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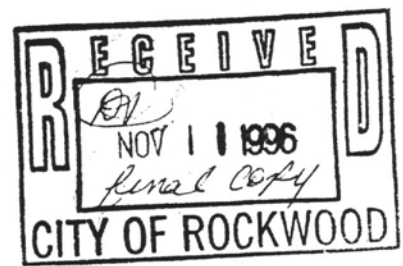
CITY OF ROCKWOOD

and

POLICE OFFICERS LABOR COUNCIL
ROCKWOOD POLICE OFFICERS ASSOCIATION

JANUARY 1, 1996 - DECEMBER 31, 1998

Rockwood, City of



INDEX

	<u>PAGE</u>
AGENCY SHOP	2
AGREEMENT	1
APPENDIX A	25
BILL OF RIGHTS	16,17,18
BULLETIN BOARD	22
CONDUCT TOWARD SUPERVISORS	21
COPIES OF CONTRACT	22
DISCIPLINE	18,19,20,21
ECONOMIC AND NON-ECONOMIC RE-OPENER CLAUSE	22
EXTENSION	23
FEDERAL AND/OR STATE FUNDING	21
GRIEVANCE PROCEDURE	14,15,16
HOURS OF EMPLOYMENT	10,11
HOSPITALIZATION	33,34
LAYOFF AND RECALL	6,7
LEAVES OF ABSENCE	7,8
LETTERS OF UNDERSTANDING	22,36
MANAGEMENT RIGHTS	2,3
MANPOWER	13,14
MAINTENANCE OF CONDITIONS	10
OTHER AGREEMENTS AND ORGANIZATIONS	3
OVERTIME EQUALIZATION	25,26
PURPOSE AND INTENT	1
PROMOTIONS AND PROBATION	9,10
RECOGNITION	1
REPRESENTATION	4,5
SAFETY CLAUSE	12,13
SAVINGS CLAUSE	22
SENIORITY	5
SEPARABILITY	23
STAND BY	12
STRIKE AND LOCKOUT PROHIBITION	21
TRADING TIMES	11
UNION DUES	2

APPENDIX A POLICE OFFICERS

PAGE

ANNUAL BASE SALARY	25
CALL BACK	31
CLOTHING AND CLEANING ALLOWANCE	28
COURT TIME	30,31
DENTAL PLAN	37
FOOD ALLOWANCE	38
FUNERAL LEAVE	32
HOLIDAYS	29,30
HOSPITALIZATION	34,35
JURY DUTY	39
LIFE INSURANCE	37
LINE OF DUTY INJURY	33
LONGEVITY	30
OPTICAL INSURANCE	37
OVERTIME	26
EQUALIZATION	26,27
PENSION PLAN	37,38
RESIDENCY	38
SHIFT PAY	26
SICK LEAVE	33
VACATIONS	31,32

APPENDIX B PART TIME DISPATCHERS

CLOTHING AND CLEANING	43
DOUBLE BACK PAY	43
EQUALIZATION OF HOURS	44
FMLA	45
HOLIDAYS	40
LINE OF DUTY INJURY	40
MINIMUM CALL IN	44
OPEN POSITION	43
OVERTIME EQUALIZATION	41,42
RESIDENCY	41
SALARY	39,43
SHIFT PAY	40
VACATIONS	42,43

ARTICLE 1 - AGREEMENT

This Agreement is made and entered into this _____ day of _____ 19____, by and between the City of Rockwood, a Michigan Municipal Corporation (hereinafter referred to as the "Employer" or the "City"), and the Police Officers Labor Council (hereinafter referred to as the "POLC" or the "Union").

ARTICLE 2 - PURPOSE AND INTENT

The intent of this Agreement is to set forth the terms and conditions of employment, which will promote orderly and peaceful labor relations for the mutual interest of the Employer, citizens and the employees and the Union.

The parties hereto acknowledge the responsibility of Employer and its Police Department to provide for the safety, protection, and well being of all employees and the citizens of Rockwood and others who may be within the City limits. Both employer and the Union recognize that the primary obligation of the Police Department is to serve the citizens. Furthermore, they are convinced that effective law enforcement activities depend on personnel who give good service under good employment conditions, which conditions include, but are not limited to rates of pay, hours of employment, etc.

As a general condition of employment, the provisions of this Agreement shall be applied equally and without favoritism to employees. There shall be no discrimination as to age, sex, sexual preference, martial status, race, religion, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

ARTICLE 3 - RECOGNITION

Pursuant to and in accordance with applicable provision of Act 379 of the Public Acts of 1965 as amended, the Employer does hereby recognize the union as the exclusive representative of all members of the bargaining unit as described herein:

All Police Officers below the rank of Lieutenant for the purposes of collective bargaining in respect to rates of pay, hours, wages, grievances, and other conditions of employment. The Employer also recognizes the union as the exclusive representative for the part-time dispatchers solely for the purposes of the primary conditions of employment and benefits set forth in Appendix B attached to this contract.

Such recognition specifically excludes the Chief of Police, and any personnel above the rank of sergeant.

ARTICLE 4 - AGENCY SHOP

Section 1 All members of the bargaining unit shall, as a condition of employment, become members of the Union within thirty (30) days of employment of entering or reentering the bargaining unit or pay service fee equal to dues paying members.

Section 2 The Employer, upon receipt of a written notice from the Union, that an employee is no longer a member in good standing of the Union, shall terminate the employment of said employee within thirty (30) days from the date of said notice, unless said employees presents a letter from the union stating that he has returned to a good membership status, prior to the expiration of the above mentioned thirty (30) day period.

ARTICLE 5 - UNION DUES

Section 1 The Employer will deduct, upon receipt of signed authorization by the individual members so long as said authorization remain in effect, any dues in the amount as certified by the Union and forward the same to the Union within thirty (30) days after such deductions have been made. Such sums shall be accompanied by a schedule showing for whom deductions have been made.

Section 2 The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance of payments of any sums other than that constituting actual deductions from wages earned by employees.

Section 3 Each employee utilizing the City deduction from pay for the remittance of sums of the union shall provide the City an authorization on the form supplied by the Union.

ARTICLE 6 - MANAGEMENT RIGHTS

Section 1 The City shall have and possess the exclusive right to manage its agencies, departments and offices and to direct its affairs, operations and the services of its employees except where in conflict with or changed by the provisions of this Agreement.

Section 2 The City may cause reasonable rules of conduct and disciplinary procedures which are not in conflict with this Agreement. These rules are to be compiled in a departmental manual which shall be furnished to all members of the bargaining unit. The City shall have the right to amend the departmental manual at their election with appropriate modifications or deletions. Actions implementing the manual shall be equitable and uniformly applied. The manual shall not contradict the articles of this agreement in its application toward the employees.

Section 3. The parties agree that there shall be not discriminatory treatment of any employee for any reason but that, in cases where such is charged, the Union shall carry the burden of proof on the matter. In such cases only, it is agreed that the fee of any arbitrator shall be wholly borne by the losing party.

Section 4. The current Department Rules and Regulations Manual in effect is recognized by the union and is subject to the grievance procedure.

Section 5. The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by law, the Constitution of the United States and the State of Michigan, the City Charter for the City of Rockwood, the Codified Ordinances of Rockwood and all amendments made thereto, and any ordinances or resolutions passed by the elected officials of the City of Rockwood. The Employer retains and reserves unto itself all right which are ordinarily vested in and exercised by Employers except such as are specifically relinquished herein this Agreement. Without limiting the generality of the foregoing, the right to manage includes the right(s): (a) to manage its affairs efficiently, effectively, and economically, including the determination of quantity and quality of service to be rendered; (b) to introduce new equipment, systems, and methods of operation, to change or eliminate existing equipment, to institute technological changes, and to decide on materials and other supplies and equipment to be purchased; (c) to construct new facilities or improve existing facilities; (d) to direct the work force, assign work, and determine the number of employees assigned to operations; (e) to determine lunch, rest periods, clean-up time, starting and quitting time, and the number of hours to be worked; (f) to discipline and discharge employees for cause; (g) to adopt, revise and enforce working rules and regulations, and to carry out costs and general improvement programs; (h) to transfer, promote and demote employees from one classification, department or shift to another; (i) to select employees for positions and to determine the qualifications and competency of employees to perform available work.

ARTICLE 7 - OTHER AGREEMENTS AND ORGANIZATIONS

Section 1 Other Agreements The City shall not enter into any agreements with employees covered by this Agreement individually or collectively or with any other organization seeking to represent such employees which in any way conflicts with the provision hereof.

Section 2 Other Organizations Employees may belong to other organizations, but not as a conditions of employment with the City, or may such other organizations represent any employee with respect to wages, hours or conditions of employment or in derogation of the exclusive bargaining agency of this Union.

ARTICLE 8 - REPRESENTATION

Section 1. It is mutually agreed that in the interest of establishing an orderly procedure for the implementation of the provisions of the Agreement, employees in the bargaining unit shall be entitled to Union representation on the following basis:

Section 2. The President and Vice-President shall be the stewards in the local association.

