

AGREEMENT  
BETWEEN  
THE CITY OF INKSTER  
AND THE  
INKSTER POLICE OFFICERS UNION  
AND THE  
POLICE OFFICERS ASSOCIATION OF MICHIGAN

Effective July 1, 2005 through June 30, 2010

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the terms and conditions of employment, and to promote orderly and peaceful labor relations between the City, the employees, the Police Officers Association of Michigan (hereinafter referred to as the AUnion@).

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

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

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

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

ARTICLE I  
RECOGNITION

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

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

ARTICLE II  
REPRESENTATION AND BARGAINING COMMITTEE

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

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

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

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

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

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

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

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

2.9: A suspended or discharged employee shall be allowed to consult a steward before leaving the police department premises,

provided one is working on that shift. The Employer shall provide a suitable location for this conference.

ARTICLE III  
JOINT RESPONSIBILITIES

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

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

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

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

ARTICLE IV  
MANAGEMENT RESPONSIBILITIES

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

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

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

4.4: Retention of Right.

- A. It is recognized that the government and management of the City, the control and management of its properties and the maintenance of municipal functions and operations are reserved to the City and that all lawful prerogatives of the City shall remain and be solely the City's right and responsibility. Such rights and responsibilities belonging solely to the City are hereby recognized prominent among which, but no means wholly inclusive are all rights involving public policy, the rights to decide the number and location of plants, stations, etc., work to be performed within the location of plants, stations, etc., work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, in order to operate and manage its affairs in all respects in accordance to law and in a manner which is not in conflict with any provisions of this Agreement.
- B. It is further recognized that the responsibility of the management of the City shall include the right to adopt, revise and enforce working rules and carry out costs and general improvement programs including the right to hire, suspend and discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, is vested exclusively in the City, subject only to the seniority rules, grievance procedure and other express provisions of this Agreement.
- C. No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the following authority conferred on City officials:
1. The Charter responsibility of the 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 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 Patrol Unit employees or a number of positions.
- I. Delegation. No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the City and its officials

by the Inkster City Charter, State Law or the Inkster Ordinance Code, nor shall the City or its officials abridge such authority.

- J. Reclassification. The Employer reserves the right to 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 V  
UNION SECURITY

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

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

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

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

Effective July 1, 2005 through June 30, 2010

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

ARTICLE VI  
UNION DUES AND INITIATION FEES

6.1: Payment by Authorization for Payroll Deduction. Employees may tender the monthly membership dues by signing the AAauthorization for Payroll Deduction@ form. During the life of this Agreement and in accordance with the terms of the form of AAauthorization for Payroll Deduction of Dues@ hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-laws of the Union from the pay of each employee who executes or has executed the AAauthorization for Payroll Deduction@ form.

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

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

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

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

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

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

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

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

ARTICLE VII  
GRIEVANCE PROCEDURE

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

7.2: A grievance is any dispute, controversy or difference between (a) the parties; (b) the City and an employee or employees; or (c) between or among employees of the City of Inkster, on any issue with respect to, on account of, or concerning the meaning, interpretation or application of this Agreement or any terms or provisions thereof. All grievances submitted on behalf of the

Union and/or Union member must be signed by a Union representative and/or Union member when appropriate.

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

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

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

- A. Step 1. An employee who has a grievance may discuss his complaint with his immediate supervisor, with or without the presence of a Union representative. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory settlement at this point. The supervisor shall make arrangements for the employee to be off of his job for a reasonable period of time, when necessary, in order to discuss the complaint with his Union representative. The grievance must be so presented within ten (10) working days after its occurrence, or within ten (10) working days after knowledge of its occurrence; but not to exceed ninety (90) working days from the date of occurrence. The supervisor shall give his verbal answer to the grievance within ten (10) working days after the date of presentation of the grievance.
- B. Step 2. If the matter is not satisfactorily settled by such discussion with the supervisor, the aggrieved employee shall report such grievance to his Union representative as soon as possible, but in any case, within ten (10) working days of having received a verbal response from his supervisor as provided for in Step 1. Such report shall be in writing and shall set forth the nature of the grievance, the date of the matter complained of, the names of the employee or employees involved, and the circumstances surrounding the grievance. The Union representative shall then make arrangements to discuss the grievance with the Chief of Police within ten (10) working days. The Chief shall render his decision in writing within ten (10) working days after such discussion.
- C. Step 3. If the grievance is not satisfactorily settled as a result of this meeting, the

Chairperson or his/her designated representative may appeal such grievance to the City Manager (or Designee) within ten (10) working days of receipt of the written decision by the Chief as provided for in Step 2. A meeting shall then be arranged with the City Manager (or designee), Chairperson, Steward, Local Union President and/or International Representative, and/or their designees as soon as possible after receipt of the written decision of the Chief of Police. A decision in writing by the City Manager (or designee) shall be given to the union representative and a copy to the union within ten (10) working days after such meeting.

- D. Step 4. If the grievance is not satisfactorily settled as a result of this meeting, as provided for in Step 3, the union may submit the grievance to the Inkster Civil Service Commission, or the American Arbitration Association, but not to both. The union shall notify the City in writing within ten (10) working days after the meeting with the City Manager (or designee) of whether or not it intends to go to the Civil Service Commission for appeal or the American Arbitration Association.

