

INKSTER CITY COUNCIL

August 6, 2018
26215 Trowbridge, Inkster, MI 48141
(313) 563-4232 www.cityofinkster.com

Mayor – Byron Nolen
Mayor Pro Tem – Timothy Williams, District I

Council Members:

Clarence Oden, Jr., District II
Sandra K. Watley., District III
Steven Chisholm, District IV
Kim Howard, District V
Connie R. Mitchell, District VI

FELICIA RUTLEDGE
CITY CLERK

BYRON NOLEN
MAYOR

TREASURER
DARIN CARRINGTON

DAVID JONES
CITY ATTORNEY

Council may be addressed during the Regular Meeting by filling out the Public Participation Form. Address Council as a whole through the Mayor. Please state your name and your address for the record prior to providing your comments. Comments are limited to three (3) minutes.

Council Orientation Agenda – 6:00 PM

1. Call to Order
2. Discussion
 - A. Agenda Discussion
 - B. Light Presentation – Tom Pappas

Public Participation (limit to 3 minutes)

3. CLOSED SESSION – Council may enter into Closed Session to discuss contract negotiations, purchase or lease of real property and/or pending litigation in accordance with MCL 15.268 (a), (c), (d), (e) and/or (f).
4. Adjournment

August 6, 2018

Regular City Council Agenda – 7:00 PM

1. Call Meeting to Order

- A. Pledge of Allegiance
- B. Roll Call

2. Approval of Agenda

3. Presentations/Discussion

4. Public Hearing

5. Consent Agenda

A. July 16, 2018 Regular City Council Meeting Minutes

B. July 23, 2018 Special Meeting Minutes.

Pg.1

C. Allen Brother's & Attorney's PLLC. Invoice \$14,905.00

Pg.5

6. Boards and Commissions

A. Update of current list of appointments to Boards & Commissions. **Pg.6**

7. Previous Business

8. Ordinance(s)

A. First Reading(s)

B. Second Reading(s)

9. New Business

A. Discussion/Action: (Felicia Rutledge) Consider approving the request for street closure of Bayhan Street between S of Kean and Trowbridge Streets August 7, 2018 for the Police Departments National Night Out from 3:00 p.m. until 9:30 p.m **Pg.14**

B. Discussion/Action: (Felicia Rutledge) Consider approving the request for street closure of Moore Street between Beechnut and Chestnut August 25, 2018 for a

Block Party from 10:00 a.m. until 10:00 p.m. (the applicant is Anthony Booker)

Pg.22

- C. Discussion/Action: (Adrianna Jordan) Council to consider a Resolution to implement the recommendations of the Michigan Economic Development Corporation's (MEDC) Redevelopment Ready Communities (RRC) program assessment report, and continue towards certification. **Pg.29**
- D. Discussion/Action: (Jerome Bivins) Consider authorizing Administration to accept the change order been present before this body for the repair sewer line Work been performed behind the houses on Middlebelt between Andover and Pine Street that was approve by this body at June 4, 2018 Council meeting. The original amount of the project is \$166,500.00 plus a 15% contingency of \$24,975.00, for a total of \$191,475.00. The change order request is for an additional \$75, 00.00 due to unforeseen issue that have arisen from this project. The new cost would be \$241,500.00 with the contingency cost remain the same \$24,975.00 the total cost for the project is \$266,475.00. **Pg.33**
- E. Discussion/Action: (Gina Clark) Consideration and approval to implement and update changes in the Personnel Policy Manual. **Pg.37**
- F. Discussion/Action: (Gina Clark) Settle contract agreement between the City of Inkster and the Teamsters, Local 214 Inkster Police Officers Union CBA. (Effective August 1, 2018 through June 30, 2020) **Pg.96**
- G. Discussion/Action: (Gina Clark) Settle contract agreement between the City of Inkster and (COAM) Command Officers Association of Michigan. (Effective August 1, 2018 through June 30, 2020) **Pg.138**
- H. Discussion/Action: (Sharde Fleming) Consider to enter into agreements with City approved developers/participants to collaborate in a reinvestment program through acquisition/redevelopment of tax-foreclosed, single-family residential structures and selected commercial or vacant properties. **Pg.194**

10. Public Participation (limit to 3 minutes)

11. City Clerk

12. City Treasurer

13. Mayor and Council Communication

14. Closed Session

Council may enter into Closed Session to discuss contract negotiations, purchase or lease of real property and/or pending litigation in accordance with MCL 15.268 (a), (c), (d), (e) and/or (f).

15. Adjournment

Felicia Rutledge
City Clerk

July 16, 2018
Regular City Council Meeting – 7:00 PM

The regular meeting of the Council of the City of Inkster, Wayne County, Michigan convened in the Council Chambers, 26215 Trowbridge, on Monday, July 16, 2018.

Prior to the Regular Council Meeting: City Council members discussed:

A. Agenda Discussion

**Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden to recess the
the orientation at 6:28 p.m.**

Call Meeting to Order

Mayor Nolen called the meeting to order at 7:00 p.m.

Pledge of Allegiance

City Council and the public in attendance pledged allegiance to the flag of the United States of America.

Prayer

Prayer was led by Reverend George Williams

Roll Call

Mayor Nolen	Present	Councilwoman Howard	Present
Councilwoman Watley	Present	Mayor Pro-Tem Williams	Present
Councilman Oden	Present	Councilman Chisholm	Present
Councilwoman Mitchell	Present		

Approval of Agenda

**Moved by Councilmember Chisholm, Seconded by Councilmember Oden
to approve the agenda.**

7-18-144R - Motion carried.

Presentations/Discussion

- A. Former Mayor William "Bill" Daniels Proclamation – Byron Nolen, Mayor
- B. Redevelopment Ready Community Presentation – Brett Hanlon
- C. H & H Metals Sponsorship Presentation – William Riley, Chief of Police
- D. Introduction of Officer Klink – William Riley, Chief of Police
- E. Trash Update – Byron Nolen, Mayor

Public Hearings

- A. First Reading(s)
- B. Second Reading(s)

New Business

- A. Discussion/Action (City Council) Consideration and approval for Suite B Provisionary Center to appeal the revocation of the Medical Marijuana License for Suite B.

**Moved by Councilmember Watley, Seconded by Councilmember Chisholm to approve to uphold the Clerk's revocation of the Medical Marijuana License for Suite B Provisionary Center.
Resolution 7-18-154SP – Motion carried.**

Public Participation

- **Pete Cimeot** – Stated he is an owner of Suite B. He stated he has worked to establish the business his whole life. He further stated he has buildings that are just sitting. He stated he had audio recordings.
- **Rev. George Williams** - Stated that Patrick Wimberly started the Medical Marijuana movement in the City of Inkster. He stated that city council needs to reconsider giving Suite B back their Provisionary license.

City Clerk

City Treasurer

Mayor and Council

Closed Session

Adjournment

There being no further business to come before Council, on a motion duly made By Councilmember Watley, Seconded by Councilmember Oden and carried, the Special Council meeting of July 23, 2018, was adjourned at 7:07 p.m.



Felicia Rutledge, City Clerk
City of Inkster

July 23, 2018

Special City Council Meeting – 5:00 PM

Call Meeting to Order

Mayor Nolen called the meeting to order at 5:05 p.m.

Pledge of Allegiance

City Council and the public in attendance pledged allegiance to the flag of the United States of America.

Prayer

Prayer was led by Father Clifton

Roll Call

Mayor Nolen	Present	Councilwoman Howard	Present
Councilwoman Watley	Present	Mayor Pro-Tem Williams	Present
Councilman Oden	Present	Councilman Chisholm	Present
Councilwoman Mitchell	Absent		

Approval of Agenda

Moved by Councilmember Chisholm, Seconded by Mayor Pro-Tem Williams to approve the agenda.
7-18-151SP - Motion carried.

Presentations/Discussion

Public Hearings

Moved by Councilmember Howard, Seconded by Mayor Pro-Tem Williams to OPEN the public hearing for Suite B Provisionary center.
Resolution 7-18-152SP – Motion carried.

Moved by Councilmember Watley, Seconded by Mayor Pro-Tem Williams to CLOSE the public hearing for Suite B Provisionary center.
Resolution 7-18-153SP – Motion carried.

Consent Agenda

Boards and Commission

A. Update of current list of appointments to Boards & Commissions.

Previous Business

Ordinance(s)

Consent Agenda

A. July 16, 2018 Regular City Council Meeting Minutes.

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden to approve the consent agenda.

Resolution 7-18-145R – Motion carried.

Boards and Commission

A. Update of current list of appointments to Boards & Commissions.

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden to reappoint Toni Bailey to the Beautification Committee.

Resolution 7-18-146R – Motion carried.

Previous Business

Ordinance(s)

A. First Reading(s)

B. Second Reading(s)

New Business

A. Discussion/Action (Felicia Rutledge) Consideration and approval for street closure of Florence Street between Sylvia and Princess Streets July 28, 2018 for a Block Party from 11:00 a.m. until 10:00 p.m. for an Old School Block Party (with a rain date of August 4, 2018) (the applicant is Donna Lawrence)

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden to approve a street closure of Florence Street between Sylvia and Princess Streets July 28, 2018 for a Block Party from 11:00 a.m. until 10:00 p.m. for an Old School Block Party (with a rain date of August 4, 2018) (the applicant is Donna Lawrence)

Resolution 7-18-147R – Motion carried.

B. Discussion/Action (Jerome Bivins) Consideration and approval of authorizing administration to approve the contract with D.V.M. Utilities, Inc. for 30-Inch Access Covers for Yale Street Sewer to correct Storm and Sewer Overflow (SSO) violations at the intersection of Yale and Meadowdale. Contract amount is \$349,950.00, plus a contingency of \$50,000.00 for the total of \$399,950.00 for construction cost. An additional \$36,570.00 will be used for inspection of the construction.

Moved by Councilmember Howard, Seconded by Mayor Pro-Tem Williams to approve of authorizing administration to approve the contract with D.V.M. Utilities, Inc. for 30-Inch Access Covers for Yale Street Sewer to correct Storm and Sewer Overflow (SSO) violations at the intersection of Yale and Meadowdale. Contract amount is \$349,950.00, plus a contingency of \$50,000.00 for the total of \$399,950.00 for construction cost. An additional \$36,570.00 will be used for inspection of the construction.

Resolution 7-18-148R – Motion carried.

- C. Discussion/Action (Sharde Fleming) Consider approval of an incentivized housing program to all eligible City employees. This employee-based program requires acquisition and full rehabilitation of offered tax foreclosed property at offer price from Wayne County and the employee shall remain living in the home for five years.

Moved by Councilmember Mitchell, Seconded by Councilmember Oden to approve of an incentivized housing program to all eligible City employees. This employee-based program requires acquisition and full rehabilitation of offered tax foreclosed property at offer price from Wayne County and the employee shall remain living in the home for five years.

Resolution 7-18-149R – Motion carried.

- D. Discussion/Action (Denise Champagne) Consideration and approval to for the Commission on Aging to host their annual Senior Picnic on August 3, 2018 at Wheatley Park.

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Howard to approve for the Commission on Aging to host their annual Senior Picnic on August 3, 2018 at Wheatley Park.

Resolution 7-18-150R – Motion carried.

Public Participation

- **State Representative, Jewell Jones** – Stated that the NAACP is doing pick up and drop offs for the August 7, 2018 Primary Election. They are asking persons that need a ride to the polls to contact 313-544-0620. He lastly announced a meet and greet on August 2, 2018 at 27500 Marquette in Garden City.
- **Evonne Moore** – Thanked the Mayor and Councilmembers for participating in the Resident Council baseball game. She further thanked Paul Bollinger the Interim Executive Director of housing for participating and she lastly thanked Reverend Williams sliding across the base. She said it was great to come together.
- **Lucy Byrd** – Announced the Adventist Fair on August 19, 2018 from 12:00 p.m. until 6:00 p.m. She stated that the fair is a health fair for children and adults.
- **Joan Bennett** – Stated that a home burned down next door to her. She said the grass and trees are so tall and she is afraid when she comes home from work every night. She asked if the city can cut the grass and the trees.
- **David Mosley** – Stated he is looking to see if the city can provide him with a trash can to place on the back of his truck so that he is able to pick up trash on Harrison and Pine streets.
- **Officer Lebo** – Officer Lebo announced National Night out on August 7, 2018, Coffee with a Cop at Applewood at 10:00 a.m., a Bake Sale on August 15, 2018 at 10:00 a.m., Episcaloosa on August 18, 2018 at the Recreation Complex from 10am until 5:00 p.m. and Movie Night on August 24, 2018 and the movie is Ferdinand. She lastly stated the Kickball game between Inkster Police, Fire Department and the youth on July 21, 2018 at Lemoyne Park on July 21st from 10am until 3pm.
- **William Miller** – Stated he is the current President of National Action Network. He stated they are hosting some upcoming events for the 13th Congressional District Seat. He invited all to attend. He stated the dates are August 19th, August 23rd, August 25th and August 26th.
- **Rev. George Williams** – Stated that the warriors of Inkster need to come together and vote for current State Representative, Jewell Jones. He said he needs to get back in office.

City Clerk

- Stated to residents if they are interested in Absentee Voting to contact the Clerk's office at 313-563-9770. She said that absentee voting is a quick and easy way to vote.

City Treasurer

- No comment

Mayor and Council

- **Councilman Chisholm** – Stated farewell.
- **Councilman Oden** – Asked residents to clean up the areas where they live.
- **Councilwoman Watley** – Announced the need feed program at New Birth on Friday, July 20, 2018 from 11-1pm. She further stated that residents have access to State Representative Jewell Jones and he deserves their vote.
- **Mayor Pro-Tem Williams** – Asked about water shut off. He stated that landlords are getting the water bill placed on their taxes when tenants aren't paying the bills. He said some of them are ending up with two thousand dollar water bills. He lastly asked about tree trimming in the city and when that process would begin.
- **Mayor Nolen** – Thanked everyone for participating in the Summerfest. He said it was a nice event. He lastly introduced residents to the new Interim Director for Parks and Recreation, William Morris.

Closed Session

Adjournment

There being no further business to come before Council, on a motion duly made
By Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm and carried,
the Regular Council meeting of July 16, 2018, was adjourned at 8:06 p.m.



Felicia Rutledge, City Clerk
City of Inkster

Allen Brothers
Attorneys & Counselors, PLLC
400 Monroe Street, Suite 620
Detroit, MI 48226-2963

Inkster, City of
26215 Trowbridge Street
Inkster, MI 48141

Attn: City Manager

Page: 1
07/15/2018
Account No: 1897M

BREAKDOWN OF FEES/EXPENSES BY CATEGORY

Category	Fees/Costs
Flat fee/City Attorney work	\$6,000.00
Municipal Legal Services	\$1,225.00
Labor	\$2,150.00
Litigation	\$5,530.00
Total Invoice for January, 2018	\$14,905.00

August 6, 2018

CITY OF INKSTER
Boards & Commissions

[MADE OPERATIVE BY STATE LAW, CITY OF INKSTER CHARTER PROVISION OR CITY OF INKSTER ORDINANCE]

AGING COMMISSION

[MEETINGS: Third Friday of each month at 1:00 p.m., Twin Towers Activity Room]

2 Year Term

9 Members

Ordinances: 414,457 & 508

Denise Champagne, Project Dir.
- (Ex-Officio Member)

Tenure

Rochelle Wells

Exp. 02/16/17

Doris Horne

Exp. 02/16/17

Henry Wade

Exp. 02/01/18

Toni Bailey

Exp. 07/07/19

Dorothy Gardner

Exp. 01/17/20

Chuck Coleman

Exp. 02/01/18

Gabe Henderson

Exp. 02/01/18

Jean Liddell

Exp. 05/15/19

Iris Long

Exp. 01/17/20

June Patter son

Exp. 01/17/20

Debra Owens

Exp. 05/21/20

BOARD OF REVIEW

[MEETINGS: March, July and December]

Annual Appointment

3 Members

Charter Provision and State Law

WCA Assessing

Clerk of the Board – Non Voting

William Miller

Exp. 03/05/2019

Gina Triplett (Alternate)

Exp. 03/05/2019

Lenoria Warmack

Exp. 03/06/2019

Vacant

BEAUTIFICATION COMMITTEE

[MEETINGS: Second Monday of each month @ 6:00 p.m., Recreation Center]

2 Year Term

Toni Bailey

Exp. 07/16/20

Kathleen Gibbs

Exp. 02/06/19

Gabe Henderson

Exp. 05/16/18

Avis Love

Exp. 11/6/19

George Williams

Exp. 11/6/19

Vacant

Vacant

Vacant

Vacant

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Vacant

Vacant

August 6, 2018

BUILDING AUTHORITY COMMISSION - Inactive

[MEETINGS: Second Monday in January]

3 Year Term

5 Members

State Law and Resolution 74-1-39

Nathaniel Elcock
Hersey Bryant, (C)
Horace Wells

Exp. 12/31/05
Exp. 12/31/00
Exp. 12/31/01

CABLE TELEVISION COMMISSION

[MEETINGS: Second Tuesday of each month at 6:00 p.m., Recreation Center]

3 Year Term

9 Members

Ordinances 593 and 609

Timothy Williams Ex-Official

Troy Seaton Dist. 1

Exp. 01/17/20

Leon Houston Dist. 2

Exp. Served Notice; Returned

Vacant Dist. 3

Exp.

Octavia Smith Dist. 4

Exp. 07/03/20

Thelma Jean Overman Dist. 5

Exp. 02/06/20

Dist. 6

Exp. 01/04/19

Sandra Watley **Mayoral**

Exp. 01/03/20

Steven Chisholm At-Large

Exp. 01/17/20

CIVIL SERVICE COMMISSION AND BOARD OF ETHICS

[MEETINGS: Monthly]

3 Year Term

3 Members

Ordinances 237 & 559

Clarence Oden

Exp. 6/18/15

Vacant - (Employee Representative)

James White

Exp. 12/04/11

- (Commission Appointment)

CONDEMNATION BOARD

[MEETINGS: AS NEEDED]

5 Members

Ordinance 150.140 thru 150.145

Jim Wright (Building Contractor)
Deborah Owens (General Member)
Guy Borrusch General Member)
Dorsey Williams (Contractor)
James Garrett (Engineer)

Exp. 9/18 (1 Year Term)
Exp. 9/19 (2 Year Term)
Exp. 9/19 (2 Year Term)
Exp. 9/20 (3 Year Term)
Exp. 9/20 (3 Year Term)

CONSTRUCTION BOARD OF APPEALS/PROPERTY MAINTENANCE BOARD

[MEETINGS: As required]

3 Year Term	3 Members	Ordinance
Henry Wade		Exp. 12/17
- (Licensed Plumber)		
Stephen Lawrence		Exp. 12/17
Tiara Jones		Exp. 10/17
Kenyatta Mason		Exp. 10/17
- (Licensed Electrician)		
Marcus Hendricks –		Exp. 12/17
- (Licensed Electrician)		
- Tom Michelini		Exp. 04/19
– Building Inspector		
- (Licensed Engineer/Inspector)		

DOWNTOWN DEVELOPMENT AUTHORITY

[MEETINGS: Third Tuesday of each month, 6:00 p.m. City Hall Council Chambers]

4 Year Term	12 Members	State Law and Ordinances 687 and 741
Connie R. Mitchell		Tenure
Martha Theis		Exp. 01/14/18
Angela Dodson		Exp. 02/19/22
Cynthia Adams (Secretary)		Exp. 01/14/18
Brittini Abiolu (Vice Chair)		Exp. 05/18/19
Peter Cimeot		Exp. 01/21/18
Akindele Akinyemi (Chair)		Exp. 02/16/19
Val Ogbonaya		Exp. 07/20/19
Winston Wade		Exp. 07/17/21
Rerhi Onomake (Treasurer)		Exp. 3/16/19
Uche Ndubuisi		Exp. 7/20/19

ECONOMIC DEVELOPMENT CORPORATION (BOARD OF DIRECTORS)

[MEETINGS: Second Thursday each month, held in the Conference Room, City Hall]

6 Year Term	11 Members	State Law and Ordinances 517 and 570
Bishop Walter Starghill, Jr.		Exp. 06/07/16
Winnie Nwankwo		Exp. 05/18/21
Akindele Akinyemi		Exp. 05/18/21
Deborah Walker		Exp. 06/07/16
Mary Weislo		Exp. 03/07/17
Cassandra Leonard		Exp. 06/07/16
Herbert Johnson		Exp. 06/07/16
Dennis Weislo		Exp. 06/07/19
Charmaine Kennedy		Exp. 01/17/23
Connie R. Mitchell		Exp. 02/06/23

ELECTRICAL EXAMINING BOARD

Indefinite Terms	4 Members	State Law and Ordinance 616
Walter Bays (Elec. Cont.)		
Andrew Hughes (Adm. Official)		
Carlton Trouteaud (Rep. of Detroit Edison)		

ELECTION COMMISSION

[Per the City Charter; Chapter 4; Section 4.1]

4 Year Term

Council Member (most votes)

City Attorney

Tenure

City Clerk

Tenure

Catherine Morris (Mayor and Council appointee)

Vacant (Mayor and Council appointee)

HOUSING AND REDEVELOPMENT

[MEETINGS: Third Tuesday of each month at 6:30 p.m., 4500 Inkster Road]

5 Year Term

6 Members

State Law and Ordinance 99

Caroline Smith

Exp. 12/21

Mable Stroman

Exp. 12/21

Ellis Clifton

Exp. 12/21

DaSalla Scott

Exp. 01/22 (Resident Housing)

George Williams

Exp. 12/21

INKSTER HISTORICAL COMMISSION

[MEETINGS: Third Saturday of each month at 10:30a.m. Library Study Room]

2 Year Term

7 Members

State Law and Ordinance 196

Theola Jones

Dist. 1

Exp. 02/06/19

Rhoda Littles

Dist. 2

Exp. 02/06/19

Ruth E. Williams

Dist. 3

Exp. 02/06/19

Vacant

Dist. 4

Vacant

Dist. 5

Jean Liddell

Dist. 6

Exp. 09/18/19

George Mitchell

Exp. 10/16/19

LIBRARY BOARD

4 year term

Michael Wells

Exp. 2019

Akindele Akinyemi

Exp. 2019

DeAndra Crystal-Rikay Watley

Exp. 2019

Dosye A. Thompson

Exp. 2019

Emmereal Shawn Wells

Exp. 2019

Ruth E. Williams

Exp. 2019

LOCAL BUSINESS ENTERPRISE ADVISORY COMMITTEE

[MEETINGS: Third Tuesday of every month at 6:30 P.M., Inkster City Hall]

2 Year Term

7 Members

Ordinance: 603

Nell Harrison

Dist. 1

Exp. 3/21/18

Curtistine Barge

Dist. 2

Exp. 1/20/18

Brittni Abiolu

Dist. 3

Exp. 3/7/18

Olubisi B. Ajetunmobi

Dist. 4

Exp. 1/20/18

Vacant

Dist. 5

Barbara Cooper

Dist. 6

Exp. 5/2/18

Marie Jenkins

Mayoral

Exp. 1/20/18

August 6, 2018

LOCAL OFFICERS COMPENSATION COMMISSION

[MEETINGS: Minimum of One Meeting Each Odd-Numbered Year.]

7 Year Term

7 Members

State Law and Ordinance 409

Lenoria Warmack

Exp. 10/17/2023

Thelma Jean Overman

Exp. 10/17/2023

Debra Owens

Exp. 10/17/2023

Ann Gross

Exp. 12/5/2023

Ronald Johnson

Exp. 12/19/2023

George Williams

Exp. 12/19/2023

Aaron Sims

Exp. 01/03/2024

August 6, 2018

PARKS AND RECREATION COMMISSION

[MEETINGS: First Tuesday of each month at 7:30 P.M., Recreation Complex]

2 Year Term

9 Members

Ordinances: 493 & 551

John White	Dist. 1	Exp. 03/20/19
Opal Nolen	Dist. 2	Exp. 11/6/19
Vacant	Dist. 3	Exp. 09/15/16
LaWanna Abney-Mitchell	Dist. 4	Exp. 02/19/20
James Richardson, Jr.	Dist. 5	Exp. 02/19/20
Connie R. Mitchell	Dist. 6	Exp. 09/05/19
Tonia Williams	Mayorai	Exp. 02/20/19
Shirley Hankerson	Mayorai	Exp. 05/01/19
Ned Sanders	Council	Exp. 07/07/19
Timothy Williams	?	Exp. 10/2/21

PARKS AND RECREATION YOUTH COMMISSION

2 Year Term

6 Members

Alisa Todd	Dist. 1	Exp. 3/7/18
Katrina Coats	Dist. 2	Exp. 3/7/18
Zeavean Johnson	Dist. 3	Exp. 3/7/18
William Grubbs	Dist. 4	Exp. 3/7/18
Taylor Todd	Dist. 5	Exp. 3/7/18
Demon Zimmerman	Dist. 6	Exp. 3/7/18
Tiwaïn Smith	Mayoral	Exp. 3/7/18

PLANNING COMMISSION

[MEETINGS: Fourth Monday of each month at 6:00 p.m., City Council Chambers]

3 Year Term

9 Members

State Law and Ordinance 33

Marcus Hendricks (Council appointee)	Exp. 12/18
Byron Nolen (Mayor)	Tenure
Darryl Davis (City appointee)	Exp. 10/18
Timothy Williams (Mayor Pro-Tem)	Exp. 7/19
Mack Willis	Exp. 2/20
James Garrett	Exp. 09/20
William Ratliff (Vice-Chair)	Exp. 04/19
Lynette Cain (Secretary)	Exp. 05/19
Steven Chisholm (Chair)	Exp. 04/19
Kim Faison	Exp. 01/21

POLICE AND FIREMAN RETIREMENT SYSTEM BOARD OF TRUSTEES

[MEETINGS: First Thursday of each month at 1:00 p.m., TIFA Room]

2 Year Term

5 Members

Charter

Lorenzo A. Moner, Jr.	Mayoral	Exp. 12/17
Barry O'Bryan	Police Rep	
Jason Kaye	Fire Rep	
Sandra K.Watley	City Council Rep	Exp. 12/18
Velma Overman	Board of Trustee Rep	

WATER REVIEW COMMITTEE

[MEETINGS: Scheduled by Chairman Marcus Hendricks, City Hall TIFA Room]

Sam Brown	App. 01/07/13
Carl Woods	App. 01/07/13
Ann Coleman	App. 01/07/13
Courtney Owens	App. 01/07/13
Councilmember Williams	App. 02/04/13

App. 02/18/13
App. 02/18/13

August 6, 2018

NOTES:

 Vacancies and/or Expired terms

*Has not taken the oath

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: July 26, 2018

From: Felicia Rutledge, City Clerk

Date for Council Consideration: August 6, 2018

ACTION REQUESTED: Consider approving the request for street closure of Bayhan Street between S of Kean and Trowbridge Streets August 7, 2018 for the Police Departments National Night Out from 3:00 p.m. until 9:30 p.m.

Current Action ☒ Emergency ☐ Future ☐

Funds Budgeted: If Yes ☐ Account # ☐ No ☐ N/A ☒

Mayor's Approval ☐

BACKGROUND INFORMATION

The request is to seek permission to close Bayhan Street between S. of Kean and Trowbridge on August 7, 2018 from 3:00 p.m. until 9:30 p.m. A signed petition by neighbors has been included. All appropriate sign offs from the city have been obtained.

SCOPE OF SERVICES

N/A
JUSTIFICATION

N/A

PROJECT OR IMPROVEMENT TASKS

N/A

COSTS

N/A

PROJECT TIME TABLE

August 7, 2018 from 3:00 p.m. until 9:30 p.m.

RESOLUTION

Authorization is hereby given for a Street closure on Bayhan Street between S. of Kean and Trowbridge on August 7 from 3:00 p.m. until 9:30 p.m. for the Police Departments National Night Out.

Resolved by ☐ Seconded by ☐

Yes:
No:
Absent:



Felicia Rutledge, City Clerk
 City of Inkster
 26215 Trowbridge
 Inkster, MI 48141

www.cityofinkster.com
 Phone: 313.563.9770
 frutledge@cityofinkster.com

STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

OFFICER ANDREA LEBO
 Name

313-400-5387
 Phone Number

216279 MICHIGAN AVE. INKSTER, MI 48141
 Applicant Address

ALERO@CITYOFINKSTER.COM
 Email (Optional)

REQUEST:

TROWBRIDGE
 Street To Be Closed: BAYHAN

BAYHAN / N OF CITY HALL
 Cross Streets: SOF KEAN / TROWBRIDGE

Date(s) To Be Closed: TUESDAY AUGUST 7TH 2018

Event Hours: 3 am/pm To 9:30 am/pm (EVENTS MUST CONCLUDE BY 10PM)

Type Of Event: NATIONAL NIGHT OUT - COMMUNITY EVENT

Please read this Waiver carefully before signing – The undersigned hereby verifies that he/she agrees to indemnify defend and save harmless the City of Inkster, its officers, agents and employees from and against all loss and expense be reason of liability imposed by law of bodily injury, including death at any time resulting there from, sustained loss of use thereof, arising out of or in consequence of performance of this agreement, whether such injuries to person or damage to property is due or claimed to be due to the negligence of the contractor, the City of Inkster, its officers, agents and employees, excepting only such injury or damage as shall have been occasioned by the sole negligence of the City of Inkster, its officers, agents and employees. The undersigned further understands that failure to comply with all arrangements herein stated or falsification of any information called for in this application will be grounds for denial of this or any future request.

