

6/30/94

A G R E E M E N T

between

**THE CITY OF ROCKFORD
and
THE ROCKFORD POLICE OFFICERS ASSOCIATION**

THIS AGREEMENT, made as of this 25th day of November, 1992 by and between the City of Rockford, hereinafter referred to as the "City," and the Rockford Police Officers Association, hereinafter referred to as the "Association."

RECOGNITION

Section 1.1. Collective Bargaining Unit. The City hereby recognizes the Association as the exclusive bargaining agent, as defined in Act No. 336, State of Michigan Public Acts of 1947, as amended, for the purpose of collective bargaining with respect to wages, hours and conditions of employment for all employees employed by the City in the following described unit:

All full-time police officers and certified reserve police officers employed by the Rockford Police Department, and dispatcher; excluding the Chief, all police officers above the rank of sergeant, all irregular part-time employees, seasonal employees, temporary employees, confidential employees, supervisors, executives, clerical employees, fire employees, all employees not engaged as police officers or subject to the hazards thereof, and all other employees.

MANAGEMENT RIGHTS

Section 2.1. Reserved Rights.

(a) The Employer retains and shall have the sole and exclusive right to manage and operate all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services and programs to be furnished and the methods, procedures, means, equipment and machines required to provide such service or program; to determine the nature and number of facilities and department to be operated and their location; to establish classifications of work and the number of personnel required; to direct and control operation; to discontinue, combine or reorganize any part or all of its

operations; to maintain order and efficiency; to continue and maintain its operations as in the past, to study and use improved methods and equipment and outside assistance, and in all respects to carry out the ordinary and customary functions of management. All such rights are vested exclusively in the Employer and shall not be subject to the grievance procedure established in this Agreement, except to the extent that it is expressly prohibited by a specific provision of this Agreement.

(b) The Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, layoff and recall personnel; to make rules relating to personnel policies, procedures and working conditions; to establish work rules and to fix and determine penalties for violations of such rules; to make judgments as to ability and skill; to determine work loads, to establish and change work schedules, to provide and assign relief personnel, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement, and as such, they shall be subject to the grievance and arbitration procedure to the extent provided herein.

DUES DEDUCTION

Section 3.1.

(a) During the life of this Agreement and to the extent permitted by law of the applicable jurisdiction, the City agrees to deduct on a bi-weekly basis Association membership dues and assessments (excluding any initiation fees) uniformly levied in accordance with the Constitution and Bylaws of the Association from the pay of each full-time police officer and certified reserve officer who voluntarily executes and files with the City a checkoff authorization form.

(b) The Association shall supply the police officers with a checkoff authorization form approved by the City and shall transmit such checkoff authorization form to the payroll office. Deductions shall be made only under the written checkoff authorization forms which have been properly executed and are in effect.

(c) Dues or fees shall not be deducted when a police officer's net earnings are not sufficient to cover the amount required. Such dues or fees shall be remitted directly to the Association by a police officer for any monthly period that the police officer's net earnings are insufficient to cover the amounts required.

(d) The Association shall provide the City at least

Rockford, City of

thirty (30) days written notice of the proper amount of Association membership dues to be deducted and any subsequent changes in such amounts shall also require a thirty (30) days written notice prior to implementation.

(e) In cases where a deduction is made which duplicated a payment already made to the Association by a police officer or where a deduction is not in conformity with the provisions of the Association Constitution and Bylaws, refunds to the police officer will be made by the Association.

(f) The City shall not be liable to the Association by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from police officer's wages. The Association agrees to indemnify and hold the City harmless for all claims against the City in connection with the checkoff provisions herein.

GRIEVANCE PROCEDURE

Section 4.1. Definition of Grievance. For the purpose of this Agreement, "grievance" means any dispute between the Employer and the Association or employee(s) regarding the application, interpretation or alleged violation of the terms and provisions of the Agreement, as written.

A grievance shall refer to the specific provision or provisions of the Agreement alleged to have been violated, shall set forth the known facts pertaining to the alleged violation, and state the relief sought.

Section 4.2. Grievance Procedure. All grievances shall be handled in the following manner:

Step 1. Verbal Procedure. The Association or employee(s) with a grievance shall within five (5) days of the incident which gave rise to the grievance, discuss it with the Chief or his designee with the object of resolving the grievance.

