appointment and their seniority date shall be the date they were originally hired as a probationary employee in this same position. Upon satisfactory evaluation by the Chief of Police of the probationary employee, his or her probationary period may be terminated prior to one (1) year but not less than six (6) months.

9.2: The probationary period for Police Academy graduates shall be from the date of hire until twelve (12) months after graduating from the Police Academy. Probationary employees may be dismissed at will by the Appointing Authority at any time during the probationary period with or without notice and with or without cause. The Appointing Authority's decision to dismiss an employee during their probationary period is not subject to the grievance procedure.

9.3: At any time during the probationary period, the Chief of Police may remove or demote an employee. Any employee on probation in a promotional appointment shall have the right to return to his/her previous appointment, if the Chief decides to remove him/her from the promotional appointment during the period because the employee does not meet the required work standards. The matter may then become a proper subject for a special conference.

9.4: During the probationary period of a promotional appointment, the probationary employee may, without prejudice, revert back to his/her former classification.

9.5: Any new probationary employee will not have recourse to the grievance procedure for any matter arising during his/her probationary period, including layoff or termination at the discretion of the City.

9.6: Any employee laid-off or terminated during his/her probationary period and rehired within ninety (90) calendar days following his/her last day of work will be considered to be completing the probationary period which he has previously started. An employee who completes his/her probationary period in this manner shall be credited with the total amount of calendar days worked as probationary period for the purpose of determining his/her date of employment and position on the department wide seniority lists. An employee rehired after ninety (90) days will be considered a new employee and will begin a new probationary period.

9.7: Probationary periods may be extended by the Police Chief but not to exceed an additional ninety (90) days. The extension of probationary periods shall be reduced to written form with a copy filed with the Union before the end of the probationary period.

9.8: Probationary Officers shall be allowed to patrol as a single unit and be counted as manpower during night time hours. Each officer must complete all phases of the Field Training Officer Program with no

exceptions. After each officer completes all phases of the Field Training Officer Program they must be evaluated by their immediate supervisor and the Field Training Officer Program supervisor. When the officer has met all the requirements of the Field Training Officer Program the Chief may approve the officer to patrol as a single officer during night time hours.

9.9: Prior to termination of probation, an officer shall have at least six (6) months of road service with the City of Inkster.

#### ARTICLE 10 LAYOFF AND RECALL

10.1: Definition. Layoff shall mean the separation of Employees from the active work force due to economic necessity or to lack of work.

10.2: A layoff shall be in accordance with the seniority list as described in Article 11 of this Agreement with the least seniority persons being laid off first.

10.3: Notice of Layoff. Employees to be laid off indefinitely under the provisions of this Section shall be given at least fourteen (14) calendar days prior to notice.

10.4: The Chief Steward of the Union shall be retained, exempt from the provisions of this Article.

10.5: Recall shall be inverse order to layoff. Persons subject to recall shall be given five (5) calendar days written notice and upon expiration of this time without affirmative response, shall be removed from the recall list.

#### ARTICLE 11 SENIORITY

11.1: Definition. Seniority shall mean the status attained by length of continuous MCOLES-certified sworn service with the Inkster Police Department.

11.2: Accrual of Seniority. Seniority shall begin with the last date of entering the service of the Inkster Police Department. Two or more persons who entered the service of the Police Department on the same day shall be ranked in alphabetical order on the seniority list.

11.3: Loss of Seniority. Employees shall lose their seniority for the following reasons:

A. Discharge, if not reversed.

B. Resignation - an employee absent for four (4) consecutive normally scheduled work days without notification of valid reason to the Police Department, and who has no legitimate reason for not notifying the City of his/her absence, may be considered as having resigned.

- C. Unexcused failure to return to work when recalled from layoff as set forth in the recall procedure.
- D. Unexcused failure to return to work after expiration of a formal leave of absence.
- E. Retirement.
- F. Layoff for a continuous period of one year or the length of the employee's seniority, whichever is greater.
- G. The Employer shall send written notification by registered mail to the employee at his/her last known address that he has lost his/her seniority, and his/her employment has been terminated. A copy of such notification shall be presented to the Union.

11.4: Seniority Lists. Management shall maintain a roster of employees arranged according to seniority by department, showing name, position, class and seniority date, and shall furnish a copy to the Union upon the Union's request.

## ARTICLE 12 PROMOTIONS/TESTING

- 12.1: Promotion shall be made on the basis of employees meeting the necessary requirements as specified and shall be subject to both written and oral examination.
- 12.2: Written examination passing score shall be 70% (total weight 70 points out of 100 points).
- 12.3: Oral examination (total weight 30 points out of 100 points).
- 12.4: The combined written and oral examination score shall be at least 70% in order to be eligible for promotion.
- 12.5: After a combined passing score of 70% has been achieved, the seniority credits of a maximum of ten (10) points computed at the rate of 2 point per year shall be added to the combined written and oral points.
- 12.6: The selection of a candidate for promotion to Detective or Sergeant shall be made from the top three (3) passing scores, except when affirmative action is invoked by the City. If by reason of affirmative action, the City wishes to select someone other than the top three passing scores, the affirmative action candidate with the top score must be selected.
- 12.7: To insure the impartiality of the members of the oral board, the Michigan Municipal League shall select the members of the oral board.

12.8: Management retains the right to add or delete ranks. Where ranks are added within this unit, Management will bargain over the wages, hours, terms and other conditions of employment for new ranks within this unit.

ARTICLE 13  
DISCIPLINE AND DISCHARGE

13.1: Disciplinary actions or measure shall include, but not be limited to, the following:

- A. Oral warning
- B. Written reprimand
- C. Suspension and/or loss of leave time, notice to be given in writing;
- D. Discharge
- E. Demotion; and
- F. Criminal charges.

Disciplinary action may be imposed upon an employee for failing to fulfill his/her responsibilities as an employee and as stated in the adopted Personnel Rules of the City of Inkster and the Rules and Regulations of the Department, and as contained in this Agreement, subject to Paragraph 13.7 hereof.

13.2: The present and future personnel policies, rules, and regulations of the City of Inkster, as well as the Departmental Rules and Regulations of the Police Department of the City of Inkster, together with any present and future amendments, shall be applicable in all cases, except as specifically modified or altered by this Agreement and subject to Paragraph 13.7 hereof.

13.3: If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or in public.

13.4: The employee shall be confronted with any written reprimand, and may acknowledge notice of said reprimand by his/her signature. The signature of the employee on a written reprimand is not to be construed as his/her agreement with the charges, but is to be considered only that he has knowledge that such a reprimand is in existence.

13.5: The City shall not discharge or otherwise discipline any employee without just cause. If, in the case, the City feels there is just cause for discharge, the employee involved will be suspended for five (5) days. The employee and the Chief Steward will be notified in writing that the employee has been suspended and is subject to discharge.

13.6: The Union shall have the right to take up the suspension and/or discharge as a grievance at the second step of the grievance procedure.

