

6259

6/30/2001

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

Effective July 1, 1998 through June 30, 2001

*Inkster, City of*

AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_ A.D., by and between the City of Inkster, a Michigan Municipal Corporation, Party of the First Part, and hereinafter termed the "Employer" and Command Officers Association of Michigan, hereinafter referred to as the "Union".

ARTICLE I  
PURPOSE AND INTENT

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

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

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

ARTICLE II  
RECOGNITION

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

Sergeant and Lieutenant

ARTICLE III  
DISCRIMINATION

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

ARTICLE IV  
AID TO OTHER ORGANIZATIONS

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

ARTICLE V  
UNION SECURITY

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

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

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

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

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

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

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

ARTICLE VI  
UNION DUES OR SERVICE CHARGE

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

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

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

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

ARTICLE VII  
STEWARDS

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

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

- A. The investigation and presentation of grievances in accordance with the provision of the grievance procedure.
- B. The transmission of such messages and information which shall originate with, and are authorized by, the Union or its officers, provided, such messages and information:
  - 1. have been reduced to writing, or,
  - 2. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the work of the Police Department.
- C. The steward shall be permitted reasonable time to investigate, present and process grievances on the premises of the Police Department without loss of time or pay during his/her regular working hours. Such time spent in handling a grievance during the steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the steward.
- D. The City shall not discriminate against any employee because of age, sex, marital status, race, nationality, religious or political belief or for legal Union activities.

ARTICLE VIII  
UNION RIGHTS

8.1: Discussion of Union Business. Members shall be permitted to discuss Union business with other members during their duty

hours, provided such discussion shall not interfere with the performance of the member's duties.

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

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

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

ARTICLE IX  
MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

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

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

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

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

9.6: Retention of Right.

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



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

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

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

4. The responsibility of department heads, governed by Charter provisions, Ordinances and departmental rules and as limited by the provisions of this Agreement.
  - a) To recruit, assign, transfer, or promote members to positions within the department;
  - b) To suspend, demote, discharge or take other disciplinary action against members for just cause;
  - c) To relieve members from duties because of lack of work, lack of funds or for disciplinary reasons;
  - d) To determine methods, means and personnel necessary for departmental operations;
  - e) To control the departmental budget; and
  - f) To take whatever actions are necessary in emergencies in order to assure the proper functioning of the department.
  
- D. It is agreed by the department and the Union that the City is obligated, legally and morally, to provide equality of opportunity, consideration and treatment of all members of the department and to establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all members employed by the department in all phases of the employment process. To this end, basic rights and equities of members are established through the City Charter, Executive Orders of the City Manager, Ordinances and Resolutions of the Mayor and the City Council and the rules of the department.
  
- E. It is further intended that this Agreement and its supplement shall be an implementation of the Charter and Ordinance authority of the City Manager, Mayor and the City Council and the department heads, rules and regulations promulgated by the department and the provisions of all Public Acts as amended.



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

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

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

ARTICLE X  
PROVISIONS FOR LEGAL COUNSEL

10.1: The Employer shall provide to the employee, such legal assistance as shall be required or needed as a result of the acts occurring when and while said employee is in the performance of his/her police duties and responsibilities. This shall apply only to civil suits. Unless there is a conflict of interest, the City Attorney's Office shall be used to represent the employee in civil actions, while the insurance representative will represent where such action occurs within the policy (MCLA 775.12) Prosecutor at instances of private person, cost, security and payment execution.

ARTICLE XI  
SPECIAL CONFERENCES

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

11.2: The Union representative may meet at a place designated by management, on management's property, for a period not to exceed one-half (1/2) hour immediately preceding a meeting for which a written request has been made.

necessity for overtime, excluding fifteen (15) minutes per shift briefing time.