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The barricades/cones may be obtained at the Department of Public Service, 26900 Princeton St., between the hours of 10:00 a.m. and 3:00 p.m. Call to make arrangements: 313-563-9773

Applicant Signature: [Signature]

Date: 7-20-18

**OFFICIAL USE ONLY
 REQUIRED APPROVALS:**

Police ☒ Fire ☒ DPS ☒ BLDG ☒

REQUIRED EQUIPMENT:

Barricades _____ Cones _____ Other _____

CITY COUNCIL APPROVAL: Date Approved: _____ Resolution Number: _____

City Clerk Signature: _____ **P15** _____ Date: _____



Felicia Rutledge, City Clerk
City of Inkster
26215 Trowbridge
Inkster, MI 48141

www.cityofinkster.com
Phone: 313.563.9770
frutledge@cityofinkster.com

Street Closure/Block Party Petition

We the undersigned acknowledge and support the request for a Block Party on

BAYHAN SOUTH OF KEAN ^{To} between TROWBRIDGE & TROWBRIDGE FROM BAYHAN
(Street) (Street)

^{and} BEFORE CITY HALL DRIVEWAY for the date and time of TUES. AUGUST 7TH 2018 - 3PM - 9:30PM
(Street) (Event date & time)

Block Party Coordinator: OFFICER LERO
(Contact Person)

Daytime Number: 313-400-5387 Evening Number: 313-400-5387

Name	Address
<u>Deanita Davis</u>	<u>26333 Kean st.</u>
<u>Sandra Kahn</u>	<u>26429 Kean</u>
<u>Margarita Cortez</u>	<u>26437 Kean</u>
<u>Arturo R. Chavira</u>	<u>26457 Kean</u>
<u>Denise A. Pios</u>	<u>2129 John Daly</u>
<u>Way BEM</u>	<u>26511 Trowbridge</u>
<u>K. Jenkins</u>	<u>26449 Trowbridge</u>
<u>R. Gregory</u>	<u>26303 Trowbridge</u>
<u>XXXXXXXXXX</u>	<u>26421 Trowbridge</u>
<u>Ashley Kenley</u>	<u>26424 Trowbridge</u>
<u>Ralph [unclear]</u>	<u>26424 Trowbridge</u>
<u>Robert [unclear]</u>	<u>26403 Trowbridge</u>
<u>H. Grace English</u>	<u>26332 Trowbridge</u>
<u>Carly Freeman</u>	<u>26321 Trowbridge</u>
<u>Linda Wilson</u>	<u>26301 Trowbridge</u>

Visual representation of my road closure request for the National Night Out Event on August 7th, 2018

The red line is where the road will be closed from 3pm—9:30pm





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Phone: 313.563.9770
frutledge@cityofinkster.com

STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

OFFICER ANDREA LEBOW
Name

313-460-5387
Phone Number

216279 MICHIGAN AVE. INKSTER, MI 48141
Applicant Address

ALB@CITYOFINKSTER.COM
Email (Optional)

REQUEST:

Street To Be Closed: TROWBRIDGE BAYHAN Cross Streets: BAYHAN / N OF CITY HALL
S OF KEAN / TROWBRIDGE

Date(s) To Be Closed: TUESDAY AUGUST 7TH 2018

Event Hours: 3 am/pm To 9:30 am/pm (EVENTS MUST CONCLUDE BY 10PM)

Type Of Event: NATIONAL NIGHT OUT - COMMUNITY EVENT

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Applicant Signature: [Signature]

Date: 7-20-18

OFFICIAL USE ONLY REQUIRED APPROVALS:

Police P Fire DPS BLDG

REQUIRED EQUIPMENT:

Barricades Cones Other

CITY COUNCIL APPROVAL: Date Approved:

Resolution Number:

City Clerk Signature:

Date:



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 City of Inkster
 26215 Trowbridge
 Inkster, MI 48141

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 frutledge@cityofinkster.com

STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

OFFICER ANDREA LEBO
 Name

313-400-5387
 Phone Number

212279 MICHIGAN AVE. INKSTER, MI. 48141
 Applicant Address

ALEED@CITYOFINKSTER.COM
 Email (Optional)

REQUEST:

TROWBRIDGE
 Street To Be Closed: BAYHAN

BAYHAN / N OF CITY HALL
 Cross Streets: SOE KEAN / TROWBRIDGE

Date(s) To Be Closed: TUESDAY AUGUST 7TH 2018

Event Hours: 3 am/pm To 9:30 am/pm (EVENTS MUST CONCLUDE BY 10PM)

Type Of Event: NATIONAL LIGHT OUT - COMMUNITY EVENT

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Applicant Signature: [Signature]

Date: 7-20-18

**OFFICIAL USE ONLY
 REQUIRED APPROVALS:**

Police _____ Fire _____ DPS [Signature] BLDG _____

REQUIRED EQUIPMENT:

Barricades _____ Cones _____ Other _____

CITY COUNCIL APPROVAL: Date Approved: _____

Resolution Number: _____

City Clerk Signature: _____

Date: _____



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STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

OFFICER ANDREA LEBO
Name

313-400-5387
Phone Number

216279 MICHIGAN AVE. INKSTER, MI 48141
Applicant Address

ALBEO@CITYOFINKSTER.COM
Email (Optional)

REQUEST:

TROWBRIDGE
Street To Be Closed: BAYHAN

BAYHAN / N OF CITY HALL
Cross Streets: SOE KEAN / TROWBRIDGE

Date(s) To Be Closed: TUESDAY AUGUST 7TH 2018

Event Hours: 3 am/pm To 9:30 am/pm (EVENTS MUST CONCLUDE BY 10PM)

Type Of Event: NATIONAL NIGHT OUT - COMMUNITY EVENT

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Applicant Signature: [Signature]

Date: 7-20-18

**OFFICIAL USE ONLY
REQUIRED APPROVALS:**

Police _____ Fire ☒ DPS _____ BLDG _____

REQUIRED EQUIPMENT:

Barricades _____ Cones _____ Other _____

CITY COUNCIL APPROVAL: Date Approved: _____ Resolution Number: _____

City Clerk Signature: _____ Date: _____



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STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

OFFICER ANDREA LEBO
 Name

313-400-5387
 Phone Number

26279 MICHIGAN AVE. INKSTER, MI 48141
 Applicant Address

ALBEO@CITYOFINKSTER.COM
 Email (Optional)

REQUEST:

TROWBRIDGE
 Street To Be Closed: BAYHAN

BAYHAN / W OF CITY HALL
 Cross Streets: SOF KEAN / TROWBRIDGE

Date(s) To Be Closed: TUESDAY AUGUST 7TH 2018

Event Hours: 3 am/pm To 9:30 am/pm (EVENTS MUST CONCLUDE BY 10PM)

Type Of Event: NATIONAL NIGHT OUT - COMMUNITY EVENT

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Applicant Signature: [Signature]

Date: 7-20-18

OFFICIAL USE ONLY
REQUIRED APPROVALS:

Police _____ Fire _____ DPS _____ BLDG OK CR 7/20/18

REQUIRED EQUIPMENT:

Barricades _____ Cones _____ Other _____

CITY COUNCIL APPROVAL: Date Approved: _____ Resolution Number: _____

City Clerk Signature: _____ Date: _____

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: July 26, 2018

From: Felicia Rutledge, City Clerk

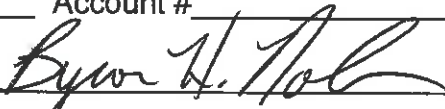
Date for Council Consideration: August 6, 2018

ACTION REQUESTED: Consider approving the request for street closure of Moore Street between Beechnut and Chestnut August 25, 2018 for a Block Party from 10:00 a.m. until 10:00 p.m. (the applicant is Anthony

Current Action ☒ Emergency ☐ Future ☐

Funds Budgeted: If Yes ☐ Account # ☐ No ☐ N/A ☒

Mayor's Approval



BACKGROUND INFORMATION

The request is to seek permission to close Moore Street between Beech and Chestnut on August 25, 2018 from 10:00 a.m. until 9:30 p.m. A signed petition by neighbors has been included. All appropriate sign offs from the city have been obtained.

SCOPE OF SERVICES

N/A

JUSTIFICATION

N/A

PROJECT OR IMPROVEMENT TASKS

N/A

COSTS

N/A

PROJECT TIME TABLE

August 25, 2018 from 10:00 a.m. until 10:00 p.m.

RESOLUTION

Authorization is hereby given for a Street closure of Moore Street between August 25, 2018 from 10:00 a.m. until 10:00 p.m. for the Police Departments National Night Out.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



Felicia Rutledge, City Clerk
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Inkster, MI 48141

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Phone: 313.563.9770
frutledge@cityofinkster.com

STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

Anthony Booker
Name

3406 MOORE ST
Applicant Address

313 459-6613

Phone Number

@booker.313@gmail.com
Email (Optional)

REQUEST:

Street To Be Closed: MOORE ST Cross Streets: BEECH / Chestnut

Date(s) To Be Closed: AUGUST 25 - 2018

Event Hours: 10 am/pm To 10 am/pm (EVENTS MUST CONCLUDE BY 10PM)

Type Of Event: BLOCK PARTY

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Applicant Signature: Anthony Booker

Date: 7/17/18

**OFFICIAL USE ONLY
REQUIRED APPROVALS:**

Police ☐ Fire ☒ DPS ☒ BLDG ☒

REQUIRED EQUIPMENT:

Barricades ☐ Cones ☐ Other ☐

CITY COUNCIL APPROVAL: Date Approved: _____ Resolution Number: _____

City Clerk Signature: _____ **P23** Date: _____



Felicia Rutledge, City Clerk
 City of Inkster
 26215 Trowbridge
 Inkster, MI 48141

www.cityofinkster.com
 Phone: 313.563.9770
frutledge@cityofinkster.com

Street Closure/Block Party Petition

We the undersigned acknowledge and support the request for a Block Party on

MOORE ST between CHEST NUT
 (Street) (Street)

and BEECH for the date and time of August 25, 2018 - 10:00 - 10:00pm
 (Street) (Event date & time)

Block Party Coordinator: Anthony Booker
 (Contact Person)

Daytime Number: 313 4596613 Evening Number: SAME

Name	Address
Anthony Booker	3106 Moore
{ Robert Capool }	3363
" "	3355
Karen Session	3424
" "	3416
VACANT	3346
Ruby Rogers	3218
VACANT	3246
VACANT	3254
Pearl Barden	3322 Moore st.
Eric Matthews	3364
Antonia Shaw	3415
" "	3434
Joseph S. S. S.	3338 Jo
Dr. Willy S. S.	3264
Gerald P. S.	3240
Rosalind E. S.	3331
Michael Mellon	3233
VACANT	3263
Paul He is in the Hospital Had a stroke	3405



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 City of Inkster
 26215 Trowbridge
 Inkster, MI 48141

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 Phone: 313.563.9770
 frutledge@cityofinkster.com

STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

Anthony Booker
 Name
3406 MOORE ST
 Applicant Address

313 459-6613
 Phone Number
Abooker313@gmail.com
 Email (Optional)

REQUEST:

Street To Be Closed: MOORE ST Cross Streets: BEECH, CHESTNUT
 Date(s) To Be Closed: AUGUST 25 - 2018
 Event Hours: 10 am/pm To 10 am/pm (EVENTS MUST CONCLUDE BY 10PM)
 Type Of Event: BLOCK PARTY

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Applicant Signature: Anthony Booker

Date: 7/17/18

**OFFICIAL USE ONLY
 REQUIRED APPROVALS:**

Police _____ Fire _____ DPS _____ BLDG ok 7/19/18

REQUIRED EQUIPMENT:

Barricades _____ Cones _____ Other _____

CITY COUNCIL APPROVAL: Date Approved: _____ Resolution Number: _____

City Clerk Signature: _____ **P25** Date: _____



Felicia Rutledge, City Clerk
City of Inkster
26215 Trowbridge
Inkster, MI 48141

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Phone: 313.563.9770
frutledge@cityofinkster.com

STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

Anthony Booker
Name
3406 MOORE ST
Applicant Address

313 459-6613
Phone Number
@booker313@gmail.com
Email (Optional)

REQUEST:

Street To Be Closed: MOORE ST Cross Streets: BEECH / Chestnut
Date(s) To Be Closed: AUGUST 25 - 2018
Event Hours: 10 am/pm To 10 am/pm (EVENTS MUST CONCLUDE BY 10PM)
Type Of Event: Block PARTY

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Applicant Signature: Anthony Booker Date: 7/17/18

**OFFICIAL USE ONLY
REQUIRED APPROVALS:**

Police _____ Fire ☒ DPS _____ BLDG _____

REQUIRED EQUIPMENT:

Barricades _____ Cones _____ Other _____

CITY COUNCIL APPROVAL: Date Approved: _____ Resolution Number: _____

City Clerk Signature: _____ Date: _____



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City of Inkster
26215 Trowbridge
Inkster, MI 48141

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STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

Anthony Booker
Name

3406 MOORE ST
Applicant Address

313 459-6613
Phone Number

@booker313@gmail.com
Email (Optional)

REQUEST:

Street To Be Closed: MOORE ST

Cross Streets: BEECH, Chestnut

Date(s) To Be Closed: AUGUST 25 - 2018

Event Hours: 10 am/pm To 10 am/pm (EVENTS MUST CONCLUDE BY 10PM)

Type Of Event: Block Party

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Applicant Signature: Anthony Booker

Date: 7/17/18

**OFFICIAL USE ONLY
REQUIRED APPROVALS:**

Police _____ Fire _____ DPS JB BLDG _____

REQUIRED EQUIPMENT:

Barricades _____ Cones _____ Other _____

CITY COUNCIL APPROVAL: Date Approved: _____ Resolution Number: _____

City Clerk Signature: _____ Date: _____



Felicia Rutledge, City Clerk
City of Inkster
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STREET CLOSURE/BLOCK PARTY REQUEST

APPLICANT:

Anthony Booker
Name
3406 MOORE ST
Applicant Address

313 459-6613
Phone Number
Abooker313@gmail.com
Email (Optional)

REQUEST:

Street To Be Closed: MOORE ST Cross Streets: BEECH 1 Chestnut
Date(s) To Be Closed: AUGUST 25 - 2018
Event Hours: 10 am/pm To 10 am/pm (EVENTS MUST CONCLUDE BY 10PM)
Type Of Event: Block Party

Please read this Waiver carefully before signing – The undersigned hereby verifies that he/she agrees to indemnify defend and save harmless the City of Inkster, its officers, agents and employees from and against all loss and expense be reason of liability imposed by law of bodily injury, including death at any time resulting there from, sustained loss of use thereof, arising out of or in consequence of performance of this agreement, whether such injuries to person or damage to property is due or claimed to be due to the negligence of the contractor, the City of Inkster, its officers, agents and employees, excepting only such injury or damage as shall have been occasioned by the sole negligence of the City of Inkster, its officers, agents and employees. The undersigned further understands that failure to comply with all arrangements herein stated or falsification of any information called for in this application will be grounds for denial of this or any future request.

Applicant assumes all responsibility for the return of all required barricades/cones used for this event. The barricades/cones are to be returned in the same condition as received on the business day following the event.

Furthermore, the undersigned will be liable for the replacement costs of the barricades/cones in the event of loss or damage. The replacement cost is \$20.00 (Twenty Dollars) per item. If the matter is adjudicated in court, attorney fees and court costs will be assessed.

The barricades/cones may be obtained at the Department of Public Service, 26900 Princeton St., between the hours of 10:00 a.m. and 3:00 p.m. Call to make arrangements: 313-563-9773

Applicant Signature: Anthony Booker

Date: 7/17/18

**OFFICIAL USE ONLY
REQUIRED APPROVALS:**

Police ☒ Fire ☐ DPS ☐ BLDG ☐

Barricades

REQUIRED EQUIPMENT:

Barricades ☐ Cones ☐ Other ☐

CITY COUNCIL APPROVAL: Date Approved: _____ Resolution Number: _____

City Clerk Signature: _____ Date: _____

REQUEST FOR COUNCIL ACTION

To: Byron H. Nolen, Mayor

Date: July 30, 2018

From: Adrianna Jordan
City Planner *af*

Date for Council Consideration: August 6, 2018

ACTION REQUESTED: Council to consider a resolution to implement the recommendations of the Michigan Economic Development Corporation's (MEDC) Redevelopment Ready Communities (RRC) program assessment report, and continue towards certification.

Current Action ☒ Emergency ☐ Future ☐

Funds Budgeted: If Yes ☐ Account # ☐ No ☐ N/A ☒

Mayor's Approval *Byron H. Nolen*

BACKGROUND INFORMATION

The MEDC has established the statewide RRC Program to empower communities to shape their future and maximize potential. RRC is a program that provides technical assistance to and certifies Michigan communities who actively engage stakeholders and plan deliberate, fair, and consistent processes as identified through the RRC Best Practices. The RRC Program will assist the City of Inkster in identifying and strengthening weak areas in the City's development process thereby reducing uncertainties which discourage investment.

The continuation of the RRC Program in Inkster includes adopting the RRC's recommendations, and strengthening the development-related partnerships between the City Council and stakeholder organizations such as: the MEDC, Wayne County Economic Development Corporation (WCEDC), Southeast Michigan Council of Governments (SEMCOG), Inkster Downtown Development Authority (DDA), the Inkster Planning Commission (PC), and the Inkster Zoning Board of Appeals (ZBA).

The City of Inkster adopted a resolution to officially "engage" in the RRC program on Monday, September 18, 2017, and on Monday, July 16, 2018 RRC Planner Brett Hanlon presented the RRC assessment report regarding Inkster's planning and community development practices to the City Council. In order for Inkster to continue with the RRC certification process it must now adopt the attached resolution to implement the recommendations of the assessment report.

SCOPE OF SERVICES

N/A

JUSTIFICATION

The City of Inkster recognizes that opportunities for the redevelopment of existing parcels and buildings will be a significant source of future growth and investment in the City, and that urban planning and economic development are the foundation of retaining and attracting businesses, investment, and talent. The City of Inkster welcomes technical assistance from the MEDC and the RRC program in order to maximize the City's potential for future development.

The resolution language is attached for review.

PROJECT OR IMPROVEMENT TASKS

1. Revitalize the Michigan Avenue Corridor and the area covered by the DDA.
2. Develop a plan to diversify the tax base to ensure a sustainable budget for Inkster.
3. Improve and promote the image of Inkster.

COSTS

Participation in the RRC program is free, but does require the participation and time resources of city administrative staff primarily from the City's Planning and Community Development Department.

PROJECT TIME TABLE

RRC Engagement is a multi-year process, and the pace of improvements are based on the City's capacity, staffing, resources, and budgetary constraints, and no deadline is established.

RESOLUTION

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

RESOLUTION 2018-XX

A RESOLUTION AUTHORIZING THE IMPLEMENTATION OF RECOMMENDATIONS NECESSARY TO RECEIVE A REDEVELOPMENT READY COMMUNITIES® CERTIFICATION FROM THE MICHIGAN ECONOMIC DEVELOPMENT CORPORATION (MEDC)

WHEREAS, the City of Inkster has participated in the MEDC Redevelopment Ready Communities® (RRC) Program, including entering into a Memorandum of Understanding with the MEDC and undergoing an evaluation of the City's redevelopment practices as reported in the RRC Assessment Report and Evaluation of Findings dated July 10, 2018; and

WHEREAS, the MEDC has developed a program for certifying RRCs, and the City of Inkster desires to achieve that certification by implementing best practices and recommended strategies for redevelopment; and

WHEREAS, the City of Inkster is currently preparing a Downtown Development Plan and a Capital Improvement Plan and will utilize the recommendations and technical assistance provided by the MEDC to ensure that development readiness is appropriately addressed in that document; and

WHEREAS, the program includes evaluating the partnerships with City boards and commissions related to development including the City Council, Planning Commission, Zoning Board of Appeals, Downtown Development Authority, Brownfield Redevelopment Agency, Construction Board of Appeals / Dangerous Buildings, and Tax Increment Finance Authority; and

WHEREAS, after review of the RRC Assessment Report, the City of Inkster is willing to complete the tasks as outlined; and

WHEREAS, the Assessment Report requires certain recommendations to be completed in order for the City to attain RRC Certification:

1. Draft a Capital Improvement Plan
2. Classify mixed-use buildings as uses permitted by right
3. Permit accessory dwellings in the Zoning Ordinance
4. Establish a customer feedback mechanism on the site planning process
5. Update the board and commission websites to comply with RRC requirements
6. Identify annual board and commission training goals
7. Draft a Public Participation Plan
8. Identify, package, and market redevelopment sites
9. Adopt a marketing strategy for the City

NOW, THEREFORE, BE IT RESOLVED THAT the City of Inkster, Michigan, through its City Council, authorizes the implementation of the MEDC recommendations necessary to receive RRC Certification.

PASSED AND APPROVED BY THE COUNCIL, CITY OF INKSTER, WAYNE COUNTY, MICHIGAN, THIS ____ DAY OF _____, 2018.

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

ATTEST:

Felicia Rutledge, City Clerk

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: August 1, 2018

From: Jerome Bivins, DPS Director Date for Council's Consideration: August 6, 2018

ACTION REQUESTED: Consider authorizing the Administration to accept the change order that has been presented before this body for the repair of sewer line work being performed behind the houses on Middlebelt between Andover and Pine Street. This project was approved by this body at the June 4, 2018 Council meeting. The original amount of the project is \$166,500.00 plus a 15% contingency of \$24,975.00, for a total of \$191,475.00. The change order request is for an additional \$75,000.00 due to unforeseen issues that have arisen from this project. The new cost would be \$241,500.00 with the contingency cost remaining the same at \$24,975.00. The total cost for the project with this request would be \$266,475.00.

Current Action ☒ X Emergency ☐ Future ☐

Funds Budgeted: If Yes ☐ Account # 592-564-806-000 No ☐ N/A ☐
Mayor's Approval ☐

BACKGROUND:

The change order was created due to the condition of the pipe and ground surface not being stable for the contractor to work in a safe environment, with the ground water continually pouring into the whole. With this issue occurring, precaution has to be taken into effect to ensure that the safety of the contractor is being adhered to. See attach memo from the contractor which further explains why the change order is warranted.

SCOPE OF SERVICES:

To replace the existing 10 inch sanitary line with a new 10 inch line avoiding any more collapsing line issues in this area.

JUSTIFICATION:

To improve the existing sanitary line behind the houses on Middlebelt between Andover and Pine.

PROJECT IMPROVEMENTS:

Improve and promote the image of Inkster

COST:

The original amount of the project is \$166,500.00 plus a 15% contingency of \$24,975.00, for a total of \$191,475.00. The change order request is for an additional \$75,000.00 due to unforeseen issue that have arisen from this project. The new cost would be \$241,500.00 with the contingency cost remain the same \$24,975.00 the total cost for the project is \$266,475.00.

PROJECTED TIME TABLE:

Upon approval work will start back immediately

RESOLUTION:

Authorization is hereby given to Administration to accept the change order that has been presented before this body for the repair of sewer line work being performed behind the houses on Middlebelt between Andover and Pine Street that was approved by this body at the June 4, 2018 Council meeting. The original amount of the project is \$166,500.00 plus a 15% contingency of \$24,975.00, for a total of \$191,475.00. The change order request is for an additional \$75,000.00 due to unforeseen issues that have arisen from this project. The new cost would be \$241,500.00 with the contingency cost remain the same \$24,975.00 the total cost for the project is \$266,475.00.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



August 1, 2018

Reference: **Middlebelt Sewer Repair**

Whom it may concern,

During the excavation to install the pipe it was discovered that the material around the existing collapsed pipe is very silty because of this, the ground is washing away and caving in. This is a safety concern as we have personnel in the trench, despite using a box and plates for earth retention the ground is very loose and shifting with the removal of material as we dig our trench to place new pipe. There is a lot of water in the ground which could be a factor of the collapsed pipe and a high water table, major dewatering is needed to help dry out the silty ground and allow us to install pipe in a safe and correct manner without having water in the trench and the excavated trench eroding and caving in. There are 2 utility poles located in close proximity to the trench; the dewatering will help provide stable ground for the boom trucks to support the utility poles without fear of the ground collapsing underneath them. The undercut and replacement with 1x3 stone will allow the water table to return to its original height after the dewatering is removed and provide a better support foundation for the pipe bedding and pipe to sit on.

Respectfully,
ADAMO GROUP INC.

Adam G. Tupancy

Adam G. Tupancy



July 23, 2018

Attention: Kyle Pabin

Reference: **Middlebelt Sewer Repair and Replacement Trench Undercut REV 1**

SCOPE OF WORK BASE BID: DEWATER, UNDERCUT, AND BACKFILL

We include supervision, labor, tools, equipment, trucking and insurance to perform the following work:

- Mersino to set up well points to lower water table and dry out area of work
- Undercut existing trench an additional 3 ft and place 1x3 stone for stronger base
- Still use 6a as pipe bedding material
- Change pipe to SCH 80 from SDR 35 for thicker walls to prevent deformation
- Backfill 1' above pipe with Class II sand
- Backfill rest of trench with onsite material

Due to the ground being silty and saturated the excavation is caving in despite the use of a box and plates, the undercut will allow the water table to return to its original height after the dewatering is removed and provide a better support foundation for the pipe bedding and pipe to sit on. The SCH 80 pipe is a thicker wall pipe that will help with the depth and pressure from the above soils and prevent it from deforming while compaction takes place.

NOT INCLUDED IN OUR PROPOSAL

- Asbestos abatement/lead abatement/mold remediation, or any environmental considerations
- We have not included any bypass or temporary rerouting of any utilities
- Any electrical or telecom work
- Any gas work of any kind
- Removal or handling of items to be salvaged, reused or relocated
- Any costs associated with utility tie-ins, utility usage, etc.
- Permits
- Handling, removal or disposal of undisclosed/unknown hazardous or contaminated materials
- We do not include any analytical or testing services
- Traffic control
- We have not included the cost of performance and payment bonds in our price

SPECIAL CONDITIONS AND CLARIFICATIONS

- Use of hydrant for cleaning provided by others
- Manifest and approved dump site for sewer debris (from cleaning) provided by others
- All work will conform to Federal, State and Local Regulations
- Well points and dewatering from visual identification, no soil samples/cores taken
- As-built to be done in field and based on structures and with use of tape measure (no surveying)
- Schedule based on 40 hours per week, M-F

REQUEST FOR COUNCIL ACTION

To: Council

Date: July 31, 2018

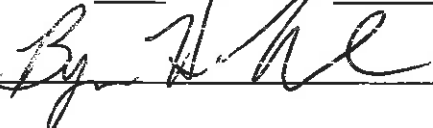
From: Gina Clark, HR Director

Date for Council's Consideration: August 6, 2018

ACTION REQUESTED: To implement and update changes in the Personnel Policy Manual.

Current Action ☒ X _____ Emergency _____ Future _____

Funds Budgeted: If Yes _____ Account # _____ N/A _____ No _____ N/A _____

Mayor's Approval By 

BACKGROUND:

Manual has not been updated since January 13, 2011; needed to have some changes implemented.

SCOPE OF SERVICES:

JUSTIFICATION:

Gina Clark, HR Director

PROJECT IMPROVEMENTS:

To implement and update changes in the Personnel Policy Manual.

COSTS:

PROJECTED TIME TABLE:

RESOLUTION:

Authorization and approval is hereby given to;

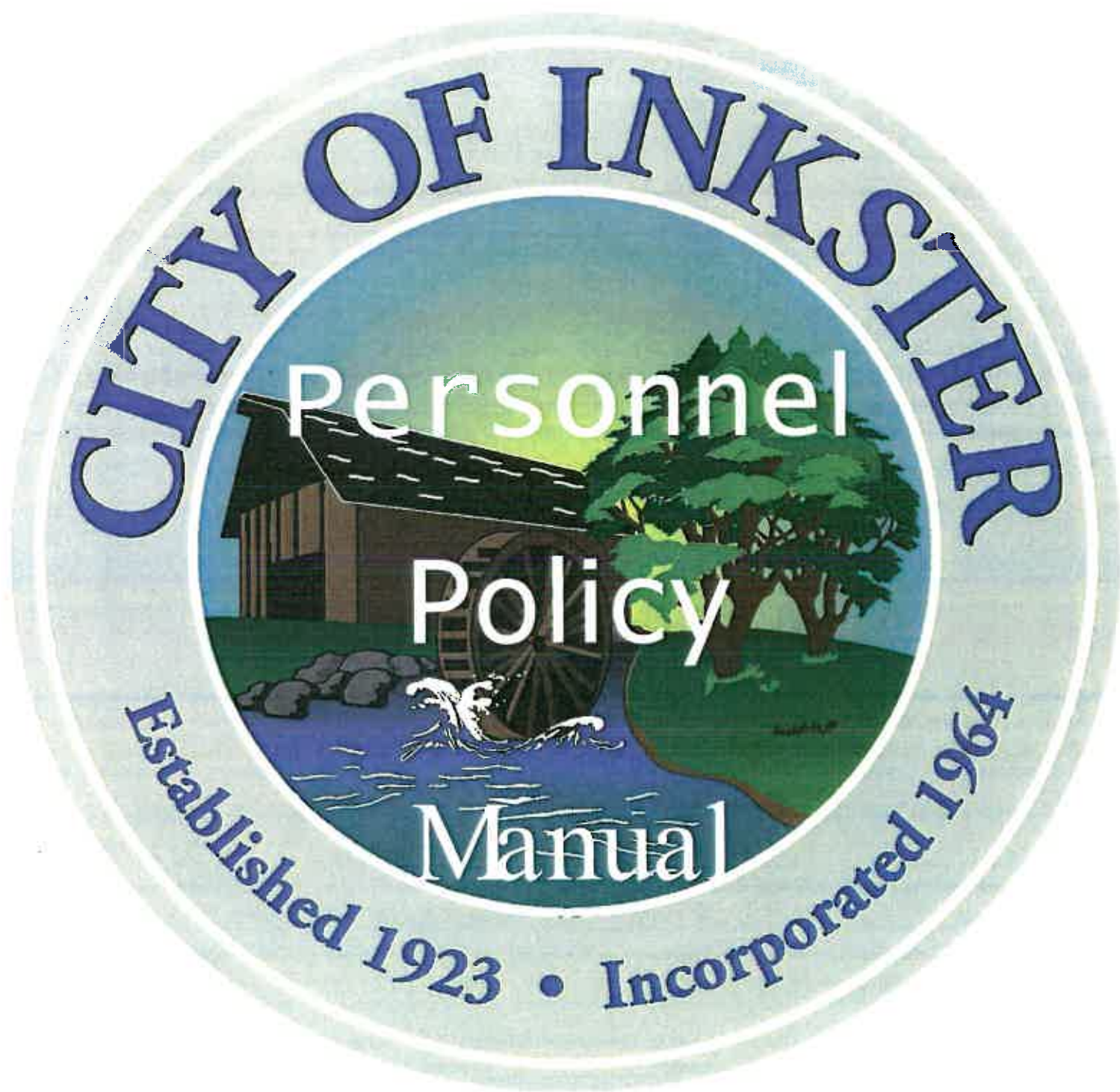
Resolved by _____

Seconded by _____

Yes:

No:

Absent:



- 3.-4. Purpose of Personnel Policy Manual
- 5. Employment at the City of Inkster
- 6. General Work Policies
- 7. Alcohol and Illegal Drugs
 - a. Prescription Medications While Working (P. 7)
 - b. Alcohol Consumption at Work (P. 7)
 - c. Alcohol and Drug Testing (P. 8)
 - d. Treatment for Chemical Dependencies (P. 8)
 - e. Compliance with Drug Free Workplace Act (P. 9)
 - f. Inspection of Employee and Personal Property for Possession of Alcohol and Drugs (P. 9)
- 9. Attendance and Punctuality
 - a. Absenteeism Policy (P. 10)
 - b. Tardiness (P. 10)
- 11. Bulletin Boards
- 11. Citizens Relations Policy (P. 11-12)
- 12. Changes in Personal Information
- 12. City Hall Hours
- 13. Communication
- 13. Confidential Information
- 13. Computer Usage Policy
- 14.-16. Continuation of Health Plan Coverage (COBRA)
- 17. Emergencies Affecting Operations
- 17. Emergency Evacuation
- 17. Employment Eligibility Documents
- 18. Employment Laws that Affect Employees
 - Equal Employment Opportunity (P. 18)
 - Disability Accommodation (P. 18)
 - Religious Accommodation (P. 18)
 - Michigan Whistleblower's Protection Act (P.19)
 - Discrimination (P. 20)
 - Harassment (P. 20-21)
 - Sexual Harassment (P. 21 – 23)
- 23. Employment of Relatives
- 23. Employment Records
- 23. Employees with Life Threatening Illnesses
 - Aids and Related Medical Condition (P. 24)
 - Disclosure of Medical Information (P. 24)
- 25. Employment Verifications and References
- 25. Ethics at The City of Inkster
- 26. Ethics and Conflicts of Interests
- 27.-28. Family Medical Leave Act (FMLA)
- 29. Hepatitis B Vaccine Policy

- 30. Housekeeping
- 30. Identification Badges and Building Access

- 31. Insurance Coverage
- 31. Job Descriptions (P. 31-32)
- 32. Lobby Etiquette (P32-33)
- 33. Media Relations Guidelines
- 33. Military Reserve Leave (P33-34)
- 34. New Employee Orientation
- 34. Non-Fraternization (P34-35)
- 35. Other Employment
- 35. Parking
- 35. Performance Appraisals
- 36. Personal Belongings
- For At-Will Employees: (P36)
- 36.-37. Phone Calls and Internet Usage
- Use of E-mail and Voice Mail (P. 38)
- 38. Playing Computer Games on City Owned Computers
- 38. Political Campaign Activities
- 39. Progressive Discipline
- 40. Professional Attire
- 41. Safety and Health
- 42. Code of Safe Practices (P. 42 - 43)
- 43. Search
- 43.-45. Social Security Number Privacy Act
- 46. Solicitation
- 46. Suspension, Demotion and Removal from Service
- Grounds for Immediate Discharge (P. 46)
- 47. Other Reasons for Suspension or Removal from Services (P.47- 48)
- 49. Telephone Etiquette
- 49.-50. Travel Guidelines
- 51. Tobacco Use
- 51. Use of Personal, Electronic Devices in the Work Place (P 51-52)
- 52. Vacation and Sick Leave Donation Policy
- 53. Vacation and Sick Leave Donation Form
- 54. Violence in the Workplace
- 54. Visitors and Vendors
- 55. Weapons
- 55. Worker's Compensation Check Distribution Procedure
- 56. Reporting Work Related Injury/Illness
- Fraudulent Claims (P. 56)
- Key Points to Remember About Injury Prevention (P. 56-57)
- 57. Workplace Security

PURPOSE OF THIS PERSONNEL POLICY MANUAL

Welcome to the City of Inkster! The elected officials and employees of the City are dedicated to providing equitable access to public services, and opportunities for the common good of our citizens. We are committed to responding to the needs of the community through cost effective, exceptional service that results in an enhanced quality of life. We welcome you as a new employee and hope you will fully embrace the potential every member of our staff has to positively impact the quality of life here in our community. You are the “front-line” to our residents and the interactions you have with them will impact their opinion of the City government and their perception of the value they receive for their tax dollars. We consider our employees to be our most valuable asset and appreciate that you have accepted the responsibility that comes with serving the public.

