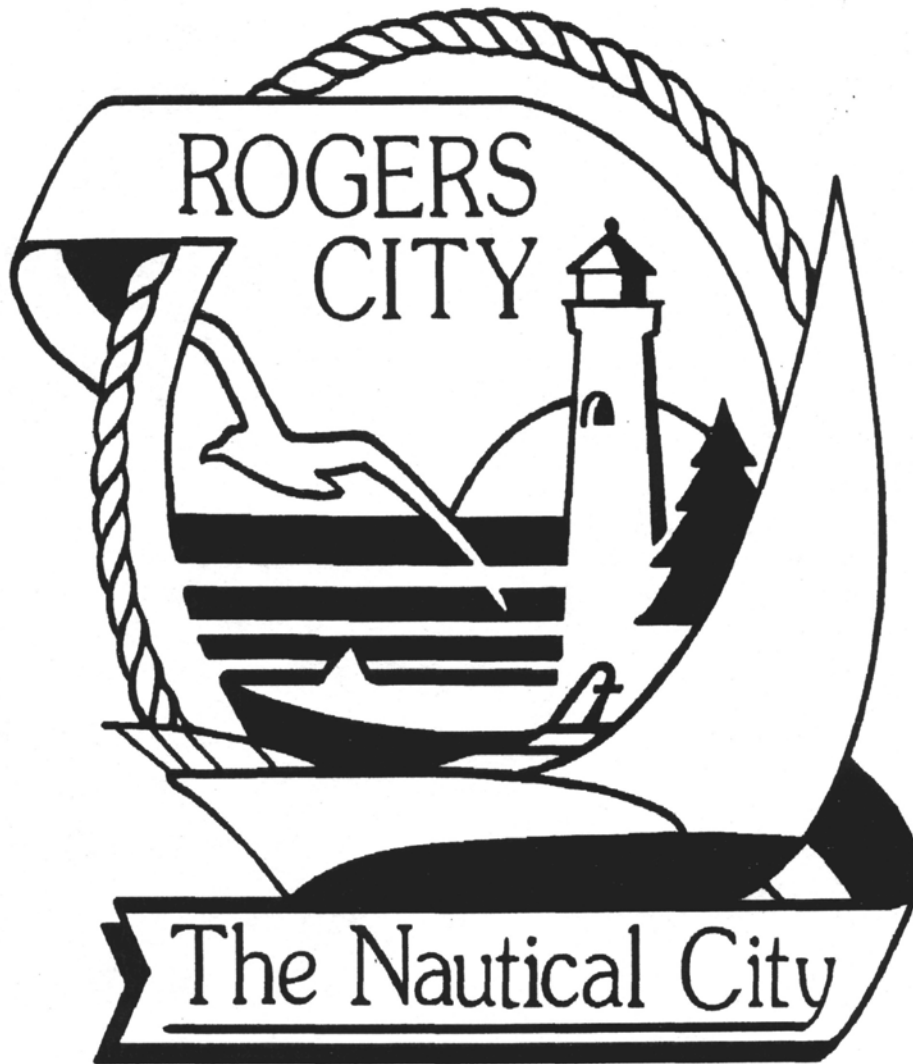


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6/30/2001



Rogers City

Agreement Between
The City of Rogers City, Michigan
and
The Rogers City Police Officers Association
Police Officers Labor Council

July 1, 1998

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Preamble

Agreement

This Agreement entered into on this 1st day of July 1998, between the City of Rogers City, Michigan, hereinafter referred to as the "City" or "Employer", and Police Officers Labor Council, hereinafter referred to as the "Union", has as its general purpose and intent the setting forth of terms and conditions of employment and the promotion of orderly and peaceful labor relations for the mutual interest of the Employer and the employee.

The parties recognize that the interest and support of the community as well as the employment security of the employees is dependent upon the City's ability to provide optimum service to the community under methods which will further economy and efficiency of operation, protection of the public and avoidance of interruption or inadequacy of service. To these ends, the Employer and Employees encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

(Note: The headings used in the Agreement and exhibits neither add to nor subtract from the meaning but are for reference only.)

Article 1 – Union Recognition

Section 1. Pursuant to and in accordance with Act 379 of the Public Acts of 1965, as amended, the City recognizes the Police Officers Labor Council, **Rogers City Police Officers Association** as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the City in the following bargaining unit:

All police officers of the City of Rogers City excluding temporary employees, radio dispatchers, appointed officials and supervisors as defined in the Act.

Section 2. The City agrees that it will not discriminate in any manner against any employee by reason of membership and activity in the Union. The City further agrees that it will not aid, promote or finance any labor group or organization, including the Union party to this Agreement, nor commit any act calculated to undermine the Union.

Article 2 – Union Security

- Section 1.*** Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.
- Section 2.*** Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.
- Section 3.*** Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

Article 3 – Dues and Representation Fee Checkoff and Remittance

- Section 1.*** The City agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, or to deduct from the wages of an employee who is not a member of the Union, the Union representation fee as provided in a written authorization in accordance with the standard form used by the employer herein (see Section 4 below) provided that the said form shall be executed by the employee. The written authorization for Union dues deduction or for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to the expiration of this contract. The termination notice must be given to both the employer and to the Union.
- Section 2.*** Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the local Union. Each employee and the Union hereby authorizes the employer to rely upon and to honor certifications by the Secretary-Treasurer of the local Union regarding the amounts to be deducted and legality of the adopting action specifying such amounts of Union dues and/or initiation fees.
- Section 3.*** The amount of representation fee paid by non-members in lieu of Union dues will be determined as set forth in Article 2 of this agreement.
- Section 4.*** See attached form on page 5.
- Section 5.*** Check-off deductions under all properly executed authorizations for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.
- Section 6.*** Deductions for any calendar month shall be remitted to such address designated by the designated financial officer of Police Officers Labor Council, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than ten (10) days following the date on which they were deducted.
- Section 7.*** The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of

employees, who through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

Section 8. The City agrees to provide check-off service without charge to the Union.

