

6440

6/30/2002



AGREEMENT
between the
CITY OF KEEGO HARBOR
and
POLICE OFFICERS LABOR COUNCIL
July 1, 1998 to June 30, 2002

Keego Harbor City of

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AGREEMENT

Section 1. This Agreement entered into on February 17, 2000, between the City of Keego Harbor (hereinafter referred to as the Employer') and the Police Officers Labor Council (hereinafter referred to as the "Union").

ARTICLE 2 PURPOSE AND INTENT

Section 1. The general purpose of this agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

Section 2. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

Section 3. To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 3 RECOGNITION

Section 1. The Employer recognizes the Police Officers Labor Council as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for all of its full-time police officers excluding, the Chief of Police, Police Sergeant, part-time police officers, and all other employees of the City, pursuant to and in accordance with all applicable provisions of Act 379 of Public Acts of 1965, as amended.

ARTICLE 4 UNION SECURITY AND CHECK-OFF

Section 1. The Employer agrees to deduct the Union membership dues each month from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Union; and the aggregated deductions of all employees shall be remitted together with an itemized statement to the Union by the 15th of the (current/seceding) month, after such deductions are made. This authorization shall be irrevocable during the term of this agreement.

Section 2. Authorization for Payroll Deduction.

BY

LAST NAME	FIRST NAME	MIDDLE
-----------	------------	--------

TO

EMPLOYER	DEPARTMENT
----------	------------

Effective Date

I hereby request and authorize you to deduct from my earnings once each month, an amount established by the Union as monthly dues. The amount deducted shall be paid directly to the Police Officers Labor Council. This authorization shall be irrevocable during the term of this agreement.

Section 3. Union Security Clause. Each employee who, on the effective date of this agreement, is a member of the Union shall, as a condition of employment, maintain his membership in the Union. Each employee hired on or after the execution of this agreement, shall, as a condition of employment, become a member of the Union thirty (30) days after his hiring date or the effective date of this agreement, whichever is later, and maintain membership in the Union. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

Section 4. Exception to the above conditions, however, shall require that any employee may exercise their choice of the following alternate condition. In lieu of Union membership, any employee shall pay the Union a monthly service charge equal to the current monthly dues assessment. This contribution is to be construed as a donation toward the administrative cost of the agreement. Employees who fail to comply with this condition shall, be discharged within thirty (30) days after receipt of written notice of such default delivered to the Employer by the Union. Provided, however, that this requirement as to employees applies only to those employees within the classifications noted in Article 1.

ARTICLE 5 MANAGEMENT RIGHTS

Section 1. The right to hire, promote, lay-off, discharge or discipline for just cause and to maintain discipline and efficiency of employees, is the sole responsibility of the Employer, except that Union members shall not be discriminated against. In addition, the promotion, the work schedules, reasonable methods and means of the City and departmental operations are solely and exclusively the responsibility of the Employer, except as may be amended herein.

ARTICLE 6 WORK SCHEDULES

Section 1. Work schedules showing the employees' shifts, work days and hours shall be posted on all departmental bulletin boards at all times and the Union will be notified of any changes in the posted schedules.

Section 2. Shifts established by the Department shall be subject to bid by members of the unit commencing March 1, 2000. Shifts shall be re-bid every six months. No member of the unit shall work the same shift on two consecutive six-month periods. Shifts will be awarded based upon seniority.

ARTICLE 7 LEAVE OF ABSENCE

Section 1. Eligibility Requirements. Seniority employees (non-probationary) shall be eligible for leaves of absence.

Section 2. Application of Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Chief of Police or the City Manager. The request shall state the reason the leave of absence is being requested and the length of time. Approval may be given by the Chief of Police and the City Manager and shall not exceed thirty (30) days, and additional leave of absence for ninety (90) days may be granted if so warranted. A request for a leave of absence shall not be unreasonably denied. All leave of absences that are approved shall be served without pay unless leave days are available from vacation and/or personal leave banks.

Section 3. In addition to accruing seniority while on any leave of absence granted under the provisions of this agreement, employees shall be returned to work according to seniority.

Section 4. Sick Leave. Employees shall be allowed to carry over unused sick leave time during the year to the following fiscal year, but the accumulated total carried over of such time shall not exceed 100 days. Employees shall be paid for fifty percent (50%) of sick leave time not used over 100 days. Employees shall be eligible for sick leave after 30 days service with the Employer. Employees shall not use more than their accumulated sick leave days.

