

6/30/94

AGREEMENT

between the

CITY OF ROCHESTER

-and-

POLICE OFFICERS ASSOCIATION OF MICHIGAN

July 1, 1991 - June 30, 1994

Rochester, City of

TABLE OF CONTENTS

Section		Page
1.	Purpose and Intent.	1
2.	Recognition	1
3.	Union Security.	2
4.	Dues/Service Fee.	3
5.	Management Responsibilities	4
6.	No Strike Agreement	6
7.	Steward and Alternate Steward	7
8.	Grievance Procedure	8
9.	Visits by Union Representatives	12
10.	Discipline and Discharge.	13
11.	Special Meetings.	14
12.	Probationary Employees.	14
13.	Seniority	15
14.	Layoffs	16
15.	Recall Procedure.	16
16.	Loss of Seniority	16
17.	Transfers	17
18.	Veterans.	17
19.	Sick Leave.	18
20.	Sick Leave Bank	22
21.	Injury on the Job	22
22.	Funeral and Serious Illness/Injury.	24
23.	Personal Leave.	25
24.	Holidays.	26

TABLE OF CONTENTS

(continued)

Section		Page
25.	Vacation.	25
26.	Wages	39
27.	Call-In Time, Court Time and Extended Shift Time	31
	Jury Duty	31
28.	Longevity Pay	33
29.	Uniform Allowance	34
30.	Hospitalization Insurance	36
31.	Life Insurance	37
32.	Retirement Benefits	38
33.	False Arrest Insurance.	39
34.	Promotions.	39
35.	Contracting and Subcontracting of City Work	41
36.	General	42
37.	Bargaining During the Term of This Agreement.	46
38.	Saving Clause	47
39.	Duration.	48

AGREEMENT

This Agreement, made and entered into this ____ day of _____, 1991, is effective as of the 1st day of July, 1991, by and between the City of Rochester, Michigan, hereinafter referred to as the "City," and the Police Officers Association of Michigan, hereinafter referred to as the "Union."

1. PURPOSE AND INTENT

It is the desire of both parties to this Agreement to continue to work harmoniously and to promote and maintain high standards between the City and employees which will best serve the citizens of the City of Rochester.

2. RECOGNITION

(a) The City recognizes the Union as the sole and exclusive representative of the employees of the City's Police Department for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment, in the following bargaining unit for which they have been certified in MERC Case No. R88 B-55 and in which the Union is recognized as collective bargaining representative, subject to and in accordance with

the provisions of the Michigan Public Employment Relations Act, Act 336 of The Public Acts of 1947, as amended.

All full-time and regular part-time patrol officers, dispatchers, and ordinance officers of the City of Rochester Police Department; but excluding sergeants, detectives, supervisors, police reserves, and all other employees.

(b) Any individual employee at any time may present grievances to the City and have the grievances adjusted, without intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given opportunity to be present at such adjustment.

3. UNION SECURITY

(a) All employees in the bargaining unit shall (1) either remain or become members of the Union as such is permitted by applicable law, or (2) shall commence to pay to the Union a service fee, as permitted by applicable law, to be used for collective bargaining, contract administration, and grievance adjustment. Said service fee shall not exceed the amount of regular dues and fees assessed members of the Union.

(b) All future employees within the bargaining unit shall either (1) elect to become members of the Union

thirty-one (31) days after employment by the City, or at some later time, or (2) shall commence to pay to the Union a service fee, as defined above, commencing at the thirty-first (31st) day of employment by the City.

4. DUES/SERVICE FEE

(a) The City agrees to make monthly collection of Union dues (not including fines or assessments) or the service fee for any employee submitting a signed payroll deduction authorization to the City, and to pay over to the Union the total amount thus deducted for all such employees. The Union shall furnish authorization slips.

(b) When Deductions Begin: Check-Off deductions under all properly executed authorization forms shall become effective at the time the application is tendered to the City and shall be deducted from the first pay of each month thereafter. Deductions for any calendar month shall be remitted to the designated financial officer of the Union as soon as possible after the deduction, with a list of employees from whom dues have been deducted.

(c) Termination of Check-Off: An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit.

(d) **Limit of City's Liability:** The City shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

(e) The Union will protect and save harmless from the City from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the City for the purpose of complying with this section.

(f) The City's obligation to deduct any dues or service fees shall be as conditioned by applicable law.

5. MANAGEMENT RESPONSIBILITIES

(a) It is recognized that the management of the City, the control of its properties, and the maintenance of order and efficiency are solely the responsibility of the City. Rights and responsibilities belonging solely to the City include (but are not limited to): the rights to decide the methods and means of Police Department and City operation, the number, location and type of facilities, the work to be performed, the equipment to be used, the maintenance and repair of facilities and equipment; the amount of supervision necessary, and schedules of work; the selection and purchasing of materials; and the right to purchase the service of others; except as such rights are specifically limited by this Agreement.

(b) It is further recognized that the selection and direction of the working forces, including the right to hire, discipline, suspend, demote, discharge for just cause, assign, promote, and transfer employees, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or other legitimate reasons, to assign work, to establish and require employees to observe reasonable rules and regulations not inconsistent with the law or this Agreement, and to maintain discipline and efficiency of employees, is the sole responsibility of the City, subject only to the express provision of this Agreement.

(c) The City hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the City Charter, present policies, ordinances, and the laws of the State of Michigan and of the United States.

(d) The City reserves and retains the right to schedule. The City will make reasonable efforts to notify employees of changes in the work schedules, including notification by means of the daily log sheets. It is recognized and understood that schedules may be changed as necessary to meet the needs of the City.

6. NO STRIKE AGREEMENT

(a) For the duration of this Agreement, there shall be no strikes, sit-downs, slow-downs, stoppage of work or any other acts of any nature that tend to interfere with the operations of the City or its Police Department, nor picketing of any nature. The Union agrees that during the life of this Agreement neither it nor its officers, representatives, stewards or members will for any reason, directly or indirectly, call sanction, encourage, support or engage in any strike, work stoppage or any of the other foregoing activities.

(b) In the event of a strike, work stoppage or any other of the foregoing activities, the Union shall instruct the involved employees in writing that their conduct is in violation of this Agreement and that they may be disciplined up to and including discharge at the discretion of the City, and the Union shall instruct all such persons to immediately cease such conduct.

(c) The City shall have the right to discharge or otherwise discipline any employee who is responsible for, who shall participate in, or who shall give leadership to any activity herein prohibited.

(d) In the event of a violation of this Article, the City shall have the right, in addition to the foregoing and any other remedies it may have, to obtain injunctive relief.

7. STEWARD AND ALTERNATE STEWARD

(a) There shall be one Chief Steward and an alternate steward who shall represent the employees in the bargaining unit. The alternate steward may exercise the authority of the Chief Steward only in the event the Chief Steward is absent from work. These stewards shall be regular employees working in the Police Department.

