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PURPOSE AND INTENT

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

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 Association further recognizes the essential public service here 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 Association 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 agreements herein contained, it is agreed that:

RECOGNITION

- (a) 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 INKSTER POLICE OFFICERS ASSOCIATION 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.
- (b) The bargaining unit shall include sworn police patrolmen, police patrolwomen, and specialist and shall exclude sergeants, lieutenants and higher ranks, management, supervisory personnel, temporary, provisional, seasonal, and part-time, and all other employees in the unclassified service as defined in the City Ordinance and Personnel Rules and Regulations.

REPRESENTATION - BARGAINING COMMITTEE

- (a) The employees shall be represented by a bargaining committee composed of five (5) 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.
- (b) Promptly following the effective date of this Agreement, the Association 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.
- (c) There shall be no discrimination against any employee because of his membership in the Association, or because of his acting as an officer or in any other capacity on behalf of the Association.
- (d) The City shall not discriminate against any employee because of age, sex, marital status, race, nationality, religious or political belief, or for legal Association activities.

II.

REPRESENTATION - BARGAINING COMMITTEE (continued)

- (e) The Association recognizes its responsibility as bargaining agent without discrimination, interference, or coercion, and agrees to represent all employees without discrimination.

III.

JOINT RESPONSIBILITIES

- (a) NO STRIKE - NO LOCKOUT: Under no circumstances will the Association 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 slowdown, in any plant 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 Association 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 same has ceased.
- (b) In the event of a work stoppage or other curtailment, the Association 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, that they may be subject to disciplinary action, and instruct all such persons to immediately cease the offending conduct.
- (c) The City shall have the right to discipline any employee who instigates, participates in or gives leadership to any activity herein prohibited.
- (d) The City will not lockout employees during the term of this Agreement.

IV.

MANAGEMENT RESPONSIBILITIES

The City, as employer, shall retain as management rights any and all powers and rights over wages, hours and other conditions of employment not in this Agreement expressly abrogated.

The parties hereto recognize and agree that the City, as employer, has a prime obligation to the citizens of the community to provide services which include the services performed by the employees represented pursuant to this Agreement.

The City shall retain the management right to assign, engage, employ, and transfer employees, as in the City's judgment shall best enable it to perform its obligations for service to the citizens of the community, subject to the provisions of this Agreement.

V.

UNION SECURITY

- (a) All employees within the bargaining unit upon the date of the execution of this Agreement, and any new officer entering into the unit during the term of this Agreement, shall; not later than the 31st day worked following the execution of this Agreement, or the 31st day worked following the commencement of his employment, whichever shall occur later; become and remain a member of the I.P.O.A. for the duration of this Agreement. In the alternative, and in the event that such officer or employee within; or entering into the unit; shall elect to secure and maintain membership within the I.P.O.A., such officer or employee shall pay to the I.P.O.A.; as a condition of continued employment; and within the time limits expressed in this article, and at regular monthly intervals thereafter in accordance with the general By-laws and dues structure of the I.P.O.A., an amount of monthly dues equal to that paid by other officers and employees in the bargaining unit who are member of the I.P.O.A.
- (b) Officers and employees, whether election membership in the I.P.O.A. or otherwise, may execute and deliver to the City an appropriate dues deduction authorization form. Except in accordance with (c) below, the City shall not honor a revocation of such authorization form.

V. UNION SECURITY (continued)

- (c) All deductions under this article shall be subject to revocation by the employees who executed such assignments, upon giving thirty (30) days written notice, immediately prior to the expiration date of this Agreement, to the Association and the City Treasurer. The City Treasurer shall thereafter cease withholding any monies whatsoever under such assignments.
- (d) The Association shall have no right or interest whatsoever in any money authorized withheld until such money actually is paid over to it as required by this contract. The City or any of its officers and employees upon forwarding check in payment of such deductions by mail to the Association's last known address, shall be released from all liability to the employee and to the Association under such assignments.

VI. UNION DUES AND INITIATION FEES

- (a) 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 of Payroll Deduction of Dues" hereinafter set forth, and to the extent the laws of the State of Michigan permit, the employer agrees to deduct Association membership dues levied in accordance with the Constitution and By-laws of the Association from the pay of each employee who executes or has executed the "Authorization for Payroll Deduction" form.
- (b) Deductions - Deduction shall be made only in accordance with the provisions of said Authorization for Payroll Deduction of Dues, together with the provisions of this Agreement.
- (c) 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 Association 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 and are in effect. Any Authorization for Payroll Deduction of Dues form which is incomplete or in error will be returned to the Association's Financial Secretary by the Employer.

