

AGREEMENT
BETWEEN
THE CITY OF INKSTER
AND
COMMAND OFFICERS ASSOCIATION OF MICHIGAN
FOR THE UNIT OF SERGEANTS AND LIEUTENANTS

Effective July 1, 2009 through June 30, 2012

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ A.D., by and between the City of Inkster, a Michigan Municipal Corporation, Party of the First Part, and hereinafter termed the "Employer" and Command Officers Association of Michigan, hereinafter referred to as the "Union".

ARTICLE I
PURPOSE AND INTENT

1.1: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

1.2: The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing proper services to the community.

1.3: To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE II
RECOGNITION

2.1: Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment for the term of this Agreement, for the following units:

Sergeant and Lieutenant

ARTICLE III
DISCRIMINATION

3.1: No persons employed by the City nor applicants for City employment shall be discriminated against because of race, religion, disability, sex, creed, color or national origin. Active efforts shall be made to encourage applicants for City employment in all departments from all racial, religious and nationality groups. The City shall take steps to assure that employment assignments and promotions are given on an equal non-discriminatory basis. Membership in the Union shall be open to every employee covered by this contract on a non-discriminatory basis.

ARTICLE IV
AID TO OTHER ORGANIZATIONS

4.1: The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE V
UNION SECURITY

5.1: Agency Shop. 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 the monthly Union 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 permits.

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: Termination Penalty for Delinquency in Paying Dues. Employees shall be deemed to be members of the Union or Agency within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues or service charge.

No employee shall be terminated under Section 5.2 of this Article unless:

- A. The Union first has notified the employee by registered letter, explaining that he/she is delinquent in not tendering either periodic and uniformly required Union dues or the service charge in an amount equivalent to periodic and uniformly required Union dues, and specifying the sixty (60) day delinquency, and warning him/her that unless such dues or service charge is tendered within thirty (30) calendar days, he/she will be reported to the City for termination as provided in this Article, and,
- B. The Union has furnished the City with written proof that the procedure of Section 5.2(A), of this Article has been followed or has supplied the City with a copy of the letter sent to the employee and

notice that he/she has not complied with the request. The Union must specify further, when requesting the City to terminate the employee, the following by written notice: "The Union certifies that _____ (Name) has failed to tender either the periodic and uniformly required Union dues or service charge required as a condition of employment under the collective bargaining agreement and that under the terms of the Agreement, the City shall terminate the employee".

- C. The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability arising out of this section or Article VI.

ARTICLE VI
UNION DUES OR SERVICE CHARGE

6.1: Payment of Check-off. During the life of this Agreement and in accordance with the terms of the Form of Authorization of Payroll Deduction of dues or service charge, hereinafter set forth, the Employer agrees to deduct a uniform amount as Union membership or service charge levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the Authorization for Payroll Deduction Form.

6.2: When Deductions Begin. Check-off deductions under a properly executed Authorization for Check-off of dues or Service Charge Forms shall become effective at the time the authorization is signed by the employee and shall be deducted from the last pay of the month and each month thereafter. The pay periods shall be bi-weekly.

6.3: Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to the designated financial officer of the Union with, (1) a list for whom membership dues have been deducted, and (2) a list for whom service charges have been deducted, by the tenth (10th) day of the month following the pay day that the dues and charges were deducted.

6.4: Disputes Concerning Membership. Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Union and if not resolved, may be decided through the grievance procedure.

ARTICLE VII
STEWARDS

7.1: The Employer recognizes the right of the Union to designate a steward and an alternate from the seniority list of the unit described in Article II. Once a steward and an alternate are selected, their names will be submitted to the Police Chief, to the Personnel Department and to the City's Labor Relations unit for their information.

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

- A. The investigation and presentation of grievances in accordance with the provision of 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 goods 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 the 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 shall not discriminate against any employee because of age, sex, marital status, race, nationality, religious or political belief or for legal Union activities.

ARTICLE VIII
UNION RIGHTS

8.1: Discussion of Union Business. Members 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 member's duties.

8.2: Bulletins and Order. A copy of any order, general order, rule, regulation or training bulletin shall be made available to the steward for the Union.

8.3: Equality of Treatment. It is agreed by the Employer and the Union that the City is obligated, legally and morally, to provide equality of opportunity, establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all members employed by the City in all phases of the employment process.

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

ARTICLE IX
MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

9.2: Administration of Department's Policies. The Union recognizes that members of the unit are supervisory personnel and are representative and part of management for the purpose of administering the department's policies to insure the safety, health and welfare of the citizens of the City of Inkster.

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

9.4: Work Schedule. The Department recognizes the Supervisors' Unit, job assignments and responsibilities and will not assign or direct a Supervisor to perform duties of non-bargaining unit personnel, except in the case of emergency.

9.5: Discipline and Discharge. The Employer reserves the right to discipline and discharge for just cause.

9.6: Retention of Right.

- A. It is recognized that the government and management of the City, the control and management of its properties and the maintenance of municipal functions and operations are reserved to the City and that all lawful prerogatives of the City shall remain and be solely the City's right and responsibility. Such rights and responsibilities

belonging solely to the City are hereby recognized prominent among which, but no means wholly inclusive are all rights involving public policy, the rights to decide the number and location of plants, stations, etc., work to be performed within the location of plants, stations, etc., work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, in order to operate and manage its affairs in all respects in accordance to law and in a manner which is not in conflict with any provisions of this Agreement.

- B. It is further recognized that the responsibility of the management of the City shall include the right to adopt, revise and enforce working rules and carry out costs and general improvement programs including the right to hire, suspend and discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, is vested exclusively in the City, subject only to the seniority rules, grievance procedure and other express provisions of this Agreement.
- C. No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the following authority conferred on City officials:
 - 1. The Charter responsibility of the City Manager as Administrative Office of the City for enforcing the laws of the State and the City, passing upon ordinances adopted by the Mayor and City Council, recommending an annual budget or directing the proper performance of all executive departments.
 - 2. The responsibility of the Mayor and the City Council for the enactment of Ordinances, the appropriation of money and final determination of employee compensation.
 - 3. The responsibility of the City and department for determining classification, status and tenure of members, establishing rules, initiating promotions, and disciplinary

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

4. The responsibility of department heads, governed by Charter provisions, Ordinances and departmental rules and as limited by the provisions of this Agreement.
 - a) To recruit, assign, transfer, or promote members to positions within the department;
 - b) To suspend, demote, discharge or take other disciplinary action against members for just cause;
 - c) To relieve members from duties because of lack of work, lack of funds or for disciplinary reasons;
 - d) To determine methods, means and personnel necessary for departmental operations;
 - e) To control the departmental budget; and
 - f) To take whatever actions are necessary in emergencies in order to assure the proper functioning of the department.

