



INKSTER CITY COUNCIL

Monday November 18, 2024
26215 Trowbridge, Inkster, MI 48141
(313) 563-9770
www.cityofinkster.com

Mayor – Byron H. Nolen
Mayor Pro Tem – Steven Chisholm, District IV

Council Members

Felicia Rutledge, District I
Freddie Bishop III, District II
Lindsay Scott, District III
Kim Howard, District V
DeArtriss Richardson, District VI

GEORGINA HOLLIDAY
CITY CLERK

DARIN CARRINGTON
TREASURER

TODD PERKINS
CITY ATTORNEY

The council may be addressed during the Regular Meeting by filling out the Public Participation Form. Address Council as a whole through the Mayor.

Monday November 18, 2024

Orientation Session – 6:00 PM

Regular City Council Agenda – 7:00 PM

1. Call Meeting to Order
 - A. Prayer
 - B. Pledge of Allegiance
 - C. Roll Call
 - D. 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).
2. Approval of Agenda
3. Presentations/Introduction of Guests/Announcements

Inkster's Guide to Planning and Development-A.C. Williams
4. Public Hearing

None
5. Consent Agenda
 - A. Approval of the November 4, 2024 meeting minutes.

6. Boards and Commissions
None

7. Ordinances
None

1st Reading
None

2nd Reading
None

8. New Business

A. **Discussion/Action:** (Derek Dowdell, Community Development Director) Consider approval to purchase nine (9) vacant parcels (Case # LD24-46) The parcel IDs are:

(Irene) 44009020228000; 44009020198000; 44009020195300.

(Dartmouth) 44023010288001; 44023010288002; 44023010290001;

(Phipps) 44021010113001; 44021010113002; 44021010115000

for \$12,000. Please see the attached (Wayne County Public Records).

B. **Discussion/Action:** (Tamika L. Jenkins, Interim Chief) Consider approval to Adopt Ratified Tentative Agreement between the City of Inkster and COAM.

C. **Discussion/Action:** (Tamika L. Jenkins, Interim Police Chief) Consider approval to Adopt Ratified Tentative Agreement between the City of Inkster and Teamsters.

Public Participation (limit to 3 minutes)

9. City Clerk

10. City Treasurer

11. Mayor and Council Communication

12. 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).

13. Adjournment



GUIDE TO DEVELOPMENT

APPLICATIONS | REVIEW PROCEDURE | APPROVAL AUTHORITIES

www.cityofinkster.com

Guide to Development

Key Contact Information

Welcome to the City of Inkster! We are dedicated to responsible growth, sustainable development, and fostering a vibrant community for all. Below are important contacts who are here to support our residents and stakeholders.

Department Name	Key Contact	Title	Phone	Email	Key Responsibilities
Planning & Community Development	Derek Dowdell	Planning Director	313-563-9760	ddowdell@cityofinkster.com	• Zoning • Site Selection • Permits • Development Assistance • Grants • Zoning
	Sharde Crutchfield	Special Projects Director		scrutchfield@cityofinkster.com	
Department of Public Service	Jerome Bivins	Department of Public Services Director	313-563-9774	jbivins@cityofinkster.com	• Facilities • Parks • Water • Sewer • Transportation
Building Department	Carolyn Taylor-Wilson	Building Administrative	313-563-2820 ext. 1717	Building@cityofinkster.com	• Permits • Building Codes
Assessor	Marwan Abdullah	City Assessor	313-563-9774	wcauser@cityofinkster.com	• Property Values • Property Records
City Clerk	Georgina L. Holliday, Clerk	City Clerk	313-563-9770	Gholliday@cityofinkster.com	• Business Licenses

Guide to Development

Project Reviewing Bodies

Project review is at the center of the process of local planning. Most planning decisions are made in response to project applications submitted by individual business owners, residents, property owners, and developers.

Local officials reviewing project applications—whether elected, appointed, or staff—evaluate design and community fit. They must consider key questions such as:

- What should the community look like?
- Are there unmet community needs?
- How does the project relate to its surroundings?
- Does the project enhance the community now and in the future?

The following table shows the different approving authorities—administrative body, board or commission, or legislative body that may need to review your application before approval.

	Planning Commission	City Council	Zoning Board of Appeals	Administrative Approval
Rezoning	x	x		
Special Land Use	x	x		
Site Plans	x			x
Variances & Appeals			x	
Rezoning Ordinance & Text Amendments	x (Recommendation)	x (Approval)		
Zoning				x

Guide to Development

Planning & Zoning

Master Plan

A master plan is a long-term guide for a community's development, outlining goals and strategies for land use, housing, transportation, infrastructure, and environmental preservation. It ensures growth is organized, sustainable, and aligned with the community's vision for the future. Developers, investors, and businesses are highly encouraged to review the master plan when considering projects to ensure their plans align with local priorities and enhance the community

- [{Link for plan goes here}](#)

Zoning Ordinance

A zoning ordinance regulates land use within a community by dividing it into zones or districts (e.g., residential, commercial, industrial), each with specific permitted uses, building standards, and restrictions. It ensures orderly development, protects property values, and aligns with the community's long-term planning goals.

- [Zoning Ordinance](#)
- [Zoning Map](#)
- [Schedule of Land Uses](#)

Public Notification

Under the Michigan Zoning Enabling Act (PA 110 of 2006, MCL 125.3101), the City of Inkster will follow required notification procedures for zoning hearings, ordinance amendments, and special land use requests. Notices will be published in a local newspaper and sent to property owners and occupants within 300 feet. Each notice will include the hearing's date, time, and purpose and will be issued at least 15 days before the hearing to ensure transparency and public participation.

- [Public Participation Plan](#)

Land Use Applications & Planning

The Typical Application Process

In Inkster, development applications can take various forms, including zoning amendments, tentative maps, planned unit developments, building permits, conditional use permits, variances, design review permits, development agreements, and environmental documents. For developers and stakeholders, understanding the information used to evaluate these projects is crucial for crafting proposals that align with local regulations and community goals. Key evaluation factors include zoning regulations, community needs, environmental impacts, design standards, and public feedback. Familiarity with these criteria enhances project feasibility and supports successful development outcomes.

CHECKLIST FOR REVIEWING AN APPLICATION

- ☐ The project type is accurately described.
- ☐ The application matches the intended use.
- ☐ The plan meets zoning regulations (setbacks, height).
- ☐ Compare the vicinity map and the site plan.
- ☐ The site layout is consistent with the application.
- ☐ Access points and parking are adequate.
- ☐ The architectural style aligns with community standards.
- ☐ Environmental impacts have been addressed.
- ☐ There is adequate provision for utilities.
- ☐ The project addresses community needs and aesthetics.
- ☐ Community feedback has been considered.
- ☐ The application is compliant with relevant regulations.
- ☐ The proposed timeline is realistic.
- ☐ Check the scale of the plans.

Pre-Application Meetings

The pre-application process typically involves helping developers, property owners, or individuals interested in undertaking a construction project within our municipality's jurisdiction. The primary goal of the pre-application process is to provide guidance and feedback to applicants before they formally submit their development proposals. The method may include:

- ☐ Review of Relevant Regulation
- ☐ Preliminary Feasibility
- ☐ Assessment
- ☐ Identification of Potential Issues
- ☐ Conceptual Design Review
- ☐ Public Engagement
- ☐ Preparation of Formal Application Materials

Guide to Development

Land Use Applications & Planning

Site Plan Review:

This process involves evaluating a proposed development's detailed layout and design to ensure compliance with zoning regulations, design standards, and community objectives. It assesses factors such as building placement, landscaping, access, and infrastructure.

TYPES OF SITE PLANS

- **Preliminary Site Plans** are submitted early in the planning stages for an initial review by the Planning Commission, ensuring that the proposal aligns with zoning and development goals.
- **Final Site Plans** are reviewed by planning staff to confirm all technical details, compliance requirements, and conditions before permits are issued. This two-step process provides a structured pathway for both new developments and renovations that require city approval before construction can begin.

WHO REVIEWS SITE PLANS AND WHAT IS THE PROCESS?

The initial review begins with the Planning & Community Development team, who work together to ensure the site plan includes all required documents and essential components. The plan is then evaluated by various city departments: DPS reviews infrastructure, Building Codes ensure safety compliance, the City Planner checks zoning compatibility, and the City Engineer examines technical details like grading and utilities.

- *See Site Plan Flowchart on Page 9.*

Fire reviews emergency access, and Police assess security features. After all feedback is reviewed, the Planning Director conducts a final check, leading to approval or further review if needed. Once approved, the applicant is notified to proceed with permits for development.

- [Pre-Application Form](#)
- [Preliminary Site Plan Review Checklist](#)

APPROVAL

Once applications are completed, reviewed, and approved by initial departments, the application will be forwarded to other relevant authorities, such as Planning Commission or City Council, for further review and final approval. Some development project may require public comments, particularly those that impact the community or environment. During public hearings or comment periods, community members are encouraged to express their opinions, concerns or support for proposed projects. This feedback allows decision makers, like planning commissioners and city council, to consider local perspectives, potentially leading to adjustments in project proposals to better meet community needs.

Land Use Applications & Planning

Zoning Amendments/Rezoning:

WHO CAN INITIATE?

- **Property Owners**
- **Developers**
- **City Council**
- **Planning Commission**
- **City Administration**
- **Planning Department**

To start a rezoning process in Inkster, the primary requirements are to submit a rezoning application and pay the associated application fee. The application should include necessary details about the property and the requested zoning change. *See Rezoning Flowchart on page 11.*

Variance Requests:

Variances allow property owners to seek exceptions from specific zoning regulations when strict adherence would create undue hardship. This process includes a review of the request's justification, potential impacts, and compatibility with surrounding properties. *See Variance Flowchart on page 12.*

Planned Unit Development:

Planned Unit Development or PUD is a type of flexible zoning and includes such terms as cluster zoning, planned development, community unit plan, and planned residential development and other terminology within a single development plan. The Planning Commission will consider plats designed for special developments which may require modification or adjustment of these design standards.

Modifications may be made to allow:

- (1) **Cluster housing which need not front on a public street.**
- (2) **Reduced lot size to accommodate the sale of townhouse units.**
- (3) **Common private open spaces.**
- (4) **Condominium or cooperative developments.**

Application for the development under this section shall be made in writing and shall be supplemented with maps, plans, or other additional data which may aid the Planning Commission and City Council in the analysis of the proposed plat.

Guide to Development

Land Use Applications & Planning

Building Permits:

The Planning Department shall forward site plans and applications to the appropriate departments where applicable for information and opportunity to comment including fire, police, and/or building and structural safety. Whether residential or commercial, check with the Building Department to learn if your project requires a permit. The Building Department is responsible for the administration of all laws, ordinances, and regulations concerning the construction, maintenance, and safety of all buildings and equipment including:

- ☐ Compliance with Zoning Laws
- ☐ Electrical
- ☐ Housing
- ☐ Mechanical Trades (heating, ventilating, and air-conditioning).
- ☐ Plumbing
- ☐ New Construction
- ☐ Renovations

INSPECTIONS

The property will be inspected by both a Fire Department Official and a Certified Building Inspector. The Building Inspector will determine what, if any, are necessary based required safety updates or proposed renovations. Upon completion of all inspections, a Certificate of Occupancy will be issued to the new business.

BUILDING OCCUPANCY

The City of Inkster has specific requirements for building occupancy, which are designed to ensure the safety, functionality, and compliance with local codes. Any new or re-occupying business or building must secure a certificate of occupancy to confirm the property meets safety and security requirements.

CODE COMPLIANCE

Please visit our Building & Structural Safety webpage with help identifying the different types of building permits the City of Inkster Issues, the application requirements for each, schedules and authorities for review, and who to contact for assistance:

- [Building Department](#)

Land Use Applications & Planning

Special Land Use:

A special land use allows for certain types of development or activities that may not typically be permitted outright within the zoning district. Special land use applications are managed on a case-by-case basis depending on the nature of the permit. During the pre-application meeting, a planning administrator will determine whether a special land use application is necessary during the application process. *See special land use flowchart on page 10.*

Variance & Appeals:

The following may file for an appeal:

- Any aggrieved person, or the person's authorized agent;
- Officer, department, board, or bureau of the state; and
- Officer, department, board, or bureau of a local unit of government.

The filing for an appeal of a decision or a variance shall be in writing on a form provided by the planning or zoning administrator, and upon payment of a fee as may be established from time to time by the legislative body.

- Such Demand for Appeal shall be filed with the planning or zoning administrator not more than 30 days from the date of the decision being appealed.
- Demand for Appeal for a variance shall be filed with the planning or zoning administrator at any time.

Special Meetings:

Any other meetings of the Appeals Board will be called as needed in response to receipt of a Demand for Appeal, so long as the meeting is scheduled within 15 business days of the Demand for Appeal. The planning or zoning administrator can call the meeting, the chairman of the Appeals Board, or, in the Chair's absence, the Vice-Chair.