UNION DUES AND INITIATION FEES (continued)

- (d) When Deductions Begin - Payroll deductions under all properly executed Authorization for Payroll Deduction of Dues forms shall become effective at the time the application is tendered to the Employer.
- (e) Delivery of Additional Payroll Deduction Forms - The Association will provide to the Employer any additional Authorization for Payroll Deduction of Dues forms under which Association membership dues are to be deducted.
- (f) Refunds - In cases where a deduction is made that duplicates a payment that an employee already has made to the Association, or where a deduction is not in conformity with the provisions of the Association Constitution and By-laws, refunds to the employee will be made by the Association.
- (g) Remittance of Dues to Financial Officer - Deductions for any calendar month shall be remitted to the designated financial officer of the Association not later than the last day of the calendar month in which the deduction was made. The employer shall furnish the designated financial officer of the Association, monthly, with a list of those for whom the Association has submitted signed Authorization for Payroll Deduction of Dues forms. If there is no deduction made, and the Association 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 officer of the Association.
- (h) Disputes Concerning Payroll Deduction - Any dispute between the Association 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 Association 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 deduction shall be made.
- (i) Limit of Employer's Liability - The employer shall not be liable to the Association by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. The Association 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.

GRIEVANCE PROCEDURE

- (a) 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 each answer must be given. Any grievance not initiated, taken to the next step or answered within these time limits will be considered settled on the basis of the last answer by the City, if the Association does not move to the next step within the time limits, or on the basis of the Association's last demand, if the City fails to give its answer within the time limits.
- (b) 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 issued with respect to, on account of, or concerning the meaning, interpretation or application of this Agreement or any terms or provisions thereof.
- (c) All grievances will be processed in the following manner and within the stated time limits: (Calendar days shall include Saturday, Sunday, and recognized Holidays.)

STEP 1 The aggrieved employee or group of employees, with the President of the Association (or his designated representative), will orally present the grievance to the immediate supervisor. The grievance must be so presented within five (5) calendar days after its occurrence or knowledge of its occurrence not to exceed ninety (90) calendar days. The supervisor will give his verbal answer within three (3) calendar days after the date of presentation of the grievance.

STEP 2 If the grievance is not settled in Step 1, it shall be reduced to writing, be signed by the aggrieved employee or group of employees and by the President of his representative and be presented to the Chief of Police within five (5) calendar days after the supervisor's oral answer is given. The grievance shall be prepared in detail and be dated. The Chief will reply to the grievance in writing within five (5) calendar days after the date of the presentation of the written grievance.

GRIEVANCE PROCEDURE (continued)

STEP 3 If the grievance is not settled in Step 2, the written grievance shall be presented to the City Manager within five (5) calendar days after the Chief's response is given. The grievance shall be presented along with all pertinent correspondence to date. The City Manager as representative of the Council will reply to the grievance in writing within seven (7) calendar days after the date of presentation of the written grievance.

STEP 4 If the Association believes that the matter should be carried forward, it must within fourteen (14) calendar days after the City Manager's answer, refer the matter to binding arbitration under the American Arbitration Association. Said Arbitrator shall be selected in the following manner:

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

The Arbitrator shall fix a time and a place for a 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 provision which gives rise to the grievance dispute.

VIII.

PAYMENT OF BACK PAY CLAIMS

- (a) 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 proceeding.
- (b) No claim for back pay or wages shall exceed the amount of pay or wages the employee would otherwise have earned based on his regular wage or pay rate.

PROBATIONARY EMPLOYEES

- (a) A new employee shall be a probationary employee without seniority until he has been employed and actively at work for a period of one year -- at the end of which period he shall be either terminated or entered on the Department-wide seniority list of the City as of the first day of his employment, except that seasonal, provisional, temporary and part-time employees shall not acquire seniority. In the case of provisional 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 provisional employee in this same position.
- (b) At any time during the probationary period, the Chief of Police, may remove or demote an employee. Any employee on probation in a promotional appointment shall have the right to return to his previous appointment if the Chief decides to remove him from the promotional appointment during the period because the employee does not meet the required work standards. The matter may then become a proper subject for a special conference.
- (c) During the probationary period of a promotional appointment, the probationary employee may, without prejudice, revert back to his former classification.
- (d) Any new probationary employee laid-off or terminated at the discretion of the City will not have recourse to the grievance procedure.
- (e) An employee laid-off or terminated during his probationary period and rehired within ninety (90) calendar days following his last day of work will be considered to be completing the probationary period which he has previously started. An employee who completes his probationary period in this manner shall be credited with the total amount of calendar days worked as a probationary period for the purpose of determining his date of employment and position on the Department-wide seniority lists. An Employee rehired after ninety (90) days will be considered as a new employee and will begin a new probationary period.
- (f) 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 and a copy filed with the I.P.O.A., before the end of the probationary period.