Section 9. The City shall be responsible for deducting only that amount as authorized by the employee. Any disputes arising out of any amount due by an employee to the Union shall be resolved between the Union and that employee. In the event that a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of the employee to obtain the appropriate refund from the Union.

Section 10. The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for purpose of complying with any of the provisions of this Article.

Article 4 – Management Rights

- Section 1.*** The City, on its own behalf and on behalf of its electors, hereby retains, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, the Rogers City, City Charter and any modifications made thereto, and any resolutions passed by the City Council or appointed officials provided such resolutions and/or modifications are not in conflict with specific terms of this Agreement.
- Section 2.*** The City retains the sole right to manage its affairs in an economic and efficient manner including but not limited to the right to plan, direct and control its operations; to determine the location of its establishments; to establish and modify its business and service hours; to decide the types of services and quantity it shall provide including the scheduling and means of providing such services; to decide on all machines, tools, equipment and the like to be used; to study and implement improved methods of providing services; to maintain order and efficiency in its departmental operations; to hire, layoff, transfer and promote employees in accordance with the terms and conditions of this Agreement; to determine the level of its workforce; to determine performance standards and qualifications of its employees; and all other rights including those exercised in the past subject only to clear and expressed restrictions on such rights as contained elsewhere in this Agreement.
- Section 3.*** The City retains the sole right to discipline and discharge employees, for cause, in accordance with the terms and conditions of this Agreement. The City assures that in the exercise of this right, it will not act in violation of this Agreement and further, such actions taken by the City in the exercise of this right, may be a proper matter for the grievance procedure provided for in this Agreement.
- Section 4.*** The City retains the right to establish and promulgate from time to time reasonable rules and regulations for the purpose of maintaining order, safety, effective operations, public appearance and other such purposes, provided that any such rules and regulations so issued are not in conflict with specific provisions of this Agreement. This right includes but is not limited to the implementation of a City-wide personnel policy and comprehensive departmental rules and regulations, which will include a procedure of progressive discipline. And, accordingly, the City retains the right to require compliance with such policies, rules and regulations

and to discipline and discharge employees in accordance with progressive discipline in most cases for failure to comply with such.

Article 5 – Quality of Work

- Section 1.* Delivery of police services in the most efficient, effective and courteous manner is of paramount importance to the City and the Union. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.
- Section 2.* To this end, the Union agrees to work with the City in striving to implement means of improving current police practices to the best level known and to making the most of the talents of police personnel. In this regard, the Union agrees that it will encourage its members to voluntarily participate in training sessions and programs designed to improve the officers' professionalism and the City agrees that it will reimburse, upon prior approval, out-of-pocket expenses for such training.
- Section 3.* The Union agrees that it will encourage its members to strive for the highest standards of professional work and conduct in the performance of their duty. The union agrees that employees should be held accountable for the quality of their work and in cases where an officer fails to meet an acceptable standard or level of work when time within normal work hours clearly permits such the officer shall correct the matter outside of his normal work shift without additional compensation. As an example of this guarantee of work quality, should an officer fail to adequately and properly investigate and prepare a report on an incident when time within normal work hours clearly permitted such, the officer shall redo or complete such investigation and/or report outside of his normal work schedule, with no additional pay. In the event a dispute arises under this provision, and the employee believes he or she should be compensation in accordance with the overtime provision, it shall become a proper matter for the grievance procedure.

Article 6 – No Strike/No Lock Out

Section 1. The City will not lock out employees during the term of the Agreement.

Section 2. The parties to the 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 of the citizens of Rogers City. The Union therefore agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted effort by them to fail to report for work, nor shall they absent themselves from their work, stop work, or otherwise fail to fully and faithfully perform and execute the duties of their employment with the City. The union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, work stoppages or any acts that interfere with the operation of the City nor will the Union cause, encourage or sanction any of the above.

Section 3. Any violation of Section 2 above by the Union, any member or members or any employee in the bargaining unit will be made the subject of disciplinary action or discharge from employment as to employees and, as to the Union, cancellation of this Agreement by the City.

Article 7 – Union Representation

- Section 1.*** The Union shall represent employees and shall be authorized to resolve grievances and other employee matters on behalf of such employees in any step of the grievance procedure. Such resolved grievances and matters shall be final upon written consent of the aggrieved employee(s) and the Union.
- Section 2.*** The employees covered by this Agreement will be represented by one (1) Steward. The Union shall have the exclusive right to assign said Steward an Alternate Steward who shall act only in the absence of the Steward.
- Section 3.*** The Union shall designate to the City, in writing, the Chapter Chairperson, the Union Steward and Alternate Steward and the City shall not be required to recognize or deal with any other employee(s) other than the one(s) so designated.
- Section 4.*** The Chapter Chairperson, Steward or Alternate Steward, when necessary during working hours, may be permitted to investigate and present grievances to the City, without loss of pay, subject to workload requirements and the approval of the Department Head which shall not be unreasonably withheld.
- Section 5.*** The Union, in contract negotiations may be represented by employees in the bargaining unit, not to exceed two (2). The Union shall designate said employees to the City.
- Section 6.*** Should contract negotiation sessions be scheduled during a representing employee's scheduled work shift, that employee shall make arrangements with another member of the bargaining unit to cover for the shift with no overtime cost to the City. Said arrangements shall be subject to City approval and said approval shall not be unreasonably withheld.