- D. It is agreed by the department and the Union that the City is obligated, legally and morally, to provide equality of opportunity, consideration and treatment of all members of the department and to establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all members employed by the department in all phases of the employment process. To this end, basic rights and equities of members are established through the City Charter, Executive Orders of the City Manager, Ordinances and Resolutions of the Mayor and the City Council and the rules of the department.

- E. It is further intended that this Agreement and its supplement shall be an implementation of the Charter and Ordinance authority of the City Manager, Mayor and the City Council and the department heads, rules and regulations promulgated by the department and the provisions of all Public Acts as amended.

- F. The department will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Union under this contract.
- G. No department official or agent of the City shall:
1. Interfere with, restrain or coerce employees in the exercise of their right to join or refrain from joining a labor organization, except where permitted by law to avoid a conflict of interest.
 2. Initiate, create, dominate, contribute to or interfere with the formation or administration of any employee organization meeting the requirements of the law.
 3. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in a labor organization.
 4. Discriminate against an employee because he/she has given testimony or taken part in any grievance procedure or other hearing, negotiations or conferences as part of the labor organization recognized under the terms of this Agreement or,
 5. Refuse to meet, negotiate or confer on proper matters with representatives of the Union as set forth in this Agreement.
- H. Contracts. The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City. The right to contract or sub-contract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members nor will it result in a lay-off of the Supervisor Unit employees or a number of rank positions.
- I. Delegation. No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the City and its officials by the Inkster City Charter, State Law or the

Inkster Ordinance Code, nor shall the City or its officials abridge such authority.

- J. Reclassification. The Employer reserves the right to reclassify existing positions based on assignment duties and responsibilities or make changes in assigned duties and responsibilities; provided, however, no employee shall be assigned duties which are not customarily performed by persons in his/her respective job classification. It is agreed that such reclassification shall not be arbitrary or capricious.
- K. If other sections expressly abridge this section, the other sections shall govern.

ARTICLE X
PROVISIONS FOR LEGAL COUNSEL

10.1: 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 performance of his/her 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 occurs within the policy (MCLA 775.12) Prosecutor at instances of private person, cost, security and payment execution.

ARTICLE XI
SPECIAL CONFERENCES

11.1: 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.

11.2: 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.

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11.3: 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 XII
NO STRIKE CLAUSE

12.1: 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 XIII
CITY AND DEPARTMENTAL RULES

13.1: With regards to the terms and conditions of employment, the provisions of this contract shall take precedence over Civil Service Rules, City Rules or Departmental Rules and Regulations.

13.2: Any new rule or regulation shall be submitted to the Union at least ten (10) days prior to implementation for its study and review.

ARTICLE XIV
GRIEVANCE PROCEDURE

14.1: Purpose. The purpose of this grievance procedure is to establish machinery for the fair, expeditious and orderly adjustment of grievances. Grievances within the meaning of this procedure shall be all definitions, interpretations, or alleged allegations of this Agreement.

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

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

14.4: In case of disciplinary action resulting in suspension or discharge, the member may go directly to Step 3 of the grievance procedure.

14.5: Grievances shall be processed according to the following procedure:

Step 1. A grievance shall be reduced to writing, be signed by the aggrieved employees or group of employees and be presented to the Deputy Chief within ten (10) working days of its occurrence, or knowledge of its occurrence, not to exceed thirty (30) working days. The grievance shall be prepared in detail and be dated. The Deputy Chief will reply to the grievance in writing within ten (10) working days of the date of presentation of the written grievance.

Step 2. If the grievance is not settled in Step 1, the written grievance shall be presented to the Police Chief within ten (10) working days after the Deputy Chief's response is given. The grievance shall be presented along with all pertinent correspondence to date. The Police Chief will reply to the grievance in writing within ten (10) working days of the date of presentation of the written grievance.

Step 3. If the grievance is not settled in Step 2, the written grievance shall be presented to the City Manager or his/her designee within ten (10) working days after the Police Chief's response is given. The grievance shall be presented along with all pertinent correspondence to date. The City Manager or his/her designee will reply to the grievance in writing within ten (10) working days of the date of presentation of the written grievance.

Step 4. If the Union believes that the matter should be carried forward, it must within ten (10) working days of the City Manager's answer refer the matter to arbitration.

Said arbitrator shall be selected in the following manner:

Either the Michigan Employment Relations commission, the American Arbitration Association or the Federal Mediation and Conciliation Service shall submit to the Union and the Employer a list of five (5) arbitrators and both parties shall select three (3) of the names contained on said list of five (5) as their selections. From the selections as submitted to the association, they shall select the arbitrator who shall determine the dispute.

The arbitrator shall limit this decision strictly to the interpretations, application or enforcement of the specific articles and section of this Agreement.

14.6: Cost of Arbitrator. If a grievance is submitted to an arbitrator, the City and the Union shall each pay one-half (1/2) of the arbitrator's fee.

14.7: Power of Arbitrator. An arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall he/she exercise any responsibility or function of the Employer or the Union.

14.8: Time Limitations. If either side fails to comply with the procedure in filing a grievance in the time limitation set forth in the grievance procedure, the matter shall be deemed to be resolved against the party who failed to comply.

14.9: Grievance Form. The Union shall furnish grievance forms. This form shall be used in filing a grievance. One (1) copy of the form shall be the property of the employee filing the grievance. A copy of Attachment 1 to this contract shall be submitted along with the grievance.

ARTICLE XV
DISCHARGE AND DISCIPLINE

15.1: 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.

15.2: 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.

15.3: Power of Discharge and Discipline. As set forth in Chapter 6 of the Inkster Charter, the City Manager 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 City Manager, 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 City Manager, Police Chief, and his/her subordinates.

15.4: 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.

In any alleged infraction of the Rules and Regulations of the Department, other than criminal offenses, the date of the filing of specified charges shall not exceed ninety (90) days from the date of the alleged offense or within ninety (90) days of knowledge of the offense but not to exceed one (1) year from the occurrence.