LAYOFF AND RECALL

- (a) Definition: Layoff shall mean the separation of employees from the active work force due to lack of work or funds.
- (b) Order of Layoff:
1. No permanent or probationary employees shall be laid-off from his position in any department or division while any seasonal, temporary or provisional employees are serving in the same position class in that department or division.
 2. Permanent and probationary employees shall have Department-wide seniority, and if exercised in the event a layoff becomes necessary, shall replace the employee with the least seniority.
 3. Except as provided below, the layoff of probationary or permanent employees shall be in inverse order of seniority in the position classes affected.
- (c) Demotion in Lieu of Layoff: Except as provided below, an employee subject to layoff who so requests, shall, in lieu of layoff be demoted by seniority in the higher position to a lower position in the department. Demotion shall be through those classes in which the employee held permanent status or through positions in the same class series as the employee's position at time of demotion; provided, that an employee serving a probationary period shall not displace a permanent employee in a class in which he has not previously held permanent status.
- (d) Exceptions to Seniority: The Chief may approve deviations from seniority in layoffs or demotions in lieu of layoff. In proper cases, exceptions may be made in order to maintain a satisfactory level of performance in the departments affected. A conference will be held between the Chief, the affected employee(s) and the Association prior to any action to discuss those questions or disputes involved in the layoff procedures. If agreement cannot be reached as to the proper reassignment of the remaining personnel, then it shall be subject to the grievance procedure. In such cases, the affected employees shall be given written notice of the determination and the reasons therefor.
- (e) 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 notice.

LAYOFF AND RECALL (continued)(f) Preferred Eligible Lists:

1. Employees demoted in lieu of layoff shall have their names placed on preferred eligible lists in order of seniority for each class from which displaced within their department. Employees laid off shall have their names placed on preferred eligible lists in order of seniority for each class from which displaced.
2. Names shall remain on the lists for nine (9) months or the length of their seniority, whichever is greater, unless removed as provided below. Employees shall be recalled from layoff or shall be restored to positions from which demoted in their department or division, before any other persons are selected for employment or promotion in those classes.

(g) Recall from Layoff:

1. Employees to be recalled from layoff shall be given a minimum of ten (10) calendar days to respond after notice has been sent by certified mail to their last known address.
2. Employees who decline recall or who, in absence of extenuating circumstances, fail to respond as directed with the time allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.
3. Permanent and probationary employees shall have Department-wide seniority in their position classes.

- (h) Restoration to position from which demoted. . . . Employees to be restored to positions from which they had been demoted in lieu of layoff shall be given three (3) calendar days written notice in which to accept. Names of those who decline shall be removed from the pertinent preferred eligible lists.

SENIORITY

- (a) Definition: Seniority shall mean the status attained by length of continuous service with the Inkster Police Department.
- (b) Accrual of Seniority:
1. Seniority shall begin with the last date of entering the service of the Police Department. Two or more persons who entered the service on the same day shall, when necessary, have their relative seniority determined by their relative standing on the Civil Service eligibility list from which they are appointed or promoted.
- (c) Loss of Seniority: Employees shall lose their seniority for the following reasons.
1. Discharge if not reversed.
 2. Resignation -- An employee absent for four (4) consecutive normally scheduled work days without notification of valid reason to the Police Department, and who has no legitimate reason for not notifying the City of his absence, may be considered as having resigned.
 3. Unexcused failure to return to work when recalled from layoff, as set forth in the recall procedure.
 4. Unexcused failure to return to work after expiration of a formal leave of absence.
 5. Retirement.
 6. Layoff for a continuous period of nine (9) months or the length of the employee's seniority, whichever is greater.

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

- (d) 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 Association in July of each year, and as soon as practicable the first year.

XII.

PROMOTIONS

Promotions and transfers within the Department, and within the bargaining unit, shall be made according to Civil Service Rules and Department Regulations after approval of the Chief of Police.

XIII.

DISCIPLINE AND DISCHARGE

(a) Disciplinary actions or measure shall include, but not be limited to, the following:

....oral reprimand

....written reprimand

....suspension and/or loss of leave time
(notice to be given in writing)

....discharge

....demotion

....criminal charges

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

(b) The present and future Personnel Rules and Regulations of the Civil Service Commission and the Departmental Rules and Regulations of the Police Department and the City of Inkster, together with its present and future amendments, shall be applicable in all cases except as specifically modified or altered by this Agreement.

(c) 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 the public.

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

XIII.

DISCIPLINE AND DISCHARGE (continued)

- (e) The City shall not discharge or otherwise discipline any employee without just cause. If, in the case, the City feels there is just cause for discharge, the employee involved will be suspended for five (5) days. The employee and the Chairman of the Bargaining Committee will be notified in writing that the employee has been suspended and is subject to discharge.
- (f) The Association shall have the right to take up the suspension and/or discharge as a grievance at the second step of the grievance procedure.

XIV.

HOLIDAY PROVISIONS

- (a) The paid holidays are not designated however new employees and terminated employees shall receive holiday pay on a prorata basis, determined by their tenure of service.
- (b) Effective July 1, 1970, police personnel shall receive nine (9) work days additional compensation at their current hourly rate of pay in lieu of holiday time off.
- (c) Effective July 1, 1971, police personnel shall receive eleven (11) work days additional compensation at their current hourly rate of pay in lieu of holiday time off.
- (d) Holiday pay for police personnel in accordance with Paragraphs (b) and (c) above, shall be paid to such police personnel upon the first regular pay day following December 1, 1970 and December 1, 1971 respectively, or accrued time upon separation.