Section 3 A steward shall handle a grievance during the verbal step. The Union and/or a steward of the local association may handle grievance from Chief level on.

Section 4 A steward(s) during their working hours, without either loss of time or pay, may investigate and present grievances in accordance with Grievance Procedure including attendance at special conferences with management, after notification to their supervisors so that arrangements can be made for their release. This privilege shall not be denied unreasonably. Both Stewards will not be released for simultaneous investigation of grievance unless mutually agreed.

Section 5. The Police Officers Labor Council and/or Stewards of local association may perform the following.

- A. Processing and Investigating reported members grievances.
- B. Differences concerning the intent and application of the provisions of this Agreement.
- C. Represent members at hearings or proceedings affecting rights and/or benefits provided by this Agreement.
- D. Confer with local officers and members when necessary.

Section 6. The Employer shall meet for the purpose of Collective Bargaining with a committee selected by the Union, of not more than three (3) members of the local union, one (1) of which shall be a part-time dispatcher. On duty members of this committee shall be released from duty without loss of pay or benefits to attend negotiations. The Union may designate it's own spokesperson.

Section 7 If negotiations take place during the time a member of the local association's Bargaining Committee would be normally working, he shall be compensated at his regular wage rate for such time.

Section 8. During the term of this agreement, the Union shall inform the Employer in writing of the name of the Chief Steward and his alternate. The Chief Steward, or his alternate may represent members in their grievances subject, however, to the operating need of the Rockwood Police Department. Such time shall not be unreasonably or arbitrarily withheld. Under the above conditions, the employee, if such activity is during working hours, shall be compensated at his regular wage rate without loss of benefits.

Section 9. One (1) Association member shall be authorized up to three (3) work days off with pay to attend a convention conference, or seminar relating to the administration of the Collective Bargaining Agreement at which their participation is requested; provided, however, that the reasonable expenses incurred in attending such conventions, conferences, or seminars, including travel, lodging and meals shall be paid by the Association.

ARTICLE 9 - SENIORITY

Section 1 Seniority of a new police officer and/or dispatcher shall be commenced after the member has completed his probation of one (1) year and shall be retroactive from the date of appointment as Police Officer and/or dispatcher. A member shall forfeit his seniority rights only for the following reasons:

- A. Employee resigns;
- B. Employee is discharged for just cause;
- C. Employee is absent without leave for a period of three (3) consecutive days or more (exceptions to this may be made by the employer on the grounds of good cause for failure to report);
- D. Employee retires;
- E. If Employees is laid-off and not recalled to work within twenty-four (24) months.
- F. Employee fails to return to work within the time limits of a leave of absence or an extended leave of absence.
- G. If Employee fails to return to work within fourteen (14) calendar days from the date of a certified mailing of a recall notice.
- H. If an employee fails to satisfactorily complete a re-employment physical that would certify the employee's ability to perform the previous assigned work.

Section 2. Seniority list shall be furnished to the Union by the Employer once each year.

Section 3. Choice of vacation shall be on a departmental seniority basis. Requests shall be made in writing on an interoffice memo or other departmental form a minimum of 30 days in advance, and then approved and/or denied by the Chief of Police.

Section 4. Seniority shall be determined by the employees' length of service in their classification, while in the department. Time spent in the armed forces or military leave of absence, other authorized leaves, and time lost because of duty-connected disability shall be included. For the purpose of this Agreement, new employees shall acquire seniority upon completion of their probationary period, which shall date from the original date of hire.

Section 5. In the event an employee is separated from the department as a result of disciplinary action and subsequently reinstated to his position, his seniority shall be maintained from the original date of hire with approval of management and the Union.

Section 6 Departmental seniority shall be defined as the seniority earned as an employee beginning with the official date of hire. Classification seniority shall be defined as the seniority earned from the first official date of entering into the classification of patrol officer, detective, and/or sergeant. Departmental seniority shall be utilized upon returning to a lower classification.

ARTICLE 10 - LAYOFFS AND RECALL

Section 1. In the event of a layoff, part-time employees shall be laid off first, then probationary officers, thereafter, the members with the lowest amount of seniority. In the event of a recall, the member with the highest amount of seniority shall be called back first. It is understood that in layoffs and recalls the affected individual shall have to be qualified to perform the work required. During said layoff period a member's seniority shall not accumulate and no new police officer shall be hired while layoff's are in effect. In the case of part-time dispatchers, no new dispatchers will be hired while lay-offs are in effect.

Section 2 It is further understood and agreed that a laid off employee's right to recall shall continue for a period of two years or a span of time equal to his seniority, whichever is greater in the event there is not recall within said period, his seniority shall be broken.

Section 3. Notice of recall shall be sent by registered mail, with a copy furnished to the Union Steward, to the employee at his/her last address as officially recorded with the City. The employee shall be responsible to respond to the recall notice within a period of fourteen (14) calendar days. The requirement for a fourteen day response shall be relaxed only in the event that the employee's failure to contact the employer is legitimately beyond his control.

Section 4. In the event the City determines a layoff is necessary, the city will notify and within seven (7) calendar days will set a meeting with the Union and the affected parties to provide the reasons for the action.

Section 5. Any employee returning from a layoff in excess of six (6) months must satisfactorily complete a reemployment physical examination prior to returning to work.

Section 6. Any reemployment physical examination shall be given for the purpose of certifying that the officer is still capable of performing the normal tasks of the position in effect at the time of separation.

Section 7. In the event of a layoff, the affected employee(s) shall have the option of an immediate payoff of all time and benefits, or the specified percentage thereof, due them at the date of layoff. The employee(s) may also have the payoff held in abeyance, with no loss of actual time on record, until such time as the employee sees the need to liquidate said time and benefits as specified in this Agreement.

ARTICLE 11 - FAMILY AND MEDICAL LEAVE ACT

Section 1. With respect to all leaves covered by the Family and Medical Leave Act of 1993, the City will follow the provision of that Act. Employees who have worked for at least six (6) months and at least 953 hours and have successfully completed probation may take up to twelve (12) work weeks of unpaid leave during any twelve (12) months period commencing with the first date of the previous FMLA leave.

Section 2. During an approved leave of absence, the City will continue health coverage (medical, dental, life insurance, vision benefits, as available) and the employee must continue to pay his/her share of the cost of coverage on the same terms and conditions as during active employment. Failure of the employee to make timely payments will result in loss of coverage. If the employee does not return to work after the expiration of the leave, the employee will be required to reimburse the City for the cost of coverage during the leave unless the employee does not return because of the presence of a serious health condition which prevents the employee from performing his/her job or circumstances beyond the control of the employee.

Section 3. During the unpaid portion of any leave granted under the FMLA, the employee shall not accrue hours towards any employment benefits which are available on the number of hours worked by an employee (e.g. vacation, sick leave, personal leave, etc.). Employment benefits accrued by the employee up to the day on which the FMLA leave begins will not be lost.

Section 4. Employees must use any available paid vacation and paid personal leave days toward the twelve (12) weeks of FMLA leave; available sick days benefits shall be similarly used when FMLA leave is taken because of serious health conditions of the employee her/himself. Thus, the portion of the FMLA leave which is vacation leave, personal leave, will be paid according to those articles of the contract.

Section 5. Applications for FMLA leave must be submitted in writing to the Chief of Police or his designate. Applications should be submitted at least thirty (30) days before the leave is to commence, or as soon as possible if thirty (30) days notice is not possible.

Section 6. Leave of Absence A Police Officer shall be entitled to a leave of absence not pertaining to the F.M.L.A., for specified purposes and period of time without loss of seniority.

Section 7. Leaves shall be granted for a period of six (6) months to employees who are physically or mentally or otherwise disabled from performing their duties, upon showing proper proof of such disability through the period of absence, from a fully qualified physician or within whose specialty the symptoms lie.

Section 8 The City recognizes and agrees that it shall provide "Forms" upon which a city employee may request a leave of absence. Any employee desiring a leave for any reason shall submit such application when possible, within a reasonable period to the date the leave is to commence and the City shall grant or deny such request within (5) days receipt of the request.

Section 9. Any employee on military leave for service in the Armed Services of the United States shall be reinstated in accordance with the requirements of the Selective Service and Training Act of 1940 as amended.

Section 10. A Police officer during his or her leave of absence shall not do any type of police work.

Section 11. If the Police Officer returns within the period or periods granted, said police Officer's "Continuous Service Time" will not be interrupted, as referred to in Section 1.

Section 12. Any officer that takes a leave of absence may elect to continue the "Medical Benefits" portion of the contract at the at employee's expense. Any fringe benefits payments due or previously paid shall be pro-rated accordingly.

ARTICLE 12 - PROMOTIONS AND PROBATION

Section 1. Promotions for Sergeant shall be based on the results of written tests, oral examinations, and seniority points. A minimum of three years departmental seniority is required to be eligible to take any promotional exam. Detective position is not a promotion. Wage difference is for loss of overtime and holiday time.

Written Exam

A forty-five (45) day advance notice shall be given of the testing date and location. The written exam shall be conducted and graded by an outside, disinterested organization or educational institute.