15.5: 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 advise 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.

15.6: 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.

15.7: Past Infractions. In imposing any discipline on a current charge, the Employer will not base his/her decision upon any prior infractions of City or departmental rules or regulations which occurred more than eighteen (18) months previously, unless directly related to the current charge.

15.8: 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.

15.9: 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.

15.10: 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 revolver if it is needed in the investigation, in which case it will be replaced with another revolver until the investigation is complete. In no way shall inactivation be construed to be punishment for the employee.

15.11: 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. In the event a member is exonerated of the charges causing the suspension, he/she shall be reinstated and compensated for all back wages and benefits lost due to the suspension. Health insurance and life insurance shall be maintained by the Employer for a suspended member for the first thirty (30) days of suspension. Except when there is a criminal prosecution authorized by a prosecutor or city attorney, a suspension shall not last more than thirty (30) days.

15.12: 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.

15.13: 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.

15.14: Drug Policy. The Union and Department agree to implement the attached drug testing policy effective May 1, 2008.

ARTICLE XVI SENIORITY

16.1: 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.

16.2: 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.

16.3: 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.

16.4: 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

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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.

16.5: 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.

16.6: 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 XVII
TRANSFERS

17.1: 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 XVIII
COMPUTATION OF BACK WAGES

18.1: No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate excluding overtime.

ARTICLE XIX
VETERANS

19.1: Reinstatement of Seniority Employees. Any employee who enters into active service in the Armed Forces of the United States, upon the termination of such service shall be offered re-employment in his/her previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he/she will be offered such employment in line with his/her seniority as may be available which he/she is capable of doing at the current rate of pay for such work, provided he/she reports for work within ninety (90) days of the date of such discharge or ninety (90) days after hospitalization continuing after discharge. Any employee who volunteers, will not be covered by this provision.

19.2: Probationary Employees. A probationary employee who enters the Armed Forces and meets the foregoing requirements, must complete his/her probationary period, and upon completing it, will have seniority equal to the time he/she spent in the Armed Forces plus one (1) year.

19.3: Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the City when they are on full time active duty in the Reserve and National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except the Employer may extend this limit in proper cases. However, voluntary enlistment, this provision does not apply.

ARTICLE XX
SICK LEAVE

20.1: 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 Manager's choosing may be required by the City Manager 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 XXI
PERSONAL LEAVE DAYS

21.1: Each employee is granted seven (7) personal leave days which bears no relation to sick leave usage. These days may accumulate to vacation days. 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.

21.2: One (1) additional personal day will be added to the bank of each member for each year of the four (4) year contract. This time will be non-cumulative and not eligible for any payouts. These personal days should have prior approval and not result in the payment of overtime. This extra day will not exceed beyond the life of the agreement (no extra day will be added 7/1/09).

Effective July 1, 2009 through June 30, 2012

ARTICLE XXII
WORK SCHEDULE AND OVERTIME

22.1: Overtime. Any time worked in excess of eight (8) hours a day and any time worked in excess of forty (40) hours a week shall be considered overtime. Employees shall be compensated for overtime by payment at time and one-half (1-1/2). The Chief or his/her designate will be the determining authority on the necessity for overtime, excluding fifteen (15) minutes per shift briefing time.

22.2: Computation of Benefits. Any compensable day shall be considered a day worked for the purpose of computing benefits under this Agreement.

22.3: Coffee Breaks and Lunch Breaks. Coffee breaks and lunch breaks shall continue as in the past.

ARTICLE XXIII
CALL BACKS

23.1: 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.

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

23.3: 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.

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

ARTICLE XXIV
COURT TIME PAY

24.1: 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 XXV
LEAVE OF ABSENCE

25.1: Educational Benefit. Effective July 1, 1975, in keeping with the City's policy of encouraging the improvement and professionalism of its police personnel, the City shall provide to employees the opportunity to take courses at an accredited college or university or community college of the employee's choice by:

- A. Arrangement of work schedule so that the employee may attend as long as the employee is available for two (2) of the three (3) shifts.
- B. Paying for tuition and required textbooks for three (3) courses per semester or term, as hereinafter set forth.
- C. Allowing the employee to select courses that are both advantageous to the City and the employee.
- D. Prior approval by the Chief of Police will be needed to receive tuition and book reimbursement effective July 1, 2005. All core classes and standard classes needed for an Associate's Degree, bachelor's Degree or Master's Degree in police administration will be subject to budgetary limitations effective July 1, 2005.

Present members participating in approved classes as of April 1, 2004, will be grandfathered in

receiving full payment of tuition and book reimbursement upon satisfactory completion of a "C." Prior Chief's approval will be required for any other bargaining unit members.

Courses shall be taken on the employee's off duty time; provided, however, that courses may be taken during duty hours with the approval of the Chief or his/her designated representative.

One hundred (\$100.00) dollars per each thirty (30) hours.

Two hundred (\$200.00) dollars sixty (60) hours or Associates Degree.

Three hundred (\$300.00) dollars for ninety (90) hours.

Four hundred (\$400.00) dollars one hundred and twenty (120) hours or Bachelors Degree.

Five hundred (\$500.00) dollars Masters Degree.

The employee shall advance the cost of all tuition and required textbooks and shall be reimbursed by the City as per above schedule, upon the satisfactory completion of each course.

Satisfactory completion shall require a "C".

Such amounts are payable April 1st of each year.

25.2: 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.

25.3: 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.

25.4: 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.

25.5: 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.

25.6: Family Illness. If a permanent employee has prolonged illness in his/her immediate family, defined in this case to include only the spouse and children of the employee, said employee may at the employee's request, be granted a leave of absence

without pay not to exceed one (1) year and with the approval of the Chief of Police, pay his/her own fringe benefits.

25.7: Leave for Union Business. One (1) member of the Union selected to attend a function of the Union, such as conventions or educational conferences, shall be allowed, subject to the prior approval of the Chief, time off to attend such conference and/or convention. Such time off may be deducted from the employee's sick leave or vacation leave bank.

ARTICLE XXVI
EMERGENCY AND FUNERAL LEAVE

26.1: 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 City Manager.

26.2: "Immediate Family;" as applied to Section 26.1, is defined as wife, husband, child, brother, sister, parent, and parent-in-law.

26.3: 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 City Manager.