1. Arbitration. If the Union believes that the matter should be carried forward and chooses the Arbitration method, it must within ten (10) working days after the written decision of the City Manager (or designee), refer the matter to binding arbitration under the American Arbitration Association. Said arbitrator shall be selected in accordance with the Labor Arbitration Rules of the AAA and such rules shall govern all procedures.

The arbitrator shall fix a time and a place for hearing upon reasonable notice to each party. After such hearing, the arbitrator shall promptly render a decision which shall be binding upon both parties but the arbitrator shall have no power to render a decision which adds to, subtracts from or modifies this agreement; the decision shall be confined to the meaning of the contract provisions which give rise to the grievance dispute. The decision of the arbitrator shall be final and binding on both parties and may not be appealed.

2. Civil Service Commission. If the grievance is not settled at Step 3, and the aggrieved employee wishes to bypass arbitration, he or

she may appeal the matter to the Inkster Civil Service Commission. If the aggrieved employee wishes to appeal to the Inkster Civil Service Commission, he must, through his Union representative, notify the City in writing within ten (10) working days after the decision of the City Manager (or designee) as provided for in Step 3 of the decision and also notify the Inkster Civil Service Commission of his intent to appeal. After receipt of written notice of intent to appeal to the Civil Service Commission, a hearing before said Commission shall be held within a reasonable time and both the City and the aggrieved employee may present evidence, employ counsel, (at their own cost) and present any and all evidence, insofar as practicable, within the rules of evidence. The Civil Service Commission, after said hearing, shall within a reasonable period of time, submit a written decision with regard to the dispute.

If either the City or the union feels aggrieved by the decision of the Inkster Civil Service Commission, said party may within thirty (30) working days of a said decision of the Commission, appeal the matter to the Wayne County Circuit Court. In the event that an appeal is taken to the Wayne County Circuit Court, the decision of said Court shall be final and binding, and no further appeal shall be permitted.

If the grievance is submitted to an arbitrator as provided for in Step 4.1: arbitration, the cost of the arbitrator shall be borne equally by both parties.

ARTICLE VIII  
PAYMENT OF BACK PAY CLAIMS

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

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

ARTICLE IX  
PROBATIONARY EMPLOYEES

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

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

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

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

9.5: Any new probationary employee will not have recourse to the grievance procedure for any matter arising during his

probationary period, including layoff or termination at the discretion of the City.

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

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

ARTICLE X  
LAYOFF AND RECALL

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

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

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

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

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

ARTICLE XI  
SENIORITY

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

Effective July 1, 2005 through June 30, 2010

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

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

- A. Discharge, if not reversed.
- B. Resignation - an employee absent for four (4) consecutive normally scheduled work days without notification of valid reason to the Police department, and who has no legitimate reason for not notifying the City of his absence, may be considered as having resigned.
- C. Unexcused failure to return to work when recalled from layoff as set forth in the recall procedure.
- D. Unexcused failure to return to work after expiration of a formal leave of absence.
- E. Retirement.
- F. Layoff for a continuous period of one year or the length of the employee=s seniority, whichever is greater.

The Employer shall send written notification by registered mail to the employee at his last known address that he has lost his seniority, and his employment has been terminated. A copy of such notification shall be presented to the Union.

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

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

ARTICLE XII  
PROMOTIONS

12.1: Promotion shall be made on the basis of employees meeting the necessary requirements as specified and shall be subject to both written and oral examination.

12.2: Written examination passing score shall be 70% (total weight 70 points out of 100 points).

12.3: Oral examination (total weight 30 points out of 100 points).

12.4: The combined written and oral examination score shall be at least 70% in order to be eligible for promotion.

12.5: After a combined passing score of 70% has been achieved, the seniority credits of a maximum of ten (10) points computed at the rate of 2 point per year shall be added to the combined written and oral points.

12.6: The selection of a candidate for promotion to Detective or Sergeant shall be made from the top three (3) passing scores, except when affirmative action is invoked by the City. If by reason of affirmative action, the City wishes to select someone other than the top three passing scores, the affirmative action candidate with the top score must be selected.

12.7: To insure the impartiality of the members of the oral board, the Michigan Municipal League shall select the members of the oral board.

ARTICLE XIII  
DISCIPLINE AND DISCHARGE

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

1. Oral reprimand
2. Written reprimand
3. Suspension and/or loss of leave time, notice to be given in writing;
4. Discharge
5. Demotion; and
6. Criminal charges.

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

13.2: The present and future personnel Rules and Regulations of the Civil Service Commission and the Departmental Rules and

Regulations of the Police Department and the City of Inkster, together with its present and future amendments, shall be applicable in all cases, except as specifically modified or altered by this agreement and subject to Paragraph (7) hereof.

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

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

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

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

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

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

- A. No member of the bargaining unit shall have his/her name, home address or photograph given to the press or news media without his/her consent.
- B. If the member about to be questioned is under arrest or likely to be placed under arrest as a result of the questioning, the member shall be completely informed of all his/her constitutional rights prior to the commencement of any questioning. At that point the member(s) shall have the right to have a conference with the Union

or the member, shall have the right to recess said meeting for consultation with the local Union President, International representative and/or their designated representative.

- C. No member of the Bargaining unit shall be subjected to disciplinary action for appearing before a State or Federal grand jury at which the member presented testimony under oath and has been sworn to secrecy.
- D. No member of the bargaining unit shall be required to subject himself/herself to a polygraph examination.

