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AGREEMENT

BETWEEN

THE CITY OF INKSTER

AND

TEAMSTERS LOCAL 214

FOR THE UNIT OF SERGEANTS AND LIEUTENANTS

EFFECTIVE

JULY 1, 1986 THROUGH JUNE 30, 1989

Inkster, City of

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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 Teamsters Local 214, hereinafter referred to as the "Union".

ARTICLE I - PURPOSE AND INTENT

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

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.

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

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

No persons employed by the City nor applicants for City employment shall be discriminated against because of race, religion, 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

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

a) 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.

b) 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 (b) of this Article unless:

- 1) The Union first has notified the employee by registered letter, explaining that he 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 that unless such dues or service charge is tendered within thirty (30) calendar days, he will be reported to the City for termination as provided in this Article, and,

ARTICLE VI - UNION DUES OR SERVICE CHARGED (continued)

d) 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

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 2. 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.

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 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

a) 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.

b) 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.

c) 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.

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

ARTICLE IX - MANAGEMENT RIGHTS AND RESPONSIBILITIES

a) 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.

b) 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.

c) 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.

ARTICLE IX - MANAGEMENT RIGHTS AND RESPONSIBILITIES (continued)

d) 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.

e) Discipline and Discharge.

The Employer reserves the right to discipline and discharge for just cause.

f) 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.

ARTICLE IX - MANAGEMENT RIGHTS AND RESPONSIBILITIES (continued)

- 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.

ARTICLE IX - MANAGEMENT RIGHTS AND RESPONSIBILITIES (continued)

- 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 supplements 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 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.

ARTICLE IX - MANAGEMENT RIGHTS AND RESPONSIBILITIES (continued)

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 sub-contracting 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 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

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 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

- a) 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.
- b) The Union representative may meet at a place designated by management, on management's property, for a period not to exceed one-half ($\frac{1}{2}$) hour immediately preceding a meeting for which a written request has been made.
- c) Employee representatives of the Union at special meetings will be paid by management for time spent in special meetings but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in special meetings shall be considered as hours worked to the extent of the regular work schedule hours which they otherwise would have worked.

ARTICLE XII - NO STRIKE CLAUSE

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

ARTICLE XIII - CITY AND DEPARTMENTAL RULES

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

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

ARTICLE XIV - GRIEVANCE PROCEDURE

a) Purpose.

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

b) Informal Resolution.

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

c) 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.

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

e) Grievances shall be processed according to the following procedure:

STEP 1.

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

STEP 2.

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

ARTICLE XIV - GRIEVANCE PROCEDURE (continued)

STEP 3.

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

STEP 4.

If the Union believes that the matter should be carried forward, it must within ten (10) calendar days of the City Manager's answer refer the matter to the American Arbitration Association.

Said arbitrator shall be selected in the following manner:

The American Arbitration shall submit to the Union and the Employer a list of five (5) arbitrators and both parties shall select three (3) of the names contained on said list of five (5) as their selections. From the selections as submitted to the Association, they shall select the arbitrator who shall determine the dispute.

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

f) Cost of Arbitrator.

If a grievance is submitted to an arbitrator, the City and the Union shall each pay one-half ($\frac{1}{2}$) of the arbitrator's fee.

g) Power of Arbitrator.

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

h) Time Limitations.

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

ARTICLE XIV - GRIEVANCE PROCEDURE (continued)

i) Grievance Form.

The Union shall furnish grievance forms. This form shall be used in filing a grievance. One (1) copy of the form shall be the property of the employee filing the grievance.

ARTICLE XV - DISCHARGE AND DISCIPLINE

a) Notice of Discharge or Discipline.

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

b) Charges and Specifications.

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

c) Power of Discharge and Discipline.

As set forth in Chapter 6 of the Inkster Charter, the City Manager has the duty to direct, supervise and coordinate the work of the Police Department and the Chief of Police, who is directly responsible to the City Manager, is in immediate charge of the Police Department. In accordance with these provisions, the members of this bargaining unit shall only be bound by the disciplinary actions of the City Manager, Police Chief, and his subordinates.

d) Specific Sections.

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

ARTICLE XV - DISCHARGE AND DISCIPLINE (continued)

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

e) Statements.

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

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

f) Representation.

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

g) Past Infractions.

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

h) Oral Reprimand.

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

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

ARTICLE XV - DISCHARGE AND DISCIPLINE (continued)

j) Inactivation.

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

k) Suspension.