(b) The Union will immediately notify the City in writing of the names of the stewards and of any changes in personnel in these positions.

(c) After obtaining approval of his supervisor and recording his time, the Chief Steward (and in his absence, the alternate steward) will be permitted to leave his work during working hours, without loss of pay, for the purpose of investigating and presenting grievances, and arbitrations, to the City in accordance with the terms of the grievance procedure. The privilege of the Chief Steward (or in his absence, the alternate steward) to leave his work during working hours, without loss of pay, is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be

provisions of the Michigan Public Employment Relations Act,
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(b) Any individual employee at any time may present grievances to the City and have the grievances adjusted, without intervention of the Union, if the adjustment is not consistent with the terms of this Agreement, provided that the Union has been given opportunity to be present at such adjustment.

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abused, and that he will continue to work at his assigned job at all times except when permitted to leave his work for the purpose of handling grievances. The Chief Steward (or alternate steward) will report his time to his supervisor upon returning from the grievance discussion.

8. GRIEVANCE PROCEDURE

(a) Should any difference arise between the City and the Union or between the City and any employee as to the meaning or application of or compliance with the provisions of this Agreement, it shall be settled in accordance with the grievance procedure set forth below.

Step 1-Verbal Discussion. An employee having a grievance shall, within three days (excluding Saturday, Sunday and holidays) after the act or incident complained of, present his grievance verbally to his supervisor. The steward may be present at this step if so requested by the employee.

Step 2-Supervisor. If the employee and the supervisor are unable to adjust the grievance, it shall be reduced to writing, setting forth the facts necessary to an understanding of the issues involved, signed by the grievant, and submitted by the steward to the Chief of Police for resolution. Any grievance not submitted in writing and received by the Chief of Police within eight days (excluding Saturday, Sunday and holi-

days) after its occurrence shall be deemed to have been waived and considered automatically closed. The written grievance shall be discussed between the steward and the Chief of Police, who shall give his written decision within five days (excluding Saturday, Sunday and holidays) of receipt of the written grievance.

Step 3-City Manager. If the grievance is not satisfactorily settled by written disposition at Step 2, it shall be presented to the City Manager within five days (excluding Saturday, Sunday and holidays) of receipt of the written disposition at Step 2. The City Manager shall provide a written disposition of the grievance to the steward who presented it not later than five days (excluding Saturday, Sunday and holidays) after the date on which the City Manager received the written grievance.

Step 4-Grievance Committee. If the written disposition afforded the grievance by the City Manager at Step 3 is not satisfactory, the Union may within five days (excluding Saturday, Sunday and holidays) of receipt of the written disposition at Step 3 serve a written request on the City Manager that the grievance be taken up at a meeting of the Grievance Committee. The Grievance Committee shall meet within ten days thereafter to consider the grievance. The Grievance Committee shall consist of not more than three representatives of the Union and three representatives of the City. The Union

representatives shall consist of the steward and two other members to be selected by the Union, and may include the Union's staff representative or other outside representatives. The City shall designate three representatives, one or more of whom may be an outside representative. The City shall provide the steward with a written disposition of such grievance not later than five days (excluding Saturday, Sunday and holidays) following the meeting of the Grievance Committee which considered the grievance.

Step 5-Arbitration. In the event the grievance is not satisfactorily settled in Step 4, the Union may invoke arbitration of the issue in accordance with the following procedure:

(i) Notify the City within fourteen (14) calendar days of receipt of disposition at Step 4 of intent to submit the issue to arbitration. Following such notification of intent to arbitrate, the parties shall attempt to select an arbitrator to arbitrate the disputed issue or issues.

(ii) In the event the parties have not selected an arbitrator within fourteen (14) calendar days of the date of notification of intent to arbitrate, the Union shall file for arbitration within fourteen (14) calendar days with the American Arbitration Association, the arbitration to be conducted pursuant to the then-obtaining rules.

(iii) The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any agreements made supplementary hereto, and shall only concern himself with the interpretation and application of the terms of this Agreement. Rates for new jobs and new job classifications shall not be subject to arbitration. In no event shall any award be retroactive beyond the date on which the grievance was first presented in written form in Step 2 of the grievance procedure.

(iv) The decision of the arbitrator shall be final and binding on both parties. The expense of the arbitrator shall be shared equally by the City and the Union, except, however, that each party shall be responsible for compensating its own representatives and witnesses.

(v) In the event a grievance shall proceed through Step 4 and arbitration has not been invoked within fourteen (14) calendar days thereafter, or within fourteen (14) calendar days after the parties have failed to mutually-agree upon an arbitrator, such grievance shall be considered as having been finally resolved and to be without further recourse.

(b) Any settlement arrived at by the City and the Union is binding upon the City, the Union and the employees involved.

(c) Any grievance not appealed to the next step in the grievance procedure within the time period prescribed herein shall be considered settled on the basis of the last answer and not subject to further review. The time limits herein may be extended by mutual agreement.

(d) No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

9. VISITS BY UNION REPRESENTATIVES

The business representative of the Union shall have reasonable access to the City's premises where Union employees work for the purpose of adjusting grievances and representing members of the Union at any time during working hours providing that contact is first made with the City Manager or other appropriate representative and that the visit does not interrupt the normal work of the Department.

10. DISCIPLINE AND DISCHARGE

(a) Disciplinary action or measures may include the following:

Oral reprimand
Written reprimand
Suspension
Discharge for just cause

The City shall give the affected employee, and his/her steward or alternate steward, notice and opportunity to be heard, as constitutionally required, prior to suspension or discharge. In the event an employee is discharged, the Union may elect to bypass Steps 1, 2 and 3 of the Grievance Procedure by filing a grievance and serving a written request within three days (excluding Saturday, Sunday and holidays) after the discharge is effective on the City Manager, and the discharge grievance shall thereafter be processed starting with Step 4 of the Grievance Procedure.

(b) To be valid, disciplinary action must be undertaken within thirty (30) calendar days after knowledge of the offense committed. It is understood that correlative civil or criminal investigations may extend the time period.

(c) Written notice of discipline which results in suspension or discharge shall be mailed to the Union by the City within seventy-two (72) hours, excluding Sundays and Holidays, of the imposition of such suspension or discharge.

(d) Should an employee be suspended without pay for a period in excess of twenty-eight (28) days, said employee may elect to receive payment for any accrued vacation at that time. If the suspension is upheld, the vacation days shall remain subtracted from the employee's account.

(e) In imposing discipline on a current charge, the City may not base its decision on prior infractions which have occurred in excess of the twenty-four (24) month period immediately preceding the alleged infraction, except for disciplinary actions relating to attendance and/or tardiness.