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

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

ARTICLE XXIII  
CALL BACKS

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

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

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

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

ARTICLE XXIV  
COURT TIME PAY

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

- A. All court and administrative hearings - four (4) hours minimum at time and one-half (1-1/2).
- B. Any employee required to standby on the basis of subpoenas will receive two (2) hours compensatory time for each day on which they standby but are not in fact required to appear in court.
- C. Any employee subpoenaed into court or any other hearings; preceding or following his/her shift, and as approved by the Chief of Police or his/her designee, shall be paid at his/her regular rate of pay during his/her shift; and if required to stay beyond or continue into his/her regular shift,

shall be paid at time and one-half (1-1/2). Furthermore, time shall be computed from when the employee checks into the station upon arrival and when he/she checks back upon his/her return.

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

ARTICLE XXV  
LONGEVITY PAY

25.1: Longevity pay will be paid to covered employees according to the following schedule based on the years of service as an employee of the City of Inkster:

- A. Seventy-five (\$75.00) dollars for three (3) years service to be paid on the third (3rd) year on the employee's anniversary date.
- B. An additional twenty (\$20.00) dollars per year for four (4) to five (5) years of service.
- C. An additional twenty-five (\$25.00) dollars per year for six (6) to ten (10) years of service.
- D. An additional thirty-five (\$35.00) dollars per year for eleven (11) or more years of service up to a maximum of five hundred and forty (\$540.00) dollars.

25.2: The above longevity pay will be paid once a year on the employee's anniversary date.

25.3: Longevity pay will be on a pro-rated basis for employees who retire or leave the City's employment.

25.4: Effective June 30, 1997, Article XXV, Longevity Pay, will no longer be in effect and will be deleted from the contract.

ARTICLE XXVI  
LEAVE OF ABSENCE

26.1: Educational Benefit. Effective July 1, 1975, in keeping with the City's policy of encouraging the improvement and professionalism of its police personnel, the City shall provide to

employees the opportunity to take courses at an accredited college or university or community college of the employee's choice by:

- A. Arrangement of work schedule so that the employee may attend as long as the employee is available for two (2) of the three (3) shifts.
- B. Paying for tuition and required textbooks for three (3) courses per semester or term, as hereinafter set forth.
- C. Allowing the employee to select courses that are both advantageous to the City and the employee.

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

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

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

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

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

Five hundred (\$500.00) dollars Masters Degree.

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

Satisfactory completion shall require a "C".

Such amounts are payable April 1st of each year.

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

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

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



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

26.6: Family Illness. If a permanent employee has prolonged illness in his/her immediate family, defined in this case to include only the spouse and children of the employee, said employee may at the employee's request, be granted a leave of absence without pay not to exceed one (1) year and with the approval of the Chief of Police, pay his/her own fringe benefits.

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

ARTICLE XXVII  
EMERGENCY AND FUNERAL LEAVE

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

27.2: "Immediate Family;" as applied to Section 28.1, is defined as wife, husband, child, brother, sister, parent, and parent-in-law.

27.3: 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.

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

27.5: "Immediate Family", as applied to Section 28.4 is defined as wife, husband, child, brother, sister, parent, parent-in-law, grandparents, sister-in-law, and brother-in-law. Funeral leave for immediate family is not chargeable to sick leave credits.



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

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

An employee may elect to use earned vacation time in lieu of accumulated sick time.

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

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

ARTICLE XXVIII  
MATERNITY LEAVE

28.1: A pregnant woman shall be entitled to a leave of absence not to exceed one (1) year. When said employee gives written notification to the City of her desire to return to work, the City shall reinstate said employee within two (2) weeks, from receipt of the written notification. In order for an employee to qualify for a maternity leave, she must notify the City at least five (5) months prior to the anticipated date of delivery. Employees granted such leaves shall be expected to undergo a physical examination before and after the period of leave.