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

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

#### ARTICLE XIV HOLIDAY PROVISIONS

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

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

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

#### ARTICLE XV

DUTY DISABILITY LEAVE

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

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

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

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

- A. Effective July 1, 1991, management shall, for a period not to exceed fifty-two (52) weeks, supplement without charge to sick leave or vacation leave, workers= compensation equal to the normal weekly earnings, excluding overtime and premium pay.
- B. Effective July 1, 1991, after fifty-two (52) weeks of duty disability leave, if employee has sufficient accrued sick leave, he will receive a payroll check for the difference between the workers= compensation check and his normal bi-weekly payroll check, exclusive of shift differential and other work premiums, to the extent of his accrued sick leave only.

ARTICLE XVI  
INCOME PROTECTION DISABILITY

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

- A. Eligible - Full time permanent salaried employees not yet age 65. New employees covered on the first of the month following employment. All qualified employees must participate.
- B. Monthly benefits begin after 90 consecutive days of disability and will be sixty percent (60%) of

salary up to \$1,200 benefit per month, exclusive of overtime or other pay additives.

- C. Monthly benefits for a period of two (2) years will be paid when an employee is certified by a qualified physician as being unable to engage in regular City occupation due to sickness or accidental bodily injury. If employee is certified by a qualified physician as being unable to engage in any gainful occupation for which he is reasonably qualified by training, education or experience, monthly income benefits will continue to be paid.
- D. Employee to pay fifty (50%) percent of premium costs, which are to be deducted from paycheck.
- E. Employees premium will be waived while on disability and the benefit will be reduced by all amounts which employee is entitled to under social security, workers= compensation and other government and Employer sponsored benefits -- police and fire personnel not covered by social security.
- F. No evidence of insurability required.
- G. Maximum Duration -- Sickness and accident to age 65.

ARTICLE XVII  
EMERGENCY AND FUNERAL LEAVE

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

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

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

17.4: An employee shall be entitled to four (4) consecutive working days per funeral to make preparations for and attend the funeral of an immediate member of his family within 300 mile of the City of Inkster. An immediate family member for this purpose shall

be deemed a husband, wife, children, parents, brother, sister or parent-in-law. An employee shall be entitled to three (3) consecutive days for the funeral of a brother-in-law, sister-in-law, grandparents, and grandchildren if within 300 miles of the City of Inkster. One day shall be allowed in the event of the death of an aunt or uncle. One additional day for travel will be given for any such funeral being held over 300 miles in distance. Proof of death must be submitted to the City within ten (10) days of return of an employee upon the request of the Chief of police.

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

17.6: 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.

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

ARTICLE XVIII  
LEAVE OF ABSENCE - WITHOUT PAY

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

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

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

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

18.5: Union Leave. A member of the union elected to Local union positions or selected by the Union to do work which takes the employee from their employment with the Employer shall at the written request of the Union, receive a leave of absence without pay not to exceed one (1) year, and upon his return, shall be re-employed at work with accumulated seniority. No more than one (1) employee shall be off on leave under this Section at any time.

ARTICLE XIX  
MATERNITY LEAVE

19.1: A pregnant woman shall be entitled to a leave of absence not to exceed six (6) months. When said employee gives written notification to the City of her desire to return to work, the City shall reinstate said employee within two (2) weeks from receipt of written notification, to work which is as nearly comparable to the position and classification held at the time leave was granted, and subject to the seniority provisions of the City for its employees. If her former position is vacant, she shall have first preference to the vacancy. In order for an employee to qualify for a maternity leave, she must notify the City at least five (5) months prior to the anticipated date of delivery. Employee granted such leaves shall be expected to undergo a physical examination after the period of leave.

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

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

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

Such leaves are counted against an employee's annual FMLA leave entitlement. Under the FMLA, an employee is eligible for a total of twelve (12) workweeks of leave in a twelve (12) month period. This twelve (12) month period is measured back from the date the employee uses FMLA leave. Continuation of medical, life and dental benefits and the right to job restoration under the FMLA ceases when an employee has used twelve (12) workweeks of FMLA leave in the twelve (12) month period.

When a leave is requested, due to a serious health condition, the City reserves the right to require the employee to obtain the opinion of a second health care provider designated or approved by the City concerning any information within the medical

certification requesting the leave. The City will pay any deductible or co-pay costs for said second opinion.

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

- The employee fails to return to work for at least thirty (30) days after the expiration of the leave; and
- The failure to return is for a reason other than a serious health condition, or "other circumstances beyond the control of the employee." Certification from the health care provider may be required for this purpose.

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

An employee requesting an FMLA leave under types 1, 2, 3 or 4 above, must exhaust all his/her personal days and earned vacation prior to going on said leave. Seniority shall accumulate while on a Family and Medical Leave.