11. SPECIAL MEETINGS

Special meetings for important matters will be arranged between the Union and the City upon the request of either party. Such meeting shall be between at least two representatives of the City and at least two representatives of the Union, and either party may designate one or more outside representatives to act on its behalf. Arrangements for special meetings shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. The matters taken up in special meetings shall be confined to those included in the agenda except upon mutual agreement by both parties.

12. PROBATIONARY EMPLOYEES

(a) All new patrol and ordinance officers shall be regarded as probationary employees for the first twelve months of their employment. All new dispatchers shall be regarded as probationary employees for the first six months of their employment. The City may extend the probationary period of a dispatcher for up to six (6) months after notice to the

employee and Union. Upon completion of the probationary period all regular employees will be retroactively granted seniority ranking from their date of hire in the Department.

(b) Until given seniority ranking upon completion of the probationary period, an employee shall be subject to lay-off, transfer, discipline or discharge at the sole discretion of the City and without recourse to the Grievance Procedure. The City shall have no responsibility to re-employ any probationary employee who may be laid off.

13. SENIORITY

(a) Seniority is herein defined as the length of an employee's service in the Police Department from his last date of hire by the Department. Each employee will be placed on the seniority list of his group. The following groups shall, for purposes of layoffs and recall, be non-interchangeable:

1. Patrol Officer
2. Dispatcher
3. Ordinance Officer

(b) Seasonal and temporary employees shall not acquire seniority and the periods of their employment as seasonal or temporary employees shall not be credited for seniority purposes or for purposes of computing their probationary period if they become regular employees. (Seasonal means any employee who is employed for any seasonal activity.)

(c) The seniority list on the date of this Agreement will show, for each group, the name and seniority date of all employees of the unit entitled to seniority. The City will keep the seniority list up to date at all times and will provide the Union Representative with up-to-date copies as required.

14. LAYOFFS

"Layoff" means a reduction in the working force due to a decrease of work or other legitimate reasons. In all cases of layoff, the principle of straight seniority within the group affected shall be observed and seniority shall govern. The City will, whenever possible, give at least three days notice prior to layoff to the employees affected together with a list of the names of such employees to the Union.

15. RECALL PROCEDURE

When an increase in force is necessary, employees previously laid off who have seniority will be recalled in the order of seniority within their group.

16. LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons:

- (a) If he quits or retires.
- (b) If he is discharged, unless reversed through the Grievance Procedure.

- (c) If he is absent without notice or excuse acceptable to the City for three or more working days.
- (d) If he fails to report for work within seven (7) calendar days after the date of mailing written notification to return to work to the employee's last known address.
- (e) If he fails to return to work upon termination of a leave of absence unless such time is extended by the City.
- (f) If he is laid off for a period in excess of eighteen (18) months, or the length of seniority, whichever is less.
- (g) Separation upon permanent partial or total disability.

Exceptions may be made by the City.

17. TRANSFERS

If an employee having seniority is transferred to a position under the City not included in the unit and is thereafter transferred again to a position within the unit, he shall accumulate seniority only for a period of up to one (1) year while working in the position outside the unit to which he was transferred, and upon his return to the unit he shall retain such rights accrued for the purposes of any benefits provided for in this Agreement.

18. VETERANS

The City will comply with the applicable provisions of the Universal Military Training and Selective Service Act, as

amended from time to time.

19. SICK LEAVE

(a) Regular employees will accrue one (1) sick leave day (8 hours) for each month in service, beginning with the first full calendar month of service. Sick leave will be credited to the employee on the last day of each month for the month just completed.

(b) (1) Sick leave may be taken in one-quarter day increments for patrol officers and ordinance officers. To be eligible for such sick leave, the employee must give at least twenty-four hours prior notice, and must furnish appropriate medical verification.

(2) Sick leave may be taken in one-quarter day increments for dispatchers only if an ordinance officer can fill-in during his/her regular work day. To be eligible for such sick leave, the employee must give at least twenty-four hours prior notice, and must furnish appropriate medical verification.

(c) If an employee's employment terminates by reason of his death, retirement or voluntary resignation after ten full years of continuous service with the City, the City shall pay to the employee (or, in the event of death to the employee's estate or, if requested in a writing signed by the employee and filed with the City, to his designee), an amount

equal to fifty percent (50%) of the unused sick leave credited to such employee's account at the date of his termination. No compensation will be allowed for accrued sick leave days if separation from employment is the result of any other reason.

(d) Sick leave shall not be considered as 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. Abuse of the sick leave privilege will result in disciplinary action up to and including discharge. Sick leave will not be allowed when illness or injury is due to willful misconduct or due to self-employment or employment by other than the City.

(e) When an employee expects to be absent from work due to illness, he shall notify or cause to be notified his supervisor prior to the beginning of that employee's shift. The employee shall, upon his return to work, fill out a sick leave form and present it to his supervisor. Should the employee fail to do this, no sick leave time will be paid. 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 is allowed, and shall be mandatory if the illness or disability continues for four (4) or more working days.

(f) After all sick leave is used, the employee may, if he so elects, use vacation leave for sickness or disability

and payment will be made therefor to the extent of vacation leave accrued.

(g) When an employee who is sick or disabled (except for injury on the job as defined below) receives his last check for sick leave and, if he so elects, for accrued vacation leave, he will be placed on leave without pay for a period not to exceed one year or his seniority, whichever is less. If, at the end of that time, the employee is still unable to return to work, his employment and seniority shall be terminated.

(h) In the event an employee's illness or injury exceeds thirty (30) calendar days, he shall cause any applicable disability insurance forms to be completed and filed with the City; and no further sick leave benefit checks shall be sent to the employee until such forms have been submitted to the City.

(i) Sick leave or vacation leave used while receiving disability insurance benefits shall be deducted at a proportionate rate using the amount of the disability benefit received as a function of the employee's regular straight time daily wages.

(j) The City shall continue to pay an employee's health and dental insurance premiums while the employee is off work pursuant to this Paragraph 19 until said employee has exhausted sick leave and his accrued vacation leave and is

placed on a leave without pay status pursuant to section (g) above.

(k) Sick and vacation leave credits will not accrue when an employee is off work for thirty (30) calendar days or more. An employee shall receive eight (8) hours holiday pay for each holiday which may fall within the first thirty (30) calendar days that the employee is off the job due to illness or injury (not job-related).

(l) The City shall provide a disability benefit program for regular full-time employees. Benefits shall become available beginning the thirty-first (31st) day of sickness or accident. The weekly benefit amount shall be sixty-six and two-thirds (66-2/3%) percent of forty (40) straight-time hours pay, less integration, to a maximum of \$500 per week. Benefits continue for a maximum of fifty-two (52) weeks, and cease on the employee's seventieth (70th) birthday.

