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AGREEMENT

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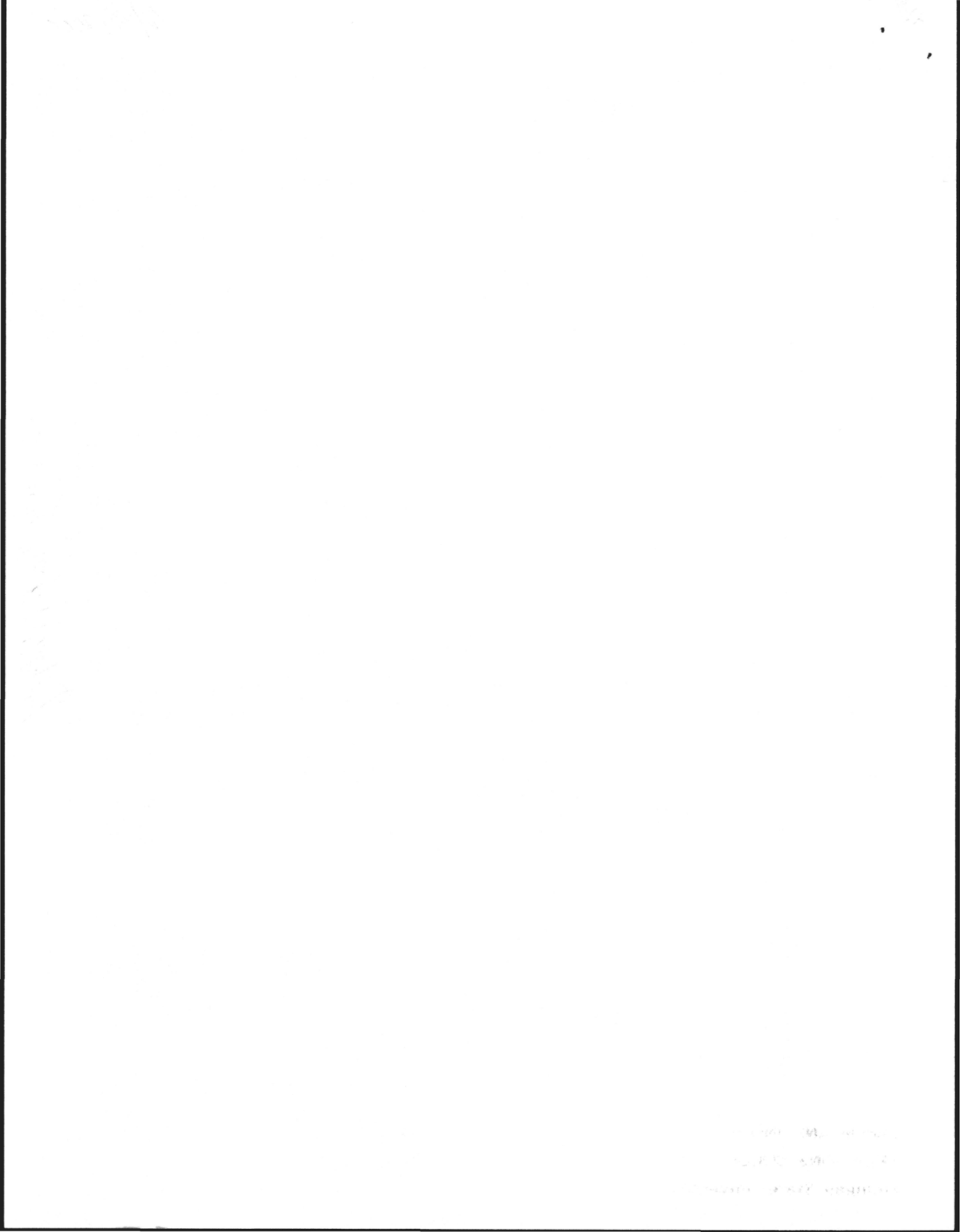
CITY OF SWARTZ CREEK

And

POLICE OFFICERS LABOR COUNCIL

July 1, 1997 - June 30, 2000

Swartz Creek, City of



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AGREEMENT
Between The
CITY OF SWARTZ CREEK, MICHIGAN
And The
POLICE OFFICERS LABOR COUNCIL

This agreement is entered into this 1st day of July, 1997, between the City of Swartz Creek, Michigan, a Municipal Corporation, hereinafter referred to as the Employer and the Police Officers Labor Council, hereinafter referred to as the "Labor Council.. It is the intent and purpose of this agreement to assure sound and mutually beneficial working and economic relationship between the parties hereto, and to provide a peaceful and orderly means of resolving any-misunderstandings which may arise and to set forth herein the basic and full agreement between the parties concerning the rates of pay, hours of employment, and other working conditions.

ARTICLE NO. 1 RECOGNITION

Section No. 1. Under the provisions of Act No. 379 of the Public Acts of 1965 of the State of Michigan, the Employer recognizes the Labor Council 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; provided, that any individual employee at any time may present grievances to his Employer and have the grievances adjusted, without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect, if the bargaining representative has been given opportunity to be present at such adjustment.

Section No. 2. The bargaining unit shall consist of all employees of the Swartz Creek Police Department exclusive of the Chief of Police, Command Officers assigned the rank of Sergeant or greater, any part-time officers, and any clerical employees working for said department.

ARTICLE NO. 2 MANAGEMENT'S RIGHTS

The City of Swartz Creek, on behalf of the Electors of the City of Swartz Creek, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of Michigan and by generality of the foregoing. the right:

Section No. 1. Of exclusive management and control of the governmental system, its property, facility, operations, and affairs.

Section No. 2. To hire employees, determine their qualifications, conditions of employment, dismissal, demotion, suspension, or layoff; to determine the number and scheduling of all employees; to promote or transfer all employees; to determine the size of the work force; and to assign duties to,

and to direct all employees. To permit other employees of the Police Department not included in the bargaining unit to perform bargaining unit work, when in the opinion of the City it is necessary for the conduct of municipal services, provided however, that the use of others shall not be for or with the purpose of eroding the work force.

Section No. 3. To determine services, supplies and equipment; to determine all methods and means of distributing, disseminating its services, methods, scheduling, and standards of operation; to determine the means, methods, and processes of carrying on its services and duties; and to determine any changes in all of the preceding, including innovative programs and practices.

Section No. 4. To subcontract bargaining unit work when an immediate and unforeseen emergency places demands which exceed the manpower capability of the Police Department. All other subcontracting shall be subject to collective bargaining.

Section No. 5. To determine the number and location or relocation of its facilities.

Section No. 6. To determine all financial practices and policies including all accounting procedures, and all other matters pertaining to public relations of the City of Swartz Creek.

