

AGREEMENT

BETWEEN

CITY OF INKSTER

AND

MICHIGAN ASSOCIATION OF
PUBLIC EMPLOYEES

JULY 1, 2011 - JUNE 30, 2014

**ARTICLE I
PURPOSE AND INTENT**

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.

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 OF UNION**

Pursuant to and in accordance with all applicable provisions of Act 336 of the Michigan Public Acts of 1947, as amended, the Employer does hereby recognize the Michigan Association of Public Employees / MAPE, hereafter referred to as the Union, as the sole exclusive representative for the purpose of Collective Bargaining in respects to rates of pay, wages and all other conditions of employment for all Communication Assistants excluding elected Officials and all other.

**ARTICLE III
JOINT RESPONSIBILITIES**

1. No Strike – No Lockout. Under no circumstances will the Union cause or authorize or permit its members to cause, nor will any member of the bargaining unit take part in any strike, stay-in, or slow down, in any facility or property of the City or any curtailment of work or restriction of production or interference with the operations of the City during the term of this Agreement, or during any period of time while negotiations are in progress between the Union and the City for continuance or renewal of this Agreement. In the event of a work stoppage or other curtailment of or interference with production, the City shall not negotiate on the merits of the dispute which gave rise to the stoppage, or curtailment until the same has ceased.
2. In the event of a work stoppage or other curtailment, the Union immediately, after receipt of written notice by the City, shall immediately instruct the involved employees in writing that their conduct is in violation of the contract, and may be subject to disciplinary action, and instruct all such persons to immediately cease the offending conduct.
3. The City shall have the right to discipline any employee who instigates, participates in, or gives leadership to, any activity herein prohibited.
4. The City will not lockout employees during the terms of Agreement.

**ARTICLE IV
MANAGEMENT RIGHTS**

- A.** The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers consistent with its Charter.
- B.** The City has the right to determine hours of work, work schedules, and overtime work in such a manner most advantageous to the City. The City has the right to determine the methods and processes by which such work is performed, and to solely determine is such work is to be performed.
- C.** The City has the right to promulgate reasonable rules and regulations affecting the employees covered by this Agreement.
- D.** The City shall retain as management rights any and all power regarding wages, hours, and other terms and conditions of employment not restricted by the express terms of this Agreement.
- E.** The City has the right to hire, select, and direct the work force and to assign, promote, and transfer employees. The City has the right to determine the duties and work assignments of employees and to discipline and discharge for just cause employees covered by this Agreement.

**ARTICLE V
UNION'S RIGHTS AND RESPONSIBILITIES**

The Union has the right to designate a Steward and Alternate Steward from among the employees in the bargaining unit. The names of the persons so designated shall be submitted to the Chief of Police and to the City Manager of the City and any changes in such designations shall be promptly submitted in writing to the Chief of Police and to the City Manager.

The Steward, or in his/her absence, the Alternate Steward, is authorized to transmit and receive, on behalf of the Union, official written communications and written information.

The Steward, or in his/her absence, the Alternate Steward, with the prior approval of such person's supervisor, shall be permitted time off without loss of time or pay from such person's scheduled work hours for the purposes of meeting with representatives of the Employer to engage in collective bargaining meetings or to present written grievances in accordance with the Grievance Procedure contained in this Agreement.

A copy of any order, rule or regulation affecting members of the bargaining unit shall be made available to the employees of the bargaining unit.

The Union, its officers and agents, and all members in the bargaining unit agree that there shall be no strikes, work stoppages, slowdowns, or other interruptions of any kind with the full, faithful, and proper performance of the duties of the employees covered by this Agreement, and further agree that the City of Inkster shall not be bound to comply with the provisions of this Agreement in the event of a strike or other violations of this provision. The City will not lock out employees during the terms of this Agreement.

Upon approval of the Department, a representative of the Union may confer with members of the bargaining unit on the City premises during working hours provided such conference not interfere with the operations of the Department.

ARTICLE VI
AGENCY SHOP, CHECKOFF OF DUES, AND SERVICE FEES

Employees who are members of the recognized bargaining unit who are not members of the Union may join the Union by initiating their Union application form and dues reduction authorization form.

The City agrees to deduct from wages of an employee, who is a member of the Union, all monthly Union membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the City provided that the said form shall be executed by the employee. The written authorization for the Union dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the City and the Union.

Any person employed with the City and covered by this Agreement, who is not a member of the Union and who does not make application for membership within thirty (30) days from the effective date of this Agreement or date he/she first became a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Union a service fee as a contribution towards the administration of this Agreement, in an amount equal to the regular monthly membership dues of the Union. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notice by the City from the Union unless otherwise notified by the Union in writing within said thirty (30) days and provided that the Union shall release the City from fulfilling the obligation to discharge if during such thirty (30) day period the employee pays the membership dues or service fee retroactive to the due date and confirms his/her intention to pay the required membership dues or service fee in accordance with this Agreement.

The City agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Union, all monthly Union service fees uniformly required as provided in a written authorization in accordance with the standard form used by the City, provided that the said form shall be executed by the employee. The written authorization for Union service fee deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the City and to the Union.

All Union membership dues and service fees will be authorized, levied, and certified in accordance with the by-laws of the Union. Each employee and the Union hereby authorizes the City to rely upon and to honor certification by the designated financial officer of the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and service fees. The amounts of the Union dues and service fees may not be changed more often than once per year. The monies so deducted shall be remitted promptly to the designated financial officer of the Union, along with an alphabetical list showing the names, addresses, seniority dates, and amounts deducted for all employees from whose pay deductions were made.

