

2986

6/30/98

CONTRACT AGREEMENT
BETWEEN
THE CITY OF ITHACA
AND
THE MICHIGAN POLICE OFFICERS LABOR COUNCIL

July 1, 1995 - June 30, 1998

Ithaca, City of

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ARTICLE 1

RECOGNITION

Section 1. Under the provisions of Act 379 of the Public Act of 1965 of the State of Michigan, the City of Ithaca recognizes the Union as the Exclusive Collective bargaining representative for the employees in the defined bargaining unit for the purposes of bargaining with respect to wages, hours of employment, and other working conditions.

Section 2. The bargaining unit shall consist of all full-time employees of the Ithaca Police Department but excluding supervisors, the Chief of Police, part-time employees, and office clerical employees.

ARTICLE 2

UNION SECURITY

Section 1. Agency Shop. All employees in the bargaining unit who are subject to this Agreement shall, as a condition of employment, on or after thirty-one (31) days following the beginning of employment or the effective date of this Agreement, maintain membership in the Union or pay a service fee as established by the Union but such fee shall not exceed the dues for membership.

Section 2. Payroll Deduction. The Employer agrees to deduct from the pay of each employee the amount of Union dues or agency fees required under this Agreement and remit the same to the authorized agent of the Union provided the Employer first receives written authorization from such employee for such deduction. The Employer will only make such deduction if the employee has sufficient pay to cover such deduction.

Section 3. Indemnification. The Employer will not be responsible for a refund to an employee if a duplicate deduction has been made. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits or other form of liability arising out of its deduction from an employee's pay of Union dues or agency fees.

ARTICLE 3

MANAGEMENT SECURITY

Section 1. The Union agrees that during the life of this Agreement, they will not cause, encourage, participate in or support any strike or picketing against the City, or any slow down or the interruption of, or interference with the normal functions of the City concerning any matter which is subject to the grievance procedure or to the jurisdiction of the City Council. Violation of the provisions of this section shall be grounds for disciplinary action up to and including discharge without recourse to the grievance procedure.

ARTICLE 4

MANAGEMENT RIGHTS

Section 1. Except as otherwise specifically provided herein, the City shall have exclusive right to the direction of its work force including, but not limited to, the right to hire, the right to discipline or discharge for proper cause, the right to decide job qualifications for hiring, the right to layoff for lack of work or funds, the right to abolish or create positions, the right to make rules and regulations governing operation of the Police Department, together with processes and manner of performing work. The City in exercising these functions, will not discriminate against any employee because of race, sex, creed, national origin, or because of his membership in the Union.

ARTICLE 5

UNION BARGAINING COMMITTEE

Section 1. The bargaining committee of the Union will include not more than (2) employees of the City of Ithaca and not more than one (1) non-employee representative of the Union. Prior to any negotiation meetings between the City and the Union, the Union will furnish the name of all members of the bargaining committee to the City. If only one (1) officer is off duty, he shall attend the bargaining meeting.

Section 2. There will be no discrimination against any employee because of his Union affiliation or his duties as a member of the bargaining committee.

Section 3. In the event that negotiation meetings are held at a time when an employee representative would normally be on duty, said employee will be paid at his regular rate but only for those hours that he would normally have been working.

ARTICLE 6

MEETINGS

Section 1. Prior to the end of the term of this Agreement, representatives of the City and the Union shall meet to prepare a new agreement but in no case shall such meetings be started later than April 1 of the year in which the Agreement expires.

Section 2. Special meetings between the City and the Union may be held at any time that either party submits a written request to the other party. Such request must specify the item or items to be discussed and no other business except that set forth in the request may be discussed at such meetings.

ARTICLE 7

REPRESENTATIVES

Section 1. One of the two (2) employee representatives on the bargaining committee shall be designated by the Union to act as steward for the purpose of processing grievances. All other matters will be taken care of by the full bargaining committee.

Section 2. In the event that it becomes necessary for the committee man to process a grievance on what would be normal duty time, he shall be paid at his regular rate for that time just as though he was working, provided, however, such time spent must be kept at a minimum and be reasonable.