Article 8 – Special Conferences

- Section 1.* Special conferences for important matters may be arranged between the Chapter Chairperson and the City, upon the request of either, at a mutually agreeable time. Such meeting will be between two representatives of the Union and two representatives of the City. The members of the Union shall not lose time or pay for time spent in such conferences nor shall they receive additional pay if said conference occurs during their scheduled day off. This meeting may also be attended by a representative of the Labor Council.
- Section 2.* The purpose of such special conferences may be for the purpose of discussing contract interpretation, application or administration or other matters related to the operation and efficiency of the Department. In no event, however, shall the calling of a special conference be for the purpose of negotiating or renegotiating any portion of this Agreement except as provided for by mutual agreement in writing.
- Section 3.* Arrangements for such special conferences shall be made in advance and an agenda of the matters to be discussed shall be presented at the time the conference is requested. Matters discussed in such special conferences shall be limited to those listed on the agenda unless mutually agreed otherwise.
- Section 4.* The Union representatives may meet at a designated place by the City, on City premises, for at least on-half (½) hour immediately preceding the conference with the City, for which a written request has been made.

Article 9 – Grievance Procedure and Arbitration

Section 1. A "grievance" is defined to mean a specific charge by an employee or group of employees based upon an event, condition or circumstance under which an employee works that a provision of this Agreement has been violated or misinterpreted.

Section 2. It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other conditions of employment. In order to be a proper matter for the grievance procedure, the grievance must be presented within fifteen (15) working days of the employee's knowledge of its occurrence. The Employer will answer, in writing, any grievance presented to it, in writing, by the Union.

Section 3. The steps to the grievance procedure are as follows:

Step 1: Any employee having a grievance shall take the matter up with the Chief of Police or his/her designee, with or without the Union Steward being present, at the option of the employee.

Step 2: If Step 1 does not achieve a settlement, the grievance shall be reduced to writing on a grievance form supplied by the Union. Such form shall outline a description of the grievance, giving times, dates and circumstances, along with references to the specific section(s) of this Agreement purported to be violated and a requested remedy.

The written grievance shall be submitted to the Chief of Police or his/her designee, within five (5) working days after the conclusion of Step 1.

The Chief of Police, or his/her designee, shall respond in writing within two (2) working days after receipt of the grievance.

Step 3: If the response in Step 2 is not satisfactory, the written grievance shall be forwarded within seven (7) working days by the Union Steward to the City Manager. The City Manager will, within ten (10) working days, meet with the aggrieved employee, the Union Steward, a representative of the Labor Council, and the Chief of Police for the purpose of attempting to resolve the issue. Within five (5) working days after the

conclusion of this meeting, the City Manager will forward a written response to the Union Steward.

Step 4: If Step 3 does not effect a settlement, the Union may submit the matter to arbitration.

A request for arbitration must be made within thirty (30) calendar days from the receipt of the answer from the Employer in Step 3. A Demand for Arbitration shall be filed with the Federal Mediation and Conciliation Service and shall be in accordance with their rules and procedures.

Following the filing of a Demand for Arbitration, and upon receipt of a list of Arbitrators from the Federal Mediation and Conciliation Service, the Union shall contact the City within a reasonable time, not to exceed thirty (30) calendar days, following the receipt of said list of Arbitrators, and attempt to mutually agree upon an Arbitrator. Should the Union fail to contact the City within thirty (30) calendar days following the receipt of the Arbitrators list, the grievance shall be deemed withdrawn. The parties shall make every effort to arbitrate grievances in an expeditious and timely fashion including good faith effort to schedule arbitration hearings within a reasonable time following the incident which gave rise to the grievance(s).

Section 4. For the purpose of this grievance procedure, including arbitration, "working days" are defined to be Monday through Friday, 9:00 a.m. to 5:00 p.m., exclusive of holidays as defined in this Agreement.

Section 5. Arbitration proceedings shall be conducted in accordance with the Federal Mediation and Conciliation Service's Rules and Regulations.

Section 6. There shall be no appeal from any Arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The Arbitrator shall make a judgment based on the express terms of this Agreement and shall have no authority to add to or subtract from any of the terms of this Agreement. The expenses of the Arbitrator shall be shared equally between the Employer and the Union.

Section 7. A grievance may be withdrawn without prejudice and/or precedent and if so withdrawn, all financial liabilities, except those mutually agreed upon shall be canceled. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the

disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.

Section 8. Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's original demand.

Section 9. Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.

Section 10. Time limitations contained within this Article may be extended upon mutual agreement between the parties. Such agreement shall be in writing.