26.4: 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 City Manager, plus one (1) additional day if travel is beyond three hundred (300) miles from the City of Inkster.

26.5: "Immediate Family", as applied to Section 26.4 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.

26.6: 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.

26.7: 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.

26.8: 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.

26.9: Additional leave may be granted in special cases subject to the approval of the City Manager.

ARTICLE XXVII
MATERNITY LEAVE

27.1: A pregnant woman shall be entitled to a leave of absence not to exceed one (1) year. 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 the written notification. 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. Employees granted such leaves shall be expected to undergo a physical examination before and after the period of leave.

27.2: There shall be no accrual of seniority for an employee on leave of absence that exceeds one (1) year when such leave is granted under the provisions outlined above. The period of such leaves of absence shall not be included in determining eligibility of the employees for salary step-ups but shall be included for automatic longevity increases, as provided for in the longevity pay plan.

27.3: Women only affected by pregnancy, childbirth, or related medical conditions shall be treated the same for all employment related purposes, including receipt of benefits under fringe benefit programs as other persons not so affected but similar in their ability or inability to work.

ARTICLE XXVIII
HOLIDAY PROVISIONS

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

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

New Year's Day
Good Friday

Martin Luther King's Birthday
Memorial Day

Effective July 1, 2009 through June 30, 2012

| | |
|----------------------------|--------------------|
| Independence Day | Labor Day |
| Veteran's Day | Thanksgiving Day |
| Day after Thanksgiving Day | Christmas Eve Day |
| Christmas Day | New Year's Eve Day |
| Employee's Birthday | |

28.3: Holiday pay for employees to be paid in accordance with paragraphs 28.1 and 28.2 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 XXIX
WORKERS' COMPENSATION

29.1: 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 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.

29.2: 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.

29.3: 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 XXX
INCOME PROTECTION DISABILITY

30.1: 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 XXXI
VACATION LEAVE

31.1: 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.
 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 XXXII
ADMINISTRATIVE LEAVE

32.1: 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 XXXIII
BULLETIN BOARDS

33.1: 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 XXXIV
TEMPORARY ASSIGNMENTS

34.1: Temporary assignments for the purpose of filling vacancies of employees who are absent will be granted to the senior qualified employee for such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. After five (5) consecutive days the Employer will not rotate employees to avoid payment.

ARTICLE XXXV
TRAINING ASSIGNMENTS

35.1: Both the Employer and the Union recognize the value of on-the-job training. Such training is to be encouraged. Training assignments will be considered on the basis of seniority, job assignment and qualifications. During a training assignment, the employee being trained will always be supervised by a qualified employee or a qualified supervisor. Under such supervisor, the employee being trained will continue to receive his/her current rate of pay. However, the ultimate decision for selection of the employee to be trained shall be made by the Chief of Police.

ARTICLE XXXVI
JURY DUTY

36.1: An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay.

ARTICLE XXXVII
LIFE INSURANCE

37.1: 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.

37.2: 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 XXXVIII
HOSPITALIZATION INSURANCE

38.1: The City will provide hospitalization insurance for the employee and his/her family.

38.2: The City shall provide coverage equal to or better than that described as the Blue Cross/Blue Shield Community Blue PPO Plan 1 Hospitalization Plan and Master Medical Plan including available prescription plan. Prescription co-pay will be increased to \$10.00/\$20.00.

38.3: The hospitalization plan shall provide coverage for the employee, spouse, and children eighteen (18) years and under.

38.4: The City will pay fifty (50%) percent of the premiums for the cost of a hospitalization program equal to that provided to regular employees to all those employees who retire subsequent to July 1, 1976, until Medicare, or a national health system in effect covers the retiree. However, for employees who retire after the execution date of this Agreement, the City will pay at least fifty (50%) percent of the premiums and these employees shall be granted a freeze on the dollar amount of his/her portion of hospitalization insurance premiums, and any increase in said premiums which may be imposed after retirement shall be borne by the City.

All employees eligible for Medicare will be required to sign up for Part A and Part B. The City of Inkster agrees to provide a Medicare complimentary plan equal to the plan benefits in place at the time of retirement.

Employees promoting into this unit, after ratification, will continue with the retirement health insurance plan at the time of their promotion.

38.5: The City agrees to meet and confer with representatives of the Union in accordance with the provisions of Article XI of this agreement prior to the replacement of the hospitalization plan described in paragraph 39.2 above with any City selected plan.

38.6: The command unit agrees to discuss GASB issues as it related to the City's liabilities. Employees choosing to "opt out" of the City's health insurance coverage shall receive an annual payment \$2,500 (individual or spouse) and \$4,500 (2 person or family) depending on coverage level eliminated.

38.7: The City will continue to offer HAP at no cost to the employee. Employees choosing to continue with Blue Cross will pay a monthly supplement as follows:

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|------------|-----------------|
| Single | \$100 per month |
| Two Person | \$200 per month |
| Family | \$300 per month |

The employee cost for Blue Cross will not increase for the duration of this contract. The implementation of this provision will begin January, 2010.

ARTICLE XXXIX
PAY PERIOD

39.1: All employees covered by this Agreement shall be paid in full bi-weekly. Not more than seven (7) days shall be held from a regular employee. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose, upon request of individual employees or representatives. The City will provide an explanation for all entries on pay stubs.

ARTICLE XL
CREDIT UNION

40.1: The present practice of use of the credit union and deductions will be continued.

ARTICLE XLI
BONDS

41.1: Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

ARTICLE XLII
PAID FOR TIME

42.1: All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimum. Time shall be computed from the time that the employee is ordered to report for work and registers in until the time he/she is effectively released from duty, except for the fifteen (15) minute roll call period. Effective on March 1, 1999 each employee shall receive an administrative preparation time allowance of four hundred dollars (\$400.00) per year paid in cash on an annual basis the first regular pay day following March 1st of each year. This allowance shall be pro-rated for employees who do not work an entire fiscal year (July 1 to June 30) and shall serve to compensate employees for any time spent in preparing for roll call or any other administrative duties.

ARTICLE XLIII
EQUIPMENT ALLOWANCE

43.1: Effective July 1, 2009 each unit member shall receive an equipment allowance of one thousand seven hundred dollars (\$1,700.00) 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.

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- C. Employees shall not be paid an equipment allowance for any period of duty disability leave which exceeds twelve (12) months duration.