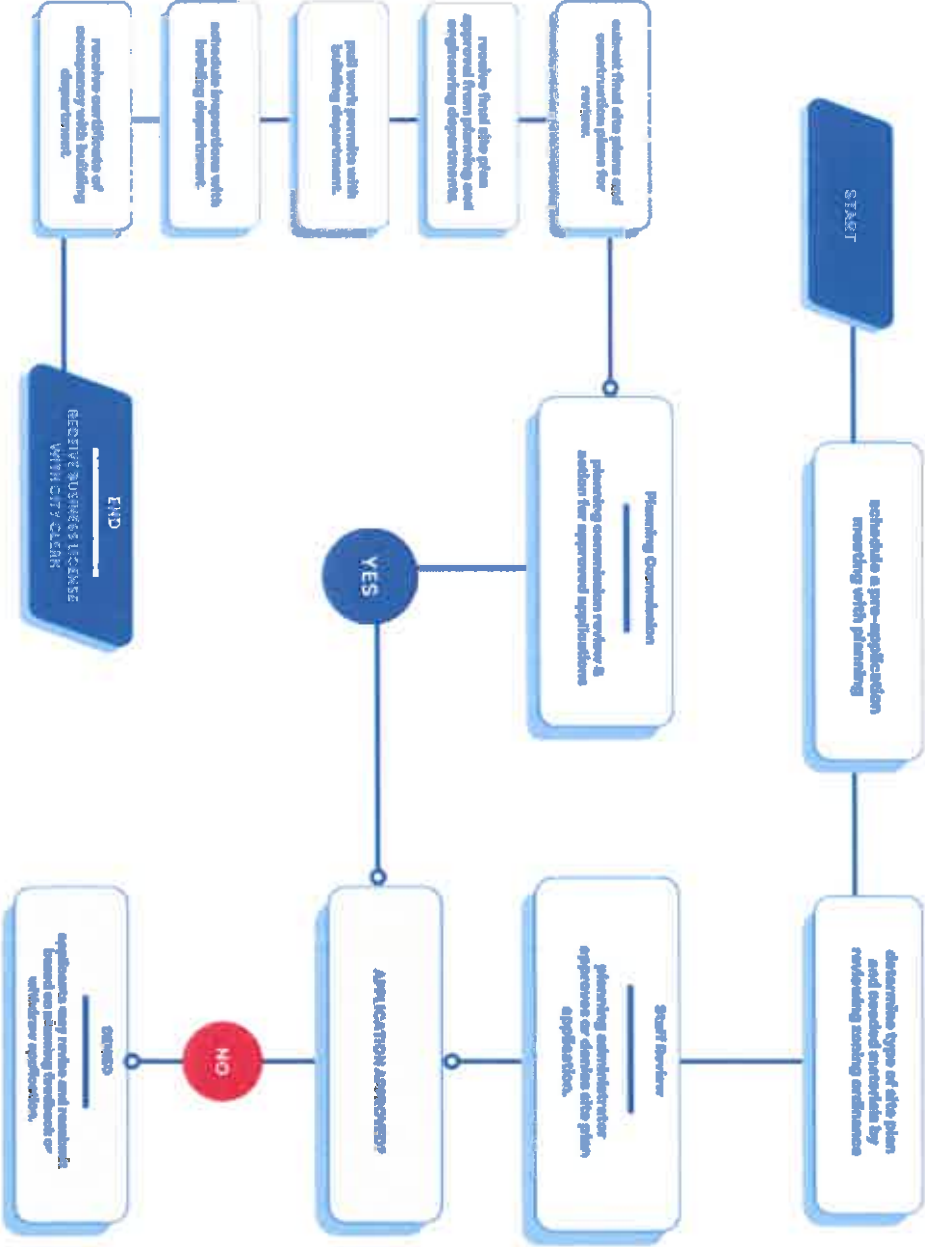
Fee Schedule:

The fee schedule details the costs associated with various application processes, including site plan reviews, zoning amendments, variance requests, and special land use applications. It ensures transparency and provides a clear understanding of the financial requirements for developers and applicants.

- [Fee Schedule](#)

Site Plan Application & Review Flowchart DRAFT

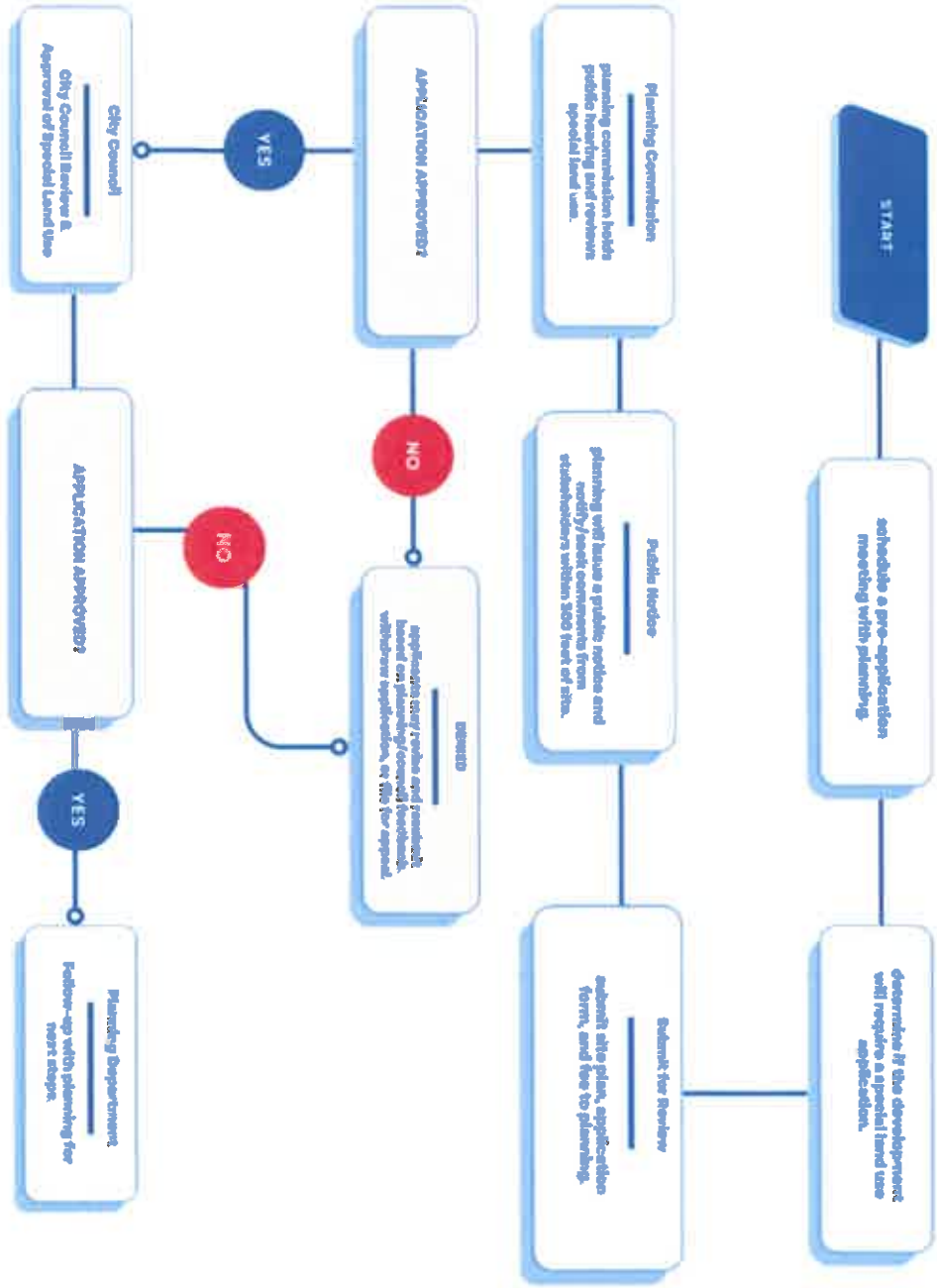
Site Plan Application & Review Flowchart



Guide to Development

Special Land Use Flowchart **DRAFT**

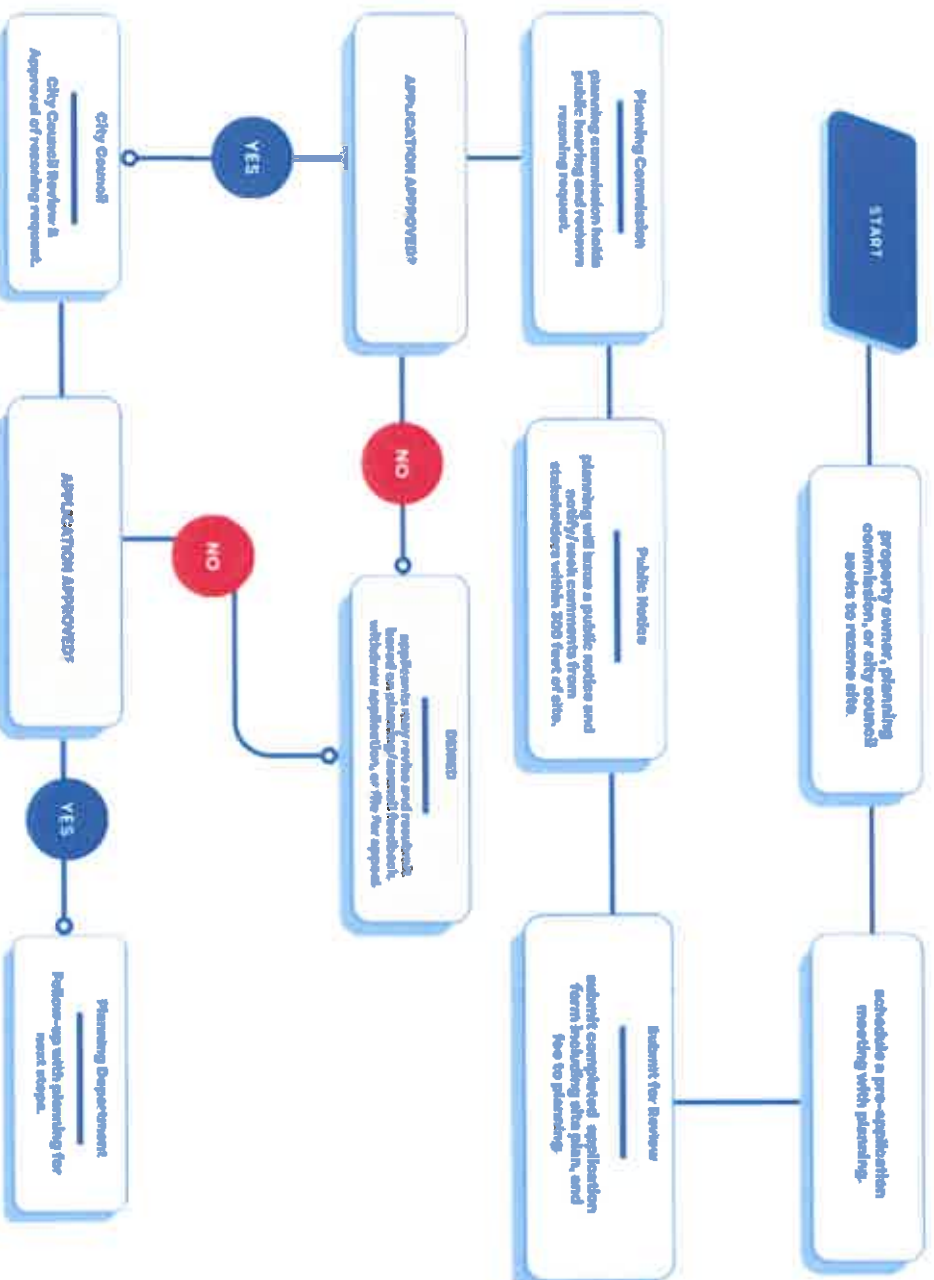
Special Land Use Application & Review Flowchart