Article 10 – Discharge and Suspension

- Section 1.*** The Employer agrees, promptly upon the discharge or suspension of any employee, to notify, in writing, the employee and his Steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.
- Section 2.*** The discharged or suspended employee will be allowed to discuss his discharge or suspension with his Steward and the Employer will make available a meeting room where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative, will discuss the discharge or suspension with the employee and the Steward.
- Section 3.*** Should the discharged or suspended employee and/or the Steward consider the discharge or suspension to be improper, it shall be submitted to Step 3 of the grievance procedure.
- Section 4.*** In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously.

Article 11 – Seniority

Section 1. Probationary Employees -- New employees hired in the unit after the effective date of this Agreement shall be considered as probationary employees for the first twelve (12) months of their employment. When an employee finishes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the date of hire. There shall be no seniority among probationary employees.

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement except discharged and disciplined employees for other than Union activity.

The Employer shall arrange, on the first day of employment, a thirty (30) minute interview period between the Chapter Chairperson and the new employee for the purpose of welcoming the new employee, furnishing a copy of the Agreement, authorization cards, explaining the structure of the organization and providing other pertinent information.

Section 2. Seniority shall be on an employee wide basis, in accordance with the employee's last date of hire.

Section 3. Seniority shall not be affected by the age, race, sex, marital status or dependents of the employee. The seniority list on the date of the Agreement will show the date of hire, names and addresses, and job titles of all employees of the unit entitled to seniority. The Employer will keep the seniority list up to date at all times and will provide the Chapter Chairperson.

Section 4. An employee shall lose seniority for the following reasons only:

- a. The employee quits.
- b. The employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- c. The employee is absent for three (3) consecutive scheduled work days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send

written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to Step 3 of the grievance procedure.

- d. The employee does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made.
- e. Return from sick leave and leaves of absence will be treated the same as © above.
- f. The employee retires.

Section 5. For the purpose of layoff and recall, the Chapter Chairperson and the Union Steward, in that order, shall be considered to have superseniority. In the event of a layoff notwithstanding his position on the Seniority List, the Chapter Chairperson and the Steward shall be continued at work as long as there is a job for which he is qualified and shall be recalled to work to the first open position in the unit for which he is qualified.

Section 6. Employees, transferring into the Rogers City Police Department from another department within the City shall carry with them their total City Seniority for the purposes of retirement only, and shall in every other case be considered as a new hire.

Article 12 – Layoff and Recall

- Section 1.*** The word "layoff" means a reduction in the work force due to a decrease of work.
- Section 2.*** In the event it becomes necessary for a layoff, the Employer shall meet with the proper Union representatives at least three (3) weeks prior to the effective date of layoff. At such meeting, the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations. If the results of such meetings are not conclusive, the matter shall become a proper subject for Step 3 of the grievance procedure. However, such layoff(s) can be made pending the outcome of the grievance.
- Section 3.*** When a layoff takes place, employees not entered on the seniority list shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority, i.e., the least senior employee on the seniority list being laid off first.
- Section 4.*** Employees to be laid off will receive at least fourteen (14) working days advance notice of the layoff.
- Section 5.*** During a layoff, there shall be no scheduled overtime.
- Section 6.*** When the work force is increased after a layoff, employees will be recalled according to seniority, with the most senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of the notice of recall, he shall be considered a quit. Employees on layoff shall keep the City advised of any change in address. If an employee fails to notify the City of the intent to return to work within five (5) working days from the receipt of mailing of the notice or if delivery cannot be made within ten (10) working days, the employee shall be considered a quit. In proper cases, exceptions may be made.
- Section 7.*** It is agreed, that for the length of this contract, that there will be no reduction in the current staffing level of six (6) union employees. The City shall be permitted sixty (60) days within which to fill any vacancy that may occur in staffing levels, regardless of how the vacancy may have occurred.

Article 13 – Transfers and Promotions

Section 1. If a member of the bargaining unit is promoted or transferred to a position not included in the bargaining unit, and subsequently, within sixty (60) calendar days, rejoins the bargaining unit, the employee shall have accumulated seniority, while in the position to which he was promoted or transferred. Such employee, upon rejoining the bargaining unit within this sixty (60) calendar day period shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

Section 2. The City agrees to notify the Union of any proposed promotions or transfers of employees in the bargaining unit.

Section 3. Transfers and promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) calendar days. Points shall be awarded each officer eligible for promotion based upon the following criteria: for seniority, one point will be allowed for each two (2) years of service as determined from the date of hire. Maximum points attainable are limited to ten (10). For qualifications, a written test conducted by an independent agency and an oral examination shall be completed. An officer seeking promotion must pass the written test as determined by the outside testing agency before being eligible for promotion. The actual test score attained will be added to the points awarded for years of service and the oral examination for total points. The oral examination will be conducted by a panel consisting of the City Manager, Chief of Police, City Attorney or Prosecuting Attorney and two law enforcement officers of the rank being sought or higher from an out-of-county police agency as mutually agreed upon by the City and the union representing the employees of the Rogers City Police Department. Scoring shall be on a 1 to 10 basis with the composite score of the five interviews then divided by 5 with a maximum allowable total of 10 points.

The highest total point score of all areas of testing will determine which applicant is promoted to the new position.

Section 4. The employee granted promotion under Section 3 shall be granted an eight (8) week trial period to determine:

- a. The employee's desire to remain in the position, and

- b. The employee's ability to perform the duties required of the position.

Section 5. During the eight (8) week trial period, the employee shall have the opportunity to revert back to his former classification at his choosing and upon two weeks notice to the City.