13.7: The City agrees all actions for discipline and discharge shall be based upon an alleged violation of City or Department policies, rules, regulations, and/or special notices which have been served upon the Union Representative and five (5) copies of each shall be provided to the Union for dissemination to the Union members.

13.8: Whenever a member of the Bargaining Unit is under investigation or subject to examination or questioning by a commanding Officer and/or the appropriate bureau or unit for any reason which could lead to disciplinary action or charges, such investigation or questioning shall be conducted under the following conditions:

- A. No member of the bargaining unit shall have his/her name, home address or photograph given to the press or news media without his/her consent.
- B. If the member about to be questioned is under arrest or likely to be placed under arrest as a result of the questioning, the member shall be completely informed of all his/her constitutional rights prior to the commencement of any questioning. At that point the member(s) shall have the right to have a conference with the Union or the member, shall have the right to recess said meeting for consultation with the Chief Steward, Business Representative and/or their designated representative.
- C. No member of the Bargaining unit shall be subjected to disciplinary action for appearing before a State or Federal grand jury at which the member presented testimony under oath and has been sworn to secrecy.
- D. No member of the bargaining unit shall be required to subject himself/herself to a polygraph examination.

13.9: Removal of Records from the Personnel File: All written warnings shall be removed within one (1) year and written reprimands within twenty-four (24) months of the date of issuance unless the employee receives further disciplinary action for misconduct of a similar nature. A written warning or written reprimand may be destroyed earlier if the Supervisor believes the employee's improvement in conduct or attitude warrants earlier destruction of the written warning or reprimand. The aforementioned language shall not prohibit the employer from exercising its rights under the doctrine of progressive discipline and shall not use a reprimand over twenty-four (24) months from the date of issuance, subject to the provision of this paragraph.

13.10: Any Bargaining Unit member shall have the right to review his/her personnel file at any reasonable time during normal business hours of the City. The member, at his/her request, shall be furnished a copy of any new entry.

ARTICLE 14  
HOLIDAY PROVISIONS

14.1: Each employee shall receive compensation for thirteen (13) holidays at their normal rate of pay in lieu of holiday time off.

14.2: The thirteen (13) holidays shall be designated as follows: New Year's Day, Dr. Martin Luther King's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day and the Employee's Birthday.

14.3: Holiday pay for employees to be paid in accordance with paragraphs 14.1 and 14.2 above shall be paid to each employee upon the first regular payday following December 1st of each year, or as accrued time upon separation.

ARTICLE 15  
DUTY DISABILITY LEAVE

15.1: A "Duty Disability Leave" shall mean a leave required as a result of the employee incurring a compensable illness or injury while in the employ of the City covered by the Michigan Workers' Compensation Act.

15.2: In order to be eligible for Duty Disability Leave, an employee shall; immediately upon becoming aware of the injury or illness, immediately report any illness or injury, however minor, to his/her immediate supervisor and take such first aid or treatment as may be recommended, or waive such first aid or treatment in writing.

15.3: Employees on Duty Disability Leave shall not accrue sick leave.

15.4: Seniority or probationary employees who are unable to work as a result of an injury or illness sustained in the course of employment with the City shall receive duty disability pay as follows:

- A. Management shall, for a period not to exceed fifty-two (52) weeks, supplement without charge to sick leave or vacation leave, workers' compensation equal to the normal weekly earnings, excluding overtime and premium pay.
- B. After fifty-two (52) weeks of duty disability leave, if the employee has sufficient accrued sick leave, he will receive a payroll check for the difference between the workers' compensation check and his/her normal bi-weekly payroll check, exclusive of shift differential and other work premiums, to the extent of his/her accrued sick leave only.

ARTICLE 16  
INCOME PROTECTION DISABILITY

16.1: For disabling injuries not duty related, the City shall make available an Income Protection Disability Insurance Program, encompassing the following principles:

- A. Eligible - Full time permanent salaried employees not yet age 65. New employees covered on the first of the month following employment. All qualified employees must participate.
- B. Monthly benefits begin after 90 consecutive days of disability and will be sixty percent (60%) of salary up to \$1,200 benefit per month, exclusive of overtime or other pay additives.
- C. Monthly benefits for a period of two (2) years will be paid when an employee is certified by a qualified physician as being unable to engage in regular City occupation due to sickness or accidental bodily injury. If employee is certified by a qualified physician as being unable to engage in any gainful occupation for which he is reasonably qualified by training, education or experience, monthly income benefits will continue to be paid.
- D. Employee to pay fifty (50%) percent of premium costs, which are to be deducted from paycheck.
  - 1. Employees premium will be waived while on disability and the benefit will be reduced by all amounts which employee is entitled to under social security, workers' compensation and other government and Employer sponsored benefits.
  - 2. No evidence of insurability required.
  - 3. Maximum Duration - Sickness and accident to age 65.

ARTICLE 17  
EMERGENCY LEAVE, MATERNITY LEAVE, FAMILY AND MEDICAL LEAVE

17.1: In the case of serious illness or maternity in his/her immediate family, a regular employee shall be granted an emergency leave of absence with pay for a period not to exceed three (3) days upon the approval of the Police Chief.

17.2: "Immediate Family" as applied to Section 17.1 is defined as wife, husband, brother, sister, parent, parent-in-law, son-in-law, daughter-in-law or child.

17.3: Emergency leave is chargeable to sick leave credits and in the case of a probationary employee or an employee who does not have the accumulated sick leave credits, emergency leave may be granted as an advance in sick leave accumulation upon the approval of the Mayor.

17.4: Paternity/maternity leave.

- A. Any employee parent is entitled to and may take 168 hours of paid leave in connection with the birth of their child prior to being required to use other paid forms of leave (Sick, Personal, Vacation). This leave benefit is also intended to include employee parents who are adopting a child. In order for an employee to qualify for such leave, the employee must notify the City at least three (3) months prior to the anticipated date of delivery or adoption. This leave is to be taken contemporaneously with the birth or adoption, however, the beginning date of the leave is left to the employee's discretion so long as the employee gives the proper notice. This paid paternity/maternity leave is intended by the parties to be in addition to and separate from other forms of leave discussed elsewhere in this agreement and is to accrue only upon notice to the City by the employee of the anticipated birth or adoption of a child. This paid paternity/maternity leave is intended by the parties to be used as needed by the employee under the circumstances contemplated by this Article (i.e., to create a time-period within which the employee parent will be able to concern themselves with the welfare of the new child while lessening financial and time pressures), and shall not be cumulatively accrued or "banked" to the employee's long-term benefit, and is not to be paid out upon separation or retirement. In the case of a female employee who has given birth to a child, a return from such leave shall only be after an appropriate physical examination and medical clearance of fitness for the work to which the Employee is expected to return.
- B. Any employee shall be entitled to an unpaid leave of absence not to exceed six (6) months in connection with the birth of their child. This leave of absence is also intended to include employee parents who are adopting a child. In order for an employee to qualify for such leave, she/he must notify the City at least three (3) months prior to the anticipated date of delivery. The beginning date of such leave shall be left to the discretion of the employee so long as the employee meets the notice requirement. When said employee gives written notification to the City of his/her desire to return to work, the City shall reinstate said employee within two (2) weeks from receipt of written notification, to work which is as nearly comparable to the position and classification held at the time leave was granted, and subject to the seniority provisions of the City for its employees. If her/his former position is vacant, he/she shall have first preference to the vacancy. In the case of a female employee who has given birth to a child, a return from such leave shall only be after an appropriate physical examination and medical clearance of fitness for the work to which the Employee is expected to return. This Article is not intended to substitute for or preclude an employee's voluntary use of paid forms of leave in connection with the birth or adoption of a child, such as sick, vacation, or personal leave, or paternity/maternity leave under Article 17.4.A.