43.2: Effective July 1, 1997, a gun allowance of three hundred dollars (\$300.00) per year will be paid in the first pay in September.

ARTICLE XLIV
PROMOTIONS

- 44.1:
 - 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.

44.2: 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.

44.3: 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.

44.4: 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.

44.5: 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.

44.6: 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.

44.7: 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 XLV
PENSIONS

45.1: The present pension plan shall remain in effect with the following changes effective July 1, 1990:

- A. PENSION MULTIPLIER. Effective upon ratification by both parties of the 7-1-98 through 6-30-01 COAM contract, the City of Inkster Policemen and Firemen Retirement System (hereinafter the retirement system) shall be amended to provide that any COAM member eligible for retirement under Section 18.3 of the retirement system 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. This improvement shall cover all current employees and all future retirees. Employees who currently have 20 years of service or who will have 20 years of service by x date (six months from the date of signing) will be able to retire, regardless of age with a 3% multiplier. The multiplier of 2.75%, for regular retirement, will not change.
- B. Effective July 1, 1999, the pension plan shall be amended to provide for retirement after 25 years of service regardless of the age requirement.
- C. SPOUSE - DEPENDENT COVERAGE. Effective July 1, 1985, the retirement system shall be amended to 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 improvement shall apply to all current employees and all future retirees.

- D. EMPLOYEE PENSION CONTRIBUTION. Effective November 8, 1996, all COAM members shall be granted a one percent (1%) reduction in their retirement system contributions, from seven percent (7%) to six percent (6%).
- E. Effective upon signing, March 16, 1992, the City of Inkster Policemen and Firemen Retirement System shall be amended to provide that any COAM member eligible to retire under Section 18.3(b) shall read new members and employee members 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 be counted as part of the aforesaid twenty-five years service.
- F. Effective upon signing, March 16, 1992, 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). Effective with the signing of the July 1, 1999 to June 30, 2001 contract, 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." Effective upon issuance of the arbitration award, final monthly compensation shall also include leave, including sick leave, which has been part of annual compensation, with the provision that final monthly compensation as computed for retirement purposes shall exclude the final sick leave payout.

- G. Employee shall be 100% vested in the Pension plan after ten (10) years of service.
- H. "LIVE IN SIN" PENSION CLAUSE. This will confirm the agreement between City of Inkster and the Inkster Police Lieutenants' and Sergeants' Union that, as of July 1, 1990, 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.

45.2: Pension - Purchase of Service Credits Effective July 1, 2004. All new 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.

- A. 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.
- B. All employees may purchase up to five (5) years of prior police or military service time.
- C. In no case shall the total time purchased exceed a total of five (5) years.
- D. All years purchased shall only be used for retirement.
- E. The employee shall pay all costs for the purchase and shall have a three (3) year time limit to pay

all funds necessary. This payment may be made through payroll deduction on pre-taxed funds.

- F. All actuarial studies 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.

45.3: MERS. The City of Inkster agrees to discuss and enter into negotiations regarding participation in the Municipal Employees Retirement System.

ARTICLE XLVI
UNIFORMS, AUTOMOBILES AND EQUIPMENT

46.1: The Employer agrees to recognize as a permanent advisory board, the Uniform Board. The Board will be composed of two (2) representatives from each of the two (2) units recognized in the Inkster Police Department. These members shall be appointed by their various units. The members shall elect at each meeting a chairman. The Board, by majority vote, will advise the Chief of Police in matters concerning the type, style and wearing of the police uniform. The Police Department will consult with the Uniform Board prior to making any changes in the type, style, and wearing of the police uniform except during emergencies. Meetings of this committee will be scheduled as the need arises, based on requests on proposed changes by the committee members or at the request of the Department. It is understood by both parties of this Agreement that this Board is advisory only and the final decision in all cases rests with the Police Chief.

ARTICLE XLVII
BARGAINING COMMITTEE

47.1: It is recognized by the City of Inkster that the bargaining unit has the right to elect no more than three (3) bargaining unit members to the bargaining committee. Two (2) members of said bargaining unit committee shall be given time off for purposes of collective bargaining without a loss of pay, benefit or seniority. Time off shall be considered the normal work day of that employee and shall constitute a work day for his/her particular shift as if he/she worked.

ARTICLE XLVIII
SHIFT ASSIGNMENTS AND RESPONSIBILITIES

48.1: The City of Inkster recognizes that its Command Officers are responsible for the operation, job assignments and security of their shifts. The Command Officer will be responsible for the assigning of men. It is the responsibility of the Command Officers on their shifts to assign the officers to their duties and assignments, subject to the approval of the Chief or its designee.

48.2: Both parties to this agreement recognize that the members of the bargaining unit are by job classification supervisors and command personnel. The Employer will not require any member of this Union to perform any duty which would tend to or in fact would degrade him/her as a Command Officer.

48.3: Except in an emergency, no person, except for the positions of Inspector, Deputy Chief or Chief, whose command responsibilities may overlap the responsibilities of those in the unit, shall perform the duties of a member of this bargaining unit and who is not a member of this bargaining unit, unless no member is available.

48.4: At no time will the Employer direct or require a member of this bargaining unit to perform the duties as a police command officer, under the definition of police officer as defined by Michigan Statutes, while not equipped with a firearm or other tools or instruments required to effectively carry out his/her duties as a police command officer.

48.5: Effective January 23, 1992, a shift differential of fifteen cents (15¢) per hour for the afternoon shift shall be paid for each employee covered under this agreement while employed upon a second or afternoon shift; and a shift differential of twenty cents (20¢) per hour for the midnight shift shall be paid for each employee covered under this agreement while employed upon a third or midnight shift. Effective November 8, 1996, a shift differential of twenty cents (20¢) per hour for the afternoon shift shall be paid for each employee covered under this agreement while employed upon a second or afternoon shift; and a shift differential of twenty-five cents (25¢) per hour for the midnight shift shall be paid for each employee covered under this agreement while employed upon a third or midnight shift.

ARTICLE XLIX
RESIDENCY

49.1: All persons covered by the terms of this Agreement must, as a condition of continued employment, live and maintain residency within Wayne County, Michigan; except that to the east of the City

of Inkster, north of where I-75 intersects Fort Street in Detroit, I-75 shall be the east boundary for purposes of the residency requirement.

49.2: 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.