Section 6. Should the City find the employee's job performance unsatisfactory during the eight (8) week trial period in the new position, notice and reasons in writing shall be submitted to the employee with a copy to the Union. Should there exist a disagreement between the parties, the matter may then become a proper subject to enter the grievance procedure at the second step.

Section 7. During the trial period, employees will receive the rate of pay for the job they are performing.

Article 14 – Leaves of Absence

Section 1. A leave of absence is a written authorized absence from work for not more than thirty (30) calendar days at a time and without pay. The thirty (30) day period can be renewed. Leaves shall only be granted for those purposes cited below and the approval and length of said leaves shall be at the discretion of the City.

Section 2. Leaves of absence will be granted for only the following reasons:

- a. Extended illness (including pregnancy).
- b. Prolonged illness in the employee's immediate family defined as those persons residing in the employee's household.
- c. Educational purposes.
- d. Personal.

Section 3. Only a permanent, full time employee who has worked continuously for the City for one or more years shall be eligible for a leave of absence, except for educational leaves which shall require a minimum of three (3) years of continuous service.

Section 4. Educational and personal leave requests shall state the exact date on which the leave is to begin and the exact date on which the employee is to return to work. A leave may not commence or end the day before or the day following a holiday or the day preceding or following a vacation. Failure to return to work on the exact day scheduled shall be cause for termination at the discretion of the City.

Section 5. An employee shall continue to accrue seniority while on an approved leave of absence and, upon return to work, shall be reemployed in a position for which his seniority and qualifications entitle him.

Section 6. Members of the bargaining unit, not to exceed one (1) at a time, who were selected to attend a Union function, such as conventions or educational conferences, shall be allowed time off, without pay, to attend such functions provided that at least fourteen (14) days notice is submitted; the employee's absence will not exceed five (5) working days' and the request is approved by the City. Such request shall not be

unreasonably held. The City shall not be obligated to honor more than one (1) such request per calendar year.

Article 15 – Educational Leave of Absence for Veterans

Section 1. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

Section 2. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit, except in the case of an emergency.

Article 16 – Funeral Leave

Section 1. An employee will be allowed three (3) working days off with pay at the straight time hourly rate exclusive of premiums as funeral leave upon the death of the following family members:

Mother, father, step-parents, brother, sister, spouse, child
or step-child.

Section 2. An employee will be allowed two (2) working days off with pay at the straight time hourly rate exclusive of premiums as funeral leave upon the death of the following family members:

Mother-in-law, father-in-law, brother-in-law, sister-in-law,
son-in-law, daughter-in-law, grandparents or
grandchildren.

Section 3. Should a City employee die during employment with the City, employees scheduled to work, except those required by essential services, will be excused from work, without loss of pay, to attend the funeral.

Article 17 – Sick Leave

- Section 1.** The provision of sick leave is for the purpose of allowing employee absence from work without loss of pay for legitimate illnesses.
- Section 2.** Full time permanent employees shall be allowed twelve (12) days per year sick leave, without loss of pay, accumulative from year to year, for time lost due to:
- a. Sickness or injury of the employee.
 - b. Serious sickness or injury of the immediate family of the employee (defined as spouse, mother, father, son, daughter, brother, sister or relative in residence with the employee) which necessitates the employee's absence from work.
- Section 3.** Employees will be allowed up to three (3) days sick leave following the birth of a son or daughter for the care of the spouse and newborn infant.
- Section 4.** Employees whose absence from work is due to injuries sustained while on the job and are collecting Workers Compensation benefits shall be paid sick leave for the difference between the Workers Compensation benefits and their regular rate of pay. The aggregate pay shall not, however, in any event exceed the employee's regular pay.
- Section 5.** When sick leave abuse is suspected, such as chronic one (1) day absences, the City may require and the employee must furnish substantiation of the claimed sickness in the form of a doctor's certificate.
- Section 6.** Full time permanent employees who voluntarily quit or retire from service shall be paid for one-half (½) of all outstanding accumulated sick leave, to a maximum of 120 days, at the time of separation, except employees discharged for cause and said discharge is not reversed through the grievance procedure. Said discharged employees shall forfeit any claims to payment for unused sick leave. Employees with an accumulated sick leave credit greater than the maximum 120 days on July 1, 1988 shall be eligible to be compensated up to the amount credited to their account on July 1, 1988 unless the employee uses the sick leave and his credit goes below 120 days then his maximum is 120 days.

No maximum of days accumulated for sick leave purposes.

Employees having accumulated 120 sick leave days shall have the option at the end of the year of either banking (for sick leave purposes) or receiving compensation at 50% of their straight time rate for any unused sick leave days for the previous 12 months.

Section 7. In the event of the death of an employee, one-half ($\frac{1}{2}$) of accumulated unused sick leave shall be paid to his heirs.

Section 8. The City shall post employees' accumulated sick leave as soon after July 1 of each year as it can be computed and tabulated.

Article 18 – Working Hours

Section 1. The basic standard working hours for police officers shall be eighty (80) hours per two (2) week pay period.

Section 2. Shift schedules shall be as follows: Days - Afternoons - Midnights

If an employee's work schedule requires there be less than eight (8) hours between his work shifts, the Employee shall then be compensated at the rate of time and one-half (1½) for that entire shift. Exceptions to this shall be when an employee volunteers a change in shift and when an emergency requires a change in the work schedule. Further, employees shall be paid at time and one half for all hours worked in excess of their normally scheduled shift so long as they receive compensation for eighty (80) hours in a pay period.