ARTICLE 8

GRIEVANCE PROCEDURE

Definition of a Grievance:

A grievance is defined as a disagreement arising under and during the term of this agreement, concerning the interpretation and application of the provisions of this Agreement.

"A. Grievance Procedure Step 1."

Within seven (7) days of the occurrence of the conditions giving rise to the grievance or within seven (7) days of the date the employee(s) should reasonably have become aware of the conditions giving rise to the grievance, whichever is later, the aggrieved employee, with or without the union steward will meet with the Chief of Police in an attempt to resolve the matter.

If this step does not result in a satisfactory resolution to the matter, the grievance will be reduced to writing within seven (7) days after the meeting between the parties and submitted to the Chief of Police.

B. Grievance Procedure Step 2.

If the grievant is not satisfied with the disposition of the grievance at Step 1, the grievant may appeal in writing to the City Manager.

Within ten (10) working days of receipt of the grievance the City Manager shall hold a hearing with the grievant and the Union in an attempt to resolve the alleged grievance. Only persons directly related to the disposition of the grievance shall be present at the meeting. The grievant may be represented by either the steward or his designee and/or a Union representative or a national representative. Representative of the Employer and the Union shall not exceed two (2) each, not including the grievant. If the grievance affects more than one (1) employee, the Union shall designate one employee as a representative of the group.

Within seven (7) calendar days following the conclusion of hearings (s) the City Manager or his designee shall provide the grievant and the steward or his designee a written disposition of the grievance.

Any grievance not appealed within seven (7) working days after such answer shall be considered dropped by the Union.

C. Grievance Procedure Step 3.

In the event of an unsatisfactory decision, the Union representative may submit the grievance to arbitration within fifteen (15) calendar days following the conclusion of the Step 2 answer. Written notice to the Employer shall constitute a request for arbitration.

The Employer and the Union shall meet within seven (7) working days after notice of the arbitration has been given for the purpose of selecting an arbitrator. If the parties fail to select an arbitrator, the Michigan Employment Relations Commission shall be requested to submit a panel of arbitrators consisting of seven (7) names. The parties shall then meet and alternately strike one name at a time from the list until only one name remains. That person shall automatically become the arbitrator who will hear the dispute. The right to strike a name first will be agreed by the parties.

The rules of the American Arbitration Association shall apply to all arbitration hearings. The arbitrators shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony argument, and submission of briefs. The decision of the arbitrator will be final and binding on all parties, and judgment therein may be entered in any court of competent jurisdiction.

Fees and authorized expenses for the arbitrator shall be shared equally by the employer and the Union provided that each party will be responsible for their own attorney fees and costs.

D. The arbitrator shall not have any authority to add to, subtract from or otherwise modify any of the terms of this Agreement. Any finding by the arbitrator must derive its essence

and be based upon specific and express terms of the collective bargaining agreement and any findings of fact or determinations to the contrary are a nullity and of no force and effect.

While the arbitrator has the right to modify a penalty, he shall not substitute his judgment for that of the Employer unless the Employer has acted in an arbitrary or capricious manner.

E. Restitution/Reinstatement.

Should a settlement between the parties be agreed upon at any step of the grievance procedure or should an arbitrator's opinion and award conclude the aggrieved employee was unjustly discharged, demoted or suspended without just cause, in either event it is the terms of the parties' settlement or the arbitrator's award that is determinative of the grievant's rights and will be implemented. An arbitrator's award is final and binding upon the parties.

F. General Provisions.

Timeliness is of the essence and failure of the grievant to appeal the decision within the specified time limits at any step shall be deemed a withdrawal of the grievance and shall bar further action or appeal. The grievance shall be allowed if the Employer fails to render a decision on a grievance within the specific time limits.

Steps of the grievance procedure may be waived upon written consent of the parties. The grievant may withdraw a grievance at any step of the procedure, the grievance(s) so withdrawn shall not be reinstated. Time limits herein provided for may be extended upon written consent of the parties.

The Employer and the grievant may adjust a grievance without the involvement of the Union provided the adjustment is not contrary to any of the provisions of this Agreement. Further, providing the committeeman is notified of the adjustment.