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

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

ARTICLE XXIX  
HOLIDAY PROVISIONS

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

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

New Year's Day	Martin Luther King's Birthday
Good Friday	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Day after Thanksgiving Day	Christmas Eve Day
Christmas Day	New Year's Eve Day
Employee's Birthday	

29.3: Holiday pay for employees to be paid in accordance with paragraphs 29.1 and 29.2 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 XXX  
WORKERS' COMPENSATION

30.1: On-the-Job Injury. Each employee will be covered by the applicable Workers' Compensation Laws and the Employer further agrees that any employee being eligible for Workers' Compensation may elect to use his/her accumulated sick time. If the employee uses his/her accumulated sick time, he/she shall receive full salary and he/she may return his/her Workers' Compensation check to the City. The City, upon receipt of the Workers' Compensation check shall convert that amount into hours and days and shall deduct those hours and days from the employee's sick leave charge. An employee who elects not to utilize his/her accumulated sick time or who has no accumulated sick time shall receive the Workers' Compensation benefits as specified by law. An employee injured on the job and eligible for Workers' Compensation shall, in addition to Workers' Compensation benefits receive the difference between the Workers' Compensation benefits and his/her City salary as of the date of injury (excluding overtime), commencing the first day on which he/she is unable to work following the date of injury and continuing until the three hundredth and sixty-fifth (365th) day following such injury. Thereafter, only the Workers' Compensation benefits shall be paid and the additional benefits shall not be extended beyond the three hundredth and sixty-fifth (365th) day. During this period of time, the Employer may, with the doctor's permission, require the employee to perform such City work as said employee may be able to do. During this period of time, said employee's salary rate shall not be lower than the employee's

salary rate at the time of injury. Following the three hundredth and sixty-fifth (365th) day, the employee's health and ability to perform work for the City shall be reviewed. If the employee is able to return to his/her original position he/she shall do so. If the employee is not able to return to his/her position, but is able to perform work in another position or able to perform limited duty, he/she shall be offered that position of performing such limited duty and his/her pay shall be commensurate with the salary rate for the position. Employee will return as soon as reasonably possible after the injury and examination by City doctor.

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

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

ARTICLE XXXI  
INCOME PROTECTION DISABILITY

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

- A. Eligible - Full time permanent salaried employees not yet age 65. New employees covered on the first of the month following employment. All qualified employees must participate.
- B. Monthly benefits begin after 90 consecutive days of disability and will be sixty (60%) percent of salary up to \$1,500 (effective 7-1-99) benefit per month, exclusive of overtime or other pay additives.
- C. Monthly benefits for a period of two (2) years will be paid when employee is certified by a qualified physician as being unable to engage in regular City occupation due to sickness or accidental bodily injury. If employee is certified by a qualified physician as being unable to engage in any gainful occupation for which he/she is reasonably qualified

by training, education or experience, monthly income benefits will continue to be paid.

- D. Employee to pay fifty (50%) percent of premium costs. Deducted from paycheck.
- E. Employee's premium will be waived while on disability and the benefit will be reduced by all amounts which employee is entitled to under social security, Workers' Compensation and other government and Employer sponsored benefits -- police and fire personnel not covered by social security.
- F. Income Protection Disability shall be subject to the language of the insurance carrier's policy of insurance. All questions arising as to the coverage shall be governed by said policy of insurance. The City shall provide a copy of said policy of insurance to the Union as soon as it becomes available.
- G. Maximum Duration -- Sickness and accident to age 65.

ARTICLE XXXII  
VACATION LEAVE

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

- A. Employees with less than eight (8) years seniority shall receive fifteen (15) vacation days per year. Those employees who have from eight (8) to fourteen (14) years of seniority shall receive twenty-one (21) vacation days per year. Those employees with fifteen (15) years seniority or more shall receive twenty-five (25) vacation days per year.
- B. No seasonal, temporary or part-time employee is eligible for vacation leave.
- C. Employees shall receive credit for a month worked for every month in which they work or receive compensation for two-thirds (2/3) of the scheduled work days. Time lost by an employee by reason of absence without pay, or time otherwise not worked or paid for, shall not be considered in computing earned credits for vacation leave.
- D. A seasonal, temporary or part-time employee, who becomes a regular employee, shall accrue vacation

leave from the date he/she completes his/her probationary period retroactive to the start of such probationary period.