- A. A total of 12 sick leave days will be allowed to accrue to the credit of each Employee per year. (One day per month shall accrue).
- B. Sick leave shall not be considered a privilege which an employee may use at his discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee.
- C. A certificate of illness or injury from a physician of the City Manager's choosing may be required as evidence of illness or disability before compensation for the illness or disability exceeds three (3) working days. Abuse of sick leave privilege will result in disciplinary action, up to and including discharge.
- D. Sick leave will not be allowed when abuse is due to the use of intoxicant, willful misconduct or illness or injury due to the self-employment or employment by anyone other than the City.
- E. Employer may, if it so elects, after all sick leave has been used, grant the use of vacation leave with pay to the extent of accrued vacation time.
- F. A twenty-five percent (25%) payout of unused sick time for death, retirement or disability retirement will be made per Personnel Rules.

ARTICLE 8 LAYOFF AND RECALL

Section 1. If it is necessary to lay off personnel because of lack of funds, the following procedure shall be followed:

Section 2. Anyone to be laid off shall receive a written notice of at least thirty (30) days of any pending layoffs.

- A. All part-time and temporary employees shall be laid off first.
- B. Next, probationary personnel will be laid off.
- C. When it is necessary to lay off members of the bargaining unit, the member with the lowest seniority will be laid off first.
- D. The next lowest seniority person will be laid off next, etc., etc.

Section 3. No one shall be hired either part-time, temporary or otherwise until all those who have been laid off have been brought back.

Section 4. Employees last laid off will be first to be called back.

Section 5. Seniority shall be retained by any laid off employee for a period of two (2) years or for a period of months equal to the months worked on the department before being laid off or whichever is less.

ARTICLE 9 SENIORITY

Section 1. All new employees of the police department shall be regarded as probationary employees for the first 365 days of their employment. Upon completion of the probationary period, all regular employees shall be granted seniority ranking from the date of hire. All probationary employees may be terminated from their employment for any reason or no reason at all.

Section 2. Seniority shall be determined by the employees' length of service in their classification while in the department. Time spent on authorized leaves, and time lost because of duty connected disability shall be included in total seniority. The re-employment rights of employees and probationary employees who are veterans will be limited by applicable laws and regulations.

Section 3. Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.

Section 4. The seniority list on the date of this agreement will show the names and job titles of all employees of the Union entitled to seniority.

Section 5. The Employer will keep the seniority list up to date at all times.

Section 6. Choice of vacations shall be on a departmental seniority basis.

Section 7. Loss of Seniority. An employee shall lose his seniority for the following reasons only:

- A. He resigns.
- B. He is discharged and the discharge is not reversed through the grievance procedure.
- C. He is absent without leave for a period of three (3) consecutive working days without notifying the Employer. In proper cases, exceptions may be made by the Employer. After such absence, the Employer will send written notification to the employee at his last known

address that he has lost his seniority and employment has been terminated. If the disposition is not satisfactory, the matter may be referred to the grievance procedure.

- D. If he does not return to work from sick leave and leaves of absence within three (3) regularly scheduled working days.

ARTICLE 10 SUPPLEMENTAL AGREEMENTS

Section 1. All supplemental agreements shall be subject to the approval of the Employer and Police Officers Labor Council. All such agreements shall be reduced to writing with all parties signing the agreement. It shall then be attached to the contract and made a part thereof.

ARTICLE 11 ON THE JOB INJURY

Section 1. After the first seven (7) days of disability, an employee who is eligible for worker's compensation under the laws of the State of Michigan will be paid directly by the Employer's Worker's Compensation insurance carrier. The Employer will pay an employee eligible for such worker's compensation benefits the difference between his paid insurance benefits and his weekly wage while he receives worker's compensation for a period of one year. Following the expiration of such one year period, the Employer's direct payment obligation hereunder shall cease.

Section 2. All present benefits except accruing sick leave and vacation leave shall be maintained while the employee is on injury leave. Following the expiration of one year, the Employer's obligation to pay benefits shall terminate.