Saturday, Sunday, Holidays, and any day the City Offices are closed shall be excluded from the grievance procedure time limits.

ARTICLE 9

DISCHARGE AND DISCIPLINE

Section 1. The concept of progressive discipline is hereby adopted to govern disciplinary action. It is understood and agreed, however, that the Employer reserves the right to suspend or discharge for just cause, for serious infraction, such as dishonesty, recklessness that could result in serious accident while on duty, refusal to make required report, conviction of any criminal offense, except minor traffic offenses, without instituting progressive discipline; provided further that in such instances nothing contained herein shall operate to deprive the employee of the grievance procedure.

Section 2. Notice of Discharge or Discipline. The Employer agrees promptly, upon discharge or discipline of an employee, to notify in writing the employee and the steward of the discharge or discipline.

Section 3. Upon request, the Employer or his designated representative shall discuss the discharge or discipline with the employee and his steward.

Section 4. Appeal of Discharge. Should the discharged or disciplined employee(s) consider the discharge to be improper, the matter may be referred to the grievance procedure at Step 2, provided, however, the discharge or discipline of a probationary employee is not subject to the grievance procedure.

Section 5. Use of Past Record. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than one year previously, provided that like offenses committed by the employee are exempt from this provision, or discipline on any employee for mistakes on his application, specifically the existence of any record of conviction for any offense. Prior to imposition of a suspension of one or more days, the Employer will review the employee's past discipline.

ARTICLE 10

WAGES AND SALARIES

Section 1. Wages and/or salaries of employees shall follow, commencing July 1, 1995; July 1, 1996; and July 1, 1997.

<u>Years of Service</u>	<u>July 1, 1995</u>	<u>July 1, 1996</u>	<u>July 1, 1997</u>
3 or more years	\$29,644.23	\$30,533.56	\$31,499.57
2 years	27,349.48	28,169.96	29,015.06
1 year	26,416.40	27,208.89	28,025.16
Starting	25,049.32	25,800.80	26,574.83

The above rates reflect a 3% salary increase at all levels over the previous year salaries.

Section 2. Employees shall be scheduled on a shift based on operational needs and minimization of overtime and part-time costs. Employees covered by this contract shall be scheduled, during each twenty-eight (28) day schedule period, for a three consecutive day weekend off which shall consist of a Friday, Saturday, and Sunday.

Section 3. Seniority and scale of pay shall be determined from date of hire. (See above pay scale). An employee's date of hire shall be his/her first day on the payroll for the City of Ithaca.

ARTICLE 11

OVERTIME

Section 1. Employees shall be compensated at a rate of time and one-half (1½) for all hours worked in excess of eight (8) hours in one work day (with one-half hour paid lunch period included) and/or 80 hours per pay period. All overtime must be approved by the Chief of Police or his designee.

Section 2. For time spent in Court during an employee's off time, he shall be paid at the rate of time and one-half (1½) with a minimum of two (2) hours, he shall return witness fees and mileage paid to him over to the City.

Section 3. Employee(s) called back to duty during his normal off duty hours shall be paid at a rate of time and one-half (1½) with a minimum of two (2) hours.

Section 4. Where practicable, the Employer will attempt to schedule employees so that they shall have more than eight (8) hours off between scheduled shifts, unless the Employees and the Chief agree otherwise. In no event shall this Article be construed to require the scheduling of overtime for employees.

ARTICLE 12

HOLIDAYS

SECTION 1. The following days shall be considered holidays:

New Years Eve	Christmas Eve	Easter
New Years	Christmas Day	Memorial Day
Fourth of July	Labor Day	Thanksgiving
Employee's Birthday		

Section 2. Employee(s) shall receive eight (8) hours pay for each holiday whether worked or not.

Section 3. During the collective bargaining process, the City reported to the Union that it desired to schedule union employees off on each holiday listed above. The City further reported that an employee would be called in only in the case of extreme emergency as determined by the administration.