XV.

DUTY DISABILITY LEAVE

- (a) 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 Michigan Workmen's Compensation Act.
- (b) In order to be eligible for duty disability leave, an employee shall; immediately upon becoming aware of injury or illness, immediately report any illness or injury, however, minor, to his immediate supervisor and take such first-aid or treatment as may be recommended, or waive such first aid or treatment in writing.
- (c) Employees on duty disability leave shall not accrue sick leave.

DUTY DISABILITY LEAVE (continued)

- (d) 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:
1. Management shall, for a period not to exceed fifty-two (52) weeks, supplement without charge to sick leave or vacation, Workmen's Compensation and their normal weekly earnings, excluding overtime and premium pay.
 2. After fifty-two (52) weeks of duty disability leave, if employee has sufficient accrued sick leave, he will receive a payroll check for the difference between the Workmen's Compensation check and his normal bi-weekly payroll check (exclusive of shift differential and other work premium) to the extent of his accrued sick leave only.
- (e) Any seasonal, temporary or part-time employee who sustains an illness or injury arising out of, and in the course of his employment shall receive only such benefits as he may be entitled to under the provisions of the Workmen's Compensation Act. Benefits provided for in this section apply only to seniority and probationary employees.

EMERGENCY AND FUNERAL LEAVE

- (a) In the case of serious illness in his immediate family, a regular employee may be granted an emergency leave of absence with pay for a period not to exceed three (3) days, upon the approval of the Police Chief.
- (b) "Immediate family" as applied to Section (a) is defined as wife, husband, child, brother, sister, parent, parent-in-law, son-in-law and daughter-in-law.
- (c) Emergency leave is chargeable to sick leave credits and, in the case of a probationary employee or an employee who does not have the accumulated sick leave credits, emergency leave may be granted as an advance in sick leave accumulation upon the approval of the City Manager.
- (d) In addition to emergency leave, an employee may be granted a leave of absence with pay for a period not to exceed three (3) days in the case of a death in the immediate family, upon the approval of the Police Chief.

EMERGENCY AND FUNERAL LEAVE (continued)

- (e) "immediate family" as applied to Section (d) is defined as wife, husband, child, brother, sister, parent and parent-in-law, son-in-law, daughter-in-law and grandparents. Funeral leave for immediate family is not chargeable to sick leave credits.
- (f) Should a death of his immediate family occur while an employee is on a scheduled vacation leave, he shall be eligible to receive these benefits provided that he notifies the City prior to the date of the funeral.
- (g) If a death occurs to an employee's sister-in-law or brother-in-law, the employee may be granted three (3) days leave with pay which shall be charged to his accumulated sick leave. If death occurs to other relatives of an employee, not stated above, one day leave with pay may be granted, which shall be charged to accumulated sick leave.

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

- (h) Employees who wish to attend the funeral or serve as pallbearers at a funeral of a fellow employee or former employee will be paid during the time they must be off the job.
- (i) Additional leave may be granted in special cases subjected to the approval of the Chief.

XVII.

LEAVE OF ABSENCE - WITHOUT PAY

- (a) Chief of Police may grant leaves of absence without pay to regular employees for periods up to the extent of his authority.
- (b) 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.
- (c) Employees shall request such leaves of absence in writing well in advance of the date so desired; however, the City Manager may make exceptions in emergency situations.
- (d) No benefits except seniority will accrue for an employee on a leave of absence without pay. For leaves exceeding thirty (30) days the employee may continue such benefits as hospitalization, life insurance, etc. at his own expense.

MATERNITY LEAVE

- (a) A pregnant married woman shall be entitled to a leave of absence not to exceed one (1) year. When said employee gives written notification to the City of her desire to return to work, the City shall reinstate said employee within two (2) weeks from receipt of the written notification, to work which is as nearly comparable to the position and classification held at the time leave was granted, and subject to the seniority provisions of the City for its employees. If her former position is vacant, she shall have first preference to the vacancy. In order for an employee to qualify for a maternity leave, she must notify the City at least five months prior to the anticipated date of delivery. Employees granted such leaves shall be expected to undergo a physical examination after the period of leave.
- (b) There shall be no accrual of seniority for an employee on leave of absence that exceeds one (1) year when such leave is granted under the provisions outlined above. The period of such leaves of absence shall not be included in determining eligibility of the employees for salary step-ups, but shall be included for automatic longevity increases, as provided for in the longevity pay plan.
- (c) The Chief shall have the right to place any pregnant employee on maternity leave at any time after the completion of the fourth month of pregnancy.

MILITARY LEAVE

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 now is in effect or may be amended. Regular employees who are members of the National Guard or of a Military Reserve organization will be granted a leave of absence without pay if called to active duty.