The Union agrees to indemnify, save, and hold harmless the City from damages or other financial loss which the City may be required to pay or suffer as a consequence of enforcing the above provisions.

ARTICLE VII GRIEVANCE PROCEDURE

Definition: A grievance is an alleged violation of a specific provision of this Agreement.

Both the employees and their supervisors are encouraged to resolve all grievances informally in a business like and cooperative manner.

Whenever a grievance cannot be resolved informally, it may be submitted as a written formal grievance to the employee's supervisor strictly in accordance with the following:

- STEP I:** The grievance is submitted to the employee's supervisor in written form and must:
1. be signed by the employee involved,
 2. be dated and be submitted within ten (10) working days of the aggrieved employee's becoming aware of such incident or occurrence, but, in such event no later than ninety (90) calendar days of the alleged violation of this Agreement,

3. contain a complete statement of the facts giving rise to the grievance,
4. identify the specific article or articles that are alleged to have been violated.
5. contain a statement of the specific remedy desired by the aggrieved employee.

The Supervisor may discuss the grievance with the employee and the Steward, or in his/her absence, the Alternate Steward. The Supervisor shall render a written response to the grievance within ten (10) working days of receipt of the written grievance, or, in the event of a meeting is held with the grievant, the Steward, and the Supervisor, within ten (10) working days of such meeting, excluding weekends.

STEP II: In the event the supervisor's written response to the grievance in Step I is not satisfactory, the Steward, within ten (10) working days of the date of such response, may appeal the grievance in writing, to the Chief of Police. The Chief of Police, or his designee, shall, within ten (10) working days of the receipt of the appeal by the Chief of Police, hold a meeting with the Steward and the grievant to discuss the grievance. No more than two (2) employees in the bargaining unit including the Steward, shall be excused from work, without loss of pay, to attend this meeting. Within ten (10) working days of the meeting, the Chief of Police, or his designee, shall render a written response to the grievance and submit it to the Union.

STEP III: In the event the response of the Chief of Police, or his designee, is not satisfactory to the Union, the President of the Union, or his designee, may, within ten (10) working days of the date of the decision of the Chief of Police in Step II, appeal the decision to the City Manager or designee. Within fourteen (14) working days of receipt of such appeal, the City Manager, or his designee, shall conduct a meeting to discuss the grievance with the President of the Union, or his designee, and the Steward or Alternate Steward, if the Steward is not available. The grievant shall not attend this meeting. Within ten (10) working days of this meeting, the City Manager or his designee, shall render a written response to the grievance and submit it to the Union.

STEP IV – ARBITRATION:

If the grievance is not satisfactorily resolved in Step 3, the President of the Union may submit it to arbitration by sending written notice of intent to arbitrate to the City Manager or designee within thirty (30) days of the Employer's decision rendered at Step 3. The President of the Union and the City Manager, or their designees, shall discuss the matter and shall attempt to mutually select an impartial Arbitrator. If they are unable to agree upon an impartial Arbitrator within ten (10) working days, the President of the Union may submit the grievance to the Federal Mediation and Conciliation Services (FMCS) which shall select an Arbitrator in accordance with its rules. The Arbitrator selected shall conduct a hearing and render a decision in accordance with the rules of the Federal Mediation and Conciliation Services and subject to the restrictions of this Agreement.

The Arbitrator shall limit his or her decision to the strict interpretation, application, or enforcement of the specific provisions of this Agreement and shall be without power or authority to make any decision:

- a. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement.
- b. Limiting or interfering with, in any way, the powers and duties of the City of Inkster under its Charter or applicable law.
- c. Changing, altering, or modifying any practice, policy, or rule presently or in the future established by the City so long as such practice, policy or rule does not conflict with the express terms of this Agreement.
- d. Establishing or changing wage scales or rates or economic benefits of new or changed jobs.
- e. Granting any right or relief for any period of time whatsoever prior to the effective date of this Agreement or subsequent to its date of termination.

The City in no event shall be required to pay back wages for more than ten (10) working days prior to the date a written grievance is filed. In the case of pay shortage of which the employee could not have been aware before receiving his pay, an adjustment may be retroactive to the beginning of the pay period covered by such pay. All claims for back wages shall be limited to the amount of straight time wages that the employee otherwise would have earned less any compensation he or she may have earned from personal services from any source during the period in question. The decision of the Arbitrator in any case shall not require a retroactive wage adjustment in any other case.

In the event a case is appealed to the Arbitrator and he or she finds that he or she has no power to rule on such case, the matter shall be referred back to the parties without a decision or recommendation on the merits of the case.

The expenses of the Arbitrator shall be shared equally by the parties. Each party shall make arrangements for, and pay the expenses of, witnesses who are called by them. Pay for lost time of any employee in the bargaining unit shall not apply to their participation in arbitration cases, provided that the City shall release employees from work, without pay, to participate in arbitration cases, provided that at least forty-eight (48) hours notice is given and provided such releases does not adversely affect the operation of the City.

The decision of the Arbitrator shall be final and binding on the Union, on all bargaining unit employees, and on the City and there shall be no appeal from the decision of the Arbitrator if made in accordance with the jurisdiction and authority under this Agreement.

The parties may, by written mutual agreement, waive time limits or grievance steps in any instance. Grievances not appealed in writing to the next step within the prescribed time limits shall be considered settled on the basis of the Employer's last decision. Working days shall be defined as Mondays through Fridays and excluding Saturdays, Sundays and Holidays. Grievances not answered in the prescribed time limits above, by the Employer, and without written mutual consent to waive the time limits, shall be automatically settled with the relief sought by the grievance.