The disability benefit program is currently provided by the Federal Home Life Insurance Company. The City retains the right to change carriers, or to self-insure (in whole or in part), as long as substantially equivalent benefits are provided.

Set forth herein is only a description of coverage. The terms and conditions of the policy are incorporated by reference, and are controlling.

Any dispute regarding the payment of benefits or the disability program is a dispute not subject to the grievance and arbitration procedure.

20. SICK LEAVE BANK

Each employee's individual sick leave bank is capped at a maximum of four hundred (400) hours, plus the monthly accrual, if any, during the contract year. By the end of July each year, each employee will receive payment for three-quarters (75%) of all accrued sick leave hours above four hundred (400) hours, if any, at the employee's prior June 30 wage rate.

21. INJURY ON THE JOB

(a) Injury on the job means any absence required as the result of an injury or illness incurred in the course of employment for the City which is covered by the Michigan Worker's Compensation Act.

(b) The employee shall notify his supervisor immediately of any illness or injury incurred while on the job.

(c) Employees on disability absence for reason of injury on the job shall be paid, for a period not to exceed 270 calendar days from and after the date on which the injury occurs and/or reoccurs (the issue to be determined by the Bureau of Worker's Compensation) for such amount as, when added

to the benefit received under the Worker's Compensation Act, will bring the employee's net income from wages, after deducting the federal and state income tax payable and retirement contributions with respect thereto, to 90% of what his net income would have been, (based upon applicable straight-time wages set forth in Section 26 hereof), after deducting the applicable federal and state taxes and retirement contributions, had he not been injured on the job. An employee may request an alternate arrangement with the City with respect to a delay in the start of receiving workers compensation benefit payments and the repayment of advance(s) paid to the employee by the City. No charge shall be made to the employee's own accrued sick leave days.

(d) Subsequent to the completion of the 270 day period referred to in sub-paragraph (c) above, the employee, if still unable to return to work, must exhaust his/her accrued sick leave and vacation days on a one-half day charge off basis. The City will pay the employee the difference between his/her regular take home pay (as defined above) and the benefits received under the Worker's Compensation Act.

(e) Sick leave credit will not accrue when an employee is off for work-related injury or illness. Vacation leave credit shall accrue for a maximum period of ninety (90) calendar days when an employee is off work for work-related illness or injury. Both sick and vacation leave credit will

resume following the employee's return to work. An employee shall receive eight (8) hours holiday pay for each holiday which may fall within the first ninety (90) calendar days that the employee is off the job due to work-related illness or injury.

(f) The City shall continue to pay health and dental insurance premiums while the employee is off work pursuant to this Paragraph 21 until said employee has exhausted sick leave and accrued vacation leave and is placed on a leave without pay status.

(g) An employee's seniority and employee status shall terminate should the employee not return to work within one (1) year after receipt of his last check for accrued sick and vacation leave.

(h) The employee shall provide to the City a copy of all Worker's Compensation Insurance benefits received, so that the City may meet its obligation as set forth above in this section.

22. FUNERAL AND SERIOUS ILLNESS/INJURY

(a) In the case of death in his immediate family, a regular employee may be granted a leave of absence with pay for a period not to exceed three (3) days [or, in the event the funeral is held outside the State of Michigan, for a period not to exceed five (5) days] upon the recommendation of the City

Manager. Immediate family is defined as wife, husband, child, step-child raised in the home, brother, sister, parent, grandparent, parent-in-law, brothers and sisters of spouse, and spouses of brothers and sisters. Fifty (50%) percent of any time taken as funeral leave is chargeable to sick leave.

(b) In the case of serious illness/injury in his immediate family, a regular employee may be granted a leave of absence with pay for a period not to exceed three (3) days [or, in the event the matter is outside the State of Michigan, for a period not to exceed five (5) days] upon the recommendation of the City Manager. Immediate family is defined as wife, husband, child, brother, sister, parent, grandparent, parent-in-law, brothers and sisters of spouse, and spouses of brothers and sisters. One hundred (100%) percent of any time taken as serious illness leave is chargeable to sick leave.

(1) The City Manager may request a doctor's certification of illness/injury if he wishes to do so.

23. PERSONAL LEAVE

(a) Each regular employee (excluding temporary and seasonal employees) shall be entitled, after completion of one (1) year of continuous service with the City, to take three (3) personal leave days each fiscal year.

(b) An eligible employee may take a personal leave day only upon giving forty-eight (48) hours notice to the Chief

of Police (or, if the Chief is not available, to the employee's supervisor) and receiving the prior approval of the City.

24. HOLIDAYS

(a) The following holidays shall be recognized and observed as paid holidays:

Good Friday	Christmas Day
Memorial Day	New Year's Day
Independence Day	Christmas Eve
Labor Day	New Year's Eve
Thanksgiving Day	Easter
The Friday after Thanksgiving Day	One floating holiday

(b) An employee shall be eligible for holiday pay if he works his last scheduled work day prior to the holiday and the next scheduled work day following the holiday unless excused by the City Manager or on authorized vacation leave or sick leave.

(c) Regular employees who work on any of the foregoing holidays shall be paid one and one-half (1-1/2) times their regular hourly rate for each such holiday worked. An employee called in to work a holiday on the employee's scheduled day off shall be paid double-time his regular hourly rate for said holiday.

(d) New employees hired prior to January 1, will be credited with the one floating holiday. If hired after January 1, the employee shall not receive the floating holiday that fiscal year.

25. VACATION

(a) Each full-time employee who has completed one (1) year of continuous employment with the City is entitled to ten (10) days (80 hours) vacation to be taken in the next year of employment.

(b) Each full-time employee who has completed five (5) years of continuous employment with the City is entitled to fifteen (15) days (120 hours) vacation to be taken in the next year of employment.

(c) Each full-time employee who has completed ten (10) years of continuous employment with the City is entitled to twenty (20) days (160 hours) vacation to be taken in the next year of employment.

(d) Vacation days must be taken in units of not less than five (5) days at any one time. Periods of less than five (5) days may be granted by the Police Chief or the City Manager.

(e) Employees who are entitled to vacation may receive payment in lieu of vacation, in whole or in part, for the period, if the City has reasonable cause to refuse or cancel the vacation. Alternatively, an employee may choose to reschedule said vacation prior to his next anniversary date.

(f) Vacations will be granted at such time during the year as are suitable, considering both the wishes of employees and efficient operation of the City. No two employees can be

on vacation at any one time except in the months of July and/or August two (2) patrol officers may be on vacation at the same time only if approved in advance by the City Manager or his designee.

(g) When a holiday is observed by the City during a scheduled vacation, the vacation may be extended one day continuous with the vacation, if mutually agreed.

(h) If an employee becomes ill, is under the care of a duly licensed physician, and is confined either to his home or a care facility during 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.

