

AGREEMENT

BETWEEN

THE CITY OF INKSTER

AND THE

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

FOR THE UNIT OF CORPORALS, SERGEANTS AND LIEUTENANTS

Effective August 1, 2018 through June 30, 2020

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 Command Officers Association of Michigan (hereinafter referred to as the “COAM” or the “Union”). For purposes of this Collective Bargaining Agreement, (“Agreement”) the term “Employee(s)” 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, the Employees, and the Union.

The parties mutually recognize that the responsibilities of both the Employees and the City to the public require 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 Union as the exclusive representative for the purpose of collective bargaining within respect to rates of pay, wages, hours of employment, and other conditions of employment for the terms of this Agreement of the 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 corporals, sergeants, and lieutenants, and shall exclude police officers and detectives and exclude all other employees of the City, and higher ranks, management, supervisory personnel, temporary, provisional, seasonal and part-time and all other employees of the City.

ARTICLE 2 REPRESENTATION AND BARGAINING COMMITTEE

2.1: The Employees shall be represented by a bargaining committee composed of a representative of the Union and up to 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 bargaining committee chairman.

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 membership in the Union or because of his 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 prohibited by law, 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 ADA 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 Chairperson or his designated representative shall be assigned to the day shift and shall receive time off with pay for previously- scheduled collective bargaining sessions.

2.67: The Union will furnish a current list of stewards to the Employer. Subject to manpower requirements, stewards will be allowed time off to conduct Union business, to include grievance processing, disciplinary action, Union meetings and negotiations so long as these activities do not create overtime.

2.78: 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.

2.89: 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 premises 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 other period

of time. 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 this Agreement 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 terminate any Employee who instigates, participates in, or gives leadership to, any activity herein prohibited.

3.4: The City will not lockout Employees during the term of this 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 Americans with Disabilities Act, 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. All such claims shall be subject to the grievance and arbitration procedures (Articles 8 of this Agreement) as the sole and exclusive remedy for alleged violations of this provision and the statutes or laws it incorporates. Arbitrators shall apply appropriate law in rendering decisions based upon claims under this provision.

ARTICLE 4 **MANAGEMENT RIGHTS**

4.1. City has the right to operate and manage its affairs, in all respects in accordance with its responsibilities and powers of authority as set forth in state and federal law, and the City's Charter. The City shall retain the sole right to manage and operate the Police Department, including, but not limited to, the sole and

exclusive right to decide the number and assignment of Employees, to create and abolish positions, to determine the need for work to be performed, to maintain order and efficiency, to hire, to contract, subcontract or outsource work to be performed, and to merge or consolidate operations within City or other units of government, subject only to the terms and conditions of this Agreement.

4.2. Management has the discretion to:; reasonably determine and implement work schedules/shifts and work weeks, approve and schedule Paid Time Off (PTO); establish the goals methods and processes by which work is performed; assign overtime work to Employees most capable of performing the necessary work within a classification. Management has the right to determine when overtime work is required and schedule such overtime consistent with the terms of this Agreement.

4.3. Where applicable by classification, The City 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. City has the right and obligation to determine and establish the policies and work rules, goals and scope of its operations. Consistent with its operational needs, City may reasonably determine and implement: the goals, methods and processes by which work is performed, the qualifications of Employees assigned to do the work and the rights and obligations listed below, except as specifically limited by terms of this Agreement or applicable law. These rights include but are not limited to:

4.4(a). Implement changes in the structure of department operations, including the establishment or consolidation of service areas, new ranks and work locations. Where management establishes new ranks, it will bargain over wages, hours, terms and other conditions of employment for the new ranks within this bargaining unit;

4.4(b). Subject to the limitations set forth in PERA mandating bargaining over such decisions that may result in layoffs, City retains the right to contract, subcontract, outsource or cease functions or operations;

4.4(c). Initiate new functions or operations;

4.4(d). Provide appropriate training, education, performance evaluation and job assignments for Employees;

4.4(e). Establish qualifications, methods and criteria for hire, transfer, promotion and assignment in employment;

4.4(f). Revise, create, combine or eliminate classifications, duties and or positions;

4.4(g). Discipline and discharge Employees for just cause;

4.4(h). Establish and enforce work rules and policies; adopt and enforce unit specific work rules and policies;

4.4(i). Recruit, assign, and transfer Employees;

4.4(j). Determine the requirements related to an Employee's job functions including, but not limited to, equipment, tools, clothing and uniforms;

4.4(k). Layoff Employees;

4.4(l). Determine methods, means and staff requirements for departmental operations; and

4.4(m). Control the City's budget.

4.5. It is understood by the parties that every incidental duty connected with operations enumerated in classification specifications is not always specifically described.

4.6. The City Management has the sole discretion to hire contractors or outsource work.

4.7. Promotions in City shall be at the discretion of Management and based upon skill, knowledge, and ability as reflected in the written and oral testing specified in this Agreement.

4.8. All past practices not described in this Agreement are no longer binding.

ARTICLE 5
UNION SECURITY/AGENCY SHOP

5.1.1 The City recognizes the Union as the sole and exclusive bargaining representative of the Employees of the Police Department.

5.1.2 Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to pay an amount equal to monthly dues to the Union for the service and administration of this contract for the duration of this Agreement to the extent that the laws of the State of Michigan permit.

5.1.3 Employees covered by this Agreement who are not members of the Union at the time they are hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement shall be required as a condition of continued employment to pay an amount equal to the monthly Union dues to the Union for the service and administration of this contract for the duration of this Agreement.

5.2 The City shall deduct as dues, from the pay of each Employee from whom it receives an authorization to do so, the required amount for payment of Union dues and assessments. Such sums, accompanied by a list of Employees who had authorized such deductions and from whom no deductions were made and the reason therefore, shall be forwarded to the Union office within thirty (30) days after such collections have been made.

5.3 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.

5.4: 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. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to the Finance or HR Department of City and to the Union.

5.5: 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.

5.6: 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.

5.7: 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 the Union Constitution and By-laws, refunds to the Employee will be made by the Union.

5.8: 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.

5.9: 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.

5.10: **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 6
STEWARDS

6.1: The Employer recognizes the right of the Union to designate a steward and an alternate from the seniority list of the Union. Once a steward and an alternate are selected, their names shall be submitted to the Police Chief and Human Resources Department.

6.2: The authority of the steward and alternate so designated by the Union shall be limited to and shall not exceed the following:

- A. The investigation and presentation of grievances in accordance with the grievance procedure.
- B. The transmission of such messages and information which shall originate with, and are authorized by, the Union or its officers, provided, such messages and information:
 - 1. have been reduced to writing, or,
 - 2. if not reduced to writing are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle good or any other interference with the work of the Police Department.
- C. The Steward shall be permitted reasonable time to investigate, present and process grievances on the premises of the Police Department without loss of time or pay during his/her regular working hours. Such time spent in handling a grievance during Steward's regular working

hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

- D. The City and Union shall not discriminate against any employee because of age, sex, marital status, race, nationality, religious or political belief or for legal Union activities.