ARTICLE VIII
NON-DISCRIMINATION CLAUSE

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. Both parties shall abide by all applicable Federal and State Laws.

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

ARTICLE IX
SPECIAL CONFERENCES

The Employer and the Union agree to meet and confer on important matters upon the written request of either party. The written request shall state the nature of the matter to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to the 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) working 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 two (2) persons at special conferences.

Employee representatives of the Union at special conferences will be paid for their normal regularly scheduled, straight time hours spent in special conferences. Time spent in special conferences shall be considered as regular hours worked for purpose of computing overtime.

ARTICLE X
VETERANS

Nothing in this Agreement shall abridge the rights and preferences of Veterans and members of the armed forces reserves, as provided by Federal, State, and local law and regulations.

ARTICLE XI
AID TO OTHER UNIONS

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 XII
HOURS OF WORK

The work week of the Communication Assistants shall average forty (40) hours per week over the fiscal year. The regular work day and work shifts shall be scheduled by the Chief of Police (or designee).

**ARTICLE XIII
SENIORITY**

Definition: Seniority for a regular full-time employee begins from the date of hire into the bargaining unit, and includes all periods of continuous service with the City of Inkster. The Employer will establish and maintain an up-to date seniority list and will provide the Union Steward with an updated list every six (6) month period upon request.

All new employees shall be subject to a probationary period of not less than three (3) months nor more than one (1) year in accordance with the Civil Service Rules and Regulations. The Union will be notified by the City whenever a new employee's probation period is to be extended. Seniority shall be used for the selection of shift bids and the choosing of vacation time off.

Loss of Seniority: An employee shall lose his seniority for the following reasons:

- a. He voluntarily leaves the employment of the City by formal resignation, or he has three (3) consecutive unauthorized absences.
- b. He is discharged and the discharge is not reversed.
- c. The employee is laid off for a period of two (2) years, or length of seniority, whichever is less.
- d. The employee fails to return from a leave of absence scheduled.
- e. He or she retires.

Layoffs:

- a. Management retains the right to reduce the number of employees in the classification of Communication Assistants. The duties performed by an employee who is laid off may be reassigned to other qualified employees within the bargaining unit.
- b. A layoff of employees shall be made by inverse order of seniority for the classification of Communication Assistants
- c. Notice of layoff: The City shall give written notice to the Union and employees of an impending layoff. Such notice shall state the reasons for the layoff, and be submitted at least one (1) week before the effective date of the action.

- d.** Recall from layoff: When the workforce is increased after a layoff, employees will be recalled according to seniority, as defined by this Article. Notice of recall shall be sent to the employee at the last known address by registered or certified mail. If an employee fails to report to work within ten (10) working days from the date of mailing, he/she shall be considered to have voluntarily left employment of the City.

**ARTICLE XIV
VACATION LEAVE**

Vacation leave is authorized absence from work with pay.

- a.** All regular employees with more than six (6) months but less than one (1) year seniority at the end of the fiscal year shall receive a pro-rata vacation at the rate of 12 days per year. Regular employees with more than one (1) year seniority – the following schedule shall apply which shall be computed on a fiscal year basis.

Effective July 1, 2002 the vacation leave will be as:

	<u>Days per Month</u>	<u>Per Year</u>
Beginning 2 nd year of seniority	1.17	14
Beginning 4 th year of seniority	1.25	15
Beginning 7 th year of seniority	1.50	18
Beginning 10 th year of seniority	1.67	20
Beginning 15 th year of seniority	1.92	23
Beginning 19 th year of seniority	2.00	24
Beginning 21 st year of seniority	2.08	25

No employee shall lose any vacation benefits during the term of this contract as a result of changes in this sub-section.

On April 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).

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

Employees shall receive credit for a month worked for every month in which they work or receive compensation for 15 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. Time spent on approved FMLA will be counted towards earned credits.

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 City Manager.

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 periods of time so that continued efficient operation can be maintained. Employees will be given preference according to City-wide 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.

Vacation leave shall be scheduled within the department by the Department Head or his designee to maintain continuity and efficiency of operations. Vacation leave of less than whole week increments may be granted by the City in special circumstances, but in no event, in amounts of less than one-half (1/2) days. The City shall determine the number of employees, if any in each classification, and in each work unit, that may be off on vacation at any one time and to determine the dates that they will be off. Vacation leaves, once granted shall not be cancelled except when the operating needs of the City require such cancellation.

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

1. Any regular employee, who gives proper notice (five 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. Any employee who has served six (6) months, but less than one (1) year with the City, and enters Military Service shall be allowed vacation time at the rate of one day per month, with a maximum not to exceed ten (10) days, paid to him at the time he leaves the City to enter Military Service.
4. Upon retirement or death.

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

1. If an employee separates himself/herself from the City by reason of absence without leave.

- 2.** If an employee fails to give at least five (5) work days notice in advance of termination date.
- 3.** If a probationary employee leaves the employ of the City before completing his probationary period.

Subject to the written approval of the City Manager and only for emergency situations, an employee shall be allowed to redeem their vacation days for pay and upon request may take them at a later date without pay.