Guide to Development

Rezoning Flowchart DRAFT

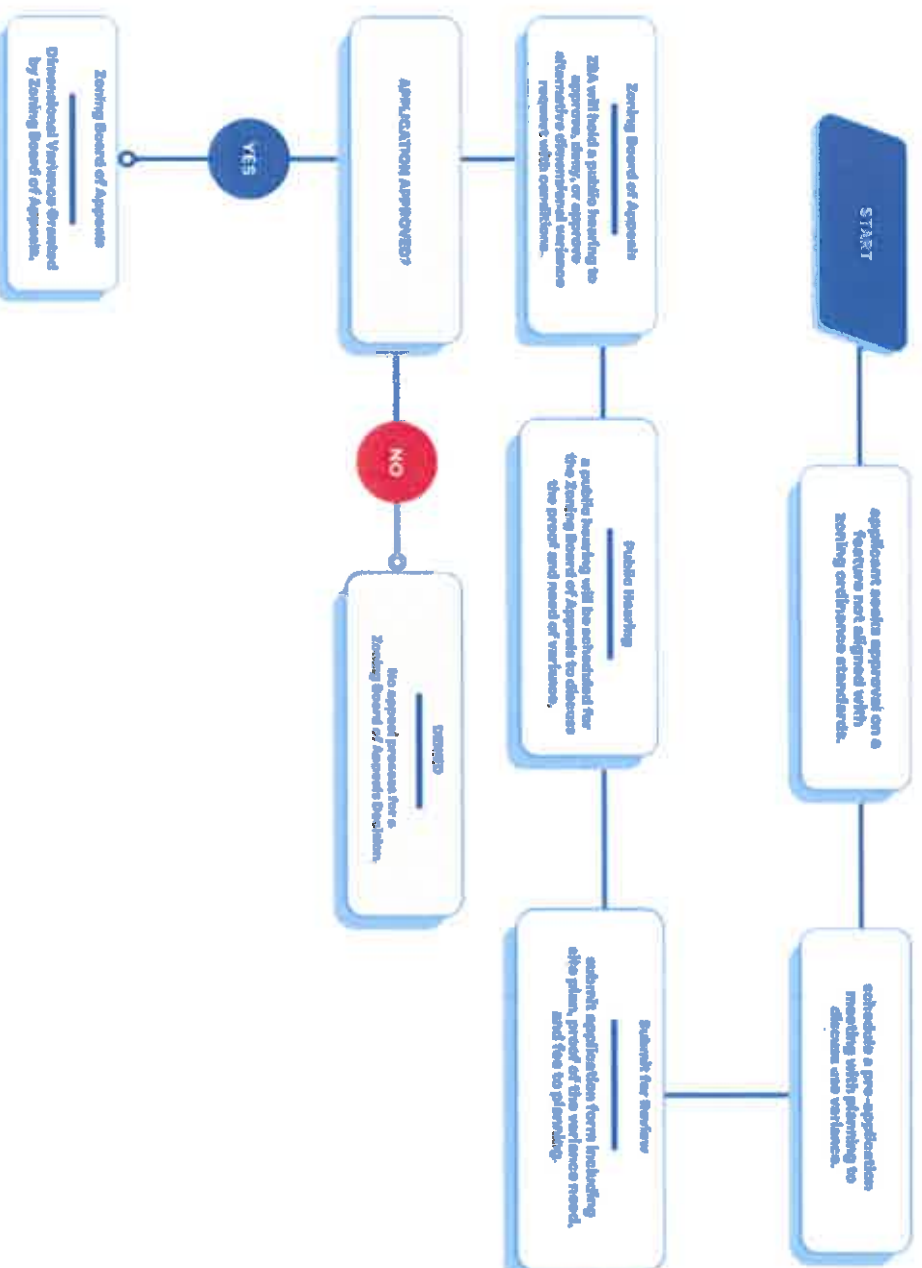
Rezoning Flowchart



Guide to Development

Variance Flowchart DRAFT

Variance Request Flowchart



FALL PROTECTION EQUIPMENT

- | | | | | |
|----|--|------------------------------|-----------------------------|------------------------------|
| 1. | Do employees who are exposed to falls have documented training? | ☐ Yes | ☐ No | ☐ N/A |
| 2. | Is fall protection equipment being inspected daily and documented? | ☐ Yes | ☐ No | ☐ N/A |
| 3. | Are all fall protection equipment tags legible? | ☐ Yes | ☐ No | ☐ N/A |
| 4. | If the work being performed requires fall protection, is it being used 100%? | ☐ Yes | ☐ No | ☐ N/A |
| 5. | Is the proper equipment on the site to complete the task? | ☐ Yes | ☐ No | ☐ N/A |

ENERGY CONTROL AND LOCKOUT/TAGOUT

- | | | | | |
|----|---|------------------------------|-----------------------------|------------------------------|
| 1. | Are electrical panels covered when not being worked on? | ☐ Yes | ☐ No | ☐ N/A |
| 2. | Are extension cords in good condition? | ☐ Yes | ☐ No | ☐ N/A |
| 3. | Have all energy sources on the project that may require tagging and lockout procedures been identified? | ☐ Yes | ☐ No | ☐ N/A |
| 4. | Have Employees received general and system-specific tagging and lockout training? | ☐ Yes | ☐ No | ☐ N/A |
| 5. | Do Employees have tags, individual keys, padlocks and scissors? | ☐ Yes | ☐ No | ☐ N/A |
| 6. | Are workers clear of work area before re-energizing the system? | ☐ Yes | ☐ No | ☐ N/A |

Probability / Likelihood.						
Value		1	2	3	4	5
Descriptors	Quantitative probability of occurrence per year	10^{-6}	$>10^{-6}$ to 10^{-4}	$>10^{-4}$ to 10^{-3}	$>10^{-3}$ to 10^{-1}	$>10^{-1}$
	Qualitative	Improbable / rare	Could happen / unlikely	As likely as not / possible	Probable / likely	Almost certain / Highly probable
	Semi-Quantitative	Will occur less than once every 10 years	Will occur once every 2-10 years.	Will occur once every 6 months to 2 years	Will occur at least once per 6 months	Will occur more than once every month
	Estimated probability (%)	<2	2 to 10	11 to 50	51 to 80	>80
	Based on Experience in Company / Industry	Unheard of in the O+G Industry.	Occurred once / twice in the O+G Industry	Has occurred many times in the industry, but only a few times in the Company	Has occurred frequently in parts of the Company	Known to occur regularly at various locations in the Company.
	To assist with prioritising similar ranked risks consider also the hazard exposure aspect					
	Exposure to the hazard	Only one or very few of workforce are exposed to the hazard for minimal time.	A few of the workforce may be exposed some of the time OR some of the workforce for minimal time	Some of the workforce for some of the time	Most of the workforce may be exposed some of the time OR some of the workforce may be exposed most of the time.	Most of the workforce may be exposed most of the time.

November 4, 2024

Regular City Council Meeting – 7:00 PM

The regular meeting of the Council of the City of Inkster, Wayne County, was held on November 4, 2024, in compliance with the Open Meetings Act.

Prior to the Regular Council Meeting: City Council members discussed: The Agenda.

Moved by Councilmember Rutledge, Seconded by Councilmember Bishop to go Into Closed session @ 6:17pm to discuss pending litigation. (Blackwell, Lashawn, Smithon and Ratliff)

ROLL CALL VOTE:

Councilmember Howard
Councilmember Rutledge
Councilmember Richardson
Councilmember Chisholm

Yea
Yea
Yea
Yea

Councilmember Scott
Councilmember Bishop

Yea
Yea

Call Meeting to Order

Mayor Byron Nolen called the meeting to order at 7:00pm

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 Evangelist Barbara Cooper

Roll Call

Mayor Nolen	Present (Inkster, MI.)
Mayor Pro-Tem Chisholm	Present (Inkster, MI.)
Councilwoman Rutledge	Present (Inkster, MI.)
Councilman Bishop, II	Present (Inkster, MI.)
Councilwoman Scott	Present (Inkster, MI.)
Councilman Howard	Present (Inkster, MI.)
Councilman Richardson	Present (Inkster, MI.)

Approval of Agenda

Moved by Councilmember Howard, Seconded by Councilmember Richardson to approve the agenda with added item "C" under New Business.
Resolution 11-24-257FR - Motion carried.

Presentations/Discussion

- None

Public Hearings

- None

Consent Agenda

A. Approval of the October 21, 2024, Regular City Council Meeting Minutes.

**Moved by Councilmember Rutledge, Seconded by Councilmember Bishop
Resolution 11-24-258FR - Motion carried.**

Boards and Commission

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

Previous Business

Ordinance(s)

A. First Reading(s)

B. Second Reading(s)

New Business

A. Discussion/Action (Jerome Bivins, DPS Director) Consider authorizing the Administration to approve the contract in the amount of \$1,859,941.71 will Insituform Technologies USA, LLC, for Phase Four of sewer rehab project in the Northeast section of the City. Additionally, requesting authorization to approve 10% contingency for unforeseen conditions, the amount of \$1,859,941.71 and Engineering cost not-to-exceed the amount of \$195,293.89. The total project cost is \$2,241,229.77.

**Moved by Councilmember Howard, Seconded by Councilmember Scott
to approve authorizing the Administration to approve the contract in the
amount of \$1,859,941.71 will Insituform Technologies USA, LLC, for Phase
Four of sewer rehab project in the Northeast section of the City. Additionally,
requesting authorization to approve 10% contingency for unforeseen
conditions, the amount of \$1,859,941.71 and Engineering cost not-to-exceed
the amount of \$195,293.89. The total project cost is \$2,241,229.77.
Resolution 11-24-259FR - Motion carried**

B. Discussion/Action (Derek Dowdell, Community Development Director) Consider approving THE Neighborhood Enterprise Zone (NEZ) Application request. Located in the Planned Unit Development District. 72 parcels at the site known as Annapolis Pointe.

**Moved by Mayor Pro-Tem Chisholm, Seconded by Councilmember Scott
to approve THE Neighborhood Enterprise Zone (NEZ) Application request.
Located in the Planned Unit Development District. 72 parcels at the site
known as Annapolis Pointe.
Resolution 11-24-260FR - Motion carried**

C. Discussion/Action (City Council) Consider approving the Hometown Hero's Project to place banners on the city's flagpoles to recognize and honor past and present members of the Armed Forces and First Responders.

Moved by Councilmember Bishop, Seconded by Councilmember Howard to approve the Hometown Hero's Project to place banners on the city's flagpoles to recognize and honor past and present members of the Armed Forces and First Responders.

Resolution 11-24-261FR - Motion carried

Public Participation

- **Dr. Shetina M. Jones** – Stated that the members of Alpha Kappa Alpha Sorority had been canvassing in the city of Inkster to encourage residents to get out and vote.
- **Pastor John Hearn** – Provided an update on the Annapolis Pointe Project. He introduced the team of builders and stated that the first home buyers class is November 16, 2024.
- **Octavia Smith** – Stated Happy Birthday to the City of Inkster. She thanked everyone for coming to the Chamber Inkster 60th Anniversary event. She stated that the Inkster Task Force is planning a Valentine Day event.
- **Fleda Flemming** – Announced that EQUIPP would be hosting a talent production on November 30, 2024 and encouraged everyone to attend.
- **Barbara Cooper** – Thanked everyone for coming to support the Inkster Goodfellows Breakfast. She stated that ads are available for purchase for the upcoming newspaper. She further stated that the applications for no child without a Christmas would be at City Hall, Police department and the Simmons Center.
- **Ernest Hendricks** – Asked about the city's budget and a house that needs to be condemned on Carlisle and Beech.
- **T-Johnson** – Stated she received a ticket for improper parking, and she does not reside in the city of Inkster. She asked who should speak to regarding the ticket.
- **Craig Kobylka** – Stated his concerns about Riverview Drive.
- **Charles Blackwell** – Mayor Byron Nolen is a crook, and he should inform the public as to why he allowed the Inkster HR Director Shawn Crenshaw to buy a City of Inkster (NSP) foreclosure property for \$30,000. Also, did Councilwoman Felicia Rutledge perform any tricks on Halloween?

City Clerk

City Treasurer

Mayor and Council

- **Councilwoman Scott** – Announced that Cassie McBride and her organization would be providing rides to the polls on November 5, 2024.
- **Mayor Pro-Tem Chisholm** – Announced that Mr. Ralph Johnson passed and provided the arrangements for persons who wanted to attend the funeral.
- **Councilman Bishop** – Asked residents to be sure to get out and vote.
- **Councilwoman Richardson** – Stated that residents should be sure to vote at the November election.
- **Councilwoman Howard** – Asked residents to get out and vote.
- **Councilwoman Rutledge** – Responded to the public comment of Charles Blackwell. She read the following, I have never met Charles Blackwell and he does not know me personally. I have, however, was successful in a PPO on Charles Blackwell. It seems to me since the PPO has expired, he is now escalating again with his stalking. His pattern of behavior is again cause for my fear and safety. I consider his comments on me as personal attacks and a means to defame my character. He makes these statements about me with malice knowing his statements are false and reckless. Again, I do not know Charles Blackwell and have never met him nor had any type of personal dealings with him. I want this to STOP immediately. He lays behind his first

amendment speech. His cyberstalking with repeated use of e-mail and other electronic communication has a clear intent to harass. He is constantly monitoring and surveilling in an excessive manner. The public has no idea what he subjects this elected body to daily with his countless distasteful emails, photo shopping city council members and placing them on memes with derogatory implications. Charles Blackwell is not even talking about city business he is always trying to paint the picture as if something is being done wrong to the public. I know I am an elected official and am subjected to a different standard, however, stalking, harassment and me being fearful of an individual is not one of those standards. While it is me now, it could be you on this Diaz later. There is too much going on with elected officials and their safety these days. I believe the city should bring a PPO against Charles Blackwell, or at the very least a no contact order. I am also encouraging any other elected officials in other municipalities that he has stalked to join the City of Inkster and come forth. Stalking is harassing a person on more than one occasion, unwanted. I am putting you on notice Charles Blackwell, stop stalking me, your behavior is unwanted. Further, rules should be put in place by this body that prevent personal attacks and allow criticism to be received in a manner that is not disruptive. Personal attacks on anyone should not be allowed nor tolerated. It's not Inkster's Standard!