The City reserves the right to change shift beginning and ending time upon five (5) calendar days notice to the Union for normal changes in shift scheduling and without notice in the event a given emergency requires a change in the work schedule

Section 3. Police officers shall be allowed a one-half (½) hour break for lunch, and two (2) fifteen (15) minute coffee breaks during their scheduled shifts. coffee breaks are to be taken no sooner than ninety (90) minutes after the shift begins or later than (90) minutes before the shift ends. Police officers are still on call during break times and will be required to respond to given emergencies.

Section 4. Employees called into work outside of a scheduled shift for actual work related activity such as patrol, accident investigations, and the like, shall be guaranteed a minimum of two (2) hours work. As well, employees required to report for testifying in court shall be guaranteed a minimum of two (2) hours work. Time spent in excess of this two hour call out shall be paid in quarter hour increments for time actually worked.

Recognizing that officers' signatures are necessitated from time to time for legal purposes, when employees are directed to simply sign a warrant outside of their normally scheduled shifts, no additional compensation shall be paid for this momentary work, provided such work is done at the officer's convenience.

Article 19 – Holidays

Section 1. For the purpose of this Agreement, the following shall be considered as holidays:

New Years Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Day before Christmas Day
Independence Day	Christmas Day
Labor Day	Day before New Years Day
Opening Day -- Rifle Deer Hunting Season	

Section 2. To be eligible for holiday pay, an employee must work in full, the Employer's regularly scheduled straight time work day prior to and the Employer's regularly scheduled straight time work day subsequent to the holiday.

Section 3. Police officers working on any of the above scheduled days shall be compensated at time and one-half (1½) of their regular pay for all hour worked in addition to holiday pay.

Section 4. Police officers not working on any of the above scheduled days shall be compensated at the base hourly rate exclusive of any premiums, for eight (8) hours.

Section 5. Holidays occurring during leaves of absence of any sort, or layoffs, bereavement leave, sick leave or maternity leave, are not compensable nor shall the period be extended by reason of a holiday occurring within it.

Section 6. Should a holiday fall on Saturday, Friday shall be considered the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

Section 7. Effective July 1, 1998, employees who have seniority shall be entitled to receive three (3) paid personal days for use each year, not to be deducted from sick or vacation. Personal days shall be earned or awarded on the same basis as vacation is earned, the anniversary date of employment. A paid personal day shall be scheduled in advance by mutual agreement between the employee and the employee's department head.

Article 20 – Vacation

Section 1. Employees will earn credit toward vacation pay in accordance with the following schedule:

More than 1 year of service but less than 2	1 week vacation
More than 2 years of service but less than 6	2 weeks vacation
More than 6 years of service but less than 11	3 weeks vacation
More than 11 years of service	4 weeks vacation

Section 2. Eligibility for vacation will be determined from the employee's most recent date of hire.

Section 3. Employees shall make written requests by June 15 of each year for the period they would like their vacation during the next fiscal year and the Employer will establish a vacation schedule by the end of June. Preference as to time on requests received in the above manner will be based on seniority. Preference on requests received subsequent to June 15 will be based on the order in which they are received. Requests as to time will be respected insofar as the needs of the service will permit. The Department Head will post his Vacation Schedule by June 1. Any changes in the Department Head's schedule will not affect employee's established vacation schedules.

Section 4. Vacations normally will be taken in a period of consecutive days. Vacations may be split into one (1) or more days to allow for use of fractional vacation days, providing such scheduling does not drastically interfere with the efficiency of the operation of the department and ten (10) working days advance notice is submitted by the employee in writing.

Section 5. When a holiday is observed by the Employer during a scheduled vacation, vacation will be extended one (1) day continuous with the vacation.

Section 6. A vacation may not be waived by an employee and extra pay received for work during the period.

Section 7. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled and the lost time will be charged to sick leave, if any. In the event his incapacity

continues through the year, he will be awarded payment in lieu of vacation.

Section 8. Employees may receive their checks in advance for paydays falling within their vacation by making request for same one (1) week prior to leaving on vacation.

Section 9. If an employee is laid off, or retires, or severs his employment, he will receive any unused vacation credit, including that accrued in the current fiscal year. A recalled employee who received credit at the time of layoff for the current fiscal year will have such credit deducted from his vacation the following year.

Section 10. Vacation pay and hours will be computed on the basis of the rate and work week applicable to the employee's classification at the time vacation is used. Other benefits provided in this Agreement will accrue to employees on vacation.

Article 21 – Hospitalization, Life Insurance, and Pension

Section 1.

A. The Employer agrees to pay the full premium for hospitalization and medical coverage for the employee, the employee's spouse and their children. Coverage for said children shall extend only to December of the year of their nineteenth (19th) birthday. Coverage shall be Blue Cross/Blue Shield Community Blue Option 1-PPO, or equivalent and include the following:

† \$3.00 Prescription Drug Rider.

† Vision Coverage

B. The Employer agrees to pay up to \$30.00 per month towards the premium for dental coverage for the employee, the employee's spouse and their children. Coverage for said children shall extend only until December of the year of their nineteenth (19) birthday. Coverage shall be Blue Cross/Blue Shield Dental Plan A (50/50/50-\$800), or equivalent.