17.5: Except as outlined above, this Article shall otherwise be in accordance with the Family and Medical Leave Act (FMLA) of 1993.

17.6: Effective March 4, 1996 and in accordance with the Family and Medical Leave Act of 1993 (FMLA), the City will grant eligible employees up to twelve (12) weeks of unpaid leave during any 12 month period based upon a backwards rolling calendar for any of the following reasons:

- A. To care for an employee's child after birth or placement for adoption or foster care;
- B. To care for a child, spouse or parent with a serious health condition (as defined by FMLA and regulations); or
- C. Because an employee's own serious health condition (as defined by FMLA and regulations) makes the employee unable to perform his or her job.
- D. As required by the Act, the City shall continue a bargaining unit member's group health insurance coverage during the period of the FMLA leave, and shall return him or her to the same or an equivalent position following the leave.
- E. The FMLA leave policy will be administered in accordance with FMLA and the regulations promulgated by the Department of Labor to implement the Act, except as set forth in this Article. Any violation of the FMLA shall be subject to the grievance and arbitration provisions of this agreement.
- F. The City shall not require a bargaining unit member to substitute more than fifty percent (50%) of his or her accrued vacation leave for unpaid leave taken under the FMLA for reasons other than the employee's own illness. The City shall not require a bargaining unit member to substitute accrued paid sick leave for any FMLA leave taken other than for the employee's own illness. Sick leave for an employee's own qualified illness shall run concurrently with leave taken under FMLA.
- G. A bargaining unit member who takes FMLA leave shall continue to accrue seniority for all purposes during the period of FMLA leave, and shall continue to receive all insurance benefits provided for in this Agreement.

ARTICLE 18  
FUNERAL LEAVE

18.1: An employee shall be entitled to four (4) consecutive working days per funeral to make preparations for and attend the funeral of an immediate member of his/her family within 300 miles of the City of Inkster. An immediate family member for this purpose shall be deemed a husband, wife, children, parents, brother, sister or parent-in-law. An employee shall be entitled to three (3) consecutive days for the funeral of a brother-in-law, sister-in-law, grandparents, and grandchildren if within 300 miles of the City of Inkster. One day shall be allowed in the event of the death of an aunt or uncle. One additional day for travel will be given for any such funeral being held over 300 miles in distance. Proof of death must be submitted to the City within ten (10) days of return of an employee upon the request of the Chief of Police.

18.2: Should the death of immediate family occur while an employee is on a scheduled vacation leave, he shall be eligible to receive these benefits provided he notifies the City prior to the date of the funeral.

18.3: Employees who wish to attend the funeral or serve as pallbearers at a funeral of a fellow employee or former employee will be paid during the time they must be off the job.

18.4: Funeral leave for immediate family is not chargeable to sick leave credits. An employee may elect to use earned vacation time in lieu of accumulated sick time for non-immediate family. Additional leave may be granted in special cases subjected to the approval of the Chief.

ARTICLE 19  
LEAVE OF ABSENCE - WITHOUT PAY

19.1: The Chief of Police may grant leaves of absence without pay to regular employees for periods up to the extent of his/her authority.

19.2: A leave of absence without pay may be requested for any legitimate purpose but such leave shall not be granted if it is detrimental to the best interests of the City.

19.3: Employees shall request such leaves of absence in writing well in advance of the date so desired; however, the Mayor may make exceptions in emergency situations.

19.4: No benefits except seniority will accrue for an employee on a leave of absence without pay. For leaves exceeding thirty (30) days the employees may continue such benefits as hospitalization, life insurance, etc., at his/her own expense.

ARTICLE 20  
MILITARY LEAVE

20.1: As is previously provided in this Agreement, the City agrees to abide by the re-employment rights as provided in the Selective Service Act as it is now in effect or may be amended. Regular employees who are members of the National Guard or a Military reserve organization will be granted a leave of absence without pay if called to active duty.

20.2: The City and the Union will comply with the Uniformed Services Employment and Reemployment Act (USERRA).

ARTICLE 21  
SICK LEAVE

21.1: Sick leave shall not be considered a privilege which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability of an employee:

- A. Employees will accrue one (1) sick leave day per month or twelve (12) days per year (except for Employees hired on or after April 18 of 2011, see Article 21.2, below). The accumulation of sick leave credit shall not exceed two hundred (200) days for any employee. Vacation leave and paid holidays shall be considered as days worked for accumulation of sick leave benefits. Sick leave shall be computed from the first full working day of the employee. However, no employee shall be entitled to sick leave credit until he shall have completed his/her probationary period at which time he shall be credited with the number of hours he will have earned during his/her probationary period of service. Except for job-incurred disabilities, an employee who has not served his/her probationary period of service shall not be paid for his/her absence due to illness. As a matter of mutual convenience, probationary employees shall be entitled to sick leave pay after the completion of the fourth month of their probationary period, based upon the credit earned in the beginning of the fourth month and shall be entitled to sick leave credit for the first ninety (90) days of this probationary period upon the successful completion of their one (1) year probationary period.
- B. The amount of sick leave used by an employee shall be equal to the number of regularly scheduled hours he would otherwise have worked during his/her absence on such leave. Should a change in the work week occur, accumulated sick leave shall be credited on the basis of the new work week schedule. Accumulated sick leave credits shall be converted to hours that would have been earned on the new work week schedule.
- C. A certificate of illness or injury from a physician, if available, may be required by the Chief as evidence of illness or disability before compensation for the period of illness or disability is allowed, and shall be mandatory if the illness or disability exceeds two (2) consecutive working days. Abuse of the sick leave privilege or falsification of illness or disability will result in disciplinary action up to and including discharge.
- C. Sick leave will not be allowed if it is established that the absence is due to illegal use of narcotics or intoxicants, willful misconduct or any illness or injury while self-employed or employed by other than the City.
- D. Any employee who becomes ill and unable to report for work must, unless circumstances beyond the control of the employee prevents such reporting, notify the supervisor on duty at least one (1) hour before the starting time of his particular shift on the first day of his/her absence, and thereafter, if not hospitalized, or sick leave pay will not be allowed and the employee shall be considered absent without leave.
- E. If the employee so elects, after all accrued sick leave is used, vacation leave may be used and payment made therefore to the extent of vacation leave accrued to which employee is entitled as of such date.
- F. When an employee receives his/her last check for sickness or disability, he will be placed on leave without pay for a period not to exceed one (1) year. If, at the end of that time, employee is still unable to return to work, his/her employment shall be terminated. Employee shall be eligible for re-employment, provided he has completely recovered, and has a doctor's statement

to that effect subject to the City's physical examination and approval and provided further, that a position is available in accordance with his/her seniority.