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

ARTICLE XX  
MILITARY LEAVE

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

ARTICLE XXI  
SICK LEAVE

21.1: 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 an employee:

- A. The amount of sick leave credit shall not exceed one (1) day per month nor twelve (12) days per year. The accumulation of sick leave credit shall not exceed two hundred (200) days for any employee. Vacation leave and paid holidays shall be considered as days worked for accumulation of sick leave benefits. Sick leave shall be computed from the first full working day of the employee. However, no employee shall be entitled to sick leave credit until he shall have completed his probationary period at which time he shall be credited with the number of hours he will have earned during his probationary period of service. Except for job-incurred disabilities, an employee who has not served his probationary period of service shall not be paid for his absence due to illness. As a matter of mutual convenience, probationary employees shall be entitled to sick leave pay after the completion of the fourth month of their probationary period, based upon the credit earned in the beginning of the fourth month and shall be entitled to sick leave credit for the first ninety (90) days of this probationary period upon the successful completion of their one (1) year probationary period.
- B. The amount of sick leave used by an employee shall be equal to the number of regularly scheduled hours he would otherwise have worked during his absence on such leave. Should a change in the work week occur, accumulated sick leave shall be credited on the basis of the new work week schedule. Accumulated sick leave credits shall be converted to hours that would have been earned on the new work week schedule.
- C. A certificate of illness or injury from a physician, if available, may be required by the Chief as evidence of illness or disability before compensation for the period of illness or disability is allowed, and shall be mandatory if the illness or disability exceeds four (4) 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 will not be allowed if it is established that the absence is due to illegal use of narcotics or intoxicants, willful misconduct or any illness or injury while self-employed or employed by other than the City.
- 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 a least one (1) hour before the starting time of his particular shift on the first day of his absence, and 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 last check for sickness or disability, he will be placed on leave without pay for a period not to exceed one (1) year. If, at the end of that time, employee is still unable to return to work, his employment shall be terminated. Employee shall be eligible for re-employment, provided he has completely recovered, and has a doctor=s statement to that effect subject to the City=s physical examination and approval and provided further, that a position is available in accordance with his seniority.
- H. Under ordinary retirement of an employee, or upon death, the employee=s estate, shall receive cash payment at his current daily rate of pay, excluding premium rates, for seventy-five (75%) percent of his 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 current daily rate of pay, excluding premium rates, for seventy -five (75%) percent of his 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.

Effective July 1, 2005 through June 30, 2010

- I. Employees who use not more than five (5) days sick leave and/or leave without pay per fiscal year shall be given three (3) days additional leave with pay. Such @bonus@ days may be used to extend vacations or as personal leave days. When used for personal leave, the Employer shall receive at least 24 hours notice.

XXII  
VACATION LEAVE

22.1: Vacation leave is authorized absence from duty with pay.

- A. 0-5 Years: Each employee shall receive 1.44 days on the first of each month (July 1<sup>st</sup> through March 1<sup>st</sup>) and no vacation credits for April, May and June. Any employee hired shall receive vacation credits prorated.

5-10 Years: Each employee shall receive 2 days on the first of each month, (July 1<sup>st</sup> through March 1<sup>st</sup>) and no vacation credits for April, May and June.

10-15 Years: Each employee shall receive 2.44 days on the first of each month, (July 1<sup>st</sup> through March 1<sup>st</sup>) and no vacation credits for April, May and June.

15 Years and above: Each employee shall receive 2.66 days on the first of each month, (July 1<sup>st</sup> through March 1<sup>st</sup>) and no vacation credits for April, May and June.

- B. No seasonal, temporary or part-time employee is eligible for vacation leave.
- C. Employees shall receive a credit for a month=s work for every month in which they work or receive compensation for 2/3 of the scheduled work days. Time lost by an employee by reason of absence without pay, or time otherwise worked or paid for, shall not be considered in computing earned credits for vacation leave.
- D. A seasonal, temporary, or part-time employee who becomes a regular employee, shall accrue vacation leave from the date he completes his first probationary period retroactive to the date of such probationary period.

- E. Employees shall not accrue 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, provided, however, in that the employee could not take the one additional annual vacation leave day agreed upon until the execution of this Agreement this day for the 2000-2001 fiscal year may be carried over by the employee.
- F. Vacation schedules shall be set up by the Chief 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 the City-wide seniority to select available vacation periods for their allowable vacations. The City will grant vacation by time in grade for the detective classification.
- G. Vacation leave shall be scheduled in weekly periods. Vacation leave for a period of less than one (1) week will be allowed only when it is necessary for the good of the service or when the vacation credits earned in one calendar year are less than one (1) week. Vacation leave may not be allowed at any time in advance of earned time.
- H. Employees shall be entitled to vacation pay in any of the following instances:
1. Any regular employee, who gives proper notice (ten working days) regarding termination of his employment with the City shall be entitled to his regular pay for any unused portion of vacation time as of the 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 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 (1) day per month, with a maximum not to exceed twelve (12) days, paid to him at the time he leaves the City to enter military Service.

4. By mutual agreement between the Chief and the employee, the employee may be paid for a portion of his vacation credits. Such agreement shall be reduced to writing.
- I. Employees shall not be entitled to accrued vacation pay if 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 reasonable notice in advance of termination date.
    3. If a probationary employee leaves the employ of the City before completing the probationary period.

ARTICLE XXIII  
HOSPITALIZATION INSURANCE

23.1: The City will provide hospitalization insurance for the employees and his family.

23.2: The City shall provide coverage equal to or better than that described as the Blue Cross/Blue Shield PSG Hospitalization Plan and Master Medical Plan including available Prescription Plan. Prescription co-pay will be increased from \$2.00 to \$5.00 and the deductible will be increase from \$50.00 to \$100.00 and from \$100.00 to \$200.00 for those members with Blue Cross/Blue Shield.

- A. Prescription Co-Pay will increase to \$10.00-\$20.00 upon ratification of this agreement.