ARTICLE 7 UNION RIGHTS

7.1: Employees shall be permitted to discuss Union business with other members during their duty hours, provided such discussion shall not interfere with the performance of the Employee's duties.

7.2 A copy of any order, general order, rule, regulation, or training bulletin shall be made available to the steward of the Union who shall provide an email address to the Chief of Police for such purposes, provided, however, that the Chief of Police may provide such documents in hard copy format.

7.3 It is agreed by the Parties that the City is obligated, legally and morally, to provide equality of opportunity, establish policies and regulations that will ensure such equality of opportunity, considerations and treatment of all members employed by the City in all phases of the employment process.

7.4 A member of the Union shall have the right to view his/her own file as to its total content at reasonable times.

ARTICLE 8 GRIEVANCE PROCEDURE

8.1. 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. Further, the parties agree that such procedures are established for the clarification of disputes; that the exchange of written communications shall state the parties' positions and

conclusions as clearly as practical. Therefore, it is agreed that there should be time limits between the initiation of a grievance and the event or events from which the grievance arose, 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, if the Union does not move to the next step within the time limits, or on the basis of the Union's last demand if the City fails to give its answer within the time limits.

8.2. Definition: A grievance is any dispute, controversy or difference between (a) the parties, (b) the City and an individual 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.

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

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

8.5. Written Grievances: The parties agree that any grievance shall be submitted in writing and shall contain:

The name of the person to whom it is addressed;

The date it is signed and prepared;

The step number within the procedure;

The name of the Bargaining Unit;

The name of the person grieving (i.e., the grievant);

The position or job class of the grievant;

A description of the date and time of the event or events from which the grievance arose, including the date(s) and time(s) the event(s) occurred and the action which prompted the grievance;

The action which caused the grievance;

A statement by the grievant setting forth the grievance or cause;

The remedy sought by the grievant;

The Article and Section or subsection of this Agreement which has been violated;

The signature of the grievant;

The signature of the Union Official to whom the reply must be directed.

8.6. **Electronic Submission of Grievance:** A copy of each grievance at each step shall be tendered to the City of Inkster's grievance inbox: 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.

8.7. **Electronic Submission of Responses:** A copy of the grievance response at every step shall be tendered to, an e-mail box that Union designates for receipt of grievance response. The date and time of the City's outgoing grievance response shall be deemed conclusive proof of the date and time that the grievance was filed.

8.8. **Hard Copies:** All copies of electronically-submitted Grievances and Grievance Responses shall simultaneously be submitted to the Union's Chief Steward and the City's HR Director, or someone designated by writing in their stead. Both parties shall sign, date and retain a copy of the hard copy of each grievance and grievance response which shall, in the event of a computer/e-mail malfunction, provide substitute verification of the date and time that a grievance or grievance response is served.

8.9. Steps: All grievances shall be processed in the following manner and within the stated time limits:

Step 1—*Immediate Supervisor*: After submission of a written grievance form in accordance with Article 8.6 on the form attached as Exhibit 1 (grievance form), an Employee who has a grievance may discuss the complaint with his or her immediate supervisor, with a Union Representative present upon the Employee's request. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory settlement at this point. The grievance must be so presented in accordance with paragraph 6 of this Article (8.6) within ten (10) calendar days after the event or events from which the grievance arose. The supervisor shall give a written answer to the grievance in accordance with paragraph 7 of this Article (8.7) within ten (10) calendar days after the date of presentation of the grievance.

Step 2—*Police Chief*: If the matter is not satisfactorily settled by such discussion with the supervisor, the aggrieved employee shall, within ten (10) calendar days of having received the Step-1 written response from his/her supervisor submit a written grievance form to the Police Chief with a copy to the grievance inbox specified in paragraph 8.6 of this Article. The Union Representative and the Police Chief shall endeavor to conduct a meeting on this step 2 grievance as soon as possible but, in any event, to be held within 10 working days of the receipt of the written Step 1 response from the immediate supervisor to discuss the grievance with the Police Chief. The Police Chief shall render his/her final post-meeting decision in writing within ten (10) calendar days after the Step 2 meeting referenced herein, with a copy to the email address set forth in paragraph 7 of this Article 8.7.

Step 3---*Mayor*: If the grievance is not satisfactorily settled at Step 2, the Union Representative shall appeal such grievance to the Mayor or his/her designee within ten (10) calendar days of receipt of the written final post-meeting decision by the Police Chief as provided for in Step 2. The Step 3 appeal shall be initiated by submitting the appeal in accordance with paragraph 6 of this Article (8.6). A decision in writing by the Mayor or the Mayor's designee shall be given to the Union within ten (10) calendar days after such Step 3 meeting and be conveyed in accordance with the procedure set forth in paragraph 7 of this Article (8.7).

Step 4---Arbitration: If the grievance is not satisfactorily settled as a result of this Step 3 meeting, as provided for in Step 3, the Union may submit the grievance to the Federal Mediation and Conciliation Service ("FMCS") or Michigan Employment Relations Commission ("MERC") for binding arbitration. The Union shall notify the City in writing and in accordance with paragraph 6 of this Article 8.7 within ten (10) working days after the Step 3 meeting with the Mayor or Mayor's designee that it intends to submit the grievance to the FMCS or MERC for binding arbitration and selection of an impartial arbitrator, to be selected by the Union and the city, to render a binding decision and, if warranted, an award on the dispute. Said arbitrator shall be selected in accordance with the rules of the FMCS or MERC depending on what organization is selected to conduct the arbitration.

The arbitrator so selected shall fix a time and place for a hearing upon reasonable notice to and in collaboration with 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 of this Agreement which gives rise to the grievance dispute. The decision of the arbitrator shall be final and binding on both parties and may not be appealed.

8.11. Limitations of Authority: 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:

- a. Contrary to, or inconsistent with or modifying or varying in any way the terms of this Agreement;
- b. Concerning the discipline or discharge of an employee for engaging in a strike, slowdown or stoppage of work, if the employee exercises his/her right under Act 336 of the Public Acts of 1965;
- c. Granting any wage increases not provided for in this Agreement;

- d. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement;
- e. 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;
- f. 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 or in any other City collective bargaining agreement.
- g. The Arbitrator shall have no authority 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.
- h. The right of contracting, sub-contracting or outsourcing is vested in City. Nothing in this Agreement shall prohibit contracting, subcontracting or outsourcing that does not result in bargaining unit layoffs as provided for in Article 4.4(b) of this Agreement. An arbitrator shall not have jurisdiction to consider an alleged violation of this Agreement due to City's decision to contract, subcontract or outsource any work including work previously done by the Union.
- i. 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.
- j. All claims for back wages shall be limited to the amount of wages that the Employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to his/her removal from City's payroll, and payments from Unemployment Insurance, Social Security Disability, Welfare, Family Independence Agency, and City's-funded Long Term Disability Insurance, Sickness and Accident Insurance and Automobile Accident Income Replacement Insurance.

k. 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.

l. 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.

m. 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.