ARTICLE 12 PROMOTIONS

Section 1. Promotions shall be filled by the qualified employee who has at least three (3) years seniority with the Department. Where qualifications are determined to be equal by the Employer then seniority will be the deciding factor. With the exception of the position of Chief of Police, promotions shall be made from the ranks of full-time employees only.

Section 2. Complaints that promotions have been handled unfairly may be processed through the grievance procedure.

ARTICLE 13 GRIEVANCE PROCEDURE

Section 1. Grievance Procedure. Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this agreement, shall be settled in the following manner:

Section 2. Step 1. Any employee having a grievance shall first take up the matter with his steward, if so desired by the employee. The supervisor shall attempt to adjust the matter and shall respond in writing to the steward or employee(s) within five (5) working days. Working days shall be defined a Monday through Friday with the exclusion of Holidays.

Section 3. Step 2. If the grievance has not been settled, it shall be presented in writing by the Union Steward to the Chief of Police within five (5) days after the supervisor's response is due.

The Chief of Police shall respond to the Union Steward or the Grievance Committee in writing five (5) working days.

Section 4. Step 3. If the grievance still remains unadjusted, it shall be presented by the Union Steward and/or Union Representative to the City Manager in writing within five (5) days after the response of the Chief of Police is due. The City Manager shall respond in writing to the Union Representative (with a copy of the response to the Local Union Steward) within five (5) working days.

Section 5. Step 4. Arbitration. If the grievance is still unsettled, either party may within 15 days after the reply of the City Manager is due, by written notice to the other, request arbitration.

Section 6. Both parties shall first meet in an effort to choose an arbitrator within ten (10) days. If both parties cannot agree on an arbitrator, then the Union may file a written request to the Michigan Employment Relations Commission, the Federal Mediation and Conciliation Service, or the American Arbitration Association. The parties will be bound by rules and selection procedures of the agency selected.

Section 7. Expenses for the arbitrator's service and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensation its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available without charge to the other party and to the arbitrator. The decision of the arbitrator shall be final and binding on both parties.

Section 8. Grievance Meetings. The employee selected by the Union to act as Union Representative shall be known as a 'steward'. The name of the employee selected as steward, and an alternate steward, who may represent employees shall be certified in writing to the Employer by the Local Union.

Section 9. The Employer shall meet as required at a mutually convenient time, with the Union Steward, All meetings relative to grievance shall be held at reasonable hours, on the Employer's premises, and without loss of pay.

Section 10. The purpose of Grievance meetings will be to adjust pending grievance, and to discuss procedures for avoiding future grievances. In addition, the steward may discuss with the Employer other issues which would improve the relationship between the parties.

Section 11. There shall be a steward and alternate steward of the Police Department who may represent the employees of the Department.

Section 12. Nothing in this section shall be construed so as to prevent a representative from the Police Officers Labor Council from handling grievances at any step in the procedure.

Section 13. Processing Grievances During Working Hours. The steward may investigate and process grievances during working hours without loss of pay, if the case so warrants, and this privilege shall not be abused.

ARTICLE 14 DISCIPLINE AND DISCHARGE

Section 1. Disciplinary Action. Disciplinary action or measured may included the following:

- Oral Reprimand
- Written Reprimand
- Suspension
- Discharge

Section 2. The Employer agrees to abide by the principles of progressive discipline.

Section 3. Discipline of any type will be for just cause an is subject to appeal through the grievance procedure.

Section 4. Discharge and Suspension. Employees shall be discharged only for just cause.

Section 5. Any employee found to be unjustly disciplined, suspended or discharged shall be reinstated with full wages and benefits for all lost time and with restoration to all other rights and conditions of employment.

Section 6. Any and all disciplinary action or record thereof reversed through the grievance and/or arbitration procedure will be expunged from the employee's personnel files.

Section 7. Personnel Files. Minor discipline not to be considered after two (2) years but will remain in the officer's file and may be used should an officer claim a "clean record". The employee will be provided with a copy of a disciplinary action placed in the employee's personnel file.

ARTICLE 15 DISCRIMINATION

Section 1. The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

Section 2. All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 3. The Employer agrees not to interfere with the rights of employees becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee's activity in an official capacity on behalf of the Union, or for any other cause.

Section 4. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

ARTICLE 16 UNION BULLETIN BOARD

Section 1. The Employer agrees to furnish and maintain one suitable Union board in a convenient location at the Police Station. The board shall be used to post notices pertaining to Union business and activity.