- **Mayor Nolen** – Announced the passing of Polleen Arifat and asked for a moment of silence. He further announced the passing of Quincy Jones. He also encouraged residents to get out and vote. He stated he would be riding around the city polling locations on election day.

Closed Session

Adjournment

There being no further business to come before Council, on a motion duly made.

by Councilmember Bishop, Seconded by Councilmember Howard and carried, to conclude the Regular City Council meeting of Monday, November 4, 2024, at 7:31pm



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

11 Members

Ordinances: 414,457 & 508

Sabrina Lawrence, Director

Tenure

- (Ex-Officio Member)

Rochelle Wells

Exp. 05/06/26

Rosie Allen Thompson

Exp. 09/18/26

Ruth E. Williams

Exp. 04/09/26

Tim Williams

Exp. 12/04/25

Antonio Edmonds

Exp. 05/10/26

Gabe Henderson

Exp. 09/23/26

Jean Liddell

Exp. 09/25/26

Debra Owens

Exp. 09/17/26

Chuck Coleman

Exp. 09/18/26

June Patterson

Exp. 09/25/26

Iris Long

Exp. 10/17/26

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. 03/08/25

Lenoria Warmack

Exp. 03/08/25

Ned Sanders (Alternate)

Exp. 03/08/25

Peggy Bishop

Exp. 03/08/25

BEAUTIFICATION COMMITTEE

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

2 Year Term

Vacant

Vacant

Gabe Henderson

Exp. 03/15/25

Vacant

Vacant

Lenoria Warmack

Exp. 10/31/24

Dennard Shaw

Exp. 04/29/26

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Christine Day

Exp. 08/30/24

Bernice Skeen

Exp. 08/30/24

Vacant

Rory Malley

Exp. 07/01/25

Vacant

Vacant

BUILDING AUTHORITY COMMISSION - INACTIVE

[MEETINGS: Second Monday in January]

3 Year Term

5 Members

State Law and Resolution 74-1-39

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

Ex. Officio

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

(Mayoral)

Vacant

(At-Large)

Vacant

CIVIL SERVICE COMMISSION AND BOARD OF ETHICS

[MEETINGS: Monthly]

3 Year Term

3 Members

Ordinances 237 & 559

Vacant

Vacant - (Employee Representative)

Vacant (Commission Appointment)

CONDEMNATION BOARD

[MEETINGS: AS NEEDED]

5 Members

Ordinance 150.140 thru 150.145

David Reilly (Building Contractor)

Exp. Tenure

Carolyn Wilson

Tavan Hall (General Member)

Vacant (Contractor)

Vacant (Engineer)

William Miller (Alternate)

CONSTRUCTION BOARD OF APPEALS/PROPERTY MAINTENANCE BOARD

[MEETINGS: As required]

3 Year Term

3 Members

Ordinance

Carolyn Wilson Inspector

Exp. Tenure

Tavan Hall

William Miller

Vacant

Vacant

Vacant

+

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
Ashley Williams		Exp. 03/13/28
Antonio Edmonds		Exp. 05/10/28
Ava Lindsey		Exp. 06/03/28
Gina Allen		Exp. 06/13/28
Sonya Jennings		Exp. 06/13/28
Randa Davis		Exp. 06/13/28
James A. Eberheart, Jr		Exp. 08/12/28
Rerhi Onomake		Exp. 06/01/27

Vacant

Vacant

Vacant

Vacant

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
Vacant		
Octavia Smith		Exp. 10/21/25
Angela Dotson		Exp. 10/21/25

Vacant

Vacant

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Vacant

ELECTRICAL EXAMINING BOARD-INACTIVE

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

ELECTION COMMISSION

[Per the City Charter; Chapter 4; Section 4.1

4 Year Term	
Council Member (most votes)	Kim Howard
City Attorney-Todd Perkins	Tenure
City Clerk-Georgina Holliday	Tenure
Juan Bradford	12/27
Ruth E. Williams	12/28

GRANT WRITING COMMITTEE

Meetings to be held at City Hall-Resolution #04-24-99GH

City Liaison	Tenure
Councilwoman Scott	Tenure
Councilwoman Rutledge	Tenure
Ashley Williams	3 year
Resident	3 year
Resident	3 year

HOUSING AND REDEVELOPMENT

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

5 Year Term	5 Members	State Law and Ordinance 99
Will Miller		Exp. 02/25
Mable Stroman, Treasurer		Exp. 03/27
Evonne Moore, Vice Chair		Exp. 09/26 (Resident Housing)
Victor Wheeler, Member		Exp. 05/24
James Thomas		Exp. 01/27
Gregory Gillette		Exp. 08/27

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
Vacant	Dist. 1	
Vacant	Dist. 2	
Ruth E. Williams	Dist. 3	Exp. 02/06/25
Vacant	Dist. 4	
Vacant	Dist. 5	
Jean Liddell	Dist. 6	Exp. 03/19/26
Vacant		

LIBRARY BOARD COMMITTEE

[MEETINGS: Third Thursday each month, held in the Study Room, Inkster Library.]

4-Year Term - Elected / 6 Members.

Akindele Akinyemi, President	Exp. 2028
Dr. Heaster Shoats, Vice President	Exp. 2028
Dr. Louise Edje, Secretary	Exp. 2028
Sharon Tate, Director	Exp. 2028
Carolyn Wilson, Director	Exp. 2028
Ruth E. Williams	Exp. 2028

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
Vacant	Dist 1	
Vacant	Dist. 2	
Vacant	Dist. 3	
Vacant	Dist. 4	
Vacant	Dist. 5	
Vacant	Dist. 6	
Vacant	Mayoral	

LOCAL OFFICERS COMPENSATION COMMISSION

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

7 Year Term	7 Members	State Law and Ordinance 409
Aaron Sims		Exp. 04/05/2031
Connie Mitchell		Exp. 04/04/2031

Tavan Hall
 Will Miller
 Dai-Jaya Rose
 Courtney Owens
Vacant

Exp. 04/08/2031
 Exp. 04/05/2031
 Exp. 05/10/2031
 Exp. 12/16/2026

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
Walter Johnson	Dist. 1	Exp. 03/01/2025
Shirley Hankerson	Dist. 2	Exp. 06/30/2025
Khalidah Muhammad	Dist. 3	Exp. 04/05/2025
Angeline Lawrence	Dist. 4	Exp. 08/13/2026
Vacant	Dist. 5	
Rory S. Malley	Dist. 6	Exp. 09/01/2025
Ashwanna Butts	Mayoral	Exp. 03/13/2026
S. Anthony Dooley	Mayoral	Exp. 05/10/2026
Judy Street	Council	Exp. 12/18/2025

PARKS AND RECREATION YOUTH COMMISSION

2 Year Term 6 Members

Vacant	Dist. 1
Vacant	Dist. 2
Vacant	Dist. 3
Vacant	Dist. 4
Vacant	Dist. 5
Vacant	Dist. 6
Vacant	Mayoral

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
Byron H. Nolen (Mayor)		Tenure
Darryl Davis (City Appointee)		Exp. 12/19/26
Tonia Williams, (Vice Chair)		Exp. 12/19/26
Mack Willis		Exp. 12/19/26
Ashley Williams, (Recording Secretary)		Exp. 12/19/26
Norma McDaniel		Exp. 12/19/26
Steven Chisholm (Chair)		Exp. 12/19/26
Sheryl Hayes-Bradford		Exp. 09/30/25
Tavan Hall		Exp. 08/30/25

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
Juan Bradford	Mayoral	Exp. 07/26/26
Corey Snyder	Police Rep	Exp. 03/18/26
Jason Kay	Fire Rep	Exp. 03/18/26
Vacant	(City Council Rep)	
Velma Overman	Board of Trustee Rep	

WATER REVIEW COMMITTEE- INACTIVE

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

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

ZONING BOARD OF APPEALS (ZBA)

[MEETINGS: First Thursday of each month at 6:00 P.M., City Council Chambers]

3 Year Term	7 Members	State Law and Ordinance 277
Norma McDaniel	Dist. 1	Exp. 03/21/27
Ruth E. Williams	Dist. 2	Exp. 03/28/27
Ava Lindsey	Dist. 3	Exp. 06/03/27
Kimberely Johnson	Dist. 4	Exp. 03/21/27
Vanola Williams	Dist. 5	Exp. 03/21/27
Rebecca Daniels	Dist. 6	Exp. 03/19/27
Patrice Patton (At-Large)		Exp. 03/21/27

Nankin Transit

[Meetings: Third Thursday of each month at 5:45 p.m., Nankin Transit [Jefferson Barns Community CTR. 32150 Dorsey Westland, MI. 48186]

Byron Nolen, Mayor - **Tenure**

Barbara Cooper-Mayor Appointee

2015 Community Development Block Grant Advisory Council (CDBG)

[Meetings: Dates and times are quarterly, and locations are various]

Council Appointee

(Alternate)

COMMITTEES FORMED BY COUNCIL RESOLUTIONS

III

TAX INCREMENT FINANCE AUTHORITY

[MEETINGS: Second Thursday of each month at 6:30 P.M., City Hall Council]

6 Year Term	13 Members	Resolution 85-8-331
Byron Nolen		Tenure
Kim Howard		Exp.09/08/26
Vacant		
Vacant		
Vacant		
Vacant		
Vacant		
Kevin Harrington		Exp. 04/19/27
Kenfentse Mandisa		Exp. 04/19/27
Charmaine Kennedy		Exp. 03/05/27
Jean Overman		Exp. 03/05/27

Vijay Viruppanavar
Yolanda Lockett

Exp. 03/05/27
Exp. 09/08/26

BROWNFIELD REDEVELOPMENT AUTHORITY

[MEETINGS: Second Tuesday of each month at 5:00 P.M., City Hall Council Chambers]
Terms 1, 2 and 3 years Up to 9 members Resolution 02-9-458

Vacant City Council Representative	Tenure
, Treasurer	Tenure
Vacant Community	Tenure
Vacant	
Vacant	

NOTES:

____ Vacancies and/or Expired terms

*Has not taken the oath.

REQUEST FOR COUNCIL ACTION

To: Byron H. Nolen, Mayor

Date: November 12, 2024

From: Derek Dowdell, Comm. Dev. Dir.

Date for Consideration: November 18, 2024

ACTION REQUESTED:

Consider approval to purchase nine (9) vacant parcels (Case # LD24-46) The parcel IDs are:

(Irene) 44009020228000;44009020198000;44009020195300.

(Dartmouth) 44023010288001;44023010288002; 44023010290001;

(Phipps) 44021010113001;44021010113002;44021010115000

for \$12,000. Please see the attached (Wayne County Public Records).

Current Action X Emergency Future

Funds Budgeted: If Yes X Account # 101.721.673.130 No N/A

Mayor's Approval BYRON H. NOLEN

BACKGROUND INFORMATION

Corey Walker has made an application to purchase (10) ten vacant parcels (Irene) 44009020228000; 44009020198000; 44009020195300; (Dartmouth) 44023010288001; 44023010288002; 44022010471000; (Phipps) 44021010113001; 44021010113002; 44021010115000 for \$12,000.

SCOPE OF SERVICES

Preparation and execution of purchase agreement, quit claim deed, property transfer affidavit, and deed recording. The Planning Division highly recommends that the applicant must complete a title search of the property.

JUSTIFICATION

The parcels are in the following Zoning Districts; Notre Dame and Irene, R-1B One Family Residential District, Phipps TCD Town Center District, Dartmouth R-1A One Family Residential District

PROJECT OR IMPROVEMENT TASK

1. Develop a plan to address the City's current debt and legacy costs.
2. Improve and promote the image of Inkster.

COST

The Applicant is offering a total purchase price of \$12,000.00

COST

The Applicant is offering a total purchase price of \$12,000.00

RESOLUTION

Authorization is hereby given for the sale of nine (9) Vacant Parcel subject to the following conditions:

Complete closing on the property within thirty (30) days by paying the balance of the price of the sale (\$11,000.00), paying the cost of recording the deeds (\$15.00 each), entering into a purchase agreement, and executing a property transfer affidavit.