8.12: 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 aggrieved and the Union President or designated representative shall not lose time or pay for time off the job while attending the arbitration proceedings.

8.13: 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.

8.14. 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 further advancement of 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.

If a grievance is not scheduled or answered by Management within the prescribed time limits in this Article, the Union may move the grievance to the next step of the grievance procedure. The appeal will be considered timely if moved by the Union to the next step within ten (10) calendar days of the date that Management was required to answer, or date that such answer was due. All grievances not moved to Step 4, arbitration, within the prescribed time limits shall be considered settled based on City's last answer.

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.

8.15. BACK PAY REMEDIES: City shall not be required to pay back wages more than ten (10) calendar days prior to the date the written grievance is filed.

8.16. 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 9 DISCIPLINE AND DISCHARGE

9.1. Notice of Discharge or Discipline. Before any disciplinary action is taken against a member, he/she shall be given an opportunity to state his/her position and offer any evidence immediately available to his/her superior officer who is rendering such discipline. Notice shall be given to the Union by the Employer of any discipline or discharge within twenty-four (24) hours of the invocation of such discipline or discharge, except as specifically excepted herein.

9.2. Charges and Specifications. The charges and specifications resulting in

such discipline or discharge shall be reduced to writing by the commanding officer recommending the action to the Chief and copies shall be furnished, if the employee wishes, to the steward and the member against whom the charges are brought. The Union will receive notice of the final disposition of any disciplinary action.

9.3. **Power of Discharge and Discipline.** Management has the duty to direct, supervise and coordinate the work of the Police Department and the Chief of Police, who is directly responsible to the Mayor, is in immediate charge of the Police Department. In accordance with these provisions, the members of this bargaining unit shall only be bound by the disciplinary actions of the Mayor, Police Chief, and his/her subordinates.

9.4. **Specific Sections.** Such charges and specification shall cite the specific sections of rules and regulations and/or appropriate law or ordinance which the member is alleged to have violated.

9.5. **Statements.** No member shall be required to make a formal statement in answer to any alleged criminal offense or any alleged misconduct charge without first being advised of his/her constitutional rights and without being afforded a reasonable time to secure counsel or advice of counsel within twenty-four (24) hours.

Any member who shall refuse to make a statement after being advised of his/her rights and after reasonable time to secure and/or confer with legal counsel may be subject to discipline or discharge in accordance with this Article. However, all employees shall be required to fill out those reports normally required by the City, which are the field incident reports.

9.6. **Representation.** The officer against whom charges have been made may be represented at such hearing by the Union or any member of his/her own choosing.

9.7. **Oral Reprimand.** The procedure as outlined above shall be applicable in all disciplinary proceedings except for oral reprimands, which are exempt from the provisions of this Agreement. Oral reprimands will not become a part of the employee's permanent record.

9.8. In the event a member is relieved of duty, he/she shall be taken off the payroll until returned to duty, reassigned, inactivated, suspended or fired. A member may be relieved of duty for only seven (7) working days. If the department needs more time than the seven (7) days to investigate, the department will inactivate the employee.

9.9. Inactivation. Inactivation means that a member may be taken off of active duty up to thirty (30) days. Inactivation may be used by the department as a period for investigation. During this period, the member will remain on the payroll and will retain all his/her departmental equipment with the exception of his/her gun if it is needed in the investigation, in which case it will be replaced with another gun until the investigation is complete. In no way shall inactivation be construed to be punishment for the employee.

9.10. Suspension. In the event a member is suspended, he/she shall be taken off the payroll and shall turn in his/her departmental equipment. Suspension shall be used by the department only for discipline or for awaiting criminal trial implementation and decision. Except when there is a criminal prosecution authorized by a prosecutor or city attorney, a suspension shall not last more than thirty (30) days.

9.11. Reassignment. The Department may, at its discretion, reassign an officer instead of taking one of the actions described above until the investigation is complete. Such reassignment shall be without prejudice.

It is mutually agreed and understood that the listing and defining of certain types of discipline does not limit or preclude the City from taking other actions not specifically mentioned herein and such actions are subject to the provisions of this Agreement.

9.12. Special Inactivation. If any member shoots, while in the line of duty, another person either injuring or killing that person, that member may, at the discretion of the Chief, be inactivated for a period of three (3) days except during periods of emergency.

9.13. Drug Policy. The Union and Department agree to follow the attached drug

testing policy.

ARTICLE 10
PROMOTIONS/DEMOTIONS

10.1. A. Promotions shall be made on the basis of employees meeting the necessary requirements as specified and shall be subject to both written and oral examinations.

B. Written examination passing score shall be 70% (total weight 70 points).

C. Oral examination passing score shall be 70% (total weight 30 points).

D. Seniority credits of a maximum of 10 points computed at the rate of one/twenty-fourth (1/24) point per month of service shall be added to the combined written and oral points.

10.2. Requirements for Promotion to Rank of Lieutenant. Promotions for the rank of Lieutenant shall be open only to present employees of the City of Inkster who have successfully completed one (1) year in grade in the rank of Sergeant with the Inkster Police Department.

10.3. Promotions in an Acting Capacity. Any interim or temporary appointment to a higher position in an acting capacity made necessary by reason of sickness disability or other absence of a regular employee may be authorized by the Department Head without examination. Acting assignments will not be used to circumvent the timely permanent appointment of candidates to vacant budgeted positions. All such appointments shall terminate upon return of the regular employee.

10.4. Vacancies.

A. Whenever a promotional vacancy exists for which examinations are to be held, the Department Head shall notify the City Personnel Officer requesting the name of the person eligible for the promotion.

The Personnel Officer shall certify the name of the person who is the highest on the eligible list.

If more than one (1) vacancy is to be filled, additional names in sequence shall be certified for each additional vacancy.

- B. The appointing authority then shall appoint such persons to each vacancy.
- C. The City shall maintain promotional eligibility lists for lieutenant and sergeant positions as long as there is police officers who meet all the requirements of this Article.

10.5. Announcements of Promotional Examinations and Vacancies.

Promotional examinations and job vacancies shall be posted in a conspicuous place in the police department building for a period of thirty (30) days setting forth the requirements, time, date, and place of such examination.

10.6. Written Examinations and Oral Examinations.

- A. Written examinations shall be the responsibility of the City and such examinations shall be conducted at a time and place selected by the City.
- B. Oral examinations shall be the responsibility of the City and shall be conducted at a time and place selected by the City.

10.7. Probationary Period.

- A. Employees promoted to the rank of Sergeant or Lieutenant shall serve a one (1) year probation period, at the end of which time he/she shall either revert to the position which he/she held prior to this promotion or be entered on the position seniority list as of the first day of appointment.

(New employees are not covered, it being the intention to propose no new employees, except as such a provision would be the subject of a special conference covered by other provisions of the contract.)

- B. At any time during the probationary period, upon the recommendation of the Chief of Police, the City Manager 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 Manager 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, and may subsequently be subject to the grievance procedure.

ARTICLE 11
SENIORITY, LAYOFF AND RECALL

11.1. Representation of Employees. The Union shall represent all permanent employees and employees on probation in rank for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement.