Most municipalities have established departmental policies and procedures which address the specific functions of that work unit, rather than provide the organization-wide policy so critical when it comes to personnel matters. These departmental procedures should remain in effect as a complement to the personnel policy manual so long as they do not conflict with the personnel manual.

However, some policies must be centralized to ensure compliance; for example, requests for accommodations under the American with Disabilities Act.

This personnel policy manual is designed to acquaint you with information about working conditions, employee benefits, and some of the practices affecting your employment with the City of Inkster. It describes many employee responsibilities and City practices, and also outlines the programs developed for your benefit.

This personnel policy manual is not an employment contract (express or implied) and accordingly should not be considered as such. Nothing in this personnel policy manual should be relied upon as a guarantee for certain privileges, working conditions, or continued employment.

Effective Date

Effective **August 1, 2018** this personnel policy manual supersedes all prior human resources policies, verbal communications, staff meeting minutes and/or management memos that may have been previously issued on subjects herein.

Who is Covered by This Personnel Policy Manual?

This personnel policy manual applies to all employees of the City of Inkster. It is important to note that in many instances the City has entered into collective bargaining contracts with employee unions (AFSCME, COAM, **TEAMSTERS**, IAFF). This personnel policy manual is not intended to re-write, modify or change any provisions in the prevailing labor agreements or the Civil Service rules. All employees should use this personnel policy manual to clarify how City management will implement working policies throughout its divisions.

Personnel Policy Manual Contents and Revisions

This personnel policy manual is provided as a description of generally accepted guidelines and common practices, however—

*Because it is not possible for us to foresee all situations that might arise, we reserve the right to deviate from the guidelines and practices outlined in this personnel policy manual, if in the **Mayor's** sole judgment, such deviation is warranted based on the facts of a situation.*

Occasional revisions may be necessary to keep City policies up-to-date with current laws, bargaining agreement, etc. Revisions may include changing, rescinding, or adding to any procedures, benefits, or practices described in this personnel policy manual. ***Revisions to the personnel policy manual will take place with the approval of City Council and appropriate notice to Unions and employee's*** It is the employee's responsibility to keep their personal copy of the personnel policy manual up-to-date by immediately inserting revisions or changes when issued. The Human Resources offices will issue revisions and maintain an updated master copy of this personnel policy manual. Employees can contact the HR office for copies. Other verbal or written communications issued prior to or after the distribution of this personnel policy manual may appear to change some of the contents of this personnel policy manual. However, the guideline (s) set forth in this personnel policy manual will be considered the official position/practice of the City of Inkster, until a written revision or change is signed by the **City Administration**/designee and made available to employees.

Your Responsibility Regarding This Personnel Policy Manual

Employees are expected to read, understand, and comply with the guidelines set forth in this personnel policy manual. Questions for clarifications should be referred to the Human Resource Office. This personnel policy manual is the property of the City of Inkster and should not be provided to individuals who are not our employees. Upon termination, you must return **all City property** to your HR office, or your supervisor, before your final departure.

EMPLOYMENT AT THE CITY OF INKSTER

At-Will Employment Relationship (*Non-Union*)

You have voluntarily entered into your employment relationship with us, and accordingly are free to resign at any time, with or without cause or reason, with or without prior notice. Similarly, we may terminate this relationship at any time, with or without cause or reason, with or without prior notice. This mutual relationship is called “employment at-will.” In accepting or continuing your employment with us, you agree that our relationship is, and always has been, strictly voluntary and at-will on both sides. Nothing in this personnel policy manual, or in any other document issued by the City of Inkster or its representative (s), will alter this at-will relationship *except* a written contract for that express purpose, which is signed by both you and the **Mayor**.

You should not rely on verbal comments made by anyone in the City as a guarantee for specific privileges, working conditions, or future employment. Our at-will relationship may only be changed by written contract for that express purpose. Such a contract is only valid if signed by you and the City Manager.

Grievance Procedures for Unionized Employees

Employees who are represented by labor unions are entitled to have a “grievance” filed to settle an employment-related dispute with the City. A *grievance* is defined as a claim of a violation of a prevailing bargaining agreement. The grievance procedure is clearly defined in the AFSCME, COAM, IAFF, **TEAMSTERS** contracts. In order to resolve a matter in an expeditious fashion, employees should review the procedure to become familiar with it and be aware of the time limitations. New hires do not have recourse to the grievance procedure until they have successfully passed their probationary status. Status is defined by the appropriate Union Agreement.

GENERAL WORK POLICIES

What is expected of City of Inkster Employees

To ensure quality services, each City of Inkster employee is expected to:

- Read and follow the guidelines established in this personnel policy manual and updated communications from Human Resources.
- Perform duties as assigned by management. Your job description was designed as a guideline for achieving the results expected of your position. It can also be used as an instrument of communication between you and your supervisor. Ask your supervisor for a copy of your job description if you don't have it. Doing whatever is necessary to meet the needs of the City and public is everyone's job.
- Always conduct yourself in a polite, professional manner, treating the public and coworkers courteously and respectfully. (See the Appearance, Personal Conduct, and Service to the Public section.)
- Dress appropriately for the job as outlined under *Appearance, Personal Conduct, and Service to the Public*.
- Be on-time for work, for meetings and appointments, and deliver work projects by assigned due dates (or deadlines).
- Maintain assigned work areas in a clean and orderly fashion.
- Conduct a safety check of assigned equipment before beginning work.
- Immediately report any problems with equipment to management.
- Perform all job duties safely.
- Produce quality work with minimal errors and within established timelines.
- Provide honest, truthful, and accurate information regarding your work history, education, and training. Falsification of employment records (including preemployment data such as your resume or employment application), time records, expense reports, and other City of Inkster records is grounds for corrective action up to and including immediate termination regardless of length of employment when the falsification is discovered.

ALCOHOL AND ILLEGAL DRUGS AT WORK *(Non-Union)*

We recognize that drug and alcohol abuse are serious problems present in today's society. We also recognize the importance of maintaining a safe, efficient, and healthy work environment. Being under the influence of any alcoholic beverage and/or illegal drug on the job poses serious risks to employee health and safety. To protect the safety and health of all employees, we have established the following policy regarding alcohol and illegal drugs at work: ("illegal drug" is defined as any substance deemed illegal under Michigan Control Substance Act.)

We absolutely prohibit the sale, purchase, transfer, or possession of any illegal or non-prescribed drug during work hours or on City property at any time. For the purpose of this policy, "City property" also applies to property of vendors/contractors, recipients of City services, or any locations where you may be performing work for the City. In addition, we strictly prohibit any employee from being under the influence of alcohol and/or any illegal drug while on duty or performing work activities. Taking legally prescribed medications or over-the-counter medications are permitted to the extent that use of such medications does not adversely affect your job performance or safety, or the safety of others.

Use of Prescription Medications While Working

If you are using prescription or over-the-counter medications that may impair your ability to perform your job safely, you must report such use to your supervisor or your Human Resources office before starting or resuming work. If you discover that such medication impairs or adversely impacts your ability to work, immediately stop working and report your condition to your supervisor. Working while affected by prescription or over-the-counter medications is dangerous! Consult with your physician if you are impaired or affected by prescription or over-the counter medications.

Alcohol Consumption at Work

The consumption of alcohol on City property is forbidden **during an employee scheduled work hours**. Except at City sponsored functions where on occasion, limited quantities of alcoholic beverages may be provided by the City or for sale (at a cash bar) as part of a catered or sponsored affair. **(not during work hours)**.

Employees who drink alcohol at City sponsored events are expected to do so in moderation. If while attending such an event you feel that you may have overindulged you are expected

to seek assistance from a manager. In such situations, the City will provide transportation home and will pay reasonable expenses for such transportation. In the rare event that you become intoxicated at a City sponsored event, our primary concern is your safety and safety of others. You will not be disciplined or retaliated against if you acknowledge your overindulgence and responsibly present yourself to

management for transportation home. The above also applies to City sponsored social events held off the premises.

Alcohol or Drug Testing (*Non-Union*) (*Union Employees refer to contract*)

All new hires will be tested for illegal substances at a City approved laboratory. New hires will not be approved to begin work until the results of the tests are received in Human Resources.

For all employees, regardless of seniority or bargaining unit, we may require alcohol or drug testing when:

- A reasonable suspicion exists that you are under the influence of any controlled substance, drug, or alcohol while on the job, in the workplace, or at an off-site assignment; or,
- When an accident, near-miss, or incident occurs in which safety precautions are violated or careless acts are performed, and a reasonable suspicion exists that you are “under the influence.”

An employee who is exhibiting behavior that leads to suspicion of alcohol or drug influence will be ***brought to the attention of Department Head/or Human Resource to take appropriate action.*** Alcohol or drug testing will be offered at the City’s expense at a clinic selected by the City. Transportation will be provided to that employee to ensure safe arrival at the clinic. Testing will be conducted using appropriate scientific methods and in a manner designed to protect the employee’s dignity and privacy. The employee will be required to sign the appropriate consent form to allow the test and to release the results. A positive test is grounds for corrective action up to and including termination of employment. Employees who test negative will avoid discipline.

If an employee refuses to sign a consent form or take a test, the decision regarding discipline will be based upon the information available to management. Under no circumstances will the City be required to consider subsequent evidence submitted by the employee to exonerate him/herself (e.g., drug tests taken by the employee at his/her own expense.)

Treatment for Chemical Dependencies

We will assist employees with chemical dependencies (alcohol or drug) who voluntarily seek treatment and/or rehabilitation. Such assistance includes payment for treatment in accordance with our group health insurance plan, and leave of absence policies. We will make reasonable efforts to ensure that any disclosures you make to the City concerning your participation in any drug or alcohol counseling or rehabilitation program will be treated confidentially.

We are not obligated however, to continue to employ a person whose job performance is impaired because of drug or alcohol use, nor are we obligated to re-employ a person who has participated in treatment and/or rehabilitation if that person's job performance was below standard. Continued employment or re-employment of a person with chemical dependencies is reviewed by Human Resources on a case-by-case basis.

Our policy on treatment and rehabilitation is not intended to affect our position regarding employees who violate the guidelines regarding the use of alcohol and/or drugs at work as described above. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency. See the Employee Benefits section on Employee Assistance Programs for more information on how to get help.

Compliance with the Drug-Free Workplace Act

We comply with the Federal Drug-Free Workplace Act. Any employee convicted of violating a criminal drug statute that occurred in the workplace, must notify the Administrator of Human Resources of the conviction within five days. Failure to report the conviction may result in corrective action up to and including termination of employment.

Inspection of Employees and Personal Property for Possession of Alcohol and Drugs

The City reserves the right to conduct workplace searches *of city owned property* where the search is either for non-investigatory work-related purposes or investigations of work related misconduct. The "workplace" has been defined by the United States Supreme Court as those areas that are related to work and are generally within the Employer's control. Any employee who improperly interferes with a workplace search or does not fully cooperate with a workplace search is subject to corrective action.

ATTENDANCE AND PUNCTUALITY

We recognize the need for employees to be absent from work due to illness or the need to take care of personal business during the normal workday. We instituted sick time off to provide for these needs as they arise. Employees may also qualify for a leave of absence for their own major illness, the major illness of a family member, the birth or adoption of a child, workers' compensation injury or military and/or National Guard duty. Having

provided for these situations, it is important to remember that excessive absenteeism, tardiness and/or leaving early causes other employees within the organization to have to bear the burden of filling in for the absent employee. **ALL EMPLOYEES MUST ENTER AND SWIPE THROUGH THE BACK OF THE BUILDING.**

Employees, who are not on an approved leave of absence and are absent from work without sufficient sick time to cover that absence, will be addressed through the normal Corrective Action Process.

Consecutive days of absence for the same reason are deemed to be one incident. If the employee is absent for more than three consecutive days, he/she must bring a doctor's note for those days.

Occasionally an employee will exhibit a pattern of absenteeism that must be corrected, despite having sufficient sick time to cover those absences (i.e., consistently missing a specific day of the week, the day before or after a holiday, the day before or after a scheduled vacation). Such cases should be reviewed with the Director of Human Resources before issuing any corrective action.

Employees who are going to be absent, tardy, or leave early from work are responsible for notifying their supervisors as soon as possible, regardless of whether they have sufficient sick time to cover the absences. Employees who are absent and fail to notify their supervisors will be subject to corrective action for failure to notify. Employees who have been absent three consecutive days without calling to speak with their supervisors will be considered to have voluntarily resigned.

ABSENTEEISM POLICY

Absenteeism will be evaluated over a four (4) week period and time cards are to be reviewed by the department head or supervisor each pay period. Excessive absenteeism is defined as:

- Three (3) incidents in a four (4) week period.
- Any other continuous pattern of absenteeism
(i.e. repeated absence the Friday or Monday after pay day, etc.)

Discipline is to be administered in a progressive manner, in accordance with established City of Inkster policy.

TARDINESS/FAILURE TO BE AT WORK STATION

:
DEFINITION: Being at your work station and ready to work by 8:30am

Excessive tardiness is defined as:

- Four (4) or more tardiness in a four (4) week period.
- Any continuous pattern or tardiness.

Tardiness will be evaluated over a four (4) week period and time cards are to be reviewed by the department head or supervisor each pay period.

Incidents of tardiness used to determine previous discipline are not to be considered in administering subsequent discipline. Discipline is to be administered in a progressive manner in accordance with established City of Inkster policy.

BULLETIN BOARDS

The organization uses bulletin boards to communicate important business information such as safety rules, (job postings), statutory and legal notices, company policies, and management memos. Each employee has the responsibility to read the information that is posted. Your supervisor can give you the location of the bulletin board nearest your work area. Employees may not post material on bulletin boards without the prior written approval of Human Resources.

CITIZEN RELATIONS POLICY

I. Purpose

To establish a procedure in handling citizen complaints relating to city services, properties, or personnel.

II. Procedures

1. Citizen complaint relating to City Services, properties or personnel will be handled by the **City Clerk's office and forwarded to the Mayor office.**
2. Initial complaints should be registered on a commonly used complaint form, numbered consecutively and dated as received. Each department will develop a complaint filing system for no less than one fiscal year.
3. Citizen complaints ***will be*** handled in the following matter:
 - a. Promptly and courteously direct the citizen to the right department after recording the initial complaint.
 - b. Listen actively
 - c. Tell citizens when their complaints will be resolved, if possible.

- d. Be flexible in dealing with citizens.
- e. Follow-up on all complaints.
- f. Inform citizen of the status of their complaints – either by phone or letter.

- 4. Departments responding to complaints shall make an initial assessment of the problem and respond **the Mayor should make the initial assessment in a reasonable amount of time to the complainant.**

III. Non-Compliance

Any employee found to be in non-compliance with this order as herein written, will be subject to disciplinary action.

CHANGES IN PERSONAL INFORMATION

To ensure that needed records are accurate and up-to-date, it is mandatory for you to notify Human Resources, in writing, whenever changing the following:

<i>Name</i>	<i>Telephone</i>	<i>Address</i>	<i>Marital status</i>	<i>Birth of a Child</i>
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This information must be submitted within thirty (30) days. Failure to notify Human Resources within this time frame may result in a lack of insurance.

Additionally, those employees driving a city owned car and those employees driving their own vehicle, while performing City business, must maintain a valid driver's license and notify Human Resources in a change in the status of their driver's license.

CITY HALL HOURS

City Hall will be open to the public from 8:30 a.m. until **4:00 p.m.** City Hall employees will work the hours of **8:30 a.m. until 5:00 p.m.** (Monday through Friday).

COMMUNICATION

We recognize that our continued success depends in large part on you. Communication is a significant part of a successful relationship with employees, as well as employees' relationships with each other. We all must work daily to keep the lines of communication open. This requires that everyone asks questions, gives complete information, and expresses their concerns openly. Good communication requires courtesy and respect. When discussing issues with others, we expect that you will listen carefully to the other party, respect their right to an opinion, and politely express your views to ensure that all communications are effective.

In addition to this personnel policy manual, communications of general interest will be announced verbally at staff meetings, by e-mail (with **Mayor's** approval), or on your department bulletin board. To keep fully informed, regularly read the communications posted on e-mail or the common area of your department.

To further ensure that our internal communications are effective, periodic staff meetings will be held in your department. Occasionally, the City will arrange an organized assembly for all employees. All employees are expected to attend staff meetings and assemblies, unless excused by a member of management.

CONFIDENTIAL INFORMATION

Employees of City of Inkster will receive and have access to information that is confidential in nature to the organization, its customers (clients) and vendors. Employees are not to disclose any such confidential information to (a) any other person in the organization unless there is a legitimate business reason for doing so; or (b) any person outside the organization unless management has expressly stated that the information can be disclosed to that person.

COMPUTER USAGE POLICY

The City of Inkster requires a General Computer Usage Policy to accomplish its business objectives in a secure and timely manner. Instituting such a policy demonstrates the commitment the City of Inkster **must** safeguard corporate information assets. That commitment must extend from every individual involved in business operations.

- All data on information systems at the City of Inkster is classified as Company proprietary information.
- Any attempt to circumvent the City of Inkster's security procedures is strictly prohibited.
- Unauthorized use, destruction, modification, and/or distribution of the City of Inkster's information or information systems is strictly prohibited.
- All the City of Inkster's information systems will be subject to monitoring and auditing at all times. Users acknowledge that they have no expectation of privacy with regard to their activity on the City of Inkster's information systems.
- Use of any of the City of Inkster's information systems or dissemination of information in a manner bringing disrepute, damage, or ill-will against the City of Inkster is not authorized.
- Individual passwords will be kept strictly confidential. In no situation should a username and password be given to another individual.
- Misuse, as defined in this policy, will be handled directly with the offender and could include disciplinary action up to and including discharge.

CONTINUATION OF HEALTH PLAN COVERAGE (COBRA)

Under the Consolidated Omnibus Budget Reconciliation Act of 1985, or "COBRA" (Public Law 99-272, Title X), the City of Inkster will offer qualified persons the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under the group health plans would otherwise end. Persons eligible to continue coverage under COBRA are known as "qualified beneficiaries," and the events which trigger continuation coverage are known as "qualifying events."

If an employee is covered by any of City of Inkster's group health plans, the employee has the right to elect continuation coverage under those plans if the employee loses group health coverage as the result of either of the following qualifying events:

- Reduction in the employee's hours of employment, or
- Termination of the employee's employment for reasons other than gross misconduct.

If an employee's spouse is covered by any of City of Inkster's group health plans, the spouse has the right to elect continuation coverage under those plans if the spouse loses group health coverage as the result of any of the following qualifying events:

- Death of the employee;
- Termination of the employee's employment (for reason other than gross misconduct) or reduction in the employee's hours of employment with the City of Inkster;

- Employee's Divorce or legal separation;
- Employee becomes entitled to Medicare; or
- The child ceases to be a "dependent child" under the City of Inkster's health plans.

Retirees, their spouses, and their dependent children may also be entitled to elect continuation coverage under COBRA if the City of Inkster begins a bankruptcy proceeding and those persons lose health coverage within one year before or after the date the bankruptcy proceeding commenced.

The qualified beneficiary is responsible for informing the City of Inkster of a divorce, legal separation, or a child losing dependent status within 60 days of the later of the date of the qualifying event or the date on which coverage would end under the plan because of the event. If the City of Inkster does not receive notice within that 60-day period, the qualified beneficiary is not entitled to elect continuation coverage. The City of Inkster is responsible for notifying qualified beneficiaries of their right to elect continuation coverage as a result of the employee's death, termination or reduction in hours of employment, or Medicare entitlement.

Once qualified beneficiaries receive notice of their right to elect continuation coverage, the qualified beneficiaries have 60 days from the later of the date they are provided notice or the date they lose coverage to inform the City of Inkster that they want to continue their health coverage under COBRA. If the qualified beneficiaries do not elect continuation coverage by the end of the 60-day period, they forfeit their right to elect that coverage.

If a qualified beneficiary elects continuation coverage, the City of Inkster will provide health coverage that is identical to the coverage the qualified beneficiary had immediately before the qualifying event occurred. Thereafter, the qualified beneficiary will be allowed to maintain coverage that is the same as the coverage provided under the plan to similarly situated employee's, spouses, and/or dependents who have not experienced a COBRA qualifying event.

Generally, qualified beneficiaries may continue coverage under COBRA for 36 months from the date of the qualifying event. However, if the qualifying event is an employee's termination or reduction in hours of employment, continuation coverage under COBRA will last for only 18 months from the date of the qualifying event. This 18-month period may be extended to 36 months if other events (such as death, divorce, legal separation, or Medicare entitlement) occur during the initial 18-month period. Also, the 18-month period may be extended for an additional 11 months (to a total of 29 months) if a qualified beneficiary is determined by the Social Security Administration to be disabled at any time during the first 60 days of continuation coverage. In order to qualify for this extension, the

City of Inkster must be notified of the disability determination within 60 days of the determination, and before the expiration of the original 18-month period. The affected individual must also notify the City of Inkster within 30 days of any final determination that the individual is no longer disabled. If the qualified beneficiary entitled to the disability extension has non-disabled family members, those non-disabled family members are also entitled to the 29-month extension.

Continuation coverage under COBRA will be cancelled for the following reasons:

- If the City of Inkster no longer provide group health coverage to any of its employees;
- If the COBRA premium is not paid on time;
- If the qualified beneficiary becomes covered, after the date of the COBRA election, under another group health plan which does not exclude or limit coverage for the qualified beneficiary's preexisting conditions;
- If the qualified beneficiary is no longer determined to be disabled, where coverage was extended beyond 18 months because of disability.

Continuation coverage under COBRA is not in effect until the qualified beneficiary elects that coverage, but, once elected, the coverage is retroactive to the date of the qualifying event. Qualified beneficiaries do not have to show that they are insurable to choose continuation coverage; however, they must be eligible for such coverage. The City of Inkster reserves the right to retroactively terminate COBRA coverage if an individual is determined to be ineligible.

If the qualified beneficiary is a covered former employee, he/she may add newborn or adopted child (ren) to his/her continuation coverage, provided the child (ren) are added within 30 days of the birth or adoption and the additional premium is paid. The children that are added will be considered qualified beneficiaries under the law.

Qualified beneficiaries must pay the designated premiums for their continuation coverage in a timely fashion. Qualified beneficiaries have 45 days from the date they elect continuation coverage to pay the initial COBRA premium. Thereafter, they will have a grace period of 30 days to pay any subsequent premiums.

At the end of the COBRA continuation coverage period, qualified beneficiaries may be allowed to convert their group health policy to an individual policy.

EMERGENCIES AFFECTING OPERATIONS

We will always be open for business during normal working hours. In the event of emergencies that affect normal business operations (e.g., earthquake, unusual storm conditions, etc.) management will make a determination whether the office will be open or closed and will notify employees by phone **text or email and any** other possible means.

If any department is unable to occupy their office due to any emergency or situation beyond their control, employees may be asked to report to work elsewhere.

EMERGENCY EVACUATION

You will find the Evacuation Plan for your office posted in a common area of your department. Please take time to become familiar with this plan. Employee safety and the safety of others is dependent on knowing what to do in the event of an emergency.

In the event of an emergency evacuation, all employees must immediately report to their designated location – ask your Human Resources office for a copy of your building's emergency evacuation plan. All employees are to remain at their designated location until a roll call is completed and instructions are given. Employees may only leave Emergency Headquarters after receiving permission from the designated person on your floor or group. Strict compliance with this procedure is essential to your safety.

EMPLOYMENT ELIGIBILITY DOCUMENTS

Federal regulations require the City of Inkster to comply with Immigration Reform and Control Act of 1986. All new employees must complete an I-9 Form and provide proof of their identity and their ability to work in this country. The Human Resources Department is responsible for obtaining the I-9 Form and verifying the eligibility to work in the United States. Employees will be expected to complete the I-9 Form during orientation on their first day of work. Human Resources will properly complete the Employer Section of the I-9 Form. If a new employee is unable to provide the necessary documentation within three working days from the date of hire, he/she must provide proof that he/she has applied for the required documents. If this not provided, the employee will be terminated.

EMPLOYMENT LAWS THAT AFFECT EMPLOYEES

Equal Employment Opportunity

The City of Inkster is an Equal Opportunity Employer (EOE). Accordingly, we promote equal opportunity in the areas of recruitment, employment, training, development, transfer, and promotion. Our employment practices are without regard to race, color, religion, creed, sex, age, disability or medical condition, national origin, veteran status, and all other categories protected by federal, state, and local anti-discrimination laws.

Disability Accommodation

The City of Inkster aims to keep with the spirit of the Americans with Disabilities Act and the religious discrimination provisions of Title VII of the Civil Rights Act. Whenever possible, we will make appropriate accommodations for employees with qualified disabilities or religious needs, as long as the accommodation does not cause the City or other employee's undue hardship or as may otherwise be determined by Federal Law.

If you require an accommodation for a medical condition or disability contact your supervisor or the Human Resources Labor Relations Administrator so that we can evaluate if and how the City may accommodate your needs. Your request for disability accommodation *will be handled in a sensitive and confidential manner.*

Religious Accommodation

If possible, a reasonable accommodation will be provided to allow time off without pay to observe religious holidays that are not otherwise City holidays. Requests for time off for bona fide religious observances will be considered on a case-by-case basis. So that we can reasonably accommodate your request, you must notify your supervisor of your request to take time off to observe a religious holiday at least three weeks before the date of your planned absence. If vacation time or personal business time is available, you may use it for the observance of such holidays, otherwise, such time off is without pay.

NOTE: This policy applies only to religious holidays. It does not apply to regular weekly days of worship. If an employee's regular work schedule falls on his/her worship days, generally he/she will be required to work as scheduled. Questions regarding work schedule/worship day conflicts should be directed to the Human Resources Labor Relations Administration.

MICHIGAN WHISTLEBLOWERS' PROTECTION ACT

The Michigan Whistleblowers' Protection Act (469 P.A. 1980) creates certain protections and obligations for employees and employers under Michigan Law.

Protection:

It is illegal for employers in Michigan to discharge, threaten or otherwise discriminate against you regarding your compensation, terms, conditions, location or privileges of employment because you or a person acting on your behalf reports, or is about to report, a violation or a suspected violation of federal, state or local laws, rules or regulations to a public body.

It is also illegal for employers in Michigan to discharge, threaten or otherwise discriminate against you regarding your compensation, terms, conditions, location or privileges of employment because you take part in a public hearing, investigation, inquiry or court action.

Obligations:

The Act does not diminish or impair either your rights or the rights of your employer under any collective bargaining agreement.

The Act does not require your employer to compensate you for your participation in a public hearing, investigation, inquiry or court action.

The Act does not protect you from disciplinary action if you intentionally make a false report.

Enforcement:

If you believe that your employer has violated this Act you may bring a civil action in Circuit Court within 90 days of the alleged violation of the Act.

Penalties:

Persons found in violation of Act MCL 15.365 shall be liable to a civil fine of not more than \$500.00 per section of the Act.

If your employer has violated this Act the court can order your reinstatement, the payment of back wages, full reinstatement of fringe benefits and seniority rights, actual damages, or any combination of these remedies. The court may also award all or a portion of the cost of litigation, including reasonable attorney fees and witness fees to the complainant if the Court believes such an award is appropriate.

DISCRIMINATION

Discrimination of any kind in the workplace is against the law. If you feel that you are a victim of discrimination **immediately** report it to the Human Resources Labor Relations Administrator or the **Mayor**, even if you have discussed it indirectly with the individual(s) involved.

Please provide the following information when reporting discrimination:

- 1) Date(s), time(s), and location(s) of the incident/incidences that took place;
- 2) Description of each incident: e.g., Was any physical contact made? What was said and/or done? Etc.;
- 3) Name(s) of anyone present during each incident; and,
- 4) Anyone with whom you've discussed the incident/incidences.

The Human Resources Department of the City will form an investigative team, which will be assigned to investigate all complaints of discrimination. The results of the investigation will be reported to the complaining party. Investigation of a discrimination complaint may include, but is not limited to, interviewing the complaining party as well as other employees or witnesses necessary to obtain sufficient information upon which to make an assessment of the situation. While we will make every effort to be sensitive to privacy issues, in the course of an investigation we will discuss relevant information with appropriate parties on a need-to-know basis. Witnesses and members of management are required to cooperate in investigations if it is determined that they have information that could assist the investigation team.

Retaliation against an employee who complains of discrimination is strictly prohibited and will not be tolerated.

We are committed to investigation and correcting any form of discrimination taking place in our City. We are committed to addressing these issues within our organization, and we believe we can effectively address such matters internally when employees advise us of a problem in this area.

HARASSMENT

State and Federal laws do not permit, nor will the City tolerate harassment of employees by other employees, by the recipients of City services, or the vendors/contractors with whom we do business. Likewise, the City will not tolerate harassment of a recipient of City services or vendors/contractors by any employee of the City.