ARTICLE L
CLASSIFICATION AND PAY PLAN

50.1: City employees covered by this contract are assigned to classification titles and pay grades.

50.2: An employee permanently promoted from Patrolman or Specialist to Sergeant or from Sergeant to Lieutenant to fill a budgeted vacancy shall immediately advance to the highest rate applicable for such Sergeants or Lieutenants rank.

50.3: 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.

50.4: 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.

50.5: Rank Differential.

| | <u>Detective</u> | <u>Sergeant</u> | <u>Lieutenant</u> |
|--------|------------------|-----------------|-------------------|
| 7/1/09 | 3% | 8% | 8% |
| 7/1/10 | 0% | 9% | 9% |
| 7/1/11 | 0% | 9% | 9% |

This table illustrates the detective yearly wage increase and the minimum differential for sergeants and lieutenants.

50.6: Pay Plan.

| | <u>7-1-09</u> | <u>Rate</u> | <u>7-1-10</u> | <u>Rate</u> | <u>7-1-11</u> | <u>Rate</u> |
|------------|---------------|-------------|---------------|-------------|---------------|-------------|
| Sergeant | \$62,144.00 | \$29.8771 | \$62,720 | \$30.1538 | \$62,720 | \$30.1538 |
| Lieutenant | \$67,116.00 | \$32.2672 | \$68,365 | \$32.8678 | \$68,365 | \$32.8678 |

50.7: Dental Plan. Effective July 1, 1989, the City agrees to pay a maximum of one hundred twenty-five (\$125.00) dollars per year on behalf of each employee who elects in writing to participate in a City sponsored group dental program. The selection of the dental carrier shall be agreed upon between the Union and the City. It is understood that the employee shall pay the difference between the one hundred twenty-five (\$125.00) dollars per year and the cost of the group dental program as of January 23, 1992.

Effective June 6, 2004, Dental co-pay shall be one hundred and fifty (\$150) dollars.

ARTICLE LI
EDUCATION ALLOWANCE

51.1: Present members to be grandfathered in for yearly payment. New members are not eligible. Payment to continue for tuition and books as specified under section 26.1 of this contract.

ARTICLE LII
DURATION

52.1: This Agreement shall become effective as of the 1st day of July, 2009 and the terms and provisions thereof shall remain in full force and effect until the thirtieth (30th) day of June, 2012, and from year to year thereafter unless either party hereto shall notify the other in writing by March 1st prior to the expiration

Effective July 1, 2009 through June 30, 2012

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 intent 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, Command Officers Association of Michigan, 27056 Joy Road, Redford, MI 48239, or to any such address as the Union or the City may make available to each other.

52.2: This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the City and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the City and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions to the extent this Agreement addresses such prior practice whether such prior practice was written or oral.

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN

CITY OF INKSTER

Wayne Beerbower
Business Agent

Ann Capella
City Manager

INKSTER COMMAND OFFICERS
ASSOCIATION

Tom Diaz
President

MEMORANDUM

TO:

FROM: C.O.A.M.

SUBJECT: GRIEVANCE

DATE:

THE ATTACHED GRIEVANCE IS SUBMITTED PER:

STEP 1 STEP 2 STEP 3 STEP 4

MEMORANDUM OF UNDERSTANDING

The City and the affected Unions agree to allow their members to work twelve hour shifts. The following changes to working conditions in the Inkster Police Department are effective as of the date of this agreement as it relates to the relevant bargaining agreements:

- Employees work 84 hours biweekly and will earn compensatory time, calculated at time and one-half, for the 4 hours over and above the regular 80 hour work shift.
- Bonus days will be earned as 12 hour days. Employees will earn Bonus Days when they do not use over five (5), twelve (12), hour sick days in a year.
- Administrative Leave will be given as 12 hour days.
- Funeral Leave will be given as 12 hour days.
- Employees will continue to earn vacation and sick time in 8 hour increments, based upon their contractual accrual.
- 12 hour shift employees taking a vacation or sick day will be charged 12 hours.
- Personal Days will be given as 12 hour days.
- Employees actually working a holiday (12 hours) will be paid an additional 4 hours (straight time) on the following check.
- All shift bids and mandatory vacation use, prior to January of each year shall continue with the 12 hour cycle.
- Personnel assigned to an 8 hour shift shall not be affected by any agreement relating to the 12 hour shift.
- 7AM - 7PM shift will receive \$.80 shift differential for each 12 hour shift worked.
- 7PM - 7AM shift will receive \$2.80 shift differential for each 12 hour shift worked.

For those members assigned to the 1900 to 0700 shifts the following options are available.

Less than 4 hours in court:

1. If conditions permit the supervisor may allow the officer to use comp time at 0300 hours.

2. Report for court time.

3. If four hours or less in court:

- a. Retract the comp time and a full days work is credited.
- b. The comp time remains and the officer is entitled to overtime for the court appearance.

More than four hours in court:

1. If conditions permit the supervisor may allow the officer to use comp time at 0300 hours.

2. Report for court at proper time

3. If more than four hours spent in court:

- a. The comp time stands.
- b. The overtime spent in court can be credited to as work time on the upcoming shift that day, and the officer can work the remainder of the upcoming shift up to an equivalent of 12 hours. (I.E. if the officer spent six (6) hours in court he could report to work at 1845 hours and work six (6) hours and be excused at 0100), **OR**
- c. Take the time spent in court as overtime and report for duty at 1845 hours.

If either the City or the unions wish to revert back to eight hour shifts, a six month notice must be given. The notice will occur at the time of the contractual shift bid.

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN

CITY OF INKSTER

Wayne Beerbower
Business Agent

Joyce A. Parker
City Manager

INKSTER COMMAND OFFICERS
ASSOCIATION

Tom Diaz
President

INKSTER POLICE DEPARTMENT
DRUG TESTING POLICY

I. PURPOSE

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

II. POLICY

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

The law enforcement profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an Officer's physical and mental health and, thus, job performance.

Where law enforcement officers participate in illegal drug use and drug activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug free law enforcement profession, this department will implement a drug testing program to detect prohibited drug use by sworn employees on May 1, 2008.