11.2. Seniority and Seniority Lists.

- A. The seniority list shall show the employee's length of service in the Department and date of rank.
- B. Seniority shall not be affected by the race, sex, marital status or dependents of the employee.
- C. The seniority list on the date of this Agreement will show the names, job titles, length of service in the Department and date of rank of all applicable employees of the Department entitled to seniority.
- D. The Employer will keep the seniority list up to date at all times and will provide the Union with up to date copies at least every six (6) months.

11.3. Loss of Seniority. An employee shall lose his/her seniority for the following reasons only:

- A. He/she quits City employment.
- B. He/she is discharged and the discharge is not reversed through the procedure set forth as in this Agreement.

- C. He/she is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions may be made with the consent of the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has been terminated. If the disposition made of any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.
- D. If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made with the consent of the Employer.
- E. Failure to return from sick leave and leaves of absence will be treated the same as C above.
- F. He/she retires.

11.4. **Seniority of Steward.** Notwithstanding his/her position on the seniority list, the steward in the event of a layoff of any type, shall be continued at work as long as there is a job in his/her department which he/she can perform and shall be recalled to work in the event of a layoff on the first open job in his/her department which he/she can perform within his/her rank or below.

11.5. Layoffs.

- A. Permanent Employees. The Employer may layoff a permanent employee when he/she deems it necessary, by reason of shortage of work or funds, the abolition of the position, material change in the departmental organization, or for other related reasons which are outside the employee's control and which do not reflect discredit upon the services of the employee. The duties performed by any employee laid off may be reassigned within reason to other employees already working who hold position in appropriate classes.
- B. Order of Layoff. Layoff of employees shall be made first by inverse order of their seniority within a position classification. Further, bumping downward, by seniority, will be allowed, including into the police officer ranks.
- C. Notice of Layoff. The Chief shall give written notice to the Director of Personnel and to the employees and Union on any proposed layoff. Such notice shall state the reasons therefore, and shall be submitted at least one (1) week before the effective date thereof.

- 11.6. Recall Procedure. When the working force is increased after a layoff, employees will be recalled in inverse order of layoff. Notice of recall shall be sent to the employee at the last known address by registered mail or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, he/she shall be considered to have quit.

ARTICLE 12
JOB CLASSIFICATION AND PAY PLAN

- 12.1: City employees covered by this contract are assigned to classification titles and pay grades.
- 12.2: An employee permanently promoted from Patrolman or Detective to Corporal or Sergeant or from Sergeant to Lieutenant to fill a budgeted vacancy shall immediately advance to the highest rate applicable for such Corporals, Sergeants or Lieutenants rank.
- 12.3: An employee who is assigned to a special assignment which holds a higher pay grade will be placed in the same step in the higher pay grade that corresponds to the step in his/her permanent classification pay grade. When he/she is relieved of his/her assignment, he/she shall revert to the pay grade and step of his/her permanent classification.
- 12.4: The City has the right to establish, reclassify, change, combine or discontinue job classifications, prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications subject to negotiations with the Union. Failure to agree, the matter shall become a proper subject for the grievance procedure and arbitration. Whenever new classifications are created, wage rates will be negotiated at a special conference with the Union, if requested by the Union. Reclassifications shall not be used for the purpose of avoiding restrictions surrounding promotions and demotions. The Union may challenge the accuracy of any reclassification or modification of existing job classifications through the grievance procedure. The procedures to be followed in maintaining, modifying and amending the classification plan are as prescribed in the Civil Service Personnel Rules or the City of Inkster, specifically Rule VII. An employee occupying a position which has been reallocated should

continue in the position only if he/she possesses the qualifications of training and experience required for the position.

12.5: Rank Differential.

Detective	Corporals	Sergeants	Lieutenants
N/A	4%	5%	9%

This table (12.5) illustrates the minimum yearly wage differential between detectives and corporals, corporals and sergeants, and sergeants and lieutenants.

12.6: Pay Plan.

2018 (upon ratification) - June 30, 2020

Corporal: \$59,584.20/year and \$28.6462/hour (2080 basis)

Sergeant: \$62,720/year and \$30.1538/hour (2080 basis)

Lieutenant: \$68,365/year and \$32.8678 (2080 basis)

12.7 Shift Differential:

An additional 20 cents per hour from the above hourly rates in section 12.6 will be paid for all hours worked between 3 p.m. and 11:00 p.m. An additional 25 cents per hour from the above hourly rates in section 12.6 will be paid for all hours worked between 11:01 p.m. and 7:00 a.m.

12.8 Cell Phone/On Call and Roll Call Pay:

Members of the bargaining unit are required to be reachable by cell phone during off hours for important work-related communications/inquiries. While management agrees to take steps to minimize interruptions to bargaining unit members off hours, the parties recognize that the pace of the modern workplace and the fact that the department functions on a 24-hour basis sometimes makes off-duty inquiries necessary. Similarly, the parties understand that pre-shift roll call preparation time is critical for defining daily tasks, trends, and other departmental needs. This pre-shift work is a regular function for bargaining unit members that the parties agree should be compensated. The parties agree that each bargaining unit member shall receive an annual payment of \$800 per year to compensate for fielding off-duty cell phone inquiries and for pre-shift roll call preparations. This payment shall be made in one lump sum payment once per year on the first pay check

following March 1 in each year of this agreement. This payment shall be prorated for employees who do not work for the entire prior fiscal year (July 1-June 30) within the bargaining unit.

ARTICLE 13
EDUCATION BENEFIT

The city encourages bargaining unit members to pursue post-secondary education and seeks to recruit and retain those who earn post-secondary degrees. Bargaining unit members shall receive the following additional payment for once they hold one of the following degrees:

- Associates Degree (\$200/ year)
- Bachelors Degree (\$400/year)
- Masters Degree (\$500/year)

This payment shall be made in one lump sum payment once per year on the first pay check following March 1 in each year of this agreement. This payment shall be prorated for employees who do not hold their degree for the entire prior fiscal year (July 1-June 30). Bargaining unit members receive only one benefit paid for only the highest degree they attain.

ARTICLE 14
SPECIAL CONFERENCES

14.1 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 the 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.

14.2. The Union representative may meet at a place designated by management, on

management's property, for a period not to exceed one-half (1/2) hour immediately preceding a meeting for which a written request has been made.

3. Employee representatives of the Union at special meetings will be paid by management for time spent in special meetings but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in special meetings shall be considered as hours worked to the extent of the regular work schedule hours which they otherwise would have worked.

ARTICLE 15 **NO STRIKE CLAUSE**

15.1. It is the intent of the parties to this Agreement that the grievance procedure herein shall serve as a means for the peaceful settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Union agrees that during the life of this Agreement, neither the Union, its agents nor its members, will authorize, instigate, aid or engage in a work stoppage, slowdown or a strike against the City of Inkster. The City agrees that during the same period there will be no lockout.