SICK LEAVE

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

- (a) The amount of sick leave credit shall not exceed one (1) day per month nor twelve (12) days per year for each employee. The accumulation of sick leave credit shall not exceed two hundred (200) days for any employee. Vacation leave and paid holidays shall be considered as days worked for accumulation of sick leave credits. Sick leave shall be computed from the first full working day of the employee. However, no employee shall be entitled to sick leave credit until he shall have completed his probationary period at which time he shall be credited with the number of hours he will have earned during his probationary period of service. Except for job-incurred disabilities, and employee who has not served his probationary period of service shall not be paid for his absence due to illness.

As a matter of mutual convenience, the City has adopted the policy which would provide that probationary employees be entitled to sick leave pay after the completion of the fourth month of their probationary period, based upon the credit earned from 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 year probationary period.

This said policy became effective between the Association and the City on January 1, 1968 -- and shall not be considered a change in this contract but an exercise of management rights as hereinbefore provided for in this contract.

- (b) The amount of sick leave used by an employee shall be equal to the number of regularly scheduled hours he would otherwise have worked during his absence on such leave. Should a change in the work week occur, accumulated sick leave shall be credited on the basis of the new work week schedule. Accumulated sick leave credit shall be converted to hours that would have been earned on the new work week schedule.

SICK LEAVE (continued)

- (c) A certification of illness or injury from a physician may be required by the Chief as evidence of illness or disability before compensation for the period of illness or disability is allowed, and shall be mandatory if the illness or disability exceeds four (4) consecutive working days. Abuse of the sick leave privilege or falsification of illness or disability will result in disciplinary action up to and including discharge.
- (d) Sick leave credits will not be allowed if it is established that the 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 at least one (1) hour before the starting time of his particular shift on the first day of his absence, and thereafter, if not hospitalized, or sick leave pay will not be allowed and the employee shall be considered absent without leave.
- (f) If the employee so elects, after all accrued sick leave is used, vacation leave may be used and payment made therefor to the extent of vacation leave accrued to which employee is entitled as of such date.
- (g) When an employee receives his last check for sickness or disability, he will be placed on leave without pay for a period not to exceed one (1) year. If, at the end of that time, employee is still unable to return to work, his employment shall be terminated. Employee shall be eligible for re-employment, provided he has completely recovered, and has a doctor's statement to that effect subject to the City's physical examination and approval, and provided further, that a position is available in accordance with his seniority.
- (h) Upon retirement an employee, or upon death the employee's estate, shall receive cash payment at his current daily rate of pay, excluding premium rates, for 50% of his accumulated sick time -- but not to exceed 100 days of payment. No payment is to be made for unused sick leave upon separation from City employment except upon retirement and as defined in the employee's retirement system.

XX.

SICK LEAVE (continued):

- (1) 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.

XXI.

VACATION LEAVE

Vacation leave is authorized absence from duty with pay.

- (a) During the first five years of employment, all seniority and probationary employees shall receive vacation at the rate of eleven (11) regular scheduled work days. New probationary employees, however, may not be permitted vacation leave until they have completed six months of their probationary period. After five years seniority, employees shall receive an additional vacation of two work days. After ten years seniority, employees shall receive an additional vacation of five work days.
- (b) No seasonal, temporary or part-time employee is eligible for vacation leave.
- (c) Employees shall receive credit for a month 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 not worked or paid for, shall not be considered in computing earned credits for vacation leave.
- (d) A seasonal, temporary or part-time employee, who becomes a regular employee, shall accrue vacation leave from the date he completes his first probationary period retroactive to the start of such probationary period.

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

- (e) Employees shall not accrue rights to vacation time if not taken within the year following the year in which accrued; unless carried over with the written consent of the Chief.

VACATION LEAVE (continued)

- (f) Vacation schedules shall be set up by the Chief so as to permit the continued operation of all City functions without interference; in some areas employment of temporary relief labor will be permitted for limited periods of time so that continued efficient operation can be maintained. Employees will be given preference according to city-wide seniority to select available vacation period for their allowable vacations.
- (g) Vacation leave shall be scheduled in weekly periods. Vacation leave for period of less than one (1) week will be allowed only when it is necessary for the good of the service or when the vacation credits earned in one calendar year are less than one (1) week. Vacation leave may not be allowed at any time in advance of earned time.
- (h) Employees shall be entitled to vacation pay in any of the following instances:
1. Any regular employee, who gives proper notice (ten working days) regarding termination of his employment with the City, shall be entitled to his regular pay for any unused portion of vacation time, as of date of separation.
 2. Any regular employee, who is placed on indefinite layoff or separated from the City for reasons other than disciplinary action, shall be paid his accrued and unused vacation time.
 3. Any employee who has served six (6) months, but less than one (1) year with the City, and enters Military service shall be allowed vacation time at the rate of 11/12 day per month, with a maximum not to exceed eleven (11) days, paid to him at the time he leaves the City to enter Military Service.
 4. By mutual agreement between the Chief and the employee, the employee may be paid for a portion of his vacation credits. Such agreement shall be reduced to writing.
- (i) Employees shall not be entitled to accrued vacation pay if any of the following applies:
1. If an employee separates himself from the City by reason of absence without leave.
 2. If an employee fails to give at least reasonable notice in advance of termination date.
 3. If a probationary employee leaves the employ of the City before completing his probationary period.