This includes harassment because of race, sex, religious creed, color, national origin, ancestry, disability or medical condition, age, or any other basis protected by federal,

state or local law, ordinance or regulation. Such conduct by an employee could result in corrective action up to and including termination of employment.

Employees should also be aware that they may be held personally liable for monetary damages if they are found guilty of harassment. Employees, recipients of City services, and vendors/contractors should immediately report incidents to the Human Resources Labor Relations Administrator or the **Mayor** who will request that the investigative team act to find the facts and make a determination on how to handle the situation.

SEXUAL HARASSMENT

Freedom from sexual harassment in the workplace is also included in Title VII of the Civil Rights Act. While many situations are different, sexual harassment is generally defined as:

Any unwelcome sexual advances, requests for sexual favors and other visual, verbal or physical conduct of a sexual nature. Such conduct constitutes harassment when –

- 1) Submission to the conduct is made either an implicit or explicit condition of employment;*
- 2) Submission to or rejection of the conduct is used as a basis for an employment decision; or,*
- 3) The conduct interferes with a person's work performance or creates an intimidating, hostile or offensive work environment.*

The following are some examples of conduct that may be considered sexual harassment. This list is provided as a sample of inappropriate workplace conduct, but is by no means all-inclusive.

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- Visual conduct such as derogatory and/or racially/sexually-oriented cartoons, clothing, drawings, posters, photographs or gestures;
- Transmitting sexually suggestive, derogatory or offensive materials via City computers (e.g., E-mail) or accessing such information on the Internet while at work;
- Physical conduct such as assault, unwanted touching, blocking normal movement, or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment or receipt of products/services, or to avoid some other loss, and offers of employment benefits or extra services in return for sexual favors; and, - Retaliation for having reported or threatened to report harassment.

Such behavior is unacceptable in the workplace and in other work-related settings such as business trips, conferences/workshops, and social events with co-workers (whether or not the social event is sponsored by the City). Such conduct by vendors/contractors or visitors to our City also will not be tolerated.

If you feel that you are a victim of sexual harassment or observe sexual harassment of another employee or recipient of court services, vendor or contractor, immediately tell the person displaying offensive behavior to “**stop**”. He or she may not be aware that his or her conduct is unwelcome or offensive. We encourage employees to address harassment directly when it occurs. However, this is not required. Even if you have discussed the incident directly with the individual(s) involved, employees should **immediately** report any incident of harassment to the Human Resources Labor Relations Administrator or the **Mayor**. **IMPORTANT:** In some cases, the harasser may be the employee’s supervisor or manager; therefore, employees are **not required** to inform his/her supervisor or manager before reporting incidents to the Human Resources Labor Relations Administrator or the **Mayor**.

To assist the investigative team in fact-finding, please provide the following information when reporting harassment.

- 1) Date(s), time(s), and location(s) of the incident/incidences that took place;
- 2) Description of each incident: e.g., Was any physical contact made? What was said and/or done? Etc.;
- 3) Name(s) of anyone present during each incident; and,
- 4) Anyone with whom you’ve discussed the incident/incidences.

All complaints of harassment will be investigated by the Human Resources investigative team, and the results of the investigation will be reported to the complaining party. Investigation of a harassment complaint may include, but is not limited to, interviewing the complaining and accused parties as well as other employees or witnesses necessary to obtain sufficient information upon which to make an assessment of the situation. While we will make every effort to be sensitive to privacy issues, **during** an investigation we will discuss relevant information with appropriate parties on a need to know basis.

Retaliation and/or discrimination against an employee who complains of harassment or sexual harassment is strictly prohibited and will not be tolerated.

We are committed to addressing these issues if, and when, they occur within our organization; and we believe we can effectively address such matters internally when employees advise us of a problem in this area. Accordingly, we need your cooperation in immediately reporting conduct you feel may be a form of harassment.

If a **Supervisor** is notified by any governmental agency that it is going to conduct an inspection of the I-9 documents, the **Supervisor** should contact Human Resources immediately.

EMPLOYMENT OF RELATIVES

While the organization has no prohibition against hiring relatives of other employees, close family members such as parents, children, spouses, siblings, or in-laws will not be hired into, or transferred from, positions where they directly or indirectly supervise or are supervised by another close family member. The City of Inkster reserves the right to determine in all cases if a close enough familial relationship exists to prohibit a supervisory relationship.

EMPLOYMENT RECORDS

The City of Inkster is required to keep accurate, up-to-date employment records on all employees to ensure compliance with state and federal regulations, to keep benefits information up-to-date, and to make certain that important mailings reach all employees. The organization considers the information in employment records to be confidential.

Employees must inform the City of Inkster of updates to their personnel file such as a change of address, changed telephone numbers, emergency contact, marital status, number of dependents, or military status. Employees should also inform their supervisor and Human Resources of any outside training, professional certifications, education, or any other change in status. In addition to a general personnel file, the City of Inkster maintains a separate medical file for each employee. Access to an employee's medical file is extremely limited.

The City of Inkster will only verify dates of employment and job titles to outside agencies inquiring by telephone. No other information will be provided without written authorization from the employee, except what is required to comply with the law.

All current employees will be permitted to review their personnel files at reasonable times with reasonable notice.

EMPLOYEES WITH LIFE-THREATENING ILLNESSES

Employees with life-threatening illnesses such as cancer, heart disease, and AIDS often are able to continue working with minimal impact on the workplace. We support the efforts of such employees and will provide reasonable accommodation whenever possible as long as the employee is able to perform his or her essential job functions.

AIDS AND RELATED MEDICAL CONDITIONS

We recognize that Acquired Immune Deficiency Syndrome (AIDS), and related conditions such as AIDS-Related Complex (ARC), or persons who are HIV positive, as well as those with Hepatitis-type viruses pose significant concerns for employees in the workplace. Accordingly, we have established the following guidelines for handling issues that arise when an employee is affected with any of these conditions.

- Based on overwhelming medical evidence and scientific opinion, including statements from the U.S. Public Health Service Center for Disease Control, these conditions are not casually transmitted in ordinary social or occupational settings. Therefore, subject to changes in available medical information, employees with AIDS or any of its related conditions may continue to work as long as they are certified able to perform essential job functions by a licensed health care provider.
- Co-workers may not refuse to work with affected employees or withhold service to affected members of the public for fear of contracting any of these conditions.
- Employees may not harass or otherwise discriminate against an HIV/ARC/AIDS affected employee or recipients of City services.
- Employees who engage in such behavior by refusing to work with, or by harassing or otherwise discriminating against employees or recipients with these conditions are subject to corrective action up to and including termination of employment.
- We will treat any of these conditions the same as other illnesses in terms of our employee policies and benefits, group health and life insurance, disability leaves of absence and other disability benefits.

We are committed to maintaining a safe and healthy work environment for all employees. Recognizing the need to be accurately informed about these conditions, we will provide on request, information regarding the facts about these medical conditions. Employees who would like this information should contact their Human Resources office.

DISCLOSURE OF MEDICAL INFORMATION

Medical information is considered confidential. We will make every effort to maintain the confidentiality of medical information divulged to us, however, we cannot guarantee absolute confidentiality when such information is shared with other than the Administrator of Human Resources or his/her designee.

Supervisors, and employees are expected to respect the sensitivity of medical information and to maintain confidentiality when they become privy to such information. Employees who disclose confidential medical information about another employee are subject to corrective action up to and including termination of employment.

EMPLOYMENT VERIFICATIONS AND REFERENCES

From time-to-time you may need the City to verify your employment for loans or to prospective employers. While we are not required to provide such information, we do as a courtesy. All employment verification/reference requests, either by mail or phone, must be directed to the Human Resources Department. We will not be liable for information provided when the request is directed to someone other than Human Resources. To protect confidentiality, we will only release the employee's dates of employment and job title, unless we have written authorization from the employee to release additional information.

ETHICS AT THE CITY OF INKSTER

Employees are expected to adhere to the highest standards of personal, professional, and business ethics, and to always use common sense, good judgment and conduct when on duty or representing the City. Honesty, respect and care in dealings with others on the job, in performing your duties, and in dealings with the public, vendors, and visitors should be standard benchmarks of your behavior. It is important to avoid even the appearance of unethical behavior in all business relationships. Please contact your supervisor or the Human Resources Labor Relations Administrator with any questions or concerns you have regarding business ethics at the City of Inkster. Engaging in unethical conduct may result in corrective action up to and including termination of employment. "Unethical conduct" includes but is not limited to:

- Engaging in business conduct which is damaging to our reputation;
- Disclosing or misusing confidential or proprietary information belonging to the City or any recipients of City services;
- Promising or giving something of value to anyone doing or seeking to do business with us in order to influence them in matters relating to us;
- Accepting gifts, entertainment, services, or other benefits where the purpose is to unduly influence our business decisions. Gifts or benefits valued at over \$50.00 or \$25.00 lasting for more than one day may not be accepted;
- Selecting vendors based on non-business reasons, such as personal or non-city business relationships;
- Directing business to a relative, friend, or City in which you or one of your family members has a direct or indirect financial or personal interest;
- Representing or discussing City affairs with the media without proper authorization; ➤ Undermining business decisions.
- Engaging in any illegal activity on City property or on behalf of the City,
- Using City confidential information, facilities, supplies, and/or merchandise for personal gain.

ETHICS AND CONFLICTS OF INTERESTS

Employees are expected to use good judgment, adhere to high ethical standards and avoid situations that create an actual or perceived conflict between their personal interests and those of the organization. The City of Inkster requires that the transactions employees participate in are ethical and within the law, both in letter and in spirit.

The City of Inkster recognizes that different organizations have different codes of ethics. However, just because a certain action may be acceptable by others outside of the City of Inkster as “standard practice,” that is by no means sufficient reason to assume that such practice is acceptable at our organization. There is no way to develop a comprehensive, detailed set of rules to cover every business situation. The tenets in this policy outline some basic guidelines for ethical behavior at the City of Inkster. Whenever employees are in doubt, they should consult with their **Supervisor**.

Conflict of interests or unethical behavior may take many forms including, but not limited to, the acceptance of gifts from competitors, vendors, potential vendors, or customers of the organization. Gifts may only be accepted if they have a nominal retail value and only on appropriate occasions (for example, a holiday gift). Employees are cautioned not to accept any form of **remuneration** or non-business-related entertainment, nor may employees sell to third parties any information, products, or materials acquired from the organization. Employees may engage in outside business activities, (see requirement on Other Employment) provided such activities do not adversely affect the organization or the employee’s job performance and the employee does not work for a competitor, vendor, or customer. Employees are prohibited from engaging in financial participation, outside employment or any other business undertaking that is competitive with, or prejudicial to, the best interests of the City of Inkster. Employees may not use proprietary and/or confidential information for personal gain or to the organization’s detriment, nor may they use assets or labor for personal use.

If an employee or someone with whom the employee has a close personal relationship has a financial or employment relationship with a competitor, vendor, potential vendor, or customer (client) of the organization, the employee must disclose this fact in writing to Human Resources. The organization will determine what course of action must be taken to resolve any conflict it believes may exist. If the conflict is severe enough, the City of Inkster may be forced to ask the employee to tender his/her resignation. The City of Inkster has sole discretion to determine whether such a conflict of interest exists.

Employees are encouraged to seek assistance from their **Supervisor** with any legal or ethical concerns. However, the City of Inkster realizes this may not always be possible. As a result, employees may contact Human Resources to report anything that they cannot discuss with their **Supervisor**.

FAMILY AND MEDICAL LEAVE ACT

The organization's family and medical leave policy is available to employees with at least 12 months of service and who have worked at least 1,250 hours within the preceding 12-month period. If eligible, an employee may be able to take up to 12 weeks of unpaid leave during the calendar year (based on a 12-month rolling calendar) for the following reasons:

- The birth of a child or to care for a child within the first 12 months after birth;
- The placement of a child with the employee for adoption or foster care within the first 12 months of placement;
- To care for an immediate family member who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the functions of his/her position.

When requesting leave, the employee must provide the organization with at least 30 days of advance notice whenever possible. Medical certification will be required if the leave request is for the employee's own serious health condition or to care for a family member's serious health condition. Failure to provide the requested medical certification in a timely manner may result in denial of the leave until it is provided.

Qualifying FMLA leave will not be counted as an absence under the organization's attendance policy.

The organization, at its expense, may require an examination by a second health care provider designated by the City of Inkster if the organization has a reasonable question regarding the medical certification provided by the employee.

The City of Inkster will maintain health care benefits for the employee while on FMLA leave, but the employee is responsible for paying the normal monthly contribution. If the employee elects not to return to work at the end of the leave period, the employee will be required to reimburse the organization for the cost of premiums paid for maintaining coverage during the leave period. All other benefits cease to accrue during the unpaid portion of the leave.

Employees must use any accumulated sick, may use vacation time, or personal time (PTO) to the extent available during this leave period, unless such leave is covered under Worker's Compensation, in which case the employee may only use accumulated leave time for the purpose of satisfying any waiting period. Absences in excess of these accumulated days will be treated as leave without pay. Upon return from leave, the employee will be restored to his/her original or an equivalent position. If an employee fails to return at the end of FMLA leave, the employee will be considered to have voluntarily resigned his/her position with the organization.

If the employee and his/her spouse both work for the organization, they are both eligible for leave. In case other than the employee's own serious health condition, the total leave period for the employee and the employee spouse may be limited to 12 weeks total (combined).

It may be medically necessary for some employees to use intermittent FMLA leave. The organization will work with employees to arrange reduced work schedules or leaves of absence in order to care for a family member's serious medical condition or their own serious medical condition. Leave because of the birth or adoption of a child must be completed within the 12-month period beginning on the date of birth or placement of the child. It may not be taken intermittently without special permission from Human Resources.

If an employee requests an extension of leave beyond the 12-week period because of his/her own serious medical condition, the employee must submit medical certification of a continued serious health condition in advance of the request. The organization will review such requests on a case-by-case basis in order to determine whether it can reasonably accommodate such a request. Reinstatement is not guaranteed when granted extended leave and will depend upon the business needs of the organization.

Hepatitis B Vaccine Policy

All employees who have been identified as having occupational exposure to blood or other potentially infectious materials will be offered the Hepatitis B vaccine, at no cost to the employee, under the supervision of a licensed physician or licensed healthcare professional. The vaccine will be offered after blood borne pathogens training and within 10 working days of their initial assignment to work involving the potential for occupational exposure to blood or other potentially infectious materials unless the employee has previously received the complete Hepatitis B vaccination series, antibody testing has revealed that the employee is immune or that the vaccine is contraindicated for medical reasons.

Employees who decline the Hepatitis B vaccine will sign a declination statement. (See appendix A of this exposure control plan)

Employees who initially decline the vaccine but who wish to have it at a later date may then have the vaccine provided at no cost.

APPENDIX A

Hepatitis B Vaccine Declination Statement

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring Hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with the Hepatitis B vaccine at no charge to myself. However, I decline Hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring Hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with the Hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Employee Signature _____

Date _____ Witness _____ Date _____

HOUSEKEEPING

Good housekeeping by all of us is important to maintain a safe and healthy work environment. It means better and more pleasant working conditions, helps reduce accidents, adds to the efficiency of our operations, and contributes to the quality of our work and the services we provide.

The appearance of our workplace and our employees is very important to our efficiency, and to conveying the right message to our customers and prospective customers.

Some examples of how employees can assist with housekeeping tasks include:

- All desks/work tables should be kept neat and orderly at all times with all materials put away in files or cupboards at the end of the day.
- Empty coffee cups, dishes and other kitchen items should be removed from desks and washed at the end of each day. DO NOT stack dishes in the sink!
- The break room and other common employee areas should be kept neat and tidy at all times. This is everyone's responsibility.
- Conference areas should be straightened up immediately after each meeting.
- Recyclable materials such as computer papers, soft drink cans, etc., should be put in the appropriate "recycling" containers.
- Employees are encouraged to conserve energy. Turn off lights when not needed, close doors in heated or air-conditioned areas, turn down the heater/air conditioner half an hour before the end of the work day.
- Eating areas should be thoroughly cleaned immediately after eating, before returning to work.
- Shut off lights and equipment and lock up the office when you are the last one to leave at night.

IDENTIFICATION BADGES AND BUILDING ACCESS

In order to protect the safety and maintain the security of all employees, every employee is required to wear a picture identification badge at all times while on company premises. Failure to do so will subject the employee to corrective action. Employee badges must be visible to the public.

Human Resources will issue an ID badge to all new employees during orientation on their first day of employment. Loss or damage of the ID badge should be reported to Human Resources immediately in order for the badge to be deactivated in the system. The badge is the property of the City of Inkster and must be returned upon termination of employment. ***Employees will be able to replace their employee ID at no cost, as needed. The cost for any additional replacement will be \$15.***

Because employee ID badges are also the means by which employees enter and leave the premises, employees must not loan their badges to anyone including other employees, nor should employees allow anyone to enter the premises that the employee does not know to be an employee of the City of Inkster. Failure to observe these safety regulations could endanger the safety and security of all other employees and could subject the employee to corrective action up to, and including, termination.

INSURANCE COVERAGE

The City of Inkster carries Liability Insurance to limit the City's exposure to lawsuits, claims and settlements. Each person covered under the existing city insurance program (employee, administrator, council member, board or commission member, part time employee or volunteer) is subject to the terms and conditions of the policy of insurance in effect at the time.

These terms and conditions excludes coverage for any work, act or conduct which is committed outside the course and scope of their employment and/or the respective duties of any board members and commissioners and includes any matters requested by any of the above listed individuals of any subordinate employees by their respective supervisors. These terms and policy conditions expressly excludes coverage for work, acts or duties which are independent revenue producing acts or conduct and which are beyond any salary and benefits which are provided by the City.

Any work, act or conduct performed by any employee, administrator, council member, board or commission member, part time employee or volunteer which is committed outside of the scope of their employment and/or the duties of their respective offices will not be covered by the City's Liability Insurance Policy. In the event that any such individual listed above performs any work, act or conduct beyond the scope of their employment and/or the duties of their respective offices, then in the event that any claim or law suit is filed against such individual and the City, such individual must defend and indemnify the City and provide their own insurance policy naming the City as an additional insured and provide proof of same.

Approved by Inkster City Council and Effective as of August 2018

JOB DESCRIPTIONS

A job description is a formal document describing the nature, scope, physical requirements, and responsibilities of a specific job within the organization. Job descriptions are used for purposes of training and development, annual performance appraisals, promotions, recruiting, and hiring. Job descriptions are prepared by the Human Resources Department.

Human Resources are responsible for:

1. Administering the overall job description program;
2. Providing the necessary training, instructional materials, and assistance to employees, supervisors, and department managers;
3. Monitoring job descriptions for proper format;
4. Maintaining a central file of all current job descriptions; and
5. Ensuring that all positions have a job description.

Mayor and Department Heads are responsible for reviewing and Mayor and Human Resources approving job descriptions for their areas.

The organization's job evaluation program provides a systematic and equitable method of evaluating all jobs within. Job performance evaluation will be done twice a year and summaries forwarded to the Mayor and the Human Resource Department. All new positions must be evaluated and approved before the job can be posted. When the duties of a job change significantly, it may be necessary to reevaluate the job's classification.

LOBBY ETIQUETTE

- Employees are not to take or initiate personal cell phone calls in the lobby.
- Employees are to immediately provide service to those entering City Hall.
- Casual conversation while citizens are present at your station/counter is prohibited.
- Loud conversation from one department to another (those departments off of the lobby) is not allowed. If conversation is warranted, use the telephone to make contact and speak with someone in that department.
- Loud laughing and horse playing while in the view of citizens is prohibited.
- Any discussion concerning citizen's personal/business matters in the lobby, which may be overheard by others, is prohibited.
- Employees must wear their employee identification badges at all times.

We, as business professionals, need to maintain a proficient level of professionalism when dealing with our citizens.

We should strive to assure that all citizens feel that they are receiving the best service possible when they visit City Hall.

Your support and adherence to these guidelines is appreciated.

MEDIA RELATIONS GUIDELINES

1. Whenever time permits, the **Mayor** will be notified before any press release or news conference is conducted. This applies in all cases except where it is a routine release of current or general information that is released on a regular basis. **All media contact must go directly to the Mayor.**
2. Prior to any scheduled press conference, a briefing will be attended by the City Officials involved and the **Mayor**. The following will be determined at this briefing:
 - a. Who will be the spokesperson for the City.
 - b. What information will be released.
 - c. What other entities should be involved, i.e. County or State agencies.
 - d. Where the conference will be conducted.
 - e. Who will prepare the written press release.
 - f. When the press conference will be held.
3. City labor union representatives cannot conduct union press conferences or discuss union issues with the news media while on duty, unless they receive permission from **the Mayor**. Prior approval must be received before any on-duty discussions with the media are conducted.

MILITARY/RESERVE LEAVE

The City of Inkster will abide by all the provisions of the Uniformed Services Employment and Re-Employment Act (USERRA) and will grant military leave to all eligible full-time and part-time employees. Military leave may be granted to full-time and part-time employees for a period of four (4) years plus a one-year voluntary extension of active duty (5 years total), if this is at the request and for the convenience of the United States Government.

As with any leave of absence, employees must provide advance notice to their supervisor of their intent to take military leave and must provide appropriate documentation.

An employee's salary will not continue during military leave unless required by law. However, employees may request to use any vacation or personal leave time (or PTO)

accrued during military leave. Benefit coverage will continue for 31 days as long as employees will be eligible to continue health benefits under COBRA and will be required to pay 102% of the total cost of their health benefits if they wish to continue benefits.

Upon return from military leave, employees will be reinstated with the same seniority, pay, status, and benefit rights that they would have had if they had worked continuously. Employees must apply for employment within ninety (90) days of discharge from the military. Employees who fail to report for work within the prescribed time after completion of military service will be considered to have voluntarily terminated their employment.

If employees are reservists in any branch of the Armed Forces or members of the National Guard, they will be granted time off for military training. Such time off will not be considered vacation time (or PTO). However, employees may elect to have their reserve duty period be considered as vacation time (or PTO) to the extent they have such time available.

NEW EMPLOYEE ORIENTATION

In an effort to insure a smooth transition to the City of Inkster, all newly hired employees will participate in an orientation. Orientation is the responsibility of the Human Resources Department. Human Resources will be responsible for providing new employees with:

- A history of the organization;
- An explanation of the operations of the organization, and
- An overview of the organization's policies, procedures, and benefits. (New Hire Packet).

All new employees must attend an orientation session. During the orientation session, the employee will receive an employee personnel policy manual and will be given an opportunity to ask questions about any information contained in the employee personnel policy manual.

The new employee's supervisor is responsible for ensuring that each employee attends an orientation session. In addition, **Department Heads** are responsible for all job training. **Department Heads** should communicate often with new employees during the first few weeks of their employment to ensure they are progressing satisfactorily.

NON-FRATERNIZATION

While the City of Inkster encourages friendly relationships between members of management and their subordinates, it recognizes that involvement in a romantic relationship may compromise or create a perception that compromises a member of management's ability to perform his/her job. Any involvement of a romantic nature

between an officer, director, **department head**, supervisor, or agent of the organization and anyone he/she supervises, either directly or indirectly, is prohibited. Violation of this policy will lead to corrective action up to, and including, termination of the management individual involved in the relationship.

OTHER EMPLOYMENT

While the City of Inkster does not prohibit employees from having a second job, secondary employment must not affect the employee's work hours, interfere or conflict with the employee's regular duties, raise any ethics concerns, or necessitate long hours that may impact the employee's working effectiveness. Employees that are contemplating secondary employment are required to submit a written request for approval to **the Mayor**. The written request should identify the secondary employer, the nature of the duties to be performed, and the anticipated hours the employee will be working. This request will be promptly answered in writing and a copy placed in the employee's personnel file. All Police Departments personnel must comply with General Order No: 98-1 "Secondary Employment".

PARKING

Parking at our facilities, or when driving on City business is at your own risk. **The City of Inkster do not** assume liability for theft or damage to your car or personal belongings, **while parking at our facilities.**

PERFORMANCE APPRAISALS

To provide employees feedback about their performance, and to facilitate two-way communication, periodically **Department Heads or appointees of the Mayor** will provide employees with an evaluation of their performance. Performance appraisals are conducted yearly and for new hires and those receiving promotions as follows:

Unionized Employees:

Refer to specific contractual language for the length of the probationary period for new hires and for promotions. An evaluation should be completed prior to the end of the probationary period.

Evaluations have ratings of *Exceeds Expectations*, *Meets Expectations*, and *Needs Improvement/Unsatisfactory*. **Department Heads or appointees of the Mayor** will use these ratings to evaluate an employee in terms of job knowledge, performance, quantity, quality, timeliness of work, personal accountability, and personal skills. Probationary employee must receive a rating of a least *Meets Expectations* for any upgrade.

For At-Will Employees:

At-will employees have no probationary period. They can be evaluated at any time of their employment; however, a **semi-** annual evaluation is kept in that employee's Personnel file. The **Department Head** will use these ratings to evaluate an employee in terms of job knowledge, performance, quantity, quality, timeliness of work, personal accountability, and personal skills. At-will employees must receive a rating of at least *Meets Expectations* for any upgrade. **The Department Head will evaluate an employee in terms of job knowledge.**

PERSONAL BELONGINGS

Every employee is urged to be mindful of any personal property they bring to the City. Money, wallets, purses, etc., should never be left unattended or in unlocked desks. The City cannot be responsible for any personal items you bring in to personalize your desk, office or work area.

In a facility of this size that is open to the public, theft will occur. Each one of us needs to do our share to minimize these thefts by being aware of the problem and actively work at not becoming a victim of theft.

- Purses and wallets should not be left in areas exposed to others including the public.
- Personal items in your work area are your own responsibility.
- All missing items should be reported on an Incident Report Form and sent to the Human Resources Office.

PHONE CALLS AND INTERNET USAGE

Business Phone Calls:

A great majority of our business is conducted over the phone making our telephone techniques extremely important. A friendly but business-like telephone manner should always be projected. When you are away from your work area, make a habit of forwarding your phone to the appropriate extension.

Personal Phone Calls:

We recognize that periodically, personal calls must be made or be received during business hours. Such calls should be held at a minimum so that they do not interfere with the workflow.

Personal Cellular Phone Calls:

In order to provide an optimum work environment, employees are expected to have cell phones turned off during work hours. Ringing cell phones are a distraction to other coworkers and can interfere with productivity. Cell phones should only be used during breaks/lunches and outside of the office. Flexibility will be provided in circumstances demanding immediate/emergency attention.

Voicemail:

Voicemail was installed to help maintain our high quality of service for clients and to increase efficiency throughout the office. Voicemail will only be an option to the caller; the call will not be put directly into voicemail. It is recommended that employee greetings be changed daily. They should be brief and communicate your availability to clients.

Internet Usage:

Internet usage is provided to the City of Inkster employees to conduct work-related business. Incidental and occasional personal use is permitted based upon supervisory approval. This privilege should not be abused and must not affect a user's performance of employment related activities. Non-business Internet activity will be restricted to nonbusiness hours.

E-mail Usage:

E-mail accounts are provided to the City of Inkster employees to conduct work-related business. While this resource is to be used primarily for business, the Company realizes that employees may occasionally use the privilege for personal matters, and therefore permits limited personal e-mail during non-business hours.

- All e-mail on the City of Inkster information systems, including personal e-mail, is the property of the City of Inkster. As such, all e-mail can and may be periodically monitored.
- Outgoing and incoming e-mail of an offensive, pornographic, or otherwise inappropriate nature is prohibited. Violations of this may result in disciplinary action, up to and including termination of employment.

Desktop Services

The City of Inkster prohibits the downloading of software from the Internet because of significant risk of infecting the Company systems with a virus and the unreliability of such downloaded software. All the City of Inkster's information systems will be subject to periodic inventory and inspection for compliance.

USE OF E-MAIL AND VOICE MAIL

Electronic mail and telephone voice mail are efficient and valuable business tools. They are also the property of the organization. Neither of these systems is considered to be confidential, nor should they be used to meet an employee's own personal needs. If an employee receives a message that is not addressed to him/her, he/she is not authorized to read or use information contained in that message.

The rule of thumb when it comes to e-mail and voice mail is that employees should not say or write anything that they would not want someone other than the intended receiver to hear or read. Remember that even when an e-mail or voice mail message has been deleted from a location, it is still possible to retrieve and read that message.

The City of Inkster reserves the right to access and read any information contained in computers, computer files, e-mail messages, or voice mail messages. Employees should have no expectation of privacy with regard to these communications and will be in violation of the organization's discrimination and harassment policy if they send, receive, or access discriminatory, harassing, or otherwise inappropriate e-mails or voice mails.

PLAYING COMPUTER GAMES ON CITY-OWNED COMPUTERS DURING WORKING HOURS

This communication is to put every employee on notice that playing computer games on City-owned computers during working hours is prohibited and any employee observed playing these games will be dealt with in an appropriate manner. City-owned computers are for work and not for playing games.

POLITICAL CAMPAIGN ACTIVITIES

Involvement with political campaigning while on the job is prohibited. This includes but is not limited to wearing political buttons, distributing campaign literature, selling political fund-raising tickets, etc. It is inappropriate for City employees to associate in partisan activities while on the job, not only because it takes away from your City job but also it gives the appearance that the City favors a particular candidate.

Participation of City employees in the election campaigns of incumbent officials during work hours is prohibited.

Such activities shall not be allowed on any City-owned property at any time. Further, no officer or employee shall be coerced, either directly or indirectly, into performing any

political activities. Nor shall the refusal by any officer or employee to perform any political activities result in any punishment or disciplinary action being taken against said officer or employee. Any officer or employee found to have violated the provisions of this section may be removed from office by action of the Civil Service Commission, or in the case of non-civil service employees, by the appropriate appointing authority.

This regulation, however, does not prevent nor preclude individuals from exercising their constitutional right to support the candidate (s) of their choice during non-duty hours.

PROGRESSIVE DISCIPLINE

Mayor and Department Heads of the City of Inkster practice progressive discipline when corrective action is necessary to improve an employee's behavior or performance. However, in some instances, an employee may be subjected to suspension or termination without progressive discipline.

The normal steps in progressive discipline are as follows:

- Oral Reprimand
- Written Reprimand
- Suspension or Demotion
- Discharge

- ❖ **Unionized employees are governed by the Collective Bargaining Unit**
- ❖ **At-will employees can be disciplined up to termination based on the circumstances**

Nothing in the progressive disciplinary policy prevents the City from directly discharging an employee depending upon the severity of the offense. Employees who are part of bargaining units should consult their written contract for specific information on the disciplinary procedures allowed in their agreements.

Should progressive discipline be necessary, it will be conducted in a confidential and professional manner so as to not cause embarrassment to the employee. Information on progressive discipline may appear in portions of an employee's personnel file located in Human Resources.

PROFESSIONAL ATTIRE

Personal Appearance and Hygiene

The appearance of our employees is important to demonstrating the professionalism of our organization. For this reason, each employee is expected to report for work each day with appropriate hygiene, appearance and attire for his or her position.

Attire should be consistent with job responsibilities and should not jeopardize the safety of the employee or distract others. Anyone reporting to work in inappropriate clothing will be sent home to change.