ARTICLE 17 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. The Employer will make no unilateral reduction in wages, hours, or changes in conditions of employment as provided for in this agreement during the term of said agreement. No employee shall suffer a reduction in benefits provided herein.

ARTICLE 18 WAGES

Section 1. Wages Schedule. Employees shall be compensated in accordance with the wage schedule listed below. When any position not listed on this schedule is established, the Employer may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to submit the issue through the grievance and arbitration procedure.

Police Officers shall receive the following:

<u>EFFECTIVE</u>	<u>7/1/1998</u>	<u>7/1/1999</u>	<u>7/1/2000</u>	<u>7/1/2001</u>
	3.0%	4.0%	4.0%	4.0%
Start	\$31,750	\$33,020	\$34,341	\$35,715
1 Year	\$33,980	\$35,339	\$36,753	\$38,223
2 Years	\$36,763	\$38,234	\$39,763	\$41,354
3 Years	\$38,660	\$40,206	\$41,814	\$43,487

-26.102885

Section 2. Pay Period. The salaries and wages of employees shall be paid biweekly, on Friday of the appropriate week. In the event this day is a holiday, the preceding day shall be the pay day. In the event that other City employees should receive their paychecks earlier than Friday, the Police employees shall also receive their pay at the same time.

Section 3. City may, in its discretion, start a new hire at a higher step based upon prior experience.

ARTICLE 19 HOLIDAYS

Section 1. The following holidays shall be recognized and observed as paid holidays:

New Year's Eve	Labor Day
New Year's Day	Thanksgiving Day
Lincoln's Birthday	Day After Thanksgiving
Washington's Birthday	Christmas Eve
Good Friday	Christmas Day
Memorial Day	Veteran's Day
Independence Day	

Section 2. Employees shall be eligible for holiday pay under the following conditions:

- A. The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a day off, vacation or sick leave.

- B. The employee worked his last scheduled work day prior to the holiday and after the holiday.
- C. An employee shall be eligible for holiday pay if he works his last scheduled day prior to the holiday and the next scheduled work day following the holiday, unless excused by the City Manager or Chief, or is on an authorized day off, vacation leave, or personal leave day. All authorization shall be in writing.

Section 3. Employees shall be paid at the rate of one (1) day's pay for each holiday in a lump sum payment, paid to each employee with his first payday in December of each year.

Section 4. Any additional holidays afforded to non-union employees of the City of Keego Harbor (not including an alternate day of one of the recognized holidays) shall be provided to members of the bargaining unit.

ARTICLE 20 UNIFORM ALLOWANCE

Section 1. If an employee is required to wear a uniform, he shall receive a uniform and cleaning allowance each year in the amount of Nine Hundred and no/100 (\$900.00) Dollars, payable in cash, one-half on the first pay day in July and the balance on the first pay day in December.

ARTICLE 21 LIFE INSURANCE

Section 1. The Employer shall provide life insurance in the face amount of Fifty Thousand (\$50,000.00) Dollars, double indemnity, for all employees as provided in the existing contract between the Employer and insurance carrier.

ARTICLE 22 FALSE ARREST INSURANCE

Section 1. Employees covered by this agreement shall be provided by the Employer with a policy of false arrest and liability insurance. The premiums for such insurance will be paid by the City.

ARTICLE 23 PERSONAL LEAVE DAYS

Section 1. Employees shall be granted three (3) personal leave days per contract year. Personal leave days shall not be permitted to be carried over into the next contract year. The use of personal leave days shall be approved by the Chief of Police or his designee at least forty-eight (48) hours prior to use. The use of personal leave days shall not be unreasonably withheld.

ARTICLE 24 HOSPITALIZATION-SICKNESS/ACCIDENT INSURANCE

Section 1. Hospitalization. The Employer shall continue to provide to the employee and his/her dependents with hospitalization insurance. The Plan shall be Blue Cross/Blue Shield Comprehensive Major Medical (CMM) with a \$100/person . \$200/family deductible and a 20% co-pay after deductible is met. This plan shall have a one thousand dollar (\$1,000) stop loss provision.

The Prescription Drug Plan will be the Value RX Plan with a five dollar (\$5.00) co-pay. It will be provided to the employee and his/her dependents.