XXII.

HOSPITALIZATION INSURANCE

- (a) The City will provide hospitalization insurance for the employee and his family.
- (b) The coverage paid by the City shall consist of the Blue Cross and Blue Shield M-75 semi-private plan presently provided to City employees and the additional coverage under the extended benefits rider known as Master Medical, together with applicable and available prescription plan.
- (c) Coverage of the employee's family shall include the employee, spouse, and children under age 18, or those otherwise includable under family coverage.
- (d) Employees shall be eligible for such coverage after thirty (30) days employment with the City. Additional coverage will be provided within sixty (60) days after the date of signing this contract.

XXIII.

LIFE INSURANCE

- (a) The City shall contribute to the full cost of providing term life insurance to all employees in the amount of \$10,000.00 value upon the death of said employee.
- (b) This insurance shall include coverage for accidental death and dismemberment.
- (c) 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.

XXIV.

SPECIAL CONFERENCES

- (a) Management and the Association 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.

SPECIAL CONFERENCES (continued)

- (b) The Association representative may meet at a place designated by management, on management's property, for a period not to exceed one-half hour immediately preceding a meeting for which a written request has been made.
- (c) Employee representatives of the Association 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.

BULLETIN BOARDS

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

UNIFORM ALLOWANCE

- (a) Effective on the date this Agreement is signed, each new employee, upon being sworn in as a police officer, shall be issued a complete initial uniform consisting of the following: Three pair of trousers, five long-sleeved shirts, five short-sleeved shirts, one service hat with accessories, two pair of shoes, belt, two name tags, badge, whistle, winter jacket, service revolver, handcuts with case, two ammunition pouches, key carrier, holster and belt and 6-cell flashlight; such uniform issue to comply with specifications as established by the department. The items listed in this section are the property of the City and shall be returned to the City upon separation from the Police Department.

UNIFORM ALLOWANCE (continued)

- (b) Upon the first regular pay day following the date of the execution of this Agreement, each sworn employee who has completed his one (1) year probationary period, shall be paid and provided a uniform allowance of \$275.00 for the annual period commencing July 1, 1970 and ending June 30, 1971. Each new employee shall be paid the pro-rata remaining fiscal year portion of such \$275.00 uniform allowance upon the first regular pay day following the date of completion of his one (1) year probationary period.
- (c) Upon the first regular pay day following July 1, 1971, each sworn employee who has completed his one (1) year probationary period, shall be paid and provided a uniform allowance of \$325.00 for the annual period commencing July 1, 1971 and ending June 30, 1972. Each new employee shall be paid the pro-rata remaining fiscal year portion of such \$325.00 uniform allowance upon the first regular pay day following the date of completion of his one (1) year probationary period.
- (d) As set forth in (b) and (c) above all annual uniform allowances shall be paid on the current fiscal year basis. If an employee terminates his employment during the fiscal year, and after he has received the uniform allowance for that fiscal year as set forth above, he shall return his unearned pro-rata share of his uniform allowance. 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 Police Department. Such items shall be in working condition and good repair subject to reasonable consideration for normal wear and tear.

Employees shall not be paid uniform allowances for any period of duty disability leave which exceeds twelve (12) months duration.

The annual uniform allowance as set forth in (b) and (c) above shall serve as reimbursement for purchase, maintenance, and replacement of uniforms as required by the departmental rules and regulations.

JOB CLASSIFICATION AND PAY PLAN

(a) Employees within the bargaining unit are assigned to classification titles and pay grades.

1. JOB CLASSIFICATIONS: The existing classification titles are as follows:

- (A) Patrolman,
- (B) Patrolwoman, and
- (C) Specialist, a patrolman or patrolwoman specially assigned to the Investigation Bureau, Youth Bureau or other special assignment as shall hereinafter be provided by the Chief of Police.

2. PAY GRADES: The annual grades for the classification titles set forth above and for the duration of this Agreement are as follows:

(A) and (B) PATROLMAN AND PATROLWOMAN

Effective July 1, 1970 - Pay Grade 40

<u>Step 1</u> <u>Start</u>	<u>Step 1 1/2</u> <u>Six (6) Mos.</u>	<u>Step 2</u> <u>One (1) year</u>	<u>Step 3</u> <u>Two (2) or more years</u>
\$9,971	\$10,218	\$10,465	\$10,738

Effective July 1, 1971 - Pay Grade 43

<u>Step 1</u> <u>Start</u>	<u>Step 1 1/2</u> <u>Six (6) Mos.</u>	<u>Step 2</u> <u>One (1) Year</u>	<u>Step 3</u> <u>Two (2) or more years</u>
\$10,738	\$10,998	\$11,271	\$11,557