ARTICLE 16 **TRANSFERS**

16.1 Transfer of Employees. If an employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within the Department, he/she shall accumulate seniority while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement, with the exception of the privilege of promotion.

ARTICLE 17
HOLIDAY PROVISIONS

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

17.2: The thirteen (13) holidays shall be designated as follows:

Employee's Birthday

New Year's Day

Good Friday

Independence Day

Veteran's Day

Day after Thanksgiving Day

Christmas Day

Martin Luther King's Birthday

Memorial Day

Labor Day

Thanksgiving Day

Christmas Eve Day

New Year's Eve Day

17.3: Holiday pay for employees to be paid in accordance with paragraphs 17.1 and

17.2 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 18
SICK LEAVE

18.1: 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 the employee. Sick leave for all Union members shall be accrued and granted as follows:

A. The amount of sick leave credit shall not exceed one (1) day per month nor twelve (12) days per year for each employee. 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 credits. Sick leave shall be computed from the first full working day of the employee.

B. The amount of sick leave used by an employee shall be equal to the number of regularly scheduled hours he/she 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 credit shall be converted to hours that would have been earned on the new work week schedule.

C. A certification of illness or injury from a physician of the City's choosing may be required by the City 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 three (3) 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.

D. Sick leave credits will not be allowed when absence is due to the illegal use of narcotics or intoxicants, willful misconduct or any illness or injury incurred while self-employed or employed by other than the City.

E. 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 within one (1) hour before the starting time of his/her particular shift on the first day of his/her absence and daily thereafter, if not hospitalized, or sick leave pay will not be allowed and the employee shall be considered absent without leave.

F. 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.

G. When an employee receives his/her last check for sickness or disability, he/she will be placed on leave without pay for a period not to exceed two (2) years. 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/she 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.

H. Upon ordinary retirement of an employee, or upon death, the employee's estate 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. 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.

I. Legal Holidays, etc. Employees absent from work on legal holidays, during sick leave, during vacation, while on Workers' Compensation, or on special leave of absence with pay, shall continue to accumulate sick leave at the regularly prescribed rate during such absences as though they were employed, subject to the maximum limitation herein provided.

J. Contagious Diseases. An employee eligible for sick leave with pay may use such sick leave, upon approval of the division or unit commander, for absence due to exposure to contagious diseases which could be communicated to other employees, and due to illness in employee's immediate family, which is limited to husbands, wives, children, and parents.

K. Physical examinations will be available at City expense for protection under the Heart and Lung Act, Workers' Disability Compensation Act of 1969, Act #317.

L. Contagious/communicable diseases shall not be deemed duty connected outright, however, if the employee believes he/she has been exposed to communicable or contagious disease during duty hours, he/she shall notify the Employer when he/she becomes aware of the possibility that contact has been made.

M. When an employee finds it necessary to be absent for sickness, he/she should cause the facts to be reported to the Police Department one (1) hour before his/her regular starting time or sooner, if possible, on the first working day of absence and

shall regularly report, unless hospitalized or confined by a doctor, during each work day thereafter. Sick leave shall not be granted unless the report has been made. Employees reporting sick may be visited by some designated superior officer at the discretion of the division command for the purpose of verifying confinement or illness of the officer.

N. **Bonus Days.** Employees who use no more than five (5) days sick leave and/or leave without pay per fiscal year shall be given three (3) days additional vacation 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 forty-eight (48) hours written notice. Such bonus vacation days may not be accumulated beyond the year in which they are awarded.

ARTICLE 19 WORKERS COMPENSATION

19.1 On-the-Job Injury. Each employee will be covered by the applicable Workers' Compensation Laws and the Employer further agrees that any employee being eligible for Workers' Compensation may elect to use his/her accumulated sick time. If the employee uses his/her accumulated sick time, he/she shall receive full salary and he/she may return his/her Workers' Compensation check to the City. The City, upon receipt of the Workers' Compensation check shall convert that amount into hours and days and shall deduct those hours and days from the employee's sick leave charge.

An employee who elects not to utilize his/her accumulated sick time or who has no accumulated sick time shall receive the Workers' Compensation benefits as specified by law. An employee injured on the job and eligible for Workers' Compensation shall, in addition to Workers' Compensation benefits receive the difference between the Workers' Compensation benefits and his/her City salary as of the date of injury (excluding overtime), commencing the first day on which he/she is unable to work following the date of injury and continuing until the three hundredth and sixty-fifth (365th) day following such injury. Thereafter, only the Workers' Compensation benefits shall be paid and the additional benefits shall not be extended beyond the three hundredth and sixty-fifth (365th) day. During this period of time, the Employer may, with the doctor's permission, require the employee to perform such City work as said employee may be able to do. During this period of time, said employee's salary rate shall not be lower than the employee's salary rate at the time of injury. Following the three hundredth and sixty-fifth (365th) day, the employee's health and ability to perform work for the City shall be reviewed. If the employee is able to return to his/her original position he/she shall do so. If the employee is not able to return to his/her

position, but is able to perform work in another vacant position or able to perform limited duty, he/she shall be offered that position of performing such limited duty and his/her pay shall be commensurate with the salary rate for the position. Employee will return as soon as reasonably possible after the injury and examination by City doctor.

192: Job Related. If an officer is injured because of a job-related incident, he/she shall come under all provisions and benefits of the contractual agreement for a period not to exceed two (2) years. He/she shall have seniority rights for three (3) years. Upon returning to the department, he/she shall return to his/her former rank and assignment.

193: Non-Job Related. If an employee is injured (non-job related), he/she shall have all rights and privileges of this contractual agreement but not an accumulation of benefits for the years injured. He/she shall retain seniority rights for two (2) years and returning back to the department will return to his/her former rank and job assignment.

ARTICLE 20

INCOME PROTECTION DISABILITY

20.1. 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 (60%) percent of salary up to \$1,500 (effective 7-1-99) benefit per month, exclusive of overtime or other pay additives.
- C. Monthly benefits for a period of two (2) years will be paid when 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/she 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. Deducted from paycheck.
- E. Employee's 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 --police and fire personnel not covered by social security.

- F. Income Protection Disability shall be subject to the language of the insurance carrier's policy of insurance. All questions arising as to the coverage shall be governed by said policy of insurance. The City shall provide a copy of said policy of insurance to the Union as soon as it becomes available.
- G. Maximum Duration -- Sickness and accident to age 65.

ARTICLE 21 EMERGENCY AND FUNERAL LEAVE

21.1. In the case of serious illness in his/her immediate family, a regular employee may be granted an emergency leave of absence with pay for a period not to exceed three (3) days, upon the recommendation of the Police Chief and approval of the Mayor.

21.2. "Immediate Family;" as applied to Section 21.1, is defined as wife, husband, child, brother, sister, parent, and parent-in-law.

21.3. 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.

21.4. In addition to emergency leave, an employee may be granted a leave of absence, with pay, for a period not to exceed four (4) days in the case of a death in the immediate family, upon the recommendation of the Police Chief and approval of the Mayor, plus one (1) additional day if travel is beyond three hundred (300) miles from the City of Inkster.