ARTICLE XV
SICK LEAVE

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

- 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 ninety (90) days for any employee. Vacation leave and paid holidays shall be considered as days worked for accumulation or sick leave credits. Sick leave shall be computed from the first full working day of the employee. However, no employee shall be entitled to sick leave credit until he/she shall have completed his/her probationary period at which time he/she shall be credited with the number of hours he/she will have earned during his/her probationary period of service. Except for job-incurred disabilities, an employee who has not served his/her probationary of service shall not be paid for his/her absence due to illness. Employees shall receive credit for a month worked for every month in which he worked or received compensation for fifteen (15) work days of that month as is current practice.
- 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 workweek 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, at the City's expenses 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) 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 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 prevent such reporting, notify the supervisor on duty a minimum of one (1) hour prior to the starting time of his/her particular shift on the first day of his/her absence.
- f.** If an 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 last check for sickness or disability, he will be placed on leave without pay for a period not to exceed three (3) years or his/her length of seniority, whichever is less. 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 physical examination and approval, and provided further, that a position is available in accordance with his/her seniority.
- h.** Upon retirement an employee, or upon death, the employee's estate, shall receive cash payment at his/her currently daily regular rate of pay, excluding premium rates, for 60% of his/her accumulated sick time – but not to exceed one hundred (100) days of payment. No payment is to be made for unused sick leave upon separation from City employment except upon retirement and as defined in the employee's retirement system.
- i.** During any period an employee is off on medical leave of absence, medical and life insurance will be continued in full force by the Employer at the group rate for a period not to exceed ninety (90) days.
- j.** 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 sixty (60%) percent

of his accumulated sick time, but not to exceed one hundred (100) days of payment. No payment is to be made for unused sick leave upon separation from City employment except upon retirement as defined in the employee's retirement plan, or upon death.

- k.** Effective July 1, 2005, if any Communication Assistant uses five (5) or less sick days per fiscal year they will be awarded three (3) bonus days to use as vacation or personal days.

**ARTICLE XVI
HOLIDAYS**

- a.** Employees holding the classification of Communication Assistant / Jailer shall receive one hundred twelve (112) hours of holiday pay.
- b.** Each employee shall receive compensation for fourteen (14) holidays at their regular rate of pay in lieu of holiday time off.

New Years Eve	Good Friday
New Years Day	Employee Birthday
Memorial Day	Martin Luther King Jr. Day
Labor Day	Fourth of July
Thanksgiving Day	Veterans Day
Day After Thanksgiving	Christmas Eve
Christmas Day	

One Floating Holiday (may be taken upon request with approval of the Supervisor)

Holiday pay for employees to be paid in accordance to Paragraph "A", shall be paid to each employee upon the First (1st) regular pay day following December 1st of each Year or as accrued upon time of Separation.

- c.** The City of Inkster and the Michigan Association of Public Employees / MAPE agree that Martin Luther King's Birthday will be celebrated on the Federal Holiday in January as long as it exists as a Federal Holiday, otherwise it will be celebrated on January 15.

**ARTICLE XVII
DISABILITY LEAVE**

1. Duty Disability Leave

- a.** A “Duty Disability Leave” shall mean a leave required as a result of the employee incurring a compensable illness or injury while in the employ of the City covered by Michigan Worker’s Compensation Act.
- b.** In order to be eligible for duty disability leave, an employee shall immediately report any illness or injury, however minor, to his/her immediate supervisor and take such first-aid treatment as may be recommended or waive such first-aid in writing.
- c.** Employees on duty disability leave shall not accrue sick leave.
- d.** Seniority or probationary employees who are unable to work as a result of an injury or illness sustained in the course of employment with the City shall receive duty disability pay as follows:
 - 1.** Management shall, for a period not to exceed fifty-two (52) weeks, supplement without charge to sick leave or vacation, Worker’s Compensation for employees injured on the job by the difference between Worker’s Compensation and their normal weekly net (take-home) earnings excluding overtime and premium pay. Such payment shall be retroactive to the first day lost resulting from a Worker’s Compensation injury.
 - 2.** The foregoing supplement shall be by check issued in the same manner as regular payroll, and separate from Worker’s Compensation payments, the employee’s seniority, life insurance and hospital/medical benefits in effect shall continue during the period. Such contributory benefits in effect (such as pension, FICA and non-duty disability insurance) shall continue during the same period. Deductions authorized by the employees in which the City is the intermediate holder (credit union, dependant student, hospital/medical payments) shall also be continued.
 - 3.** After fifty-two (52) weeks of duty disability leave, if the employee has sufficient accrued sick leave, the sick leave days shall be converted to earnings calculated as normal weekly net earnings and the employee shall receive a payroll check (as in #1 above) for the difference between the Worker’s Compensation and their normal weekly net earnings of the extent of accrued sick leave only.

2. Non-Duty Disability Leave

- a.** A leave of absence without payment from the City required as a result of the employee incurring a non-duty illness or injury while in the employ of the City.

Eligibility – Full time payment salaried employees not yet age 70. New employees covered on the first of the month following employment. All qualified employees must participate.

- b.** The City will secure group insurance coverage to provide employees with income protection during the period of their disability.

- c.** Coverage to be provided is:

- 1.** Short term – 13 weeks S/A with sixty percent (60%) of weekly base salary up to a maximum benefit of \$350.00 per week.

- a.** Effective date for new coverage to be no later than 1st day of the second month following ratification of this contract.

- b.** Copy of policies will be supplied to the Union Steward upon request.

- c.** Sick days may only be used in conjunction with this section to supplement disability pay for elimination periods: 8 days illness in short term policy and 90 day elimination in long term policy.

- d.** City and employees to share premium cost on a 50/50 basis.

- 2.** Long term – 91st days to age 70 with sixty percent (60%) of monthly base salary up to a maximum benefit of \$1,300.00 per month.

- a.** Effective date for new coverage to be no later than 1st day of the second month following ratification of this contract.