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

23.4: The City will pay fifty (50%) percent of the premiums for the cost of the hospitalization program equal to that provided to regular employees for all those employees who retire subsequent to July 1, 1976, until Medicare, or a national health system in effect covers the retiree. Employees who retire after July 1, 1989 shall be granted a freeze on the dollar amount of his/her portion of health insurance premiums as of the date of retirement, and any increase in said premium which may be imposed after retirement shall be borne by the City.

23.5: The City agrees to meet and confer with representatives of the union in accordance with the provisions of Article XXV of this Agreement prior to the replacement of the hospitalization plan described in paragraph 23.2 above with any City selected plan.

ARTICLE XXIV  
LIFE INSURANCE

24.1: 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.

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

ARTICLE XXV  
SPECIAL CONFERENCES

25.1: 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 matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8:00 a.m. and 5:00 p.m. at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than five (5) persons at special meetings.

ARTICLE XXVI  
BULLETIN BOARDS

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

ARTICLE XXVII  
JOB CLASSIFICATION AND PAY PLAN

27.1: Employees within the bargaining unit are assigned to classification title and pay grades.

A. Job Classifications.

The existing classification titles are as follows:

**Police Officer**

Effective July 1, 2005 - 0%

Non-MCOLES	MCOLES	End of Prob.	<u>6 months</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>
28,047	30,852	34,369	35,933	39,058	44,526	47,338

Effective July 1, 2006 - 3% - no retro pay in 2006

Non-MCOLES	MCOLES	End of Prob.	<u>6 months</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>
28,888	31,777	35,400	37,010	40,229	45,861	48,758

Effective July 1, 2007 - 3%

Non-MCOLES	MCOLES	End of Prob.	<u>6 months</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>
29,755	32,730	36,462	38,121	41,436	47,237	50,220

Effective July 1, 2008 - 3%

Non-MCOLES	MCOLES	End of Prob.	<u>6 months</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>
30,647	33,712	37,555	39,264	42,679	48,654	51,727

Effective July 1, 2009 - 3%

Non-MCOLES	MCOLES	End of Prob.	<u>6 months</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>
31,567	34,723	38,682	40,442	43,960	50,113	53,279

**Detective**

Effective July 1, 2005	\$51,125
Effective July 1, 2006	52,658
Effective July 1, 2007	54,238
Effective July 1, 2008	55,865
Effective July 1, 2009	57,541

Effective January 1, 1992, detectives shall receive eight (8%) percent wage differential over police officers.

Detectives shall receive an annual stipend of \$400.00 as stand-by pay payable on the 1st day of September of each year.

After completion of the probationary period, the employee shall advance to the end of the probationary pay step.

27.2: An employee promoted from Police Officer to Detective will advance to Detective rate.

27.3: An employee who is specifically assigned to Detective will be paid at the Detective rate; when he is relieved of his special assignment, he shall revert to the pay grade and step of his permanent classification.

27.4: The City has the exclusive right, pursuant to Management Rights, Article IV hereof, to establish, reclassify, change, combine, or prescribe and assign job duties, content and classification and to establish wage rates for any new or changed classifications. 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 voiding restrictions surrounding promotions and demotions.

The Union may challenge the accuracy of any reclassification or modification of existing job classification 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 of the City of Inkster; specifically Rule VII.

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

27.5: The City has the right to establish a bi-weekly payroll system.

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

ARTICLE XXVIII  
PAY CHANGES

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

28.2: Definitions for Purposes of this Article.

- A. Promotion shall mean the appointment of an employee in the City service calling for a change in classification in a higher rate of pay on a permanent basis.
- B. Demotion is the change in employment of an employee in the City service to a different permanent position calling for a lower rate of pay and a change in classification.
- C. Transfer shall mean a change in employment to another position in any class which has the same maximum salary and similar duties and qualifications.
- D. Reclassification shall mean the changing of a position from one class to another based upon the duties involved.
- E. Salary Step Increase shall mean an assignment for a limited time to a position class as determined by the needs of the service, such assignment not involving promotion or change of status, notwithstanding any provision of rule to the contrary.

28.3: Anniversary Dates for Pay Change purposes:

Establishment

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

28.4: Compensation Determinations:

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

2. Pay increases on anniversary dates shall be based on the passage of time.

D. Acting Assignment. Employees on acting assignment to a higher position class for more than thirty (30) consecutive calendar days shall be paid within the pay range allocated to such class, at the first salary step in such range which is higher than the salary received immediately before such acting assignment is made. (Duration of acting assignment shall be determined by the needs of the service), with the understanding that an acting assignment shall not be used to circumvent the timely permanent appointment of candidates to vacant budgeted positions.

However, effective upon issuance of the Act 312 award for the 1992-1995 contract, an acting assignment will not normally exceed ninety (90) calendar days and no acting assignments will be made if an employee is laid off from the classification. In the event the City contends there is reasonable cause to extend an acting assignment beyond ninety (90) calendar days in situations of short term high case load, disability leave, or other absences of limited duration, the City and the Union will meet in special conference at least ten (10) working days prior to the expiration of the ninety (90) day period. At that conference, the City will provide all pertinent information to the Union regarding the situation and, in the case of absences, data concerning the likelihood of an absent employee=s return to work date whose absence has generated the acting assignment. If the City and the Union fail to reach a mutual agreement regarding the conditions of Areasonable cause@, and the duration of the acting assignment, then the Union reserves the right to pursue the issue through the grievance procedure.