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

- E. Employees shall forfeit all rights to vacation time if not taken within the year following the year in which accrued; unless carried over with the written consent of the Chief.
- F. Vacation schedules shall be set up by the City so as to permit the continued operation of all City functions without interference; in some areas employment of temporary relief labor will be permitted for limited period of time so that continued efficient operation can be maintained. Employees shall be given preference according to bargaining unit seniority to select available vacation periods for their allowable vacations. Available schedules shall be posted prior to April 1 of each vacation year. After selections are approved, they shall be final except for emergencies.
- G. Vacation leave shall be scheduled in weekly periods. Vacation leave for periods of less than one (1) week will be allowed only when it is necessary for the good of the service or when the vacation credits earned in one (1) calendar year are less than one (1) week. Vacation leave may not be allowed at any time in advance of earned time. Scheduling of the third (3rd) week or more of vacation leave shall be at the discretion of the department head.
- H. Employees shall be entitled to vacation pay in any of the following instances:
  - 1. Any regular employee, who gives proper notice, ten (10) working days, regarding termination of his/her employment with the City, shall be entitled to his/her regular pay for any unused portion of vacation time, as of date of separation.
  - 2. Any regular employee, who is placed on indefinite layoff or separated from the City



for reasons other than disciplinary action, shall be paid his/her accrued and unused vacation time.

3. By mutual agreement between the City Manager and the employee, the employee may be paid for a portion of his/her vacation credits. Such agreement shall be reduced to writing.
- I. Employees shall not be entitled to accrued vacation pay if any of the following applies:
1. If an employee separates himself from the City by reason of absence without leave.
  2. If an employee fails to give at least ten (10) working days notice in advance of termination date.
- J. Sickness or Injury. Absence on account of sickness, injury, or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and within the discretion of the Chief, be charged against the employee's vacation leave allowance.
- K. Records. The Chief shall keep records of vacation leave allowances and shall schedule vacation leaves with particular regard to the seniority of employees, in accord with operating requirements and with the written request of the employees. The official record for vacation and sick leave are in the City Manager's Office.
- L. Separation from City Service. Employees separated from the City service shall be paid at their normal salary rate for their unused vacation.
- M. Vacation Call Back. In the event an employee is called back to work from his/her scheduled vacation, he/she will be compensated:
1. By returning to the employee, on a one (1) vacation day for one (1) vacation day ratio, those vacation days lost due to the call back, and,
  2. By paying him/her time and one-half (1-1/2) his/her regular pay rate for the hours worked.
  3. Ten (10) days, not to exceed ten (10) day payment.



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

ARTICLE XXXIII  
ADMINISTRATIVE LEAVE

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

ARTICLE XXXIV  
BULLETIN BOARDS

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

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

ARTICLE XXXV  
TEMPORARY ASSIGNMENTS

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

ARTICLE XXXVI  
TRAINING ASSIGNMENTS

36.1: Both the Employer and the Union recognize the value of on-the-job training. Such training is to be encouraged. Training assignments will be considered on the basis of seniority, job assignment and qualifications. During a training assignment, the employee being trained will always be supervised by a qualified

employee or a qualified supervisor. Under such supervisor, the employee being trained will continue to receive his/her current rate of pay. However, the ultimate decision for selection of the employee to be trained shall be made by the Chief of Police.

ARTICLE XXXVII  
JURY DUTY

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

ARTICLE XXXVIII  
LIFE INSURANCE

38.1: 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.

38.2: Upon retirement, the City will contribute to the full cost of providing term life insurance in the amount of five thousand dollars (\$5,000.00). Retirees will be allowed to continue life insurance coverage at their own expense at the group rate.

ARTICLE XXXIX  
HOSPITALIZATION INSURANCE

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

39.2: The City shall provide coverage equal to or better than that described as the Blue Cross/Blue Shield M75 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 increased from \$50.00 to \$100.00 and from \$100.00 to \$200.00 for those members with Blue Cross/Blue Shield.