- b.** Copy of policies will be supplied to the Union Steward upon request.

- c.** Monthly benefits under LTD for a period of two (2) years will be paid when the employee is certified by a qualified physician as being unable to engage in normal duties due to sickness or accidental bodily injury. If the employee is certified by a qualified physician as being unable to engage in any qualified occupation for which he is reasonably qualified by training, education or experience, monthly income benefits will continue to be paid.
- d.** City and employees to share premium cost on 50/50 basis.
- e.** Employee share of premium will be waived while on disability and the benefit will be reduced by all amounts which employee is entitled to under social security, worker's compensation and other government and Employer sponsored benefits.
- f.** Under LTD benefits no evidence of insurability will be required.
- g.** Maximum duration – Sickness and accident to 70.
- h.** Sick days may only be used in conjunction with this section to supplement disability pay for the elimination periods: 8 days illness in short term policy and 90 day elimination in long term policy.

Those persons that have been maintained on LTD by the City under an expired contract will continue to be maintained without any reduction in benefits levels.

ARTICLE XVIII
EMERGENCY AND FUNERAL LEAVE

In the case of serious illness in his/her immediate family, a regular employee may be granted a leave of absence with pay for a period not to exceed three (3) days, upon the recommendation of the immediate supervisor and Chief or Department Head.

“Immediate family” as applied to Section (a) is defined as wife, husband, child, brother, sister, parent, and parent-in-law. Effective July 1, 2008, brother-in-law and sister-in-law will be included.

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

In addition to emergency leave, an employee may be granted a leave of absence with pay for a period not to exceed three (3) days in the case of a death in the immediate family, upon the recommendation of the Chief, Department Head or his designee. If the death or funeral occurs 100 miles or more from the City limits of Inkster, an additional one (1) day of funeral leave shall be allowed for travel.

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

If a death occurs to an employee's sister or brother-in-law, the employee may be granted three (3) days leave with pay, which shall be charged, to his/her accumulated sick leave. If death occurs to other relatives of an employee not stated above, one-day leave with pay may be granted, which shall be charged to accumulated sick leave. An employee may elect to used earned vacation time in lieu of accumulated sick leave.

Employees who wish to attend the funeral or serve as pallbearer at a funeral of a fellow employee or former employee will be paid during the time they must be off the job not to exceed four (4) hours at the discretion of the supervisor.

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

ARTICLE XIX
JURY LEAVE

Any regular employee shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service provided they show evidence of such proposed jury duty or service. Employees shall be paid the difference between any jury duty compensation they receive and their regular each day of jury duty or service. Pay will be made upon presentation of jury duty or service remuneration in the next regular pay.

ARTICLE XX
MATERNITY LEAVE

A pregnant woman shall be entitled to a leave of absence in accordance with her doctor's recommendation, 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 for receipt of the written notification, to her former position, if she returns to work within four (4) months after delivery. If employee does not return to work within the four (4) months after delivery, but within the one (1) year maternity leave period, employee shall within two (2) weeks or written notification, be reinstated to work which is as nearly comparable to the position and classification held at the time leave was granted, and in accordance with the seniority provisions of the City for its employees. Employees granted such leaves shall be expected to undergo a physical examination before and after the period of leave. Further, both parties agree that they shall conform to the law, as it exists during the term of the contract.

There shall be no accrual of seniority for an employee on leave of absence that exceeds the FMLA at time of leave outlined above.

Employees on maternity leave shall receive the following paid benefits:

- Hospitalization
- Life Insurance
- LTD Premium
- Use of any accrued vacation and sick leave

Upon employee's request, a childcare leave of absence without pay shall be granted to an employee. Such leave shall commence upon expiration of maternity leave, or upon providing the Employer with proof of a newly adopted child, or upon submission to the Employer of proof of the birth of one's child. Such leave shall not exceed four (4) months. Upon return from a childcare leave, the employee shall be reinstated to the position held at the time the leave was granted.

ARTICLE XXI
MILITARY LEAVE

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

ARTICLE XXII
PERSONAL LEAVE

Employees shall be entitled to three (3) personal leave days per fiscal year which bear no relationship to sick leave use. Such personal leave days per fiscal year are non-cumulative and, when used the employer shall receive at least twenty-four (24) hours notice. Management, reserves the right to deny the approval of a personal leave day; however such approval shall not be unreasonably withheld.

The creation of overtime shall be a determining factor in the denial of a personal leave day. If the granting of the personal leave day will result in overtime and the employee requires the personal leave day, the employee must disclose management the reason the employee requires the day.

If the approval of such personal leave day is denied by management, and results in the possible loss of any day, then the number of such personal leave day(s) shall be carried over into the next fiscal year.

ARTICLE XXIII
LONGEVITY PAY

- a. Longevity Pay will be paid employees according to the following schedule based on the service as an employee of the City of Inkster.

After three years service	<u>75.00</u>
Four to Five years service	<u>75.00</u> + \$20.00 each year
Six years of service	<u>75.00</u> + \$25.00 each year
Seven to twelve years of service	<u>75.00</u> + \$30.00 each year
Thirteen to twenty years of service	<u>75.00</u> + \$35.00 each year

Maximum total ----- \$650.00

- b. Longevity Pay will be paid once a year for employees eligible for longevity on November of 2002 and on the anniversary date of the employees thereafter.

This schedule becomes effective as of July 1, 2002 and modified July 1, 2008.