Section No. 7. To determine the size of the management organization, its functions, authority, amount of supervision, and table of organization. To manage its affairs efficiently and economically, including the determination of quantity and quality of service to be rendered.

The reasonable and responsible exercises of the foregoing powers, rights, authorities, duty, and responsibilities by the City of Swartz Creek, the adoption of policies, rules, regulations, and practices and furthermore thereof and the use of judgment and discretion in connection therewith shall be limited only by this specific and express terms of this Agreement, and then only to the extent which specific and expressed terms and in conformance with this Constitution and Laws of the State of Michigan and the United States.

ARTICLE NO. 3 MANAGEMENT SECURITY

Section No. 1. The Labor Council agrees that during the life of this Agreement, they will not cause, encourage, participate in or support any strike against the Employer or any slow down or interruption or interference of services. Violation of the provisions of this Section shall be grounds for disciplinary action up to and including discharge.

ARTICLE NO. 4 LABOR COUNCIL SECURITY

Section No. 1. On and after the 31st day following the beginning of employment, any person included in the bargaining unit as defined in Article No. 1, Section 2, who is not a member of the Labor Council and who has not made application for membership, shall, as a condition of continued employment, pay to the Labor Council each month a service fee equivalent to the amount of dues uniformly required of members of the Labor Council.

Section No. 2. Bargaining unit employees who are members of the Labor Council shall as a matter of course, after thirty (30) days employment, as a condition of continued employment, pay to the Labor Council each month the dues which have been certified to the Employer by the Treasurer of the Labor Council.

Section No. 3. The Employer agrees to deduct the Agency shop fees and dues once a month. The amounts to be deducted shall be certified to the Employer, by the Treasurer of the Labor Council within thirty (30) days after such deductions are made.

Section No. 4. It is further agreed between the parties that in the event of litigation or claims against the Employer and/or the Labor Council arising from this Article or any prior maintenance or membership provision of an agreement between the Employer and the Labor Council, that the Labor Council shall defend, settle, or pay such claims or judgments arising from litigation, holding the Employer harmless therefrom.

Section No. 5. In the event it is subsequently determined by the Michigan Employment Relations Commission or a Court of competent jurisdiction that the Union dues or Agency Shop fees have been improperly deducted and remitted to the Labor Council, the Labor Council shall return such amounts to the individuals so affected.

ARTICLE NO. 5 SENIORITY

Section No. 1. Seniority shall not be affected by the race, sex, age, marital status, or dependents of the employee.

Section No. 2. The Labor Council shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, hours of employment, and other working conditions; provided, however, in the event of discharge, discipline, transfer, demotion or layoff of a probationary employee, the matter is without recourse to the grievance and/or arbitration procedure.

Section No. 3. The Employer will keep the seniority list up to date from time to time and will provide the Labor Council with a copy of said list.

Section No. 4. The probationary period shall be twelve (12) months continuous service from date of hire. The period of probation is expressly understood to be a part of the entrance requirements and that the appointee, as a permanent employee in the Department, is not established until completing the period of probation. Upon satisfactory completion of the twelve (12) month probationary period, seniority shall commence with the first date of employment as a full time police officer.

Section No. 5. During the probationary period each employee shall be credited with vacation and absent leave accrual as are provided for, but in no instance shall such benefits have any value whatsoever unless and until the employee completes his probationary period. In the event the employee completes his probationary period, such benefits shall be credited, as if earned, to the employee to be credited from the first day of hire. An employee failing to complete the probationary period for any reason whatsoever, including but not limited to, resignation, death, discharge, or layoff, shall not be entitled, nor be considered to have earned, to the value of any of the benefits he would have accrued had he satisfactorily completed his probationary period.

Section No. 6. An employee who has been promoted outside the bargaining unit shall retain his/her seniority earned while an employee within the bargaining unit and may return to the bargaining unit, seniority permitting, to his/her former position in the event of a layoff. Employees promoted outside the bargaining unit shall not continue to accumulate seniority within the bargaining unit.

ARTICLE NO. 6. LOSS OF SENIORITY

Section No. 1. He/she quits and/or resigns.

Section No. 2. He/she is discharged and the discharge is not reversed through the procedures set forth in this Agreement.

Section No. 3. He/she is absent for three (3) consecutive work days without notifying the Chief or acting Chief of Police. After such absence, the Employer will send written notification, by certified mail, to the employee at his/her last known address that he/she has lost seniority and the employment has been terminated.

Section No. 4. If he/she does not return to work when recalled from layoff as set forth in the recall procedure.

Section No. 5. Return from sick leave and leaves of absence will be treated as Section No. 3 above.

Section No. 6. The employee is laid off for a period exceeding his length of seniority or a two year period, whichever is shorter.

ARTICLE NO. 7 LAYOFF DEFINITION

Section No. 1. The word "layoff" means a reduction of the work force.

Section No. 2. If it becomes necessary for a layoff, the following procedure shall be mandatory:

A. Probationary employees will be laid off first, followed by seniority employees, with the least seniority employee being laid off first.

Section No. 3. All regular full-time employees to be laid off for an indefinite period of time will be given at least fourteen (14) calendar days notice of layoff. The Labor Council Steward will receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

Section No. 4. Full-time employees who are laid off shall be given first preference, by seniority, to all part-time work over other part-time employees.

ARTICLE NO. 8 RECALL PROCEDURE

Section No. 1. When the work force is increased after a layoff employees will be recalled according to seniority, in reverse order of layoff.

Section No. 2. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail, advising the employee of the date and time he/she is to report to work. Said notice shall provide a fourteen (14) day notice.

Section No. 3. If an employee fails to report for work as provided in the recall notice, he/she shall be considered a quit.

Section No. 4. Recall rights shall be subject to the provisions of Article 6, Section 6.

ARTICLE NO. 9 LABOR COUNCIL BARGAINING COMMITTEE

Section No. 1. The bargaining committee of the Labor Council will include not more than two (2) employees of the Employer and not more than one (1) non-employee representative of the Labor Council. Prior to any negotiation meetings between the Employer and the Labor Council, the Labor Council will furnish the names of all members of the bargaining committee to the Employer.

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

Section No. 3. In the event that negotiation meetings are held at the time when the 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. When computing overtime for such employees, normal working hours spent in negotiations will be computed just as though they were spent on duty.

ARTICLE NO. 10 MEETINGS

Section No. 1. Special meetings between the Employer and the Labor Council may be held at any time 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 NO. 11 REPRESENTATIVES

Section No. 1. One (1) Chief Steward and one (1) Alternate Steward shall be designated by the Labor Council for the purpose of processing grievances. The Alternate Steward shall act only in the absence of the Chief Steward.