Finally, it is highly recommended that the applicant complete a title search of the property.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

Wayne County Public Records - Full Detail Report

Location & Ownership

Property Address: **Dartmouth** Property ID: **44023010290001**
 City/State/Zip: **Inkster, Michigan, 48141**

Owner Name: **City Of Inkster** Lat/Long: **42.281535 / -83.297350**
 Taxpayer Address: **26215 Trowbridge Street** Census Tract: **5704**
 City/State/Zip: **Inkster, Michigan, 48141-2479** Block Group:

City/Village/Town: **Inkster** School District: **Westwood**
 Subdivision: **ROBT M GRINDLEY SUB NO 10 OF LITTLE FARMS** Property Category: **VacantLand**

MLS Area: **05080 - Inkster** Land Use: **402 - RESIDENTIAL VACANT**
 Legal Description: ***31D290A* W 85 FT LOT 290 ROBT M. GRINDLEYS SUB NO. 10 OF LITTLE FARMS T2S R10E L39 P70 WCR - K - 95.65**

REALIST Links: [Full Report](#) [Comparables](#) [Market Trends](#) [Neighborhood Profile](#)

REMI Links: [Start Docs+ Transaction](#) [Remine Pro Property View](#)

Data Co-op Links: [Data Co-op Tax Detail](#) [Data Co-op RealAVM](#) [Data Co-op Consolidated Report](#)

RPR Links: [RPR RPR Detail Report](#) [RPR RPR Complete Property Report](#)

Photos

Taxes

Year	Season	Total Ad Val	Admin Fee	Assmt	CVT	Ttl Seasonal
2023	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2023	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2022	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2022	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2021	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2021	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2020	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2020	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Assessments

Year	Taxable Val	State Es Val	Hmstd %	Ttl Taxes
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Transfer Information

Grantor	Grantee	Record Date	Doc Date	Sale Price	Doc Type	Libr/Page
SABREE ERIC R	WAYNE COUNTY LAND BAN	02/08/2017	02/08/2017		QCD	53504/1378

Other Recordings

Obligor	Obligor	Record Date	Doc Date	Amount	Doc Type	Libr/Page
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Characteristics

#1 Porch/Dimensions: /	Storm Sewer:	
#2 Porch/Dimensions: /	Land Dimension:	85.00X138.00
Topography:	Land Sqft:	11761
Irregular:	Acres:	0.27

Search for MLS Listings

Click Arrow for Property History

[Report Incorrect Data](#)

County is 'WAY - Wayne County'
 Property Zip Code is '48141'
 PADD Street Name is like 'dartmouth*'
 Property ID is like '44023010290001*'
 Found 1 result in 0.02 seconds.

Wayne County Public Records - Full Detail Report

Location & Ownership

Property Address: Dartmouth
City/State/Zip: Inkster, Michigan, 48141

Property ID: 44023010288001

Owner Name: City Of Inkster
Taxpayer Address: 26215 Trowbridge Street
City/State/Zip: Inkster, Michigan, 48141-2479

Lat/Long: 42.281376 / -83.298318
Census Tract: 5704
Block Group:

City/Village/Town: Inkster
Subdivision: ROBT M GRINDLEY SUB NO 10 OF LITTLE FARMS
MLS Area: 05000 - Inkster
Legal Description: 31D288A W 1/2 OF LOT 288 ROBT M. GRINDLEYS SUB NO. 10 OF LITTLE FARMS T2S R10E L39 P70 WCR

School District: Westwood
Property Category: VacantLand

Land Use: 402 - RESIDENTIAL VACANT

REALIST Links: [Full Report](#) [Comparables](#) [Market Trends](#) [Neighborhood Profile](#)

REMI Links: [Start Docs+ Transaction](#) [Remine Pro Property View](#)

Data Co-op Links: [Data Co-op Tax Detail](#) [Data Co-op RealAVM](#) [Data Co-op Consolidated Report](#)

RPR Links: [RPR RPR Detail Report](#) [RPR RPR Complete Property Report](#)

Photos

Taxes

Year	Season	Total Ad Val	Admin Fee	Assmnt	CVT	Ttl Seasonal
2023	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2023	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2022	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2022	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2021	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2021	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2020	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2020	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Assessments

Year	Taxable Val	State Eq Val	Hmstd %	Ttl Taxes
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Transfer Information

Grantor	Grantee	Record Date	Doc Date	Sale Price	Doc Type	Liber/Page
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Other Recordings

Obligor	Obligee	Record Date	Doc Date	Amount	Doc Type	Liber/Page
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Characteristics

#1 Porch/Dimensions: /
#2 Porch/Dimensions: /
Topography:
Irregular:

Storm Sewer:
Land Dimension: 52.50X138.00
Land Sqft: 7405
Acres: 0.17

Search for MLS Listings

Click Arrow for Property History

[Report Incorrect Data](#)

County is 'WAY - Wayne County'
Property ID is like '44023010288001*'
Found 1 result in 0.02 seconds.

Wayne County Public Records - Full Detail Report

Location & Ownership

Property Address: **26418 Dartmouth Street** Property ID: **44023010288002**
 City/State/Zip: **Inkster, Michigan, 48141-3256**

Owner Name: **City Of Inkster** Lat/Long: **42.281379 / -83.298149**
 Taxpayer Address: **26215 Trowbridge Street** Census Tract: **5710**
 City/State/Zip: **Inkster, Michigan, 48141-2479** Block Group: **1**

City/Village/Town: **Inkster** School District: **Westwood**
 Subdivision: **ROBT M GRINDLEY SUB NO 10 OF** Property Category: **VacantLand**
LITTLE FARMS

MLS Area: **05080 - Inkster** Land Use: **402 - RESIDENTIAL VACANT**
 Legal Description: **31D288B E 1/2 OF LOT 288 ROBT M. GRINDLEYS SUB NO. 10 OF LITTLE FARMS T2S R10E L39 P70 WCR**

REALIST Links: [Full Report](#) [Comparables](#) [Market Trends](#) [Neighborhood Profile](#)

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Photos

Taxes

Year	Season	Total Ad Val	Admin Fee	Assmt	CVT	Ttl Seasonal
2023	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2023	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2022	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2022	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2021	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2021	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2020	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2020	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Assessments

Year	Taxable Val	State Eq Val	Homestead %	Ttl Taxes
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Transfer Information

Grantor	Grantee	Record Date	Deed Date	Sale Price	Deed Type	Liber/Page
COUNTY OF WAYNE	CITY OF INKSTER TREASUR	01/27/2016	01/22/2016		DEED	52686/1189

Other Recordings

Oblique	Oblique	Record Date	Doc Date	Amount	Doc Type	Liber/Page
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Characteristics

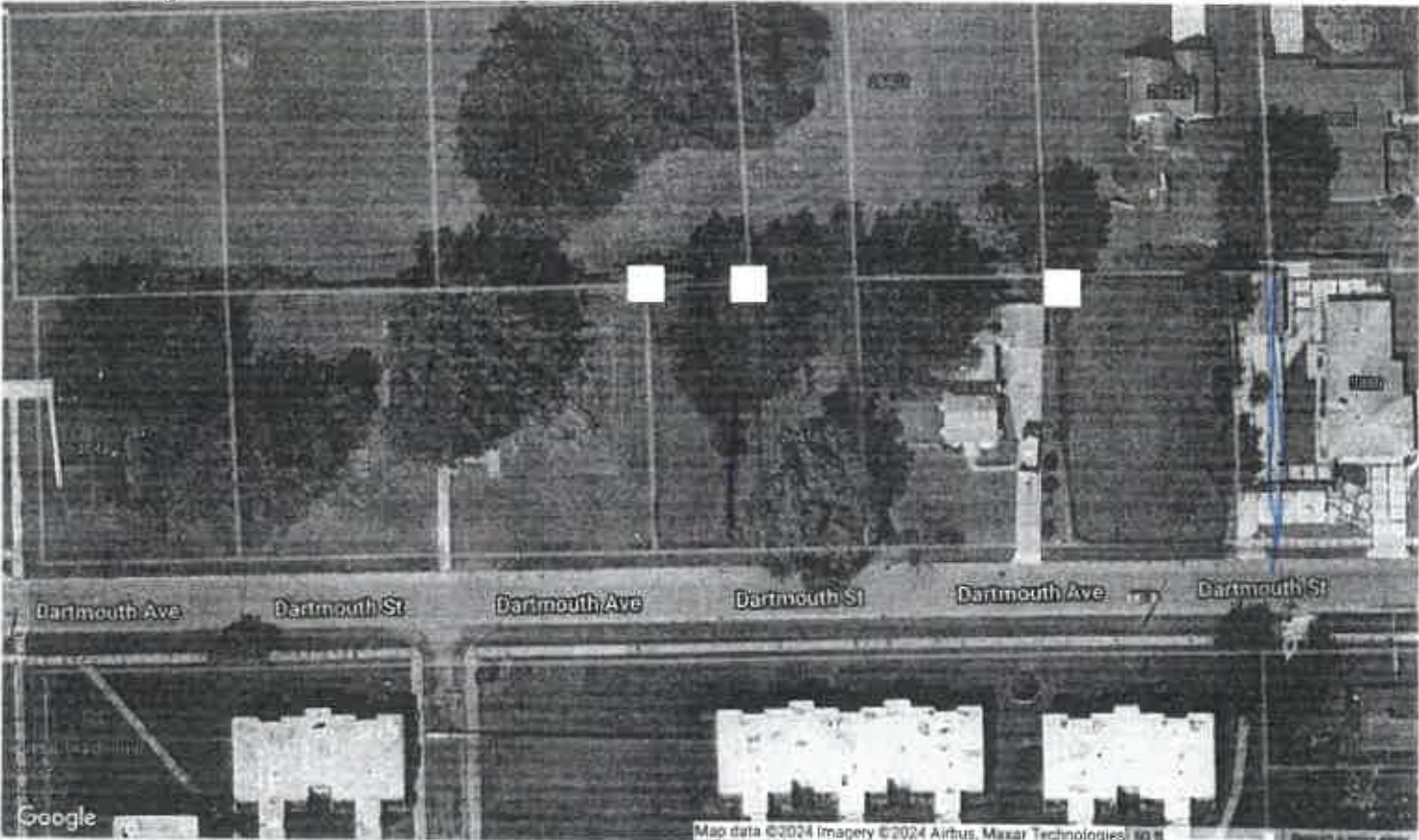
Living Area SF:	906	Bedrooms:	
Basement Sqft:		Bathrooms:	1.0
Year Built:	1980	Pool:	
Architecture Level:	1 Story	Garage Year Built:	
Heating:	No Heat	Gas Service:	
#1 Porch/Dimensions:	/	Storm Sewer:	
#2 Porch/Dimensions:	/	Land Dimension:	52.50X138.00
Topography:		Land Sqft:	7405
Irregular:		Acres:	0.17

Search for MLS Listings

Click Arrow for Property History

[Report Incorrect Data](#)

County is 'WAY - Wayne County'
 Property ID is like '44023010288002*'
 Found 1 result in 0.03 seconds.



County is 'WAY - Wayne County'
Property ID is like '44023010285001*'
PADD Latitude, PADD Longitude is around 42.28, -83.30, is around 42.28, -83.30, is
around 42.28; -83.30
Found 1 result in 0.02 seconds.

CHECKLIST: LAND SALE/PURCHASE CITY-OWNED VACANT PROPERTY

Address: 9 Vacant Parcels location, Irene, Phipps, and Dartmouth

x	Applicant Name:	Corey Walker
x	Application to Purchase City-Owned Property	(purchase deposit for address on receipt)
x	Land sales \$1000.00 (Vacant Land)	Structure and Vacant Land \$1000 Deposit
x	Deposit Fee Receipt: Land Sale Revenue	(Account/Fund Number: 101-727-673-130)
x	Legal Description and Parcel I.D.	Irene 44009020198000 44009020195300 Dartmouth 44023010288001 44023010288002 44023010290001 4402301029002 Phipps 44021010113001 44021010113002 44021010115000
x	Purchase Agreement	
x	Real Estate Agreement	
x	Letter of Good Standing	
x	Release of all Claims & Liabilities	
	Photo Identification: Explanation if address don't match with lots adjacent	
x	Aerial Map And Satellite Map	Google Maps
x	Plat map	Shared drive
x	Realty COMP – Realtor Comparative Market Analysis (Structures only)	
x	Water Department Response (Land Sales only)	Send email to Water re:
x	Code Enforcement Response (Land Sales only)	Send email to Code Enforcement re:
x	Taxes: City and County up to Date	Send email to Tax and Water
x	Detailed Explanation for Proposed Use	
x	Assign Case Number (Enter in Excel)	
x	Create File Folder/Tab	
x	Scan Application Package	



**MUNICIPAL OFFICE
CITY OF INKSTER
2121 INKSTER ROAD
INKSTER, MI 48141
(313) 563-4287 OFFICE
(313) 563-8844 FAX**

N.W. 1/4 SECTION 30
CITY OF INKSTER
T. 2 S. R. 10 E.
WAYNE COUNTY, MICHIGAN

WHEEL | HUB = 800 | 776-9673

DEPARTMENT OF MANAGEMENT AND BUDGET
ASSESSMENT AND EVALUATION DIVISION

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Date _____
 Drawn by _____
 Checked by _____
 Approved by _____
 Revised _____