It is impossible to describe or define every possible acceptable or unacceptable example of attire. Generally speaking, clothing should be in keeping with the image of a professional organization and generally does NOT include:

- Excessively worn, torn or dirty clothing.
- Clothing with suggestive or offensive logos, pictures, insignia, etc.
- Sexually suggestive clothing. (ripped/torn jeans, leggings, tank tops; camisoles, off the shoulder tops, cropped tops, sheer tops.
- Casual footwear such as flip-flops or house shoes
- Exercise attire including "sweats"
- ❖ Jeans, gym shoes, city logo shirts or casual shirts can be worn on dress down day (Fridays)

If in doubt, ask prior to wearing the item. The Department Head will determine whether or not attire is acceptable for their work unit and will apply the policy and their interpretation consistently among staff with similar job duties.

Personal cleanliness is a must for all employees. Body odors, strong perfume or smoke may all be particularly offensive to the public or coworkers. Employees should take pride in their personal hygiene and appearance and report to work clean and groomed appropriately.

SAFETY AND HEALTH

At the City of Inkster, we believe that an effective safety program requires proper job performance from everyone in the workplace. The City has formed a committee of employees who meet regularly as a *Safety Committee* and recommend best safety practices to the **Mayor**.

We have made a commitment to ensure that all employees know about the materials and equipment they are working with, what known hazards are present and what is being done to control or eliminate these hazards.

It is extremely important that each employee understand the following rights and responsibilities:

- No employee is expected to undertake a job until he or she has received instructions on how to do it properly and has been authorized to perform that job.
- No employee should undertake a job that appears to be unsafe or use chemicals without understanding their toxic properties.
- Mechanical safeguards must be in place before operating any piece of machinery and must stay in place while that machinery is being operated.
- Each employee is expected to report all unsafe acts or conditions encountered during work or on City property to his or her immediate supervisor.
- Any injury or illness which you believe to be related to work at the City of Inkster, no matter how slight must be immediately reported to your supervisor and Human Resources.
- Every employee is responsible for housekeeping duties. Good housekeeping is one of the important factors in accident prevention.
- Employees are expected to assist management in accident prevention activities. Our safety and health program will continue to be improved only through the joint efforts of all employees.

Questions help us identify areas where more information is needed, and then allows us to provide you with sufficient information to perform your job safely. **PLEASE** ask questions!!! Employee suggestions and identification of potential hazards are critical to the success of our safety efforts, so **PLEASE** make suggestions.

CODE OF SAFE PRACTICES

The following safe practices apply to all employees. As a condition of employment, each employee is expected to adhere to the following safe work practices:

- 1) Follow all safety practices, render every possible aid to safe operations, and immediately report all unsafe conditions to your supervisor or Human Resources.
- 2) Immediately report all accidents, injuries and illnesses related to work to your **Department Head** and Human Resources.
- 3) In the event of a fire, sound the alarm and then evacuate the building in accordance with designated evacuation procedures.
- 4) Upon hearing the alarm, stop work and proceed to the nearest clear exit. Gather at the appointed location (emergency headquarters).
- 5) Only trained and designated workers may attempt to respond to a fire or other emergency.
- 6) Fire extinguishers shall be kept clear at all times.
- 7) Employees shall not store excessive combustibles (paper, etc.) in work areas.
- 8) Aisles, hallways and doorways shall be kept clear at all times.
- 9) No horseplay is allowed at any time. The use of intoxicating substances on the premises is prohibited.
- 10) VDT screen positions should be positioned to prevent eye, back and muscle strain.
- 11) Chairs and VDT keyboards should be positioned to prevent eye, back and muscle strain.
- 12) Workstations and surrounding areas should be kept free of debris and excess electrical cords.
- 13) Caution should be exercised when moving about the office to prevent falls or collisions with furniture, equipment and/or other employees.
- 14) File cabinet and desk drawers shall be opened one at a time and closed when work is finished.

- 15) Care should be exercised when closing file drawers to prevent finger/hand injuries.
- 16) When carrying objects, care should be exercised to avoid overexertion and strain. When lifting heavy objects, the large muscles of the leg instead of the smaller muscles of the back shall be used.
- 17) Employees should take regular rest periods and should vary work periodically to minimize strain.
- 18) Employees shall follow all prevention methods outlined in training sessions provided.
- 19) Work shall be well planned and supervised to prevent injuries in the handling of all materials and equipment.
- 20) Employees shall cleanse themselves thoroughly after handling hazardous substances and follow all instructions pertaining to the use of such substances.

Workplace Search Policy

All property belonging to the City, including City vehicles, desks, file cabinets, lockers and other storage areas, is subject to inspection at any time, without notice, to investigate a violation of workplace rules. Employees should not have any expectation of privacy with regard to City premises or property. Searches may be required to comply with federal, state and safety regulations.

SOCIAL SECURITY NUMBER PRIVACY POLICY

I. Policy

Pursuant to Michigan state law, it is the policy of the City of Inkster to protect the confidentiality of social security numbers. No person shall knowingly acquire, disclose, transfer, or unlawfully use the social security number of any employee or other individual unless in accordance with applicable state and federal law and the procedures and rules established by this policy.

II. Administrative Procedures/Rules

A. Social Security Number Defined

As used in this policy, the term "social security number" includes both the entire nine-digit number and more than 4 sequential digits of the number.

B. Public Display

Social security numbers shall not be placed on identification cards or badges, membership cards, permits, licenses, time cards, employee rosters, bulletin boards, or any other materials or documents that are publicly displayed. Documents, materials, or computer screens that display social security numbers or other sensitive information shall be kept out of public view at all times.

C. Access to Social Security Numbers

Only persons authorized by the responsible department, **Mayor and Human Resource Department** shall have access to information or documents that contain social security numbers.

D. Mailed or Transmitted Documents

Documents containing social security numbers shall be mailed or transmitted in the following circumstances:

- (i) State or federal law, rule, regulation, or court order or rule authorizes, permits, or requires that a social security number appear in the document.
- (ii) The document is sent as part of an application or enrollment process initiated by the individual whose social security number is contained in the document.
- (iii) The document is sent to establish, confirm the status of, service, amend, or terminate an account, contract, policy, or employee or health insurance benefit or to confirm the accuracy of a social security number of an individual who has an account, contract, policy, or employee or health insurance benefit.
- (iv) The document or information is a copy of a public record filed or recorded with the county clerk or register of deeds office and is mailed by that office to a person entitled to receive that record.
- (v) The document or information is a copy of a vital record recorded as provided by law and is mailed to a person entitled to receive that record.
- (vi) The document or information is mailed by or at the request of an individual whose social security number appears in the document or information or his or her parent or legal guardian.

Documents containing social security numbers that are mailed or otherwise sent to an individual shall not reveal the number through the envelope window, nor shall the number be otherwise visible from outside the envelope or package.

Social security numbers shall not be sent over the internet or a computer system or network (e.g. through E-mail) unless the connection is secure or the transmission is encrypted. No individual shall be required to use or transmit his or her social security number over the internet of a computer system, or to gain access to an internet website, computer system, or network (e.g. through e-mail) unless the connection is secure, the transmission is encrypted, or a password or other unique personal identification number or other authentication device is also required to gain access to the internet website or computer system or network.

E. Storage and Disposal

All documents or files that contain social security numbers shall be stored in a physically secure manner. Social security numbers shall not be stored on computers or other electronic devices that are not secured against unauthorized access.

F. Information Collected

Social security numbers should only be collected where required by federal and state law or as otherwise permitted under the Michigan Social Security Number Privacy Act. If a unique identifier is needed, a substitute for the social security number shall be used.

G. Accountability

Any person who fails to comply with this policy shall be subject to discipline up to and including discharge.

H. Policy Guidance

If any questions regarding social security number privacy and security should arise, contact the Human Resource Labor Relations Administrator for policy clarification and guidance.

SOLICITATION

Solicitation and/or distribution of material on company property by persons not employed by (the City of Inkster) are prohibited at all times. Solicitation by non-profit and/or charitable organizations must be approved by the City Manager. Solicitation by an employee of another employee is prohibited during the working time of either person. Working time is defined as time when an employee's duties require that he/she be engaged in work tasks. Distribution of printed materials or literature of any nature shall be limited to non-work areas at non-work times. No literature shall be posted anywhere on the premises without the authorization of Human Resources. *If approved by the **Mayor** solicitation can only be done on their break time.*

SUSPENSION, DEMOTION AND REMOVAL FROM CITY OF INKSTER SERVICE

Listed below are some of the most important of the City's employee work rules and regulations. **THIS LIST IS NOT EXHAUSTIVE.** Instead, it is assumed that each City employee has a general understanding of what is expected of him or her by the City and that he or she will work diligently to accomplish the goals of the City and will exercise good common sense when doing so. Violations of some of the rules listed are more serious than others. Violations that will normally result in the employee's immediate discharge regardless of his or her length of service or work record are stated first. Violations of the second set of work rules will normally warrant less severe penalties and the severity of such penalties will depend on a number of factors.

Although the City of Inkster is committed to the concept of progressive discipline, the City reserves the right to take immediate and appropriate disciplinary action (not use progressive discipline) should it be required by the circumstances.

GROUND FOR IMMEDIATE DISCHARGE:

- Falsifying City records or intentionally/or giving false information to anyone whose duty it is to make such records; misusing or removing such records from City premises.
- Immoral conduct while on City premises or during work time.
- Intoxication, possession of open intoxicants or consuming alcoholic beverages on City premises (without the benefit of a sanctioned social occasion); under the influence of or in possession of narcotics or other illegal substances.

- Disobeying authority and not respecting the rights of co-workers; gross insubordination, physical assault or attempted physical assault on any other City employee or recipient of City services.
- Dishonesty or breach of trust.
- Failure to cooperate in any investigation.
- Lack of courtesy and respect and/or physical or mental abuse to citizens, prisoners, and other persons coming in contact with City.
- Soliciting or receiving a fee, gift, or other valuable item when that fee, gift, or valuable item is given by any person with the hope or expectation of receiving a favor or better treatment.
- Theft, intentional misrepresentation, or sabotage of the property of the City or the property of City employees.

OTHER REASONS FOR SUSPENSION OR REMOVAL FROM CITY SERVICE

Violations of the following work rules will normally warrant less severe penalties than discharge, but the severity of such penalties will depend on a number of factors.

1. Every employee must show a responsible attitude toward his or her work and other employees. *Specifically, all employees must:*
 - a. Report for work promptly and regularly and not leave early;
 - b. Meet established standards for quantity, quality, and timeliness of work;
 - c. Exercise self-control, even under provocation, and refrain from practical jokes, fighting, horseplay, or other conduct which is offensive to other employees such as the making of vile, obscene, prejudicial, and provocative remarks or gestures; and
 - d. Work consciously to accomplish the goals of the City and refrain from the misuse of work time.
2. Every employee is expected to obey reasonable orders and directives. If an employee feels that an order is unreasonable, he or she should obey under protest and then bring the matter to the attention of the Human Resource/Labor Relations Administrator.

The only two exceptions to this rule are:

- a. An order or instruction that may jeopardize the employee's safety.
- b. An order or instruction that the employee reasonably believes to be illegal or immoral. In such a case, the employee should ask for a written order or directive and bring the matter to the immediate attention of the Human Resource/Labor Relations Administrator.

3. City employees must be courteous to the public. They should be professional in the performance of their duties and exercise the utmost patience and discretion in dealing with members of the public.
4. The dress and appearance of City employees must be in conformance with the City's policy, reflect positively on the City, and be appropriate when due consideration is given to the employee's job duties.
5. Work outside the City is not prohibited, but it must not interfere with performance of the duties and responsibilities of the City. The position must not create a conflict of interest and must not detract from the image of the City. Prior authorization for outside employment must be obtained from the City Administrator/Designee. An annual review of the outside employment will be conducted.
6. The property and image of the City must also be respected. Employees must refrain from:
 - a. Intentionally making or publishing false, vicious, or malicious statements concerning any other City employee, the City itself, or an action taken by the City.
 - b. The misuse of the property of the City or the property of City employees. Deliberately damaging, defacing or misusing City property or the property of others.

Severe actions may also be imposed if any employee:

- a. Has some permanent or chronic physical or mental ailment or defect which incapacitates the employee from the proper performance of the duties of their position.
- b. Has been habitually tardy in reporting for duty or has absented himself frequently from duty.
- c. Has been convicted of a felony, or of a misdemeanor involving moral turpitude.
- d. Has been charged with the commission of a felony, or of a misdemeanor involving moral turpitude.
- e. Has taken for personal use a fee, gift or other valuable thing in the course of his work or in connection with it, when such fee, gift or other valuable thing is given him by any person in the hope or expectation of receiving a favor or better treatment than that accorded other persons.

TELEPHONE ETIQUETTE

Answering calls for your Department:

1. Answer promptly (before the third ring if possible).
2. State your name; identify your department; state "may I help you".
3. Speak clearly and distinctly in a pleasant tone of voice. Be courteous and friendly at all times.
4. Before picking up the receiver discontinue any other conversation or activity such as chewing gum, typing, etc. that can be heard by the calling party.
5. Use the hold button when leaving the line so that the caller does not accidentally hear conversations being held near by.
6. When transferring a call, be sure to explain to the caller that you are doing so and are transferring them.
7. Remember that you may be the first and only contact a person may have with your department, and that first impression will stay with the caller long after the call is completed.
8. If the caller has reached the wrong department, be courteous. If possible, attempt to find out where they should call/to whom they should speak. They will greatly appreciate it.

TRAVEL GUIDELINES

The City of Inkster will pay travel expenses as outlined in this policy for transportation, lodging, meals, conferences, training and interviews to personnel traveling on official business for the City. Travel requests of Department Heads must have prior approval of the **Mayor**.

Employees will be reimbursed for round – trip mileage to a mandatory conference or approved official business only. Carpooling for employees attending the same function is encouraged. For employees who are authorized to use personal cars on city business, mileage will be paid at the standard rate allowed by the Internal Revenue Service.

Employees authorized to use their personal vehicle must possess a current valid driver's license and carry a minimum of \$100,000, \$300,000, \$100,000 (per person) accident/property damage or \$300,000 combined single liability insurance coverage. A certificate of insurance, or a copy of a policy reflecting the amounts and effective dates of coverage, is required as proof of coverage.

Individuals will be reimbursed for actual lodging expenses. Receipts for lodging must be included in the final financial (expense) report to the **Mayor**. If an individual is sharing a room with other travelers not authorized by the City, the reimbursement for the room will be at the single occupancy rate of the hotel or motel. The single occupancy rate should be noted on the receipt.

Individuals approved for travel will be allotted **\$75.00** per day (per diem) for breakfast, lunch and dinner. The amounts for the meals will be paid as a per diem amount to each approved traveler for meals that occur during the time of travel. If meals are part of the conference fee paid by the City, the per diem for that meal will be subtracted from the total per diem paid to the traveler. The **Mayor** may approve a higher reimbursement rate when it is determined that the per diem amounts are inadequate to cover the expenses of the traveler. In this event, receipts must be provided to substantiate the higher travel expenses. Individual will be reimbursed for meals that occur or in route to the approved destination, based upon the allowances above and based on actual receipts as approved by the **Mayor**.

Expenses for air fare shall be at the coach rate. Car rentals may be necessary depending on the situation. Department Heads should exercise discretion for use of car rentals. Receipts for car rentals must be attached to the expense report. **(must include extra insurance coverage, due to any damages).**

No reimbursements will be made relating to a non-authorized, non-employee who is traveling with the employee on an approved conference or business trip unless previously authorized by the **Mayor**.

TOBACCO USE

The use of tobacco products including, but not limited to cigarettes, cigars, pipes, and smokeless tobacco, is prohibited inside any of the organization's facilities or vehicles. The use of tobacco products will be allowed in company designated areas outside any facility **(200 ft) from building**. Appropriate signage will be placed at entrances to all buildings advising employees and visitors that the City of Inkster maintains a tobacco-free environment. The management of each facility will designate areas outside the building where the use of tobacco products will be allowed. This policy relates to all work areas at all times, including before and after normal working hours.

Employees are to confine the use of tobacco products including, but not limited to cigarettes, cigars, pipes, and smokeless tobacco to designated smoking areas only. Appropriate signage will be placed in designated areas advising employees and visitors that tobacco usage is permitted only in these areas. This policy relates to all work areas at all times, including before and after normal working hours.

Smoking must be confined to rest and meal breaks. **Additional breaks are not provided to smokers.** Smokers may not leave the premises to smoke during the workday, except during their lunch or break time.

USE OF PERSONAL ELECTRONIC DEVICES (TELEPHONES, CELL PHONES, PDA'S, IPODS, IPADS, etc.) IN THE WORKPLACE

Office telephones are a vital part of our business operation. Because of the large volume of business transacted by telephone, personal use of the telephone should be limited, and personal calls should be brief. Personal long-distance calls must be billed to the employee's home phone, credit card, or placed collect.

Cell phones are furnished to certain employees in connection with their duties. Employees who are issued cell phones by the City of Inkster should make all long-distance telephone calls while traveling from their cell phone. Employees need to limit personal use of cell phones in the same way they limit personal use of their office telephone. Employees that have excessive cell usage, for personal calls, will be subject to corrective action up to and including termination.

The City of Inkster requires the safe use of its cell phones and other electronic devices, by employees, while conducting business. Employees should not use cell phones or other electronic devices while driving, because of safety concerns, but should instead pull over or stop prior to receiving a cell phone call. Employees should utilize a hands-free device for increased safety, keep the business conversation brief, and immediately locate a safe area to park. The City of

Inkster **does not permit** employees to text while driving, using a hand-held cell phone or other electronic device.

During work time, employees should limit the use of their personal cell phones and other electronic devices. Employees should set personal cell phones on the silent mode during work hours to avoid disturbing those working around them.

Regardless of whether a cell phone or other electronic device is company issued or personal in nature, employees should never use any type of photographic feature on their electronic devices to take pictures on company premises (unless it is job related or permission has been given by management to do so). This includes all City functions.

CELL PHONE POLICY APPROVED 08/2018

VACATION AND SICK LEAVE DONATION POLICY FOR THE CITY OF INKSTER

Employees of the City may voluntarily donate certain vacation and sick leave days which they have accrued to other employees of the City who have exhausted their sick leave and vacation leave banks due to personal illness or disability of spouse, son, daughter or parent as defined by the Family Medical Leave Act. Such donations shall be governed by the following conditions:

1. No employee may donate in excess of five (5) vacation days per contract year. Once donated, the gift shall be deemed irrevocable and the employee's vacation bank reduced by the number of vacation days donated. The recipient's bank shall be credited by the number of days donated.
2. No employee may donate in excess of five (5) sick days per contract year. Once donated, the gift shall be deemed irrevocable and the employee's sick leave bank reduced by the number of sick leave donated. The recipient's bank shall be credited by the number of days donated.
3. The donation of sick time will not negatively impact the donor's eligibility for bonus days.
4. In order to be eligible for donations the recipient must:
 - a. Be out of sick time
 - b. Be out of vacation time
 - c. Scheduled to be off work for at least three (3) weeks with a certified health problem
 - d. Will not be eligible for any bonus

This policy shall apply to all unrepresented employees, and to represented employees subject to the approval of their respective bargaining unit. Any bargaining unit disapproving this policy may be rescinded at the discretion of the City Mayor upon thirty (30) days' notice to the participating bargaining units.

CITY OF INKSTER VACATION AND SICK LEAVE DONATION FORM

I, _____, agree to donate the following days that I have accrued to City employee _____ for the contract year _____:

Vacation Days: _____ days
(no more than 5 days)

Sick Days: _____ days
(no more than 5 days)

I understand that my donation is irrevocable. I agree that the number and type of days donated as stated above will be permanently deducted from my vacation and/or sick leave banks and shall no longer be available for my use or benefit.

Employee

Date

VIOLENCE IN THE WORKPLACE

The safety and security of all employees is of primary importance at the City of Inkster. Threats, threatening and abusive behavior, or acts of violence against employees, visitors, customers (clients), or other individuals by anyone on company property will not be tolerated. Violations of this policy will lead to corrective action up to, and including, termination and/or referral to appropriate law enforcement agencies for arrest and prosecution. The City of Inkster reserves the right to take any necessary legal action to protect its employees.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts on company premises shall be removed from the premises as quickly as safety permits and shall remain off company premises pending the outcome of an investigation. Following investigation, the organization will initiate an immediate and appropriate response. This response may include, but is not limited to, suspension and/or termination of any business relationship, reassignment of job duties, suspension or termination of employment, and/or criminal prosecution of the person or persons involved.

All employees are responsible for notifying management of any threats that they witness or receive or that they are told another person witnessed or received. Even without a specific threat, all employees should report any behavior they have witnessed that they regard potentially threatening or violent or which could endanger the health or safety of an employee when the behavior has been carried out on a company-controlled site or is connected to company employment or company business. Employees are responsible for making this report regardless of the relationship between the individual who initiated the threatening behavior and the person or persons being threatened. The organization understands the sensitivity of the information requested and has developed confidentiality procedures that recognize and respect the privacy of the reporting employee.

VISITORS/VENDORS

To further protect our employees, all visitors and/or vendors must be escorted by an employee when on City premises. You are responsible for ensuring that visitors and vendors meeting with you at our facilities conduct themselves in a manner that is consistent with our general practices.

Visitors and vendors should wait in the reception area until the person they are visiting comes to greet them. Visits for the purpose of conducting personal business should be avoided.

WEAPONS

Despite some laws that allow people to carry firearms in public, the City of Inkster prohibits anyone from possessing or carrying weapons of any kind on company property, in company vehicles, or while on company time. This includes:

- Any form of explosive;
- Any form of weapon;
- All firearms; and
- All illegal knives with blades that are more than four (4) inches in length.

If an employee is unsure whether an item is covered by this policy, please contact Human Resources. Employees are responsible for making sure that any item they possess is not prohibited by this policy. Police Officers, Code Enforcement Officers, **Mayor, Fire Chief,** Arson Investigators and other individuals who have been given consent by the organization to carry a weapon on the property will be allowed to do so.

While the organization has a policy prohibiting weapons, nothing in this policy shall be construed as creating any duty or obligation on the part of the organization to take any actions beyond those required of an employer by existing law.

WORKER'S COMPENSATION CHECK DISTRIBUTION PROCEDURE

1. Upon notification of a work-related injury, Personnel will notify Payroll that a potential lost time exists.
2. Accident Fund Company will be notified by Personnel of lost time employees.
3. When the Worker's Compensation check is received by the City, two (2) copies will be made: one (1) for the payroll clerk and one (1) for Personnel.
4. The first Worker's Compensation check is always mailed to the City and thereafter to the employee's residence.
5. Copies of the Worker's Compensation checks will be utilized as follows:
 1. By the payroll clerk for the computation of the wage supplement.
 2. By Personnel for verification that the checks were issued by the Accident Fund Company.

3. Employees will be charged sick time until a determination is made by Accident Fund. The sick time will be restored to the bank per Worker's Compensation rules and the prevailing Labor Agreement.
6. If Worker's Compensation is denied for any reason, payroll will be notified by Personnel.

REPORTING WORK-RELATED INJURY/ILLNESS

In the event of work-related injury or illness, you are required to contact your supervisor and Human Resources **immediately**. The notification is required even if the injury/illness seems minor and/or no time is lost from work. This is necessary to ensure that any subsequent claim is handled correctly and to comply with legal reporting and record maintenance requirements. Failure to immediately report such injury or illness also may result in a claim being denied by both the workers' compensation and our medical insurance companies.

FRAUDULENT CLAIMS

While it is our intent that employees who have legitimate claims will receive benefits due under workers' compensation, we also strongly support all laws designed to protect us against fraudulent claims or fraudulent extension of claims. Workers compensation is a valuable, but expensive benefit and we ask your help in protecting it by promptly reporting any evidence of fraudulent activity related to workers' compensation.

KEY POINTS TO REMEMBER ABOUT INJURY & ILLNESS PREVENTION

Every employee should know that:

- ☐ We place a high priority on employee safety and health.
- ☐ Creating and maintaining a safe and healthy work environment is **EVERYONE'S** job.
- ☐ All employees are expected to adhere to established safety standards, and to actively participate in our safety program, including training programs.
- ☐ Employees who do not adhere to established safety standards will be subject to corrective action, including the possibility of termination.
- ☐ Good housekeeping is essential to maintain a safe and healthy work environment. Employees are expected to maintain a neat work area, properly discard all waste materials, and avoid creating hazards by properly storing materials and equipment.
- ☐ As part of our efforts to maintain a safe and healthy work environment, we will conduct worksite inspections on an as-needed basis.

- Accidents and/or injuries, no matter how minor should be immediately reported to your supervisor and Human Resources. All accidents and/or injuries will be investigated, and appropriate corrective action will be taken in a timely manner.
- Matters pertaining to occupational safety and health will be communicated to employees through memos, bulletin board notices and verbally in staff meetings.
- Employees are encouraged to report safety/health hazards either verbally, or in writing.
- Employees who report hazards and/or make suggestions will not be retaliated or discriminated against in any way. If an employee believes he or she has been retaliated or discriminated against, he or she should immediately discuss the situation with Human Resources.

WORKPLACE SECURITY

Workplace security is a safety issue that requires everyone's attention. Unfortunately, acts of aggression and violence have become common in the American workplace. The types of workplace violence that may affect us at the City of Inkster:

- A violent act by an assailant with no legitimate relationship with our City, who enters our premises to commit a robbery or other criminal act.
- A violent act or threat of violence by a recipient of a service provided by our City.
- A violent act or threat of violence by a current or former employee, or another person who has some employment-related involvement with our business (e.g., spouse, lover, relative, friend, or another person who has a dispute with one of our employees).

To ensure that our employees do not become victims of such acts, all employees must:

- Understand that violent acts or threats of violence toward another employee, visitor, recipient of City services, or vendor of the City will not be tolerated and could be grounds for immediate termination.
- Follow the procedures for unlocking and locking offices. These procedures have been designed to protect against intruders gaining entry to our premises.
- Be aware of your surroundings and report any unusual or suspicious activity.
- Immediately report any threats of violence or acts of aggression to your supervisor.
- Immediately advise your supervisor if you are having a domestic or other nonwork related dispute that may come into the workplace (this is important for your protection and the protection of your co-workers).

AGREEMENT

BETWEEN

THE CITY OF INKSTER

AND THE

TEAMSTERS, LOCAL 214,

INKSTER POLICE OFFICERS UNION

Effective August 1, 2018 through June 30, 2020

PURPOSE AND INTENT

This Collective Bargaining Agreement ("Agreement") is entered into by and between the City of Inkster (hereinafter referred to as the "Employer," "Management" or "City"), and the Inkster Police Officers Union, Local 214, International Brotherhood of Teamsters (hereinafter "IPOU" or the "Union"). For purposes of this Agreement, the terms "Employee" or "Employees" shall refer to the employees in the Union as described in Article 1.

The general purpose of this Agreement is to set forth the terms and conditions of employment, and to promote orderly and peaceful labor relations between the City, and its employees, the Teamsters, Local 214 (hereinafter referred to as the "Union").

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

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

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

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

ARTICLE 1 RECOGNITION

1.1: Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of the State of Michigan for the year 1947, as amended, and Act 379 of the Public Acts of the State of Michigan for the year 1965, as amended, the City of Inkster does hereby recognize the Teamsters, Local 214 as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the City included in the bargaining unit described below insofar as the same is permissible under applicable statutes and law.

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

ARTICLE 2
REPRESENTATION AND BARGAINING COMMITTEE

2.1: The employees shall be represented by a bargaining committee composed of a representative of the Teamsters, Local 214 and four (4) employees, one of whom shall be the chairman of the bargaining committee, who shall be elected in any manner determined by the employees. This committee shall be selected from a group of permanent employees in the bargaining unit. Grievance investigating representatives shall be designated from the bargaining committee by the Chief Steward.

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

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

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

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

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

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

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

2.9: A suspended or discharged employee shall be allowed to consult a steward before leaving the police department premises, provided one is working on that shift and the suspended or discharged Employee's presence on the premise does not create a disturbance or issue of workplace safety. The Employer shall provide a suitable location for this conference.

ARTICLE 3
JOINT RESPONSIBILITIES

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

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

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

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

3.5: Non-discrimination. There shall be no discrimination or adverse employment action against any present or future Employee by reason of race, creed, color, age, disability, national origin, sex, union membership, or any other characteristic protected by law, including, but not limited to, claims made pursuant to Title VII of the Civil Rights Act, the ADA, the Age Discrimination in Employment Act, the Elliot-Larsen Civil Rights Act, the Whistleblower Protection Act or any other similar laws, rules, or regulations that prohibit any other form of workplace discrimination, harassment, or retaliation.

ARTICLE 4
MANAGEMENT RESPONSIBILITIES

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

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

4.3: Discipline and Discharge. The Employer reserves the right to discipline and discharge for just cause. City reserves the right to lay off Employees in its sole discretion. City shall have the right to establish hours and schedules of work, and to establish the methods and processes by which such work is performed.

4.4: Retention of Right.

- A. It is recognized that the government and management of the City, the control and management of its properties and the maintenance of municipal functions and operations are reserved to the City and that all lawful prerogatives of the City shall remain and be solely the City's right and responsibility. Such rights and responsibilities belonging solely to the City are hereby recognized prominent among which, but no means wholly inclusive are all rights involving public policy, the rights to decide the number and location of plants, stations, etc., work to be performed within the location of plants, stations, etc., work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, in order to operate and manage its affairs in all respects in accordance to law and in a manner which is not in conflict with any provisions of this Agreement.
- B. It is further recognized that the responsibility of the management of the City shall include the right to adopt, revise and enforce working rules and carry out costs and general improvement programs including the right to hire, suspend and discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, is vested exclusively in the City, subject only to the seniority rules, grievance procedure and other express provisions of this Agreement.
- C. No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the following authority conferred on City officials:
 - 1. The Charter responsibility of the Mayor 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 Mayor, Ordinances and Resolutions of the Mayor and the City Council and the rules of the department.
- E. It is further intended that this Agreement shall be an implementation of the Charter and Ordinance authority of the Mayor and the City Council and the department heads, rules and regulations promulgated by the department and the provisions of all Public Acts as amended.
- F. The department will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Union under this contract.
- G. No department official or agent of the City shall:
 1. Interfere with, restrain or coerce employees in the exercise of their right to join or refrain from joining a labor organization, except where permitted by law to avoid a conflict of interest.

2. Initiate, create, dominate, contribute to or interfere with the formation or administration of any employee organization meeting the requirements of the law.
 3. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in a labor organization.
 4. Discriminate against an employee because he/she has given testimony or taken part in any grievance procedure or other hearing, negotiations or conferences as part of the labor organization recognized under the terms of this Agreement or,
 5. Refuse to meet, negotiate or confer on proper matters with representatives of the Union as set forth in this Agreement.
- H. Contracts. The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City. The right to contract or sub-contract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members nor will it result in a lay-off of the Patrol Unit employees or a number of positions.
- I. Delegation. No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the City and its officials by the Inkster City Charter, State Law or the Inkster Ordinance Code, nor shall the City or its officials abridge such authority.
- J. Reclassification. The Employer reserves the right to create, reclassify, or abolish 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 creation of positions, reclassification, or abolishment, shall not be arbitrary or capricious.
- K. If other sections expressly abridge this section, the other sections shall govern.