- G. Upon ordinary retirement of an employee, the employee, or upon death the employee's estate, shall have the option to receive a cash payment at his/her current rate of pay, of seventy-five (75%) percent of his/her accumulated sick time, or one hundred fifty (150) days, whichever is less. Or, in anticipation of retirement, the employee may use accumulated sick leave credit in lieu of or to replace regularly scheduled work days prior to the employee's retirement date. Upon retirement termed disability under the City of Inkster pension plan, an employee shall receive cash payment at his/her current daily rate of pay, excluding premium rates, for seventy-five (75%) percent of his/her accumulated sick time but not to exceed one hundred fifty (150) days of payment. No payment is to be made for unused sick leave upon separation from City employment except upon retirement, either ordinary or disability, as defined in the employee's retirement plan, or upon death.
- H. Employees who use not more than five (5) days sick leave and/or leave without pay per fiscal year shall be given three (3) days additional leave with pay. Such "bonus" days may be used to extend vacations or as personal leave days. When used for personal leave, the Employer shall receive at least 24 hours notice.

21.2: Employees hired on or after April 18 of 2011 shall not be entitled to the cash payment of accumulated sick time upon retirement, as described in paragraph H of this Article, however, all other provisions of paragraph H and the remainder of this Article shall apply.

## ARTICLE 22 VACATION LEAVE

22.1: Vacation leave is authorized absence from duty with pay and shall be accrued as follows:

- A. 0-5 years of service: Each employee shall receive 1.44 days on the first of each month (July 1<sup>st</sup> through March 1<sup>st</sup>) and no vacation credits for April, May and June. Any employee hired shall receive vacation credits prorated.
- B. 5-10 years of service: Each employee shall receive 2 days on the first of each month, (July 1<sup>st</sup> through March 1<sup>st</sup>) and no vacation credits for April, May and June.
- C. 10-15 years of service: Each employee shall receive 2.44 days on the first of each month, (July 1<sup>st</sup> through March 1<sup>st</sup>) and no vacation credits for April, May and June.
- D. 15 years of service and above: Each employee shall receive 2.66 days on the first of each month, (July 1<sup>st</sup> through March 1<sup>st</sup>) and no vacation credits for April, May and June.

22.2: No seasonal, temporary or part-time employee is eligible for vacation leave.

22.3: Employees shall receive a credit for a month's work for every month in which they work or receive compensation for 2/3 of the scheduled work days. Time lost by an employee by reason of absence without pay, or time otherwise worked or paid for, shall not be considered in computing earned credits for vacation leave.

22.4: A seasonal, temporary, or part-time employee who becomes a regular employee shall accrue vacation leave from the date he completes his/her first probationary period retroactive to the date of such probationary period.

22.5: Employees shall not accrue rights to vacation time if not taken within the year following the year in which accrued; unless carried over to the following year with the written consent of the Chief, provided, the employee can prove that their vacation had been denied. The maximum number of vacation days carried over is in the discretion of the Chief of Police. Carryover days must be utilized within ninety (90) days of July 1<sup>st</sup>.

22.6: Vacation schedules shall be set up by the Chief so as to permit the continued operation of all City functions without interference. Employees will be given preference according to the City-wide seniority to select available vacation periods for their allowable vacations. The City will grant vacation by time in grade for the detective classification.

22.7: Vacation leave shall be scheduled in weekly periods. Vacation leave for a period of less than one (1) week will be allowed only when it is necessary for the good of the service or when the vacation credits earned in one calendar year are less than one (1) week. Vacation leave may not be allowed at any time in advance of earned time.

22.8: Employees shall be entitled to vacation pay in any of the following instances:

- A. Any regular employee, who gives proper notice (ten working days) regarding termination of his/her employment with the City, shall be entitled to his/her regular pay for any unused portion of vacation time as of the date of separation.
- B. Any regular employee, who is placed on indefinite layoff or separated from the City for reasons other than disciplinary action, shall be paid his/her accrued and unused vacation time.
- C. Any employee who has served six (6) months, but less than one (1) year with the City, and enters Military Service shall be allowed vacation time at the rate of one (1) day per month, with a maximum not to exceed twelve (12) days, paid to him/her at the time he leaves the City to enter military Service.
- D. By mutual agreement between the Chief and the employee, the employee may be paid for a portion of his/her vacation credits. Such agreement shall be reduced to writing.

22.9: Employees shall not be entitled to accrued vacation pay if the following applies:

- A. If an employee separates him/herself from the City by reason of absence without leave.
- B. If an employee fails to give at least reasonable notice in advance of termination date.
- C. If a probationary employee leaves the employ of the City before completing the probationary period.

ARTICLE 23  
PERSONAL LEAVE

Employees shall be entitled to five (5) personal leave days per fiscal year which bear no relationship to sick leave use. Such personal leave days per fiscal year are non-cumulative and, when used the employer shall receive at least twenty-four (24) hours notice. Management reserves the right to deny the approval of a personal leave day; however, such approval shall not unreasonably be withheld. The creation of overtime shall be a determining factor in the denial of a personal leave day. If the granting of the personal leave day will result in overtime and the employee requires the personal leave day, the employee must disclose to management the reason the employee requires the day. If the approval of such personal leave day is denied by management, and results in the possible loss of any day, then the number of such personal leave day(s) shall be carried over into the next fiscal year.

ARTICLE 24  
HEALTHCARE

24.1: Employees, including their spouse and dependents, will be eligible to receive Healthcare benefits effective the first day of the month following thirty (30) days of employment. Employees will be required to make monthly contributions for their benefits based upon the plan and coverage tier selected by the Employee. Monthly contributions will be deducted from Employee payroll disbursements on a pre-tax basis (if authorized by the Employee), in accordance with applicable law.

24.2: Employees' monthly contributions under the Healthcare plans shall be adjusted annually to the level necessary to maintain an 80/20 proportional share of the cost of the healthcare coverage, subject to the terms, conditions and limitations set forth in this Article. Under this cost sharing arrangement, City will pay eighty percent (80%) of the costs of each coverage tier in the Healthcare Plans, and Employees participating in each coverage tier shall pay twenty percent (20%) of the costs for such coverage tier.

24.3: The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which the carrier or administrator has contracted, or is obligated, to provide, will not result in any liability to the City, nor will such failure be considered a breach by the City of any obligation undertaken under this Agreement or any other agreement. However, nothing in this Agreement will be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to Union Employees or beneficiaries of Union Employees.

24.4: Notwithstanding any provision in this Article that could be construed to the contrary, this Article will not be construed to require City to fall out of compliance with the requirements of Public Act 152 of 2011 MCL § 15.561, et seq. (“PA 152”).