E. Demotion and Downward Reclassification. An employee who is demoted or whose position is reclassified to a class in a lower pay range shall initially be paid at the same salary step in the range for the lower position which has been received in the higher position, unless the City Manager shall determine that it be in the best interests of management to assign a higher authorized salary step or unless he previously held a higher step in the lower class, in which case, he shall be paid at the higher salary.

Effective July 1, 2005 through June 30, 2010

- F. Effective Date of Changes in Compensation. All changes in compensation shall be effective at the beginning of the first payroll period following the change.

ARTICLE XXIX  
EQUIPMENT ALLOWANCE

29.1: Upon the first regular pay day following September 1, 2003 and each year thereafter, each sworn police officer who has completed his probationary period shall be paid and provided an equipment allowance of one thousand (\$1,000.00) dollars. On July 1, 2007, the equipment allowance shall increase by two hundred (\$200) dollars. On July 1, 2008, the equipment allowance shall increase by two hundred (\$200) dollars, for a total of one thousand five hundred (\$1,500.00) dollars.

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

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

29.3: Upon the first regular pay following September 1, 1995 and each year thereafter, each sworn police officer who has completed his or her probationary period shall be paid and provided a gun allowance of four hundred dollars (\$400.00).

ARTICLE XXX  
HOURS OF WORK

30.1: The work week of the employees in the Police Department shall average forty (40) hours per week over the fiscal year. The regular work day and work shifts shall be scheduled in periods of eight (8) successive hours.

Employees shall report to work fifteen (15) minutes prior to the beginning of the regular work shift for roll call, inspection and briefing, and shall remain when necessary as determined by the shift commander for a period no to exceed fifteen (15) minutes upon expiration of their eight hour work shift for purposes of completing reports and other statistical material and to ensure an orderly change of work shifts. The pre-shift and post-shift periods shall be considered as part of the normal work assignment and shall not be used in computing extra pay, except post-shift time in excess of fifteen (15) minutes where the

employee is actually working on assignment (not completing reports and other statistical materials) shall be paid for from the end of the eight (8) hour shift.

30.2: Shift bids by seniority (road patrol only), management to set minimum/maximum staffing of each shift compliment and reserves the right for placement of special assignments. Shift bids by seniority to be completed bi-annually on May/October of each year. The Inkster Police Officers Union will supply management with a completed seniority shift bid list on April/September of each year. If an officer on special assignment had completed his tour or is removed from his assignment prior to the seniority shift bid he/she will be placed as needed by management until the next seniority shift bid.

ARTICLE XXXI  
COURT TIME

31.1: Effective January 1, 1992, officers appearing in District Court during their off duty hours shall receive extra pay at the rate of time and one-half (1-1/2) for a minimum of two (2) hours or for actual time spent, whichever is greater.

31.2: Effective January 1, 1992, officers appearing in Circuit Court and other courts and administrative hearings during their off duty hours shall receive extra pay at the rate of time and one-half (1-1/2) for a minimum of four (4) hours for actual time spent, whichever is greater.

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

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

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

31.5: Any employee subpoenaed into Court or any other hearings as designated in subsection 31.4 of Article XXXI, 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 continue into his 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 checks back upon his return. In no event, shall officers make any of the aforesated appearances be paid more than is allowed under Sections 31.1 and 31.2.

ARTICLE XXXII  
OVERTIME

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

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

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

32.4: The employer shall provide a copy of all rules and regulations on the Police Department computer system.

XXXIII  
EDUCATIONAL LEAVE

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

33.2: Subject to the provisions of Article XII, Promotions, abilities acquired as a result of education leave which may qualify

the employee for a higher classification will be considered for such higher classification as soon as such higher classification becomes available. The employee so qualified must request a change in classification as soon as possible after the higher classification becomes opened.

33.3: Each officer, upon satisfactory completion of two (2) years of undergraduate study toward a four (4) year degree, or upon the achievement of an Associate Degree shall receive an annual educational salary increment of \$200. In addition, upon completion of thirty (30) semester hours or subsequent year of undergraduate study, the officer shall receive an additional increment of \$100. Increments will be given during the fiscal year following the presentation of satisfactory evidence or transcripts to the department and authorization by the City Manager.

Satisfactory completion shall require a AC@.

Such amounts are payable April 1<sup>st</sup> of each year.

33.4: Present members as of July 1, 1997 will be grandfathered in for yearly payment. New members are not eligible. Payment to continue for tuition and books as specified under section 33.3 of this contract.

33.5: Any employee hired after July 1, 2003 shall need prior approval from the Chief of Police to be eligible to receive tuition and book reimbursement. Approval maybe granted for core classes and standard classes need for an associates degree, bachelors degree or masters degree in police administration.

Employees hired prior to July 1, 2003 will receive full payment of tuition and book reimbursement upon satisfactorily completing a class with a grade of Ac@ or better. No prior approval from the police chief is needed.

There shall be an annual limit of \$25,000 for tuition and book reimbursement per year for the entire bargaining unit.

Effective July 1, 2005, all police officers in this bargaining unit shall need prior approval from the Chief of Police for book and tuition reimbursement.

Effective July 1, 2005 through June 30, 2010

XXXIV  
PATROL DUTY - PROBATIONARY OFFICER

34.1: During hours of darkness, a probationary police officer shall not be assigned to a police patrol car for patrol unless accompanied by a sworn regular police officer.