A raw score of 70% must be obtained to continue to the oral examination. The written score shall constitute 70% of the total points. Candidates shall be notified of their test results within five days of Departmental notification, and the Officer shall sign for exam results.

Oral Exam

Officers shall sign for oral board notification. The Oral Board shall consist of three persons, two from law enforcement agencies who currently hold the rank of lieutenant or above. These persons shall not be professionally associated with the department or candidate. The third person shall be the Chief of Police representing the City of Rockwood. A minimum of ten days notification shall be given in writing on the date and times set for the oral examination.

Seniority Points

One-half (1/2) point shall be given per year of departmental seniority. This shall be calculated in half year increments, each counting as one-quarter (1/4) point. A maximum of ten seniority points shall be given.

Promotions shall be based on total overall points. The candidate with the highest total points shall be first to be promoted. Other candidates will be listed in order of highest points to lowest. In the case of a tie, the most senior employee shall be listed first. This list shall be the promotional list for future promotions. This list will expire two years from the date of posing and/or extended for a reasonable amount of time by mutual agreement.

Section 2 The employee who is promoted shall be on a probationary trial period for six (6) months to prove his ability.

Section 3. During the trial period, the employee shall have the opportunity to voluntarily revert to his former classification and the prevailing rate of pay. If the employee is unsatisfactory in the new position, he will be returned to his former classification and former rate of pay without loss of seniority. At any time an employee shall have the opportunity to voluntarily revert to his former classification and that prevailing rate of pay.

ARTICLE 13 - MAINTENANCE OF CONDITIONS

Sections 1. Wages, hours and conditions of employment legally in effect at the execution of the Agreement shall, except as improved herein, be maintained during the term of this Agreement. The employer will make no unilateral reduction in wages, hours, or change in conditions of employment as provided for in this Agreement during the term of said Agreement. No employee shall suffer a reduction in benefits provided herein.

Section 2. If any provisions of this Agreement are in direct conflict with the rules and regulations of the department, the contract provision herein shall be followed.

Section 3 The parties further agree that any action of the City or Police Department by ordinance or other wise, relative to the provisions of this Agreement, shall not alter the specific terms of the Agreement during the life of the Agreement, unless such change is negotiated and accepted by mutual agreement of the Parties.

ARTICLE 14 - HOURS OF EMPLOYMENT

Section 1 The regular work day shall consist of eight (8) consecutive hours per day for employees assigned to patrol, traffic and detective bureau. The regular work week shall be forty (40) hours per week.

Section 2 Employees shall be entitled to a rest or break period of not to exceed fifteen (15) minute duration during the first half of their shift and of not more than fifteen (15) minutes duration during the second half of their shift. Employees shall be entitled to a thirty (30) minute lunch period during their work day, pending that this lunch period does not interfere with police response.

Section 3 It is recognized by the Union that scheduling work is a management right. It is recognized by the Employer that such scheduling must not be arbitrarily nor capriciously scheduled such as changing an employee's work schedule from day to day, except during period of emergency.

Section 4 In the event that any police officer/dispatcher on a regular shift works more than eight (8) hours, he shall receive additional pay at the rate of time and one-half for such time over eight (8) hours.

Section 5 The work schedules showing the employee's shifts, work days and hours shall be posted in the department at all times.

Section 6 The City must provide a second officer from 8:00 P.M. to 4:00 A.M. except in emergency situations. Lay-Off's due to lack of funds will constitute an emergency.

Section 7 Any officer required to work in excess of twelve (12) consecutive hours, shall receive additional pay at the rate of double time for such time over twelve (12) hours.

Section 8 The City agrees that there will be a minimum of eight (8) hours off between work periods, including circuit court appearances, district court appearance in excess of six (6) hours, schools and training, or when an officer must make more than one (1) district court appearance in one day. Employees may, by mutual consent with the Employer, waive continuous time for schools and training.

ARTICLE 15 - TRADING TIMES

Section 1 Subject to departmental manpower requirements, and approval of the Chief of Police, employees shall be permitted to voluntarily trade work or leave days; providing that employees scheduled to work days or leave days and such originally scheduled employees shall be responsible for the attendance of his replacement and absence of replacements shall be charged to the originally scheduled employee unless scheduling is changed in the scheduling sheet; provided further, that no employee shall trade days with any other employee for the purpose of achieving any premium payments due under this contract. All such activities and/or requests under this Article shall be submitted in writing a minimum of 48 hours in advance, except in cases of emergency, and then approved and/or denied by the Chief of Police.

ARTICLE 16 - STAND BY

Section 1. Officers shall not be placed upon mandatory "Stand by" time status on leave days with the exception of an emergency; provided, however, in the event a police officer is placed on mandatory stand by; and emergency or otherwise while on leave same shall be entitled to four (4) hours compensatory time, on a regular work day same shall be entitled to two (2) hours compensatory time. If an officer is called for duty and does not respond, he or she, shall be charged for overtime equalization purposes, as having worked.

ARTICLE 17 - SAFETY CLAUSE

Section 1. The Employer shall have the sole responsibility to maintain all equipment in a safety operation condition when furnished by the Employer for use by the member in the performance of his assigned duties.

Section 2. All patrol vehicles shall be replaced after reasonable miles of usage, in addition they are to be the full police package and shall be maintained in a safe operating condition. Also, patrol vehicles shall be tuned-up and brakes inspected every 20,000 miles or as needed.

Section 3. Each officer assigned patrol or transporting people shall be assigned a prep radio at all times.

Section 4. A safety committee comprised of one (1) member appointed by Union and one (1) member from employer shall be established for the purpose of conducting regular monthly meetings in order to discuss, recommend and implement safety procedures as it relates to the equipment used by the members of this bargaining unit as supplied or should be supplied by the Employer in accordance with the recommendations of said committee. The establishment of dates for monthly meetings shall be mutually agreed upon by the City and Union.

Section 5. All members shall be furnished shields to protect ears while shooting on any range. The City agrees to the establishment of a definitive range program and shall provide Employees with fifty (50) rounds of ammunition for quarterly practice. Factory ammunition shall be provided for qualification.

Section 6. No two (2) probationary officers shall work together, without at least one officer having at least 180 days or six (6) months seniority.

Section 7. Shot guns in each patrol vehicle.

Section 8. Maintain air-conditioned cars.

Section 9. Patrol cars shall have protective screens.

Section 10 Provide necessary equipment for use in protection against bloodborne pathogens. Such basic equipment shall include safety kits as currently provided, safety gloves, and approved health and safety immunization shots.

Section 11. Provide chemical defense aerosol sprays with current date usage or when the canister is exhausted.

Section 12. Provide approved helmets and gas masks for use in dealing with civil disorders.

Section 13. Provide dual antennas, or viable alternative, for vehicle equipped with radar during the life of this contract.

ARTICLE 18 - MINIMUM MANPOWER

Section 1. It is agreed between the parties that because of the nature of the service performed by the members of this bargaining unit and the hazards relating thereto, the City of Rockwood shall use it's best efforts to maintain minimum manpower in order to insure the personal safety of the members of the bargaining unit in the performance of their duties, as well as that of the citizens they are sworn to protect. Minimum manpower shall consist of:

6 Patrolman

1 Sergeant and/or Detective Sergeant

Said minimum manpower shall be maintained except in emergency situation. Lay-off's due to lack of funds will constitute as emergency. Manpower shortage due to long term illness (60 days or more) or leave of an officer shall also be considered an emergency.

Section 2. Part Time Police Officers

During an emergency, the Chief shall have the right to maintain the manpower through the use of part-time employees. In the case of layoff, the part time position shall first be offered to the layed off officer for whom benefits will continue on a prorated basis, but only on that position funded by local funds. During an extended illness or leave of a regular employee, a part-time employee can only be hired as an independent contractor without benefits. Notwithstanding the foregoing, Article 10 shall apply.

A part-time officer may only work the normal scheduled days or extended hours that would apply to the officer he/she is replacing. No overtime shall be ordered or given to the part-time position unless refused by all other officers, then the part-time position can fill those hours. If overtime becomes available and is refused by all other officers, then the part-time position may fill those hours.

ARTICLE 19 - GRIEVANCE PROCEDURE

Section 1. A grievance shall consist of disputes between a member of the Union or a group of members of the Union and the City of Rockwood and/or its Police Department concerning the interpretation, application, or alleged violation of the provisions of this Agreement, Ordinance, Resolution, Rule, Regulations, Department Orders, Special Orders, etc. An employee covered by this agreement believing themselves wronged by an alleged violation of the expressed provision of this contract shall within twenty (20) days of its alleged occurrence or discovery thereof, process said grievance as stated herein.

Section 2. In the processing of grievance, the parties shall make available for examination such information as either party deems necessary to resolve the grievance.

Section 3. Step 1. Verbal

Any employee who feels he has a grievance may with a steward of the Union, discuss it with the Chief of Police in an effort to resolve it. If the matter is not resolved by such a discussion, the issue will be reduced to writing and processed in Step 2 within ten (10) days of answer in Step 1.