24.5: In the event a carrier eliminates one of the health care plan(s) set forth in this Article above or a plan(s) will be subject to the Cadillac Tax under the Affordable Care Act or other similar state or federal law or regulation (hereafter collectively “the Cadillac Tax”), City will give notice to the Union. In that event:

- A. The Union and City will meet to discuss a new health care plan(s) to replace the plan(s) that are being eliminated or subject to the Cadillac Tax.
- B. The new Plan(s) shall not impose a cost increase on City, unless the City agrees to such increase.
- C. If City and the Union cannot agree upon a new plan(s) and the date that the plan(s) will be eliminated or will be subject to the Cadillac Tax will occur, within 60 days, the Employer may unilaterally implement the most comparable standard plan that does not result in a cost increase to City to replace the plan(s) that are being eliminated or that will be subject to the Cadillac Tax.

24.6: City and Union shall meet on an annual basis while this Agreement is in effect to discuss the status of available coverage. Union and City understand and agree that the City cannot control what coverage will be available from one coverage year to the next. City will use reasonable best efforts to maintain the level of coverage while containing costs, but after notifying union of anticipated plans and 30 days of negotiation has the right annually to implement their last best agreed upon proposal on health care after the expiration of the 30 day negotiation period.

24.7: Employees who wish not to receive healthcare insurance through the City may elect not to receive such benefits and, upon such election, will no longer be expected to contribute to the cost of such coverage.

24.8: Dental Coverage. The City agrees to pay a maximum of \$150.00 per year on behalf of each employee who elects in writing to participate in a City-sponsored group dental plan. It is understood that the employee shall pay the difference between \$150.00 per year and the yearly per-Employee cost to the City of such group dental plan. The City agrees to meet and confer with representatives of the Union in accordance with provisions of Article 24.6 of this Agreement prior to the replacement of the City-sponsored group dental program.

24.9: All employees hired after December 20, 2010 are eligible for a Retiree Health Savings Account, currently funded through ICMA-RC. This benefit is funded with a direct employer contribution of \$2,000 per year. This benefit is 100% vested after 10 years or upon death or disability.

24.10: Future Retirees, except those hired after December 20, 2010, shall be eligible for a monthly stipend. The monthly stipend for Retirees under 65 years-of-age (not Medicare eligible) are \$500 for a single retiree, \$1000 for the retiree and his/her spouse or child (two persons), and \$1200 for the retiree and all family members (more than two persons). The stipend for 65 years-of-age and older (Medicare eligible) retirees is \$200 per retiree. If a future retiree (hired on or before December 20, 2010) leaves

a surviving spouse, the adjusted stipend will be paid only if the pension election provides for continued pension coverage for the surviving spouse.

ARTICLE 25  
LIFE INSURANCE

25.1: The City will contribute to the full cost of providing term life insurance to all employees in an amount equal to the nearest One Thousand Dollars (\$1,000.00) of base wage, and a provision for double indemnity in the case of accidental death and dismemberment.

25.2: Upon retirement, the employee shall have a conversion option on this policy for a period of thirty (30) days. Conversion of this policy from the group plan must be done by the employee with the City assuming no responsibilities for such conversion.

ARTICLE 26  
SPECIAL CONFERENCES

Management and the Union agree to meet and confer on matters of interest upon the written request of either Party. The written request shall state the nature of matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8:00 a.m. and 5:00 p.m. at a time and place which is mutually agreeable to the Parties. Each Party shall be represented by not more than five (5) persons at special meetings.

ARTICLE 27  
JOB CLASSIFICATION AND PAY PLAN

27.1: All Employees in the Inkster Police Officers Union will be assigned to a classification title or rank with an associated pay grade.

Classification Titles (Ranks)

Student Police Officer (not sworn or MCOLES certified)  
Probationary Police Officer (sworn and MCOLES certified)  
Police Officer  
Detective

27.2: An Employee who is assigned temporarily to the position of Detective or appointed and promoted on a probationary basis, after completion of the testing discussed elsewhere herein, from Police Officer to Detective, will advance to the Detective rate of pay effective on the day of the promotion. An Employee

who is relieved of his temporary assignment as a Detective shall return to the pay grade of his or her former classification.

27.3: Rate of pay. Each Classification Title or Rank is to be paid according to the following pay grade/scale/steps (pay is hourly rate in dollars):

**Effective Upon Ratification of 2020-2024 Collective Bargaining Agreement**

Non-MCOLES	MCOLES	End of Probation	6 Months After Probation	1 Year After Probation	2 Years After Probation	3 Years After Probation
15.18	21.75	23.04	23.21	24.33	25.62	26.91

Detective – 29.05

**Beginning July 1, 2023**

Non-MCOLES	MCOLES	End of Probation	6 Months After Probation	1 Year After Probation	2 Years After Probation	3 Years After Probation
15.18	21.75	23.38	24.20	25.01	26.64	28.27

Detective – 30.50

Detectives will receive an additional stipend as stand-by pay (STAN) in the amount of \$500 per year payable on the 1st day of September of each calendar year in which they served any time as a Detective.

27.4: The City has the right, pursuant to Management Responsibilities, Article 4 herein, to establish and prescribe job descriptions and classifications. However, whenever new classifications are created, or existing classifications are modified, the details of the job responsibilities involved in that new classification will be negotiated at a special conference with the Union with the ultimate goal of an amendment of this agreement negotiated between the Parties. Changes in classifications shall not be used for the purpose of avoiding restrictions established elsewhere herein regarding promotions.

27.5: The Union may challenge the establishment of any reclassification or modification of existing job classification through the grievance procedure.

27.6: An Employee occupying a position which has been newly created should continue in the position only if he or she possesses the qualifications required for the position. Whenever any proposed reallocation or reclassification actually represents an assignment to a new or different position, the rules governing appointment, promotion, transfer or demotion should apply.

27.7: While management agrees to take steps to minimize interruptions to bargaining unit members' personal lives while the Employee is not at work, the parties recognize that the fact that the department functions on a 24-hour basis sometimes makes off-duty communications or inquiries necessary. Therefore, Employees who are issued a department cellular telephone or are otherwise required to be available to be contacted by telephone during off-work hours for important work-related communications/inquiries (e.g., Employees in special assignments, Auxiliary Director, Community Relations, SRT, MNET, etc.) shall receive an annual stipend of \$400 per year to compensate them for being available for work-related matters while they are not at work. This stipend shall be made in one lump sum payment once per year on the first pay check following March 1 in each calendar in which the Employee served any time in such capacity.

27.8: Bargaining unit members assigned to the Special Investigations Unit (SIU) will receive an annual stipend as compensation for working in a blended unit that combines the work of a road patrol officer and investigator which requires officers to work their cases from inception all the way through prosecution, be on call 24/7 and work unpredictable hours on a day to day bases. The stipend shall be in the amount of \$1200 per year payable on the 1st day of March of each calendar year in which they served any time in SIU.