**ARTICLE XXIV
OVERTIME AND CALL-BACK**

- a. Subject to the provisions of paragraph c) below, overtime work in excess of eight (8) hours in any one shift or in excess of one hundred sixty (160) hours in a twenty eight (28) day schedule circle shall be paid at the rate of one and one-half (1 ½) times the regular base rate of pay. For purpose of this provision time off granted with pay shall be included as time worked in computing the one hundred sixty (160) hours.
- b. Any employee called to work outside of his/her regularly scheduled work shift after reporting off duty shall be paid for a minimum of two (2) hours of work. Hours should reflect work continuation separate from call back.
- c. If any State or Federal Laws require the payment of overtime for work performed that would not be required by paragraphs (a) and (b) above, the provisions of paragraphs (a) and (b) above shall be null and void for the purposes of such overtime computation.

It is the intent of the parties that the overtime calculations of paragraphs (a) and (b), or the overtime calculations of applicable law shall apply in a given situation which provides the greater benefits to the employee, but not both such calculations at the same time.

**ARTICLE XXV
HOSPITALIZATION / LIFE INSURANCE**

1. Hospitalization Insurance

- a. The City will provide hospitalization insurance for the employee and his/her family.

Retirees may continue hospitalization coverage by paying 50% of the premium and the remaining 50% to be paid by the City. Members and their spouses eligible for Medicare shall purchase if available Part A and Part B coverage and City shall provide medigap coverage to keep coverage status quo. When this happens, the retiree's regular medical coverage shall cease and premiums for Part A and Part B and medigap shall be paid 50% by the City and 50% by retiree.

Only the spouse at the time of the bargaining unit member's retirement shall receive spousal benefits.

- b.** HAP shall continue to be offered at no cost to bargaining unit members. (HAP shall continue to be offered, at no cost to members, during the term of this Agreement. Bargaining unit members will be able to subsidize Blue Cross by paying the monthly difference of premium between Blue Cross and HAP. Premium sharing will adjust each June. The next adjustment will be June 30, 2012.)

Blue Cross/Blue Shield premium sharing shall be paid as follows:

2011- 2012

Single	\$210.67
Couple	\$532.04
Family	\$751.61

As of 7-1-06, \$10/\$20 co-pay Prescription Drug Rider, Group Benefit: Family Continuation Rider and Dependent Rider.

- c.** Coverage of the employee's family shall include the employee, spouse and children (based upon current Federal Law).
- d.** Employees shall be eligible for such coverage after thirty (30) days of employment with the City.

2. Life Insurance

- a.** The City shall contribute the full cost of providing term life insurance to all regular employees in the manner of twenty thousand dollars (\$20,000) value upon the death of said employee. One thousand dollars (\$1,000) of additional life insurance coverage shall be provided for the employees whose salaries exceed twenty thousand dollars (\$20,000) in increments of (\$1,000).
- b.** This insurance shall include double amount of coverage for accidental death and dismemberment.
- c.** Upon retirement, the employee shall have a conversion option on his/her policy for a period of thirty (30) days. Conversion of this policy from group plan must be done by the employee with the City assuming no responsibilities for such conversion. The Employer shall provide a paid policy of five thousand dollars (\$5,000).

ARTICLE XXVI
COURT TIME

- a.** Employees appearing in District Court during their off duty hours shall receive three (3) hours of extra pay at straight time for the actual time spent, whichever is greater.
- b.** Employees appearing in Circuit Court and other courts and administrative hearings during their off duty hours shall receive six (6) hours extra pay at straight time or straight time for actual time spent, whichever is greater.
- c.** All witness fees due to the employee shall be returned to the City of Inkster. It shall be the responsibility of each employee to collect and remit to the City all such witness fees due and allowable under the law.
- d.** Court time shall include only those times where the employee is subpoenaed into court (as a result of duties as a City of Inkster employee or where the employee attends Michigan Liquor Control Commission hearings, Michigan Secretary of State, parole board hearings, or any other hearings which the Chief of Police or his designee shall approve.

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

- e.** Any employee subpoenaed into Court or any other hearings preceding or following his shift and as approved by the Chief of Police or his designee shall be paid at his regular rate of pay during his shift; and, if required to stay beyond or continued into his regular shift shall be paid at time and one half (1 ½). Furthermore time shall be computed from when the employee checks into the station upon arrival and when he checks back upon his return. In no event, shall employees making any of the afore-stated appearances be paid more that is allowed under Sections (a) and (b).

ARTICLE XXVII
SALARY RATE SCHEDULE

31,760	32,713	33,694	34,705	35,746	36,818	37,922	39,060
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8

July 1, 2011 0% Increase Step Increase for all members.

July 1, 2012 0% Percent Increase. No movement to the next step.

July 1, 2013 0% Percent Increase. No movement to the next step.

Movement to the next step is not automatic.

ARTICLE XXVIII
PENSION PROGRAM

- a. Normal Retirement Income – Amount – Effective on and after July 1, 2002, the yearly amount of such participant’s normal retirement income will be equal two 2% of the Participant’s Final Earnings multiplied by the number of years of credited service.
- b. Credited Interest – For months on or after July 1, 2002, employees who withdraw their contributions from the pension program shall receive a five (5%) percent per year interest on said monies for the time held by pension fund compounded on each July 1. Any change in the rate of Credited Interest will apply to interest allowed for the months occurring after the effective date of the change.
- c. The above improvements are made without increases in the employees’ contribution rate.
- d. The City of Inkster adopts an early retirement program for all unit employees under the following terms and conditions.
 1. Than any Union employee of MAPE who is a member of the general retirement system of the City of Inkster that has attained a minimum of fifty-five (55) years of age and has a minimum of twenty-five (25) years of service with the City shall be eligible, at his/her option for early retirement.