III. DEFINITIONS

- A. Sworn Officer -- Those Officers who have been formally vested with full law enforcement powers and authority.
- B. Supervisor -- Those sworn Officers assigned to a position having day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work element.
- C. Drug Test -- The compulsory or voluntary production and submission of urine, in accordance with departmental procedures, by an Officer for chemical analysis to detect prohibited drug usage.
- D. Reasonable Suspicion -- That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an Officer. These facts or inferences would lead the reasonable person to suspect that the Officer is or has been using drugs while on or off duty.
- E. Probable Cause -- That amount of facts and circumstances within the knowledge of a supervisor or the administration which are sufficient to warrant a prudent person to believe it is more probable than not that an Officer is or has been using drugs while on or off duty.
- F. Probationary Officer -- For the purpose of this policy only, a probationary Officer shall be considered to be any person who is conditionally employed with the department as a recently hired law enforcement Officer.
- G. MRO - Medical Review Officer -- The medical review officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an Officer's test results in conjunction with his or her medical history and any other relevant biomedical information.
- H. Last Chance Agreement -- A standard letter of conditions for continued employment that is offered by the Chief,

or the right to same is invoked by an Officer under certain conditions outlined in this order, after it has been determined that the Officer has violated this order.

IV. PROCEDURES/RULES

A. General Rules

The following rules shall apply to all Officers, while on and off duty:

1. No Officer shall illegally possess any controlled substance.
2. No Officer shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
 - a. Officers shall notify their immediate supervisor when required to use prescription medicine that may influence their job performance. The Officer shall submit one of the following:
 - (1) note from the prescribing doctor
 - (2) copy of the prescription
 - (3) show of the bottle label to his immediate supervisor
 - b. Supervisors shall document this information and retain the memorandum for at least thirty (30) days.
3. No Officer shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.
4. Any Officer who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his supervisor so that appropriate medical steps may be taken to ensure the Officer's health and safety.

5. Any Officer having a reasonable basis to believe that another Officer is illegally using, or is in possession of, any controlled substance shall immediately report the facts and circumstances to his supervisor.
6. Discipline of sworn Officers for any violation of this drug testing policy shall be in accordance with the due process rights provided in the department's rules and regulations, policies and procedures, and the collective bargaining agreement. (The officer may be immediately relieved of duty pending a departmental investigation at the discretion of the Chief or his designee, when one of the following occurs:
 - a. a refusal to participate
 - b. probable cause
 - c. the Medical Review Officer determines that an Officer's drug test was positive.)

B. Applicant Drug Testing

1. Applicants for the position of Police Officer shall be required to take a drug test as a condition of employment during a pre-employment medical examination.
2. Applicants shall be disqualified from further consideration for employment under the following circumstances:
 - a. Refusal to submit to a required drug test, or
 - b. A confirmed positive drug test indicating drug use prohibited by this order.

C. Probationary Officer Drug Testing

All probationary recruit Officers shall be required as a condition of employment, to participate in any unannounced drug tests scheduled for the probationary period. The frequency and timing of such tests shall be

determined by the Chief or his designee. Probationary recruit Officer may be tested prior to completion of the probationary period. A probationary recruit Officer shall not be eligible for coverage under the last chance rehabilitation provision set forth in this order, except at the discretion of the Chief.

D. Officer Drug Testing

Sworn Officers will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below:

1. The Deputy Chief may order an Officer to take a drug test upon document probable cause that the Officer is or has been using drugs. A summary of the facts supporting the order shall be made available to the Officer prior to the actual test.
2. Upon reasonable suspicion the Department may request, through an authorized representative of the Officer's labor association, that an Officer submit to a voluntary drug test. Submission to a voluntary drug test hereunder shall be subject to the frequency limitation found in Article IV, section D, subsection 4 herein. Any Officer voluntarily submitting to a drug test that tests positive as a consequence of said test, shall be eligible to invoke the last chance rehabilitation provision set forth in this order. Any Officer who refuses to submit to a request for a voluntary drug test shall not be disciplined as a consequence of such refusal, but shall not be eligible for coverage under the last chance rehabilitation provision set forth in this policy for a period of three (3) years.
3. A drug test will be administered as part of any promotional physical examination required by this department.
4. All sworn Officers shall be uniformly tested during any unannounced, random testing required by the department. Random testing for all sworn

Officers will not exceed twice in a 365 day period, except for those Officers assigned to the narcotics unit.

- a. The Chief or his designee shall determine the frequency and timing of such tests.
 - b. The president of the labor association, or his designee, will receive a list of the Officers that have been required to take a drug test after all Officers in that particular group have submitted, or have refused to submit, a urine sample to the laboratory testing personnel.
5. A drug screening test shall be considered as a condition of acceptance to the Narcotic Unit. Furthermore, the members of the Narcotic Unit will be tested randomly at least once every six months and also when an Officer leaves the unit. The Officers of the narcotic unit shall be eligible to invoke the last chance rehabilitation provision set forth in this order.

E. Penalty

Violation of any provision of this drug testing order shall be grounds for disciplinary action. Discipline shall be administered as set forth in the Inkster Police Department's rules and regulations, and may include discharge from the Police Department. Any discipline remains subject to review in accordance with the collective bargaining agreement.

F. Drug Testing Procedures

1. The testing procedures and safeguards provided in this order shall be adhered to by any laboratory personnel administering departmental drug tests.
2. Laboratory personnel authorized to administer departmental drug test shall require positive identification from each Officer to be tested before the Officer enters the testing area.

3. In order to prevent a false positive test result, a pre-test interview shall be conducted by testing personnel to ascertain and document the Officer's recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs. Divulgence by the Officer of medical information during the pre-test interview is voluntary; however, if the test results are positive, it will be mandatory that the officer divulge the necessary medical information to the Medical Review Officer so that the MRO may determine whether the test result is a false positive.
4. The testing area shall be private and secure. Authorized testing personnel shall search the testing area before an Officer enters same in order to document that the area is free of any foreign substances.
5. Where the Officer appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The Officer shall be permitted no more than eight hours to give a sample. During that time the Officer shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the M.R.O.
6. The urine sample will be split and stored in case of legal disputes. The samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available to the employee or his labor association representative prior to disciplinary action, should the original sample result in a legal dispute. The officer

must request same within 72 hours of being notified of a positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.

7. All specimen samples shall be sealed, labeled, initialed by the Officer and laboratory technician, and checked against the identity of the Officer. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative.
8. Whenever there is a reason to believe that the Officer may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time. The laboratory personnel will take the appropriate necessary steps to assure the integrity of the second specimen.