In the event a member is suspended, he shall be taken off the payroll and shall turn in his departmental equipment. Suspension shall be used by the department only for discipline or for awaiting criminal trial implementation and decision. In the event a member is exonerated of the charges causing the suspension, he/she shall be reinstated and compensated for all back wages and benefits lost due to the suspension. Health insurance and life insurance shall be maintained by the Employer for a suspended member for the first thirty (30) days of suspension. Except when there is a criminal prosecution authorized by a prosecutor or city attorney, a suspension shall not last more than thirty (30) days.

l) Reassignment.

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

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

m) Special Inactivation.

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

ARTICLE XVI - SENIORITY

a) Representation of Employees.

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

b) Seniority and Seniority Lists.

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

c) Loss of Seniority.

An employee shall lose his seniority for the following reasons only:

- 1) He quits City employment.
- 2) He is discharged and the discharge is not reversed through the procedure set forth as in this Agreement.
- 3) He is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions may be made with the consent of the Employer. After such absence, the Employer will send written notification to the employee at his last known address that he has been terminated. If the disposition made of any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.
- 4) If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made with the consent of the Employer.
- 5) Failure to return from sick leave and leaves of absence will be treated the same as 3 above.

ARTICLE XVI - SENIORITY (continued)

6) He retires.

d) Seniority of Steward.

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

e) Layoffs.

1) Permanent Employees.

The Employer may layoff a permanent employee when he deems it necessary, by reason of shortage of work or funds, the abolition of the position, material change in the departmental organization, or for other realted reasons which are outside the employee's control and which do not reflect discredit upon the services of the employee. The duties performed by any employee laid off may be reassigned within reason to other employees already working who hold position in appropriate classes.

2) Order of Layoff.

Layoff of employees shall be made first by inverse order of their seniority within a position classification. Further, bumping downward, by seniority, will be allowed, including into the police officer ranks.

3) Notice of Layoff.

The Chief shall give written notice to the Director of Personnel and to the employees and Union on any proposed layoff. Such notice shall state the reasons therefore, and shall be submitted at least one (1) week before the effective date thereof.

f) Recall Procedure.

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

ARTICLE XVII - TRANSFERS

a) Transfer of Employees.

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

ARTICLE XVIII - COMPUTATION OF BACK WAGES

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

ARTICLE XIX - VETERANS

a) Reinstatement of Seniority Employees.

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

b) Probationary Employees.

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

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

ARTICLE XX - SICK LEAVE

Sick leave shall not be considered a privilege which an employee may use at his discretion but shall be allowed only in case of necessity and actual sickness or disability of the employee. Sick leave for all Union members shall be accrued and granted as follows:

- a) The amount of sick leave credit shall not exceed one (1) day per month nor twelve (12) days per year for each employee. The accumulation of sick leave credit shall not exceed two hundred (200) days for any employee. Vacation leave and paid holidays shall be considered as days worked for accumulation of sick leave credits. Sick leave shall be computed from the first full working day of the employee.
- b) The amount of sick leave used by an employee shall be equal to the number of regularly scheduled hours he 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 credit shall be converted to hours that would have been earned on the new work week schedule.
- c) A certification of illness or injury from a physician of the City Manager's choosing may be required by the City Manager as evidence of illness or disability before compensation for the period of illness or disability is allowed, and shall be mandatory if the illness or disability exceeds three (3) consecutive working days. Abuse of the sick leave privilege or falsification of illness or disability will result in disciplinary action up to and including discharge.
- d) Sick leave credits will not be allowed when absence is due to the illegal use of narcotics or intoxicants, willfull misconduct or any illness or injury incurred while self-employed or employed by other than the City.
- e) Any employee who becomes ill and unable to report for work, must, unless circumstances beyond the control of the employee prevents such reporting, notify the supervisor on duty within one (1) hour before the starting time of his particular shift on the first day of his absence and daily thereafter, if not hospitalized, or sick leave pay will not be allowed and the employee shall be considered absent without leave.
- f) If the employee so elects, after all accrued sick leave is used, vacation leave may be used and payment made therefore to the extent of vacation leave accrued to which employee is entitled as of such date.