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

39.4: The City will pay fifty (50%) percent of the premiums for the cost of a hospitalization program equal to that provided to regular employees to all those employees who retire subsequent to July 1, 1976, until Medicare, or a national health system in effect covers the retiree. However, for employees who retire after the execution date of this Agreement, the City will pay at least fifty (50%) percent of the premiums and these employees shall be granted

a freeze on the dollar amount of his/her portion of hospitalization insurance premiums, and any increase in said premiums which may be imposed after retirement shall be borne by the City.

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

ARTICLE XL  
PAY PERIOD

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

ARTICLE XLI  
CREDIT UNION

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

ARTICLE XLII  
BONDS

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

ARTICLE XLIII  
PAID FOR TIME

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

for any time spent in preparing for roll call or any other administrative duties.

ARTICLE XLIV  
EQUIPMENT ALLOWANCE

44.1: Each unit member shall receive an equipment allowance of one thousand dollars (\$1,000.00) per year to be paid annually on the first payday of September. This allowance shall serve as reimbursement for the purchase, maintenance, and replacement of any equipment as required by departmental rules and regulations.

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

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

ARTICLE XLV  
PROMOTIONS

- 45.1:
- A. Promotions shall be made on the basis of employees meeting the necessary requirements as specified and shall be subject to both written and oral examinations.
  - B. Written examination passing score shall be 70% (total weight 70 points).
  - C. Oral examination passing score shall be 70% (total weight 30 points).
  - D. Seniority credits of a maximum of 10 points computed at the rate of one/twenty-fourth (1/24) point per month of service shall be added to the combined written and oral points.

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

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

45.4: Vacancies.

- A. Whenever a promotional vacancy exists for which examinations are to be held, the Department Head shall notify the City Personnel Officer requesting the name of the person eligible for the promotion. The Personnel Officer shall certify the name of the person who is the highest on the eligible list. If more than one (1) vacancy is to be filled, additional names in sequence shall be certified for each additional vacancy.
- B. The appointing authority then shall appoint such persons to each vacancy.
- C. The City shall maintain promotional eligibility lists for lieutenant and sergeant positions as long as there is police officers who meet all the requirements of this Article.

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

45.6: Written Examinations and Oral Examinations.

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



45.7: Probationary Period.

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

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

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

ARTICLE XLVI  
PENSIONS

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

- A. PENSION MULTIPLIER. Effective upon ratification by both parties of the 7-1-98 through 6-30-01 COAM contract, the City of Inkster Policemen and Firemen Retirement System (hereinafter the retirement system) shall be amended to provide that any COAM member eligible for retirement under Section 18.3 of the retirement system shall, upon his/her own application, be retired and shall receive a pension equal to his/her final average compensation multiplied by two and seventy-five tenths (2.75%) percent, multiplied by his/her first twenty-five (25) years of pension service, plus his/her final average compensation multiplied by two and one-half percent (2.5%) of his/her pension service between twenty-five (25) and thirty (30) years, plus his/her final compensation multiplied by one



- percent (1%) of his/her pension service over thirty (30) years to his/her date of retirement. This improvement shall cover all current employees and all future retirees.
- B. Effective July 1, 1999, the pension plan shall be amended to provide for retirement after 25 years of service regardless of the age requirement.
- C. SPOUSE - DEPENDENT COVERAGE. Effective July 1, 1985, the retirement system shall be amended to provide that, upon a retiree's death, his/her designated spouse or child or children under the age of eighteen (18) as contingent pensioner shall receive a total of sixty percent (60%) of the pension the retiree was receiving at the time of his/her death. Should said retiree so die leaving no spouse, his/her child or children under the age of eighteen (18) years shall receive such pension, share and share alike. When any of such children attain the age of eighteen (18) years or shall die, the share of such child shall be paid to the remaining child or children under the age of eighteen (18) years, share and share alike, until the remaining child or children reach the age of eighteen (18) years respectively whereupon the pension shall cease. This improvement shall apply to all current employees and all future retirees.
- D. EMPLOYEE PENSION CONTRIBUTION. Effective November 8, 1996, all COAM members shall be granted a one percent (1%) reduction in their retirement system contributions, from seven percent (7%) to six percent (6%).
- E. Effective upon signing, March 16, 1992, the City of Inkster Policemen and Firemen Retirement System shall be amended to provide that any COAM member eligible to retire under Section 18.3(b) shall read new members and employee members whose services with either or both the fire and police force shall total twenty-five (25) years, provided that the amount of time spent in the United States Military, Naval or Marine Service by any fireman and policeman who leaves the force of which he/she is a member to enter such United States Service, and who returns to either force within six (6) months after an honorable discharge from United States Service, shall be counted as part of the aforesaid twenty-five years service.