21.5. "Immediate Family", as applied to Section 21.4 is defined as wife, husband, child, brother, sister, parent, parent-in-law, grandparents, sister-in-law, and brother-in-law. Funeral leave for immediate family is not chargeable to sick leave credits.

21.6. Should a death in his/her immediate family occur while an employee is on a scheduled vacation leave, he/she shall be eligible to receive these benefits provided that he/she notifies the City prior to the date of the funeral.

21.7. If death occurs to other relatives of an employee, not stated above, one (1) day sick leave, with pay, may be granted, which shall be charged to accumulated sick leave, plus one (1) additional day for travel if beyond three hundred (300) miles from the City of Inkster. An employee may elect to use earned vacation time in lieu of accumulated sick time.

21.8. 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.

21.9. Additional leave may be granted in special cases subject to the approval of the Mayor.

ARTICLE 22 SPECIAL LEAVES OF ABSENCE

The parties recognize that the rigors of modern police work can require continued educational advancement and extended periods away from the job. While the City has the right and obligation to maintain discipline and departmental cohesion the parties wish to provide for certain leaves of absence under limited circumstances and with good cause shown:

22.1: Educational Benefit. In keeping with the City's policy of encouraging the improvement and professionalism of its police personnel, the City shall provide to employee an annual education reimbursement not to exceed \$750 for attendance at an accredited Bachelors or Master's Degree program in a field of study that the Chief of Police deems is likely to benefit the department.

The employee shall advance the cost of all tuition and required textbooks and shall be reimbursed by the City upon the satisfactory completion of each course. Satisfactory completion shall require the employee to obtain a mark of a "C" or better. Such amounts are payable April 1st of each year.

22.2: Personal Reasons. The Chief may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed thirty (30) working days in any calendar year.

22.3: Special Leave. The Chief, in consultation with the City Manager, may at their sole discretion authorize special leave of absence with or without pay for any period or periods.

22.4: Election to Position. A permanent employee who has been elected or appointed to a public position may in the discretion of the Chief of Police be granted a leave of absence without pay for a period not to exceed two (2) years, which would not interfere with the efficient operation of the Department. However, said employee will not accumulate seniority in this two (2) year period.

22.5: Physical or Mental Illness. If a permanent employee is off for an extended period of time due to a physical or mental illness, the employee will be granted, at his/her request, a leave of absence without pay not to exceed two (2) years.

ARTICLE 23 MATERNITY/FMLA LEAVE

23.1. A pregnant Employee shall be entitled to a leave of absence not to exceed six (6) months which shall run concurrently with any other form of leave granted under this agreement. When said Employee gives written notification to the City of 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, subject to the seniority provisions of the City for its employees. If her former position is vacant, she shall have first preference to the vacancy. In order for an Employee to qualify for a maternity leave, she must notify the City at least five (5) months prior to the anticipated date of delivery. An Employee granted such leave shall be expected to undergo a physical examination after the period of leave and receive appropriate medical certification of her fitness for duty. Maternity leave shall run concurrently with any request for leave under paragraph 17.2.

23.2. In accordance with the Family and Medical Leave Act (FMLA) of 1993, a medical or personal leave is an FMLA leave if the leave is for one or more of the following:

- A. Because of the birth of a son or daughter of the Employee, or in order to care for such son or daughter;
- B. Because of the placement of a son or daughter with the Employee for adoption or foster care;
- C. To care for the Employee's spouse, son or daughter, or parent who has a "serious health condition"; or
- D. The Employee is unable to perform the essential job functions because of a "serious health condition."

FMLA leaves are only available to Employees who have been employed by the City for at least twelve (12) months and have worked 1,250 hours during the previous twelve (12) month period.

Under the FMLA, an Employee is eligible for a total of twelve (12) workweeks of leave in a twelve (12) month period. This twelve (12) month period is measured back from the date the Employee uses FMLA leave. Continuation of medical, life and dental benefits and the right to job restoration under the FMLA ceases when an Employee has used twelve (12) workweeks of FMLA leave in the twelve (12) month period. FMLA leave shall run concurrently with all other leaves taken for the condition(s) related to the FMLA leave.

When a leave is requested due to a serious health condition, the City reserves the right to require the Employee to obtain the opinion of a second health care provider designated or approved by the City concerning any information within the medical certification requesting the leave. The City will pay any deductible or co-pay costs for said second opinion.

An Employer may recover the health insurance premiums paid while an Employee was on an unpaid FMLA leave if:

- The Employee fails to return to work for at least thirty (30) days after the expiration of the leave; and

The failure to return is for a reason other than a serious health condition, or "other circumstances beyond the control of the employee." Certification from the health care provider may be required for this purpose.

An Employee returning from an FMLA leave is to be restored to the position he or she left, or to an equivalent position.

An Employee requesting an FMLA leave under types A,B,C, or D above, must exhaust all his/her personal days and earned vacation prior to going on said leave. Seniority shall accumulate while on a Family and Medical Leave.

The City will continue to provide an Employee's medical, life and dental insurance while he/she is on an FMLA leave for a period of up to twelve (12) weeks on the same terms and conditions as prior to the leave.

ARTICLE 24
MILITARY LEAVE

24.1. 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.

ARTICLE 25
VACATION LEAVE

25.1 Vacation leave is authorized absence from duty with pay.

A. Employees with less than eight (8) years seniority shall receive fifteen (15) vacation days per year. Those employees who have from eight (8) to fourteen (14) years of seniority shall receive twenty-one (21) vacation days per year. Those employees with fifteen (15) years seniority or more shall receive twenty-five (25) vacation days per year.

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

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

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

On July 1 of each year, the employee shall be credited with vacation credits that have been earned up to that time plus advance vacation credits to the end of the current fiscal year, (June 30).

E. Employees shall forfeit all rights to vacation time if not taken within the year following the year in which accrued; unless carried over with the written consent of the Chief.

F. Vacation schedules shall be set up by the City so as to permit the continued operation of all City functions without interference; in some areas employment of temporary relief labor will be permitted for limited period of time so that continued efficient operation can be maintained. Employees shall be given preference according to bargaining unit seniority to select available vacation periods for their allowable vacations. Available schedules shall be posted prior to April 1 of each vacation year. After selections are approved, they shall be final except for emergencies.

G. Vacation leave shall be scheduled in weekly periods. Vacation leave for periods 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 (1) calendar year are less than one (1) week. Vacation leave may not be allowed at any time in advance of earned time. Scheduling of the third (3rd) week or more of vacation leave shall be at the discretion of the department head.

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

1. Any regular employee, who gives proper notice, ten (10) 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 date of separation.

2. 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.
3. By mutual agreement between the City Manager and the employee, the employee may be paid for a portion of his/her vacation credits. Such agreement shall be reduced to writing.

I Employees shall not be entitled to accrued vacation pay if any of the following applies: (1) If an employee separates himself from the City by reason of absence without leave; or (2) If an employee fails to give at least ten (10) working days notice in advance of termination date.