Effective January 1, 1972 - Pay Grade 44

<u>Step 1</u> <u>Start</u>	<u>Step 1 1/2</u> <u>Six (6) Mos.</u>	<u>Step 2</u> <u>One (1) Year</u>	<u>Step 3</u> <u>Two (2) or more years</u>
\$10,998	\$11,271	\$11,557	\$11,843

(C) SPECIALISTEffective July 1, 1970 - Pay Grade 41

\$10,998

Effective July 1, 1971 - Pay Grade 44

\$12,142

Effective January 1, 1972 - Pay Grade 45

\$12,441

New employees would enter at the pay grade assigned to their classification at Step 1, and will advance to Step 1 1/2 after completion of six months service.

After the completion of an additional six months service, the new employee will advance to Step 2.

After completion of an additional twelve months of service, the employee will advance to Step 3.

- (b) An employee promoted from Patrolman or Patrolwoman to Specialist will advance to Specialist rate.
- (c) An employee who is specially assigned to Specialist will be paid at Specialist rate. When he is relieved of his special assignment, he shall revert to the pay grade and step of his permanent classification.
- (d) The City has the exclusive right, pursuant to Management rights, Article IV hereof, to establish, reclassify, change, combine, or prescribe and assign job duties, content, and classification, and to establish wage rates for any new or changed classifications. Whenever new classifications are created, wage rates will be negotiated at a special conference with the Association -- if requested by the Association. Reclassifications shall not be used for the purpose of avoiding restrictions surrounding promotions and demotions.

The Association may challenge the accuracy of any reclassification or modification of existing job classifications through the grievance procedure.

JOB CLASSIFICATION AND PAY PLAN (continued)

The procedures to be followed in maintaining, modifying and amending the classification plan are as prescribed in the Civil Service Personnel Rules of the City of Inkster -- specifically Rule VII.

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

- (e) The City has the right to establish a bi-weekly payroll system.

PAY CHANGES

- (a) Purpose: The following provisions shall govern the the assignment of pay step: to employees of the City.
- (b) Definitions for purposes of this article:
1. Promotion shall mean a change in employment to a position class which has a higher maximum salary.
 2. Demotion shall mean a change in employment to a position class which has a lower maximum salary.
 3. Transfer shall mean a change in employment to another position in any class which has the same maximum salary and similar duties and qualifications.
 4. Reclassification shall mean the changing of a position from one class to another based on the duties involved.
 5. Salary Step Increase shall mean an increase in compensation to the next higher step in the same pay range.
 6. Acting Assignment 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.

PAY CHANGES (continued);

(c) Anniversary dates for pay change purposes:

Establishment:

1. Original employment and re-employment: The date one year after the beginning of the probationary period and the corresponding date each year thereafter.
2. Promotion: The date one year after the promotion and the corresponding date each year thereafter.
3. Transfer: The anniversary date remains unchanged.
4. Demotion: The date six (6) months after the effective date thereof and the corresponding date each year thereafter.
5. Reclassification: The date six (6) months after the effective thereof and the corresponding date in each year thereafter.
6. Postponement of anniversary date: Layoff, formal leave-of-absence or other separations shall postpone the anniversary date for the total period of separation out time previously served toward the next anniversary date and shall be credited when employees return to the payroll.

(d) Compensation Determinations:

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

XXVIII. PAY CHANGES (continued)

3. Anniversary Date --

a. Prior to the occurrence of each anniversary date, every employee who has not already obtained his highest salary step may be considered for a higher salary step increase on such date. Such consideration may be made by the employee's supervisors.

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

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

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

(e) Effective date of changes in compensation: All changes in compensation shall be effective at the beginning of the first payroll period following the change.

XXIX. LONGEVITY PAY

(a) Longevity pay will be paid to covered employees according to the following schedule based on the years of service as an employee of the City of Inkster.

1. Sixty (\$60.00) dollars for six (6) years service to be paid on the completion of the sixth (6th) year and fifteen additional (\$15.00) dollars per year for every year thereafter, to a maximum of Three Hundred (\$300.00) dollars.

(b) The above longevity pay will be paid once a year.