- F. Effective upon signing, March 16, 1992, the City of Inkster Policemen and Firemen Retirement System shall be amended to provide that any COAM member eligible to retire shall under Section 18.1(i) read "Final Monthly Compensation" whatever used in this Chapter shall mean the average monthly pay of the best 36 consecutive months of pay as an employee member from the City (and/or Village of Inkster for employee members with less than 36 months service with the City) during the member's last 120 consecutive months of service with the City (and/or Village of Inkster for members with less than 120 months service with the City). Effective with the signing of the July 1, 1999 to June 30, 2001 contract, an approved period of workers' compensation will not be considered as a break in consecutive months of pay to determine the best consecutive 36 months of pay. In the event an employee member has less than 36 months service with the City and/or Village of Inkster at his/her date of disability retirement or death, "Final Monthly Compensation: shall mean his/her average monthly pay during his/her entire period of continuous service." Effective upon issuance of the arbitration award, final monthly compensation shall also include leave, including sick leave, which has been part of annual compensation, with the provision that final monthly compensation as computed for retirement purposes shall exclude the final sick leave payout.
- G. Employee shall be 100% vested in the Pension plan after ten (10) years of service.
- H. "LIVE IN SIN" PENSION CLAUSE. This will confirm the agreement between City of Inkster and the Inkster Police Lieutenants' and Sergeants' Union that, as of July 1, 1990, a spouse of a deceased retiree, who was collecting 60% of the pension to which the retiree was entitled, will continue to collect that amount of pension, regardless of any change in marital status.

ARTICLE XLVII  
UNIFORMS, AUTOMOBILES AND EQUIPMENT

47.1: The Employer agrees to recognize as a permanent advisory board, the Uniform Board. The Board will be composed of two (2) representatives from each of the two (2) units recognized in the Inkster Police Department. These members shall be appointed by their various units. The members shall elect at each meeting a

chairman. The Board, by majority vote, will advise the Chief of Police in matters concerning the type, style and wearing of the police uniform. The Police Department will consult with the Uniform Board prior to making any changes in the type, style, and wearing of the police uniform except during emergencies. Meetings of this committee will be scheduled as the need arises, based on requests on proposed changes by the committee members or at the request of the Department. It is understood by both parties of this Agreement that this Board is advisory only and the final decision in all cases rests with the Police Chief.

ARTICLE XLVIII  
BARGAINING COMMITTEE

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

ARTICLE XLIX  
SHIFT ASSIGNMENTS AND RESPONSIBILITIES

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

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

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

49.4: At no time will the Employer direct or require a member of this bargaining unit to perform the duties as a police command officer, under the definition of police officer as defined by Michigan Statutes, while not equipped with a firearm or other tools

or instruments required to effectively carry out his/her duties as a police command officer.

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

ARTICLE L  
RESIDENCY

50.1: All persons covered by the terms of this Agreement must, as a condition of continued employment, live and maintain residency within Wayne County, Michigan; except that to the east of the City of Inkster, north of where I-75 intersects Fort Street in Detroit, I-75 shall be the east boundary for purposes of the residency requirement.

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

ARTICLE LI  
CLASSIFICATION AND PAY PLAN

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

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

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



assignment, he/she shall revert to the pay grade and step of his/her permanent classification.