(i) Vacation days will be credited to the employee on his anniversary date. Vacations must be used by the following anniversary date unless mutually agreed.

Vacation picks will run calendar year, January 01, through December 31.

First choice vacation picks must be scheduled by March 01. Picks will be scheduled first by rank and then by seniority. The school liaison officers shall participate equally.

An employee must have the appropriate number of days requested, in his vacation bank, for the dates desired off, unless mutually agreed.

If first choice is January, February or March, request must be submitted by December 01.

26. WAGES

For all employees as of the date of execution of this Agreement, wages shall be as follows:

(a) Patrol Officer. The annual salary of Patrol Officers, based upon 5 day - 8 hour shifts, shall be as follows effective as of the date indicated with the progressions indicated for each twelve months of service as a patrolman for the City:

	<u>Effective July 1, 1991</u>	<u>Effective July 1, 1992</u>	<u>Effective July 1, 1993</u>
Start	\$23,709	\$ 24,776	\$ 25,767
After 12 months	26,295	27,478	28,577
After 24 months	28,884	30,184	31,391
After 36 months	31,471	32,887	34,202
After 48 months	36,699	38,350	39,884

(b) Dispatcher. The hourly wage rate for Dispatchers shall be as follows, with the progressions indicated for each six months of service as a dispatcher for the City:

	<u>Effective July 1, 1991</u>	<u>Effective July 1, 1992</u>	<u>Effective July 1, 1993</u>
Start	\$ 9.88	\$10.32	\$10.73
After 6 months	10.53	11.00	11.44
After 12 months	11.14	11.64	12.11

(c) Ordinance Officer. The hourly wage rate for Ordinance Officers shall be as follows, with the progressions

indicated for each twelve months of service as an Ordinance Officer for the City:

	<u>Effective July 1, 1991</u>	<u>Effective July 1, 1992</u>	<u>Effective July 1, 1993</u>
Start	\$11.28	\$11.79	\$12.26
After 12 months	11.91	12.45	12.95
After 24 months	12.72	13.29	13.82

(d) Any periods of seasonal or temporary employment shall not be included in determining length of service for pay purposes.

(e) Wage adjustments made due to length of service will be made effective to the nearest complete pay period.

(f) For each six-month period an employee is on an unpaid status from the City, said employee shall not accrue seniority for purposes of vacation accrual, longevity pay, or wage adjustment. This does not apply to a duty-related illness or injury.

27. CALL-IN TIME, COURT TIME, AND EXTENDED SHIFT TIME

Regular employees shall be paid one and one-half (1-1/2) times their regular hourly rate in the following instances:

(a) Call-In Time. For the time worked when called

into work for emergency purposes. The employee shall be paid for a minimum of three hours.

(b) Court Time. For the actual time spent attending court proceedings to the extent that such time is not included within the shift which the employee is scheduled to work. A minimum of two hours shall be paid unless the time at which the employee is required to report to court is within two hours prior to the start of his regularly scheduled shift or unless his required attendance is completed within two hours after he finishes his scheduled shift. If an employee is required to attend court proceedings during a period of time when he is on vacation, he shall not be charged with vacation time for the actual time spent attending such court proceedings (nor shall he be paid overtime pay). Any witness fees that are received for court appearances for hours that an employee is already being paid by the City, shall be turned in to the City.

(c) Extended Shift Time. For the time worked in excess of eight (8) hours in any one shift, provided the employee works the scheduled work week unless excused.

(d) There will be no duplication of overtime pay for the same hours worked.

(e) The department may schedule up to six (6) special departmental meetings per contract year and require attendance. Pay shall be at time and one-half, with a two hour

minimum for those off duty. These meetings would require fifteen (15) days advance notice.

For employees scheduled off at the time of the meeting, the Police Chief will not unreasonably deny a requested excuse to miss the meeting.

(f) Any employee with one or more years seniority who is called to and reports for jury duty shall be paid by the City for each day partially or wholly spent in performing jury duty, if the employee otherwise would have been scheduled to work and does not work, an amount equal to the difference between (i) the employee's regular straight time hourly rate for the number of hours up to eight (8) that such employee otherwise would have been scheduled to work and (ii) the daily jury duty fee paid by the court (not including travel allowance or reimbursement of expenses). The City's obligation to pay an employee for performance of jury duty under this section is limited to a maximum of fifteen (15) days in any calendar year. In order to receive payment under this section, an employee must give the City prior notice that such employee has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

28. LONGEVITY PAY

(a) Regular employees who have completed the following full years of service with the City on the first day of the City's fiscal year shall be paid annual longevity pay as follows:

Patrol Officer

	<u>7/1/91</u>	<u>7/1/92</u>	<u>7/1/93</u>
5 years	\$ 500.00	\$ 600.00	\$ 600.00
10 years	1,000.00	1,200.00	1,200.00
15 years	1,500.00	1,800.00	1,800.00

Dispatcher

	<u>7/1/91</u>	<u>7/1/92</u>	<u>7/1/93</u>
5 years	\$ 300.00	\$ 400.00	\$ 400.00
10 years	600.00	800.00	800.00
15 years	900.00	1,200.00	1,200.00

Ordinance Officer

	<u>7/1/91</u>	<u>7/1/92</u>	<u>7/1/93</u>
5 years	\$ 400.00	\$ 500.00	\$ 500.00
10 years	750.00	950.00	950.00
15 years	1,100.00	1,400.00	1,400.00

One-half of such longevity pay shall be paid on December 31 and one-half shall be paid on June 30. If the date on which an employee completes his fifth, tenth or fifteenth year of service occurs during the fiscal year, he shall be paid one-twelfth (1/12) of the applicable longevity pay or increase in such for each full month he is employed by the City between such date and the end of the fiscal year. Any employee whose employment is terminated for any reason shall be paid one-

twelfth (1/12) of his annual longevity pay for each full months he has been employed by the City (not counting time off while on a leave of absence) since the beginning of the City's fiscal year during which his employment terminates.

(b) Longevity pay shall be pro-rated for each thirty calendar days an employee is off (other than on a duty-related illness or injury) on an unpaid status from the City

29. UNIFORM ALLOWANCE

(a) Patrolmen. All new patrolmen shall be given a uniform allowance of \$500.00 at the time they are hired. Regular patrolmen shall receive a uniform allowance of \$500.00 per year, except that such \$500.00 allowance shall not be paid to any patrolman who has received the initial \$500.00 uniform allowance during the fiscal year. (Regular patrolmen may carry over to the next fiscal year any unused portion of their yearly \$500.00 uniform allowance up to a maximum of \$50.00). In the event that any portion of a patrolman's uniform is damaged in effecting an arrest or responding to an emergency and the patrolman is not reimbursed therefor by court costs, when the damaged article is turned in, the City shall provide a replacement to the patrolman. Effective July 1, 1993, the uniform allowance shall be increased to \$550.00.