Step 2. Written Procedure. If the grievance is not satisfactorily resolved at Step 1, it shall be reduced to writing, setting forth the facts and the specific provision or provisions of the Agreement which are alleged to have been violated, signed by the aggrieved employee(s) or the President of the Association, and within five (5) days following the verbal discussion, presented to the Chief or his designee who shall place his written disposition thereon and return it to the aggrieved employee(s) or the President of the Association.

Step 3. If the grievance is not satisfactorily resolved

at Step 2, the grievance may be presented in writing to the City Manager, or his designee, within five (5) days after receipt of the written answer in Step 2. The President of the Association and the City Manager shall discuss the grievance with the object of resolving the matter. The City Manager, or his designee, shall review the facts of the grievance and issue a written decision within fifteen (15) days following the date of the meeting. This decision shall be final, unless appealed to arbitration in accordance with the terms of this Agreement.

Section 4.3. Time Limitation. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Association, the grievance shall be considered settled in accordance with the last disposition of management. If the time procedure is not followed by the Employer, the grievance may be appealed to the next step. The time limits established in the grievance procedure may be extended by mutual agreement, provided it is reduced to writing and the period of the extension is specified. Saturday, Sunday and Holidays recognized in this Agreement shall not be counted under the time procedures established in the grievance procedure.

Section 4.4. Arbitration Request. If the grievance is not satisfactorily resolved in Step 3, the Association in accordance with the procedures of the FMCS may submit a petition for arbitration within seven (7) days after receipt of the City Manager's answer to Step 3, not including the day of receipt of answer.

Section 4.5. Selection of Arbitrator. Upon the filing by the Association of a timely request for arbitration, the parties shall mutually agree upon an arbitrator. If no agreement is reached within seven (7) days, either party may request a panel of arbitrators from the Federal Mediation and Conciliation Service. Each party shall alternately strike names from the panel and the last remaining name shall serve as arbitrator. The Association shall strike the first name from the list.

The cost of the arbitrator and the expenses of the hearing shall be shared equally by the Employer and the Association. However, the parties shall each be responsible for any and all costs and expenses of their own witnesses and representatives.

Section 4.6. Arbitrator's Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall, at all times, be governed by the terms of this Agreement and shall have no power or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement. It is

the intent of the parties that the grievance and arbitration procedure shall be used during the life of this Agreement to resolve disputes which arise concerning the express provisions of this Agreement which reflect the relinquishment of specific rights by the Employer. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. No award of the arbitrator shall be retroactive more than five (5) days prior to the time that the grievance was first submitted in writing, or the date that the incident first occurred, whichever is less.

The arbitrator's decision shall be final and binding on the Association, Employer and employees, provided, however, either party retains all legal rights to challenge arbitration and decisions thereof where the award was procured by fraud or undue means, where the arbitrator was guilty of misconduct or where the award is in excess of the arbitrator's authority or inconsistent with applicable law.

Section 4.7. Arbitration Hearings. Each employee specifically involved in a grievance may attend the arbitration hearing, except in the case of a class action in which case the Association may select one (1) representative employee to attend the hearing. Any employee called as a witness, whether by the Employer or the Association, shall be excused from the hearing after his or her testimony is completed.

Section 4.8. Exclusive Procedure. The grievance procedure set out above shall be exclusive and shall replace any other grievance or complaint procedure for adjustment of any disputes arising from the application and interpretation of this Agreement. The election to proceed to arbitration as provided herein shall constitute a waiver of any and all rights to proceed under any other formal or informal dispute resolution procedure. This section is not intended to infringe upon any individuals right under State or Federal law.

NO INTERRUPTION OF SERVICE

Section 5.1. During the term of this Agreement, or any extensions thereof, neither the Association nor any employee shall, either directly or indirectly, cause, attempt to cause, or participate in any strike of any sort whatsoever, including, but not limited to, primary strikes or sympathy strikes against the Employer, or engage in, either directly or indirectly, any complete or partial stoppage of work, walkout, slowdown, picketing, or refusal to do reasonably assigned work, refusal to cross any picket line of any employer, or interfere in any manner with any of the normal operations of the Employer or in any conduct which causes or

results in such interference.

The Employer reserves the sole right to discipline an employee or employees up to and including discharge, for violating any of the provisions of this Section. It is expressly acknowledged that discharge is an appropriate penalty for any violations of this Section and any appeal under the grievance procedure shall be limited to the factual determination of whether the employee or employees did, in fact, engage in any activity prohibited by this Section.