ARTICLE 5 UNION SECURITY

5.1: Membership. All employees within the bargaining unit, upon the date of execution of this Agreement and any new officer entering into the unit during the term of this Agreement, shall, on the 31st day worked

following commencement of their employment, become and remain members of the Union and shall be required to pay all Union dues, assessments and initiation fees for the duration of this Agreement.

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

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

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

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

ARTICLE 6 UNION DUES AND INITIATION FEES

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

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

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

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

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

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

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

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

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

ARTICLE 7 GRIEVANCE PROCEDURE

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

7.2: A grievance is any dispute, controversy or difference between (a) the Parties; (b) the City and an employee or employees; or (c) between or among employees of the City of Inkster, on any issue with respect to, on account of, or concerning the meaning, interpretation or application of this Agreement or

any terms or provisions thereof. All grievances submitted on behalf of the Union and/or Union member must be signed by a Union representative and/or Union member when appropriate.

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

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

7.5: Electronic Submission of Grievance. A copy of each grievance at each step shall be tendered to the City's grievance inbox: grievance@cityofinkster.com. The date and time stamp of the outgoing email with the grievance shall be deemed conclusive proof of the date and time that the grievance was filed.

7.6. Electronic Submission of Responses. A copy of the grievance response at every step shall be tendered to an email box that the Union designates for receipt of grievance responses. The date and time stamp of the City's outgoing email response shall be deemed conclusive proof of the date and time that the response was filed.

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

- A. Step 1. An employee who has a grievance may discuss his/her complaint with his/her immediate supervisor, with or without the presence of a Union representative. The Parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory settlement at this point. The supervisor shall make arrangements for the employee to be off of his/her job for a reasonable period of time, when necessary, in order to discuss the complaint with his/her Union representative. The grievance must be so presented within ten (10) working days after its occurrence, or within ten (10) working days after knowledge of its occurrence. The supervisor shall give his/her verbal answer to the grievance within ten (10) working days after the date of presentation of the grievance.

1. In matters where the grievant may face possible discipline a formal notification of charges shall be made to the grievant and Chief Steward no less than 24 hours prior to Step 2.

- B. Step 2. If the matter is not satisfactorily settled by such discussion with the supervisor, the aggrieved employee shall report such grievance to his/her Union representative as soon as possible, but in any case, within ten (10) working days of having received a verbal response from his/her supervisor as provided for in Step 1. Such report shall be in writing and shall set forth the nature of the grievance, the date of the matter complained of, the names of the employee or employees involved, and the circumstances surrounding the grievance. In matters where the grievant may face possible discipline or wishes to continue on with his/her grievance complaint from step one the Union representative shall then make arrangements to discuss the grievance/discipline with the Assistant Chief or his/her designee within ten (10) working days. The Assistant Chief or his/her designee shall render his/her decision in writing within ten (10) working days after such discussion.

- C. Step 3. If the grievance is not satisfactorily settled as a result of this meeting, the Chief Steward or his/her designated representative may appeal such grievance to The Chief of Police within ten (10) working days of receipt of the written decision by the Assistant Chief or his/her designee as provided for in Step 2. A meeting shall then be arranged with The Chief of Police, Chief Steward, Steward, and grievant as soon as possible after receipt of the written decision of the Assistant Chief of Police or his/her designee. A decision in writing by the The Chief of Police shall be given to the filing unit member and to the union within ten (10) working days after such meeting.
- D. Step 4. If the grievance is not satisfactorily settled as a result of this meeting, the Chief Steward or his/her designated representative may appeal such grievance to the Mayor (or Designee) within ten (10) working days of receipt of the written decision by the Chief as provided for in Step 3. A meeting shall then be arranged with the Mayor (or designee), Chief Steward, Steward, grievant, Local Union Business Representative, and/or their designees as soon as possible after receipt of the written decision of the Chief of Police. A decision in writing by the Mayor (or designee) shall be given to the filing unit member and to the union within ten (10) working days after such meeting.
- E. Step 5. If the grievance is not satisfactorily settled as a result of this meeting, as provided for in Step 4, the union shall file its written demand for binding arbitration with the Federal Mediation and Conciliation Service (FMCS) and notify the City of that demand in writing within sixty (60) days after the meeting with the Mayor (or designee).

Arbitration. If the Union believes that the matter should be carried forward and chooses the Arbitration method, it must file its demand within sixty (60) days after the written decision of the Mayor (or designee), refer the matter to binding arbitration under the FMCS. Said arbitrator shall be selected in accordance with the Labor Arbitration Rules of the FMCS and such rules shall govern all procedures unless otherwise set forth herein.

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

7.8: Limitations of Authority:

- A. The Arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provisions of this Agreement and he/she shall be without power and authority to make any decision:

1. Contrary to City's right to establish, adopt, amend, promulgate, and enforce uniform work rules for its Employees. The Arbitrator may not adopt any work rule that contradicts those set forth herein;
 2. To require City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations, or discretions which by federal or State law, Board actions or federal mandates City cannot delegate, alienate or relinquish, nor to rule on the purchase of buildings or equipment;
 3. Granting any wage increases not provided for in this Agreement;
 4. Granting any promotion, demotion, transfer, job assignment, layoff, recall, job classification change or similar personnel transaction as relief in a discipline review case unless the arbitrator determines that the discipline is contrary to this Agreement.
- B. No settlement at any stage of the grievance procedure except an arbitration decision, shall be a precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceeding.
- C. All claims for back wages shall be limited to the amount of wages that the Employee otherwise would have earned less any compensation received from any Unemployment Insurance, Long Term Disability Insurance, Sickness and Accident Insurance, and Automobile Accident Income Replacement Insurance, to the extent that these insurance policies are funded by the City
- D. The decision of the Arbitrator in a case shall not require a retroactive wage adjustment in another case, except by mutual agreement of the parties.
- E. There shall be no appeal from the arbitrator's decision if made in accordance with his/her jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on City, on the Employee or Employees, and on the Union.
- F. In the event a case is appealed to an arbitrator and he/she finds that he/she has no power or authority to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- 7.9: The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. The grievant and the Union's Chief Steward or his/her designated representative shall not lose time or pay for time off the job while attending the arbitration proceedings.
- 7.10: Except as specifically provided herein, or in supplements hereto which are part of this Agreement, the parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues which were or which could have been made the subject of negotiation. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters, which are not excluded from arbitration.

7.11: Time limits for all steps. The Employee's or Union's failure to comply with the time limits described in the Article shall bar the grievance. In the event of a grievance filed by City, the time limits for answering grievances and processing grievances to the next step shall apply.

- A. All grievances not moved to Step 4, Arbitration, with the prescribed time limits shall be considered settled based on the last City's last answer.
- B. An extension of the time limits of any of the Grievance Procedure steps may be granted only by mutual consent of the parties and in a writing signed by authorized representatives of the Union and Management. Any grievance not appealed by the Union in writing to the next step within the specified time limit following receipt of Management's answer from the previous step shall be considered settled on the basis of Management's last answer.

7.12: Election of Remedies. It is the intent of the Parties that disputes between City and the Union and the Employees it represents should not be subject to potential inconsistent resolution of grievances in more than one forum. In the event that an Employee or the Union has any dispute with the Employer which has been alleged as a grievance, then the Union and the Employees it represents do hereby agree that if the Employee or Union elects to pursue any legal or statutory remedy under federal, state, or local law, or administrative regulation for alleged conduct which may also be a violation of this Agreement, such election shall immediately bar any further or subsequent proceedings for relief under the provisions of this Article, the right to grieve shall be waived and the arbitrator shall be divested of all authority. In the event that an Employee files such a claim, the City shall be entitled to a setoff for all pay, benefits or other remedies provided under this Article.

ARTICLE 8 PAYMENT OF BACK PAY CLAIMS

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

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

ARTICLE 9 PROBATIONARY EMPLOYEES

9.1: A new employee shall be a probationary employee without seniority until he has been employed and actively at work for a period of one year - at the end of which period he shall be either terminated or entered on the department-wide seniority list of the City as of the first day of his/her employment, except that probationary employees shall not acquire seniority. In the case of the probationary employees, they shall acquire seniority on the date they are placed as a permanent appointment and

their seniority date shall be the date they were originally hired as a probationary employee in this same position. Upon satisfactory evaluation by the Chief of Police of the probationary employee, his or her probationary period may be terminated prior to one (1) year but not less than six (6) months.

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

9.3: At any time during the probationary period, the Chief of Police may remove or demote an employee. Any employee on probation in a promotional appointment shall have the right to return to his/her previous appointment, if the Chief 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.

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

9.5: Any new probationary employee will not have recourse to the grievance procedure for any matter arising during his/her probationary period, including layoff or termination at the discretion of the City.

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

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

9.8: Probationary Officers shall be allowed to patrol as a single unit and be counted as manpower during night time hours. Each officer must complete all phases of the Field Training Officer Program with no exceptions. After each officer completes all phases of the Field Training Officer Program they must be evaluated by their immediate supervisor and the Field Training Officer Program supervisor. When the officer has met all the requirements of the Field Training Officer Program the Chief may approve the officer to patrol as a single officer during night time hours.

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

ARTICLE 10
LAYOFF AND RECALL

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

10.2: A layoff shall be in accordance with the seniority list as described in Article 11 of this Agreement with the least seniority persons being laid off first.

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

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

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

ARTICLE 11
SENIORITY

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

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

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

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

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

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

ARTICLE 12 PROMOTIONS

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

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

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

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

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

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

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

12.8: Management retains the right to add or delete ranks. Where ranks are added within this unit, Management will bargain over the wages, hours, terms and other conditions of employment for new ranks within this unit.

ARTICLE 13
DISCIPLINE AND DISCHARGE

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

- A. Oral warning
- B. Written reprimand
- C. Suspension and/or loss of leave time, notice to be given in writing;
- D. Discharge
- E. Demotion; and
- F. Criminal charges.

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

13.2: The present and future personnel policies, rules, and regulations of the City of Inkster, as well as the Departmental Rules and Regulations of the Police Department of the City of Inkster, together with any present and future amendments, shall be applicable in all cases, except as specifically modified or altered by this Agreement and subject to Paragraph 13.7 hereof.

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

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

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

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

13.7: The City agrees all actions for discipline and discharge shall be based upon an alleged violation of City or Department policies, rules, regulations, and/or special notices which have been served upon the

Union Representative and five (5) copies of each shall be provided to the Union for dissemination to the Union members.

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

- A. No member of the bargaining unit shall have his/her name, home address or photograph given to the press or news media without his/her consent.
- B. If the member about to be questioned is under arrest or likely to be placed under arrest as a result of the questioning, the member shall be completely informed of all his/her constitutional rights prior to the commencement of any questioning. At that point the member(s) shall have the right to have a conference with the Union or the member, shall have the right to recess said meeting for consultation with the Chief Steward, Business Representative and/or their designated representative.
- C. No member of the Bargaining unit shall be subjected to disciplinary action for appearing before a State or Federal grand jury at which the member presented testimony under oath and has been sworn to secrecy.
- D. No member of the bargaining unit shall be required to subject himself/herself to a polygraph examination.

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

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

ARTICLE 14 HOLIDAY PROVISIONS

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

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

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

ARTICLE 15 DUTY DISABILITY LEAVE

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

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

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

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

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

ARTICLE 16 INCOME PROTECTION DISABILITY

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

- A. Eligible - Full time permanent salaried employees not yet age 65. New employees covered on the first of the month following employment. All qualified employees must participate.

- B. Monthly benefits begin after 90 consecutive days of disability and will be sixty percent (60%) of salary up to \$1,200 benefit per month, exclusive of overtime or other pay additives.
- C. Monthly benefits for a period of two (2) years will be paid when an employee is certified by a qualified physician as being unable to engage in regular City occupation due to sickness or accidental bodily injury. If employee is certified by a qualified physician as being unable to engage in any gainful occupation for which he is reasonably qualified by training, education or experience, monthly income benefits will continue to be paid.
- D. Employee to pay fifty (50%) percent of premium costs, which are to be deducted from paycheck.
 - 1. Employees premium will be waived while on disability and the benefit will be reduced by all amounts which employee is entitled to under social security, workers' compensation and other government and Employer sponsored benefits.
 - 2. No evidence of insurability required.
 - 3. Maximum Duration - Sickness and accident to age 65.

ARTICLE 17

EMERGENCY LEAVE, MATERNITY LEAVE, FAMILY AND MEDICAL LEAVE

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

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

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

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

17.5: Except as outlined above, this Article shall otherwise be in accordance with the Family and Medical Leave Act (FMLA) of 1993.

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

- A. To care for an employee's child after birth or placement for adoption or foster care;
- B. To care for a child, spouse or parent with a serious health condition (as defined by FMLA and regulations); or
- C. Because an employee's own serious health condition (as defined by FMLA and regulations) makes the employee unable to perform his or her job.
- D. As required by the Act, the City shall continue a bargaining unit member's group health insurance coverage during the period of the FMLA leave, and shall return him or her to the same or an equivalent position following the leave.
- E. The FMLA leave policy will be administered in accordance with FMLA and the regulations promulgated by the Department of Labor to implement the Act, except as set forth in this Article. Any violation of the FMLA shall be subject to the grievance and arbitration provisions of this agreement.
- F. The City shall not require a bargaining unit member to substitute more than fifty percent (50%) of his or her accrued vacation leave for unpaid leave taken under the FMLA for reasons other than the employee's own illness. The City shall not require a bargaining unit member to substitute accrued paid sick leave for any FMLA leave taken other than for the employee's own illness. Sick leave for an employee's own qualified illness shall run concurrently with leave taken under FMLA.
- G. A bargaining unit member who takes FMLA leave shall continue to accrue seniority for all purposes during the period of FMLA leave, and shall continue to receive all insurance benefits provided for in this Agreement.

ARTICLE 18 FUNERAL LEAVE

18.1: An employee shall be entitled to four (4) consecutive working days per funeral to make preparations for and attend the funeral of an immediate member of his/her family within 300 miles of the City of Inkster. An immediate family member for this purpose shall be deemed a husband, wife, children, parents, brother, sister or parent-in-law. An employee shall be entitled to three (3) consecutive days for the funeral of a brother-in-law, sister-in-law, grandparents, and grandchildren if within 300 miles of the City of Inkster. One day shall be allowed in the event of the death of an aunt or uncle.

One additional day for travel will be given for any such funeral being held over 300 miles in distance. Proof of death must be submitted to the City within ten (10) days of return of an employee upon the request of the Chief of Police.

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

18.3: 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.

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

ARTICLE 19 LEAVE OF ABSENCE - WITHOUT PAY

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

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

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

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

ARTICLE 20 MILITARY LEAVE

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

20.2: The City and the Union will comply with the Uniformed Services Employment and Reemployment Act (USERRA).

ARTICLE 21
SICK LEAVE

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

- A. Employees will accrue one (1) sick leave day per month or twelve (12) days per year (except for Employees hired on or after April 18 of 2011, see Article 21.2, below). The accumulation of sick leave credit shall not exceed two hundred (200) days for any employee. Vacation leave and paid holidays shall be considered as days worked for accumulation of sick leave benefits. Sick leave shall be computed from the first full working day of the employee. However, no employee shall be entitled to sick leave credit until he shall have completed his/her probationary period at which time he shall be credited with the number of hours he will have earned during his/her probationary period of service. Except for job-incurred disabilities, an employee who has not served his/her probationary period of service shall not be paid for his/her absence due to illness. As a matter of mutual convenience, probationary employees shall be entitled to sick leave pay after the completion of the fourth month of their probationary period, based upon the credit earned in the beginning of the fourth month and shall be entitled to sick leave credit for the first ninety (90) days of this probationary period upon the successful completion of their one (1) year probationary period.
- B. The amount of sick leave used by an employee shall be equal to the number of regularly scheduled hours he would otherwise have worked during his/her absence on such leave. Should a change in the work week occur, accumulated sick leave shall be credited on the basis of the new work week schedule. Accumulated sick leave credits shall be converted to hours that would have been earned on the new work week schedule.
- C. A certificate of illness or injury from a physician, if available, may be required by the Chief as evidence of illness or disability before compensation for the period of illness or disability is allowed, and shall be mandatory if the illness or disability exceeds four (4) consecutive working days. Abuse of the sick leave privilege or falsification of illness or disability will result in disciplinary action up to and including discharge.
- D. Sick leave will not be allowed if it is established that the absence is due to illegal use of narcotics or intoxicants, willful misconduct or any illness or injury while self-employed or employed by other than the City.
- E. Any employee who becomes ill and unable to report for work must, unless circumstances beyond the control of the employee prevents such reporting, notify the supervisor on duty at least one (1) hour before the starting time of his particular shift on the first day of his/her absence, and thereafter, if not hospitalized, or sick leave pay will not be allowed and the employee shall be considered absent without leave.

- F. If the employee so elects, after all accrued sick leave is used, vacation leave may be used and payment made therefore to the extent of vacation leave accrued to which employee is entitled as of such date.
 - G. When an employee receives his/her last check for sickness or disability, he will be placed on leave without pay for a period not to exceed one (1) year. If, at the end of that time, employee is still unable to return to work, his/her 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/her seniority.
 - H. Upon ordinary retirement of an employee, the employee, or upon death the employee's estate, shall have the option to receive a cash payment at his/her current rate of pay, of seventy-five (75%) percent of his/her accumulated sick time, or one hundred fifty (150) days, whichever is less. Or, in anticipation of retirement, the employee may use accumulated sick leave credit in lieu of or to replace regularly scheduled work days prior to the employee's retirement date. Upon retirement termed disability under the City of Inkster pension plan, an employee shall receive cash payment at his/her current daily rate of pay, excluding premium rates, for seventy-five (75%) percent of his/her accumulated sick time but not to exceed one hundred fifty (150) days of payment. No payment is to be made for unused sick leave upon separation from City employment except upon retirement, either ordinary or disability, as defined in the employee's retirement plan, or upon death.
 - I. Employees who use not more than five (5) days sick leave and/or leave without pay per fiscal year shall be given three (3) days additional leave with pay. Such "bonus" days may be used to extend vacations or as personal leave days. When used for personal leave, the Employer shall receive at least 24 hours notice.
- 21.2: Employees hired on or after April 18 of 2011 shall accrue $\frac{1}{2}$ of one day of sick leave credit per month, or a total of six (6) days per year. Such employees shall not be entitled to the cash payment of accumulated sick time upon retirement, as described in paragraph H of this Article, however, all other provisions of paragraph H and the remainder of this Article shall apply. This provision will become effective upon July 1 of 2018, or upon ratification of the contract, whichever is later.

ARTICLE 22 VACATION LEAVE

22.1: Vacation leave is authorized absence from duty with pay and shall be accrued as follows:

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

- B. 5-10 years of service: Each employee shall receive 2 days on the first of each month, (July 1st through March 1st) and no vacation credits for April, May and June.
 - C. 10-15 years of service: Each employee shall receive 2.44 days on the first of each month, (July 1st through March 1st) and no vacation credits for April, May and June.
 - D. 15 years of service and above: Each employee shall receive 2.66 days on the first of each month, (July 1st through March 1st) and no vacation credits for April, May and June.
- 22.2: No seasonal, temporary or part-time employee is eligible for vacation leave.
- 22.3: Employees shall receive a credit for a month's work for every month in which they work or receive compensation for 2/3 of the scheduled work days. Time lost by an employee by reason of absence without pay, or time otherwise worked or paid for, shall not be considered in computing earned credits for vacation leave.
- 22.4: A seasonal, temporary, or part-time employee who becomes a regular employee shall accrue vacation leave from the date he completes his/her first probationary period retroactive to the date of such probationary period.
- 22.5: Employees shall not accrue rights to vacation time if not taken within the year following the year in which accrued; unless carried over to the following year with the written consent of the Chief, provided, the employee can prove that their vacation had been denied. The maximum number of vacation days carried over is in the discretion of the Chief of Police. Carryover days must be utilized within ninety (90) days of July 1st.
- 22.6: Vacation schedules shall be set up by the Chief so as to permit the continued operation of all City functions without interference. Employees will be given preference according to the City-wide seniority to select available vacation periods for their allowable vacations. The City will grant vacation by time in grade for the detective classification.
- 22.7: Vacation leave shall be scheduled in weekly periods. Vacation leave for a period of less than one (1) week will be allowed only when it is necessary for the good of the service or when the vacation credits earned in one calendar year are less than one (1) week. Vacation leave may not be allowed at any time in advance of earned time.
- 22.8: Employees shall be entitled to vacation pay in any of the following instances:
- A. Any regular employee, who gives proper notice (ten 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 the date of separation.
 - B. 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.

- C. Any employee who has served six (6) months, but less than one (1) year with the City, and enters Military Service shall be allowed vacation time at the rate of one (1) day per month, with a maximum not to exceed twelve (12) days, paid to him/her at the time he leaves the City to enter military Service.
 - D. By mutual agreement between the Chief and the employee, the employee may be paid for a portion of his/her vacation credits. Such agreement shall be reduced to writing.
- 22.9: Employees shall not be entitled to accrued vacation pay if the following applies:
- A. If an employee separates him/herself from the City by reason of absence without leave.
 - B. If an employee fails to give at least reasonable notice in advance of termination date.
 - C. If a probationary employee leaves the employ of the City before completing the probationary period.

ARTICLE 23 PERSONAL LEAVE

Employees shall be entitled to five (5) personal leave days per fiscal year which bear no relationship to sick leave use. Such personal leave days per fiscal year are non-cumulative and, when used the employer shall receive at least twenty-four (24) hours notice. Management reserves the right to deny the approval of a personal leave day; however, such approval shall not unreasonably be withheld. The creation of overtime shall be a determining factor in the denial of a personal leave day. If the granting of the personal leave day will result in overtime and the employee requires the personal leave day, the employee must disclose to management the reason the employee requires the day. If the approval of such personal leave day is denied by management, and results in the possible loss of any day, then the number of such personal leave day(s) shall be carried over into the next fiscal year.

ARTICLE 24 HEALTHCARE

24.1: Employees, including their spouse and dependents, will be eligible to receive Healthcare benefits effective the first day of the month following thirty (30) days of employment. Employees will be required to make monthly contributions for their benefits based upon the plan and coverage tier selected by the Employee. Monthly contributions will be deducted from Employee payroll disbursements on a pre-tax basis (if authorized by the Employee), in accordance with applicable law.

24.2: Employees' monthly contributions under the Healthcare plans shall be adjusted annually to the level necessary to maintain an 80/20 proportional share of the cost of the healthcare coverage, subject to the

terms, conditions and limitations set forth in this Article. Under this cost sharing arrangement, City will pay eighty percent (80%) of the costs of each coverage tier in the Healthcare Plans, and Employees participating in each coverage tier shall pay twenty percent (20%) of the costs for such coverage tier.

24.3: The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which the carrier or administrator has contracted, or is obligated, to provide, will not result in any liability to the City, nor will such failure be considered a breach by the City of any obligation undertaken under this Agreement or any other agreement. However, nothing in this Agreement will be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to Union Employees or beneficiaries of Union Employees.

24.4: Notwithstanding any provision in this Article that could be construed to the contrary, this Article will not be construed to require City to fall out of compliance with the requirements of Public Act 152 of 2011 MCL § 15.561, et seq. ("PA 152").

24.5: In the event a carrier eliminates one of the health care plan(s) set forth in this Article above or a plan(s) will be subject to the Cadillac Tax under the Affordable Care Act or other similar state or federal law or regulation (hereafter collectively "the Cadillac Tax"), City will give notice to the Union. In that event:

- A. The Union and City will meet to discuss a new health care plan(s) to replace the plan(s) that are being eliminated or subject to the Cadillac Tax.
- B. The new Plan(s) shall not impose a cost increase on City, unless the City agrees to such increase.
- C. If City and the Union cannot agree upon a new plan(s) and the date that the plan(s) will be eliminated or will be subject to the Cadillac Tax will occur, within 60 days, the Employer may unilaterally implement the most comparable standard plan that does not result in a cost increase to City to replace the plan(s) that are being eliminated or that will be subject to the Cadillac Tax.

24.6: City and Union shall meet on an annual basis while this Agreement is in effect to discuss the status of available coverage. Union and City understand and agree that the City cannot control what coverage will be available from one coverage year to the next. City will use reasonable best efforts to maintain the level of coverage while containing costs, but after notifying union of anticipated plans and 30 days of negotiation has the right annually to implement their last best agreed upon proposal on health care after the expiration of the 30 day negotiation period.

24.7: Employees who wish not to receive healthcare insurance through the City may elect not to receive such benefits and, upon such election, will no longer be expected to contribute to the cost of such coverage.

24.8: Dental Coverage. The City agrees to pay a maximum of \$150.00 per year on behalf of each employee who elects in writing to participate in a City-sponsored group dental plan. It is understood that the employee shall pay the difference between \$150.00 per year and the yearly per-Employee cost to the City of such group dental plan. The City agrees to meet and confer with representatives of the

Union in accordance with provisions of Article 24.6 of this Agreement prior to the replacement of the City-sponsored group dental program.

24.9: All employees hired after December 20, 2010 are eligible for a Retiree Health Savings Account, currently funded through ICMA-RC. This benefit is funded with a direct employer contribution of \$2,000 per year. This benefit is 100% vested after 10 years or upon death or disability.

24.10: Future Retirees, except those hired after December 20, 2010, shall be eligible for a monthly stipend. The monthly stipend for Retirees under 65 years-of-age (not Medicare eligible) are \$500 for a single retiree, \$1000 for the retiree and his/her spouse or child (two persons), and \$1200 for the retiree and all family members (more than two persons). The stipend for 65 years-of-age and older (Medicare eligible) retirees is \$200 per retiree. If a future retiree (hired on or before December 20, 2010) leaves a surviving spouse, the adjusted stipend will be paid only if the pension election provides for continued pension coverage for the surviving spouse.

ARTICLE 25 LIFE INSURANCE

25.1: 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.

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

ARTICLE 26 SPECIAL CONFERENCES

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

ARTICLE 27 JOB CLASSIFICATION AND PAY PLAN

27.1: All Employees in the Inkster Police Officers Union will be assigned to a classification title or rank with an associated pay grade.

Classification Titles (Ranks)

Student Police Officer (not sworn or MCOLES certified)
 Probationary Police Officer (sworn and MCOLES certified)
 Police Officer
 Detective

27.2: An Employee who is assigned temporarily to the position of Detective or appointed and promoted on a probationary basis, after completion of the testing discussed elsewhere herein, from Police Officer to Detective, will advance to the Detective rate of pay effective on the day of the promotion. An Employee who is relieved of his temporary assignment as a Detective shall return to the pay grade of his or her former classification.

27.3: Rate of pay. Each Classification Title or Rank is to be paid according to the following pay grade/scale/steps (pay is hourly rate in dollars):

Beginning January 1, 2018

Non-MCOLES	MCOLES	End of Probation	6 Months After Probation	1 Year After Probation	2 Years After Probation	3 Years After Probation
14.1141	15.5252	17.2953	18.0822	19.6552	22.4063	23.8234

Detective – 25.7292

Beginning July 1, 2018

Non-MCOLES	MCOLES	End of Probation	6 Months After Probation	1 Year After Probation	2 Years After Probation	3 Years After Probation
14.5694	16.0260	17.8532	18.6655	20.2892	23.1291	24.5919

Detective – 26.5591

Beginning July 1, 2019

Non-MCOLES	MCOLES	End of Probation	6 Months After Probation	1 Year After Probation	2 Years After Probation	3 Years After Probation
15.1764	16.6938	18.5971	19.4433	21.1346	24.0928	25.6166

Detective – 27.6658

Detectives will receive an additional stipend as stand-by pay (STAN) in the amount of \$500 per year payable on the 1st day of September of each calendar year in which they served any time as a Detective.

27.4: The City has the right, pursuant to Management Responsibilities, Article 4 herein, to establish and prescribe job descriptions and classifications. However, whenever new classifications are created, or existing classifications are modified, the details of the job responsibilities involved in that new classification will be negotiated at a special conference with the Union with the ultimate goal of an amendment of this agreement negotiated between the Parties. Changes in classifications shall not be used for the purpose of avoiding restrictions established elsewhere herein regarding promotions.

27.5: The Union may challenge the establishment of any reclassification or modification of existing job classification through the grievance procedure.

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

ARTICLE 28
PAY CHANGES

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

28.2: Definitions for Purposes of this Article.

- A. Promotion shall mean the appointment of an employee in the City service calling for a change in classification in a higher rate of pay on a permanent basis.
- B. Demotion is the change in employment of an employee in the City service to a different permanent position calling for a lower rate of pay and a change in classification.

- C. Transfer shall mean a change in employment to another position in any class which has the same maximum salary and similar duties and qualifications.
- D. Reclassification shall mean the changing of a position from one class to another based upon the duties involved.
- E. Salary Step Increase shall mean an assignment for a limited time to a position class as determined by the needs of the service, such assignment not involving promotion or change of status, notwithstanding any provision of rule to the contrary.

28.3: Anniversary Dates for Pay Change purposes:

Establishment

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

28.4: Compensation Determinations:

- A. Original Employment and Re-Employment. Employees shall be employed at the lowest step for their position class unless the City determined that the needs of the service require that compensation be fixed at a higher salary step.
- B. End of Probation. The employee's salary shall automatically increase to the next higher step six (6) months after the beginning of his/her probationary period, provided that if an employee is already compensated at a rate equal to or greater than the second step in his range, the increase is not automatic.

C. Anniversary Date.

1. Prior to the occurrence of each anniversary date every employee who has not already obtained his/her highest salary step may be considered for a higher salary step increase on such date. Such consideration may be made by the employee's supervisors.
2. Pay increases on anniversary dates shall be based on the passage of time.

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

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

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

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

28.5: The final pay step under Article 27.3, above, is intended by the Parties to return the Union membership to the former wage as was the case under the contract in place prior to January 31 of 2012, and prior to the "Budget Reduction Plan and Agreement Between Teamsters Union 214 and the City of Inkster." The Parties agree that, as of July 1 of 2019, the pay of all members of the Union hired prior to July 1 of 2019 will be governed by the final pay steps/amounts, as described in the final table under Article 27.3, above, titled "Beginning July 1 of 2019," until such pay is modified in the future through further contract negotiations.

ARTICLE 29
EQUIPMENT ALLOWANCE

29.1: Upon the first regular pay day following September 1, each sworn Police Officer who has completed his/her probationary period shall be paid and provided an equipment allowance of Two Thousand and Five Hundred (\$2,500.00) Dollars.

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

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

ARTICLE 30
HOURS OF WORK

30.1: The City adopts an 84-hour bi-weekly work schedule worked in 12-hour shifts for the members of the Inkster Police Department road patrol. The threshold for the commencement of overtime rates of pay in any pay period shall remain consistent with those thresholds set forth in federal law.

30.2: Employees shall report to work fifteen (15) minutes prior to the beginning of the regular work shift for roll call, inspection and briefing, and shall remain, when necessary, as determined by the shift commander, for a period no more than fifteen (15) minutes upon expiration of their regular work shift to properly complete any work remaining unfinished at the end of the shift and to ensure an orderly transition between shifts. The pre-shift and post-shift periods shall be considered as part of the Employee's normal work assignment and, in order to compensate Employees for this extra time worked, each Employee shall receive a yearly stipend in the amount of \$400.00 per year payable on the first day of September of each year.