(b) Dispatchers and Ordinance Officers. The City shall provide uniforms to all new dispatchers and a new ordinance officer at the time of hire. Regular dispatchers

shall receive a uniform allowance of \$375.00 per year, and the ordinance officer shall receive a uniform allowance of \$475.00 per year, except that such allowances shall not be paid to any person who has received his initial uniforms during the fiscal year. Effective July 1, 1993, the uniform allowance of a dispatcher shall be increased to \$425.00. Effective July 1, 1993, the uniform allowance of an ordinance officer shall be increased to \$525.00.

(c) The only items that shall be charged against uniform allowance are uniform items (excluding non-uniform items such as underwear, tee-shirts, white socks, etc.) and authorized equipment items.

(d) Shoulder Patches. The City shall provide shoulder patches.

(e) Any uniform items, equipment, and leather goods purchased within an employee's last twelve (12) months of employment and purchased with an employee's uniform allowance shall be returned to the City upon termination of employment. The purchase price of any items not returned to City shall be deducted from the employee's final check.

(f) The cost to replace any lost or stolen badges will be deducted from an employee's uniform allowance, except if lost or stolen in the line of duty.

(g) Employees who exceed their uniform allowance shall rectify the situation within ten (10) calendar days of notification of the overage. A payroll deduction in the amount of the overage shall be an option of the City to collect the amount due after an additional ten (10) days.

30. HOSPITALIZATION INSURANCE

The City shall provide, after thirty (30) days employment, for each regular employee and his family:

(a) (i) The basic Blue Cross and Blue Shield Preferred Group Benefits MVF-1 Semi-Private Plan and the Master Medical Plan and a \$2.00 deductible drug rider; or (ii) insurance benefits under a policy procured from Aetna, Connecticut General, Hartford, Travelers, Prudential, Metropolitan or John Hancock that are substantially comparable to those provided under the foregoing plans; and

(b) The 50/50 Co-Pay Dental Plan.

(c) A dependent child, age eighteen (18) years or less, of a regular employee shall be eligible for orthodontic dental insurance coverage as follows:

1. \$1,000 maximum per child per life;
2. 50/50 co-pay.

Should an employee be killed in the line of duty, (i.e., an on-the-job injury), the City shall maintain hospitalization coverage for his widow for a maximum period of

five (5) years, and for his children for a maximum period until each may reach age 18.

The deductible for master medical shall be:

1. Individual: \$100 per year
2. Family: \$200 per year

The co-pay shall be 90/10.

(d) The City of Rochester may allow a retiree collecting a retirement benefit from the Michigan Municipal Employees Retirement System (MERS) or other acceptable Retirement Plan to continue hospitalization insurance coverage on the City group policy provided that:

- 1) The insurance premium is paid to the City by the first of the month; and
- 2) The effective date to the retirement is contiguous with the last date of regular employment with the City; and
- 3) The approval of the hospitalization insurance carrier.

Failure to meet any of the above conditions would disqualify the employee from any continued or future coverage.

31. LIFE INSURANCE

Each regular full-time employee shall be covered with \$30,000 term life insurance pursuant to Combined Insurance Company of America, Policy No. Group 600, OF446, or a comparable policy. Said insurance shall contain a double indemnity provision for accidental death.

32. RETIREMENT BENEFITS

(a) Each full time patrol officer who qualifies thereunder shall receive those pension benefits to which he is entitled under Plan B-2 under the Michigan Municipal Employees' Retirement System. Each full time ordinance officer and dispatcher who qualifies thereunder shall receive those pension benefits to which he is entitled under Plan C-1 under the Michigan Municipal Employees' Retirement System.

(b) Eligible employees shall be covered pursuant to the Municipal Employees' Retirement System F-55 Program with a required period of credited service of twenty (20) years. Effective July 1, 1995, eligible employees shall be covered by the MERS F-50 Program with a required period of credited service of twenty-five (25) years.

(1) In consideration for this future institution of the F-50/25 Program, the Union waives any right to bargain concerning retirement benefits, and concerning insurance benefits for present or future retirees, on behalf of all members of the bargaining unit, until July 1, 1995.

(c) All regular full-time employees shall be eligible to participate in the ICMA Deferred Compensation Program. The terms and conditions of said program are incorporated herein by reference, and are controlling. Any dispute regarding the

Program is a dispute not subject to the grievance and arbitration procedure.

33. FALSE ARREST INSURANCE

The City shall pay the premiums for false arrest and punitive damage insurance.

34. PROMOTIONS

Section 1. All promotions shall be posted for a period of ten (10) calendar days, and all eligible applicants shall have the opportunity to apply to be considered for a promotion.

Section 2. To be eligible for promotion, a patrol officer must have been employed by the City for more than one (1) year at the time of posting.

Section 3. For promotion to the position of Sergeant, the following procedure shall apply:

(a) Written Test. The written test shall be designed and administered by the Michigan Municipal League or other testing agency selected by and in cooperation with the City. An applicant's percentage score shall be derived by dividing the number of correct answers (less any penalty for incorrect responses) by the number of questions asked. This percentage score shall then be divided by two, resulting in a number of points awarded.

(b) Oral Board. Each applicant is eligible to appear before the Oral Board, whose members shall be appointed by the testing agency which administers the written test. The maximum number of points which can be graded is one (100) hundred. An applicant's graded score shall then be divided by two, resulting in a number of points awarded.

(c) Score. An applicant's total score shall be computed by adding together the written points awarded and the oral board points awarded.

(d) Rule of Three. If at least three (3) eligible employees complete the testing process, all applicants will be rank-ordered in terms of total points awarded. If three applicants do, in fact, complete the examination, the City Manager shall choose one of the top three persons to fill the position, recognizing that a one year probationary period exists and further recognizing that at any time during said one year period the City Manager may remove said successful applicant from the promotional position and return said applicant to the bargaining unit position.

Should the City Manager's first choice refuse the promotion, then, assuming at least three additional names are still on the list, the City Manager must offer the position to anyone still on the list. If

the second choice refuses the promotion, the City Manager can either (1) fill the vacancy with someone from outside the Department, or (2) offer the promotion to anyone still on the list.

Should the City Manager's first choice refuse the promotion, and less than three additional names remain on the list, the City Manager can either (1) fill the vacancy with someone from outside the Department, or (2) offer the promotion to anyone still on the list.

Any given promotional examination resulting in a rank ordering of candidates shall remain valid for a period of one year. However, the City Manager reserves the right to schedule further testing within the above described one year period should fewer than four (4) employees have completed the original process. An employee shall be permitted, with the consent of the testing agency, to view his own written test paper assuming appropriate written request for same.