## ARTICLE 28 PAY CHANGES

28.1: Purpose. The following provisions shall govern the assignment of pay steps to employees of the City.

28.2: Definitions for Purposes of this Article.

- A. Promotion shall mean the appointment of an employee in the City service calling for a change in classification in a higher rate of pay on a permanent basis.
- B. Demotion is the change in employment of an employee in the City service to a different permanent position calling for a lower rate of pay and a change in classification.
- C. Transfer shall mean a change in employment to another position in any class which has the same maximum salary and similar duties and qualifications.
- D. Reclassification shall mean the changing of a position from one class to another based upon the duties involved.

- E. Salary Step Increase shall mean an assignment for a limited time to a position class as determined by the needs of the service, such assignment not involving promotion or change of status, notwithstanding any provision of rule to the contrary.

28.3: Anniversary Dates for Pay Change purposes:

Establishment

- A. Original Employment and Re-Employment. The date one year after beginning of the probationary period and the corresponding date each year thereafter.
- B. Promotion. The date one year after the promotion and the corresponding date each year thereafter.
- C. Transfer. The anniversary date remains unchanged.
- D. Demotion. The date six (6) months after the effective date thereof and the corresponding date in each year thereafter.
- E. Reclassification. The date six (6) months after the effective date thereof and the corresponding date in each year thereafter.
- F. Postponement of Anniversary Date. Layoff, formal leave of absence or other separations shall postpone the anniversary date for the total period of separation of time previously served toward the next anniversary date and shall be credited when employee return to the payroll.

28.4: Compensation Determinations:

- A. Original Employment and Re-Employment. Employees shall be employed at the lowest step for their position class unless the City determined that the needs of the service require that compensation be fixed at a higher salary step.
- B. End of Probation. The employee's salary shall automatically increase to the next higher step six (6) months after the beginning of his/her probationary period, provided that if an employee is already compensated at a rate equal to or greater than the second step in his range, the increase is not automatic.
- C. Anniversary Date.
  - 1. Prior to the occurrence of each anniversary date every employee who has not already obtained his/her highest salary step may be considered for a higher salary step increase on such date. Such consideration may be made by the employee's supervisors.
  - 2. Pay increases on anniversary dates shall be based on the passage of time.
- D. Acting Assignment.

1. Formal Acting Assignments. Employees on formal acting assignment (authorized in writing by the Chief, or his designee) to a higher position classification shall be paid at the rate of pay associated with that classification.
  2. Short-Term Acting Assignments. Employees required by the needs of the service to fill a higher position classification due to a temporary shortage in manpower shall also be compensated at the rate of pay associated with that classification.
  3. The duration of any such acting assignment shall be determined by the needs of the service, with the understanding that an acting assignment shall not be used to circumvent the timely permanent appointment of candidates to vacant budgeted positions.
  4. A formal acting assignment will not normally exceed ninety (90) calendar days and no acting assignments will be made if an employee is laid off from the classification. In the event the City contends there is reasonable cause to extend a formal acting assignment beyond ninety (90) calendar days in situations of short term high case load, disability leave, or other absences of limited duration, the City and the Union will meet in special conference at least ten (10) working days prior to the expiration of the ninety (90) day period. At that conference, the City will provide all pertinent information to the Union regarding the situation and, in the case of absences, data concerning the likelihood of an absent employee's return to work date whose absence has generated the acting assignment. If the City and the Union fail to reach a mutual agreement regarding the conditions of reasonable cause, and the duration of the acting assignment, then the Union reserves the right to pursue the issue through the grievance procedure.
- E. Demotion and Downward Reclassification. An employee who is demoted or whose position is reclassified to a class in a lower pay range shall initially be paid at the same salary step in the range for the lower position which has been received in the higher position, unless the Mayor shall determine that it be in the best interests of management to assign a higher authorized salary step or unless he previously held a higher step in the lower class, in which case, he shall be paid at the higher salary.
- F. Effective Date of Changes in Compensation. All changes in compensation shall be effective at the beginning of the first payroll period following the change.

28.5: The final pay step under Article 27.3, above, is intended by the Parties to return the Union membership to the former wage as was the case under the contract in place prior to January 31 of 2012, and prior to the "Budget Reduction Plan and Agreement Between Teamsters Union 214 and the City of Inkster." The Parties agree that, as of July 1 of 2019, the pay of all members of the Union hired prior to July 1 of 2019 will be governed by the final pay steps/amounts, as described in the final table under Article 27.3, above, titled "Beginning July 1 of 2019," until such pay is modified in the future through further contract negotiations.

ARTICLE 29  
EQUIPMENT ALLOWANCE

29.1: Upon the first regular pay day following September 1, each sworn Police Officer who has completed his/her probationary period shall be paid and provided an equipment allowance of Two Thousand and Five Hundred (\$2,500.00) Dollars.

29.2: As set forth in 29.1 above, the annual equipment allowance as is therein provided, shall be paid on a current fiscal year basis. If an employee terminates his/her employment during the fiscal year and after he has received such equipment allowance for that fiscal year, he/she shall return his/her unearned pro-rata share of such performance allowance.

29.3: Employees shall not be paid such equipment allowance for any period of duty disability which exceeds twelve (12) months duration.

ARTICLE 30  
HOURS OF WORK

30.1: The City adopts an 84-hour bi-weekly work schedule worked in 12-hour shifts for the members of the Inkster Police Department road patrol. The threshold for the commencement of overtime rates of pay in any pay period shall remain consistent with those thresholds set forth in federal law.

30.2: Employees shall report to work fifteen (15) minutes prior to the beginning of the regular work shift for roll call, inspection and briefing, and shall remain, when necessary, as determined by the shift commander, for a period no more than fifteen (15) minutes upon expiration of their regular work shift to properly complete any work remaining unfinished at the end of the shift and to ensure an orderly transition between shifts. The pre-shift and post-shift periods shall be considered as part of the Employee's normal work assignment and, in order to compensate Employees for this extra time worked, each Employee shall receive a yearly stipend in the amount of \$400.00 per year payable on the first day of September of each year.

30.3: Shift bids by seniority (road patrol only). Management will set minimum/maximum staffing of each shift compliment, in accordance with provisions of this agreement, and reserves the right for placement of special assignments. Shift bids by seniority will be completed bi-annually in July/January of each year. The Union will supply Management with a completed seniority shift bid list in June/December of each year. If a member on special assignment completes his or her tour or is removed from his or her assignment prior to the seniority shift bid he/she will be placed as needed by Management until the next seniority shift bid.

30.4: Ordered Work Limitation/Compensation. No employee will be required to work over his/her assigned shift hours on two consecutive days, unless he/she agrees to do so. Any employee required to work over his/her assigned shift hours will receive a differential in the amount of \$0.50/hour for each hour worked over his/her assigned shift, in addition to any regular pay, overtime pay, or other shift differential.

ARTICLE 31  
COURT TIME

31.1: Officers appearing at any court or administrative hearing in connection with any work-related matter during their off duty hours shall receive extra pay at the rate of time and one-half (1-1/2) for a minimum of four (4) hours or for actual time spent, whichever is greater.