Section 4. In the event an employee is called in to work on a holiday, the employee shall receive pay at the rate of time and one-half for the hours worked in addition to the holiday pay specified in Section 2 of this Article for the equivalent of double and one-half (2.5) time.

ARTICLE 13

VACATIONS

Section 1. An employee(s) will earn credit toward vacation with pay in accordance with the following schedule during the calendar year for use after January 1st of the following calendar year.

Current Employee(s) 6/30/89 (Grandfathered)

1 year to 3 years 11 days per year

4 years to 5 years 12 days per year

Handbook Schedule for new employee(s) hired after 6/30/89:

<u>Service Years</u>	<u>Days Earned Per Month</u>	<u>Additional on Anniversary Date</u>	<u>Total</u>
1 - 2 years	1/2	0	6
3 - 4 years	1/2	3	9
5 - 8 years	1	0	12
9 - 15 years	1	5	17
16 - 20 years	1	7	19
21 + years	1	9	21

Section 2. Seniority will govern the choice of vacation periods subject to reasonable scheduling requirements of the Ithaca P.D.

Section 3. A vacation may be waived by an employee and the Employer by mutual agreement and extra pay received for work during that period provided, however, said payment is limited to one week.

Section 4. If an employee becomes ill and is under the care of a duly-licensed physician prior to his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

Section 5. If a regular pay day falls during an employee's vacation, he will receive his paycheck in advance before going on vacation. Should an employee change his vacation, he must make a request for his paycheck two (2) weeks before leaving, if he desires to receive it in advance.

Section 6. If an employee is laid off, retired or leaves the Department for other reasons, he will receive any unused vacation credit including that accrued in the current calendar year, and shall be compensated for same at his regular rate of pay.

Section 7. Employees will be paid their current rate based on their regular scheduled pay while on vacation and will receive credit for any benefits provided for in this Agreement.

Section 8. Employees may accumulate up to two (2) years vacation according to vacation schedule. (Section 1)

Section 9. The provisions for vacation leave do not apply to employee(s) with less than one hundred eighty (180) days service, but shall revert to the employee(s) date of hire on completion of probationary period. An employee's date of hire shall be his/her first day on the payroll for the City of Ithaca.

ARTICLE 14

FUNERAL LEAVE

Section 1. An employee shall be allowed three (3) working days, with pay, as funeral leave days, not to be deducted from vacation leave, for a death in the immediate family for the express purpose of arranging and attending the funeral. Immediate family is defined as follows: mother, father, brother, sister, spouse, son, daughter, step child, son-in-law, daughter-in-law, mother-in-law, father-in-law, or a member of employee's immediate household. Employees shall be allowed one (1) day, with pay, granted that the funeral is the same day as the shift to be worked, to attend a funeral of a relative. Definition of relative: aunt, uncle, grandson, granddaughter, niece, nephew, brother-in-law, sister-in-law, grandparents, and grandparents-in-law.

ARTICLE 15

SICK LEAVE/PERSONAL DAYS

Section 1. After the expiration of the probationary period, each employee shall accrue one sick leave day for each month of employment, up to a total of ninety (90) days. Sick leave days shall be accumulative from the date of hire. This accumulation may be used in whole or in part and will also accrue up to said ninety (90) days from year to year. Upon separation from the City by retirement; resignation; death or involuntary separation for other than gross misconduct, 50% of the sick leave up to forty-five (45) days, then accumulated will be paid to you or your beneficiary at your final rate of pay. (Maximum of forty-five (45) days). Days in excess of ninety (90) will not be accumulated but lost without compensation.

Any unit employee who uses three (3) sick days or less in the twelve month period of July 1st to June 30th (City fiscal year) will receive two (2) additional vacation days to be credited during the next fiscal year.

Section 2. Employees will be allowed to use three (3) Personal Leave Days each year with pay for personal business. Employee must give the Police Chief or designee 24 hours notice of intended use of a Personal Day. When on personal leave, the employee will be carried as personal leave and not as sick leave. Said personal day will not be deducted from the employee(s) sick leave bank.

ARTICLE 16

HOSPITALIZATION AND LIFE INSURANCE

Section 1. The hospitalization insurance program as constituted prior to this contract will be continued (Blue Cross-Blue Shield MFV-1), to include Master Medical.