2. That the City will waive the early retirement penalty provision (Section 4.2b of the Income Retirement Plan) which reduces each employees pension by one-half (1/2) of one (1%) percent, for each months by which the retirement date precedes his normal retirement date.
 3. That the aforesaid early retirement option shall become effective upon ratification.
 4. All provisions regarding the early retirement program are subject to the provision of the Income Retirement Plan as prepared by the City's Pension program administrators.
 5. The above improvements are made without increase in the employees' contribution rate.
- e. Effective July 1, 2002, service after participant's normal retirement date, in excess of three (3) years, will not be excluded from credited service.
 - f. Effective July 1, 2002, in case of death of a Union member who has a minimum of ten (10) years of vested participation in the pension plan, the employee's spouse shall at his/her option elect to collect fifty (50%) percent of the deceased employee's vested pension. This benefit is effective at normal retirement age of the deceased employee.
 - g. Employees currently in the City's Defined Benefit Plan will have their pension multiplier increased to 2.50%.
 - h. Effective upon ratification of this Contract, new hires and current employees not currently in the City's Defined Benefit Plan will no longer be eligible for the Defined Benefit Pension Plan currently in effect for City employees. New hires and Employees not in the City's Defined Benefit Plan will be eligible to participate in a Defined Contribution Plan. Employees will be able to put 5% of their salary into the Plan, with a 3 for 1 match from the City. Employees will be fully vested in the plan after five (5) years. If the employee works at least two (2) years, they would be eligible to receive 40% of the City contribution, as well as any money they put in the system; after three (3) years, 60% of the City contribution, as well as any money they put in the system; after four (4) years, 80% of the City contribution, as well as any money they put in the system; and after five (5) years, 100% of the City contribution, as well as any money they put in the system. If an

employee leaves prior to two (2) years, they will only receive their contributions.

- i. In order to be eligible for Health Care Coverage, in retirement, the employee must be at least fifty-five (55) years and have a minimum of twenty-five (25) years of service. Retirees may continue hospitalization coverage by paying 50% of the premium and the remaining 50% to be paid by the City.

The Union agrees to have the Employer switch to the Michigan Employees Retirement System (MERS) with like benefits.

The Employer agrees to allow a three (3%) percent employee contribution rate for the first year. As of 7-1-07 employee contributions shall revert to five (5%) percent. All employee contributions are from pre-tax dollars.

ARTICLE XXIX SAVINGS CLAUSE

If any Article or provision of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or provision should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into collective bargaining negotiations for such article or provision.

ARTICLE XXX EXTENT OF AGREEMENT

The parties agree that this Agreement constitutes the entire Agreement between them relative to wages, hours, and other terms and conditions of employment. The Union, for the life of this Agreement unqualifiedly waves the right to further collective bargaining with the City with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

**ARTICLE XXXI
CLOTHING AND MAINTENANCE ALLOWANCE**

Effective July 1, 2005, the City will pay six hundred (\$600.00) dollars per year for clothing allowance. Payment will be made the first pay in July for permanent employee's who have completed one year of continuous service.

The cost of the uniform will be deducted from the first allowance received.

Effective July 1, 2008, the clothing allowance will be increased to \$800.00 per year.

Effective July 1, 2011, the clothing allowance will be increased to \$1,000.00 per year.

**ARTICLE XXXII
ROLL CALL**

Employees shall report to work fifteen (15) minutes prior to the beginning of the work shift for roll call. The pre-shift shall be considered as part of the normal work assignment and shall be used in computing overtime if the employee is at roll call on time as scheduled on a daily basis. Effective as of July 1, 2002.

**ARTICLE XXXIII
SHIFT ALLOWANCE**

Effective upon ratification a shift differential of twenty (\$.20) cents per hour shall be included for each employee while employed upon a second or afternoon shift; and a shift differential of twenty-five (\$.25) cents per hour shall be paid to each employee who shall be employed upon a third or midnight shift.

**ARTICLE XXXIV
FUTURE DISPATCH**

In the event that dispatch positions become available, as a result of the City of Inkster's implementation of a 911 system in-house, current bargaining unit employees will be able to bid on these positions based upon their qualifications. If current bargaining unit employees are successful in passing the initial testing procedure, they will be offered the position. Current

bargaining unit members will not have to compete with non-bargaining unit members for these positions.

There will be a one-year probationary period. If the employee does not successfully complete the probationary period, they will be allowed to revert to their former classification in MAPE, based upon their seniority. If there are no positions in MAPE that the employee can return to, they will be laid off.

**ARTICLE XXXV
GASB CHANGES**

Subject to "Me Too" with AFSCME;

Agree to sit down with MAPE to discuss impact on their unit prior to implementation.

**ARTICLE XXXVI
PERFORMANCE IMPROVEMENT PLAN**

- A. INTRODUCTION A procedural instruction to be followed by members of the police department relative to the internal processing of commendatory and disciplinary matters.
- B. PURPOSE To establish a standard procedure for the reporting, recordkeeping and internal disposition of the following:
1. Acts of a commendable nature performed by department personnel.
 2. Infractions against Departmental rules and regulations and/or violations of all department policies and directives by any member or employee.
 3. Management retains the right to go directly to discipline, without utilizing the Performance Improvement Plan, based upon the particular offense. The Employee would have all rights under the Grievance Procedure to contest the disciplinary action.