ARTICLE XX - SICK LEAVE (continued)

- 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 two (2) years. 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) Upon 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 fifty (50%) percent of his accumulated sick time, but not to exceed one hundred (100) 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.
- i) Legal Holidays, etc. Employees absent from work on legal holidays, during sick leave, during vacation, while on Workers' Compensation, or on special leave of absence with pay, shall continue to accumulate sick leave at the regularly prescribed rate during such absences as though they were employed, subject to the maximum limitation herein provided.
- j) Contagious Diseases. An employee eligible for sick leave with pay may use such sick leave, upon approval of the division or unit commander, for absence due to exposure to contagious diseases which could be communicated to other employees, and due to illness in employee's immediate family, which is limited to husbands, wives, children, and parents.
- k) Physical examinations will be available at City expense for protection under the Heart and Lung Bill.
- l) Contagious/Communicable diseases shall not be deemed duty connected outright, however, if the employee believes he has been exposed to communicable or contagious disease during duty hours, he shall notify the Employer when he becomes aware of the possibility that contact has been made.

ARTICLE XX - SICK LEAVE (continued)

- m) When an employee finds it necessary to be absent for sickness, he should cause the facts to be reported to the Police Department one (1) hour before his regular starting time or sooner, if possible, on the first working day of absence and shall regularly report, unless hospitalized or confined by a doctor, during each work day thereafter. Sick leave shall not be granted unless the report has been made. Employees reporting sick may be visited by some designated superior officer at the discretion of the division command for the purpose of verifying confinement or illness of the officer.
- n) Bonus Days. Employees who use no more than five (5) days sick leave and/or leave without pay per fiscal year shall be given three (3) days additional vacation leave with pay. Such bonus days may be used to extend vacations or as personal leave days. When used for personal leave, the Employer shall receive at least forty-eight (48) hours written notice. Such bonus vacation days may not be accumulated beyond the year in which they are awarded.

ARTICLE XXI - PERSONAL LEAVE DAYS

Each employee is granted five (5) personal leave days which bears no relation to sick leave usage. These days may accumulate to vacation days. When used the Employer shall receive forty-eight (48) hours written notice.

ARTICLE XXII - GUN ALLOWANCE

Effective on July 1, 1987, gun allowance shall be eliminated. The gun allowance paid on July 1, 1987 to any employee shall be recouped by the City and shall be deducted from any retroactive pay that is due to the employee as a result of this Contract.

ARTICLE XXIII - WORK SCHEDULE AND OVERTIME

- a) Overtime.

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

ARTICLE XXIII - WORK SCHEDULE AND OVERTIME (continued)

b) Computation of Benefits.

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

c) Coffee Breaks and Lunch Breaks.

Coffee breaks and lunch breaks shall continue as in the past.

ARTICLE XXIV - CALL BACKS

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

b) Leave days and work schedule not to be changed, switched, or re-scheduled to avoid paying time and one-half (1½).

c) 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.

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

ARTICLE XXV - COURT TIME PAY

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 (1½).

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.

ARTICLE XXV - COURT TIME PAY (continued)

- c) Any employee subpoenaed into Court or any other hearings; preceding or following his shift, and as approved by the Chief of Police or his designee, shall be paid at his regular rate of pay during his shift; and if required to stay beyond or continue into his regular shift, shall be paid at time and one-half (1½). Furthermore, time shall be computed from when the employee checks into the station upon arrival and when he checks back upon his return.

ARTICLE XXVI - LONGEVITY PAY

- a) 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:
 - 1) Seventy-five (\$75.00) dollars for three (3) years service to be paid in the third (3rd) year on the employee's anniversary date.
 - 2) An additional twenty (\$20.00) dollars per year for four (4) to five (5) years of service.
 - 3) An additional twenty-five (\$25.00) dollars per year for six to ten (10) years of service.
 - 4) 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.
- b) The above longevity pay will be paid once a year on the employee's anniversary date.
- c) Longevity pay will be on a pro-rated basis for employees who retire or leave the City's employment.

ARTICLE XXVII - LEAVE OF ABSENCE

a) 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:

- 1) 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.
- 2) Paying for tuition and required textbooks for three (3) courses per semester or term, as hereinafter set forth.
- 3) 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 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 tuitions 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.

b) 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.

ARTICLE XXVII - LEAVE OF ABSENCE (continued)

c) 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.

d) 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.

e) 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 request, a leave of absence without pay not to exceed two (2) years.

f) Family Illness.

If a permanent employee has prolonged illness in his 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 own fringe benefits.

g) 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 converence and/or convention. Such time off may be deducted from the employee's sick leave or vacation leave bank.