Section 4. Step 2. Written

A grievance shall be reduced in writing giving outline of the complaint and the answer requested. If a grievance is not resolved in Step 1 the local Union Grievance Committee shall forward the grievance to the Chief within ten (10) days of receiving the answer in Step 1. The Chief or his designee shall schedule and hold a meeting to discuss the grievance within seven (7) days of being served with said grievance. The Chief or his designee shall answer in writing within five (5) days of the meeting.

Section 5. Step 3. City Council

Any grievance not settled at Step 2 at the option of the Union shall be submitted to the City Council within five (5) days after receipt of a written decision of Step 2. The City Council will give its written decision on the submitted grievance within twenty (20) days after the receipt of same for the grievant; and or the Union.

Section 6. Step 4. Arbitration

If the Union feels that the grievance is not settled satisfactory in Step 3, then the union may submit the matter to Arbitration and shall initiate said proceedings within thirty (30) calendar days with the Michigan Employment Relations Commission (MERC), or other mutually agreed upon arbitration agent, requesting that one Arbitrator be selected according to their rules by giving the appropriate notice to the City of Rockwood.

Section 7. The Arbitrator so selected will hear the matter promptly and will issue his or her decision no later than thirty (30) days from the date of the close of the hearings. The Arbitrator's decision will be in writing and will set forth his or her findings of facts, reasoning, and conclusions on the issue submitted.

Section 8. The power of the Arbitrator stems from this Agreement and his or her function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He or she shall have no power to add to, or subtract from any terms of this Agreement, nor shall he have any power of authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. This decision of the Arbitrator shall be final and binding upon the Employer, Police Department, the Union, and the grievant.

Section 9. The fee's and expenses of the Arbitrator shall be shared equally by both parties.

Section 10. The Arbitrator, when considering a contract grievance, shall limit its decision strictly to the interpretation, application, or enforcement of this Agreement and they shall be without power and authority to make any decision:

- A. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement.
- B. Granting any wage increases or decreases.

Section 11. There shall be no reprisals of any kind by administrative or departmental personnel taken against the grievant, and the party in interest, the Union, or his association representative, any member of the Grievance Committee, or any other participant in the procedure set forth herein by reason of such participation.

Section 12. Grievances affecting a number of police officers may be treated as a policy grievance and entered directly at the second step of the grievance procedure.

Section 13. Grievances arising out of the same or similar set of facts or incidents may be consolidated and handled as one grievance. If the matter is resolved or goes to Arbitration, the decision on the consolidated grievance shall apply to said grievance. The decision of the Arbitrator, in any case, shall require a retroactive wage adjustment in any other similar case.

Section 14. If either party fails to process a grievance in the legal time limits, the grievance shall be found against the party who violates the time limits.

Section 15. Any grievance concerning health and safety shall be entered directly at the second step by the Union.

Section 16. Any reference to " days " shall mean calendar days unless otherwise stated.

ARTICLE 20-POLICE OFFICERS' BILL OF RIGHTS

Section 1. It is recognized that the citizens' complaints against police officers or dispatchers must be investigated in order to preserve the integrity of the profession. This investigation shall be carried out in an expeditious and professional manner. Further, that the Constitutional Rights of those individuals involved shall be preserved.

Section 2. Whenever a member of the bargaining unit is under investigation, or subject to examination or questioning by a commanding and/or the appropriate bureau or unit for any reason which could lead to disciplinary action, transfer or charges, such investigation or questioning shall be conducted under the following conditions:

A. The questioning shall be conducted at a reasonable hour, preferably at a time when the member is on duty. If such questioning does occur during off duty time of the member being questioned, he shall be compensated for such time in accordance with the overtime provisions of the contract.

B. The member under questioning shall be informed prior to such questioning of the rank, name and command of the officer in charge of the investigation, the questioning officers and all persons present during the questioning. All questions directed to the officer under questioning shall be asked by one person at a time.

C. The member under investigation shall be informed of the nature of the investigation and see written charges or accusations and have time to discuss these with Union and/or attorney.

D. Questioning sessions shall be for reasonable periods and shall be timed to allow for personal necessities and rest periods as are reasonably necessary: provided that no period of continuous questioning shall exceed one hour without a ten (10) minute rest period, without the member's consent.

E. The member under questioning shall not be subject to abusive language. No promise of reward shall be made as an inducement to answering any questions.

F. If a member about to be questioned is under arrest, or likely to be placed under arrest as a result of the questioning, he shall be completely informed of all his constitutional rights prior to the commencement of any questioning.

G. Prior to any conversation pertaining to actions of members that may result in disciplinary action to any member of this bargaining unit, the Union, or a representative of the local Association, may be present, if requested by that member.

H. No member of the bargaining unit shall be requested or required to subject himself to a polygraph examination. A member shall not be subject to disciplinary action for refusal to submit to a polygraph examination as provided by State or Federal law.

Section 3 No member of this bargaining unit shall be subjected to disciplinary actions for appearing before a State or Federal Grand Jury at which he presented testimony under oath and has been sworn to secrecy.

Section 4 If a member is charged with the commission of a misdemeanor or violation of a departmental rule or regulation and is suspended until such time as a court or trial board renders a decision as to the alleged charged, the employer shall continue to pay the member's salary and all other benefits.

Section 5 If an employee is suspended or dismissed as a result of disciplinary action and/or trial board hearing, or because he is charged with the commission of a felony, the Employer will continue to pay the employee's contractual insurance premiums until the suspension or dismissal resolved through arbitration or court decision; and if the employer's action is upheld or the employee is found guilty of the charges alleged against him, then the employee shall repay the employer the money expended for contractual insurance premiums, which monies may be deducted from the employee's accumulated sick time, annual leave, and/or holiday pay.

Section 6 The Department shall supply a recorder for all trial boards.

Section 7 The Employer may elect to represent a member against whom a claim or civil suit is brought for any act, action or omission arising in the course or out of his employment. In the event the employer elects not to represent the members, it shall identify him, paying all costs of litigation judgments, settlements entered into with the approval of the employer, court costs and attorney fees in any case where it is determined by court decision that the member was not civilly liable, or was civilly liable for an unintentional tort arising in the course or not out of his employment, or when said action is dismissed.

Section 8 In no event shall the employer be liable for the payment of judgments, settlements, attorney fees, or court costs where the member is found to have committed an intentional tort, provided the member shall have the right to select counsel of his own choosing whenever an intentional tort is proven.

ARTICLE 21-DISCIPLINE

Section 1 To update the method of discipline within the department and assure that all rights and guarantees are provided: the Employer agrees that in imposing discipline, the department will act in a fair, consistent, and equitable manner and any punishment will be related to the offense committed with due regard to circumstances of the case and for the employee's past record. The employer and department recognize the rights of employees and/or the Union, who may consider themselves aggrieved by any discipline proposed, to rise such grievance through the authorized grievance procedure.

Section 2 The Employer mutually agrees that in general, they will follow the principles of corrective and progressive discipline. In respect to minor offenses, that first there shall be a verbal warning , then a written reprimand, time off, etc., and then up to discharge.

Section 3 No warning notice need be given in a case that cause for suspension is dishonesty or drunkenness or use of narcotics, or for any member who has been served with a warrant for High Misdemeanor or Felony, or has been indicted by a Grand Jury, and he/she may be suspended forthwith.

Section 4 Written or verbal notice of any discharge and discipline suspension shall be given to the member and Union within eight (8) hours in advance of any such action with exceptions above.

Section 5 Whereas the Department has the right to administer just and fair punishment, it will do so with the following restrictions:

Section 6 An employee has the right to be confronted by his accuser. The Chief of Police shall not assume the position of the complainant in view of said accuser, regarding a citizen complaint.

Section 7 No employee shall be accused or reprimanded in public at any time. At no time shall an officer be subjected to abusive language by supervisor.

Section 8 After the penalties have been prescribed and the member feels that these penalties are not founded, not just, or too severe, if the member files a grievance these penalties shall not be considered final.

Section 9 Charges of violation of Rules and Regulations - Department process must be brought about within ten (10) days of said occurrence or when the department should have known of the occurrence.

Section 10 In all disciplinary proceedings, the employee shall be PRESUMED INNOCENT UNTIL PROVEN GUILTY and the burden of proof on all matters shall rest upon the employer.

Section 11 An employee shall not be coerced, intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this Article.

Section 12. Nothing contained in this Agreement shall be construed to deny any officer any right, benefit, or beneficial procedure which he, or she, may be entitled under the provision of the Charter of the City of Rockwood.

Section 13. No member shall be summoned before a superior officer for any type of hearing, or investigation or interview where disciplinary action may result without first having a Union representative present, if requested.

Section 14. Notification within a reasonable time shall be given to the Steward or Union officers prior to any disciplinary action taken against any member which may result in any official entries begin added to his personal file. The member shall have the right to review his personal file at any reasonable time. The member shall be furnished a copy of any new entry and shall have the right to initial or sign such entry prior to its introduction into his file and in any event, the Union shall be notified.

Section 15. The Steward and/or other representatives of the Union shall have the right to be present and, if requested by the member to represent the member at each and all levels of disciplinary proceedings.