G. Drug Testing Methodology

1. The testing or processing phase shall consist of:
 - a. initial screening test
 - b. confirmation test -- if the initial screening test is positive
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the M.R.O.
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.

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4. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, amphetamines and barbiturates. Personnel utilized for testing will be qualified to collect urine samples, or adequately trained in collection procedures.
5. Concentrations of a drug at or about the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

Initial Test Level

(ng/ml)

| | |
|-------------------------------|------|
| Marijuana metabolite. | 100 |
| Cocaine metabolite. | 300 |
| Opiate metabolite | 300* |
| Phencyclidine | 25 |
| Amphetamines. | 1000 |
| Barbiturates. | 300 |

*25ng/ml if immunoassay-specific for free morphine.

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory CG/MS test on a urine specimen that tested positive using a technologically different test than the initial screening method:

Confirmatory Test Level

| | |
|-------------------------------|-------|
| Marijuana metabolite. | 15* |
| Cocaine metabolite. | 150** |
| Opiates: | |
| Morphine | 300+ |
| Codeine. | 300+ |
| Phencyclidine | 25 |
| Amphetamines | |
| Amphetamine | 500 |
| Methamphetamine | 500 |

* Delta-9-tetrahydrocannabinol-9-carboxylic acid

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** Benzoylecgonine
+ 25ng/ml if immunoassay-specific for free

morphine
Barbiturates. 300

6. The initial and confirmatory test cutoff levels of this order are the same as that of the United States government which were published in the Federal Register, volume 54, number 230, dated December 1, 1989.
7. The laboratory selected to conduct the analysis shall be experienced and capable of assuring quality control, documentation, chain-of-custody, technical expertise and demonstrated proficiency in urinalysis.
8. Officers having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the Officer's personnel file upon the Officer's request.
9. Any Officer who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

H. Chain of Evidence - Storage

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
2. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises the specimens will be stored until all legal disputes are settled.

I. Drug Test Results

1. All records pertaining to departmental-required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However, medical, administrative, and immediate supervisory personnel may have access to relevant portions of the records as necessary to insure the acceptable performance of the Officer's job duties.

J. Substance Abuse Rehabilitation Program

Officers may participate in a substance abuse rehabilitation program, however, participation after May 1, 2008 shall not prohibit drug testing under this policy.

K. Procedures for Implementation of the Last Chance Agreement

1. An Officer whose drug test has been confirmed positive by the Medical Review Officer during random or reasonable suspicion testing shall, (if found guilty during department disciplinary proceedings), be offered a last chance agreement.
2. At the discretion of the Chief, the last chance agreement may also be offered to any officer whose drug test has been confirmed positive by the Medical Review Officer.
3. Standard letter of conditions for continued employment (last chance agreement) must be signed by an authorized representative of the department and the officer.
4. An Officer must attend and successfully complete an authorized rehabilitation program.
5. An Officer must sign a form releasing any and all information to management as may be requested.
6. An Officer must pass a medical examination administered by a medical facility designated by

the Chief prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.

7. An Officer may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.
8. Once authorized to return to duty, the officer must submit to periodic urinalysis on a timetable as may be determined by the Chief.
9. The Officer shall be subject to the terms of this program for three (3) years after their return to work.
10. The Officer must agree in writing that the Officer will be automatically terminated forthwith if a violation of any portion of the last change agreement occurs at any time during its enforcement term.
11. Officer must be advised that the Officer is not obligated to sign the agreement and be advised he has the right to seek the counsel of his legal and/or labor representative.

LAST CHANCE AGREEMENT

Re: _____

Whereas, the above referenced individual was found guilty of violating the departmental drug order on _____, and;

Whereas, the Inkster Police Department will conditionally reinstate _____ to the same rank held at termination, provided the Officer is found by medical examination to be capable of performing all the duties of the classification as have been previously established by the Inkster Police Department and subject to the following terms and conditions being met and maintained;

Now, therefore, it is agreed that:

1. Officer must sign a form releasing any and all information to management as may be requested.
2. Officer must successfully complete a rehabilitation program as prescribed by an authorized rehabilitation source.
3. Officer must pass a medical examination administered by a medical facility designated by the Chief prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
4. Officer may be allowed to use sick time and may apply for a medical leave of absence if required, while undergoing rehabilitation.
5. Upon clearance by the medical facility designated by the Chief, the Officer shall be returned to the Police Department at the rank of _____.
6. Once returned to duty, the Officer will present himself to the department approved substance abuse

rehabilitation center for evaluation, and agree to, as well as follow any and all directives given him by the rehabilitation center for a period of not more three (3) years. Officer _____ agrees to sign appropriate forms releasing any and all information to the Police Department as may be requested. Failure to follow the program directives is grounds for discharge, subject to review pursuant to the collective bargaining agreement of only the discharge for failure to follow program directives.

7. Once authorized to return to duty, Officer _____ shall submit to controlled substance testing at the discretion of the Chief. If any such test shows a positive result for the presence of a controlled substance, Officer _____ will be discharged from employment with the City of Inkster subject to review pursuant to the collective bargaining agreement of only the discharge for a positive test result hereunder.
8. Officer _____ will be credited with seniority, for promotional purposes, for time separated from the Police Department between _____ and the date of return to duty. No other wage is due or owing, and Officer _____ waives any claim thereto.
9. The Association shall withdraw with prejudice the grievance # _____ and shall release and discharge the Employer from any and all claims relating thereto. The Employer shall release and discharge the Union and Officer from any and all claims relating thereto. Officer _____ shall release and discharge the Association and the Employer from any and all claims relating to grievance # _____, including but not limited to the processing and arbitration of this grievance. Further, Officer _____ release the County and the Association from all liability and claims he may have had or now has with respect to his employment with the City of Inkster whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under the collective bargaining agreement

between the City of Inkster and the Command Officers Association of Michigan.

- 10. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of this settlement agreement. This settlement agreement is freely and voluntarily entered into by all parties without any duress or coercion.
- 11. The parties agree that this agreement is entered into as a full and final settlement of the above referenced matter, and shall not set a precedent. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.
- 12. In the event the Officer grieves and attempts to process to arbitration any discipline imposed as a condition of this last chance agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the Police Department.

DATED THIS _____ DAY OF _____, 20__

OFFICER

POLICE CHIEF

UNION REPRESENTATIVE

DEPUTY CHIEF