60-71-5	60-71-6	60-71-7	60-71-8	60-71-9	60-71-10	60-71-11	60-71-12	60-71-13	60-71-14	60-71-15	60-71-16	60-71-17	60-71-18	60-71-19	60-71-20	60-71-21	60-71-22	60-71-23	60-71-24	60-71-25	60-71-26	60-71-27	60-71-28	60-71-29	60-71-30	60-71-31	60-71-32	60-71-33	60-71-34	60-71-35	60-71-36	60-71-37	60-71-38	60-71-39	60-71-40	60-71-41	60-71-42	60-71-43	60-71-44	60-71-45	60-71-46	60-71-47	60-71-48	60-71-49	60-71-50	60-71-51	60-71-52	60-71-53	60-71-54	60-71-55	60-71-56	60-71-57	60-71-58	60-71-59	60-71-60	60-71-61	60-71-62	60-71-63	60-71-64	60-71-65	60-71-66	60-71-67	60-71-68	60-71-69	60-71-70	60-71-71	60-71-72	60-71-73	60-71-74	60-71-75	60-71-76	60-71-77	60-71-78	60-71-79	60-71-80	60-71-81	60-71-82	60-71-83	60-71-84	60-71-85	60-71-86	60-71-87	60-71-88	60-71-89	60-71-90	60-71-91	60-71-92	60-71-93	60-71-94	60-71-95	60-71-96	60-71-97	60-71-98	60-71-99	60-71-100
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Wayne County Public Records - Full Detail Report

Location & Ownership

Property Address:	Phipps Inkster, Michigan, 48141	Property ID:	44021010113001
City/State/Zip:			
Owner Name:	City Of Inkster	Lat/Long:	42.293644 / -83.308280
Taxpayer Address:	26215 Trowbridge Street	Census Tract:	5704
City/State/Zip:	Inkster, Michigan, 48141-2479	Block Group:	
City/Village/Town:	Inkster	School District:	Westwood
Subdivision:	ASSR'S INKSTER PLAT NO 4 - INKSTER	Property Category:	VacantLand
MLS Area:	03000 - Inkster	Land Use:	402 - RESIDENTIAL VACANT
Legal Description:	30E113A W 1/2 OF LOT 113 ASSESSORS INKSTER PLAT NO. 4 T2S R10E L64 P66 WCR		
REALIST Links:	Full Report	Comparables	Market Trends
REMI-Links:	Start Docs+ Transaction	Remine Pro Property View	
Data Co-op Links:	Data Co-op Tax Detail	Data Co-op RealAVM	Data Co-op Consolidated Report
RPR Links:	RPR RPR Detail Report	RPR RPR Complete Property Report	

Photos

Taxes

Year	Season	Total Ad Val	Admin Fee	Assmt	CVT	Ttl Seasonal
2023	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2023	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2022	W	\$48.67	\$48	\$0.00	\$0.00	\$49.15
2022	S	\$135.07	\$1.35	\$0.00	\$0.00	\$136.42
2021	W	\$57.16	\$57	\$0.00	\$0.00	\$57.73
2021	S	\$135.01	\$1.35	\$0.00	\$0.00	\$136.36
2020	W	\$53.01	\$53	\$0.00	\$0.00	\$53.54
2020	S	\$134.36	\$1.34	\$0.00	\$0.00	\$135.70
2019	W	\$52.83	\$52	\$0.00	\$0.00	\$53.35
2019	S	\$127.34	\$1.27	\$0.00	\$0.00	\$128.61

Assessments

Year	Taxable Val	State Eq Val	Hmstd %	Ttl Taxes
2022	\$2,341	\$2,500	0	\$185.57
2021	\$2,267	\$2,300	0	\$194.09
2020	\$2,236	\$2,300	0	\$189.24
2019	\$2,195	\$2,200	0	\$181.96

Transfer Information

Grantor	Grantee	Record Date	Deed Date	Sale Price	Deed Type	Libor/Page
WAYNE COUNTY TREASURER	CITY OF INKSTER	12/19/2022	12/19/2022		QCD	58003/1128
AK INVESTMENT LLC	WAYNE COUNTY TREASURER	06/17/2022	06/17/2022		FD	57696/0051
SABREE ERIC R	AK INVESTMENT GROUP LLC	10/26/2016	10/26/2016	\$1,200	QCD	53317/0849
REINUS INVESTMENT GROL	TSIJIMOTO SHUSUKE	08/25/2014	07/25/2014	\$29,000	QCD	51705/0201
TAYLOR LINDA S	REINUS INVESTMENT GROL	06/12/2013	05/24/2013	\$10,000	WAR/DEED	50851/0321

Other Recordings

Obligor	Obligor	Record Date	Doc Date	Amount	Doc Type	Libor/Page
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Characteristics

#1 Porch/Dimensions:	/	Storm Sewer:	
#2 Porch/Dimensions:	/	Land Dimension:	20.00X213.80
Topography:		Land Sqft:	4356
Irregular:		Acres:	0.10

Search for MLS Listings

Click Arrow for Property History

[Report Incorrect Data](#)

County is 'WAY - Wayne County'

Property ID is like '44021010113001'

Found 1 result in 0.02 seconds.

Wayne County Public Records - Full Detail Report

Location & Ownership

Property Address:
City/State/Zip:

Phlipa
Inkster, Michigan, 48141

Owner Name:
Taxpayer Address:
City/State/Zip:

City Of Inkster
26215 Trowbridge Street
Inkster, Michigan, 48141-2479

City/Village/Town:
Subdivision:
MLS Area:
Legal Description:

Inkster
ASSR'S INKSTER PLAT NO 4 - INKSTER
08080 - Inkster
30E113B E 1/2 OF LOT 113 ASSESSORS INKSTER PLAT NO. 4 T2S R10E L64 P66 WCR

Property ID:

44021010113002

Lat/Long:
Census Tract:
Block Group:

42.293484 / -83.308170
8704

School District:
Property Category:
Land Use:

Westwood
VacantLand
402 - RESIDENTIAL VACANT

REALIST Links:

Full Report

Comparables

Market Trends

Neighborhood Profile

REMIPE Links:

Start Docs+ Transaction

Remine Pro Property View

Data Co-op Tax Detail

Data Co-op RealAVM

Data Co-op Consolidated Report

RPR Links:

RPR Detail Report

RPR Complete Property Report

Photos

Taxes

Year	Season	Total Ad Val	Admin Fee	Assmt	CVT	TH Seasonal
2023	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2023	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2022	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2022	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2021	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2021	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2020	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2020	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Assessments

Year	Taxable Val	State En Val	Hmstd %	TH Taxes
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Transfer Information

Grantor	Grantee	Record Date	Deed Date	Sale Price	Deed Type	Libar/Page
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Other Recordings

Obligor	Obligor	Record Date	Doc Date	Amount	Doc Type	Libar/Page
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Characteristics

#1 Porch/Dimensions: /	Storm Sewer:	
#2 Porch/Dimensions: /	Land Dimension:	20.00X216.40
Topography:	Land Sqft:	4356
Irregular:	Acres:	0.10

Search for MLS Listings

Click Arrow for Property History

Report Incorrect Data

County is 'WAY - Wayne County'
Property ID is like '44021010113002*'
Found 1 result in 0.02 seconds.

Wayne County Public Records - Full Detail Report

Location & Ownership

Property Address:	Phipps	Property ID:	44021010115000
City/State/Zip:	Inkster, Michigan, 48141		
Owner Name:	City Of Inkster	Lat/Long:	42.293672 / -83.307952
Taxpayer Address:	26215 Trowbridge Street	Census Tract:	5704
City/State/Zip:	Inkster, Michigan, 48141-2479	Block Group:	
City/Village/Town:	Inkster	School District:	Westwood
Subdivision:	ASSR'S INKSTER PLAT NO 4 - INKSTER	Property Category:	VacantLand
MLS Area:	05080 - Inkster	Land Use:	402 - RESIDENTIAL VACANT
Legal Description:	30E115 LOT 115 ASSESSORS INKSTER PLAT NO. 4 T2S R10E L64 P66 WCR		
REALIST Links:	Full Report Comparables Market Trends Neighborhood Profile		
REMIPE Links:	Start Docs+ Transaction Remine Pro Property View		
Data Co-op Links:	Data Co-op Tax Detail Data Co-op RealAVM Data Co-op Consolidated Report		
RPR Links:	RPR RPR Detail Report RPR RPR Complete Property Report		

Photos

Taxes

Year	Season	Total Ad Val	Admin Fee	Asmnt	CVT	TH Seasonal
2023	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2023	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2022	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2022	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2021	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2021	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2020	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2020	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Assessments

Year	Taxable Val	State Eq Val	Hmstd %	TH Taxes
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Transfer Information

Grantor	Grantee	Record Date	Deed Date	Sale Price	Deed Type	Libar/Page
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Other Recordings

Officer	Officer	Record Date	Doc Date	Amount	Doc Type	Libar/Page
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Characteristics

#1 Porch/Dimensions:	/	Storm Sewer:	
#2 Porch/Dimensions:	/	Land Dimension:	40.00X225.50
Topography:		Land Sqft:	9148
Irregular:		Acres:	0.21

Search for MLS Listings

Click Arrow for Property History

[Report Incorrect Data](#)

County is 'WAY - Wayne County'
 Property ID is like '44021010115000*'
 Found 1 result in 0.02 seconds.

1 of 1 Checked 0 All · None · Page ·



Jump to Address



County is 'WAY - Wayne County'

Property ID is like '44021010113001'

PADD Latitude, PADD Longitude is around 42.29, -83.31, is around 42.29, -83.31, is around 42.29, -83.31

Found 1 result in 0.08 seconds.

Wayne County Public Records - Full Detail Report

Location & Ownership

Property Address: Irene
City/State/Zip: Inkster, Michigan, 48141

Owner Name: City Of Inkster
Taxpayer Address: 26215 Trowbridge Street
City/State/Zip: Inkster, Michigan, 48141-2479

City/Village/Town: Inkster
Subdivision: DEARBORN ACRES SUB NO 2
MLS Area: 05080 - Inkster
Legal Description: *36D195 TO 197* LOTS 195 TO 197 INCL ALSO W 1/2 ADJ VAC ALLEY DEARBORN ACRES SUB NO. 2 T2S R9E L33 P79 WCR

Property ID: 44009020195300

Lat/Long: 42.278627 / -83.323184
Census Tract: 5704
Block Group:

School District: Taylor
Property Category: VacantLand
Land Use: 402 - RESIDENTIAL VACANT

REALIST Links: [Full Report](#) [Comparables](#) [Market Trends](#) [Neighborhood Profile](#)

REMI Links: [Start Docs+ Transaction](#) [Remine Pro Property View](#)

Data Co-op Links: [Data Co-op Tax Detail](#) [Data Co-op RealAVM](#) [Data Co-op Consolidated Report](#)

RPR Links: [RPR Detail Report](#) [RPR Complete Property Report](#)

Photos

Taxes

Year	Season	Total Ad Val	Admin Fee	Assmnt	CVT	TH Seasonal
2023	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2023	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2022	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2022	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2021	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2021	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2020	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2020	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Assessments

Year	Taxable Val	State Eq Val	Homestead %	TH Taxes
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Transfer Information

Grantor	Grantee	Record Date	Doc Date	Sale Price	Doc Type	Liber/Page
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Other Recordings

Obligee	Obligor	Record Date	Doc Date	Amount	Doc Type	Liber/Page
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Characteristics

#1 Porch/Dimensions: /
#2 Porch/Dimensions: /
Topography:
Irregular:

Storm Sewer:
Land Dimension: 105.00X120.00
Land Sqft: 12632
Acres: 0.29

Search for MLS Listings

Click Arrow for Property History

[Report Incorrect Data](#)

County is 'WAY - Wayne County'
Property ID is like '44009020195300*'
Found 1 result in 0.03 seconds.

Wayne County Public Records - Full Detail Report

Location & Ownership

Property Address:	29535 Irene	Property ID:	44009020198000
City/State/Zip:	Inkster, Michigan, 48141		
Owner Name:	City Of Inkster	Lat/Long:	42.278820 / -83.323190
Taxpayer Address:	26215 Trowbridge Street	Census Tract:	5704
City/State/Zip:	Inkster, Michigan, 48141-2479	Block Group:	
City/Village/Town:	Inkster	School District:	Taylor
Subdivision:	DEARBORN ACRES SUB NO 2	Property Category:	VacantLand
MLS Area:	03080 - Inkster	Land Use:	402 - RESIDENTIAL VACANT
Legal Description:	Property exempt from Ad Valorem taxes and assessed on the Special Act Roll pursuant to PA 261 of 2003 expiring 12/30/2022. 36D198 LOT 198 ALSO W 1/2 ADJ VAC ALLEY DEARBORN ACRES SUB NO. 2 T2S R9E L33 P79 WCR		

REALIST Links:	Full Report	Comparables	Market Trends	Neighborhood Profile
REMI Links:	Start Docs+ Transaction	Remine Pro Property View		
Data Co-op Links:	Data Co-op Tax Detail	Data Co-op RealAVM	Data Co-op Consolidated Report	
RPR Links:	RPR Detail Report	RPR Complete Property Report		

Photos

Taxes

Year	Season	Total Ad Val	Admin Fee	Assmt	CVT	Tot Seasonal
2023	W	\$0.00	\$0.02	\$2.86	\$0.00	\$2.88
2023	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2022	W	\$0.00	\$0.03	\$3.99	\$0.00	\$4.02
2022	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2021	W	\$0.00	\$0.04	\$4.35	\$0.00	\$4.39
2021	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2020	W	\$0.00	\$0.03	\$3.61	\$0.00	\$3.64
2020	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	W	\$0.00	\$0.00	\$0.69	\$0.00	\$0.69
2019	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Assessments

Year	Taxable Val	State Re Val	Hmstd %	Tot Taxes
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Transfer Information

Grantor	Grantee	Record Date	Deed Date	Sale Price	Deed Type	Libar/Page
CAPITAL EQUITY PARTNERS	GO INVEST WISELY LLC	03/17/2009	10/28/2008	\$6,000	DEED	47759/0241
TROTT & TROTT PC	CAPITAL EQUITY PARTNERS	11/17/2008	10/28/2008	\$3,000	DEED	47589/0887

Other Recordings

Obligor	Obligor	Record Date	Doc Date	Amount	Doc Type	Libar/Page
RESOURCE LENDING GROU	BAKER NORMAN	02/15/2006	01/31/2006	\$33,500	MTG	44265/0347
FLAGSTAR BANK FSB	BAKER NORMAN	12/21/2004	12/09/2004	\$31,500	MTG	41886/0947

Characteristics

#1 Porch/Dimensions: /	Storm Sewer:	
#2 Porch/Dimensions: /	Land Dimension:	35.00X120.00
Topography:	Land Sqft:	4356
Irregular:	Acres:	0.10

Search for MLS Listings

Click Arrow for Property History

[Report Incorrect Data](#)

County is 'WAY - Wayne County'

Property ID is like '44009020198000#'

Found 1 result in 0.02 seconds.