35. CONTRACTING AND SUBCONTRACTING OF CITY WORK

The City may contract out its work as it considers such to be necessary, provided that no employee shall be laid off as a result of contracting out work. The City will notify the Union and provide a reasonable opportunity (ten days) for discussion of the matter if possible.

36. GENERAL

(a) If employees covered by this Agreement are authorized to attend training sessions or other seminars, said employees shall receive regular, straight-time pay. For such hours spent above forty (40) hours worked in a given workweek, employees shall be paid time and one-half. For purposes of this subsection, "hours worked" includes all time compensated, such as sick, vacation, and personal time. The City shall pay regular, straight-time pay for the time spent in travel to and from the sessions and the City. If a personal vehicle is utilized to attend the sessions, the City agrees to reimburse the employee at the rate of twenty-two cents (\$0.22) per mile to and from the location of the training session. A reasonable effort shall be made to provide City transportation. Training sessions lasting less than eight (8) hours (including reasonable travel time) will require that the employee report to a supervisor for possible assignment to duty for the remainder of his normal eight (8) hour work shift.

(b) Only the two (2) patrol officers currently (as of July, 1991) being picked up shall continue to be eligible for pick up. Such eligibility shall continue only as long as the officer continues to reside within one (1) driving mile of the City.

(c) Neither the City nor the Union shall discriminate against any employee on any basis made illegal by applicable law.

(d) The current practice of trading work days shall be continued for the duration of this Agreement. Patrol officers shall be permitted to trade shifts as long as each patrol officer works at least one (1) full month on each of the three (3) standard shifts in the course of each contract year.

(i) The City shall not swing any shift(s) on less than five (5) calendar days' notice without first seeking other employees, pursuant to the applicable overtime procedure, to work. It is understood and agreed that the City has no obligation to require any sought employee to work before swinging shift(s).

(e) Overtime. The City reserves the right to require overtime, both scheduled and as an extension of the employee's shift. As to scheduled overtime and where otherwise reasonable, the following procedure shall be utilized in securing personnel:

(i) Patrol Officers (including school liaison officers): The City will offer overtime in the following manner.

a) To the officers that are off for that shift by seniority. Then,

b) To the officers that are off on other shifts by seniority. Then,

c) To the remaining officers by seniority.

The City may order the junior officer that is working on the preceding shift. The order will be cancelled if another employee agrees to work the overtime.

After following this procedure, should it not result in the immediate filling of the City's need(s), the City expressly reserves the right to order any employee to work, and/or have supervisors perform unit work.

ii) Dispatchers. The City will offer overtime in the following manner.

a) To the dispatcher that is off for the day. Then,

b) To be split by the dispatchers. Then,

c) To the ordinance officer. Then,

d) To the patrol officers according to (i).

The City may order the dispatcher who is off that day. The order will be cancelled if another employee agrees to work the overtime.

After following this procedure, should it not result in the immediate filling of the City's need(s), the City expressly reserves the right to order any employee to work, and/or have supervisors perform unit work.

iii) Should a bargaining unit employee err in following a call-in procedure, the by-passed employee(s) cannot grieve any thereby-created issue.

(f) The City shall offer its Educational Assistance Program to the employees.

(g) All insurance coverages are provided pursuant to the terms and conditions of the respective policies. Additionally, any dispute as to insurance coverage or benefit is solely between the employee and the insurance carrier, and is not subject to the grievance procedures.

(h) A maximum of three (3) days per contract year may be used by the Chief Steward and/or alternate steward to attend Union conventions, seminars, or schools. If such days are taken with pay, they shall be chargeable to the employee's vacation or personal leave day account. For purposes of this section only, two (2) employees may be permitted to attend at the same time.

(i) Maternity leave shall be treated as any other non-duty, related illness or disability as per Article 19.

(j) The City shall limit the dollar value it will reimburse an employee for the repair or the replacement of items damaged in the course of employment according to the following schedule. No other items will be considered for reimbursement, such as contact lenses, jewelry and rings.

Wrist watches: \$30

Prescription Glasses: \$100

(k) If a patrol officer or ordinance officer loses his drivers license for up to ninety (90) calendar days, he shall be placed on leave and must use his accrued vacation days, personal days, and floating holiday during this period. Once he has exhausted said days, he is on an unpaid status and must pay for his insurance benefits. If said officer loses his license for more than ninety (90) calendar days, he is subject to discipline up to and including discharge, notwithstanding the provisions of Section 10 of this Agreement.

The foregoing does not apply to loss of license for a documented medical reason.

(l) Every patrol officer must remain proficient in the use of firearms. The parties incorporate by reference the May 10, 1989 Bishop memorandum to Chief Glynn. Annual qualification attempts shall be scheduled for April, May, and June. Failure to achieve the minimum score by July 1 will require additional attempts during July, August, and September. Qualification is to be achieved by October 1.

(m) Every patrol officer hired after 1986 must maintain a breathalyzer certification.

37. BARGAINING DURING THE TERM OF THIS AGREEMENT

It is hereby acknowledged that during the negotiations which resulted in this Agreement, each party had unlimited

rights to make demands and proposals with respect to any subject or any matter not removed by ordinance, charter or law from the area of collective bargaining. This contract constitutes the entire agreement between the parties, and during the life hereof, both the Union and the City waive the right to bargain collectively with each other with reference to any other subject, matter, issue or thing, whether specifically covered herein or wholly omitted herefrom and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

Specifically, the parties agree that only the Union may challenge the issuance, deletion, amendment, revision, or application of a rule or regulation and that, should the Union process any such dispute as a grievance, the Union waives its right to submit the matter to the Michigan Employment Relations Commission ("MERC"). Conversely, should the Union submit any such dispute to MERC, the Union waives its right to process the dispute as a grievance.

38. SAVING CLAUSE

If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement or the application of such provisions to persons or cir-

cumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. The parties shall negotiate concerning any provision held invalid.

39. DURATION

This Agreement shall remain in full force and effect from July 1, 1991 until June 30, 1994, and thereafter for successive periods of one year unless either party shall, on or before the 60th day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement (on the expiration date) in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

IN WITNESS WHEREOF, the parties hereto have executed
this Agreement as of the date first above written.

For the Union:
POLICE OFFICERS ASSOCIATION
OF MICHIGAN

For the City:
CITY OF ROCHESTER

By: Penny M Cisoman
Mayor

Nancy D Miller
Clerk

Robert Wines

Mark W. [Signature]
Howard [Signature]

Robert Wines
Business Representative
Police Officers Association
of Michigan

Re: City of Rochester Police

Dear Mr. Wines:

For the collective bargaining contract dated July 1, 1991 - June 30, 1994, we have agreed to set forth five (5) agreements in this side letter, as follows:

1. For the purposes of Article 21, Section (c), net income is predicated upon the number of federal and state tax exemptions claimed on the employee's W-4 certificate as of the date of the occurrence of the disability.