Section No. 2. In the event that it becomes necessary for the Chief or Alternate Steward 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 NO. 12 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 and/or the Swartz Creek Police Department Rules and Regulations.

Grievance procedure time limits shall exclude Saturdays, Sundays, Holidays, and any day the City Offices are closed.

A. Grievance Procedure - Step One.

A grievance must be submitted in writing to the Chief of Police or his designee within fifteen (15) calendar days of the occurrence of the condition(s) giving rise to the grievance, or within fifteen (15) calendar days of the date the employee should reasonably have become aware of the conditions given rise to the grievance, whichever is later, in order for the matter to be considered grievable under this agreement.

The grievance shall be submitted on forms provided by the Labor Council, dated and signed by the aggrieved employee (s) and shall set forth the facts, dates and provisions of the agreement that are alleged to have been violated and the remedy desired. At the time the grievance is received, the Chief of Police or his designee shall sign and date a copy which shall be returned to the grievant and either Steward. A meeting shall be held if requested by either party.

The Chief of Police or his designee shall provide a written answer to the grievant, and/or either Steward within ten (10) calendar days.

In the event the written answer of the Chief of Police or his designated representative is unacceptable to the grievant, the grievance may be appealed in writing to the next higher step of this procedure. Any grievance not appealed within five (5) calendar days after such answer shall be considered as dropped by the Labor Council.

B. Grievance Procedure - Step Two

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

Within ten (10) calendar days of receipt of the grievance, the City Manager shall hold a meeting with the grievant and the Labor Council in an attempt to resolve the grievance. Only persons directly

related to the disposition of the grievance shall be present at the meeting. The grievance may be represented by either Steward and/or a Labor Council representative or a National representative. Representation of the Employer and the Labor Council shall not exceed two (2) each, not including the grievant. If the grievance affects more than one (1) employee, the Labor Council shall designate one employee as a representative of the group.

Within seven (7) calendar days following the conclusion of the meeting, the City Manager or his designee shall provide the grievant and either Steward with a written disposition of the grievance.

C. Grievance Procedure - Step Three

In the event of an unsatisfactory decision, the Labor Council may submit the grievance to arbitration within ten (10) calendar days following the conclusion of the Step Two answer. Written notice to the Employer shall constitute a request for arbitration.

The Employer and the Labor Council shall meet within seven (7) calendar 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 by either party or both parties to provide a panel of arbitrators pursuant to its rules then in effect. Parties shall attempt to select an arbitrator from this panel within ten (10) working days. If there is no selection from the list the Michigan Employment Relations Commission shall be requested to provide a second pane' of arbitrators. The parties shall attempt to select an arbitrator from this list within ten (10) calendar days. If there is no selection from the second list, the Michigan Employment Relations Commission shall appoint the arbitrator.

The rules of the Michigan Employment Relations Commission 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 Labor Council.

The arbitrator shall have no authority to add to or to subtract from, alter, change or modify any of the provisions of this agreement.

The arbitrator shall not substitute her/his judgment for that of the Employer where the Employer's judgment and actions are based upon reasonable cause and do not violate the written provisions of this agreement. The arbitrator may make no award which provides the employee compensation greater than would have resulted if there had been no violation

The Employer, in no event, shall be required to pay back wages for more than thirty (30) working days prior to the date the written grievance is filed. However, in the case of a pay shortage (other than one resulting from misclassification) of which the employee could not have been aware before receiving her/his pay, any adjustment shall be retroactive to the beginning of the pay period in which the shortage occurred, if the employee files her/his grievance within fifteen (15) calendar days after she/he becomes aware of such shortage. All claims for back wages shall be limited to the amount of wages the employee otherwise would earn less any unemployment compensation or new wages for personal services that she/he may have received during their regular course of employment for the period in question.

D. Restitution/Reinstatement

Should a decision be rendered at any step of the grievance procedure that the employee was unjustly discharged, demoted, suspended without reasonable and just cause, the Employer agrees to reinstate the employee to the employee's former position in effect on the day of discharge, demotion, or suspension. Computation for any back wages or benefits for suspensions or discharge in excess of thirty (30) days must include offsets for unemployment insurance, workmen's compensation and benefits received other than from City employment and wages earned with other employers during the period, as indicated in Step Three, above. A decision may be rendered to reinstate the employee without back compensation or benefit.

Failure of the grievant to appeal the decision within the specified time limits 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 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.

Notwithstanding any provision of Article No. 12, the Labor Council may commence any grievance not arising from the daily work routine directly with the City Manager level of the grievance procedure as provided in Article No. 12(B).

ARTICLE NO. 13 DISCHARGE AND DISCIPLINE

(a) The concept of the 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 serious infraction without instituting progressive discipline; provided further that in such instances nothing contained herein shall operate to deprive the employee of the grievance procedure.

(b) Notice of discharge or discipline. The Employer agrees promptly upon the discharge or discipline of any employee to notify in writing the Chief Steward or Alternate Steward of the discharge or discipline.

(c) The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the Chief Steward or Alternate Steward of the group and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request the Employer or his designated representative will discuss the discharge or discipline with the employee and the Chief Steward or Alternate Steward.

(d) Appeal of discharge or discipline. Should the discharged or disciplined employee(s) consider their discharge to be improper, the matter may be referred to the grievance procedure at (B) Formal Grievance Procedure.

(e) 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 eighteen (18) months previously.

(f) At such time as a written complaint against an employee is made and it is determined that discipline may result therefrom, the employee and the unit steward shall be furnished copies of said complaint. The information given to the employee and the steward shall be all information available including but not limited to the name and address of the complainant.

Notwithstanding the above, any information otherwise exempt pursuant to the Freedom of Information Act of the State of Michigan shall not be disclosed, and upon such being advanced by the Employer, the steward shall be advised of such and shall be advised of the nature of the information withheld. Nothing contained herein shall prohibit the employee to request information pursuant to the provisions of the Freedom of Information Act of the State of Michigan and upon such request the Employer shall respond pursuant to said Act.