DISCHARGE & DISCIPLINE

Section 6.1. In cases of discharge or discipline, a representative of Management shall give prompt notice thereof to the employee and Association.

Section 6.2. Every employee shall be entitled to and shall receive or sign a copy of any and all notices, reports, complaints, or other information filed by an employee, supervisor, or any other City officer or department or division head in the employee's official personnel record which related to, is, or may be the basis for disciplinary action up to and including the discharge of such employee by the City.

Section 6.3. Management shall not discipline or discharge any employee except for just cause.

Section 6.4. Written notice of disciplinary action or discharge shall cite the reasons for said action. If the employee proceeds on the arbitration, the City shall cite the specific rule or law/statute violation.

Section 6.5. Investigatory Complaints.

In the event a complaint is made against an employee which may result in disciplinary action, the following procedure shall apply:

(a) If, in the investigation of a complaint, an employee is requested to appear before a member of Management, he, or she, shall be fully advised of the nature of the complaint.

(b) Upon the request of the employee for Association representation, such request shall be granted and the Association shall provide such representation within twenty-four (24) hours of the incident. When such representation has been requested, no questioning shall commence until the Association representative is present.

(3) Employees shall be required to answer questions relating to his/her performance as an employee of the Police Department as it relates to the complaint. Refusal to answer such questions may result in disciplinary action, including discharge.

Section 6.6. Personnel File. Management shall have the right to refer to an employee's personnel file when necessary in considering discipline or discharge.

HOURS AND RATES OF PAY

Section 7.1. Work Schedule. Full-time police officers covered hereby shall work on a regularly scheduled shift not to exceed 160 hours per 28 day work schedule.

Section 7.2. Overtime. Full-time police officers shall receive one-and-one-half times their regular rate of pay for all authorized hours worked in excess of any regular scheduled shift. Overtime shall be authorized by the Chief or his designee. There shall be no pyramiding of overtime; if overtime is converted to compensatory time, the maximum accumulation shall be limited to forty-eight (48) hours. Any earned overtime in excess of the maximum allowable accumulated time shall be converted to pay at the employee's regular rate of pay. The limit on compensatory time earned shall include those hours earned as holiday compensatory time.

Section 7.3. Court Time. Full-time police officers and certified reserve police officers shall have a minimum guarantee of two (2) hours pay at the rate of their hourly rate for time spent in court related to their duties as a police officer.

Section 7.4. Light Duty. Full-time police officers suffering injuries in the line of duty may be allowed light duty work assignments if it is the examining doctor's recommendation and is judged practical with current manpower and scheduling, as the Chief may determine.

RESERVE OFFICER WORK

Section 8.1. Certified Reserve Officers may only work when a full-time officer is off from work for any of the following reasons: sickness, vacation, funeral leave, days off, personal leave days, holiday, and disciplinary action. Reserve officers may also be used at any time for emergencies, stakeouts, special events, or times deemed necessary by the Chief. Reserve officers may also be used to fill hours needed for the schedule of two-man patrols.

Section 8.2. Certified Reserve Officers may not work the

scheduled shift of a laid off, full-time police officer.

TWO-MAN PATROL CARS

Section 9.1. Two-man patrol cars may be allowed by order of Chief of Police or his designee.

PROBATIONARY PERIOD

Section 10.1. All new employees shall be considered probationary employees for a period of one (1) year, after which time their seniority shall be as of their last date of hire. During this period, an employee shall be considered a probationary employee who may be laid off or terminated by the City at any time without recourse to this Agreement. If the City wishes to extend the probationary period in the case of any employee whose performance has not been satisfactory in the opinion of the City, the City may do so for an additional period not to exceed six (6) months, by giving written notice and reasons therefor to the employee.

LEAVES OF ABSENCE

Section 11.1. Paid Sick Leave. All permanent full-time and probationary full-time employees shall be entitled to paid sick leave benefits, except that probationary employees must have completed at least three (3) months before using any accumulated sick leave.

Each employee eligible to receive sick leave benefits will accumulate sick leave at a rate of eight (8) hours per month of active service. Sick leave benefits will not accumulate for any period an employee is on a leave of absence without pay. Upon retirement, the employer shall pay the employee, at fifty (50) percent of the employee's current rate of pay, for all accumulated unused sick time.