Section 2. Employees are eligible to retire at age 55 with 25 years of service. Employees who retire at the age of 55 or later will be provided the City's standard retiree coverage, "which will include spouse", for 6 years or until age 65 or their eligibility for Medicare coverage, whichever comes first, according to the following schedule:

For first year of retirement: Full payment of BC/BS insurance premiums

For second year of retirement: 90% payment of BC/BS insurance premiums

For third year of retirement: 80% payment of BC/BS insurance premiums

For fourth year of retirement: 75% payment of BC/BS insurance premiums

For fifth year of retirement: 70% payment of BC/BS insurance premiums

For sixth year of retirement: 65% of BC/BS insurance premiums

For retirement at age 65: No cost participation from the City.

In the event of the retiree's death, this cost participation benefit will not carry over to survivors.

Section 3. The Employer agrees to pay the full premium of ten thousand dollars (\$10,000) face value term life insurance and AD&D for each employee, with the employee option of applying the term premium paid on his behalf toward conversion options.

Section 4. Employees covered by this agreement are currently under the following program with the Municipal Employees Retirement System (MERS) of the State of Michigan: Benefit Program B-3 with the F-55 waiver with 25 years of credited service, and Benefit Program E-2. The employee's contribution to this program is two and three tenths percent (2.30%). This employee contribution shall remain in effect until June 30, 2004. The City shall adopt a Benefit Program B-4 with the F-55 waiver with 25 years of credited service, and Benefit Program E-2 for the employees of this bargaining unit, with no additional employee contribution, on or before June 30, 2004. All provisions of this section shall remain unchanged until June 30, 2004, and both the employer and employees agree that this section shall not be the subject of negotiation until July 1, 2004.

Section 5. Employees covered by this Agreement may elect, after twenty-five (25) years of accumulated service with the employer, to retire and draw benefits for which he/she is eligible under the pension plan provided for in Section 4 above.

Article 22 – Safety and Training

- Section 1.*** It is mutually agreed between the City and the Union as to the importance of safety and training in the law enforcement and public safety field. In this respect, the parties will work together to further safety programs and training opportunities for employees. The City will, to the extent possible within budget constraints, cover costs associated with training. The Union will encourage its members to attend training opportunities outside of normal working hours.
- Section 2.*** In an effort to develop a viable and ongoing training program and to promote safety measures, the parties agree to establish, as soon as practical after the enactment of this Agreement, a Safety and Training Committee. While management reserves the right to determine the training offered and safety measures taken at management's expense, this committee will serve in an advisory capacity to assist in the formulation of such programs. This committee will be comprised of the Chapter Chairperson, one additional employee, the Department Head, the City Clerk and the City Manager.

Article 23 – Working Supervisors

Section 1. Supervisors shall not be used to circumvent the payment of overtime. However, the parties recognize that the City Supervisors are "working supervisors" and their performance of employee work shall not, in and of itself, be evidence of circumvention of overtime.

Section 2. In addition to the above, Supervisors shall be permitted to perform bargaining unit work in the following instances:

- a. In emergency situations or personnel shortages, or where qualified regular employees are not available.
- b. To instruct or train employees.
- c. To do experimental work in a new job.

Article 24 – Temporary Assignments

- Section 1.*** Employees required to work in a higher classification shall be paid the rate of the higher classification for all such work during that period.
- Section 2.*** Temporary assignments up to six months if deemed necessary for the purpose of filling vacancies of employees who are on vacation, absent because of illness, on an approved leave or as a result of a temporary vacancy in the position will be granted to the senior employee who meets the requirements for such job. Such employees will receive the rate of pay of the higher classification while filling such vacancy.
- Section 3.*** In the case of employees acting in the absence of the department superintendent, the employees must be performing the duties of the supervisor for two (2) full days before he shall receive the higher rate.

Article 25 – Miscellaneous Provisions

- Section 1.*** Union Bulletin Boards. The employer will allow the use of the existing bulletin board in the police office which may be used by the Union for posting notices of the following types:
- a. Notices of recreational and social events.
 - b. Notices of elections.
 - c. Notices of results of elections.
 - d. Notices of meetings.
- Section 2.*** Jury Duty. An employee who serves on Jury Duty will be paid the difference between his/her pay for Jury Duty and his/her regular pay.
- Section 3.*** Computation of Benefits. All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.
- Section 4.*** Safety Glasses. The City agrees to pay the full cost up to a maximum of two hundred dollars (\$200.00) including examination, for eye glasses each year for the employee or his/her eligible dependent, said dollar amount subject to annual review by the parties.
- Section 5.*** Private Vehicles. Employees shall not use private vehicles for City work except upon written authorization by the City Manager, in which event payment for such use shall be at the rate of 20¢ per mile with a three dollars (\$3.00) minimum.
- Section 6.*** Safety Equipment For Vehicles. The Employer agrees to provide proper safety equipment for its vehicles.
- Section 7.*** Cemetery Lot Benefits. The established City policy regarding cemetery lot benefits for employees shall continue to remain in full force for the duration of this Agreement.
- Section 8.*** Rates for New Jobs. When a new job is placed in a unit and cannot be properly placed into an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the

event the Union does not agree that the description and rate are proper, it shall be subject to negotiations.