XXXV  
PERSONNEL ROSTERS

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

XXXVI  
SPECIAL ASSIGNMENTS

36.1: The Employer will post openings for special assignment(s) in the department, together with a general job description of that assignment(s) and all employees shall have an opportunity to state their desire or preference for such assignment(s), and if an employee(s) so states and is not selected, upon request of that employee(s) reasons why another was selected, shall be the subject matter of a Special Conference with the Chief of police. The Chief=s decision shall not be subject to the grievance procedure.

XXXVII  
TIME AND SHIFT TRADES

37.1: Employees may trade time, including leave days, work days, and vacation days, and shifts between themselves, subject to the approval of such employee=s Supervisor where the trade is between employees on the same platoon and subject to the approval of the Chief where the trade is between employees on different platoons.

XXXVIII  
UNSAFE EQUIPMENT

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

XXXIX

SHIFT ALLOWANCE

39.1: Effective July 1, 1995, the shift differential of twenty cents (20¢) per hour shall be included for each employee while employed on a second or afternoon shift; and a shift differential of twenty-five cents (25¢) per hour shall be paid to each employee who shall be employed on a third or midnight shift.

XL

PATROL VEHICLE SHOTGUNS

40.1: Shotgun rack will be installed and maintained in all patrol vehicles and equipment with shotguns. Such installation will be so the shotgun is not visible to the public from outside of the vehicle. Employer will be allowed a reasonable period of time for the purchase and installation of this equipment.

XLI

WORK RULES

41.1: Notwithstanding any other provision hereof, the use of a mechanical time clock within the Police Department shall be discontinued for the duration of this Agreement.

XLII

WAIVER CLAUSE

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

XLIII

PERSONAL LEAVE

43.1: 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 unreasonably be withheld.

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.

43.2: Effective July 1, 2000, employees shall receive one (1) additional personal day for a total of four (4) personal days.

43.3: Effective July 1, 2002 employees shall receive one (1) additional personal day for a total of five (5) personal days.

ARTICLE XLIV  
RESIDENCY

44.1: All persons covered by the terms of this Agreement as a condition of employment shall live within twenty (20) miles of the border of the City of Inkster.

44.2: Residency Allowance. Effective 7-1-97, any police officer who moves into and/or lives within the City of Inkster establishing official domicile will receive a five hundred (\$500.00) dollars 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.

XLV  
EXTENSION

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

XLVI  
MANDATORY TRAINING TIME

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

Effective July 1, 2005 through June 30, 2010

1. Investigation - Criminal and Accident
2. Identification
3. Precision Driving
4. Constitutional Law
5. State Laws
6. Local Ordinances
7. Self-Defense
8. Report Writing and Review

XLVII  
PENSION CHANGES

47.1: Pension Multiplier. Effective upon ratification by both parties of the July 1, 1998 through June 30, 2001 POAM contract, the City of Inkster Policemen and Firemen Retirement System (hereinafter the retirement system) shall be amended to provide that any POAM 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.

47.2: Spouse - Dependent Coverage. Effective July 1, 1986, 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 (60%) percent of the pension the retiree was receiving at the time of his death. Should said retiree so die leaving no spouse, his/her child under the age of eighteen (18) years shall receive such pension, share and share alike. When any of such children attain the age of eighteen (18) years or shall die, the share of such child shall be paid to the remaining child or children under the age of eighteen (18) years, share and share alike, until the remaining child or children reach the age of eighteen (18) years respectively, whereupon the pension shall cease. This improvement shall apply to all current employees and all future retirees.

47.3: Employee pension Contribution. Effective July 1, 1986, all Union members shall be granted a one (1%) reduction in their retirement System contributions, from seven percent (7%) to six percent (6%).

47.4: Vesting. Effective July 1, 1989, all Union members shall be one hundred (100%) percent vested in the pension plan after ten (10) years of service.

47.5: Normal Retirement Age. Effective upon ratification by both parties, the pension plan shall be amended to provide for retirement after 25 years of service regardless of the age requirement.

47.6: Final Monthly Compensation. Effective March 4, 1996, the City of Inkster Police and Firemen Retirement System shall be amended to provide that final average compensation will be computed based upon the employee=s total compensation for the best thirty-six (36) consecutive months during the employee=s last one hundred and twenty (120) consecutive months.

47.7: Purchase of Service Credits Effective July 1, 2004. All current employees will have a six (6) month window to purchase up to five (5) years of time for pension purposes only. 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 employees 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 actuary 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 actuary in advance.

XLVIII

FAMILY AND MEDICAL LEAVE

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

- A. To care for an employee=s child after birth or placement for adoption or foster care;
- B. To care for a child, spouse or parent with a serious health condition (as defined by FMLA and regulations); or
- C. Because an employee=s own serious health condition (as defined by FMLA and regulations) makes the employee unable to perform his or her job.

As required by the Act, the City shall continue a bargaining unit member=s group health insurance coverage during the period of the FMLA leave, and shall return him or her to the same or an equivalent position following the leave.

The FMLA leave policy will be administered in accordance with FMLA and the regulations promulgated by the Department of Labor to implement the Act, except as set forth in this Article. Any violation of the FMLA shall be subject to the grievance and arbitration provisions of this agreement.