Section 2. The City of Ithaca shall provide and pay for prescription benefit (\$2.00 co-pay) for each employee and family.

Section 3. The City shall furnish each employee with a life insurance policy in the amount of \$25,000.00 with AD&D.

Section 4. The City shall provide and pay for prescription optical and/or dental expenses incurred by an employee and family upon presentation of a receipt for bill evidencing same up to the rates designated in the following schedule: [7/1/95 - \$350; 7/1/96 - \$450; 7/1/97 - \$550].

Section 5. Effective January 1, 1994 the City will pay the 1993 premium rates plus a rate of inflation increase. Any premium increase that is above the rate of inflation will be a 50/50 cost share between the City and employee. At no time during the duration of this contract shall the employee's share of health insurance premium be above \$25.00 per month.

ARTICLE 17

RETIREMENT

Section 1. Retirement Plan B-1 contracted by the City with the Michigan Municipal Employees Retirement System (contract on file with the City Clerk's office) will be in full force during the life of this Agreement. All full-time employees are eligible for retirement coverage.

ARTICLE 18

SUPPLEMENTAL EMPLOYMENT

Section 1. Employees may engage in supplement employment if they so desire, provided however, that the following rules regarding such employment be complied with:

A. Request for permission to engage in supplemental employment shall be submitted to the Chief of Police in Writing, stating the proposed hours of work and the nature of the work. No supplemental employment will be permitted without prior approval, and such permission may be revoked by the Chief of Police.

B. Hours to be worked on supplemental employment shall be limited to not more than six (6) hours on any duty day and not more than ten (10) on any off-duty day. On certain occasions exceptions to this rule may be made, but only with prior approval of the Chief of Police.

C. It is understood and agreed that the first obligation of the employee(s) is to the City and supplement employment shall in no way conflict with regular assigned duties.

ARTICLE 19

UNIFORMS

Section 1. The City shall furnish the following uniforms to each employee and shall maintain repairs, replacements, uniform shall be cleaned no more than three (3) times per week.

4 long-sleeve winter shirts	1 winter cap
4 pairs of year round pants	1 summer cap
1 foul weather suit	2 ties
1 winter coat	1 set handcuffs
all weather goods & badges	1 Second Chance Vest
4 short-sleeve summer shirts	1 summer jacket

Section 2. The City shall pay to each officer seventy-five dollars (\$75.00) per year shoe allowance, such payment shall be in a separate check and paid December 1, each year.

Section 3. The City shall furnish the following to each employee:

- 1 protective body (protective vests) to be replaced at the article's date of expiration.
- 1 pair Kevlar lined gloves.

ARTICLE 20

TRAINING

Section 1. It is agreed and understood that whenever practical and economically feasible, the City shall provide as much training for each employee as feasible.

ARTICLE 21

WORKERS' COMPENSATION

Section 1. Each employee shall be covered by applicable Michigan Workers' Compensation Laws and as amended from time to time. Any employee who becomes injured during the performance of his duties shall report such injury immediately to his supervisor. If necessary, the employee shall report to a physician.

Section 2. An employee may apply prorated personal leave\sick leave time as to the difference between regular pay and that amount received from workers' compensation, to the extent of his unused personal leave/sick leave.

Section 3. When an employee is on workers' compensation, he shall not accrue sick leave.

ARTICLE 22

PROMOTIONS

Section 1. Promotions shall be made on the basis of a written and oral competitive test with a total score of one hundred percent (100%). The written test shall be administered by the Michigan Municipal League.

Section 2. Seniority will count a maximum one point for each year of service, with a total of maximum of five (5) points of five (5%) percent. An employee must have two (2) years of full time service to be eligible for the promotional test.

Section 3. The oral board shall be comprised of three (3) persons, one (1) of which shall be the Chief of Police, the other two (2) shall be qualified in a police related field or police officers with the rank of Sergeant or higher. The oral portion of the test shall be comprised of five (5) questions. Each question shall be worth five (5%) percent of the total score.