Dental The current Basic Dental Rider with Blue Cross/Blue Shield will be upgraded to Dental Plan "C".

Optical Equivalent to VCA80; which is the current plan.

Section 2. Disability Insurance. The Employer will provide both a Short Term Disability and a Long Term Disability Plan.

Section 3. The City shall have the right to select an alternate carrier or provider for all insurance coverages, provided that similar or better coverage is provided. Disputes about whether a new carrier's coverage is similar or better may be grieved. The City will present the plan to the Union for their comment prior to submitting the proposal to change carriers to the City Council.

ARTICLE 25 SURVIVOR'S BENEFITS

In the event that a sworn officer dies due to injury received in the line of duty, the City shall provide continued medical coverage as defined in Article XXIV to the spouse and each of his/her dependent children under the age of 19.

If the spouse remarries or receives health insurance coverage from another employer or other source, the City will no longer provide the insurance coverage described in this Article.

ARTICLE 26 VACATION

Section 1. Each regular employee who has been in continuous service with the City of Keego Harbor shall receive vacation in accordance with the schedule listed below:

1 to 4 years	11 working days (88 hours)
5 to 10 years	16 working days (128 hours)
11 years and over	20 working days (160 hours)

Section 2. The employee may use vacation leave with pay after all sick leave has been used, to the extent of the accrued vacation bank time.

Section 3. The City will pay the employee one-hundred percent (100%) of all accrued but unused vacation days at the end of the fiscal year, provided that the employee must use a minimum of ten (10) vacation days each year, unless the vacation leave is denied by the Chief of Police.

ARTICLE 27 OVERTIME

Section 1. Seniority employees shall be called first, part-time employees last.

Section 2. Overtime pay will be paid for all work performed over eight (8) hours in a day or forty (40) hours in a week and will be payable at time and one-half (1-1/2).

Section 3. Court time will be a minimum of two (2) hours payable at time and one-half (1-1/2).

Section 4. Recall time will be a minimum of two (2) hours payable at the rate of time and one-half (1-1/2) starting from the time the employee reports for duty. Range time shall be included as a recall time if the employee is not working on his regular shift.

ARTICLE 28 RETIREMENT

Section 1. All employees will be covered for retirement under the provisions of the Municipal Employees Retirement System Benefit Program "C2" (B-1 Base) and Social Security Benefits. Effective 7-1-96, unless Dispatcher Geyer retires earlier, the MERS B-2 plan will be the retirement plan. If dispatcher Geyer retires sooner said plan will be effective with her retirement.

Section 2. The City will pay the employee retirement contribution of 3 percent (3%) of the first \$4,200 and 5 percent (5%) of any amount in excess of \$4,200 relating to M.E.R.S. Benefit Program "C2" (B-1 Base).

Section 3. All Union employees shall be vested in the retirement plan after eight (8) years of employment with the City.

Section 4. Effective 7-1-92 the Municipal Employees Retirement System benefit E-1 program will be granted to employees who retire after 7-1-92. The City will pay for this benefit.

Section 5. The City of Keego Harbor shall institute supplemental health care coverage, high option plan or equivalent for all retirees of the Police Department. Such coverage shall go into effect upon the retirement of the first police officer eligible for retirement. The City shall not be obligated to pay any premium costs in excess of \$66.70 per month. In the event that costs shall exceed \$66.70 per month, then any eligible employee shall pay any and all costs in excess of \$66.70 per month. The benefit shall not become available until any effected employee shall reach 65 years of age. In the event that there is a premium increase prior to the retirement of the first eligible employee, the City shall pay the rate applicable at the time of said retirement. Subsequent to this date, any eligible employee shall pay any and all costs in excess of the rate in effect on said date of retirement.

ARTICLE 29 UNION RESPONSIBILITY

Section 1. Recognizing the crucial role of law enforcement in the preservation of the public health, safety, and welfare of a free society, the Union agrees that it will take all reasonable steps to cause the employees covered by this agreement, individually and collectively, to perform all police duties to the very best of their abilities.

Section 2. The Union, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work or abstain, the whole or in part, from the full, faithful, and proper performance of all the duties of their employment.

Section 3. The Union further agrees that it shall not encourage any strikes, sit-downs, stay-ins, slowdowns, stoppages of work, malingering, or any acts that interfere in any manner or to any degree with the continuity of the police services.