The City shall not require a bargaining unit member to substitute more than fifty percent (50%) of his or her accrued vacation leave for unpaid leave taken under the FMLA for reasons other than the employee=s own illness. The City shall not require a bargaining unit member to substitute accrued paid sick leave for any FMLA leave taken other than for the employee=s own illness. [Up to one hundred percent (100%) of a bargaining unit member=s accrued paid leave may be substituted for unpaid FMLA leave at the employee=s discretion.]

The City shall not count leave taken due to disability toward a bargaining member=s FMLA total.

A bargaining unit member who takes leave shall continue to accrue seniority for all purposes during the period of FMLA leave, and shall continue to receive all fringe benefits provided for in this agreement.

MEMORANDUM OF UNDERSTANDING

The Union and the Employer agree that during the terms of this Agreement, the parties agree to discuss and negotiate the GASB45 issue.

MEMORANDUM OF UNDERSTANDING

The Union and the Employer agree that the Employer shall implement, as soon as feasible, a pre-tax plan for pension contributions.

MEMORANDUM OF UNDERSTANDING  
AUXILIARY POLICE

This will confirm the understanding of the City of Inkster and the police officers union with regard to the use of auxiliary policemen in the City of Inkster.

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

MEMORANDUM OF UNDERSTANDING  
TWO MAN CAR FOR TRANSPORTATION OF PERSONS

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

MEMORANDUM OF UNDERSTANDING

This will confirm the understanding of the City of Inkster and the Police Officers= union represented by the Police Officers Association of Michigan with regard to the following item: Personal Leave Days. Overtime shall not be a factor in reasonably denying personal leave days except in emergency situations determined by the Chief of police. The personal leave day policy will be reviewed by a representative from the City and the Union in six months to determine its reasonable application.

MEMORANDUM OF UNDERSTANDING  
ADDITION OF COST OF LIVING ALLOWANCE (COLA) TO  
EMPLOYEE'S PENSIONS RETIRING AFTER JULY 1, 2004

This Memorandum of Understanding is between the City of Inkster, hereinafter referred to as the "City," and the Inkster Police Officers Union and the Police Officers Association of Michigan, hereinafter referred to as the "Union."

WHEREAS, the City and the Union entered into a Collective Bargaining Agreement effective July 1, 2001 through June 30, 2005, and

WHEREAS, Article XLVII, entitled Pension Changes, Section 47.1A of the Collective Bargaining Agreement provides that "effective July 1, 2004 a COLA will be added to the pension with the following formula:

Three (3) years after retirement the retiree shall receive one-half (1/2) of one (1%) percent COLA on their pension, this shall be compounded annually.

Five (5) years after retirement and COLA shall be increased to one (1%) percent annually and this shall be compounded annually.

Ten (10) years after retirement the COLA shall be increased to two (2%) percent annually and this shall be compounded annually.

The employee shall pay one hundred (100%) percent annually for the COLA," and

WHEREAS, the Union has requested that Section 47.1A of the Collective Bargaining Agreement shall be rescinded and shall be replaced with the following pension formula to be effective July 1, 2004:

One-half percent (.5%) compound COLA three (3) years after retirement.

One percent (1%) compound COLA five (5) years after retirement.

Two percent (2%) compound COLA ten (10) years after retirement.

The employee shall pay one hundred (100%) percent annually for the COLA.

NOW, THEREFORE, the parties agree as follows:

Effective July 1, 2005 through June 30, 2010

1. That Section 47.1A of the Collective Bargaining Agreement shall be rescinded and shall be replaced with the following pension formula to be effective July 1, 2004:

One-half percent (1/2%) compound COLA three (3) years after retirement.

One percent (1%) compound COLA five (5) years after retirement.

Two percent (2%) compound COLA ten (10) years after retirement.

The employee shall pay one hundred percent (100%) annually for the COLA.

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

CITY OF INKSTER

---

Tom Griffin  
Business Agent

INKSTER POLICE OFFICERS  
ASSOCIATION

---

  

---

L  
DURATION

This Agreement shall become effective as of the 1st day of July, 2005, and the terms and provisions thereof shall remain in full force and effect until the thirtieth (30th) day of June, 2010, and from year to year thereafter unless either party hereto shall notify the other in writing by March 1st prior to the expiration date of this Agreement, or to the expiration of any subsequent automatic renewal period, of its intention to amend, modify, or terminate this Agreement. Notice of intention to amend, modify, or terminate this Agreement shall be in writing and shall be sufficient if sent by certified registered mail addressed to the Union, Police Officers Association of Michigan, 27056 Joy Road, Redford, MI 48239-1949 and if the City addressed to the City Manager, 2121 Inkster Road, Inkster, MI, or to any such address as the Union or the City may make available to each other.

In the event that negotiations relative to proposed amendments or modifications of this 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.

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

CITY OF INKSTER

\_\_\_\_\_  
Tom Griffin  
Business Agent

\_\_\_\_\_  
INKSTER POLICE OFFICERS  
ASSOCIATION

\_\_\_\_\_

APPENDIX A  
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 \_\_\_\_\_.

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 \_\_\_\_\_ 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 \_\_\_\_\_ 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.
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	
** 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_, 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 \_\_\_\_\_ 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 \_\_\_\_\_ and the Police 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 \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
OFFICER

\_\_\_\_\_  
DIVISION INSPECTOR

\_\_\_\_\_  
UNION REPRESENTATIVE

\_\_\_\_\_  
POLICE CHIEF