31.2: All witness fees due to officers shall be returned to the City of Inkster. It shall be the responsibility of each officer to collect and remit to the City all such witness fees due and allowance under the law.

31.3: Court time shall include only those times where the police officer is subpoenaed into court (as a result of duties performed as a City of Inkster police officer) or is otherwise required to attend by a prosecutor or Judge or where the police officer attends Michigan Liquor Control Commission Hearings, Michigan Secretary of State hearings, parole board hearings, or any other hearings which the Chief of Police or his/her designee shall approve.

31.4: In situations where the Chief of Police or his/her designee has the discretion to approve Court time for attendance at hearings, the police officer shall submit his/her request in writing and which request shall be answered in writing prior to the police officer attending the hearing.

31.5: Any employee subpoenaed to appear at Court or in any other hearings, as designated in Article 31.4, above, preceding or following his/her shift and as approved by the Chief of Police or his/her designee shall be paid at his/her regular rate of pay during his/her shift; and, if required to stay beyond or continue into his/her regular shift shall be paid at time and one-half (1-1/2). Furthermore, time shall be computed from when the employee checks into the station upon arrival and when he/she checks back upon his/her return. In no event, shall officers appearing at Court or such other hearings as described herein be paid more than is allowed under Section 31.1.

ARTICLE 32  
OVERTIME

32.1: The overtime assignment shall include all sworn Police Officers except that probationary officers shall be allowed to receive overtime as long as the probationary officer does not supplant a non-probationary officer.

32.2: Personnel recalled to duty for any reason shall be compensated for the extra time worked but not less than two (2) hours, except when such recall shall be in conjunction with the beginning or continuation of a regular work shift, when he shall be paid for actual time worked. Any employee contacted for emergency call back is expected to appear for duty when requested or as soon as physically possible as the case may be. Failure to appear for emergency work when contacted by telephone or in person without a valid or legitimate reason may result in a disciplinary action.

32.3: Overtime assignment shall be offered on a rotating basis commencing with the employee with the greatest departmental seniority, in rank by unit, by shift. Members who refuse overtime assignment shall be charged on the list as having refused and considered the same as having worked. In the event a sufficient number do not accept the overtime assignment work, the remaining assignments shall be made by using reverse seniority. Lists showing all overtime assignments shall be posted in the Department. Lists shall be kept up to date and shall cover the period of July 1 through June 30.

32.4: Employees shall have the option to receive compensatory time in lieu of cash for overtime compensation. Compensatory time banked by the Employee may be used as time off with upon the Employees request when authorized by the Employees immediate supervisor. Any compensatory time over 100 hours shall be cashed in on a quarterly basis for time earned by January 1, by April 1, by July 1, and by October 1. Payments shall be made the first pay period in February, May, August, and November. Upon separation, all unused compensatory time shall be paid out. This provision shall be in compliance with the Fair Labor Standards Act and may be abrogated in its entirety if a ruling by a competent tribunal or legislative act invalidates it.

### ARTICLE 33 EDUCATIONAL LEAVE, EXPENSE REIMBURSEMENT, AND BONUSES

33.1 The Chief may authorize educational leave with or without pay for regular Employees when determined to be in the best interests of the City. In such cases where educational leave is granted with pay, the Employee shall be required, upon mutual agreement, to return to City employment for a specific period of time after completion of educational leave.

33.2 Each employee who has received an Associate's Degree shall receive an annual educational bonus payment of \$200 per year. Alternatively, each employee who has received a four year Bachelor's degree shall receive an annual educational bonus payment of \$400 per year. Such amounts are payable on the first payday following April 1st of each year.

33.3 With prior approval of the Chief of Police, Employees are eligible to receive tuition and book reimbursement for college or University level classes completed with an average grade of "C" or better, or its equivalent. Approval maybe granted for core classes and standard classes needed for Associate and Bachelor degree programs in any discipline, or Master's degree programs in a criminal justice specialty or related field. There shall be an annual limit of \$5,000 for such tuition and book reimbursements per year for the entire bargaining unit.

### ARTICLE 34 SPECIAL ASSIGNMENTS

The Employer will post openings for special assignment(s) in the department, together with a general job description of that assignment(s) and all employees shall have an opportunity to state their desire or preference for such assignment(s), and if an employee(s) so states and is not selected, upon request of that

employee(s) reasons why another was selected, shall be the subject matter of a Special Conference with the Chief of police. The Chief's decision shall not be subject to the grievance procedure.

ARTICLE 35  
TIME AND SHIFT TRADES

Employees may trade time, including leave days, work days, and vacation days, and shifts between themselves, subject to the approval of such employee's Supervisor where the trade is between employees on the same platoon and subject to the approval of the Chief where the trade is between employees on different platoons. Trades shall not result in the creation of overtime.

ARTICLE 36  
UNSAFE EQUIPMENT

Upon a complaint by an employee that equipment is unsafe; the Supervisor on duty will make a complete examination of that equipment and will make a good faith determination of its usability. The Employer agrees it will never endeavor to require an employee to use unsafe equipment which could endanger or jeopardize the employee's safety. The employee will comply with the good faith decision of the Supervisor to use the equipment.

ARTICLE 37  
SHIFT ALLOWANCE

A shift allowance/differential of 25 cents per hour (\$0.25/hour) shall be paid to each Employee for hours worked while working between the hours of 7pm-7am.

ARTICLE 38  
WAIVER CLAUSE

The Parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement unless expressly agreed to by both Parties.

ARTICLE 39  
RESIDENCY ALLOWANCE

Any Employee who moves into and/or lives within the City of Inkster and establishes his or her official domicile will receive a five hundred (\$500.00) allowance on the first regular pay day following December 1<sup>st</sup> of each year. This residency allowance will be prorated based upon number of complete months during the year the Employee is actually residing in the City.

ARTICLE 40  
EXTENSION

In the event that negotiations relative to proposed amendments or modifications of this Agreement shall extend beyond the set expiration date of this agreement, or any automatic annual renewal, the terms and provisions of this Agreement shall remain in full force and effect, pending agreement upon a new modified or amended contract between the Parties.

ARTICLE 41  
MANDATORY TRAINING TIME

It shall be mandatory for each Police Officer to maintain a level of proficiency. Each Police Officer shall receive a minimum of sixteen (16) hours of mandatory training time per year in one (1) or more of the following at the City's expense. Officer to be compensated if training time occurs during his/her normal shift, no grading of training time:

- A. Investigation - Criminal and Accident
- B. Identification
- C. Precision Driving
- D. Constitutional Law
- E. State Laws
- F. Local Ordinances
- G. Self-Defense
- H. Report Writing and Review

ARTICLE 42  
PENSION

42.1: Retirement benefits shall be governed by Chapter 17 of the Charter of the City of Inkster to the extent benefits are not superseded through collective bargaining.