J Sickness or Injury. Absence on account of sickness, injury, or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and within the discretion of the Chief, be charged against the employee's vacation leave allowance.

K Records. The Chief shall keep records of vacation leave allowances and shall schedule vacation leaves with particular regard to the seniority of employees, in accord with operating requirements and with the written request of the employees. The official record for vacation and sick leave are in the City Manager's Office.

L. Separation from City Service. Employees separated from the City service shall be paid at their normal salary rate for their unused vacation.

M. Vacation Call Back. In the event an employee is called back to work from his/her scheduled vacation, he/she will be compensated:

1. By returning to the employee, on a one (1) vacation day for one (1) vacation day ratio, those vacation days lost due to the call back, and,
2. By paying him/her time and one-half (1-1/2) his/her regular pay rate for the hours worked.
3. Ten (10) days, not to exceed ten (10) day payment.

N. Pay Advance. If a regular payday falls during an employee's vacation and he/she is to be on vacation for two (2) weeks or longer, he/she will be entitled to receive that check in advance before going on vacation. An employee must make a request to

the City Manager's Office for his/her check two (2) weeks before leaving, if he/she desires to receive it in advance.

ARTICLE 26
HEALTH AND DENTAL INSURANCE

- A. Full-time Employees shall 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.

Employees' monthly contributions under the City's 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.

The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated will not result in any liability to 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 COAM Employees or beneficiaries of COAM Employees.

- B. Notwithstanding any provision in this Article that could be construed to the contrary, this Article shall 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").

- C. 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 Union. In that event:
1. 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.
 2. The new Plan(s) shall not impose a cost increase on City.
 3. If City and 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 City 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.
- D. Annual plan design: The City has little to no control over plan designs from coverage year to coverage year. As a 80 percent sharer of the costs of health coverage, the City has an incentive to select a plan design that contains costs and, to the greatest extent possible, maintains coverage levels. Each year, the City goes through a health care benefits renewal process with its carrier(s) and rolls out a new plan design prior to the open enrollment period. City will give notice to the union prior to open enrollment regarding plan design and cost-sharing of proposed plans. The Union may, in accordance with Article 44 submit an alternative proposal to management for consideration and bargain with the city over the implementation of program changes which the city may, in its discretion, implement in accordance with the procedure set forth in Article 44.

ARTICLE 27
LIFE INSURANCE

27.1. 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.

27.2. Upon retirement, the employee shall have a conversion option on the policy for a period of thirty (30) days. The employee must convert this policy from the group plan with the City assuming no responsibility for such conversion. The Employer shall provide a paid policy of \$5,000.

ARTICLE 28
BULLETIN BOARDS

28.1. The Employer will provide bulletin boards in the Police Building which may be used by the Union for posting notices, including, but not limited to, notices of the following types:

- A. Notices of recreational and social events.
- B. Notices of elections.
- C. Notices of results of elections.
- D. Notices of meetings.
- E. Miscellaneous items placed on the board by employees, such as "for sale" notices.

ARTICLE 29
PROVISION OF LEGAL COUNSEL

29.1. The Employer shall provide to the employee, such legal assistance as shall be required or needed as a result of the acts occurring when and while said employee is in the legitimate performance of his/her official police duties and responsibilities. This shall apply only to civil suits. Unless there is a conflict of interest, the City Attorney's Office shall be used to represent the employee in civil actions, while the insurance representative will represent where such action is covered by the policy.

The duty to indemnify Employee shall not include acts that occur outside of the Employee's exercise of lawful police power.

ARTICLE 30
GUN/EQUIPMENT ALLOWANCE

30.1. Each unit member shall receive an equipment allowance of two thousand five hundred dollars (\$2,500.00) per year to be paid annually on the first payday of September. This allowance shall serve as reimbursement for the purchase, maintenance, and replacement of any equipment as required by departmental rules and regulations.

- A. All employees covered by this Agreement who are issued clothing and equipment by the City shall be responsible for returning to the City those items upon separation from the department.
- B. If an employee terminates his/her employment during the fiscal year, and after he/she has received an equipment allowance for that fiscal year, he/she shall return his/her unearned pro-rated share of his/her allowance.
- C. Employees shall not be paid an equipment allowance for any period of duty disability leave which exceeds twelve (12) months duration.

ARTICLE 31
HOURS OF WORK

Staffing shall remain consistent with the 12-hour shift rotations set forth in the ICOU-COAM's June 22, 2012 proposal attached as exhibit B to the parties' July 2012 Agreement.

ARTICLE 32
OVERTIME/CALL BACKS

32.1: If an employee is called back to work on any other shift, he/she shall be compensated for a minimum of three (3) hours in which case he/she shall be paid overtime for the exact hours or portion thereof worked.

32.2: Leave days and work schedule not to be changed, switched, or rescheduled to avoid paying time and one-half (1-1/2).

32.3: In non-emergency or non-short notice situations, the use of a supervisor not regularly assigned to one of the present four (4) platoons is not to be considered a change of work schedule to avoid payment of overtime.

32.4: Non-emergency and/or non-short notice means notice given more than four (4) hours before the affected shift.

ARTICLE 33
COURT TIME

33.1: The City will pay each employee when required to attend duty related Court sessions and administrative proceedings as follows:

- A. All court and administrative hearings - four (4) hours minimum at time and one-half (1-1/2).
- B. Any employee required to standby on the basis of subpoenas will Receive two (2) hours compensatory time for each day on which they standby but are not in fact required to appear in court.
- C. Any employee subpoenaed into court or any other hearings; 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.

- D. Employees subpoenaed for court or other hearings unrelated to their current job duties, such as union activities, or personal suits, are not subject to reimbursement under this section. Employees subpoenaed by the Employer or its agent will be paid by the City.

ARTICLE 34
PERSONAL LEAVE

Each employee is granted seven (7) personal leave day per fiscal year awarded each July 1, to use or lose within the fiscal year awarded and which bears no relation to sick leave usage. When used, the Employer shall receive forty-eight (48) hours written notice. Management reserves the right to deny the approval of a personal leave day for reasonable cause including, but not limited to, situations where the leave day will create overtime.

ARTICLE 35
PERSONNEL ROSTERS

Union shall be entitled, on a twice-yearly basis, to receive a roster containing the names, ranks, seniority/hire date, and contact information.

ARTICLE 36
SPECIAL ASSIGNMENTS

An employee who is assigned to a special assignment which holds a higher pay grade will be placed in the same step in the higher pay grade that corresponds to the step in his/her permanent classification pay grade. When he/she is relieved of his/her assignment, he/she shall revert to the pay grade and step of his/her permanent classification.

ARTICLE 37
TIME AND SHIFT TRADES

Time and shift trades that do not result in the creation of overtime for any member are permitted with the prior written approval of the Chief of Police.

ARTICLE 38
UNSAFE EQUIPMENT

38.1. 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 39
PENSION

The present pension plan shall remain in effect with the following stipulations.