Section 16. Before any member shall be required to make any written statement or written reply pertaining to any alleged misconduct on his part, the matter shall first be discussed between the member and his commanding officer. The member shall have twenty-four (24) hours after such meeting to make the written statement. This shall not pertain to departmental report forms.

Section 17. A member's personnel record shall be reviewed after twenty-four (24) months of satisfactory service. All disciplinary matters appearing as verbal or written reprimands shall be removed from the employee's personnel files after 24 months of service, unless additional disciplinary actions have been imposed during that time period.

Section 18. In the event the Union concludes that a member has been unjustly punished, he or she may, within thirty (30) calendar days after receipt of the judgment, appeal such judgment to Arbitration as provided. The Arbitrator shall review the cause of action and the justness of the punishment imposed. If the arbitrator decides that the punishment imposed was unduly harsh or sever under all the circumstances, he may modify the findings and punishment accordingly, and his decision shall be final and binding upon the parties and the affected members.

Section 19. The Employer may modify a disciplinary action except that the severity of the disciplinary action shall not be increased, but may be lessened.

Section 20 A member suspended without pay may forfeit, in lieu of a suspension, an equal number of accumulated annual leave or Holidays.

Section 21 All employees shall be given written-verbal counseling sessions of their work not bring up to par and instructions on how to improve. Such written-verbal counseling sessions for purposes of improving work performance shall not be considered as, nor construed as, "verbal warning" as defined by, and in, the disciplinary process. Union stewards or other union representatives are not required to be in attendance for the issuance of such written-verbal work improvement counseling sessions. Employer agrees that , when issuing such written-verbal work improvement counseling sessions, such counseling sessions shall include specific instructions for the Employee to accomplish and attain said work improvements.

ARTICLE 22 - STRIKE AND LOCKOUT PROHIBITION

Section 1 The parties to this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. Under no circumstances will the Union cause or permit its members to cause, nor will any member of the bargaining unit take part in any strike during the term of this Agreement.

Section 2 The Union and the City will not engage in, sanction of promote strike action or a lockout during the term of this Agreement or any extension thereof.

ARTICLE 23 - FEDERAL AND/OR STATE FUNDING

Section 1 The Union shall not withhold any required letter of concurrence, letter of understanding, or other such requirement of any Federally subsidized or State supported program under which the City may employ individuals using funds other than its own, unless such employment directly affects sections of this Agreement.

ARTICLE 24 - CONDUCT TOWARD SUPERIORS

Section 1. Patrolmen shall conduct themselves in an orderly and respectful manner when addressing their superior officers or representatives of the City and shall in return receive fair and courteous treatment from their Superiors, the City or its representatives.

ARTICLE 25 - BULLETIN BOARD

Section 1 The Employer shall assign a bulletin board which shall be used by the Union for posting notices, which shall be restricted to:

- A. Notices of Union recreational and social affairs.
- B. Notices of Union elections.
- C. Notices of Union appointments and results of Union elections.
- D. Notices of Union meetings.
- E. Other notices of bona fide Union affairs which are not political or libelous in nature.

ARTICLE 26 - COPIES OF CONTRACT

Section 1. The City agrees to deliver a copy of this agreement to each officer and dispatcher.

ARTICLE 27 - ECONOMIC AND NON-ECONOMIC RE-OPENER CLAUSE

Section 1 It is agreed that any other economic or non-economic matters not included herein shall be subject to further bargaining between the parties hereto during the term of this Agreement only upon mutual agreement of both parties.

ARTICLE 28 - LETTERS OF UNDERSTANDING

Section 1. It is agreed that during the term of this Agreement if any economic or non-economic matters are mutually agreed to, they shall be reduced to writing and attached to this Agreement as letters of understanding and become part of this Agreement.

ARTICLE 29 - SAVINGS CLAUSE

Section 1. If any article or section of this Agreement or any appendixes or supplements thereto should be held invalid by operation of law of by any tribunal of competent jurisdiction, or if compliance with the enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be effected thereby, and the parties shall enter into immediate bargaining negotiations for the purpose of striving at a mutually satisfactory replacement for such article or section.

ARTICLE 30 - SEPARABILITY

Section 1. This Agreement is subject to the law of the State of Michigan, with respect to the powers, rights, duties, and obligations of the City, the Union, and the employees in the bargaining unit, and in the event that any provision of the Agreement shall at any time be held to be contrary to law by a Court of competent jurisdiction from whose final judgment or decree, no appeal has been taken within the time provided thereof, such provisions shall be void and inoperative; however all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

ARTICLE 31 - EXTENSION

Section 1. This Agreement shall take effect on January 1, 1996 and remain in full force and effect until midnight December 31, 1998.

Section 2. If either party desires to modify this Agreement it shall give written notice within ninety (90) days of the expiration date of the Agreement, to the other party.

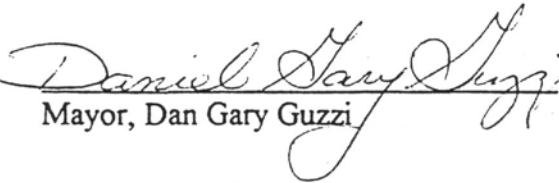
Section 3. In the event negotiations extend beyond the expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect until a new successor Agreement has been reached through negotiations, mediation or Public Act 312.

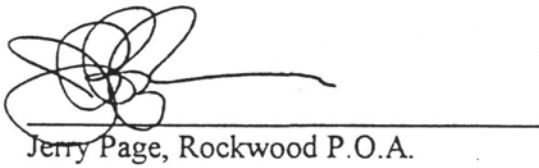
Section 4. IN WITNESS WHEREOF the parties hereto have executed this Agreement on the _____ day of _____, 1996.

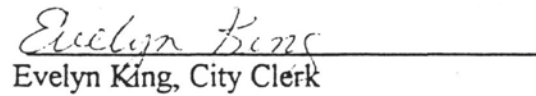
FOR THE UNION:
POLICE OFFICERS LABOR COUNCIL

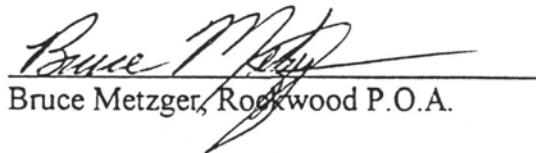
FOR THE CITY:
CITY OF ROCKWOOD


Paul Konopa, P.O.L.C.

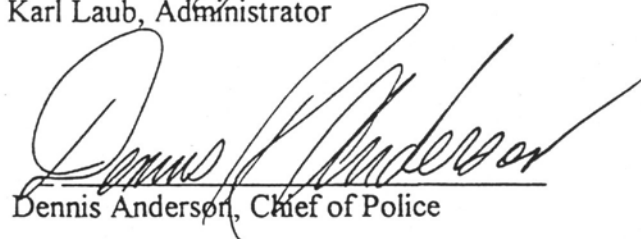

Mayor, Dan Gary Guzzi


Jerry Page, Rockwood P.O.A.


Evelyn King, City Clerk


Bruce Metzger, Rockwood P.O.A.


Karl Laub, Administrator


Dennis Anderson, Chief of Police

APPENDIX - A

ARTICLE A - 1 ANNUAL BASE SALARY

Section 1. The base salary, effective January 1, 1996, shall be as follows:

January 1, 1996 to December 31, 1996

Patrolman	37,648.00	annually	(18.10 per hour)
Detective	38,646.40	annually	(18.58 per hour)
Sergeant	40,331.20	annually	(19.39 per hour)
Det. Sergeant	40,331.20	annually	(19.39 per hour)

January 1, 1997 to December 31, 1997

Patrolman	38,584.00	annually	(18.55 per hour)
Detective	39,582.40	annually	(19.03 per hour)
Sergeant	41,329.60	annually	(19.87 per hour)
Det. Sergeant	41,329.60	annually	(19.87 per hour)

January 1, 1998 to December 31, 1998

Patrolman	39,540.60	annually	(19.01 per hour)
Detective	40,539.20	annually	(19.49 per hour)
Sergeant	42,369.60	annually	(20.37 per hour)
Det. Sergeant	42,369.60	annually	(20.37 per hour)

Section 2. The pay grade schedule shall be as follows:

0 to 6 months	75% of base pay of a Patrolman
7 to 12 months	80% of base pay of a Patrolman
13 to 18 months	85% of base pay of a Patrolman
19 to 24 months	90% of base pay of a Patrolman
Thereafter	100% of base pay of a Patrolman

ARTICLE A - 2 - SHIFT PAY

Section 1 In addition to the foregoing wage scale, the following shift premium shall be paid during the term of this Agreement for the following shifts.

Effective January 1, 1996

Afternoon Shift	(3:00 P.M. to 11:00 P.M.).....\$.50 per hour
Split Shift	(8:00 P.M. to 11:00 P.M.).....\$.50 per hour
Split Shift	(11:00 P.M. to 4:00 A.M.).....\$.65 per hour
Midnight Shift	(11:00 P.M. to 7:00 A.M.).....\$.65 per hour

Section 2 Shift pay premium shall also be paid to an officer who in fact works a full shift of which the shift pay premium is applicable as approved replacement or substitute for an officer originally scheduled to work that shift; the overtime rate, as set forth in this Collective Bargaining Agreement, shall not apply to the shift pay premium rate: (e.g.: An officer during a pay period may, because of excessive hours worked during the period, be entitled to be paid at the overtime rate with respect to a shift which the shift pay premium applies. The overtime rate (time and a half) applies to the hours worked, and also applies to the shift premium.