ARTICLE XXVIII - EMERGENCY AND FUNERAL LEAVE

- a) In the case of serious illness in his 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.
- b) "Immediate Family;" as applied to Section (a), is defined as wife, husband, child, brother, sister, parent, and parent-in-law.

ARTICLE XXVIII - EMERGENCY AND FUNERAL LEAVE (continued)

- c) 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.
- d) 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.
- e) "Immediate Family", as applied to Section (d) 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.
- f) Should a death in his immediate family occur while an employee is on a scheduled vacation leave, he shall be eligible to receive these benefits provided that he notifies the City prior to the date of the funeral.
- g) If death occurs to other relatives of an employee, not stated above, one (1) day 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.

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

ARTICLE XXIX - MATERNITY LEAVE

- a) 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.
- b) 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.
- c) 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 XXX - HOLIDAY PROVISIONS

- a) Each employee shall receive compensation for thirteen (13) holidays at their normal rate of pay in lieu of holiday time off.
- b) 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	
- c) Holiday pay for employees to be paid in accordance with paragraphs (a) and (b) 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 XXXI - WORKERS' COMPENSATION

a) 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 accumulated sick time. If the employee uses his accumulated sick time, he shall receive full salary and he may return his 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 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 City salary as of the date of injury, (excluding overtime), commencing the first day on which he 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 the 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 original position he shall do so. If the employee is not able to return to his position, but is able to perform work in another position or able to perform limited duty, he shall be offered that position of performing such limited duty and his 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.

b) Job Related.

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

ARTICLE XXXI - WORKERS' COMPENSATION (continued)

c) Non-Job Related.

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

ARTICLE XXXII - INCOME PROTECTION DISABILITY

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 \$1,000 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 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.

ARTICLE XXXII - INCOME PROTECTION DISABILITY (continued)

- (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 XXXIII - VACATION LEAVE

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 completes his 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.

ARTICLE XXXIII - VACATION LEAVE (continued)

- 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 employment with the City, shall be entitled to his 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 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 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.

ARTICLE XXXIII - VACATION LEAVE (continued)

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 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 scheduled vacation, he 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 time and one half (1½) his 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 is to be on vacation for two (2) weeks or longer, he 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 check two (2) weeks before leaving, if he desires to receive it in advance.

ARTICLE XXXIV - ADMINISTRATIVE LEAVE

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 XXXV - BULLETIN BOARDS

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 XXXVI - TEMPORARY ASSIGNMENTS

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 XXXVII- TRAINING ASSIGNMENTS

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 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 XXXVIII - JURY DUTY

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

ARTICLE XXXIX - LIFE INSURANCE

- a) 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.
- b) 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 done by the employee with the City assuming no responsibilities for such conversion.

ARTICLE XL - HOSPITALIZATION INSURANCE

- a) The City will provide hospitalization insurance for the employee and his family.
- b) 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.
- c) The hospitalization plan shall provide coverage for the employee, spouse, and children eighteen (18) years and under.
- d) 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.
- e) 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 "b" above with any City selected plan.

ARTICLE XLI - PAY PERIOD

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 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 XLII - CREDIT UNION

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

ARTICLE XLIII - BONDS

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 XLIV - PAID FOR TIME

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 is effectively released from duty, except for the fifteen (15) minute roll call period. Effective on March 1, 1988 each employee shall receive an administrative preparation time allowance of two hundred dollars (\$200.00) per year paid in cash on an annual basis on the nearest pay period closest to 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 XLV - EQUIPMENT ALLOWANCE

Each unit member shall receive an equipment allowance of Five Hundred Fifty Dollars (\$550.00) per year paid in cash on an annual basis September 1st of each year. 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 employment during the fiscal year, and after he has received an equipment allowance for that fiscal year, he shall return his unearned pro-rated share of his allowance.
- c) Employees shall not be paid an equipment allowance for any period of duty disability leave which exceeds twelve (12) months duration.

ARTICLE XLVI - PROMOTIONS

a)

- 1) 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.
- 2) Written examination passing score shall be 70% (total weight 70 points).
- 3) Oral examination passing score shall be 70% (total weight 30 points).
- 4) 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.

b) Requirements for Promotion to Rank of Lieutenant.

- 1) 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.

c) Promotions in an Acting Capacity.

- 1) 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.

d) Vacancies.

- 1) 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.
- 2) The appointing authority then shall appoint such persons to each vacancy.

ARTICLE XLVI - PROMOTIONS (continued)

e) Announcements of Promotional Examinations and Vacancies.