A. PENSION MULTIPLIER

Any COAM member eligible for retirement under Section 18.3 of the retirement system plan shall, upon his/her own application, be retired and shall receive a pension equal to his/her final average compensation multiplied by two and seventy-five tenths (2.75%) percent, multiplied by his/her first twenty-five (25) years of pension service, plus his/her final average compensation multiplied by two and one-half percent (2.5%) of his/her pension service between twenty-five (25) and thirty (30) years, plus his/her final compensation multiplied by one percent (1%) of his/her pension service over thirty (30) years to his/her date of retirement.

B. The pension plan shall continue to provide for retirement after 25 years of service regardless of the age requirement.

C. **SPOUSE - DEPENDENT COVERAGE.** The retirement system shall provide that, upon a retiree's death, his/her designated spouse or child or children under the age of eighteen (18) as contingent pensioner shall receive a total of sixty percent (60%) of the pension the retiree was receiving at the time of his/her death. Should said retiree so die leaving no spouse, his/her child or children 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 shall apply to all current employees and all future retirees.

D. **EMPLOYEE PENSION CONTRIBUTION.** Effective upon ratification, all COAM members shall be six percent (6%) of compensation.

E. The City of Inkster Policemen and Firemen Retirement System shall provide that any COAM member eligible to retire under Section 18.3(b) whose services with either or both the fire and police force shall total twenty-five (25) years, provided that the amount of time spent in the United States Military, Naval or Marine Service by any fireman and policeman who leaves the force of which he/she is a member to enter such United States Service, and who returns to either force within six (6) months after an honorable discharge from United States Service, shall have such military service time be counted as part of the aforesaid twenty-five years service.

F. The City of Inkster Policemen and Firemen Retirement System shall be amended to provide that any COAM member eligible to retire shall under Section 18.1(i) read "Final Monthly Compensation" whatever used in this Chapter shall mean the average monthly pay of the best 36 consecutive months of pay as an employee member from the City (and/or Village of Inkster for employee members with less than 36 months service with the City) during the member's last 120 consecutive months of service with the City (and/or Village of Inkster for members with less than 120 months service with the City). An approved period of workers' compensation will not be considered as a break in consecutive months of pay to determine the best consecutive 36 months of pay. In the event an employee member has less than 36 months service with the City and/or Village of Inkster at his/her date of disability retirement or death, "Final Monthly Compensation: shall

mean his/her average monthly pay during his/her entire period of continuous service."

G. Employee shall be 100% vested in the Pension plan after ten (10) years of service.

H. "LIVE IN SIN" PENSION CLAUSE. A spouse of a deceased retiree, who was collecting 60% of the pension to which the retiree was entitled, will continue to collect that amount of pension, regardless of any change in marital status.

I. Purchase of Service Credits

All employees will have a one (1) year window after their probation period to purchase up to three (3) years credit toward retirement with an option to purchase an additional two (2) years using the following example.

1. All employee may purchase three (3) years of full time generic time. The employee may purchase one (1) year of full-time generic time for each three (3) years of service with the Inkster Police Department.

2. All employees may purchase up to five (5) years of prior police or military service time.

3. In no case shall the total time purchased exceed a total of five (5) years.

4. All years purchased shall only be used only for purposes of calculating the retirement benefit received and not as a way to reduce the years of active service required for retirement.

5. The Employee shall pay all costs for the purchase and shall have a three year time limit to pay all funds necessary to complete the purchase. This payment may be made through payroll deduction on pre-taxed funds.

6. All actuarial studies required to calculate purchase prices for service credit purchased shall be paid by the employee prior to the actuary study being performed by the Actuary. The City will not provide the study without the employee paying for the actuarial study in advance.

J. Pay Codes for Pensionable Wages/FAC

The following pay codes are the only ones to be used for purposes of calculating "Pensionable Wages" that are part of FAC: SP Afternoon, Regular, SP Midnights, Holiday, Overtime P/CRT, Overtime P/T, Personal Police, SI Police, V Police, Stan, Sup, OJI. These items will also be used to calculate employee contribution toward pension.

K. Treatment of bank payouts:

Post-employment payouts of accumulated banks of sick-time and compensatory-time that remain unused on the member's date of separation shall be paid in conformity with the status quo. Also consistent with the status quo, no deductions for employees' share of retirement contribution shall be made from these payouts of banked sick and compensatory time.

ARTICLE 40
WAIVER CLAUSE

40.1. 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 41
MANDATORY TRAINING TIME

41.1. It shall be mandatory for each Employee to maintain a level of proficiency. Each Employee shall receive a minimum of sixteen (16) hours of mandatory training time per year in one (1) or more of the following areas at the City's expense. The Employee is to be compensated if the training time occurs during his normal shift. There will be no grading of training time:

1. Investigation - Criminal and Accident
2. Identification
3. Precision Driving

4. Constitutional Law
5. State Laws
6. Local Ordinances
7. Self-Defense
8. Report Writing and Review

The Chief of Police may mandate up to eight (8) hours of additional training per year to be taken on the Employee's own time with the enrollment costs of the training at the City's expense.

ARTICLE 42
SAVINGS CLAUSE

42.1 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 this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 43
STATUTORILY-REQUIRED EMERGENCY MANAGER CLAUSE

43.1 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 Manger; (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 44 DURATION

This Agreement shall become effective upon the later of the effective date of a Resolution of Approval of City Council of Inkster or a positive ratification vote of Union and shall remain in full force and effect until 11:59 P.M., June 30, 2020, 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, POAM, 27056 Joy Rd, Redford Charter Twp, MI 48239 and if the City addressed to the Mayor, 26215 Trowbridge, Inkster, MI, 48141 or to any such address as the Union or the City may make available to each other.

44.3 Re-opener negotiation process for health benefits:

The Union may request bargaining for thirty (30) calendar days regarding any proposed annual changes to the city's existing health plans. In the event there is no agreement reached after thirty (30) days, the City shall have the right to implement its last offer to the Union. The City's offer will be retroactive to the introduction (roll out) date of the change(s). The City's implementation action shall not terminate the negotiations and any subsequent settlement shall also have retroactivity to the date of introduction.

ARTICLE 45
DRUG TESTING

45.1: See MOU from prior agreement.

ARTICLE 46
ADMINISTRATIVE LEAVE


46.1: Each employee holding the rank of Lieutenant shall receive one (1) administrative leave day per year in addition to, and not to be deducted from other forms of leave.

ARTICLE 47
RESIDENCY

47.1: Residency Allowance. Effective 7-1-98, any command officer who moves into and/or lives within the City of Inkster establishing official domicile will receive a five hundred (\$500.00) dollar allowance on the first regular pay day following December 1st of each year. If an employee moves into the City, they shall receive a pro-rated share of the residency allowance and if they move out of the City or terminate their employment during the fiscal year, they shall return their unearned pro-rated share of residency allowance.

Command Officers Association
of Michigan

City of Inkster


Wayne Beerbower
Business Agent
Date 9/7/18


Byron Nolen
Mayor
Date 9-7-18

Inkster Command Officers Association


Jeffery Smith
President
Date 9/7/18

Approved by the Inkster City Council _____ Resolution _____