Section 3. Shift pay shall be paid to a detective on call in.

ARTICLE A-3 - OVERTIME EQUALIZATION

Section 1. The City shall attempt to equalize overtime as nearly as practical among officers. It is understood and agreed that a police officer working on a job at the end of a shift upon which job overtime is required that day, shall be given the first opportunity to work such overtime (I.E. extended hours, long hours, etc.....). It is agreed that this is the first step in filling a overtime vacancy. When that step has been exhausted and overtime is required, the person with the least number of overtime hours will be called first, and so on down the list in an attempt to equalize the overtime hours. For the purpose of this clause, if an officer is not available at the time of call, he is not available and will not be charged. When a message is left (I.E. beeper, recorder, etc....) for a officer concerning overtime, the city is obligated to wait no longer than 30 minutes for a response from same officer. The total equalization will be based only on the maximum number of hours worked by the officer during that period. Overtime hours refused by an officer shall be charged against same for that number of hours requested. All overtime worked shall be charged to the overtime equalization list.

Section 2 On July 1st of each year, the accumulation of hours for all police officers will be reduced to zero (0) and the list commenced again with no transfer of accumulated hours from year to year. Transferred employees shall be credited with the highest number of hours of the equalization group which he enters. Any discrepancies or inequities in the equalization process shall be remedied by scheduling overtime hours to be worked.

Section 3 The City will maintain an equalization chart or list for the Department. In addition, representatives of the Union and the Department will meet upon request of either party for the purpose of insuring that overtime is being equalized in accordance with the procedure.

Section 4 Officers who are on authorized vacation, funeral leave, shall not be charged with overtime penalties for failure to respond upon call.

Section 5 Step-up Pay: Any officer required to work in a higher classification shall be compensated at the higher rate of pay.

Section 6 The City agrees that overtime shall be taken as compensatory time or pay at the employee's option.

Section 7 The City agrees that an employee shall be allowed to take compensatory time earned as a result of overtime worked at his option and shall not be denied the time off provided it does not create an overtime situation.

Section 8 The City agrees to post the monthly audit of compensatory time.

Section 9 The City agrees that shift premium earned on compensatory time shall be paid semi-annually.

Section 10 The method of calculation to determine a police officer's regular rate of pay for purposes of overtime compensation shall include:

- * Annual base salary
- * Shift premiums within a 40 hour week
- * Longevity

Section 11 The maximum accumulation of compensatory time allowed to be banked at any single time shall be .80 hours.

ARTICLE A-4 - CLOTHING AND CLEANING ALLOWANCE

Beginning January 1, 1996:

Section 1. Clothing. Each police officer at the time of his initial hiring shall receive a first issued of complete set of uniforms and shall, thereafter, keep and maintain an equivalent set of uniforms in serviceable condition, neat and clean, at his own expense, and shall receive annual compensation therefore, for maintenance of same, an annual allowance of six hundred (\$600.00) dollars. The amount payable shall be in equal amounts of one hundred fifty (\$150.00) dollars payable quarterly, for the previous three months, commencing on the 1st day of October and each day thereafter.

Section 2 Cleaning. The Employer recognizes that the appearance of the members of this Department is most important. It is mutually agreed that the sum of four hundred (\$400.00) dollars is to be paid each member for the care and maintenance of uniforms; this allowance shall be payable in equal amounts of one hundred (\$100.00) dollars payable quarterly, for the previous three months commencing on the first day of October, and each quarter thereafter.

Section 3. Those members who work in plain clothes will be paid an equal amount as provided in Section 1 and 2 above.

Section 4 For the purpose of this article, any police officer having terminated his or her employment or as a new hire, shall be paid on a pro-rated basis during the quarterly period.

Section 5. The City shall reimburse employees for the actual replacement cost of uniform and/or equipment damaged in the line of duty. The occurrence and cost must be verified to the department. No charge will be made to the uniform maintenance allowance of that employee. No reimbursement shall be made for any damages considered to be normal deterioration due to normal use and wear.

ARTICLE A-5 HOLIDAYS

Section 1. The following shall be considered as paid holidays at regular time for the purposes of this Agreement:

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Christmas Eve Day
10. Christmas Day
11. New Years Eve
12. Officers/Dispatchers Birthday

Section 2. Officer's birthday will be used as a personal development day and will be granted the day off, same to be utilized by the officer toward his personal development in any manner, in his sole discretion.

Section 3. In lieu of paid holidays or holiday time off, each police officer shall be paid a lump sum equal to one day's base pay multiplied by twelve (12). Holiday pay to be computed at the hourly rate of pay in effect in the month of November.

Section 4. Holiday pay shall be paid to the police officer on or before the first day of December of each year.

Section 5 For purposes of this Article, any police officer having terminated his or her employment or as a new hire, shall be paid on a pro-rated basis for the number of holidays having occurred during their date of hire or the date of such termination.

Section 6. In addition to payments in Section 3, the City will pay time and one-half (1 1/2) for actual time worked on holidays under this contract. In order to be eligible for above holiday pay under this contract, the employee must:

A. Work the employee's regularly scheduled shift prior to and the employee's regularly scheduled shift subsequent to the holiday.

B. Have obtained seniority on the date or prior to the date on which the holiday occurs.

Section 7. Any increase in the total number of holidays granted to any other bargaining unit of the City shall be granted to the members of this unit.

ARTICLE A-6 LONGEVITY

Effective January 1, 1996:

Section 1. Employees upon completion of the below indicated years of service shall receive the following amounts of longevity pay. Payments shall be received as in the past.

After 4 years	\$250.00 per year
After 10 years	\$450.00 per year
After 15 years	\$700.00 per year
After 20 years	\$900.00 per year

ARTICLE A-7 COURT TIME

Section 1. Police officers whose attendance is required in court at time other than when they are on duty shall be paid for the actual time in attendance at the court (including travel to and from the Court) at time and one-half (1 1/2) for a minimum of three (3) hours at their regular rate of pay, whichever is greater. Employees has option to take pay or bank time.

Section 2. If the compensatory time method of payment is selected, the time may be accumulated in the "Court Comp-Time Book" credited to the officer's account. The bank shall be audited on a quarterly basis and a copy of the audit shall be made available to the Union.

Section 3 Each officer shall be able to use the accumulated time according to a mutually acceptable schedule between the officer and the department.

Section 4. The City shall pay all parking fees and transportation mileage.

Section 5. The City agrees that court shall include the following: Circuit Court, District Court, administrative hearings, M.L.C.C. hearing and parole board hearings.

ARTICLE A-8 CALL BACK

Section 1 Each officer called back from off duty shall receive a call-in pay in the minimum amount of four (4) hours at the rate of time and one-half (1 1/2) overtime pay. This article shall include call-back for meetings and/or schools.

ARTICLE A-9 VACATIONS

Section 1. The anniversary date for purposes of computing vacation time shall be the hiring date of each police officer.

Section 2 Each police officer hereof shall receive a vacation, fully paid, as set forth herein; beginning at the completion of the first year and thereafter:

1 year	-	2 years	=	10 days
3 years	-	4 years	=	14 days
5 years	-	9 years	=	17 days
10 years	-	14 years	=	21 days
15 years	and thereafter		=	28 days

Officers may not receive more than 50% of their vacation time in pay. Officers can only carry up to five vacation days over from their yearly anniversary date to the next year.

Section 3. Each police officer shall take the credited vacation days prior to his next succeeding anniversary date in accordance with the provisions set forth in Section 2.

Section 4. Requests for vacation must be submitted to the department head at least 30 days prior to the proposed date of commencement of the vacation. "In the event of a dispute regarding the choice of vacation time, whenever practical, the greater seniority employee will be given his/her choice of vacation time".

Section 5. If an employee should become sick while on vacation, and said illness should last more than two (2) days or more, the employee shall have the right to reschedule his or her vacation. The City shall have the right to verify the illness by a doctor's slip or by a visit from a ranking officer from the Department.

Section 6 The provisions therein shall take effect as of the date of the execution of this Agreement.

Section 7. The City hereby agrees to pay or give to the employee vacation pay for such additional time not taken.

ARTICLE A-10 FUNERAL LEAVE

Section 1 A police officer shall be entitled to four (4) working days per funeral to make preparation and attend the burial and funeral of an immediate member of his family within three hundred (300) miles of the City of Rockwood. If the funeral is outside of 300 miles, then two (2) additional days shall be allowed. An immediate member of the family for this purpose shall be deemed a husband, wife, children, parents, parents-in-law, brothers and sisters, grandparents, grandparents-in-law.

Section 2 If the death of spouse and/or children occurs, and additional two (2) days shall be allowed.