42.2: Normal Retirement. Employees shall be eligible to retire upon the attainment of:

- A. 25 years of service regardless of age; or
- B. On or after age 60 regardless of years of service

42.3: Normal Retirement Benefit. Any Employee eligible for retirement shall, upon submitting an application for retirement to the Retirement System Board of Trustees, receive a pension benefit equal to his/her final average compensation multiplied by 2.75% by their years of service up to 25 years, plus his/her final average compensation multiplied by 2.50% by their additional years of service up to 30 years, plus his/her final average compensation multiplied by 1.00% by their additional years of service in excess of 30 years.

For example, a member with 32 years of service and a final average compensation of \$50,000 shall have their benefit calculated as follows:  $\$50,000 \times 2.75\% \times 25 = \$34,375$ , plus  $\$50,000 \times 2.50\% \times 5 = \$6,250$ , plus  $\$50,000 \times 1.00\% \times 2 = \$1,000$  for a total annual benefit of \$41,625.

42.4: Final Average Compensation. The Employee's Final Average Compensation under the pension will be determined by averaging any three highest annual total wages for the Employee during the entirety of his/her service to the City. The Employee's "annual total wages" will include those pay categories as described in Article 42.12, below.

42.5: Applications for retirement shall be made in writing to the Board of Trustees. Benefit payments shall commence as soon as administratively feasible, retroactive to the Employee's retirement date.

42.6: Spouse - Dependent Coverage. Upon a retiree's death, his/her surviving spouse shall receive sixty (60%) percent of the pension the retiree was receiving at the time of his/her death. "Surviving spouse" means the member's legal spouse who has met all requirements of a valid marriage contract in the state of marriage of such parties and who was designated by the employee at the time of retirement to be his/her beneficiary for the 60% survivor benefit.

Should said retiree die leaving no surviving spouse, his/her child under the age of eighteen (18) years shall receive such pension, share and share alike. When any of such children attain the age of eighteen (18) years or shall die, the share of such child shall be paid to the remaining child or children under the age of eighteen (18) years, share and share alike, until the remaining child or children reach the age of eighteen (18) years respectively, whereupon the pension shall cease. This survivor benefit shall apply to all current bargaining unit Employees and former bargaining unit members who are deferred vested members.

42.7: Employee Pension Contribution. All Employees shall contribute 6% of their annual compensation to the Retirement System.

42.8: Vesting. Employees shall be one hundred (100%) percent vested in the pension plan after ten (10) years of service or upon attainment of Normal Retirement Age 60. A member who is vested and subsequently terminates his/her service with the City prior to attaining Normal Retirement under Article 42.2, will be classified as a deferred vested member and will be eligible to receive a pension benefit at the time when they would have attained twenty-five (25) years of service. A deferred vested member's benefit shall be calculated using the multiplier(s) and benefit calculation in effect at the time his/her employment with the City terminated.

42.9: Any Employee shall be eligible for retirement, if he or she so chooses, at the age of sixty (60) years, An Employee may stay in service beyond their 60<sup>th</sup> year with the approval of the Chief of Police, but is to retain the eligibility to retire at any time after age 60.

42.10: COLA. Employees may elect to receive a cost-of-living allowance (COLA) to increase their pension benefits after retirement, by paying 100% of said benefit. The COLA will be added to the Employee's pension benefit as follows:

- A. Three (3) years after retirement, the Employee shall receive a ½% increase in his/her pension, compounded annually
- B. Five (5) years after retirement, the Employee shall receive a 1% increase in his/her pension, compounded annually
- C. Ten (10) years after retirement, the Employee shall receive a 2% increase in his/her pension, compounded annually.

42.11: Employees may choose at any time to decline the COLA benefit and will receive a lump sum disbursement of any monies they have contributed under the COLA program.

42.12: The following pay categories (codes) will be utilized to determine the Employee's compensation for the purposes of calculating the Final Average Compensation under Article 42.4, above: Regular (R), Overtime (Overtime P/F, Overtime P/CRT, OTPF), Shift Premium (SP\_AFTERNOON, SP\_MIDNIGHTS), Holiday (HP), Personal (P\_POLI), Sick (SI\_POLI), Vacation (V\_POLI), Stand-by (STAN), all Annual Stipends, and OJI. These same categories and codes will be used in determining the Employee's compensation to calculate the Employee's contribution toward their pension under Article 42.7.

### ARTICLE 43 SAVINGS CLAUSE

If any Article or Section of this Agreement 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 the 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 STATUTORILY REQUIRED EMERGENCY MANAGER PROVISION

This Agreement adopts by reference any terms and conditions imposed by the State of Michigan, the Department of Treasury, PA 436 of 2012, or any other regulation or law adopted by the State of Michigan. The inclusion of this language or any language required under section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to

the validity of: (1) appointment of an Emergency Manager; (2) PA 436 of 2012, as amended, (Local Government and School District Fiscal Accountability Act – “the Act”); or (3) any action of an Emergency Manager which acts to reject, modify or terminate the collective bargaining agreement. This Section shall immediately become null and void if that Act is stayed, reversed in a referendum, or ruled unconstitutional or reversed in a final decision by the Michigan Supreme Court, the Michigan Court of Appeals or a federal court.

ARTICLE 45  
MISCELLANEOUS ITEMS

45.1: The employer shall provide a copy of all rules, regulations, policies, and procedures on the Police Department computer system.

45.2: The City agrees to furnish a bulletin board for the use of the union in a non-public area of the Police Department being mutually agreed upon by the union and the Chief of police. The union agrees to maintain said bulletin boards in a state of good repair. The bulletin boards are to be used only for notices of Union meetings, Union elections and results and social functions in connection with the Union. Any other notices the Union desire to post must be approved by the Chief prior to being posted. The union shall designate a person who shall be responsible for all notices posted on the boards. The Union notices, as specified above, may not be posted in any other location other than as designated.

45.3: Personnel rosters containing the officer’s name, address or phone number shall be kept confidential within the police department, except as necessary for normal personnel and payroll functions.

45.4: Auxiliary Policemen of the City of Inkster shall not be used to replace sworn regular officers from the department in the performance of their duty or reduce the number of bargaining unit members. All visible identification patches and badges of the Auxiliary Policemen of the City of Inkster shall be clearly distinguishable from that worn by regular Police Officers of the City of Inkster.

45.5: In the discretion of the Chief of Police or his Commanding Officer in charge, the transport of dangerous prisoners will be by two-man cars.

ARTICLE 46  
DURATION

This Agreement shall become effective as of the 1st day of July, 2020, and the terms and provisions thereof shall remain in full force and effect until the thirtieth (30th) day of June, 2024, and from year to year thereafter unless either Party hereto shall notify the other in writing by March 1st prior to the expiration date of this Agreement, or to the expiration of any subsequent automatic renewal period, of its intention to amend, modify, or terminate this Agreement. Notice of intention to amend, modify, or terminate this Agreement shall be in writing and shall be sufficient if sent by certified registered mail addressed to the Union, Teamsters, Local 214, 2825 Trumbull, Detroit, MI, 48216 and if the City