GUN ALLOWANCE

- (a) In accordance with the provisions of Article XXVI, Uniform Allowance, each new employee, upon being sworn in as a police officer, shall be issued a service revolver of such type as shall be prescribed by the Chief of Police and the Rules and Regulations of the Department. In accordance with the Rules and Regulations of the Department, each employee is obligated to have such service revolver on his person when on duty or otherwise in public. Each employee shall further qualify as to the use of such service revolver in accordance with the Rules and Regulations of the Department.
- (b) Upon the first regular pay day following September 1, 1970, each sworn employee who has completed his one (1) year probationary period, shall be paid and provided a gun allowance of Three Hundred (\$300.00) dollars for the annual period commencing July 1, 1970 and ending June 30, 1971. Each new employee shall be paid the pro-rata remaining fiscal year portion of such Three Hundred (\$300.00) dollars gun allowance upon the first regular pay day following the date of completion of his one (1) year probationary period.
- (c) Upon the first regular pay day following September 1, 1971, each sworn employee who has completed his one (1) year probationary period, shall be paid and provided a gun allowance of Three Hundred (\$300.00) Dollars for the annual period commencing July 1, 1971 and ending June 30, 1972. Each new employee shall be paid the pro-rata remaining fiscal year portion of such Three Hundred (\$300.00) Dollar gun allowance upon the first regular pay day following the date of completion of his one (1) year probationary period.
- (d) As set forth in (b) and (c) above, the annual gun allowance as is therein provided shall be paid on a current fiscal year basis. If an employee terminates his employment during the fiscal year, and after he has received such gun allowance for that fiscal year, he shall return his unearned pro-rata share of such gun allowance. All employees covered by this Agreement who are issued such gun allowance and service revolver by the City shall be responsible for returning the same to the City upon separation from the Police Department. Such service revolver shall be in working condition and good repair subject to reasonable consideration for normal wear and tear.

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

HOURS OF WORK

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

Employees shall report to work fifteen (15) minutes prior to the beginning of the regular work shift for roll call, inspection, and briefing, and shall remain when necessary as determined by the shift commander for a period not to exceed one-half hour (30 minutes) upon expiration of their eight-hour work shift for purposes of completing reports and other statistical material and to ensure an orderly change of work shifts. The pre-shift and post-shift period shall be considered as part of the normal work assignment and shall not be used in computing extra pay. Except post-shift time in excess of the 30 minutes where the employee is actually working on assignment (not completing reports and other statistical materials) shall be paid for from the end of the eight-hour shift.

COURT TIME

- (a) Officers appearing in District Court during their off duty hours shall receive two (2) hours extra pay at straight time or straight time for actual time spent, whichever is greater.
- (b) Officers appearing in the Circuit Court during their off duty hours shall receive four (4) hours extra pay at straight time or straight time for actual time spent, whichever is greater.
- (c) All witness fees due to officers shall be returned to the City of Inxster. It shall be the responsibility of each officer to collect and remit to the City all such witness fees due and allowable under law.

OVERTIME

- (a) Overtime pay shall be paid employees for all work in excess of the regularly scheduled work day or work week. Such overtime through June 30, 1971, shall be paid at one times the employee's prevailing hourly rate. Overtime shall cover all extra duty assignments not otherwise covered by this Agreement. Effective July 1, 1971, all such overtime shall be paid at one and one half times the employee's prevailing hourly rate.
- (b) Personnel recalled to duty because of emergency shall be compensated for the extra time worked but not less than two (2) hours, except when such recall shall be in conjunction with the beginning or continuation of a regular work shift, when he shall be paid for actual time worked. Any employee contacted for emergency call back is expected to appear for duty when requested or as soon as 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 disciplinary action.

XXXIV.

EDUCATION LEAVE

- (a) The Chief may authorize educational leave with or without pay for regular employees when determined to be in the best interests of the City. In such cases where educational leave is granted with pay the employee shall be required, upon mutual agreement, to return to the City employment for a specified period of time after completion of the educational leave.
- (b) Subject to the provisions of Article XII, Promotions, abilities acquired as a result of educational leave which may qualify the employee for a higher classification will be considered for such higher classification as soon as such higher classification becomes available. The employee so qualified must request a change in classification as soon as is possible after the higher classification becomes opened.

XXXV

SHIFT ALLOWANCE

In the event that a form of platoon system is not adopted prior thereto within the Department, effective July 1, 1971, and in addition to any and all other wages, and benefits as otherwise provided for herein, a shift differential of five (.05) cents per hour shall be included for each employee while employed upon a second or afternoon shift, and a shift differential of ten (.10) cents per hour shall be paid to each employee who shall be employed upon a third or midnight shift.

XXXVI

WORK RULES

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

XXXVII. WATVER 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 Association, 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.

XXXVIII. DURATION

This Agreement shall become effective as of the 1st day of July, 1970 and the terms and provisions hereof shall remain in full force and effect until the 30th day of June, 1972, and from year to year thereafter unless either party hereto shall notify the other in writing not less than sixty (60) days nor more than ninety (90) days prior to June 30, 1972, or to the expiration of any subsequent automatic annual 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 mail addressed to the Association, Inkster, Michigan; and if to the City, address to the City Manager, 2121 Inkster Road, Inkster, Michigan, or to any such address as the Association or the City may make available to the opposite party.

XXXIX. 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.

IN WITNESS WHEREOF, the parties have caused this Agreement
to be executed by their duly authorized representatives this
_____ day of _____, 1971.

I. P. O. A.

CITY OF INKSTER

President

Mayor - Edward Bivens, Jr.

Secretary

City Manager - Sylvester Murray

Treasurer

Labor Relations Counsel,
Karl Bennett, Jr.

City Clerk - Betty Miller

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