Section 3. Any additional necessary funeral time shall be charged against the accumulated sick leave time. The additional time is subject to the approval of the Chief and the Chief's refusal to grant such extension, is subject to the Grievance Procedure of this contract.

ARTICLE A-11 SICK LEAVE

Section 1. Each police officer shall accumulate one (1) day sick leave for each month of service rendered, same not to be accumulated in excess of one hundred (100) days.

Sick leave may be used for attendance of a sick spouse or child.

Section 2. A police officer or his estate shall be entitled to full pay for all accumulated sick days at retirement or death, same not to exceed sixty-five (65) days. At such time, fifty percent (50%) shall be paid no later than one (1) year from the first date.

Section 3. A police officer shall be entitled to twenty-five percent (25%) pay for accumulated sick days upon being laid off.

Section 4. Up to three (3) personal business days shall be granted to each officer. However, when taken, same shall be deducted from the officer's accumulated sick days.

Section 5. Upon mutual agreement by the police officers, they may contribute their sick days to another officer's sick bank.

Section 6. In the event of resignation, an employee shall receive twenty-five percent (25%) pay off.

ARTICLE A-12 LINE OF DUTY INJURY

Section 1. All police officers in the bargaining unit who are injured or become ill in the line of duty as defined by the Worker's Compensation Law shall be carried on the City payroll at no loss of gross pay for his classification for a period not to exceed one (1) year from the date of injury. If an officer is off in excess of 30 days in one quarter, he or she shall not be entitled to cleaning, clothing or gun allowance or any other allowance offered for the upkeep and maintenance of an officer's equipment during that quarter. Employee shall continue to earn his sick leave, vacation leave, longevity pay, hospitalization, life insurance and shall have continuous service seniority.

Section 2. After one year, if an officer is unable to perform his or her regular duties, as a result of an on-the-job accident or illness, the City will attempt to accommodate that officer by providing work for the officer based upon that employee's ability to perform such other duties.

ARTICLE A-13 - HOSPITALIZATION

Section 1. Effective May 01, 1995 the City has instituted BC/BS Plan S, which is a PPO plan. Preferred Providers are to be used. Added rider ML,FAERC,VST and MMC-POV. Master Medical Deductible is \$100/\$200. Policy to have Dental Plan A and Vision care coverage a 80. Prescription Drug Coverage, a \$10.00 preferred drug Co-pay.

Section 2 In the event that death results to a member in the line of duty or a member who becomes totally incapacitated for duty by reasons of a personal injury or disease occurring as the natural and proximate result of causes arising out of and in the course of his employment by the city and retired by the City, the employee's surviving dependents shall have coverage as set forth in Section 1 above. Wife ceases to be covered when she remarries. Each child ceases to be covered when she remarries. Each child ceases to be covered when they reach eighteen (18) years of age.

Section 3. The City may, through competitive bidding, seek coverage that is at least equal to or better than that included in Section 1. However, "acceptability" shall be part of the evaluation.

Section 4. The City of Rockwood and Rockwood Police Officers Association hereby agree that the following Hospitalization Benefit Policy shall become effective January 1, 1988, and to be included in the union contract at that time.

1. Hospitalization Benefits shall be available for all full time employees who have reached the age of 60 years old and have retired from the City with a minimum of 15 years service.

Section 5. The City will pay the cost of the above plan for employees in either the single, two person or family category. Benefits shall continue for spouse in the event of employee's death.

15 years of service	60%
20 years of service	70%
25 years of service	100% *must have reached the age of 55

Section 6. Hospitalization benefits shall be the same as regular employees, to include Optical, Dental, Prescription, etc.

Section 7. Both the Union and the Employee shall agree to implement the following procedures which, upon mutual consent of both parties, may lead to the adoption and management of a new and proposed health care benefits package, including, but not limited to, major medical, dental, and vision services. In the event that the process is not complete by the expiration of the old contract (December 31, 1998), and a new health benefits package is not selected or agreed upon by this date, both parties agree, without jeopardizing the acceptance of a new 1996-1998 contract: to continue negotiations until a health benefits package is selected; and, to provide for an acceptable modification to the new contract. The procedures shall include, but not limited to, the following:

- A. Develop a bid and specification package (Request for Proposals);
- B. Publish an advertisement/Request for proposals;
- C. Collect proposals, per the City Charter, and have bids/proposals opened at a public meeting;
- D. Review all proposals with both Union and Employer;
- E. Select proposal, with mutual consent, and seek final ratification from City Council;
- F. Seek appropriate administrative and legal review of cancellation of current health care provider, if beyond the expiration of old contract and establishment of new contract.

- G. Seek entry of accepted plan into contract upon successful cancellation of current plan.
- H. Both Union and City agree to medical benefits letter of understanding as follows:

This Letter of Understanding is hereby entered into between the City of Rockwood and the Police Officers Labor Council, Rockwood Police Officers Association on the _____ day of August, 1996.

WHEREAS; the labor contract between the City of Rockwood (the "City") and the Police Officers Labor Council, Rockwood Police Officers Association (the "POLC") expired on December 31, 1995; and

WHEREAS; the City and POLC have been negotiating the terms of employment of its successor labor agreement; and

WHEREAS; one of the proposals placed on the table by the City was a reduction of health care costs by the introduction of a ten percent (10%) employee copay plan.

NOW, THEREFORE, for and in consideration of the covenants expressed below which are hereby acknowledged by both parties:

1. The City hereby removes its proposal to require a ten percent (10%) copay as a condition of renewing its labor agreement with the POLC on the condition that the POLC acknowledge and agree that during the term of the labor agreement currently being negotiated the POLC shall work with the City to reduce the cost of providing health benefits to its members by sharing the costs of said health benefits by members of the POLC with the City or reducing the costs of those benefits by other means as can be determined by both parties.

2. The POLC hereby agrees that during the term of the labor agreement currently being negotiated the POLC shall work with the City to reduce costs of providing health benefits for its members through sharing of the health costs or other means as can be determined by both parties.

IN WITNESS WHEREOF, the parties hereto have agree to the terms set forth above by their signatures being placed below and attested thereto.

Signed, sealed and delivered

The City of Rockwood

in the presence of:

Its

ARTICLE A-14 - LIFE INSURANCE

Section 1 The City shall provide life insurance for each employee in the base amount of thirty-five thousand (\$35,000.00) dollars with double indemnity.

ARTICLE A-15 DENTAL PLAN

Section 1. The City shall continue and maintain the present dental plan. The dental coverage will be the Dental Care Preferred 50%/50%/50%.

Section 2. The City, may, through competitive bidding, seek coverage that is at least equal to or better than that included in Section 1. However, "acceptability" shall be part of the evaluation.

ARTICLE A-16 OPTICAL INSURANCE

Section 1 The City agrees to provide optical insurance coverage in the event that there is sufficient savings through bidding of the hospitalization and dental coverage to cover the costs of optical insurance.

ARTICLE A-17 PENSION PLAN

Section 1. The City will maintain the present existing pension plan provided for the employees.

Said plan, effective July 1, 1986, is held, and has been provided by the Employer, through the Principal Financial Group of Des Moines, Iowa.

Section 2 The retirement age shall be age 60. However, it shall not be mandatory for each member to retire at said age.

Section 3 The City agrees to provide the employees with a voluntary contribution plan. Employee contributions shall comply with the terms and conditions of said plan.

Section 4. Effective July 1, 1986 and July 1, 1987, the City proposes to contribute an additional \$3,500.00 dollars to the city's pension plan on behalf of all full-time City employees for the purpose of increasing the pension.

Section 5. Informal meetings on the pension plan/program of the Employer shall be conducted, upon the request of the Union, upon the successful resolve of the re-opener regarding the reform of the health care benefits package as described in Appendix A, Article 13, Section 7 of this contract. Such informal meetings regarding the pension plan/program shall not constitute a re-opener of this contract.

Section 6. January 1, 1998 - Pension factor change from 1.46 formula to 1.53.

ARTICLE A-18 RESIDENCY

Section 1. Employees shall be entitled to reside within a radius of fifteen (15) miles from the Rockwood City Hall.

ARTICLE A-19 FOOD ALLOWANCE

Section 1. When an officer is out of town for court, in-service training or any other matter arising out of the employer's business, the officer shall be provided an allowance for meals under the following controls:

- A. Activity must have prior approval of the Chief of Police or his representative.
- B. Receipt for meal must be furnished as verification of expenditure.

Section 2. Maximum allowance under this Article shall be:

- A. Breakfast - \$4.00
- B. Lunch - \$5.00
- C. Dinner - \$8.00

ARTICLE A-20 JURY DUTY

Section 1. If an employee is called for Jury Duty, he/she shall notify the employer and said employee shall be assigned to the day shift on his/her Jury Duty(s). The employer shall make up the difference between the jurist fee and the employee's full pay for Jury duty day(s).

APPENDIX B: PART-TIME DISPATCH EMPLOYEES

This Appendix refers to conditions of employment/benefits specifically for Part-Time Dispatchers.