Section 9. Uniform Allowance. The City agrees to furnish police uniforms consistent with Department policy for those employees required to wear such uniforms. The number of uniforms to be furnished and their replacement will be at the discretion of the City. The policy in effect October 1, 1985 shall be the policy referred herein but may be changed at the discretion of the City.

Section 10. Uniform Cleaning Allowance. As of July 1 of each year, employees covered by this Agreement shall be provided with two hundred fifty dollars (\$250.00) for the purpose of cleaning uniforms.

Article 26 – Rates of Pay

Section 1. Attached hereto and forming a part of this Agreement is Schedule A --
Wages and Classifications.

Article 27 – Overtime

- Section 1.* Time and one-half will be paid for time worked outside of regular work hours, time worked on holidays listed in Article 19, and time worked while on vacation due to unavailability of other employees who have demonstrated proficiency in the required skills, if the employee is charged for vacation time.
- Section 2.* The City will make every effort to provide reasonable notice of the need for overtime but such shall not preclude the City from ordering daily overtime as required in emergency situations, personnel shortages due to employees' failure to report for work or other such circumstances.
- Section 3.* Equalization of Overtime -- Overtime hours shall be divided as equally as possible among employees in the same classification. An up to date list showing overtime hours will be posted monthly in a prominent place in each building. When overtime is required, the person with the least number of overtime hours in that classification will be called first and so on down the list in an attempt to equalize the overtime hours. For the purpose of this section, time not worked because an employee was unavailable will be charged the average number of overtime hours of the employees working during that call out period, two (2) hours minimum. Excessive overtime hours will be carried over each year and are subject to review at the end of each period. Overtime hours will be computed from July 1 through June 30 of each year.

Article 28 – Effect of Agreement, Termination, and Modification

- Section 1.*** It is agreed and understood that during negotiations leading to this Agreement, both parties have had the opportunity to discuss any and all items concerning wages, hours of work, and all other conditions of employment. Therefore, any subject matter not covered herein shall be considered as withdrawn by the respective party. This Agreement shall then be considered as a complete document as it regards wages, hours of employment and all other conditions of employment.
- Section 2.*** This Agreement shall become effective July 1, 1998 and continue in full force and effect until June 30, 2001.
- Section 3.*** If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the termination date specified in Section 2 above, give written notification of said desire.
- Section 4.*** If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party on sixty (60) days written notice prior to the current year's termination date.
- Section 5.*** Any amendment to this Agreement that is mutually agreed upon by the parties shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- Section 6.*** Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union to, 667 East Big Beaver Road, Suite 205, Troy, Michigan 48083 or to any such address as the Union or Employer may make available to each other.

Schedule A

Wages for Members of the Bargaining Unit

Wages for members of this bargaining unit shall be as follows:

**Wages for Members of the Rogers City Police Officers Association
Police Officers Labor Council - Bargaining Unit
Beginning July 1, 1998**

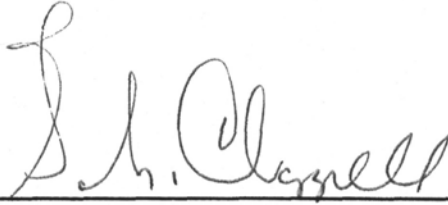
Section 1. Wages for a Senior Patrolman shall be as follows for this three (3) year contract:

Effective July 1, 1998	\$14.46 per hour
Effective July 1, 1999	\$14.89 per hour
Effective July 1, 2000	\$15.34 per hour

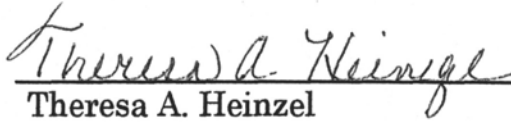
Hourly Wages For Employees Hired After July 1, 1994 Senior Patrolman Status With Regards to Wages Shall Be Achieved Upon Completion of Four Years of Employment			
Effective	July 1, 1998	July 1, 1999	July 1, 2000
Starting Wage Year 1	\$11.74	\$12.09	\$12.46
Completion of Probation Year 2	\$12.38	\$12.75	\$13.13
Year 3	\$12.98	\$13.37	\$13.77
Year 4	\$13.61	\$14.02	\$14.44
Senior Patrolman Year 5	\$14.46	\$14.89	\$15.34

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the 11th day of June, 1998.

FOR THE CITY OF ROGERS CITY

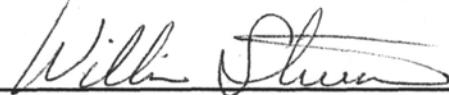


Gary M. Chappell
Mayor

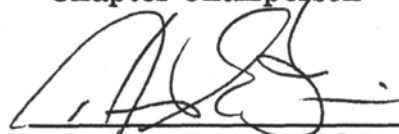


Theresa A. Heinzl
City Clerk/Treasurer

FOR THE ROGERS CITY POLICE OFFICERS ASSOCIATION,
POLICE OFFICERS LABOR COUNCIL

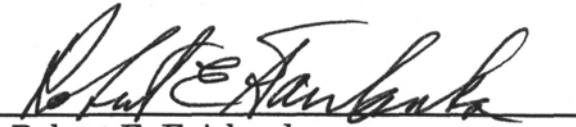


William J. Stevenson
Chapter Chairperson



Thomas Kreis, Field Representative,
Police Officers Labor Council

APPROVED AS TO CONTENT:



Robert E. Fairbanks
City Manager

APPROVED AS TO FORM:



Thomas R. Lewis
City Attorney