- 1) 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.

f) Written Examinations and Oral Examinations.

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

g) Probationary Period.

- 1) Employees promoted to the rank of Sergeant or Lieutenant shall serve a one (1) year probation period, at the end of which time he shall either revert to the position which he 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.)
- 2) 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 previous appointment if the Manager 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, and may subsequently be subject to the grievance procedure.

ARTICLE XLVII - PENSIONS

The present pension plan shall remain in effect with the following changes effective July 1, 1985:

- 1) PENSION MULTIPLIER. Effective July 1, 1985, the City of Inkster Policemen and Firemen Retirement System (hereinafter the Retirement System) shall be amended to provide that any Local 214 I.P.S.L.A. member eligible for retirement under Section 18.3 of the Retirement System shall, upon his own application, be retired and shall receive a pension equal to his final average compensation multiplied by two percent (.02), multiplied by his number of years and fraction of a year of service, by quarters, to age 55; plus his final average compensation multiplied by one percent (.01), multiplied by his number of years and a fraction of a year of service, by quarters, after age 55 to his date of retirement. This improvement shall cover all current employees and all future retirees. Provided, however, that, should a current employee elect to retire prior to July 1, 1985, his pension shall be calculated under the current Retirement System, but shall be recalculated on July 1, 1985, and he shall receive the improved pension effective July 1, 1985.
- 2) 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 death. For any individual who becomes eligible for contingent pension benefits under the Retirement System between the date of this Agreement and July 1, 1985, the current retirement provisions shall apply, and the pension shall be recalculated on July 1, 1985 pursuant to Paragraph 3 above, and the contingent pensioner shall receive the improved pension benefit effective July 1, 1985. This improvement shall apply to all current employees and all future retirees.
- 3) EMPLOYEE PENSION CONTRIBUTION. Effective July 1, 1985, all Local 214 I.P.S.L.A. members shall be granted a one percent (1%) reduction in their Retirement System contributions, from seven percent (7%) to six percent (6%).
- 4) VESTING. Effective July 1, 1988, all UNION members shall adhere to the following vesting schedule:
 - a) Ten (10) years of continuous service, vested at fifty (50%) percent.

ARTICLE XLVII - PENSIONS (continued)

- b) Twelve (12) years of continuous service, vested at sixty (60%) percent.
- c) Fourteen (14) years of continuous service, vested at seventy (70%) percent.
- d) Sixteen (16) years of continuous service, vested at eighty (80%) percent.
- e) Eighteen (18) years of continuous service, vested at ninety (90%) percent.
- f) Twenty (20) years of continuous service, vested at one hundred (100%) percent.

ARTICLE XLVIII - UNIFORMS, AUTOMOBILES AND EQUIPMENT

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 XLIX - BARGAINING COMMITTEE

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 particular shift as if he worked.

ARTICLE L - SHIFT ASSIGNMENTS AND RESPONSIBILITIES

- a) 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.
- b) 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 as a Command Officer.
- c) 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.
- d) 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 duties as a police command officer.

ARTICLE LI - RESIDENCY

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.

ARTICLE LII - CLASSIFICATION AND PAY PLAN

- a) City employees covered by this Contract are assigned to classification titles and pay grades.
- b) 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.

ARTICLE LII - CLASSIFICATION AND PAY PLAN (continued)

- c) 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 permanent classification pay grade. When he is relieved of his assignment, he shall revert to the pay grade and step of his permanent classification.
- d) 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 possesses the qualifications of training and experience required for the position.

e) Pay Plan.

	<u>7-1-86</u>	<u>7-1-87</u>	<u>7-1-88</u>
Sergeant	\$31,675	\$31,675	\$33,875
Lieutenant	33,825	\$33,825	\$36,175

- f) Effective on July 1, 1988, the City agrees to pay six (6¢) cents per hour per union member towards dental coverage.

ARTICLE LIII - DURATION

This Agreement shall become effective as of the 1st day of July, 1986, and the terms and provisions thereof shall remain in full force and effect until the thirtieth (30th) day of June, 1989, 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, Teamsters Local 214, 2825 Trumbull Avenue, Detroit, Michigan, 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.

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

CITY OF INKSTER

TEAMSTERS LOCAL 214

James D. Daulton
Mayor

James G. Kelly 5/16/88

Wesley S. Oden
City Clerk

Robert H. Lewis

David Quoshnie

Dated: August 24, 1988

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