Wayne County Public Records - Full Detail Report

Location & Ownership

Property Address: Irene
City/State/Zip: Inkster, Michigan, 48141

Property ID: 44009020228000

Owner Name: City Of Inkster
Taxpayer Address: 26215 Trowbridge Street
City/State/Zip: Inkster, Michigan, 48141-2479

Lat/Long: 42.281802 / -83.323358
Census Tract: 5704
Block Group:

City/Village/Town: Inkster
Subdivision: DEARBORN ACRES SUB NO 2
MLS Area: 05080 - Inkster
Legal Description: 360228 229 LOTS 228 AND 229 DEARBORN ACRES SUB NO. 2 T2S R9E L33 P79 WCR

School District: Taylor
Property Category: VacantLand
Land Use: 402 - RESIDENTIAL VACANT

REALIST Links:

[Full Report](#) [Comparables](#) [Market Trends](#) [Neighborhood Profile](#)

REMIKE Links:

[Start Docs+ Transaction](#) [Remine Pro Property View](#)

Data Co-op Links:

[Data Co-op Tax Detail](#) [Data Co-op RealAVM](#) [Data Co-op Consolidated Report](#)

RPR Links:

[RPR RPR Detail Report](#) [RPR RPR Complete Property Report](#)

Photos

Taxes

Year	Season	Total Ad Val	Admin Fee	Asmnt	CVT	TH Seasonal
2023	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2023	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2022	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2022	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2021	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2021	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2020	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2020	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	S	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Assessments

Year	Taxable Val	State Eq Val	Hmstd %	TH Taxes
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Transfer Information

Grantor	Grantee	Record Date	Recd Date	Sale Price	Deed Type	Libar/Page
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Other Recordings

Oblique	Oblique	Record Date	Rec Date	Amount	Doc Type	Libar/Page
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Characteristics

#1 Porch/Dimensions: /	Storm Sewer:	
#2 Porch/Dimensions: /	Land Dimension:	70.00X111.00
Topography:	Land Sqft:	7841
Irregular:	Acres:	0.18

Search for MLS Listings

Click Arrow for Property History

[Report Incorrect Data](#)

County is 'WAY - Wayne County'
Property ID is like '44009020228000'
Found 1 result in 0.02 seconds.



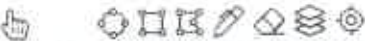
County is 'WAY - Wayne County'

Property ID is like '44021010113001*'

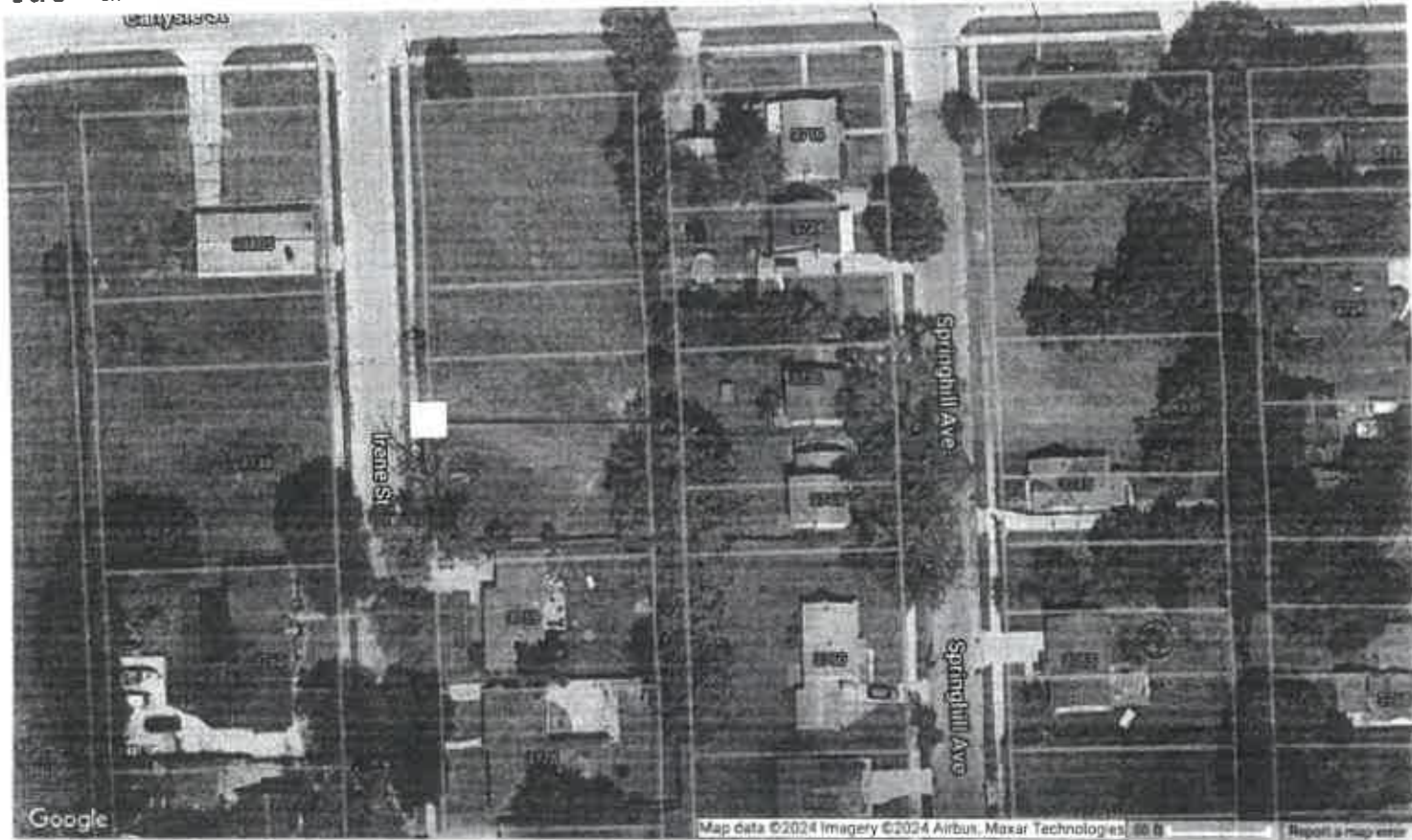
PADD Latitude, PADD Longitude is around 42.29, -83.31, is around 42.29, -83.31, is around 42.29, -83.31, is around 42.28, -83.32, is around 42.28, -83.32, is around 42.28, -83.32

Found 1 result in 0.08 seconds.

0 of 1 Checked 0 All · None · Page ·



Jump to Address



County is 'WAY - Wayne County'
Property ID is like '44021010113001'
PADD Latitude, PADD Longitude is around 42.29, -83.31, is around 42.29, -83.31, is
around 42.29, -83.31, is around 42.28, -83.32, is around 42.28, -83.32, is around 42.28,
-83.32
Found 1 result in 0.08 seconds.

REQUEST FOR COUNCIL ACTION

To: Mrs. Georgina Holliday, City Clerk

Date: 11/05/2024

From: Tamika L. Jenkins, Interim Chief

Date for Council's Consideration: 11-18-2024

ACTION REQUESTED: Adopt Ratified Tentative Agreement between the City of Inkster and COAM

Current Action ☒

Emergency ☐

Future ☐

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

Mayor's Approval Byron H. Nden

BACKGROUND:

Tentative agreement was reached with COAM.

SCOPE OF SERVICES:

JUSTIFICATION:

This agreement reflects months of collaborative negotiation aimed at securing fair and competitive benefits for our city employees while maintaining fiscal responsibility for our community. Through open dialogue and compromise, we've crafted a contract that supports the needs of our workforce, strengthens employee retention, and ultimately enhances service delivery to our residents. A Copy of the Ratifications has been provided & highlighted.

PROJECT IMPROVEMENTS:

PROJECTED TIMETABLE:

RESOLUTION:

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 July 1, 2024 through June 30, 2026

Effective July 1, 2024 through June 30, 2026

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.

Effective July 1, 2024 through June 30, 2026

1.2: The bargaining unit shall include sworn corporals, sergeants, and lieutenants, and shall exclude police officers and detectives and exclude 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.

2.7: 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.

2.8: 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 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

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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;

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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): Lay off 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: The City recognizes the Union as the sole and exclusive bargaining representative of the Employees of the Police Department.

5.2: 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.

5.3: 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.

5.4: 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.

5.5: 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.

5.6: 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.

5.7: 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.

5.8: 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.

5.9: 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 the Union Constitution and By-laws, refunds to the Employee will be made by the Union.

5.10: 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.

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5.11: 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.

5.12: 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 goods or any other interference with the work of the Police Department.

C. The Steward shall be permitted reasonable time to investigate, present and process grievances on the premises of the Police Department without loss of time or pay during his/her regular working hours. Such time spent in handling a grievance during 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

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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 I (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

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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.

8.10: 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;

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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, 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 exempted 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

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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

TESTING/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

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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.

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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.

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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. When there is a 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: Rate of Pay

Effective upon ratification of this collective bargaining agreement members shall receive a four percent pay increase (4%) with the new pay rates shown below:

Corporal: \$68,319.24 annually for 2080 hours worked which equates to \$32.85 per hour.

Sergeant: \$71,914.75 annually for 2080 hours worked which equates to \$34.57 per hour.

Lieutenant: \$78,387.31 annually for 2080 hours worked which equates to \$37.69 per hour.

Effective July 1, 2025 members shall receive a four percent pay increase (4%) with the new pay rates shown below:

Corporal: \$71,052 annually for 2080 hours worked which equates to \$34.16 per hour.

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Sergeant: \$74,791.34 annually for 2080 hours worked which equates to \$35.96 per hour.

Lieutenant: \$81,522.80 annually for 2080 hours worked which equates to \$39.19 per hour.

12.7: Overtime Hours. Members of the bargaining unit assigned to twelve-hour shifts shall receive pay at time and a half for hours worked that exceed the 84-hour work schedule. Members assigned to a 40-hour workweek shall receive pay at time and a half for hours worked that exceed the 40-hour work week. Paid leave such as personal, vacation, and sick leave does apply toward hours worked.

12.8: Shift Differential. An additional 25 cents per hour from the above hourly rates in section 12.6 will be paid for all hours worked between 7 p.m. and 7:00 a.m.

12.9: Cell Phone/On Call and Roll Call Pay. Members of the bargaining unit are required to be available to be contacted 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 paycheck 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

13.1: 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:

Associate's Degree (\$200/ year)

Bachelor's Degree (\$400/year)

Master's Degree (\$500/year)

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13.2: 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.

14.3: 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

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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

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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

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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 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 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.

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

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

ARTICLE 20

INCOME PROTECTION DISABILITY

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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.

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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 an employee will be granted, at his/her request, a leave of absence without pay not to exceed two (2) years.

ARTICLE 23

PATERNITY/MATERNITY/FMLA LEAVE

23.1: Paternity/maternity leave.

- A. Any employee parent is entitled to and may take 168 hours of paid leave in connection with the birth of their child prior to being required to use other paid forms of leave (Sick, Personal, Vacation). This leave benefit is also intended to include employee parents who are adopting a child. In order for an employee to qualify for such leave, the employee must notify the City at least three (3) months prior to the anticipated date of delivery or adoption. This leave is to be taken contemporaneously with the birth or adoption, however, the beginning date of the leave is left to the employee's discretion so long as the employee gives the proper notice. This paid paternity/maternity leave is intended by the parties to be in addition to and separate from other forms of leave discussed elsewhere in this agreement and is to accrue only upon notice to the City by the employee of the anticipated birth or adoption of a child. This paid paternity/maternity leave is intended by the parties to be used as needed by the employee under the circumstances contemplated by this Article (i.e., to create a time-period within which the employee parent will be able to concern themselves with the welfare of the new child while lessening financial and time pressures), and shall not be cumulatively accrued or "banked" to the employee's long-term benefit, and is not to paid out upon separation or retirement. In the case of a female employee who has given birth to a child, a return from such leave shall only be after an appropriate physical examination and medical clearance of fitness for the work to which the Employee is expected to return.