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

ARTICLE 31
COURT TIME

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

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

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

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

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

31.6: Any employee subpoenaed into Court or any other hearings, as designated in Article 31.4, above, 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. In no event, shall officers appearing at Court or such other hearings as described herein be paid more than is allowed under Sections 31.1 and 31.2.

ARTICLE 32
OVERTIME

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

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

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

32.4: Employees shall have the option to receive compensatory time in lieu of cash for overtime compensation. Compensatory time banked by the Employee may be used as time off with upon the Employees request when authorized by the Employees immediate supervisor. Any compensatory time over 100 hours shall be cashed in on a quarterly basis for time earned by January 1, by April 1, by July 1, and by October 1. Payments shall be made the first pay period in February, May, August, and November. Upon separation, all unused compensatory time shall be paid out. This provision shall be in compliance with the Fair Labor Standards Act and may be abrogated in its entirety if a ruling by a competent tribunal or legislative act invalidates it.

ARTICLE 33 EDUCATIONAL LEAVE, EXPENSE REIMBURSEMENT, AND BONUSES

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

33.2 Each employee who has received an Associate's Degree shall receive an annual educational bonus payment of \$200 per year. Alternatively, each employee who has received a four year Bachelor's degree shall receive an annual educational bonus payment of \$400 per year. Such amounts are payable on the first payday following April 1st of each year.

33.3 With prior approval of the Chief of Police, Employees are eligible to receive tuition and book reimbursement for college or University level classes completed with an average grade of "C" or better, or its equivalent. Approval maybe granted for core classes and standard classes needed for Associate and Bachelor degree programs in any discipline, or Master's degree programs in a criminal justice specialty or related field. There shall be an annual limit of \$5,000 for such tuition and book reimbursements per year for the entire bargaining unit.

ARTICLE 34 SPECIAL ASSIGNMENTS

The Employer will post openings for special assignment(s) in the department, together with a general job description of that assignment(s) and all employees shall have an opportunity to state their desire or

preference for such assignment(s), and if an employee(s) so states and is not selected, upon request of that employee(s) reasons why another was selected, shall be the subject matter of a Special Conference with the Chief of police. The Chief's decision shall not be subject to the grievance procedure.

ARTICLE 35
TIME AND SHIFT TRADES

Employees may trade time, including leave days, work days, and vacation days, and shifts between themselves, subject to the approval of such employee's Supervisor where the trade is between employees on the same platoon and subject to the approval of the Chief where the trade is between employees on different platoons. Trades shall not result in the creation of overtime.

ARTICLE 36
UNSAFE EQUIPMENT

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

ARTICLE 37
SHIFT ALLOWANCE

A shift allowance/differential of 25 cents per hour (\$0.25/hour) shall be paid to each Employee for hours worked while working between the hours of 7pm-7am.

ARTICLE 38
WAIVER CLAUSE

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

ARTICLE 39
RESIDENCY ALLOWANCE

Any Employee who moves into and/or lives within the City of Inkster and establishes his or her official domicile will receive a five hundred (\$500.00) allowance on the first regular pay day following December 1st of each year. This residency allowance will be prorated based upon number of complete months during the year the Employee is actually residing in the City.

ARTICLE 40
EXTENSION

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

ARTICLE 41
MANDATORY TRAINING TIME

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

- A. Investigation - Criminal and Accident
- B. Identification
- C. Precision Driving
- D. Constitutional Law
- E. State Laws
- F. Local Ordinances
- G. Self-Defense
- H. Report Writing and Review

ARTICLE 42
PENSION

42.1: Retirement benefits shall be governed by Chapter 17 of the Charter of the City of Inkster to the extent benefits are not superseded through collective bargaining.

42.2: Normal Retirement. Employees shall be eligible to retire upon the attainment of:

- A. 25 years of service regardless of age; or

B. On or after age 60 regardless of years of service

42.3: Normal Retirement Benefit. Any Employee eligible for retirement shall, upon submitting an application for retirement to the Retirement System Board of Trustees, receive a pension benefit equal to his/her final average compensation multiplied by 2.75% by their years of service up to 25 years, plus his/her final average compensation multiplied by 2.50% by their additional years of service up to 30 years, plus his/her final average compensation multiplied by 1.00% by their additional years of service in excess of 30 years.

For example, a member with 32 years of service and a final average compensation of \$50,000 shall have their benefit calculated as follows: $\$50,000 \times 2.75\% \times 25 = \$34,375$, plus $\$50,000 \times 2.50\% \times 5 = \$6,250$, plus $\$50,000 \times 1.00\% \times 2 = \$1,000$ for a total annual benefit of \$41,625.

42.4: Final Average Compensation. The Employee's Final Average Compensation under the pension will be computed based upon the average of the Employee's best seventy-eight (78) consecutive paychecks out of the Employee's last one hundred thirty (130) paychecks received during the Employee's service with the City.

42.5: Applications for retirement shall be made in writing to the Board of Trustees. Benefit payments shall commence as soon as administratively feasible, retroactive to the Employee's retirement date.

42.6: Spouse - Dependent Coverage. Upon a retiree's death, his/her surviving spouse shall receive sixty (60%) percent of the pension the retiree was receiving at the time of his/her death. "Surviving spouse" means the member's legal spouse who has met all requirements of a valid marriage contract in the state of marriage of such parties and who was designated by the employee at the time of retirement to be his/her beneficiary for the 60% survivor benefit.

Should said retiree die leaving no surviving spouse, his/her child under the age of eighteen (18) years shall receive such pension, share and share alike. When any of such children attain the age of eighteen (18) years or shall die, the share of such child shall be paid to the remaining child or children under the age of eighteen (18) years, share and share alike, until the remaining child or children reach the age of eighteen (18) years respectively, whereupon the pension shall cease. This survivor benefit shall apply to all current bargaining unit Employees and former bargaining unit members who are deferred vested members.

42.7: Employee Pension Contribution. All Employees shall contribute 6% of their annual compensation to the Retirement System.

42.8: Vesting. Employees shall be one hundred (100%) percent vested in the pension plan after ten (10) years of service or upon attainment of Normal Retirement Age 60. A member who is vested and subsequently terminates his/her service with the City prior to attaining Normal Retirement under Article 42.2, will be classified as a deferred vested member and will be eligible to receive a pension benefit at the time when they would have attained twenty-five (25) years of service. A deferred vested member's benefit shall be calculated using the multiplier(s) and benefit calculation in effect at the time his/her employment with the City terminated.

42.9: Any Employee shall be eligible for retirement, if he or she so chooses, at the age of sixty (60) years, An Employee may stay in service beyond their 60th year with the approval of the Chief of Police, but is to retain the eligibility to retire at any time after age 60.

42.10: COLA. Employees may elect to receive a cost-of-living allowance (COLA) to increase their pension benefits after retirement, by paying 100% of said benefit. The COLA will be added to the Employee's pension benefit as follows:

- A. Three (3) years after retirement, the Employee shall receive a ½% increase in his/her pension, compounded annually
- B. Five (5) years after retirement, the Employee shall receive a 1% increase in his/her pension, compounded annually
- C. Ten (10) years after retirement, the Employee shall receive a 2% increase in his/her pension, compounded annually.

42.11: Employees may choose at any time to decline the COLA benefit and will receive a lump sum disbursement of any monies they have contributed under the COLA program.

42.12: The following pay categories (codes) will be utilized to determine the Employee's compensation for the purposes of calculating the Final Average Compensation under Article 42.4, above: Regular (R), Overtime (Overtime P/F, Overtime P/CRT, OTPF), Shift Premium (SP_AFTERNOON, SP_MIDNIGHTS), Holiday (HP), Personal (P_POLI), Sick (SI_POLI), Vacation (V_POLI), Stand-by (STAN) and OJI. These same categories and codes will be used in determining the Employee's compensation to calculate the Employee's contribution toward their pension under Article 42.7.

ARTICLE 43 SAVINGS CLAUSE

If any Article or Section of this Agreement should be held invalid by operation of law or by any Tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such Tribunal, the remainder of the Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 44 STATUTORILY REQUIRED EMERGENCY MANAGER PROVISION

This Agreement adopts by reference any terms and conditions imposed by the State of Michigan, the Department of Treasury, PA 436 of 2012, or any other regulation or law adopted by the State of Michigan. The inclusion of this language or any language required under section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Manager; (2) PA 436 of 2012, as amended, (Local

Government and School District Fiscal Accountability Act – “the Act”); or (3) any action of an Emergency Manager which acts to reject, modify or terminate the collective bargaining agreement. This Section shall immediately become null and void if that Act is stayed, reversed in a referendum, or ruled unconstitutional or reversed in a final decision by the Michigan Supreme Court, the Michigan Court of Appeals or a federal court.

ARTICLE 45 MISCELLANEOUS ITEMS

45.1: The employer shall provide a copy of all rules, regulations, policies, and procedures on the Police Department computer system.

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

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

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

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

ARTICLE 46 DURATION

This Agreement shall become effective as of the 1st day of July, 2013, and the terms and provisions thereof shall remain in full force and effect until the thirtieth (30th) day of June, 2020, and from year to year thereafter unless either Party hereto shall notify the other in writing by March 1st prior to the expiration date of this Agreement, or to the expiration of any subsequent automatic renewal period, of its intention to amend, modify, or terminate this Agreement. Notice of intention to amend, modify, or terminate this Agreement shall be in writing and shall be sufficient if sent by certified registered mail addressed to the Union, Teamsters, Local 214, 2825 Trumbull, Detroit, MI, 48216 and if the City addressed to the Mayor, 26215 Trowbridge, Inkster, MI, 48141 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.

Teamsters Local 214

City of Inkster

_____, Business Agent Date

Byron Nolen, Mayor Date

Brian Shafer, Chief Steward Date

Approved by the Inkster City Council _____ Resolution _____

REQUEST FOR COUNCIL ACTION

To: Council

Date: August 1, 2018

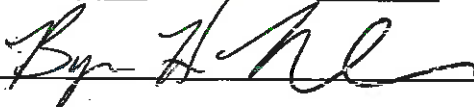
From: Gina Clark, HR Director

Date for Council's Consideration: August 6, 2018

ACTION REQUESTED: Settle contract agreement between the City of Inkster and (COAM) Command Officers Association of Michigan. (Effective August 1, 2018 through June 30, 2020)

Current Action ☒ Emergency ☐ Future ☐

Funds Budgeted: If Yes ☐ Account # ☐ N/A ☐ No ☐ N/A ☐

Mayor's Approval By 

BACKGROUND:

To settle and approve contract agreement between the City of Inkster and Command Officers Association of Michigan for the Unit of Corporals, Sergeants and Lieutenants.

SCOPE OF SERVICES:

JUSTIFICATION:

Contract needed to be ratified.

PROJECT IMPROVEMENTS:

COSTS:

PROJECTED TIME TABLE:

RESOLUTION:

Authorization and approval is hereby given to;

Resolved by _____ Seconded by _____

Yes:

No:

Absent:

AGREEMENT

BETWEEN

THE CITY OF INKSTER

AND THE

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

FOR THE UNIT OF CORPORALS, SERGEANTS AND LIEUTENANTS

Effective August 1, 2018 through June 30, 2020

PURPOSE AND INTENT

This Collective Bargaining Agreement ("Agreement") is entered into by and between the City of Inkster (hereinafter referred to as the "Employer," "Management" or "City"), and the Command Officers Association of Michigan (hereinafter referred to as the "COAM" or the "Union"). For purposes of this Collective Bargaining Agreement, ("Agreement") the term "Employee(s)" shall refer to the employees in the Union as described in Article 1.

The general purpose of this Agreement is to set forth the terms and conditions of employment, and to promote orderly and peaceful labor relations between the City, the Employees, and the Union.

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

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

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

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

ARTICLE 1 **RECOGNITION**

1.1: Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of the State of Michigan for the year 1947, as amended, and Act

379 of the Public Acts of the State of Michigan for the year 1965, as amended, the City of Inkster does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining within respect to rates of pay, wages, hours of employment, and other conditions of employment for the terms of this Agreement of the all Employees of the City included in the bargaining unit described below, insofar as the same is permissible under applicable statutes and law.

1.2: The bargaining unit shall include sworn corporals, sergeants, and lieutenants, and shall exclude police officers and detectives and exclude all other employees of the City, and higher ranks, management, supervisory personnel, temporary, provisional, seasonal and part-time and all other employees of the City.

ARTICLE 2

REPRESENTATION AND BARGAINING COMMITTEE

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

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

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

2.4: The Parties shall not discriminate against any Employee for any reason prohibited by law, including, but not limited to, discrimination because of age, sex, marital status, race, nationality, religious or political belief, legal Union activities, or for disability. The City and the Union agree to implement the Americans with

Disability Act (ADA) on a case by case basis in compliance with the ADA and the provisions of this Agreement.

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

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

2.67: The Union will furnish a current list of stewards to the Employer. Subject to manpower requirements, stewards will be allowed time off to conduct Union business, to include grievance processing, disciplinary action, Union meetings and negotiations so long as these activities do not create overtime.

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

2.89: A suspended or discharged Employee shall be allowed to consult a steward before leaving the police department premises, provided one is working on that shift and the suspended or discharged Employee's presence on premises does not create a disturbance or issue of workplace safety. The Employer shall provide a suitable location for this conference.

ARTICLE 3

JOINT RESPONSIBILITIES

3.1: No Strike - No Lockout. Under no circumstances will the Union cause or authorize or permit its members to cause, nor will any member of the bargaining unit take part in any strike, stay-in, or slow down, in any facility or property of the City or any curtailment of work or restriction of production or interference with the operations of the City during the term of this Agreement, or during any other period

of time. In the event of a work stoppage or other curtailment of or interference with production, the City shall not negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until the same has ceased.

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

3.3: The City shall have the right to terminate any Employee who instigates, participates in, or gives leadership to, any activity herein prohibited.

3.4: The City will not lockout Employees during the term of this Agreement.

3.5 NON-DISCRIMINATION There shall be no discrimination or adverse employment action against any present or future Employee by reason of race, creed, color, age, disability, national origin, sex, union membership, or any other characteristic protected by law, including, but not limited to, claims made pursuant to Title VII of the Civil Rights Act, the ADA Americans with Disabilities Act, the Age Discrimination in Employment Act, the Elliot-Larsen Civil Rights Act, the Whistleblower Protection Act or any other similar laws, rules, or regulations that prohibit any other form of workplace discrimination, harassment, or retaliation. All such claims shall be subject to the grievance and arbitration procedures (Articles 8 of this Agreement) as the sole and exclusive remedy for alleged violations of this provision and the statutes or laws it incorporates. Arbitrators shall apply appropriate law in rendering decisions based upon claims under this provision.

ARTICLE 4

MANAGEMENT RIGHTS

4.1. City has the right to operate and manage its affairs, in all respects in accordance with its responsibilities and powers of authority as set forth in state and federal law, and the City's Charter. The City shall retain the sole right to manage and operate the Police Department, including, but not limited to, the sole and

exclusive right to decide the number and assignment of Employees, to create and abolish positions, to determine the need for work to be performed, to maintain order and efficiency, to hire, to contract, subcontract or outsource work to be performed, and to merge or consolidate operations within City or other units of government, subject only to the terms and conditions of this Agreement.

4.2. Management has the discretion to;; reasonably determine and implement work schedules/shifts and work weeks, approve and schedule Paid Time Off (PTO); establish the goals methods and processes by which work is performed; assign overtime work to Employees most capable of performing the necessary work within a classification. Management has the right to determine when overtime work is required and schedule such overtime consistent with the terms of this Agreement.

4.3. Where applicable by classification, The City reserves the right to discipline and discharge for just cause. City reserves the right to lay off Employees in its sole discretion. City shall have the right to establish hours and schedules of work, and to establish the methods and processes by which such work is performed.

4.4. City has the right and obligation to determine and establish the policies and work rules, goals and scope of its operations. Consistent with its operational needs, City may reasonably determine and implement: the goals, methods and processes by which work is performed, the qualifications of Employees assigned to do the work and the rights and obligations listed below, except as specifically limited by terms of this Agreement or applicable law. These rights include but are not limited to:

4.4(a). Implement changes in the structure of department operations, including the establishment or consolidation of service areas, new ranks and work locations. Where management establishes new ranks, it will bargain over wages, hours, terms and other conditions of employment for the new ranks within this bargaining unit;

4.4(b). Subject to the limitations set forth in PERA mandating bargaining over such decisions that may result in layoffs, City retains the right to contract, subcontract, outsource or cease functions or operations;

4.4(c). Initiate new functions or operations;

4.4(d). Provide appropriate training, education, performance evaluation and job assignments for Employees;

4.4(e). Establish qualifications, methods and criteria for hire, transfer, promotion and assignment in employment;

4.4(f). Revise, create, combine or eliminate classifications, duties and or positions;

4.4(g). Discipline and discharge Employees for just cause;

4.4(h). Establish and enforce work rules and policies; adopt and enforce unit specific work rules and policies;

4.4(i). Recruit, assign, and transfer Employees;

4.4(j). Determine the requirements related to an Employee's job functions including, but not limited to, equipment, tools, clothing and uniforms;

4.4(k). Layoff Employees;

4.4(l). Determine methods, means and staff requirements for departmental operations; and

4.4(m). Control the City's budget.

4.5. It is understood by the parties that every incidental duty connected with operations enumerated in classification specifications is not always specifically described.

4.6. The City Management has the sole discretion to hire contractors or outsource work.

4.7. Promotions in City shall be at the discretion of Management and based upon skill, knowledge, and ability as reflected in the written and oral testing specified in this Agreement.

4.8. All past practices not described in this Agreement are no longer binding.

ARTICLE 5
UNION SECURITY/AGENCY SHOP

5.1.1 The City recognizes the Union as the sole and exclusive bargaining representative of the Employees of the Police Department.

5.1.2 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 monthly 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 permit.

5.1.3 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 The City shall deduct as dues, from the pay of each Employee from whom it receives an authorization to do so, the required amount for payment of Union dues and assessments. Such sums, accompanied by a list of Employees who had authorized such deductions and from whom no deductions were made and the reason therefore, shall be forwarded to the Union office within thirty (30) days after such collections have been made.

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

5.4: Delivery of Executed Authorization for Payroll Deduction Form. A properly executed copy of such Authorization for Payroll Deduction of Dues form for each Employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Payroll Deduction of Dues forms which have been properly executed are in effect. Any Authorization for

Payroll Deduction of Dues form which is incomplete or in error will be returned to the Union's Financial Secretary by the Employer. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to the Finance or HR Department of City and to the Union.

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

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

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

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

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

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

ARTICLE 6 **STEWARDS**

6.1: The Employer recognizes the right of the Union to designate a steward and an alternate from the seniority list of the Union. Once a steward and an alternate are selected, their names shall be submitted to the Police Chief and Human Resources Department.

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

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

ARTICLE 7

UNION RIGHTS

7.1: Employees 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 Employee's duties.

7.2 A copy of any order, general order, rule, regulation, or training bulletin shall be made available to the steward of the Union who shall provide an email address to the Chief of Police for such purposes, provided, however, that the Chief of Police may provide such documents in hard copy format.

7.3 It is agreed by the Parties that the City is obligated, legally and morally, to provide equality of opportunity, establish policies and regulations that will ensure such equality of opportunity, considerations and treatment of all members employed by the City in all phases of the employment process.

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

ARTICLE 8

GRIEVANCE PROCEDURE

8.1. Purpose: It is the intent of the parties to this Agreement to prevent grievances and to settle any which may occur as fairly and promptly as practical. Further, the parties agree that such procedures are established for the clarification of disputes; that the exchange of written communications shall state the parties' positions and

conclusions as clearly as practical. Therefore, it is agreed that there should be time limits between the initiation of a grievance and the event or events from which the grievance arose, its occurrence, between steps of the grievance procedure and the time in which the answer must be given. Any grievance not initiated, taken to the next step or answered within these time limits shall be considered settled on the basis of the last answer by the City, if the Union does not move to the next step within the time limits, or on the basis of the Union's last demand if the City fails to give its answer within the time limits.

8.2. Definition: A grievance is any dispute, controversy or difference between (a) the parties, (b) the City and an individual Employee or Employees or (c) between or among Employees of the City of Inkster, on any issue with respect to, on account of, or concerning the meaning, interpretation or application of this Agreement or any terms or provisions thereof.

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

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

8.5. Written Grievances: The parties agree that any grievance shall be submitted in writing and shall contain:

The name of the person to whom it is addressed;

The date it is signed and prepared;

The step number within the procedure;

The name of the Bargaining Unit;

The name of the person grieving (i.e., the grievant);

The position or job class of the grievant;

A description of the date and time of the event or events from which the grievance arose, including the date(s) and time(s) the event(s) occurred and the action which prompted the grievance;

The action which caused the grievance;

A statement by the grievant setting forth the grievance or cause;

The remedy sought by the grievant;

The Article and Section or subsection of this Agreement which has been violated;

The signature of the grievant;

The signature of the Union Official to whom the reply must be directed.

8.6. Electronic Submission of Grievance: A copy of each grievance at each step shall be tendered to the City of Inkster's grievance inbox: grievance@cityofinkster.com. The date and time stamp of the outgoing email with the grievance shall be deemed conclusive proof of the date and time that the grievance was filed.

8.7. Electronic Submission of Responses: A copy of the grievance response at every step shall be tendered to, an e-mail box that Union designates for receipt of grievance response. The date and time of the City's outgoing grievance response shall be deemed conclusive proof of the date and time that the grievance was filed.

8.8. Hard Copies: All copies of electronically-submitted Grievances and Grievance Responses shall simultaneously be submitted to the Union's Chief Steward and the City's HR Director, or someone designated by writing in their stead. Both parties shall sign, date and retain a copy of the hard copy of each grievance and grievance response which shall, in the event of a computer/e-mail malfunction, provide substitute verification of the date and time that a grievance or grievance response is served.

8.9. Steps: All grievances shall be processed in the following manner and within the stated time limits:

Step 1—*Immediate Supervisor*: After submission of a written grievance form in accordance with Article 8.6 on the form attached as Exhibit 1 (grievance form), an Employee who has a grievance may discuss the complaint with his or her immediate supervisor, with a Union Representative present upon the Employee's request. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory settlement at this point. The grievance must be so presented in accordance with paragraph 6 of this Article (8.6) within ten (10) calendar days after the event or events from which the grievance arose. The supervisor shall give a written answer to the grievance in accordance with paragraph 7 of this Article (8.7) within ten (10) calendar days after the date of presentation of the grievance.

Step 2—*Police Chief*: If the matter is not satisfactorily settled by such discussion with the supervisor, the aggrieved employee shall, within ten (10) calendar days of having received the Step-1 written response from his/her supervisor submit a written grievance form to the Police Chief with a copy to the grievance inbox specified in paragraph 8.6 of this Article. The Union Representative and the Police Chief shall endeavor to conduct a meeting on this step 2 grievance as soon as possible but, in any event, to be held within 10 working days of the receipt of the written Step 1 response from the immediate supervisor to discuss the grievance with the Police Chief. The Police Chief shall render his/her final post-meeting decision in writing within ten (10) calendar days after the Step 2 meeting referenced herein, with a copy to the email address set forth in paragraph 7 of this Article 8.7.

Step 3---*Mayor*: If the grievance is not satisfactorily settled at Step 2, the Union Representative shall appeal such grievance to the Mayor or his/her designee within ten (10) calendar days of receipt of the written final post-meeting decision by the Police Chief as provided for in Step 2. The Step 3 appeal shall be initiated by submitting the appeal in accordance with paragraph 6 of this Article (8.6). A decision in writing by the Mayor or the Mayor's designee shall be given to the Union within ten (10) calendar days after such Step 3 meeting and be conveyed in accordance with the procedure set forth in paragraph 7 of this Article (8.7).

Step 4---*Arbitration*: If the grievance is not satisfactorily settled as a result of this Step 3 meeting, as provided for in Step 3, the Union may submit the grievance to the Federal Mediation and Conciliation Service ("FMCS") or Michigan Employment Relations Commission ("MERC") for binding arbitration. The Union shall notify the City in writing and in accordance with paragraph 6 of this Article 8.7 within ten (10) working days after the Step 3 meeting with the Mayor or Mayor's designee that it intends to submit the grievance to the FMCS or MERC for binding arbitration and selection of an impartial arbitrator, to be selected by the Union and the city, to render a binding decision and, if warranted, an award on the dispute. Said arbitrator shall be selected in accordance with the rules of the FMCS or MERC depending on what organization is selected to conduct the arbitration.

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

8.11. Limitations of Authority: The Arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provisions of this Agreement and he/she shall be without power and authority to make any decision:

- a. Contrary to, or inconsistent with or modifying or varying in any way the terms of this Agreement;
- b. Concerning the discipline or discharge of an employee for engaging in a strike, slowdown or stoppage of work, if the employee exercises his/her right under Act 336 of the Public Acts of 1965;
- c. Granting any wage increases not provided for in this Agreement;

- d. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement;
- e. Granting any promotion, demotion, transfer, job assignment, layoff, recall, job classification change or similar personnel transaction as relief in a discipline review case unless the arbitrator determines that the discipline is contrary to this Agreement;
- f. Contrary to City's right to establish, adopt, amend, promulgate, and enforce uniform work rules for its Employees. The Arbitrator may not adopt any work rule that contradicts those set forth herein or in any other City collective bargaining agreement.
- g. The Arbitrator shall have no authority to require City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations, or discretions which by federal or State law, Board actions or federal mandates City cannot delegate, alienate or relinquish, nor to rule on the purchase of buildings or equipment.
- h. The right of contracting, sub-contracting or outsourcing is vested in City. Nothing in this Agreement shall prohibit contracting, subcontracting or outsourcing that does not result in bargaining unit layoffs as provided for in Article 4.4(b) of this Agreement. An arbitrator shall not have jurisdiction to consider an alleged violation of this Agreement due to City's decision to contract, subcontract or outsource any work including work previously done by the Union.
- i. No settlement at any stage of the grievance procedure except an arbitration decision, shall be a precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceeding.
- j. All claims for back wages shall be limited to the amount of wages that the Employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to his/her removal from City's payroll, and payments from Unemployment Insurance, Social Security Disability, Welfare, Family Independence Agency, and City's-funded Long Term Disability Insurance, Sickness and Accident Insurance and Automobile Accident Income Replacement Insurance.

k. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case, except by mutual agreement of the parties.

l. There shall be no appeal from the arbitrator's decision if made in accordance with his/her jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on City, on the Employee or Employees, and on the Union.

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

8.12: The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. The grievant aggrieved and the Union President or designated representative shall not lose time or pay for time off the job while attending the arbitration proceedings.

8.13: Except as specifically provided herein, or in supplements hereto which are part of this Agreement, the parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues which were or which could have been made the subject of negotiation. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters, which are not excluded from arbitration.

8.14. TIME LIMITS FOR ALL STEPS: The Employee's or Union's failure to comply with the time limits described in the Article shall bar the further advancement of grievance. In the event of a grievance filed by City, the time limits for answering grievances and processing grievances to the next step shall apply.

If a grievance is not scheduled or answered by Management within the prescribed time limits in this Article, the Union may move the grievance to the next step of the grievance procedure. The appeal will be considered timely if moved by the Union to the next step within ten (10) calendar days of the date that Management was required to answer, or date that such answer was due. All grievances not moved to Step 4, arbitration, within the prescribed time limits shall be considered settled based on City's last answer.

An extension of the time limits of any of the Grievance Procedure steps may be granted only by mutual consent of the parties and in a writing signed by authorized representatives of the Union and Management. Any grievance not appealed by the Union in writing to the next step within the specified time limit following receipt of Management's answer from the previous step shall be considered settled on the basis of Management's last answer.

8.15. BACK PAY REMEDIES: City shall not be required to pay back wages more than ten (10) calendar days prior to the date the written grievance is filed.

8.16. Election of Remedies. It is the intent of the Parties that disputes between City and the Union and the Employees it represents should not be subject to potential inconsistent resolution of grievances in more than one forum. In the event that an Employee or the Union has any dispute with the Employer which has been alleged as a grievance, then the Union and the Employees it represents do hereby agree that if the Employee or Union elects to pursue any legal or statutory remedy under federal, state, or local law, or administrative regulation for alleged conduct which may also be a violation of this Agreement, such election shall immediately bar any further or subsequent proceedings for relief under the provisions of this Article, the right to grieve shall be waived and the arbitrator shall be divested of all authority. In the event that an Employee files such a claim, the City shall be entitled to a setoff for all pay, benefits or other remedies provided under this Article.

ARTICLE 9

DISCIPLINE AND DISCHARGE

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

9.2. Charges and Specifications. The charges and specifications resulting in

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

9.3. **Power of Discharge and Discipline.** Management 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 Mayor, 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 Mayor, Police Chief, and his/her subordinates.

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

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

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

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

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

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

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

9.10. Suspension. In the event a member is suspended, he/she shall be taken off the payroll and shall turn in his/her departmental equipment. Suspension shall be used by the department only for discipline or for awaiting criminal trial implementation and decision. Except when there is a criminal prosecution authorized by a prosecutor or city attorney, a suspension shall not last more than thirty (30) days.

9.11. 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.

9.12. 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.

9.13. Drug Policy. The Union and Department agree to follow the attached drug

testing policy.

ARTICLE 10
PROMOTIONS/DEMOTIONS

10.1. 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.

10.2. 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.

10.3. 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.

10.4. 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.

10.5. 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.

10.6. 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.

10.7. 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 11
SENIORITY, LAYOFF AND RECALL

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

11.2. Seniority and Seniority Lists.

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

11.3. Loss of Seniority. An employee shall lose his/her seniority for the following reasons only:

- A. He/she quits City employment.
- B. He/she is discharged and the discharge is not reversed through the procedure set forth as in this Agreement.

- C. He/she is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions may be made with the consent of the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has been terminated. If the disposition made of any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.
- D. If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made with the consent of the Employer.
- E. Failure to return from sick leave and leaves of absence will be treated the same as C above.
- F. He/she retires.

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

11.5. Layoffs.

- A. Permanent Employees. The Employer may layoff a permanent employee when he/she deems it necessary, by reason of shortage of work or funds, the abolition of the position, material change in the departmental organization, or for other related reasons which are outside the employee's control and which do not reflect discredit upon the services of the employee. The duties performed by any employee laid off may be reassigned within reason to other employees already working who hold position in appropriate classes.
- B. Order of Layoff. Layoff of employees shall be made first by inverse order of their seniority within a position classification. Further, bumping downward, by seniority, will be allowed, including into the police officer ranks.
- C. Notice of Layoff. The Chief shall give written notice to the Director of Personnel and to the employees and Union on any proposed layoff. Such notice shall state the reasons therefore, and shall be submitted at least one (1) week before the effective date thereof.

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

ARTICLE 12
JOB CLASSIFICATION AND PAY PLAN

- 12.1: City employees covered by this contract are assigned to classification titles and pay grades.
- 12.2: An employee permanently promoted from Patrolman or Detective to Corporal or Sergeant or from Sergeant to Lieutenant to fill a budgeted vacancy shall immediately advance to the highest rate applicable for such Corporals, Sergeants or Lieutenants rank.
- 12.3: 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.
- 12.4: 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.