ARTICLE 30 HEALTH AND SAFETY

Section 1. The City will provide each employee with safety glasses and eye protectors when the employees are engaged in weaponry practice on the practice on the range.

Section 2. The City will provide First Aid Kits. Each officer will insure that he has one in the car at the beginning of his shift.

ARTICLE 31 EDUCATIONAL REIMBURSEMENT/VEHICLE REIMBURSEMENT

Section 1. Each employee may apply to the City for reimbursement of up to Five Hundred Dollars (\$500.00), annually, for the purpose of college degree and/or employment-related course work and book reimbursement. In order to receive reimbursement, the employee must present documentation satisfactory completion of the course and the actual costs for tuition and books.

Section 2. With verification by the Chief of Police, employees shall be reimbursed at the rate approved by the IRS for auto mileage deduction for the use of private vehicle. Reimbursement is to be authorized in the event that a City owned vehicle is not available for the employees use and measurement of mileage is to begin at City Hall (not from the officers residence).

ARTICLE 32 JURY DUTY

Section 1. Any employee shall be granted a leave of absence with pay any time he is required to report for jury duty provided he shows evidence of such proposed jury duty. Employees shall be paid the difference between any jury compensation he receives and his regular wages for each day of jury duty.

ARTICLE 33 BEREAVEMENT LEAVE

Section 1. In cases of death or serious illness in their immediate family (defined as: spouse, child, sibling, parents and parents-in-law) regular full-time employees may be granted up to five (5) eight (8) hours days off with pay. Additional bereavement time of up to two (2) eight (8) hours days may be allowed in emergency situations in the sole discretion of the City Manager to be drawn from the employee's sick leave. In case of death of a blood relative of the first degree (e.g., first cousin) the City Manager, in his sole discretion, may grant up to one (1) day off with pay.

ARTICLE 34 CODE ENFORCEMENT OFFICER

Enforcement of zoning ordinances; blight ordinances and sidewalk ordinances will be assigned to a code Enforcement Officer; (not a bargaining unit member). The Police Department will back up the code enforcement officer and/or maintain these duties when the code enforcement officer is not available upon the request of the City Manager. The City Manager will assign these duties to a code enforcement officer as soon as possible.

ARTICLE 35 RE-OPENER

Section 1. In the event that the Cities of Keego Harbor, Sylvan Lake and/or Orchard Lake decide to merge or combine their respective police departments the current Labor Agreement may be re-opened by either the City or the Union.

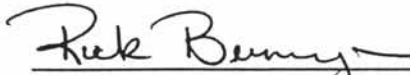
ARTICLE 36 TERM OF AGREEMENT

This agreement shall be effective July 1, 1998 and continue in full force and effect until June 30, 2002, and thereafter until another agreement has been concluded.

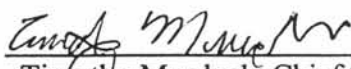
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 20 day of April A.D., 2000.


POLICE OFFICERS LABOR COUNCIL

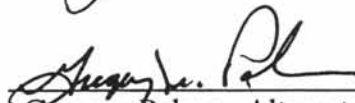
THE CITY OF KEEGO HARBOR

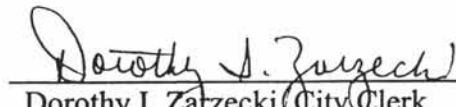

Rick Berninger, Field Representative


Mayor


Timothy Murdock, Chief Steward


Michael J. Steklac, City Manager


Gregory Palmer, Alternate Steward


Dorothy I. Zarzecki, City Clerk

LONGEVITY PAY AGREEMENT

Current employees receiving longevity pay will continue to receive such pay at the rate listed below. All new hires will not be eligible for longevity pay.


Gregory Palmer 3%


Daniel Reynolds 3%

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 20th day of April A.D., 2000.


POLICE OFFICERS LABOR COUNCIL

THE CITY OF KEEGO HARBOR

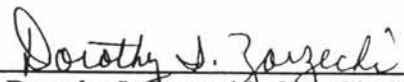

Rick Berninger, Field Representative


Barbara Kline, Mayor


Timothy Murdock, Chief Steward


Michael J. Steklac, City Manager


Gregory Palmer, Alternate Steward


Dorothy I. Zarzecki, City Clerk