B - 1 Salary

Section 1. The base salary, effective January 1, 1996 shall be as follows:

January 1, 1996 to December 31, 1996

1 to 5 years of service: \$8.92 per hour
5 or more years of service: \$9.19 per hour

January 1, 1997 to December 31, 1997

1 to 5 years of service: \$9.32 per hour
5 or more years of service: \$9.59 per hour

January 1, 1998 to December 31, 1998

1 to 5 years of service: \$9.82 per hour
5 or more years of service: \$10.09 per hour

Dispatchers with less than 1 year of service will be paid at a rate of one dollar (\$1.00) less per hour in each of the above years.

ARTICLE B-2 SHIFT PAY

Section 1. In addition to the foregoing wage scale, the following premium shall be paid during the term of this Agreement for the following shifts:

Afternoon Shift - \$.30 per hour

Midnight Shift - \$.30 per hour

ARTICLE B-3 HOLIDAYS

Section 1. Part-time dispatchers shall be paid double (2X) time for all actual time worked under this contract.

Section 2. Holidays are defined in Article A-5 section 1 of this Agreement, when those holidays are worked. Substitute Dispatcher's Birthday for officer's Birthday.

ARTICLE B-4 LINE OF DUTY INJURY

Section 1. All part-time dispatchers in the bargaining unit who are injured or become ill in the line of duty as defined by the Worker's Compensation Law shall be carried on the City payroll at no loss of gross pay for his/her classification for a period not to exceed one (1) year from the date of time.

Section 2. If a dispatcher is off in excess of 30 days in one quarter, he or she shall not be entitled to cleaning allowance, or any other allowance offered for the upkeep and maintenance of dispatchers uniform or equipment.

Section 3. If after one year, a dispatcher is unable to perform his or her regular duties, as a result of an on-the-job accident or illness, the City will attempt to accommodate that dispatcher by providing work for the dispatcher based upon that employee's ability to perform such other duties.

ARTICLE B-5 RESIDENCY

Section 1. Part time dispatchers shall be entitled to reside within fifteen (15) miles from the Rockwood City Hall.

ARTICLE B-6 OVERTIME EQUALIZATION

Section 1. Overtime shall be defined as; those hours worked that will be paid at the rate of time and one-half. Extra-time shall be defined as; those hours worked by a dispatcher, in addition to those already scheduled, and at the straight time rate.

Section 2.

- A. Dispatchers shall work overtime upon the request and approval of the Chief of Police or his designee.
- B. The Department shall make every effort to fill Dispatcher hours with a dispatcher during the time periods of 3 pm and 7 am, Monday through Friday, and twenty-four (24) hours on week-ends and holidays. The Chief of Police reserves the right to assign a dispatcher or other Department staff during day-shift hours on week days.
- C. The Department shall make every effort to equalize extra-time/overtime among the dispatchers as the hours become available, using the following guidelines:
 - 1. The Department reserves the right to fill open hours as extra-time before creating an overtime situation.
 - 2. Extra-time shall be disposed of on a weekly basis, Saturday to Friday, and a list shall be established for call-ins.
 - 3. A dispatcher refusing the extra-time shall be charged as having worked. Should all those dispatchers eligible for the extra-time refuse the time, then the dispatchers scheduled to work the shifts before and after the open time shall work to cover the time. If the situation arises that no dispatcher is available, the Chief of Police shall fill the shift/hours/position in anyway necessary to cover the situation.

4. A dispatcher who works (40) hours or more in a work week will no longer be eligible for extra-time hours.
5. On January 1st of each year the department shall establish and maintain a list of dispatchers by seniority and any accumulation of hours reduced to zero.
6. Initially the extra-time/overtime list shall be used by seniority until hours are established. It shall be the dispatcher with the least amount of hours accumulated called first and in that order of least hours to highest thereafter.
7. If contact cannot be made with a dispatcher at the time of the call, the dispatcher will be considered unavailable, and shall not be charged as having worked.
8. A. The Department shall maintain an overtime list to be kept on a daily basis. When a dispatcher works overtime the total number of hours worked shall be charged to the dispatcher. Should a dispatcher be called and refuse to work the overtime, those hours shall be charged as having been worked by the dispatcher.

B. An extra-time list shall be maintained following the same procedures as 8A.

ARTICLE B-7 VACATIONS

Effective January 1, 1996. For the purpose of computing vacation eligibility and amount, current vacations shall be earned in the preceding calendar year of January 1 through December 31, inclusive. Each dispatcher shall receive a vacation, fully paid, according to the following schedule of hours worked during the preceding year:

1350 - 1560 hours	5 days
1200 - 1350 hours	4 days
1050 - 1200 hours	3 days
780 - 1050 hours	2 days

Section 1 No vacation time shall be banked or carried over from one year to the next. Dispatchers with five (5) or more years seniority but less than ten (10) years shall receive three (3) additional vacation days in addition to the above schedule of vacations. Dispatchers with ten (10) plus years of seniority shall receive five (5) additional vacations days in addition to the above vacation schedule.

Section 2. Each dispatchers shall take the earned vacation days prior to the end of the calendar year in accordance with the schedule set forth in Section 1 above.

Section 3. Requests for vacations must be submitted to the department head at least forty five (45) days prior to the proposed date of commencement of the vacation.

ARTICLE B-8 UNIFORM AND CLEANING ALLOWANCE

Section 1 Dispatchers to receive a cleaning allowance of three hundred dollars (\$300.00) annually. Said allowance shall be paid at the rate of seventy-five dollars (\$75.00) quarterly.

Section 2 Dispatchers uniforms will be replaced as needed. Dispatchers shall present to the Chief of Police any uniform in need of replacement.

ARTICLE B-9 DOUBLEBACK PAY

Section 1. Dispatchers to receive two (2) hours extra pay for SCHEDULED doublebacks.

ARTICLE B-10 NOTIFICATION OF OPEN POSITION

Section 1. Dispatchers to be given notification of open positions within the City providing said position is not covered by another union agreement. Said employees must make application for said open position, if they so desire, and will be processed as any new employee.

ARTICLE B-11 SALARY

Section 1. Dispatcher/Secretary - this position shall be a part-time position who performs routine dispatch duties along with secretary functions.

Section 2. Hours. Scheduled to work 32 hours per week, with hours to be set by Chief of Police.

Section 3. Salary:

1996- \$10.50	January 1, 1996 to December 31, 1996
1997- \$10.90	January 1, 1997 to December 31, 1997
1998- \$11.40	January 1, 1998 to December 31, 1998

Section 4. Extra shifts/Overtime This position shall be available for extra assigned shifts when necessary, to be determined by Chief of Police. This position will be considered for overtime shifts after all part-time dispatchers refuse first offer for same. This position shall be contacted for availability to work extra and/or overtime shifts only upon refusal and/or by all of other dispatchers.

Section 5. Vacancy. Part-time dispatchers shall receive first consideration to fill any vacancy in this position.

ARTICLE B-12 MINIMUM CALL IN

Section 1 Call-In. Dispatchers that are assigned training, meetings, schools, or short-time call-ins, shall receive a minimum of 3 hours call-in time, or in excess of 3 hours, for actual time being worked.

ARTICLE B-13 EQUALIZATION OF HOURS

Section 1 The Department shall maintain equalization of hours among the dispatchers, with consideration given to those dispatchers requesting specific hours as off-time. It also recognizes that, in scheduling and attempting to accommodate those request, equalization may not always be practical. The Department cannot be bound to equalization. In attempting to accommodate requested days off, these request may be credited as work days.

ARTICLE B-14 FAMILY MEDICAL LEAVE ACT

Section 1. With respect to all leaves covered by the Family and Medical Leave Act of 1993, the City will follow the provision of that Act. Employees who have worked for at least six (6) months and at least 953 hours and have successfully completed probation may take up to twelve (12) work weeks of unpaid leave during any twelve (12) months period commencing with the first date of the previous FMLA leave.

Section 2 During an approved leave of absence, the City will continue health coverage (medical, dental, life insurance, vision benefits, as available) and the employee must continue to pay his/her share of the cost of coverage on the same terms and conditions as during active employment. Failure of the employee to make timely payment will result in loss of coverage. If the employee does not return to work after the expiration of the leave, the employee will be required to reimburse the City for the cost of coverage during the leave unless the employee does not return because of the presence of a serious health condition which prevents the employee from performing his/her job or circumstances beyond the control of the employee.

Section 3. During the unpaid portion of any leave granted under the FMLA, the employee shall not accrue hours towards any employment benefits which are available on the number of hours worked by an employee (e.g. vacation, sick leave, personal leave, etc.). Employment benefits accrued by the employee up to the day on which the FMLA leave begins will not be lost.

Section 4. Employees must use any available paid vacation and paid personal leave days toward the twelve (12) weeks of FMLA leave; available sick days benefits shall be similarly used when FMLA leave is taken because of serious health conditions of the employees her/himself. Thus, the portion of the FMLA leave which is vacation leave, personal leave, will be paid according to those articles of the contract.

Section 5. Application for FMLA leave must be submitted in writing to the Chief of Police or his designate. Applications should be submitted at least thirty (30) days before the leave is to commence, or as soon as possible if thirty (30) days notice is not possible.