Paid sick leave shall be granted only:

(a) When it is established to the City Manager's satisfaction that an employee is incapacitated from the safe performance of his duties because of sickness or injury or danger to others;

(b) When it is established to the satisfaction of the City Manager that an unusual situation or emergency, including injury or sickness, exists involving the employee's spouse or children residing in the household requiring care by the employee.

When an employee is away from the job because of illness or injury under this Section more than three (3) consecutive days or when abuse of sick leave is suspected, the Employer reserves the right to require a medical certificate or other appropriate verification of the reasons for absence under this Section. The Employer also reserves the right to require a medical certificate verifying the Employee's fitness to return to work. Falsification of medical documentation shall be cause for dismissal. Time not approved by the City Manager for paid sick leave shall be unpaid to the employee.

(c) Upon completion of five (5) years of active service, an employee who voluntarily separates employment with the City shall be paid at his/her last rate of pay for a percentage of his/her unused accumulated sick leave according to the following schedule:

Sick Leave Accumulation (hours)	Percent Paid
0 - 200	5
201 - 400	10
401 - 600	15
601 - 800	20
over 801	25

Section 11.2. Funeral Leave. If a death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the day of death until the day after the funeral, but not more than a total of six (6) days, which shall be without loss of sick leave.

The immediate family shall be interpreted as including wife or husband, child, father or step-father, mother or step-mother, sister, brother, father-in-law and mother-in-law.

One day--the day of the funeral--is allowed in the case of the death of an uncle, aunt, nephew, niece, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandchild, step-father, step-mother, half-brother and half-sister, not to be charged against earned sick leave.

The City is to be notified immediately of a death in the family and the extent of the expected absence.

Section 11.3. Personal Leave Days. It is agreed that personal leave shall be earned and used in accordance with the following:

(a) Two (2) personal leave days (16 hours), with pay, shall be granted annually to each full-time, continuous police officer on the employment rolls of the department as of July 1, for the purpose of attending to, or caring for, personal matters during the course of the fiscal year commencing on such date. Each full-time, continuous employee who is hired after the beginning of the fiscal year shall be credited with two (2) personal leave days or a fractional amount thereof as follows:

July through December	16 hours
January through April	8 hours
May through June	0 hours

(b) The personal leave day, or fraction thereof, credited to each full-time, continuous police officer shall be utilized and charged to him in increments of not less than four (4) full hours. The personal leave day, or any fraction thereof, shall not be utilized during an absence for vacation, sick leave or during any other leave of absence.

(c) No carry-over of unused personal leave day credit from one fiscal year to another shall be allowed.

(d) The employee shall obtain the approval of the Chief prior to being absent for all, or any part, of the two (2) personal leave days.

Section 12.1. Holidays. Full-time employees beyond the first six months of their probation shall be entitled to holiday leave with pay on the following recognized holidays:

New Year's Day	Day after Thanksgiving Day
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day
Labor Day	Employee's Birthday
Thanksgiving Day	(1) Floating Holiday

Whenever one of the holidays recognized by this agreement falls on the employee's scheduled day off, the employee will receive an alternate day off with pay (compensatory time) to be used at a later mutually agreed upon time.

Section 12.2. Holiday Eligibility. If an employee is absent on the scheduled working day immediately preceding or following the holiday, he will not be paid for the holiday unless his absence is excused.

Section 12.3. Holiday Work. Any full-time Police Officers required to work on any holiday recognized by this Agreement, except the employee's birthday and floating holiday, shall receive one and one-half (1 1/2) times pay for that shift and an additional eight (8) hours off with pay (compensatory

time) to be used at a later mutually agreed upon time.

Section 12.4. Upon termination, whether voluntary or involuntary, the City shall compensate employee for all accrued vacation leave and holidays. Said compensation shall be based upon employee's salary as of the date of employment termination.

Section 12.5. A Floating Holiday may be taken any time during the year provided reasonable notice is given and it conforms to department requirements.

VACATION

Section 13.1. Vacation. Full-time police officers shall accumulate vacation time with pay at the rates provided in Appendix B based on an employee's length of continuous service with the City.

An employee's vacation pay will be based on his regular normal work week.

Section 13.2. Vacation time must be used up each fiscal year. An employee may take his vacation at any time in the course of the year as long as it conforms with the requirements of his department, provided that the necessary hours of credited work is maintained and as may otherwise be provided in this Agreement. Unused, earned vacation time, but not taken at the time of termination of employment will be paid to employees subject to the terms of this Agreement.