ARTICLE NO. 14 WAGES

Section 1. From July 1 of each of the following years, the wages for employees hired prior to January 1, 1997 shall be as follows:

Years of Service	1997 Hourly Rate	1998 Hourly Rate	1999 Hourly Rate
Start	\$14.23	\$14.80	\$15.39
1st Year	\$14.88	\$15.48	\$16.10

Years of Service	1997 Hourly Rate	1998 Hourly Rate	1999 Hourly Rate
2nd Year	\$15.57	\$16.19	\$16.84
3rd Year	\$16.34	\$16.99	\$17.67
4th Year	\$16.82	\$17.49	\$18.19

From July 1 of each of the following years, the wages for employees hired after January 1, 1997 shall be as follows:

Years of Service	1997 Hourly Rate	1998 Hourly Rate	1999 Hourly Rate
Start	\$12.00	\$12.50	\$13.00
1st Year	\$13.98	\$13.50	\$14.00
2nd Year	\$14.00	\$14.50	\$15.00
3rd Year	\$15.50	\$16.00	\$17.00
4th Year	\$16.82	\$17.49	\$18.19

Section No. 2. Jury Duty. Employees selected for jury duty shall be immediately transferred to the day shift and be allowed time off from work to attend to such duties. Employees are expected to work the assigned shift or any part thereof whenever possible. Employees who serve on jury duty will be paid the difference between jury duty pay and regular pay. Remuneration received for mileage shall be retained by the employee.

ARTICLE NO. 15 OVERTIME

Section No. 1. Bargaining unit employees shall be compensated at a rate of one and one-half (1 1/2) times their regular hourly rate for all hours worked in excess of eight (8) hours in any one day over eighty (80) hours in one pay period.

Section No. 2. All hours worked in excess of those provided for in Section No. 1 above shall be considered overtime and shall be paid as such, provided however, that all such hours worked, to be compensable, shall first be approved by the Chief of Police. It is recognized by the parties that occasions shall arise wherein an employee, because of the circumstances, may not be able to secure

prior approval for overtime in which case payment therefore shall require the approval of the Chief of Police; however, he shall not unreasonably refuse to approve such payment.

Section No. 3. Overtime worked in excess of the limits stated above as a result of normal shift changes (Swing Shift) or as a result of authorized changes in days off, etc., shall be paid at the regular rate.

Section No. 4. There shall be two (2) hour minimum on call back paid at the rate of one and one-half (1 1/2) times the employee's base rate of pay, unless such call in time immediately proceeds or extends the employee's shift.

Section No. 5. Police command officers or, in their absence the City Manager or his designee may require bargaining unit employees to work overtime when necessary for efficient operations of the Department, such requirement shall not be unreasonably invoked.

Section No. 6. Volunteer overtime work at the Sports Creek Racetrack shall be limited to a maximum of two (2) shifts in any pay period during live racing.

ARTICLE NO. 16 HOLIDAYS AND HOLIDAY PAY

Section No. 1. All full-time employees covered by this Agreement shall receive eight (8) hours pay at their regular rate of pay for each of the listed holidays, irrespective of whether they work said holiday or not.

New Year's Day	Thanksgiving
Good Friday	Friday following Thanksgiving
Memorial Day	December 24th
July 4th	Christmas Day
Labor Day	December 31st
	Employee's Birthday

Section No. 2. If an employee works on any of the specified holidays then the employee shall be paid at one and one-half (1 1/2) times his regular rate of pay for hours worked, in addition to pay in Section No. 1 of this Article.

ARTICLE NO. 17 SICK AND ACCIDENT COVERAGE

Section No. 1. A sick and accident insurance policy shall be provided to each employee which shall provide for coverage commencing on the first (1st) day of hospitalization or the first (1st) day of an accident, or on the eighth (8th) consecutive day of sickness. Benefits will be paid in the amount of sixty (60%) percent of the employee's gross bi-weekly base salary not to exceed Eight Hundred Seventy-Five (\$875.00) Dollars in any bi-weekly period. Such sick and accident coverage will be provided without cost to the employee. Sick and accident benefits shall be determined upon the basis of the employee's rate of pay at the time of the inception of sick leave. Increases in salary as provided by this contract shall not operate to increase sick and accident benefits unless and until the employee shall have worked following the effective date of any such increase. During approved sick or disability leave, the employer shall continue to provide medical, dental, and life insurance only, for a period not to exceed six (6) months commencing from the date of accident or illness. After the employee is off duty on sick or disability leave for thirty (30) days, all other fringe benefits shall be discontinued during the remaining term of the leave and shall be pro-rated upon the employee's return to work. During the period of absence leave, the employee will continue to accumulate seniority for purposes of vacation selection and shift selection only, for a period not to exceed their length of seniority or two (2) years, whichever is shorter. Seniority accumulated while on short-term or long term disability shall not be credited toward retirement eligibility, vacation accrual or any other benefits. The employer shall not provide any economic benefits for any other types or categories of leave, including, but not limited to, education and military leave.

ARTICLE NO. 18 VACATIONS

Section No. 1. An employee will earn credit toward vacation pay in accordance with the following schedule during the calendar year for use after January 1 of the following calendar year.

Completed Years of Service	Earned Per Month	Annual Maximum
1-5	5/6 day	10 days
6-15	1.25 days	15 days
16+	1.67 days	20 days

Section No. 2. Employees who are entitled to a fourth week of vacation may receive payment in lieu of vacation for that period, if at the discretion of the Employer the vacation cannot be granted. These employees will be notified within ten (10) working days of their request for the fourth week of vacation, whether it will be granted in the form of vacation or in payment in lieu of vacation.

Section No. 3. Seniority will govern the choice of vacation period subject to the reasonable scheduling requirement of the Swartz Creek Police Department; however, the employee may be required to work all or part of the time the employee would normally have been on vacation. If vacation leave is unable to be rescheduled by the employer pursuant to application of the employee, the employee shall be paid for such leave as provided in this Article.

Section No. 4. Seniority shall govern the choice of vacation provided the senior employee makes his application of vacation before the end of the scheduling period. The scheduling period shall be eighty-four (84) days.

Section No. 5. Vacations shall not be in excess of eighty (80) hours unless no other employee makes an application for the time immediately following said eighty (80) hour period, in which case, time in excess of eighty (80) hours may be approved.

Section No. 6. The Chief of Police shall give employees a written explanation for any denial of vacation.

Section No. 7. 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 No. 8. If a regular pay day falls during an employee's vacation, during which vacation the employee will be off from work at least a minimum of forty (40) consecutive hours of vacation, excluding days off, the employee shall receive that paycheck in advance; provided, however, the employee has notified the City at least thirty (30) days in advance of the date of the payday falling within the employee's vacation.

Section No. 9. If an employee is laid off, retires, or dies, he or his beneficiary in the case of death, will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current year will have such credit deducted from his vacation the following year.

Section No. 10. Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this agreement.

Section No. 11. Vacation time shall not be taken in less than eight (8) hour blocks. An employee shall be paid for all vacation time amounting to less than eight (8) hour blocks at the end of each year.