- B. Any employee shall be entitled to an unpaid leave of absence not to exceed six (6) months in connection with the birth of their child. This leave of absence is also intended to include employee parents who are adopting a child. In order for an employee to qualify for such leave, she/he must notify the City at least three (3) months prior to the anticipated date of delivery. The beginning date of such leave shall be left to the discretion of the employee so long as the employee meets the notice requirement. When said employee gives written notification to the City of his/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/his former position is vacant, he/she shall have first preference to the vacancy. In the case of a female employee who has given birth to a child, a return from such leave shall only be after an appropriate physical examination and medical clearance of fitness for the work to which the Employee is expected to return. This Article is not intended to substitute for or preclude an employee's voluntary use of paid forms of leave in connection with the birth or adoption of a child, such as sick, vacation, or personal leave, or paternity/maternity leave under Article 23.1A.

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. If 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

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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 copay 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.

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- 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 a 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 of 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.

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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 Mayor 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 to be kept by the Mayor'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, for up to
3. A maximum of Ten (10) days.

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 Mayor'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

26.1: 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 pretax 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.

26.2: 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").

26.3: 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:

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.

C. 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.

26.4: Annual plan design: The City has little to no control over plan designs from coverage year to coverage year. As an 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

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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.

26.5: Retirees shall be eligible for a monthly healthcare stipend. The monthly stipend for Retirees under 65 years-of-age (not Medicare eligible) is \$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 monthly stipend for 65 years-of-age and older (Medicare eligible) retirees is \$200 per retiree. If a retiree 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 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.

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E. Miscellaneous items placed on the board by employees, such as "for sale" notices.

ARTICLE 29

PROVISION OF LEGAL COUNSEL

29.1: Legal Representation and Indemnification. The City will provide legal counsel and pay any costs and judgments that arise out of lawsuits filed against Employees alleging any act committed while said Employee was in the good faith performance of his duties. A contrary determination by the City is not final and binding but is subject to review by an arbitration under the grievance arbitration provisions of this Agreement. Pending a final determination of whether or not the Employee is entitled to defense and indemnification by the City, the City shall promptly undertake such defense on behalf of such Employee.

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

31.1: 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.

31.2: Shift bids by seniority (road patrol only). Management will set minimum/maximum staffing of each shift compliment, in accordance with provisions of this agreement, and reserves the right for placement of special assignments. Shift bids by seniority will be completed bi-annually in July/January of each year. The Union will supply Management with a completed seniority shift bid list in June/December of each year. If a member 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.

31.3: Ordered Work Limitation/Compensation. No employee will be required to work over his/her assigned shift hours on two consecutive days, unless he/she agrees to do so. Any employee required to work over his/her assigned shift hours will receive a differential in the amount of \$0.50/hour for each hour worked over his/her assigned shift, in addition to any regular pay, overtime pay, or other shift differential.

ARTICLE 32

OVERTIME/CALL BACKS

32.1: Personnel recalled to duty for any reason shall be compensated for the extra time worked but not less than three (3) hours, except when such recall shall be in conjunction with the beginning or continuation of a regular work shift, when the employee 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.

32.2: Leave days and work schedule are 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

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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

34.1: Each employee is granted eight (8) personal leave days 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 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

35.1: 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

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SPECIAL ASSIGNMENTS

36.1: 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**

37.1: 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**

39.1: Retirement benefits shall be governed by the pertinent Chapter of the Charter of the City of Inkster as modified by the following stipulations.

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

- 1) 25 years of service regardless of age; or
- 2) On or after age 60 regardless of years of service

B. Normal Retirement Benefit. Any Employee eligible for retirement 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

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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.

C. Final Average Compensation (FAC). The Employee's Final Average Compensation under the pension will be determined by averaging any three highest annual total wages for the Employee during the entirety of his/her service to the City. The Employee's "annual total wages" will include those pay categories as described in paragraph J, below.

D. 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.

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

F. Employees shall be 100% vested in the Pension plan after ten (10) years of service or upon attainment of Normal Retirement Age 60.

G. 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.

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. The following pay categories (codes) will be utilized to determine the Employee's compensation for the purposes of calculating the Final Average Compensation (FAC): Regular, 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), all Annual Stipends, 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.

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

44.1: 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, 2026, 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, COAM, 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.

44.2: 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.

Signatures

City of Inkster

Byron Nolan, Mayor Date

Command Officers Association of Michigan

Wayne Beerbower, Business Agent Date

Inkster Command Officers Association

Corey Snyder, President Date

Approved by the Inkster City Council _____ Resolution _____

REQUEST FOR COUNCIL ACTION

To: Mrs. Georgina Holliday, City Clerk

Date: 11/05/2024

From: Tamika L. Jenkins, Interim Chief

Date for Council's Consideration: 11-18-2024

ACTION REQUESTED: Adopt Ratified Tentative Agreement between the City of Inkster and Teamsters

Current Action ☒

Emergency ☐

Future ☐

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

Mayor 's Approval Byron H. Nolen

BACKGROUND:

Tentative agreement was reached with the Teamsters Union.

SCOPE OF SERVICES:

JUSTIFICATION:

This agreement reflects months of collaborative negotiation aimed at securing fair and competitive benefits for our city employees while maintaining fiscal responsibility for our community. Through open dialogue and compromise, we've crafted a contract that supports the needs of our workforce, strengthens employee retention, and ultimately enhances service delivery to our residents. A Copy of the Ratifications has been provided & Highlighted.

PROJECT IMPROVEMENTS:

PROJECTED TIMETABLE:

RESOLUTION:

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

AGREEMENT

BETWEEN

THE CITY OF INKSTER

AND THE

TEAMSTERS, LOCAL 214,

INKSTER POLICE OFFICERS UNION

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 within 90 days of being made aware of the alleged violation or misconduct. 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: Legal Representation and Indemnification. The City will provide legal counsel and pay any costs and judgments that arise out of lawsuits filed against Employees alleging any act committed while said Employee was in the good faith performance of his duties. A contrary determination by the City is not final and binding but is subject to review by an arbitration under the grievance arbitration provisions of this Agreement. Pending a final determination of whether or not the Employee is entitled to defense and indemnification by the City, the City shall promptly undertake such defense on behalf of such Employee.

5.5: Union 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 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/TESTING

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 ensure 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 fourteen (14) holidays at their normal rate of pay in lieu of holiday time off.

14.2: The fourteen (14) holidays shall be designated as follows: New Year's Day, Dr. Martin Luther King's Birthday, Good Friday, Memorial Day, Juneteenth, 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: Paternity/maternity leave.

- A.** Any employee parent is entitled to and may take 168 hours of paid leave in connection with the birth of their child prior to being required to use other paid forms of leave (Sick, Personal, Vacation). This leave benefit is also intended to include employee parents who are adopting a child. In order for an employee to qualify for such leave, the employee must notify the City at least three (3) months prior to the anticipated date of delivery or adoption. This leave is to be taken contemporaneously with the birth or adoption, however, the beginning date of the leave is left to the employee's discretion so long as the employee gives the proper notice. This paid paternity/maternity leave is intended by the parties to be in addition to and separate from other forms of leave discussed elsewhere in this agreement and is to accrue only upon notice to the City by the employee of the anticipated birth or adoption of a child. This paid paternity/maternity leave is intended by the parties to be used as needed by the employee under the circumstances contemplated by this Article (i.e., to create a time-period within which the employee parent will be able to concern themselves with the welfare of the new child while lessening financial and time pressures), and shall not be cumulatively accrued or "banked" to the employee's long-term benefit, and is not to be paid out upon separation or retirement. In the case of a female employee who has given birth to a child, a return from such leave shall only be after an appropriate physical examination and medical clearance of fitness for the work to which the Employee is expected to return.
- B.** Any employee shall be entitled to an unpaid leave of absence not to exceed six (6) months in connection with the birth of their child. This leave of absence is also intended to include employee parents who are adopting a child. In order for an employee to qualify for such leave, she/he must notify the City at least three (3) months prior to the anticipated date of delivery. The beginning date of such leave shall be left to the discretion of the employee so long as the employee meets the notice requirement. When said employee gives written notification to the City of his/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/his former position is vacant, he/she shall have first preference to the vacancy. In the case of a female employee who has given birth to a child, a return from such leave shall only be after an appropriate physical examination and medical clearance of fitness for the work to which the Employee is expected to return. This Article is not intended to substitute for or preclude an employee's voluntary use of paid forms of leave in connection with the birth or adoption of a child, such as sick, vacation, or personal leave, or paternity/maternity leave under Article 17.4.A.

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 two (2) 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.**
- C. 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.**
- D. 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.**

- E. 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.
 - F. 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.
 - G. 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.
 - H. 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 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..

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 1.55 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 six (6) 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) hour 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):

Effective Upon Ratification of 2024-2026 Collective Bargaining Agreement

Non-MCOLES	MCOLES	End of Probation	6 Months After Probation	1 Year After Probation	2 Years After Probation	3 Years After Probation
15.79	22.62	24.32	25.17	26.01	27.71	29.40

Detective – 31.72

Beginning July 1, 2025

Non-MCOLES	MCOLES	End of Probation	6 Months After Probation	1 Year After Probation	2 Years After Probation	3 Years After Probation
16.42	23.52	25.29	26.17	27.05	28.82	30.58

Detective – 32.99

Detectives will receive an additional stipend as stand-by pay (STAN) in the amount of \$1500 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.

27.7: While management agrees to take steps to minimize interruptions to bargaining unit members' personal lives while the Employee is not at work, the parties recognize that the fact that the department functions on a 24-hour basis sometimes makes off-duty communications or inquiries necessary. Therefore, Employees who are issued a department cellular telephone or are otherwise required to be available to be contacted by telephone during off-work hours for important work-related communications/inquiries (e.g., Employees in special assignments, Auxiliary Director, Community Relations, SRT, MNET, etc.) shall receive an annual stipend of \$400 per year to compensate them for being available for work-related matters while they are not at work. This stipend shall be made in one lump sum payment once per year on the first pay check following March 1 in each calendar in which the Employee served any time in such capacity.

27.8: Bargaining unit members assigned to the Special Investigations Unit (SIU) will receive an annual stipend as compensation for working in a blended unit that combines the work of a road patrol officer and investigator which requires officers to work their cases from inception all the way through prosecution, be on call 24/7 and work unpredictable hours on a day to day bases. The stipend shall be in the amount of \$1200 per year payable on the 1st day of March of each calendar year in which they served any time in SIU.

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.

1. Formal Acting Assignments. Employees on formal acting assignment (authorized in writing by the Chief, or his designee) to a higher position classification shall be paid at the rate of pay associated with that classification.
2. Short-Term Acting Assignments. Employees required by the needs of the service to fill a higher position classification due to a temporary shortage in manpower shall also be compensated at the rate of pay associated with that classification.
3. The duration of any such 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.
4. A formal 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 a formal 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: Lateral Transfers:

- A. The City agrees that when a previously certified employee is hired, the City will recognize up to 3 years of service. The years of service shall have no impact on seniority; only vacation and pay.

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, in accordance with provisions of this agreement, and reserves the right for placement of special assignments. Shift bids by seniority will be completed bi-annually in July/January of each year. The Union will supply Management with a completed seniority shift bid list in June/December of each year. If a member 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.

30.4: Ordered Work Limitation/Compensation. No employee will be required to work over his/her assigned shift hours on two consecutive days, unless he/she agrees to do so. Any employee required to

work over his/her assigned shift hours will receive a differential in the amount of \$0.50/hour for each hour worked over his/her assigned shift, in addition to any regular pay, overtime pay, or other shift differential.

ARTICLE 31 **COURT TIME**

31.1: Officers appearing at any court or administrative hearing in connection with any work-related matter 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 or for actual time spent, whichever is greater.

31.2: 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.

31.3: 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 is otherwise required to attend by a prosecutor or Judge 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.

31.4: 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.

31.5: Any employee subpoenaed to appear at Court or in 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 Section 31.1.

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 for any reason shall be compensated for the extra time worked but not less than three (3) 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.

33.4: Any previously certified, but non-sponsored employee, who is hired after July 1, 2024, and successfully completes the probationary period, shall receive a police academy tuition reimbursement of \$4,000. Such payout will be made in increments and is as follows: \$2,000 after probation, \$1,000 after completion of year two, and \$1,000 after completion of year three.

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 one-thousand-dollar (\$1000.00) 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 determined by averaging any three highest annual total wages for the Employee during the entirety of his/her service to the City. The Employee's "annual total wages" will include those pay categories as described in Article 42.12, below.

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), all Annual Stipends, 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, 2024, and the terms and provisions thereof shall remain in full force and effect until the thirtieth (30th) day of June, 2026, 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.

City of Inkster

Byron Nolen, Mayor	Date
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Approved by the Inkster City Council	Resolution