Section 13.3. If a legal holiday falls within an employee's vacation, he will be given an extra day, which will be added to the vacation.

Section 13.4. An approved leave of absence will not be counted as a break in the employee service record when determining his vacation allowance under the progressive vacation plan.

INSURANCE

Section 14.1. Hospitalization Insurance. The City shall continue to provide all full-time police officers, Blue Cross/Blue Shield (MVF-1 with ML hospital, medical and surgical insurance). The City reserves the right to substitute another carrier of this coverage if the provisions of the present coverage will not be substantially changed. The City will pay one hundred (100%) percent of the premium for full family.

Section 14.2. Alternative Medical Care Option. The City may offer to employees various health maintenance or health insurance plans as an option to the employee. These optional plans may be in addition to or a replacement for current coverage. The City shall determine which of any options will be offered. Each employee may elect to participate in any option that the City may choose to offer, provided said employee is eligible for health coverage under Section 14.1. To participate in and continue receiving an offered option, the employee must request the option in writing, and include the authorization for the City to make monthly payroll deductions from the employee's pay in an amount equal to the monthly cost increase due to the election of the option. It is recognized that said amount may fluctuate from time to time due to premium rate changes and that the employee is responsible for payment of such increases. The City reserves the full right to select optional plans, withdraw all options, or cancel any optional plan in effect at any time.

Section 14.3. Life Insurance. The City shall provide all full-time police officers with term life insurance coverage in the amount of one times his/her base salary, with accidental death benefits of an additional one times his/her base salary. After one year of service the City shall provide self-funded life insurance for all part-time officers in the amount of two-thousand five hundred dollars (\$2,500.00), with accidental death benefits of not less than five thousand (\$5,000.00) for on-duty related death.

Section 14.4. Liability Insurance. The City agrees to provide liability insurance with limits of one million dollars (\$1,000,000) for all police officers acting within the scope of their assigned duties. The terms and conditions of such coverage are contained in the insurance policy itself and are not in any way altered or amended by this Section. The City shall not be liable for judgements not covered by said liability insurance coverage.

The City reserves the right to select the liability insurance carrier and to modify the terms of said coverage consistent with the policy amounts above.

PENSION

Section 15.1. Pension. The City shall continue the retirement contribution and benefit levels as currently provided under the Michigan Municipal Employee's Retirement System [B-1; F50(25)]. The City shall fund the entire cost of the pension plan provided.

WAGES

Section 16.1. Wages. The City shall determine the classification and wage range for each employee or any classification during the term of this Agreement. The rates and their respective classifications are attached as Appendix A and incorporated as part of this Agreement. Management shall not reduce the employee's step level of pay except for just cause. Any reduction in pay shall not exceed a six-month period of time, after which time, the employee shall revert back to his/her previous rate of pay or that level of pay allowed pursuant to Appendix A. If disputes arise between the parties regarding an employee's reduction in pay, the Union shall have the right to process a grievance pursuant to the contractually provided for grievance procedure.

Section 16.2. Hiring Rate. New hires may be started at any level within the established pay range as determined appropriate by the City Manager due to qualifications, ability, special skills and/or experience. Such appointments shall be subject to the standard probationary period.

UNIFORMS AND EQUIPMENT

Section 17.1. Uniforms. The City shall provide such uniforms and equipment as the City shall determine is necessary, subject to reasonable rules for the preservation, use and care of such uniforms and equipment. Each officer shall be responsible for the cleaning of his uniforms; provided, however, the City will provide for the cleaning of eighty uniforms per year, or a clean change of clothes every three work days, per each full-time officer.

The City will provide uniform cleaning for all reserve officers to a maximum of \$108.00/yr. combined.

Section 17.2. Equipment. All equipment and patrol cars will be equipped and prepared with all of the normal and reasonable safety features. Air conditioning will be installed in the primary patrol cars, provided that said air conditioning and/or its installation is economical and energy efficient. All patrol cars will be kept in safe running order, in regards to equipment and mechanical safety at all times by the City. Employees shall report to management any malfunctioning equipment or equipment in need of repairs.

Section 17.3. Ammunition. The City shall provide all ammunition for all police officers including ammunition for practice sessions authorized by the Chief.