Section No. 12. Employees may not accumulate and carry over any annual earned vacation from one calendar year to the next calendar year. Any unused vacation, except as provided in Section 11 above, shall be forfeited by the employee.

ARTICLE NO. 19 FUNERAL LEAVE

Section No. 1. Funeral leave hours pursuant to this Article are for the express purpose of arrangements and attendance at funeral. Approved leave hours pursuant to this Article shall not be deducted from the employee's absent or vacation leave.

Section No. 2. An employee shall be allowed to be off from work a maximum of four (4) consecutive work days with pay, per death, beginning with the day of death and terminating with the day of funeral, as funeral leave, for a death in the immediate family. The immediate family is defined as: the employee's Mother, Father, Brother, Sister, Spouse, Son, Daughter, Grandparents, Mother-in-Law, Father-in-Law, Grandparents of Spouse, or a member of the employee's immediate household.

Section No. 3. Employees shall be allowed to be off from work the time necessary, up to a maximum of one (1) work day with pay, to attend the funeral of a relative. Relative is defined as: The employee's Uncle, Aunt, Grandson, Granddaughter, Daughter-in-Law, Son-in-Law, Brother-in-Law, Sister-in-Law, Niece or Nephew.

ARTICLE NO. 20 ABSENT LEAVE

Section No. 1. All full time employees will be allowed to be absent from work ninety-six (96) hours during the calendar year. Such leave will be available to the employee on January 1 of each year; however, such leave will be earned at the rate of eight (8) hours per calendar month. Accordingly, absent leave will be pro-rated on all new hires, following completion of probation. Terminations, sick and accident leave, educational leave and all other absences will be pro-rated at the rate of eight (8) hours per calendar month of service.

Section No. 2. The use of such leave for purposes other than sickness may not be less than two (2) hours nor more than sixteen (16) consecutive hours. Further, such leave shall not be used to precede or extend vacation leaves.

Section No. 3. In the event of sickness, such leave may be used in whole or in part, provided however, if such leave exceeds twenty-three (23) hours, a doctor's certificate may be required stipulating the employee has been under his care and is able to resume working. And further, that an

employee on leave for sickness is to contact his immediate supervisor daily and/or advise of the type of illness and the expected length of absence.

Section No. 4. Any unused absent leave shall be paid to the employee with the first biweekly pay of the next calendar year. Payment will be based on one hundred (100%) percent of any unused absent leave on December 31 of each year not to exceed seventy-two (72) hours.

Section No. 5. Earned unused leave provided for in this Article shall be paid upon death, retirement, discharge or layoff of the employee. Payment will be based on one hundred (100%) percent of any unused absent leave on the last day of employment not to exceed seventy-two (72) hours. In the event of resignation, the provisions of Article 34 apply.

ARTICLE NO. 21 EDUCATIONAL LEAVE

Section No. 1. Employees who have acquired at least four (4) years of seniority and who desire to further their education in line with their employment, may be granted a leave of absence not to exceed two (2) years.

Section No. 2. Seniority will not accumulate during educational leaves.

Section No. 3. Such leave will be without pay and employees on such leave shall not derive any benefits from this agreement.

Section No. 4. Employees may at their own expense continue hospitalization and life insurance coverage offered by the Employer during educational leave, provided the insurance carrier approves.

Section No. 5. If the employee elects to continue the coverage listed in Section No.4 as a condition of continued coverage, the employee must pay six (6) months premium in advance to the Employer. Insurance coverage will be canceled upon any arrears of payment by the employee.

Section No. 6. Each application for educational leave must be submitted in writing at least six (6) months prior to the commencement of such leave, and shall include the amount of leave requested; the pursuit of study, and the institution whereat the employee intends to enroll.

Section No. 7. Written response from the Employer shall be given to all educational leave applications within ninety (90) days of receipt of such application.

ARTICLE NO. 22 HOSPITALIZATION, LIFE INSURANCE, AND FALSE ARREST INSURANCE

Section No. 1. The Employer agrees to pay the full premium for all full time employees' hospitalization medical coverage for the employee and his or her immediate family (spouse and dependent children), the plan to be Blue Care Network BCN-5 with a \$10.00 office and a \$10.00 prescription co-pay, said co-pay to be paid by the employee. A benefit summary for the BCN-5 plan for the City of Swartz Creek Police is attached hereto as Exhibit A and fully incorporated herein by reference.

Section No. 2. The employer will reimburse the employee for the co-pay amount provided for in Section 1 of this Article (\$10.00 for office calls, \$10.00 for prescriptions), to the extent such co-pays are incurred by the employee and/or his/her immediate family so covered by the City plan, up to a maximum of One Hundred (\$100.00) Dollars per year, per employee, per contract year. Reimbursement will be made semi-annually on December 1 and June 1, per employee, and only for those costs incurred within the contract year. Reimbursement shall be subject to employee submission of [a] paid receipt[s] indicating the name of the provider, the name of the patient, a date and description of the service provided, and the amount paid by the employee. It shall be the responsibility of the employee to hold and maintain receipts until he/she elects to submit for reimbursement.

Section No. 3. The employer will pay one hundred (100%) percent of the premium determined at the time of retirement for hospitalization medical coverage for members of the bargaining unit who are retired and the person who is such retiree's spouse at the time of said retiree's retirement, but only during such time as said person remains said retiree's spouse, the plan to be BCN-5 for City of Swartz Creek retirees. Any increase in premiums after retirement must be paid by the retiree. Such coverage will be provided for the retiree commencing on the date of the retiree's retirement, provided the retiree has twenty-five (25) years credited service in the MERS retirement plan and has attained the age of fifty-eight (58) years. Such coverage will continue until the earlier of: (1) the month said retiree attains the age of sixty-five (65) years; or (2) the death of such retiree. No coverage will be provided, however, for a spouse who is eligible for Medicare benefits. The employer will also provide such retiree with hospitalization medical coverage which has a zero (0) dollar or any other minimal amount co-pay, so long as the retiree agrees to pay the additional premium charge for such benefit and if such benefit is available through the hospitalization and medical coverage provider. A benefit summary for the BCN-5 plan for the City of Swartz Creek police retirees is attached hereto as Exhibit B and fully incorporated herein by reference.

In the event the retired employee becomes employed by another employer, and is eligible for medical coverage, the retired employee must accept such coverage in lieu of retirement coverage provided by the City of Swartz Creek. If, or when, the retired employee elects to terminate this employment, he/she would again become eligible for coverage relative to this agreement and according to rules set forth pursuant to this Section, or by the City provider. If the retired employee

should retire again, and medical coverage is offered, the retired employee must accept this coverage in lieu of coverage offered by the City of Swartz Creek. The City of Swartz Creek retains the right to verify employment and the availability of medical insurance.