C. DEFINITIONS

Documented Counseling: Coaching between a supervisor and any member or employee intended to identify deficient behavior or performance and provide instruction or recommend corrective actions as a remedy. (*Documented counseling (Coaching) shall not be considered discipline, but may be used to show a pattern of behavior.*)

Performance Improvement Plan: Official action between a supervisor and any member or employee, intended to bring an infraction or violation of procedural instruction to the attention of the member, initiate a record and provide instruction and corrective actions to avoid a reoccurrence. The infraction, corrective actions and any remedial instruction will be recorded on the appropriate form. The form entitled "Performance Improvement Plan" will be submitted through the chain of command for filing with the Chief's Office in accordance with existing bargaining agreements and laws.

Professional Conduct Report: Record of official action taken by the Chief of Police which may include the following dispositions; No Cause for action; Verbal Reprimand; Written Reprimand; Remedial Instruction; Suspension; Demotion; Termination.

D. PROCEDURE

1. Documented Counseling / Performance Improvement Plan

In cases where a supervisor believes a violation of rules or regulations or established procedural instruction has occurred, but does not believe a Professional Conduct Report should be initiated, one of the following shall occur:

- (1) The supervisor shall bring the infraction to the attention of the member during a Coaching session to identify deficient behavior or poor performance and provide instruction or corrective actions as a remedy to improve performance.
- (2) If the supervisor believes the infraction is notable or of a reoccurring nature he/she should meet with the member to establish a "Performance Improvement Plan (P.I.P.)". The supervisor will initiate an official record using the P.I.P. form and provide remedial instruction or corrective recommendations to the member to avoid a reoccurrence.
- (3) This form entitled "Performance Improvement Plan" shall be submitted prior to the end of the supervisor's duty tour, through the chain of command for filing with the Office of the Chief of Police.

2. Professional Conduct Report

a. Reprimand

A supervisor, who personally observes or becomes aware of a worthy infraction of Departmental Rules and Regulations or violation of procedural instruction by a member of the department (on or off duty), shall prepare a Professional Conduct Report package, the package will be forwarded through the chain of command to the Office of the Chief of Police as soon as practical.

The Professional Conduct Report package shall include:

- (1) The initiating supervisor will meet with the member to discuss the circumstances and determine what official action is appropriate.
- (2) The employee will be directed to prepare a response memorandum explaining his/her actions or any circumstances that may refute the allegations and/or mitigate disciplinary action.
- (3) Witness statements.
- (4) All related police reports, records, CLEMIS/CAD information, video/audio tape or evidence compiled.
- (5) The initiating supervisor will prepare a memorandum detailing what occurred, infractions the member committed, any other pertinent detail and a recommended disposition based on available information.

b. Internal Investigation

- (1) A Professional Conduct Report, which results from an investigation, will not require an additional written response from the member.

c. Commendation

A supervisor, who personally observes or becomes aware of a noteworthy or exemplary action by any member (on or off duty), shall prepare a Professional Conduct Report Commendation package.

- (1) The initiating supervisor will cause the Professional Conduct Report (P.C.R.) to be completed, citing all pertinent details of the circumstances. In addition, an accompanying memorandum will be prepared including the initiating supervisor's recommended disposition.
- (2) The initiating supervisor will attach or include any supportive police reports or records.
- (3) This P.C.R. package will be submitted through the chain of command to the Office of the Chief of Police.

E. DISPOSITIONS

1. Professional Conduct Reports concerning reprimands may have the following dispositions:
 - a. NO CAUSE FOR ACTION

No penalty will be imposed and the affected officer shall be considered exonerated of any involvement of a derogatory nature.
 - b. CONSEQUENCE IMPOSED

The Chief of Police, or his designate, will only impose consequences in compliance with the terms, conditions of the bargaining agreements, Personnel Policy Manual, Rules and Regulations of the Department, and applicable laws. It shall be the decision of the Chief of Police or his designate, whether Department disciplinary action is imposed.
2. Professional Conduct Reports concerning commendatory action shall have the following disposition:
 - a. The manner of recognition shall be determined by the Chief of Police.

F. RESPONSIBILITY OF SUPERVISOR

1. The Supervisory Staff members shall advise the Chief of Police of all violations brought to their attention.

2. The Supervisory Staff members may be directed to initiate a Professional Conduct Report based on the decision of the Chief of Police upon the conclusion of an Internal Investigation.
3. The Supervisor Staff members may be called upon to serve the member and the member's union with the Professional Conduct Report in accordance with the member's collective bargaining agreement and ensure the proper documentation of service and consequences.
4. If remedial instruction is the recommendation of the Chief of Police on a PCR, the Supervisor Staff members shall be responsible for ensuring that the remedial instruction is accomplished.

G. PERFORMANCE IMPROVEMENT PLAN

The PIP form will contain the following sections or elements:

1. VIOLATION: Identify the specific infraction and/or department directive.
2. BACKGROUND: Concise narrative of the circumstances surrounding the infraction of rules and regulations or deviation from established procedural instruction by member.
3. IMPROVEMENT PLAN: Concise action steps and expectations for improvement including but not limited to any of the following: discussion of policy, discussion of procedural instructions; acceptable police practices, local law, state law or recommendation for remedial instruction, formal or informal.

**ARTICLE XXXVII
DURATION**

This Agreement shall become effective as of July 1, 2011 and shall remain in full force and effect until June 30, 2014.

In witness whereof, the parties hereto have affixed their signature below.

CITY OF INKSTER

**MICHIGAN ASSOCIATION OF
PUBLIC EMPLOYEES**

Ann Capela Dated

Christine Millisor Dated

Donnell Reed Dated

Approved by the City Council 6-20-11 resolution 11-06-181R