51.4: The City has the right to establish, reclassify, change, combine or discontinue job classifications, prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications subject to negotiations with the Union. Failure to agree, the matter shall become a proper subject for the grievance procedure and arbitration. Whenever new classifications are created, wage rates will be negotiated at a special conference with the Union, if requested by the Union. Reclassifications shall not be used for the purpose of avoiding restrictions surrounding promotions and demotions. The Union may challenge the accuracy of any reclassification or modification of existing job classifications through the grievance procedure. The procedures to be followed in maintaining, modifying and amending the classification plan are as prescribed in the Civil Service Personnel Rules or the City of Inkster, specifically Rule VII. An employee occupying a position which has been reallocated should continue in the position only if he/she possesses the qualifications of training and experience required for the position.

51.5: Pay Plan.

	<u>7-1-98</u>	<u>Rate</u>	<u>7-1-99</u>	<u>Rate</u>	<u>7-1-00</u>	<u>Rate</u>
Sergeant	\$44,827	\$21.55	\$47,068	\$22.63	\$48,951	\$23.53
Lieutenant	\$47,869	\$23.01	\$50,262	\$24.16	\$52,272	\$25.13

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

ARTICLE LII  
EDUCATION ALLOWANCE

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

ARTICLE LIII  
DURATION

53.1: This Agreement shall become effective as of the 1st day of July, 1998 and the terms and provisions thereof shall remain in full force and effect until the thirtieth (30th) day of June, 2001,

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 intent to amend, modify, or terminate this Agreement shall be in writing and shall be sufficient if sent by certified registered mail addressed to the Union, Command Officers Association of Michigan, 27056 Joy Road, Redford, MI 48239, or to any such address as the Union or the City may make available to each other.

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

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

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

COMMAND OFFICERS ASSOCIATION  
OF MICHIGAN

CITY OF INKSTER

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

\_\_\_\_\_  
Robert Gordon  
City Manager

INKSTER COMMAND OFFICERS  
ASSOCIATION

\_\_\_\_\_  
James Horne  
President



MEMORANDUM

TO:

FROM: C.O.A.M.

SUBJECT: GRIEVANCE

DATE:

THE ATTACHED GRIEVANCE IS SUBMITTED PER:

STEP 1

STEP 2

STEP 3

STEP 4

**LETTER OF UNDERSTANDING BETWEEN THE  
CITY OF INKSTER  
AND THE  
INKSTER COAM ASSOCIATION**

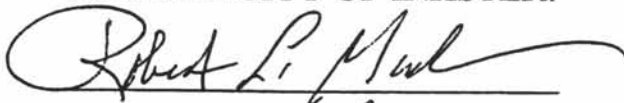
This Letter of Understanding is between the City of Inkster, hereinafter "City" and the Inkster COAM Association, hereinafter, "Association".

Effective July 1, 1999, Inkster must provide any former member of the Association promoted to the position(s) of Police Chief and/or Deputy Police Chief who, (1) is eligible to receive retirement system benefits and, who has participated in the Police and Fireman Retirement System of the City of Inkster; and (2) who has previously retired or who will retire from the Inkster Police Department, with benefits which are equal, as modified by the collective bargaining agreement, or prior collective bargaining agreements, to those benefits which are afforded to members of the Association at the time of their retirement.

The parties represent that no promise, inducement or agreement not expressed in this Letter of Understanding has been made; that this Letter of Understanding constitutes the entire agreement between the parties; and that under no condition has the Association undertaken any duty to provide retirement benefits to the position of Police Chief and/or Deputy Police Chief or to take any action to ensure that the benefits are provided to the Police Chief and/or Deputy Police Chief.

It is further understood and agreed that this Letter of Understanding shall be incorporated into the collective bargaining agreement between the City and Association which agreement becomes effective on July 1, 1999.

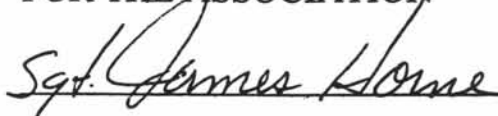
FOR THE CITY OF INKSTER:



DATE

6/5/00

FOR THE ASSOCIATION



DATE

6-5-00