Section No. 4. Should a full time employee desire Blue Cross-Blue Shield Comprehensive Hospital with semi-private room with Rider D-5NM, F & SA with MVF-1, riders RC & SD, Prescription Program - \$3.00 Co-Pay, BC-65 Option 1 and Bs Option I (PDP & PDEL); with Master Medical Option I (4792-8) and Master Medical 65 2258 (17-9) and should sufficient number of employees choose this plan to enable the City of Swartz Creek to continue to purchase such coverage, then the Employer agrees to pay the premium or an amount equal to the amount of premium paid in Section No. 1 above, whichever is smaller. Any additional cost above the amount paid by the Employer shall be deducted from the employee's pay. Deduction will be made on a monthly basis. The employee deduction program will commence July, 1988.

Section No. 5. The Employer shall provide, at its sole cost for all full time employees, a 75/25 dental plan identified as follows: Group Dental Benefit Basic Certificate #4677-1.

Section No. 6. The Employer agrees to pay the full premium of term life insurance plan for each employee, face value maximum of \$20,000.00 double indemnity.

Upon retirement each employee, at his cost, may continue all or a part of such coverage as may be available at the time of retirement. The employee may pay such costs directly or through the Employer in which event the employee shall deposit with the Employer in advance, premium costs in six (6) month increments. The retiree herewith holds the City harmless from any and all claims arising from his failure to deposit said premiums as provided above.

Section No. 7. The Employer shall provide, as a part of general City coverage, false arrest insurance and shall continue to do so as long as such insurance is available and is economically feasible.

Section No. 8. The City agrees to pay, pursuant to the provisions of each Section of this Article, the medical, dental, and life insurance benefits for each month the seniority employee is actively at work. In the event the employee is unable to work due to job-related sickness or injury, the City agrees to pay the medical, dental and life insurance only, for an employee who is unable to work due to a job-related sickness or injury for a period of twenty-four (24) months.

After the employee is off duty due to a job-related sickness or injury for ninety (90) days, all other fringe benefits shall be discontinued during the remaining term of the leave and shall be prorated upon the employee's return to work.

During the period of duty disability, the employee will continue to accumulate seniority for a period not to exceed their length of seniority or two (2) years, whichever is shorter.

Section No. 9. Life insurance, dental insurance and hospitalization for employees hired after January 1, 1997 will become available, within the provisions of this contract, commencing on the ninety-first (91st) day after the date of hire. A new employee may opt to join life, dental or hospitalization plans for their first ninety (90) days of employment, and within the provisions of this agreement, provided they reimburse the City for actual costs. The City reserves the right to set the terms of payment.

Section No. 10. Cash Option. An employee, after verifying to the employer that he/she is covered by health insurance through his/her spouse, may elect not to participate in the health insurance plan currently offered to employees in the bargaining unit. In such event, those employees who elect not to participate in such plan shall be paid the sum of Twenty Dollars and 83/100 (\$20.83) for each month the employee does not participate in such plan, which shall be paid annually on the first (1st) pay period in June.

If an employee elects not to participate in the health insurance plan, he/she will not be allowed to re-enter the plan until the regular scheduled enrollment period. However, if any employee loses health insurance coverage through his/her spouse, the employee will be allowed to re-enter the health insurance plan offered by the employer on the first (1st) day of the succeeding month after verifying said loss of coverage to the employer.

ARTICLE NO. 23 RETIREMENT

Section No. 1. Retirement Plan B-3 contracted by the Employer with the Michigan Municipal Employees Retirement System, contract on file in the City Clerk's office of the Employer, will be in full force during the life of this agreement. All full time employees are eligible for retirement coverage.

Section No. 2. The parties agree to a temporary ninety (90) day early retirement window period. The City, during the period commencing April 1, 2000 and ending June 30, 2000 will temporarily adopt benefit program F-55 with a required credited service of twenty-five (25) years.

ARTICLE NO. 24 LONGEVITY PAY

Section No. 1. Longevity pay will be paid to all employees according to the following schedule based on the years of service as an employee:

5 to 8 years	2%
8 to 11 years	4%
11 to 14 years	5%
14 years or more	6%

Section No. 2. The above longevity pay will be paid only once a year, the last pay in October of each year, and will be paid for the year beginning October first through September thirtieth, on the base pay, overtime pay, and absent leave received by the employee during the specific period. Payments will be made with a separate check.

Section No. 3. In order to become eligible for the first level of longevity pay and subsequent higher levels, an employee must have a full five (5) years of service and will be prorated by anniversary date of the year in which the longevity is to be paid. To be eligible for the higher level, the employee must have eight, eleven, or fourteen years, as the case may be by the employee's anniversary date of the year in which the longevity is to be paid.

Section No. 4. In the case of the death of the employee, retirement or resignation with a minimum of two (2) weeks notice, longevity payment will be made on a prorated basis.

ARTICLE NO. 25 SUPPLEMENTAL EMPLOYMENT

Section No. 1. Supplemental employment is defined as any employment other than with the City of Swartz Creek.

Section No. 2. Employees may engage in supplemental employment if they so desire; however, for law enforcement/security employment, the following rules regarding such employment shall apply:

A. Request for permission to engage in supplemental law enforcement/security employment shall be submitted to the Chief of Police, in writing, stating the proposed hours of work and the nature of the work. No law enforcement/security supplemental employment will be permitted without prior approval of the Chief of Police. The Chief of Police shall advise, in writing, if the request for supplemental law enforcement/security employment is approved or denied. The Chief shall, in the event of denial, state the reasons for such denial.

B. The Chief of Police, at any time, may revoke permission for law enforcement/security employment and require the employee to terminate his supplemental employment.

Section No. 3. For supplemental employment other than law enforcement/security employment, permission from the Chief of Police is not required; however, the employee must advise the Chief of Police, in writing, as to the nature of the work, the place of employment, and hours of work; however, the Chief of Police, at any time, may require the employee to terminate his supplemental employment, but in no case shall the Chief of Police terminate the supplemental employment without advising the employee in writing of said reason for termination.

Section No. 4. Hours to be worked on supplemental employment, either law enforcement/security or other, shall be limited to not more than eight hours of any duty day and not more than twelve hours on any off-duty day.

Section No. 5. It is understood and agreed that the first obligation of the employee is to the employer and supplemental employment shall in no way conflict with regular assigned duties.

Section No. 6. No employee shall be required to terminate his supplemental law enforcement/security employment or other supplemental employment without reasonable and just cause.