12.5: Rank Differential.

Detective	Corporals	Sergeants	Lieutenants
N/A	4%	5%	9%

This table (12.5) illustrates the minimum yearly wage differential between detectives and corporals, corporals and sergeants, and sergeants and lieutenants.

12.6: Pay Plan.

2018 (upon ratification) -June 30, 2020

Corporal:	\$59,584.20/year and \$28.6462/hour (2080 basis)
Sergeant:	\$62,720/year and \$30.1538/hour (2080 basis)
Lieutenant:	\$68,365/year and \$32.8678 (2080 basis)

12.7 Shift Differential:

An additional 20 cents per hour from the above hourly rates in section 12.6 will be paid for all hours worked between 3 p.m. and 11:00 p.m. An additional 25 cents per hour from the above hourly rates in section 12.6 will be paid for all hours worked between 11:01 p.m. and 7:00 a.m.

12.8 Cell Phone/On Call and Roll Call Pay:

Members of the bargaining unit are required to be reachable by cell phone during off hours for important work-related communications/inquiries. While management agrees to take steps to minimize interruptions to bargaining unit members off hours, the parties recognize that the pace of the modern workplace and the fact that the department functions on a 24-hour basis sometimes makes off-duty inquiries necessary. Similarly, the parties understand that pre-shift roll call preparation time is critical for defining daily tasks, trends, and other departmental needs. This pre-shift work is a regular function for bargaining unit members that the parties agree should be compensated. The parties agree that each bargaining unit member shall receive an annual payment of \$800 per year to compensate for fielding

off-duty cell phone inquiries and for pre-shift roll call preparations. This payment shall be made in one lump sum payment once per year on the first pay check

following March 1 in each year of this agreement. This payment shall be prorated for employees who do not work for the entire prior fiscal year (July 1-June 30) within the bargaining unit.

ARTICLE 13 **EDUCATION BENEFIT**

The city encourages bargaining unit members to pursue post-secondary education and seeks to recruit and retain those who earn post-secondary degrees. Bargaining unit members shall receive the following additional payment for once they hold one of the following degrees:

Associates Degree (\$200/ year)

Bachelors Degree (\$400/year)

Masters Degree (\$500/year)

This payment shall be made in one lump sum payment once per year on the first pay check following March 1 in each year of this agreement. This payment shall be prorated for employees who do not hold their degree for the entire prior fiscal year (July 1-June 30). Bargaining unit members receive only one benefit paid for only the highest degree they attain.

ARTICLE 14 **SPECIAL CONFERENCES**

14.1 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.

14.2. 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.

3. Employee representatives of the Union at special meetings will be paid by management for time spent in special meetings but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in special meetings shall be considered as hours worked to the extent of the regular work schedule hours which they otherwise would have worked.

ARTICLE 15 **NO STRIKE CLAUSE**

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

ARTICLE 16 **TRANSFERS**

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

ARTICLE 17
HOLIDAY PROVISIONS

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

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

Employee's Birthday

New Year's Day

Good Friday

Independence Day

Veteran's Day

Day after Thanksgiving Day

Christmas Day

Martin Luther King's Birthday

Memorial Day

Labor Day

Thanksgiving Day

Christmas Eve Day

New Year's Eve Day

17.3: Holiday pay for employees to be paid in accordance with paragraphs 17.1 and

17.2 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 18
SICK LEAVE

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

A. The amount of sick leave credit shall not exceed one (1) day per month nor twelve (12) days per year for each employee. The accumulation of sick leave credit shall not exceed two hundred (200) days for any employee. Vacation leave and paid

holidays shall be considered as days worked for accumulation of sick leave credits. Sick leave shall be computed from the first full working day of the employee.

B. The amount of sick leave used by an employee shall be equal to the number of regularly scheduled hours he/she would otherwise have worked during his/her absence on such leave. Should a change in the work week occur, accumulated sick leave shall be credited on the basis of the new work week schedule. Accumulated sick leave credit shall be converted to hours that would have been earned on the new work week schedule.

C. A certification of illness or injury from a physician of the City's choosing may be required by the City as evidence of illness or disability before compensation for the period of illness or disability is allowed, and shall be mandatory if the illness or disability exceeds three (3) consecutive working days. Abuse of the sick leave privilege or falsification of illness or disability will result in disciplinary action up to and including discharge.

D. Sick leave credits will not be allowed when absence is due to the illegal use of narcotics or intoxicants, willful misconduct or any illness or injury incurred while self-employed or employed by other than the City.

E. Any employee who becomes ill and unable to report for work must, unless circumstances beyond the control of the employee prevents such reporting, notify the supervisor on duty within one (1) hour before the starting time of his/her particular shift on the first day of his/her absence and daily thereafter, if not hospitalized, or sick leave pay will not be allowed and the employee shall be considered absent without leave.

F. If the employee so elects, after all accrued sick leave is used, vacation leave may be used and payment made therefore to the extent of vacation leave accrued to which employee is entitled as of such date.

G. When an employee receives his/her last check for sickness or disability, he/she will be placed on leave without pay for a period not to exceed two (2) years. If, at the end of that time, employee is still unable to return to work, his/her employment shall be terminated. Employee shall be eligible for re-employment, provided he/she has completely recovered, and has a doctor's statement to that effect

subject to the City's physical examination and approval, and provided further, that a position is available in accordance with his/her seniority.

H. Upon ordinary retirement of an employee, or upon death, the employee's estate shall receive cash payment at his/her current daily rate of pay, excluding premium rates, for seventy-five (75%) percent of his/her accumulated sick time, but not to exceed one hundred fifty (150) days of payment. Upon retirement termed disability under the City of Inkster pension plan, an employee shall receive cash payment at his/her current daily rate of pay, excluding premium rates, for seventy-five (75%) percent of his/her accumulated sick time but not to exceed one hundred fifty (150) days of payment. No payment is to be made for unused sick leave upon separation from City employment except upon retirement, either ordinary or disability, as defined in the employee's retirement plan or upon death.

I. Legal Holidays, etc. Employees absent from work on legal holidays, during sick leave, during vacation, while on Workers' Compensation, or on special leave of absence with pay, shall continue to accumulate sick leave at the regularly prescribed rate during such absences as though they were employed, subject to the maximum limitation herein provided.

J. Contagious Diseases. An employee eligible for sick leave with pay may use such sick leave, upon approval of the division or unit commander, for absence due to exposure to contagious diseases which could be communicated to other employees, and due to illness in employee's immediate family, which is limited to husbands, wives, children, and parents.

K. Physical examinations will be available at City expense for protection under the Heart and Lung Act, Workers' Disability Compensation Act of 1969, Act #317.

L. Contagious/communicable diseases shall not be deemed duty connected outright, however, if the employee believes he/she has been exposed to communicable or contagious disease during duty hours, he/she shall notify the Employer when he/she becomes aware of the possibility that contact has been made.

M. When an employee finds it necessary to be absent for sickness, he/she should cause the facts to be reported to the Police Department one (1) hour before his/her regular starting time or sooner, if possible, on the first working day of absence and

shall regularly report, unless hospitalized or confined by a doctor, during each work day thereafter. Sick leave shall not be granted unless the report has been made. Employees reporting sick may be visited by some designated superior officer at the discretion of the division command for the purpose of verifying confinement or illness of the officer.

N. Bonus Days. Employees who use no more than five (5) days sick leave and/or leave without pay per fiscal year shall be given three (3) days additional vacation leave with pay. Such bonus days may be used to extend vacations or as personal leave days. When used for personal leave, the Employer shall receive at least forty-eight (48) hours written notice. Such bonus vacation days may not be accumulated beyond the year in which they are awarded.

ARTICLE 19

WORKERS COMPENSATION

19.1 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 vacant 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.

192: 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.

193: 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 20

INCOME PROTECTION DISABILITY

20.1. 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 21

EMERGENCY AND FUNERAL LEAVE

21.1. 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 Mayor.

21.2. "Immediate Family;" as applied to Section 21.1, is defined as wife, husband, child, brother, sister, parent, and parent-in-law.

21.3. 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 Mayor.

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

21.5. "Immediate Family", as applied to Section 21.4 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.

21.6. 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.

21.7. 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.

21.8. 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.

21.9. Additional leave may be granted in special cases subject to the approval of the Mayor.

ARTICLE 22

SPECIAL LEAVES OF ABSENCE

The parties recognize that the rigors of modern police work can require continued educational advancement and extended periods away from the job. While the City has the right and obligation to maintain discipline and departmental cohesion the parties wish to provide for certain leaves of absence under limited circumstances and with good cause shown:

22.1: Educational Benefit. In keeping with the City's policy of encouraging the improvement and professionalism of its police personnel, the City shall provide to employee an annual education reimbursement not to exceed \$750 for attendance at an accredited Bachelors or Master's Degree program in a field of study that the Chief of Police deems is likely to benefit the department.

The employee shall advance the cost of all tuition and required textbooks and shall be reimbursed by the City upon the satisfactory completion of each course. Satisfactory completion shall require the employee to obtain a mark of a "C" or better. Such amounts are payable April 1st of each year.

22.2: 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.

22.3: 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.

22.4: 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.

22.5: 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.

ARTICLE 23

MATERNITY/FMLA LEAVE

23.1. A pregnant Employee shall be entitled to a leave of absence not to exceed six (6) months which shall run concurrently with any other form of leave granted under this agreement. When said Employee gives written notification to the City of her desire to return to work, the City shall reinstate said Employee within two (2) weeks from receipt of written notification, to work which is as nearly comparable to the position and classification held at the time leave was granted, subject to the seniority provisions of the City for its employees. If her former position is vacant, she shall have first preference to the vacancy. In order for an Employee to qualify for a maternity leave, she must notify the City at least five (5) months prior to the anticipated date of delivery. An Employee granted such leave shall be expected to undergo a physical examination after the period of leave and receive appropriate medical certification of her fitness for duty. Maternity leave shall run concurrently with any request for leave under paragraph 17.2.

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

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

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

Under the FMLA, an Employee is eligible for a total of twelve (12) workweeks of leave in a twelve (12) month period. This twelve (12) month period is measured back from the date the Employee uses FMLA leave. Continuation of medical, life and dental benefits and the right to job restoration under the FMLA ceases when an Employee has used twelve (12) workweeks of FMLA leave in the twelve (12) month period. FMLA leave shall run concurrently with all other leaves taken for the condition(s) related to the FMLA leave.

When a leave is requested due to a serious health condition, the City reserves the right to require the Employee to obtain the opinion of a second health care provider designated or approved by the City concerning any information within the medical certification requesting the leave. The City will pay any deductible or co-pay costs for said second opinion.

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

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

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

An Employee requesting an FMLA leave under types A,B,C, or D above, must exhaust all his/her personal days and earned vacation prior to going on said leave. Seniority shall accumulate while on a Family and Medical Leave.

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

ARTICLE 24 **MILITARY LEAVE**

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

ARTICLE 25 **VACATION LEAVE**

25.1 Vacation leave is authorized absence from duty with pay.

A. Employees with less than eight (8) years seniority shall receive fifteen (15) vacation

days per year. Those employees who have from eight (8) to fourteen (14) years of seniority shall receive twenty-one (21) vacation days per year. Those employees with fifteen (15) years seniority or more shall receive twenty-five (25) vacation days per year.

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

C. Employees shall receive credit for a month worked for every month in which they work or receive compensation for two-thirds (2/3) of the scheduled work days. Time lost by an employee by reason of absence without pay, or time otherwise not worked or paid for, shall not be considered in computing earned credits for vacation leave.

D. A seasonal, temporary or part-time employee, who becomes a regular employee, shall accrue vacation leave from the date he/she completes his/her probationary period retroactive to the start of such probationary period.

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

E. Employees shall forfeit all rights to vacation time if not taken within the year following the year in which accrued; unless carried over with the written consent of the Chief.

F. Vacation schedules shall be set up by the City so as to permit the continued operation of all City functions without interference; in some areas employment of temporary relief labor will be permitted for limited period of time so that continued efficient operation can be maintained. Employees shall be given preference according to bargaining unit seniority to select available vacation periods for their allowable vacations. Available schedules shall be posted prior to April 1 of each vacation year. After selections are approved, they shall be final except for emergencies.

G. Vacation leave shall be scheduled in weekly periods. Vacation leave for periods of less than one (1) week will be allowed only when it is necessary for the good of the service or when the vacation credits earned in one (1) calendar year are less than one (1) week. Vacation leave may not be allowed at any time in advance of earned time. Scheduling of the third (3rd) week or more of vacation leave shall be at the discretion of the department head.

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

1. Any regular employee, who gives proper notice, ten (10) working days, regarding termination of his/her employment with the City, shall be entitled to his/her regular pay for any unused portion of vacation time, as of date of separation.
2. Any regular employee, who is placed on indefinite layoff or separated from the City for reasons other than disciplinary action, shall be paid his/her accrued and unused vacation time.
3. By mutual agreement between the City Manager and the employee, the employee may be paid for a portion of his/her vacation credits. Such agreement shall be reduced to writing.

I Employees shall not be entitled to accrued vacation pay if any of the following applies: (1) If an employee separates himself from the City by reason of absence without leave; or (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 26

HEALTH AND DENTAL INSURANCE

A. Full-time Employees shall be eligible to receive Healthcare benefits effective the first day of the month following thirty (30) days of employment.

Employees will be required to make monthly contributions for their benefits based upon the plan and coverage tier selected by the Employee. Monthly contributions will be deducted from Employee payroll disbursements on a pre-tax basis (if authorized by the Employee), in accordance with applicable law.

Employees' monthly contributions under the City's plans shall be adjusted annually to the level necessary to maintain an 80/20 proportional share of the cost of the healthcare coverage, subject to the terms, conditions and limitations set forth in this Article. Under this cost sharing arrangement, City will pay eighty percent (80%) of the costs of each coverage tier in the Healthcare Plans, and Employees participating in each coverage tier shall pay twenty percent (20%) of the costs for such coverage tier.

The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated will not result in any liability to City, nor will such failure be considered a breach by the City of any obligation undertaken under this Agreement or any other agreement. However, nothing in this Agreement will be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to COAM Employees or beneficiaries of COAM Employees.

- B. Notwithstanding any provision in this Article that could be construed to the contrary, this Article shall not be construed to require City to fall out of compliance with the requirements of Public Act 152 of 2011 MCL § 15.561 *et. seq.* ("PA 152").
- C. In the event a carrier eliminates one of the health care plan(s) set forth in this Article above or a plan(s) will be subject to the Cadillac Tax under the Affordable Care Act or other similar state or federal law or regulation (hereafter collectively "the Cadillac Tax"), City will give notice to Union. In that event:
1. The Union and City will meet to discuss a new health care plan(s) to replace the plan(s) that are being eliminated or subject to the Cadillac Tax.
 2. The new Plan(s) shall not impose a cost increase on City.
 3. If City and Union cannot agree, upon a new plan(s) and the date that the plan(s) will be eliminated or will be subject to the Cadillac Tax will occur, within 60 days, the City may unilaterally implement the most comparable standard plan that does not result in a cost increase to City to replace the plan(s) that are being eliminated or that will be subject to the Cadillac Tax.
- D. Annual plan design: The City has little to no control over plan designs from coverage year to coverage year. As a 80 percent sharer of the costs of health coverage, the City has an incentive to select a plan design that contains costs and, to the greatest extent possible, maintains coverage levels. Each year, the City goes through a health care benefits renewal process with its carrier(s) and rolls out a new plan design prior to the open enrollment period. City will give notice to the union prior to open enrollment regarding plan design and cost-sharing of proposed plans. The Union may, in accordance with Article 44 submit an alternative proposal to management for consideration and bargain with the city over the implementation of program changes which the city may, in its discretion, implement in accordance with the procedure set forth in Article 44.

ARTICLE 27
LIFE INSURANCE

27.1. 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.

27.2. Upon retirement, the employee shall have a conversion option on the policy for a period of thirty (30) days. The employee must convert this policy from the group plan with the City assuming no responsibility for such conversion. The Employer shall provide a paid policy of \$5,000.

ARTICLE 28
BULLETIN BOARDS

28.1. 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 29
PROVISION OF LEGAL COUNSEL

29.1. 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 legitimate performance of his/her official 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 is covered by the policy.

The duty to indemnify Employee shall not include acts that occur outside of the Employee's exercise of lawful police power.

ARTICLE 30

GUN/EQUIPMENT ALLOWANCE

30.1. Each unit member shall receive an equipment allowance of two thousand five hundred dollars (\$2,500.00) 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.

ARTICLE 31

HOURS OF WORK

Staffing shall remain consistent with the 12-hour shift rotations set forth in the ICOU-COAM's June 22, 2012 proposal attached as exhibit B to the parties' July 2012 Agreement.

ARTICLE 32
OVERTIME/CALL BACKS

32.1: 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.

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

32.3: 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.

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

ARTICLE 33
COURT TIME

33.1: 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 34 **PERSONAL LEAVE**

Each employee is granted seven (7) personal leave day per fiscal year awarded each July 1, to use or lose within the fiscal year awarded and which bears no relation to sick leave usage. When used, the Employer shall receive forty-eight (48) hours written notice. Management reserves the right to deny the approval of a personal leave day for reasonable cause including, but not limited to, situations where the leave day will create overtime.

ARTICLE 35 **PERSONNEL ROSTERS**

Union shall be entitled, on a twice-yearly basis, to receive a roster containing the names, ranks, seniority/hire date, and contact information.

ARTICLE 36 **SPECIAL ASSIGNMENTS**

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.

ARTICLE 37
TIME AND SHIFT TRADES

Time and shift trades that do not result in the creation of overtime for any member are permitted with the prior written approval of the Chief of Police.

ARTICLE 38
UNSAFE EQUIPMENT

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

ARTICLE 39
PENSION

The present pension plan shall remain in effect with the following stipulations.

A. PENSION MULTIPLIER

Any COAM member eligible for retirement under Section 18.3 of the retirement system plan 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.

B. The pension plan shall continue to provide for retirement after 25 years of service regardless of the age requirement.

C. **SPOUSE - DEPENDENT COVERAGE.** The retirement system shall 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 shall apply to all current employees and all future retirees.

D. **EMPLOYEE PENSION CONTRIBUTION.** Effective upon ratification, all COAM members shall be six percent (6%) of compensation.

E. The City of Inkster Policemen and Firemen Retirement System shall provide that any COAM member eligible to retire under Section 18.3(b) 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 have such military service time be counted as part of the aforesaid twenty-five years service.

F. 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). 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."

G. Employee shall be 100% vested in the Pension plan after ten (10) years of service.

H. "LIVE IN SIN" PENSION CLAUSE. 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.

I. Purchase of Service Credits

All employees will have a one (1) year window after their probation period to purchase up to three (3) years credit toward retirement with an option to purchase an additional two (2) years using the following example.

1. All employee may purchase three (3) years of full time generic time. The employee may purchase one (1) year of full-time generic time for each three (3) years of service with the Inkster Police Department.

2. All employees may purchase up to five (5) years of prior police or military service time.

3. In no case shall the total time purchased exceed a total of five (5) years.

4. All years purchased shall only be used only for purposes of calculating the retirement benefit received and not as a way to reduce the years of active service required for retirement.

5. The Employee shall pay all costs for the purchase and shall have a three year time limit to pay all funds necessary to complete the purchase. This payment may be made through payroll deduction on pre-taxed funds.

6. All actuarial studies required to calculate purchase prices for service credit purchased shall be paid by the employee prior to the actuary study being performed by the Actuary. The City will not provide the study without the employee paying for the actuarial study in advance.

J. Pay Codes for Pensionable Wages/FAC

The following pay codes are the only ones to be used for purposes of calculating "Pensionable Wages" that are part of FAC: SP Afternoon, Regular, SP Midnights, Holiday, Overtime P/CRT, Overtime P/T, Personal Police, SI Police, V Police, Stan, Sup, OJI. These items will also be used to calculate employee contribution toward pension.

K. Treatment of bank payouts:

Post-employment payouts of accumulated banks of sick-time and compensatory-time that remain unused on the member's date of separation shall be paid in conformity with the status quo. Also consistent with the status quo, no deductions for employees' share of retirement contribution shall be made from these payouts of banked sick and compensatory time.

ARTICLE 40
WAIVER CLAUSE

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

ARTICLE 41
MANDATORY TRAINING TIME

41.1. It shall be mandatory for each Employee to maintain a level of proficiency. Each Employee shall receive a minimum of sixteen (16) hours of mandatory training time per year in one (1) or more of the following areas at the City's expense. The

Employee is to be compensated if the training time occurs during his normal shift. There will be no grading of training time:

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

The Chief of Police may mandate up to eight (8) hours of additional training per year to be taken on the Employee's own time with the enrollment costs of the training at the City's expense.

ARTICLE 42 **SAVINGS CLAUSE**

42.1 If any Article or Section of this Agreement should be held invalid by operation of law or by any Tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such Tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 43 **STATUTORILY-REQUIRED EMERGENCY MANAGER CLAUSE**

43.1 This Agreement adopts by reference any terms and conditions imposed by the State of Michigan, the Department of Treasury, PA 436 of 2012 or any other regulation or law adopted by the State of Michigan. The inclusion of this language or any language required under section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1)

appointment of an Emergency Manager; (2) PA 436 of 2012, as amended, (Local Government and School District Fiscal Accountability Act) ("the Act"); or (3) any action of an Emergency Manager which acts to reject, modify or terminate the collective bargaining agreement. This Section shall immediately become null and void if that Act is stayed, reversed in a referendum, or ruled unconstitutional or reversed in a final decision by the Michigan Supreme Court, the Michigan Court of Appeals or a federal court.

ARTICLE 44 **DURATION**

This Agreement shall become effective upon the later of the effective date of a Resolution of Approval of City Council of Inkster or a positive ratification vote of Union and shall remain in full force and effect until 11:59 P.M., June 30, 2020, and from year to year thereafter unless either Party hereto shall notify the other in writing by March 1st prior to the expiration date of this Agreement, or to the expiration of any subsequent automatic renewal period, of its intention to amend, modify, or terminate this Agreement. Notice of intention to amend, modify, or terminate this Agreement shall be in writing and shall be sufficient if sent by certified registered mail addressed to the Union, POAM, 27056 Joy Rd, Redford Charter Twp, MI 48239 and if the City addressed to the Mayor, 26215 Trowbridge, Inkster, MI, 48141 or to any such address as the Union or the City may make available to each other.

44.3 Re-opener negotiation process for health benefits:

The Union may request bargaining for thirty (30) calendar days regarding any proposed annual changes to the city's existing health plans. In the event there is no

agreement reached after thirty (30) days, the City shall have the right to implement its last offer to the Union. The City's offer will be retroactive to the introduction (roll out) date of the change(s). The City's implementation action shall not terminate the negotiations and any subsequent settlement shall also have retroactivity to the date of introduction.

ARTICLE 45
DRUG TESTING

45.1: See MOU from prior agreement.

ARTICLE 46
ADMINISTRATIVE LEAVE

46.1: 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 47
RESIDENCY

47.1: 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.

Command Officers Association
of Michigan

City of Inkster

Wayne Beerbower Date
Business Agent

Byron Nolen Date
Mayor

Inkster Command Officers Association

Jeffery Smith Date
President

Approved by the Inkster City Council _____ Resolution _____

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: August 1, 2018

From: Sharde Fleming
Special Projects, Director

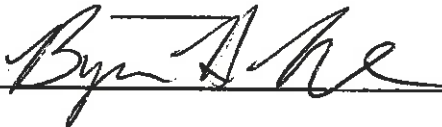
Date for Council Consideration: August 6, 2018

ACTION REQUESTED: Consider to enter into agreements with City approved developers/participants to collaborate in a reinvestment program through acquisition/redevelopment of tax-foreclosed, single-family residential structures and selected commercial or vacant properties.

Current Action X Emergency Future

Funds Budgeted: If Yes Account # 101.727.673.170 No N/A

Mayor's Approval



BACKGROUND INFORMATION

City approved selected firms may be eligible to participate in the City's program for up to three (3) years. The City, at its sole discretion, may disqualify firms from future participation. Changed financial positions, poor performance, or other issues may be considered when determining continued qualification. Firms must be a qualified business. A qualified business shall mean a corporation, a limited liability company, general or limited partnership, or a sole proprietorship (1) authorized to transact business in the State of Michigan, and (2) remains the authorized and responsible entity through the completion of the project. A contract will be executed between the City of Inkster and the successful firm(s). Successful firm(s) will be required to have a minimum \$250,000 in the form of a line of credit and/or liquid asset from an approved financial institution

Eligible projects: The City of Inkster has implemented an acquisition/redevelopment program. Tax foreclosed single-family homes must be rehabilitated/redeveloped and sold for owner-occupancy only. Other property types may be designated as an eligible project at the sole discretion of the City. Firms are required to coordinate with the Inkster Building Department for all required building permits, inspections, etc. All buildings will be rehabilitated/redeveloped to meet, at a minimum, the Michigan Building Code and ordinances. Firms are required to use Energy Star and energy efficient technologies when redeveloping all properties

Exhibit A outlines properties offered and conditionally accepted by City approved developers.

SCOPE OF SERVICES

The City of Inkster will select City approved firm(s) to perform the following services with the intent to meet the objectives of the Program.

1. The City will exercise its right to have first selection of tax foreclosed properties that are available for purchase from the FROR Tax Foreclosure Property List. The City will then distribute among the selected firm(s) from such list in an equitable fashion as determined solely by the City from the properties made available through the Wayne County Treasurer.
2. The initial acquisition of properties will be done by the City of Inkster via the Wayne County Treasurer's Office FROR. The City must be reimbursed within five (5) business days for all costs associated with the acquisition of these properties.
3. The Program will be funded by the selected firm(s). Selected firms will be required to have a minimum \$250,000 in the form of a line of credit cash and/or liquid asset from an approved financial institution. The City, at its sole discretion, may require a lesser amount.
4. Once the City receives the initial Quit Claim Deed transferring ownership from the Wayne County Treasurer, a Quit Claim Deed will be prepared by the City and delivered to the purchasing firm(s). Purchasing firms shall pay all recording fees.
5. Selected firms will be responsible for up keep of homes before, during and after the redevelopment up to the final sales date (including but not limited to grass cutting, snow removal, property maintenance, etc.). Insurances must be maintained from date of acquisition and all property taxes for each acquired home/property are to be paid on time by contracted firm(s). 2018 property taxes, special assessments, water utility bills, and other City liens for each property are to be paid in a timely manner by the selected firm(s). Firms are responsible for knowing any and all outstanding encumbrances on all properties.
6. Firms must explain how and when the firm will perform the initial risk assessment for lead and asbestos. All contractors, trades and sub-trades that work on building components that contain lead must be lead certified and show proof of certification.
7. firms must identify any external sub-contractors and describe their roles and responsibilities
8. All rehabilitation/redevelopment work and completed sales transactions must be completed within twelve (12) months of the contract start date.
9. All sales by selected firms must be offered to the public at large. No private sales are permitted for the acquired properties. All sales must be "arm's length". All sales transactions (closings) to take place using an approved title company. Firms must provide title policy to each perspective homebuyer.

PROJECT OR IMPROVEMENT TASKS

1. Develop a plan to Diversify the tax base to ensure a sustainable budget for Inkster

COSTS

The initial acquisition of properties will be done by the City of Inkster via the Wayne County Treasurer's Office FROR. The City must be reimbursed within five (5) business days for all costs associated with the acquisition of these properties.

RESOLUTION

Authorization is hereby given to enter into agreements with City approved developers/participants to collaborate in a reinvestment program through acquisition/redevelopment/resale of tax-foreclosed, single-family residential structures and selected commercial or vacant properties.

Resolved by _____ Seconded by _____

Yes:

No:

Absent:

Exhibit A:

Address	Parcel ID	Due Tax
1586 Helen	44 006 01 0543 000	\$9,294.97
659 Patterson Ct.	44 016 01 0132 000	\$2,924.26
28339 Parkwood	44006010436000.00	\$5,994.23
28624 Beechnut	44 004 01 0028 000	\$8,895.75
28805 Carlysie	44 009 02 0091 000	\$15,268.39
3736 Inkster	44 014 01 0001 000	\$35,157.26
350 Amherst	44 017 03 0388 000	\$8,491.05
1295 Helen	44 006 01 0664 000	\$12,095.88
26215 Dartmouth	44 024 04 0043 000	\$6,630.46
27026 Florence	44 022 01 0363 000	\$4,738.56
28639 Oakwood	44 005 02 0049 002	\$7,275.18
26984 Ross	44 025 01 0093 0002	\$8,761.22
26653 Ross	44 025 01 0122 000	\$3,945.67
29946 Glenwood	44 002 02 0760 000	\$6,431.48
28375 Glenwood	44 006 01 0474 000	\$12,643.31
29924 Glenwood	44 002 02 0758 000	\$8,201.86
1132 Helen	44 006 01 0639 000	\$4,312.71
1950 Lexington	44 002 03 0129 000	\$6,006.25
28589 Parkwood	44 005 03 0139 002	\$6,576.83
30234 Glenwood	44 002 02 0782 000	\$7,979.65
29555 Glenwood	44 002 01 0377 000	\$11,489.97
28362 Parkwood	44 006 01 0439 000	\$13,920.82
26335 Hopkins	44 025 02 2131 000	\$4,949.82
29408 Edward	44 001 06 0024 000	\$5,994.87
26323 Kean	44 020 02 0123 000	\$5,579.84
4110 Harrison	44 009 02 1107 000	\$5,229.83
3918 John Daly	44 025 01 0201 000	\$4,662.39
3806 Ash	44 014 03 0276 000	\$5,921.98
3757 Ash	44 014 03 0291 000	\$7,346.42
3814 Ash	44 014 03 0274 000	\$11,384.96
26037 Penn	44 023 03 0186 002	\$14,723.33
26810 Colgate	44 025 01 0298 000	\$9,013.99
3742 Harriet	44 009 02 0824 000 A	\$12,294.68
4133 Henry	44 014 02 0284 000	\$4,040.83
26254 Penn	44 025 02 0230 000	\$2,861.78
3217 Spruce	44 010 06 0541 000	\$5,577.73
27314 Yale	44 022 01 0621 000	\$3,308.05
30165 Glenwood	44 002 02 0735 000	\$5,423.58
30036 Annapolis Cir	44 013 03 0032 000	\$25,100.31
1553 Helen	44 006 01 0329 002	\$9,308.19
4037 Bayhan	44 024 04 0012 000	\$8,601.91
28990 Fernwood	44 004 02 0029 000	\$26,081.33
29216 Hazelwood	44 005 01 0170 000	\$7,663.46
358 Sunningdale	44 017 04 0622 000	\$8,692.37
610 Betty Lane	44 001 05 0088 002	\$7,351.77
1441 Crescent	44 018 01 0639 002	\$8,206.46

3228 Irene	44 009 02 0049 000	\$9,685.90
27044 Notre Dame	44 022 01 0545 000	\$5,508.57
28945 Oakwood	44 005 01 0083 000	\$5,603.37
29037 Parkwood	44 005 01 0246 000	\$11,791.03
29707 Birchwood	44 002 01 0603 000	\$8,042.53