2. Should an employee elect to continue health and/or dental insurance coverage on behalf of a child for whom additional premiums are required, the employee shall bear said additional cost.

3. In connection with contractual provision §36(e)(iii), should the Union perceive any abuse in failure to properly follow a call-in procedure, the Union may request a Special Meeting as set forth in Section 11 of the contract.

4. The parties recognize that the cost of medical and dental insurance is increasing, and agree to study this situation in connection with the 1994 negotiations.

5. The parties recognize that there may be difficulties associated with the Police Reserve program, and agree to study this situation.

Please initial and return one (1) copy of this side letter to me.

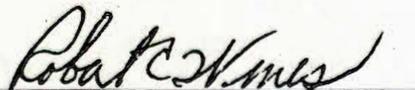
Very truly yours,

CITY OF ROCHESTER

By: 
Kenneth A. Johnson
City Manager

AGREED:

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

By: 
Robert Wines

Memorandum of Understanding

Police - School Liaison Program

It is mutually agreed between the City, the P.O.A.M. and the undersigned Police Officers that this Memorandum of Understanding is being executed to enable the City of Rochester to participate in the Police-School Liaison Program. Because of the financial constraints on this program, it is necessary to highlight certain conditions which will exist if an employee from the City of Rochester is selected by the Police Liaison Selection Committee to serve in this program. The following terms and conditions of the assignment are listed to insure a smooth operation in the program.

Overtime.

As reflected in the announcement for this assignment, the successful applicant(s) shall have a standard work assignment from 8:00 a.m. to 4:00 p.m. Monday through Friday. Although there will be evening meetings, there shall be no overtime pay associated with this assignment. Therefore, it is agreed that the employee shall be required to take time off (compensatory time off) in lieu of overtime pay. The officer selected for this assignment shall be required to schedule the time off in lieu of overtime within the ten month period of the program (i.e. between September and June of each year). Should the officer fail to schedule the comp time off prior to the conclusion of the program, the accumulated, but unused compensatory hours, shall be lost.

Work Schedule - Vacation - Other Time Off.

As reflected above, the schedule for this position will be from 8:00 a.m. to 4:00 p.m. Monday through Friday. The City's recognized holidays as contained in the Collective Bargaining Agreement shall be provided to this employee. All other requests for time off shall be scheduled through the Police Command Officers as presently required. This will include call-in notification for sick time, as well as the appropriate request for vacation, personal time, or comp time as may be earned as reflected in the above paragraph.

On days in which the schools are closed, which are not recognized as a holiday for the City, the employee

shall be required to report to the Rochester Police Department for appropriate scheduling unless he notifies and receives approval from the Command Officer that he will work in the Board office on reports, programming, etc. The officer may choose to use certain accrued vacation, personal or comp time, so as to coordinate his time off with periods during which the schools are closed (i.e. Christmas break, Easter break, etc.)

During the two month period in which the School Liaison Program is inactive (July and August) the officer shall be assigned by the Police Command Officers on the schedule where the greatest need arises.

Layoffs.

The following language is contained in Section 14 of the existing Collective Bargaining Agreement:

"Layoff" means a reduction in the working force due to a decrease in work or other legitimate reasons. In all cases of layoffs, the principle of straight seniority within the group affected shall be observed and seniority shall govern. The City will, whenever possible, give at least three (3) days notice prior to layoff to the employees affected together with a list of the names of such employees to the Union.

As a condition of participating in this program, the City will be receiving reimbursement from the School-Police Liaison Committee so that the City can employ a Police Officer to replace the individual assigned in this program. The Union herein acknowledges that should the City, in its sole discretion, cease to participate in the program, the officer(s) assigned to the program shall immediately be rescheduled into the regular police function. A layoff will immediately result to the lowest seniority Police Officer(s). By agreeing herewith, the City and the Union acknowledge that should the City's participation in this program cease, for any reason, a layoff(s) will occur as provided in Section 14 of the existing Collective Bargaining Agreement.

FOR THE UNION:

Robert C. Kines
Henry J. Davis
Mark Stolley

FOR THE CITY:

Kenneth Johnson

Letter of Understanding

In consideration for the execution of the July 1, 1988-June 30, 1991 collective bargaining contract by and between the City of Rochester ("City") and the Police Officers Association of Michigan ("POAM"), the City and POAM hereby agree as follows:

1. That, in Section 20 of the Agreement, the "three quarters" sick leave payment first becomes effective during the 7/1/89-6/30/90 contract year.

2. That, in Section 32(b) of the Agreement, effective July 1, 1995, when the MERS F-50 Program (with a required period of credited service of 25 years) goes into effect, the existing MERS F-55 Program (with a required period of service of 20 years) ceases to exist.

3. That the City has withdrawn without prejudice its proposals regarding loss of seniority concerning the City's insurance carrier refusing vehicle insurance coverage for the employee or the City, or said insurance carrier causing the City premium to be raised to a higher risk classification, as a result of an employee's driving record. It is agreed that the City may still take action in such circumstances, subject to the employee's right to grieve, and that the City's withdrawal of its specific proposal is without prejudice to its right to so act.

4. That POAM hereby withdraws with prejudice its two pending grievances regarding (1) the 1988 promotions, and (2) trading of shifts, and that said two pending grievances are forever closed.

5. That an employee who disclaims interest in obtaining a promotion prior to the commencement of the testing process shall be permitted to participate in the testing process but shall not be rank-ordered and shall not be eligible for selection.

6. That the attached July 27, 1989 letter from Chief Glynn to Officer Bishop sets forth required firearms training.

The parties further agree that this Letter of Understanding is admissible in any legal proceeding, grievance arbitration, and Act 312 arbitration.

SO AGREED:

POAM

CITY OF ROCHESTER

By: Robert K. Wines

By: Keith Johnson

Date: 2/8/92

Date: 12-19-91

City of Rochester

POLICE DEPARTMENT

P. O. BOX 10

400 SIXTH STREET

ROCHESTER, MICHIGAN 48063

TELEPHONE 851-9621



THEODORE E. GLYNN
CHIEF OF POLICE

July 27, 1989

Officer James Bishop
Rochester Police Department
Range Officer
Rochester, MI 48063

Dear Off. Bishop:

Pursuant to the request by Mr. Robert Wines, P.O.A.M., the following addresses firearms training related to proposed contract Section 36 (L).

Each sworn employee must attend firearms training a minimum of once each quarter (July through September, October through December, January through March, and April through June).

Sincerely,

THEODORE E. GLYNN
CHIEF OF POLICE

cc: H. Farris
M. Woliung