ARTICLE NO. 26 FIREARMS

Section No. 1. All full time employees of the Swartz Creek Police Department who are sworn law enforcement officers, shall be armed with one (1) 9mm Sig. Saver semi-automatic handgun P226. Purchase of such weapons shall be the responsibility of the Employer, and the Employer shall retain ownership of the weapons.

ARTICLE NO. 27 UNIFORMS AND EQUIPMENT

Section No. 1. The Employer shall provide for the care, cleaning, and supplying of four (4) sets of uniforms, as prescribed by the Chief of Police.

Section No. 2. The Employer shall have the exclusive right to select and authorize for use all department equipment. Said equipment as determined by the Employer shall be purchased by the Employer.

**ARTICLE NO. 28 REPLACEMENT OF DAMAGED OR DESTROYED PERSONAL
PROPERTY**

Section No. 1. The Employer agrees to pay for the repair or replacement of damaged or destroyed personal property, as specified below; provided such property was damaged or destroyed in the course of employment while the officer was on duty.

The City's liability is limited to the following specified items and to the extent of the dollar amount shown:

ITEM	DOLLAR AMOUNT
Prescription Eye Glasses or Contact Lens	\$150.00
Hearing Aids	\$350.00
Dentures	\$150.00
Watches	\$ 50.00

Section No. 2. The burden of proof of such damaged or destroyed property shall be borne by the individual police officer and shall be duly reported on the Officer's Daily Report. Requests for reimbursement of damaged or destroyed property shall be submitted in writing to the Chief of Police within one (1) working day after occurrence.

Section No. 3. The City shall not be responsible for the loss or theft of an employee's personal property which has been brought to work.

ARTICLE NO. 29 WORKMEN'S COMPENSATION

Section No. 1. Each employee shall be covered by applicable Michigan Workmen's Compensation laws as amended from time to time. Any employee who becomes injured or suspects injury as a result of the performance of their duties shall immediately report such injuries or suspected injuries to their supervisor and to follow city policy with respect to on the job injury.

Section No. 2. During the period that an employee is entitled to Workmen's Compensation benefits, he shall receive supplemental compensation equal to one hundred (100%) percent of the difference between said Workmen's Compensation benefits and his normal net pay.

Section No. 3. Supplemental compensation shall be continued for a maximum of twenty-six (26) weeks after which time any request for an extension shall be referred to the City Manager for review and decision.

ARTICLE NO. 30 BULLETIN BOARDS

Section No. 1. The Employer shall provide space on a bulletin board at the Swartz Creek Police Department for the posting of notices, information, etc., by the Labor Council.

ARTICLE NO. 31 VALIDITY

Section No. 1. In the event that any section or article of this agreement shall be declared invalid or illegal, such declaration shall, in no way, effect the validity or legality of the other sections or articles.

Section No. 2. It is recognized by the union and the employer that the employer is subject to State of Michigan and federal statutes and regulations, and the parties agree that the employer shall not be required to comply with any provision of this contract which is in violation of or contrary to any state or federal statute unless it has been declared by an appropriate court or administrative agency that the conflicting provision(s) of this contract supersedes or takes precedence over the conflicting state or federal statute.

ARTICLE NO. 32 DUES DEDUCTION

Section No. 1. The Employer shall deduct dues upon receipt of authorization of individuals who shall sign forms cards to be supplied by the Labor Council. The Employer shall forward to the Director of the Labor Council such deductions each month following the month of deduction.

ARTICLE NO. 33 USE OF PART-TIME OFFICERS

Section No. 1. Scheduling shall be arranged in such a manner that, considering the need of the Department and circumstances as they may exist or arise the use of part-time officers shall be kept at a minimum use. Whenever possible, in view of circumstances as they exist or may arise, use of part-time officers shall be on a regular schedule and if possible, shall not affect regular schedules of full-time officers.

Section No. 2. Scheduling and use of part-time officers for work at the Sports Creek Race Track shall not be subject to the provisions of Section No. 1 above. Scheduling or use of part-time officers at the Sports Creek Race Track shall only be subject to the following condition:

Any manpower needs which cannot be filled with full time employees on regular duty hours or by volunteer overtime of full time employees as provided in Article 15, Section 6, may be filled with part-time employees.

ARTICLE NO. 34 RESIGNATION

Section No. 1. In the case of resignation an employee shall not be entitled to the payment of accrued benefits unless said employee shall have given the Employer, in writing, two (2) weeks prior notice of the effective date of resignation. It is not intended nor shall this section or any other section be interpreted to mean that any other notice shall be sufficient.

ARTICLE NO. 35 PROMOTIONAL PROCEDURE

Section No. 1. The following promotional Procedure shall apply only to detective, sergeant, detective sergeant, and corporal.

Section No. 2. A written examination and oral interview shall constitute the testing procedure as follows:

- A. The written examination shall be obtained from the Michigan Municipal League.
- B. The City shall post, in the Police Department, a Notice of Intent and sign-up sheet to hold a written examination. Said notice and sign-up sheet shall be posted for a period of twenty-one (21) calendar days.
- C. Bargaining unit employees shall sign-up to take the test within the twenty-one (21) day period. Bargaining unit employees who do not sign-up within the twenty-one (21) day period shall be ineligible to participate in the written examination or oral interview.
- D. Following the twenty-one (21) day sign-up period, the City shall order test study bibliography from the Michigan Municipal League. Such study bibliography as received from the Michigan Municipal League shall constitute fulfillment of the City's obligation regarding study bibliography.
- E. The Chief of Police shall notify by posting a notice in the police office, that Municipal League study bibliography is available at the office of the Chief of Police.

F. The Michigan Municipal League written examination shall not be given sooner than fourteen (14) calendar days (paragraph E above) following the posting of the notice that study bibliography is available.

G. The Chief of Police shall post, in the Police Department a notice of the date, time, and location where the written test shall be given. Said notice shall be posted for a period of seven (7) calendar days preceding the test date.

Section No. 3. The following shall constitute those eligible to test for the position:

A. Full time Swartz Creek police officers that have two (2) continuous years of seniority within the Department.

B. If less than two (2) Swartz Creek police officers (one or none) that have two (2) continuous years of seniority within the Department pass the written and oral examinations as defined in this Article, the City may consider candidates from outside the Department, provided, they have been certified police officers continuously for two (2) years prior to setting for the examination.

Section No. 4. The City of Swartz Creek shall obtain the examination from the Michigan Municipal League. The examinations shall be kept sealed and in a safe place until the date and time of the examination. The examination package shall be opened in the examination room and distributed. In the event insufficient examination materials have been sent from the Michigan Municipal League to allow all persons to take the examination because of a lack of examination materials, the examination shall be rescheduled when a sufficient number of examinations are obtained in which case Section 2,G shall apply.