Section 4. Any rank above patrolman shall be filled within the confines of this Agreement within sixty (60) days after this Agreement is in effect.

Section 5. Any new rank and any rank above patrolman shall be filled in the above-described means within sixty (60) days of a formation of a new position or any vacancy in the existing position.

Section 6. An employee promoted to a management position shall have the option of returning to the bargaining unit with full seniority at any time before he completes one hundred eighty (180) days in the management position.

ARTICLE 23

LAYOFF AND RECALLS

Section 1. Definition of layoff, a reduction in the work force due to decrease of work or the limitation of funds.

Section 2. When there is a decrease in the work force, the following procedure shall be as follows:

A. Probationary employees shall be laid off of a unit wide basis, provided the employees with seniority can perform the available work as determined by the Chief of Police.

B. Seniority employees shall be laid off according to seniority on a unit wide basis provided that the employee with greatest seniority is able to perform the available work as determined by the Chief of Police.

Section 3. Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days notice of layoff. The Fraternal Order of Police representative shall receive a list of employees to be laid off on the same date the notices are issued to the employee.

Section 4. When the work force is to be increased after a layoff, employees will be recalled according to seniority, in reverse order of layoff, provided the employee with the greatest seniority is able to perform the work.

Section 5. If the position is still existing, the employee shall be returned to his prior classification. If not existing, he shall be returned to his prior classification when such position is open again.

Section 6. Notice of recall may be by telephone call, confirmed by certified mail to the employee's last known address.

Section 7. Length of time for recall, employees must respond within fourteen (14) days after receiving certified letter from the Employer. Recall rights shall expire three (3) years after layoff.

ARTICLE 24

FIREARMS

Section 1. All full-time employees of the Police Department who are sworn-in law enforcement officers shall be armed with adequate firearms and ammunition furnished by the City.

Section 2. Full-time employees may carry a firearm of their own choice subject to the approval of the Chief of Police, also a Second Chance firearm may be carried with the approval of the Chief of Police.

Section 3. Full-time employees shall be afforded the opportunity to attend a minimum of two firearm training sessions per year at a time and location as determined by the City. The City shall pay the cost of these firearm training sessions.

ARTICLE 25

LONGEVITY

Section 1. A longevity plan effective July 1, 1979, is part of this Agreement as shown. The employee shall receive longevity payments on the anniversary date of his employment and on each anniversary date thereafter as follows:

Three (3) years of service: \$200.00 each year. The payment shall be made on separate checks.

ARTICLE 26

AUXILIARY POLICE AND PART-TIME PERSONNEL

Section 1. The City may make use of auxiliary police and part-time personnel as per scheduled to supplement the work force, however, such use shall not be for the purpose of replacing regular, full-time employees, and in the event of layoffs, no full-time employee shall be laid off while auxiliary police and/or part-time personnel are employed.

ARTICLE 27

MAINTENANCE OF CONDITIONS

Section 1. Wages, hours and conditions of employment legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.

ARTICLE 28

MISCELLANEOUS

Section 1. The City will pay for a complete physical examination for each employee once each year.

Section 2. The City may adopt a drug and alcohol screening policy which allows for the testing of all employees. The parties agree to meet and determine the procedures applicable to the City's drug and alcohol screening policy within 30 days of the effective date of this Agreement. During negotiations, the union has proposed that the procedures utilized by the Eaton County Sheriff's Department be adopted by the City.

ARTICLE 29

SEPARABILITY AND SAVING CLAUSE

Section 1. In the event that any provisions of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE 30

EFFECTIVE DATES

This Agreement shall be in full force and effect on July 1, 1995, and expire at 12:00 midnight on June 30, 1998.

If the Union wishes to negotiate a new contract or portions thereof, it shall give written notice to the City at least one hundred twenty (120) days prior to the termination date of this Agreement.

FOR THE MICHIGAN POLICE
OFFICERS LABOR COUNCIL

FOR THE CITY

ReWallace 6/27/95 John Thomas 7/19/95

Brian Reel 6-30-95 John M. [Signature] 7/14/95

Bob W. Swan 7-10-95 [Signature] 7/14/95

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