MISCELLANEOUS

Section 18.1. Haircut Rule. Hair styles (including mustaches and sideburns) will be neat and clean. The chief of Police or his designee, shall reasonably decide any question as to neatness and length.

Section 18.2. Building Use. The Association shall have the right without priority, to schedule the use of City buildings at reasonable times and intervals for Association meetings. Such meetings shall not be conducted in a place, or at a time, which might interfere with normal City activities. Prior notification of intent to hold a meeting shall be given and the City shall designate the area or room in which the meeting is to be held. The police officer(s) on duty shall not be excused from the performance of their duties in order to attend meetings of the Association.

Section 18.3. Medical Disputes. In the event of a dispute involving an employee's physical ability to perform his job on his return to work for the City from a layoff or leave of absence of any kind, and the City is not satisfied with the determination of the treating physician, the City may request an examination and obtain a report from a medical doctor of its choosing and at its expense. If the dispute still exists, at the request of the Association, the employee's doctor and City's doctor shall agree upon a third medical doctor to submit a report to the City and the employee, and the decision of such third party will be binding upon both parties. The expense of the report of the third party shall be borne by the City.

Section 18.4. Promotion. A promotional list will be made in order of final scores on examinations, and promotions will be made in the following manner:

1. Written Examination	50%
2. Performance Rating	25%
3. Oral Interview	15%
4. Seniority	10%

An overall score of sixty-five (65%) percent must be achieved in order for a candidate to be certified as having passed.

Examination announcements shall be posted at least thirty (30) days prior to the examination date. An officer must have four (4) or more years of service before the examination can be taken. A promotion may be made from any of the top three (3) names on the promotional list at the discretion of the Chief. Officers with four (4) or more years will be considered for promotion to Sergeant. It is understood and agreed, anything herein to the contrary, that all promotions must be approved by the City Manager and the

Chief.

Section 18.5. Dispatcher. The Dispatcher shall be a part of the Police Department, and shall be a uniformed position. The cost of this position shall be budgeted as the City Manager so desires.

Section 18.6. Captions. The captions used in each section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

Section 18.7. Savings Clause. Any part of this Agreement which shall conflict with applicable State or Federal law now or in the future shall be null and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this Agreement.

Section 18.8. Intent and Waiver Clause. It is the intent of the parties hereto that the provisions of this Agreement, which supersede all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship, and shall be the sole source of any and all claims which may be asserted in arbitration hereunder or otherwise.

The parties acknowledge that during the negotiations, which in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right, and opportunity are set forth in this Agreement. (Therefore, the Employer and the Association, for the life of the Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.)

Section 18.9. Personnel Files. The parties agree that Act 397 of the Public Acts of 1978, as amended, shall govern access and review of personnel records. Alleged violations of this Section shall be pursued only under the provisions of Act 397.

Section 19.1. Termination. The Agreement shall remain in full force and effect until June 30, 1994, at 11:59 p.m. The Association shall supply and serve upon the City the notices required under the Public Employment Relations Act prior to the termination of the Agreement.

Section 19.2. Personnel Policy Manual. The Personnel Policy Manual of the City of Rockford is hereby included, by reference, as part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have fixed their signatures as of the day and year above first written, in duplicate.

ROCKFORD POLICE OFFICERS
ASSOCIATION

CITY OF ROCKFORD

Michael Miller
Michael Miller, President

Daryl J. Delabbio
Daryl J. Delabbio,
City Manager

Attest:

Attest:

Jeff Rowley
Jeff Rowley, Secretary

John K. Strauss
John K. Strauss, Treasurer

ROCKFORD/RPOA
1992-1994

APPENDIX A

Full-time Police Officer

	Start	6 Months	One Year	18 Months	Two Years	30 Months	Three Years
7/1/92	\$26,161	\$27,093	\$28,037	\$28,980	\$29,934	\$30,877	\$31,917
7/1/93	\$26,946	\$27,906	\$28,878	\$29,849	\$30,832	\$31,804	\$32,874

Sergeant

7/1/92	\$32,396
7/1/93	\$33,367

Certified Reserve Police Officers

	Start	After 1 Year	After 2 Years
7/1/92	\$9.05	\$9.66	\$10.42
7/1/93	\$9.32	\$9.95	\$10.74

APPENDIX B

<u>Length of Service</u>	<u>Vacation Pay Allowance per year</u>
1 year	40 hours
2 - 7 years	88 hours
8 - 15 years	120 hours
16 years and over	160 hours