Upon completion of the examination, all test papers shall be placed in sealed containers and returned to the Michigan Municipal league for scoring. Upon return of the test scores the City shall notify in writing all applicants of their score.

No one shall leave the testing room until he/she has completed the examination and returned the examination to the person conducting the examination, unless excused by the person administering the examination. Unexcused persons will be disqualified from further participation in the promotional procedure.

Section No. 5. Scoring of the written examination shall be performed by the Michigan Municipal League, a passing score of the Michigan Municipal League Standard Score of 70 is required to proceed to the oral interview.

Section No. 6. Following the written test, oral interviews will be conducted. The City shall choose all of the members of the Oral Board. Its appointees shall be persons not employed by or associated with the City, who are police officers or who work in related fields, who hold, at least, the functionally equivalent rank to the one for which employees are being tested, and who are not all of the same rank or position.

The Chief of Police shall notify persons to be interviewed by posting in the Police Department a notice of the time, date, and place of the oral interview.

Section No. 7. The Oral Interview Board shall rank each applicant by assign points on a one (1) to one hundred (100) point basis. A passing score of seventy (70) points is required for the applicant to have passed the Oral Interview Board. Persons receiving less than a score of 70 from the Oral Board shall not be considered to be eligible for promotion.

Section No. 8. Additional points for seniority with the Swartz Creek Police Department shall be added as follows:

A. One-half ($\frac{1}{2}$) point shall be added to the combined written and oral interview score for each full calendar year of service in the Swartz Creek Police Department with a maximum of five (5) such points.

Section No. 9. The Oral Interview Board, after all interviews have been held and scored, shall prepare a compilation of the composite scores by adding the written test score, the oral interview score and seniority points. The Board shall issue a certification list of those persons who are eligible for promotion.

Section No. 10. The City shall select for promotion the individual who has the highest composite score; provided, however, the individual must have attained a minimum score of 70 on the written examination and 70 on the oral examination. The Chief of Police shall appoint the person in those instances where the top candidates have identical scores.

Section No. 11. To be considered for promotion, a police officer must have two continuous years of seniority within the Department and have passed the written and oral examinations. If two or more employees are eligible, the appointment shall be from within the Department. If less than two employees are eligible (one or none), the City may consider candidates from outside the Department, provided they have been certified police officers continuously for two years prior to sitting for the examination and have passed the written and oral examinations.

Section No. 12. The City shall maintain for a two (2) year period from the date of certification, a list of those individuals eligible for promotion.

Section No. 13. Employees hired after July 1, 1987, shall, as a condition of promotion, become residents of the City within one year after being promoted. Persons employed as police officers before the aforementioned date are exempt from this requirement.

ARTICLE NO. 36 COURT TIME

For the time spent in any legal proceeding by an Employee during his off duty hours, providing said proceeding is the result of, or arises from, the performance of such Employee's duties as a police officer, the Employee shall be compensated at time and one-half (1 ½) his normal rate of pay for a minimum of two (2) hours. For purposes of this Article, a legal proceeding shall be defined as any of the following:

1. Time spent in Federal or State Court, under subpoena or Court order;
2. Time spent in attending implied consent hearings, under notice of hearing;
3. Time spent in responding to a subpoena for the taking of depositions;

Employees shall report for said legal proceedings in uniform when notified to do so by the City or Assistant Prosecutor in charge of the proceedings.

When an Employee is required to attend a legal proceeding during a regularly scheduled work day, he will be compensated at straight time, however, any Employee called to appear at any legal proceeding immediately prior to or immediately subsequent to a normal work shift shall be paid at time and one-half (1 ½) his normal rate of pay only for the time actually worked before or after the Employee's scheduled work shift. Off-duty hours, for the purpose of this Article shall not include those hours when an Employee is drawing sick or injury pay.

All subpoena fees received by the Employee shall be submitted to the City; mileage fees received by the Employee shall be submitted to the City whenever transportation has been furnished by the City. An Employee required to travel outside Genesee County in response to a subpoena or Court order shall be provided with a City vehicle, if one is available. In the event no City vehicle is available, the Employee shall be responsible for providing his own transportation for which he shall be compensated at the rate of ten (\$.10) cents per mile, both ways.

It is understood that the above provisions do not apply where the Employee is called by the Union as a witness in a legal proceeding against the City or where the Employee is an adverse party in interest to the City.

ARTICLE NO. 37 DEFERRED COMPENSATION

Section No. 1. Employees, at their option, may choose to participate in the Preferred Employment Retirement Trust Deferred Compensation Plan; provided, the employee submits a signed document, acceptable to the City, holding the City harmless from all responsibility regarding the employee's personal funds which have been withheld through payroll deduction.

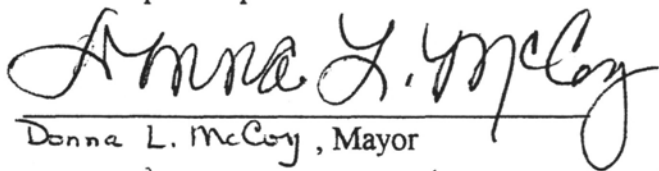
ARTICLE NO. 38 TERM OF CONTRACT

Section No. 1. It is understood and agreed by both parties that this agreement entered into on this first day of July, 1997, shall be in effect through June 30, 2000.

This Agreement shall automatically be renewed from year to year unless either party shall notify the other in writing not less than ninety (90) days prior to its expiration of their desire to modify or alter the Agreement. If such notification is given, this Agreement shall remain in full force and effect until such time a new agreement is executed.

CITY OF SWARTZ CREEK, MICHIGAN
A Municipal Corporation

POLICE OFFICERS LABOR COUNCIL



Donna L. McCoy, Mayor

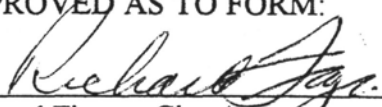
Jerry Caster, Field Representative
Police Officers Labor Council



Robene D. Kelly, City Clerk

, Bargaining Team

, Bargaining Team

APPROVED AS TO FORM:


Richard Figura, City Attorney

DATE: 7-14-97

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, Mayor

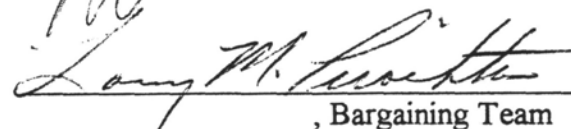


Jerry Caster, Field Representative
Police Officers Labor Council

, City Clerk



, Bargaining Team



, Bargaining Team

APPROVED AS TO FORM:

Richard Figura, City Attorney

DATE: _____