

AGREEMENT
BETWEEN
THE CITY OF ROSEVILLE
and
POLICE OFFICERS ASSOCIATION OF MICHIGAN
(POAM)

JULY 1, 1998 THROUGH JUNE 30, 2001

Roseville City of

AGREEMENT BETWEEN
THE CITY OF ROSEVILLE AND
THE ROSEVILLE POLICE OFFICERS ASSOCIATION

Effective June 30, 1998 through July 1, 2001

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AGREEMENT

This Agreement is entered into effective the 1st day of July 1998, and is between the City of Roseville, herein referred to as "City" or "Employer," and the Police Officers Association of Michigan, herein referred to as "Union" or "POAM."

ARTICLE I RECOGNITION

1.1: The City recognizes the Police Officers Association of Michigan ("POAM") as the sole representative of its members covered by this Agreement, for the purpose of collective bargaining with respect to wages, hours, working conditions, and other conditions of employment. It shall be the joint concern of the City and the Union that no discrimination will be exercised against any employee because of any individual bias, race, creed, or organization activity, or membership in the Union or any lawful activities therein. The provisions of this Agreement shall apply to all full-time police officers of the City of Roseville below the rank of sergeant. This Agreement does not apply to the civilians assigned to the Police Department.

ARTICLE II UNION RESPONSIBILITY

2.1: Performance of Duties. Recognizing the crucial role of public safety in the preservation of the public health, safety, and welfare of a free society, the Union agrees that it will take all reasonable steps to cause the employees covered by this Agreement, individually and collectively, to perform all police duties, rendering loyal and efficient service to the very best of their abilities.

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

2.3: No Encouraging of Work Stoppages. The Union further agrees that it shall not encourage any strikes, sit-downs, stay-ins, slow-downs, stoppages of work, malingering, or any acts that interfere in any manner or to any degree with the continuity of the public safety services.

ARTICLE III DUES DEDUCTION

3.1: The City, upon receipt of a payroll deduction authorization form signed by the employee, will deduct from that employee's wages the amount due to the Union, and will forward same to the Treasurer of the Union once monthly. Said authorization form shall be revocable only upon the giving of written notice to the City and the Union within thirty (30) days prior to the expiration date of this Contract.

ARTICLE IV AGENCY SHOP

4.1: All members of the bargaining unit shall, as a condition of employment, become members of the Union within thirty (30) days of employment or entering or re-entering the bargaining unit, or pay service fee equal to dues-paying member. 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, or has not paid the required service fee, shall terminate the employment of said employee within thirty (30) days from the date of said notice, unless said employee presents a letter from the Union stating that he has been returned to a good membership status or has re-instituted the payment of his service fee, prior to thirty (30) day period.

4.2: The Union shall represent probationary employees, but only for the purposes of collective bargaining with respect to rates of pay, wages, and hours of employment.

ARTICLE V REPRESENTATION

5.1: The Union shall be represented in all negotiations with the City by a committee comprised of not less than three (3) nor more than five (5) members of the bargaining unit; however, not more than three (3) shall be on duty with pay, and the City shall negotiate with that committee.

5.2: Negotiating Committee. Members of the negotiating committee who are on duty during negotiations with the City shall be given time off to participate in such negotiations, without loss of pay or benefits; provided, however, that the time and place and number of representatives attending these meetings shall be agreed upon in advance. All meetings must be requested, in writing, not less than three (3) working days prior to the scheduled date. The president of the Local Association, or his alternate, shall be afforded reasonable time during working hours, without loss of pay, to discharge his responsibilities, including negotiations with the City, processing of grievances, and administration of this Agreement.

5.3: Grievance Committee. There shall be a six (6) member grievance committee composed of one (1) Steward for each of the shifts and the Traffic Bureau and the President of the Union, who shall act as chief steward. There shall also be an alternate for each steward and the chief steward.

5.4: Stewards. The stewards (or their alternates) shall be allowed reasonable time off without loss of pay or benefits to process grievances and participate in the grievance procedure; however, said time shall be determined by the shift commander, in order not to interfere with the orderly operation of the shift.

5.5: Attending Meetings and Conferences. With prior approval of the Chief of Police and the shift lieutenant, reasonable time off shall be allowed for employees to attend meetings, conferences, workshops, seminars, etc., when it shall be beneficial to the department as a whole and not merely to the administration of the local association. Paid time for the attendance of same shall be considered individually under the same conditions.

5.6: Bulletin Board. The City agrees to furnish and maintain a suitable bulletin board in a convenient location within the police station for the exclusive use of the Union. Such bulletin board will be used for the posting of Union notices and other material.

5.7: Union Meetings. The Union may, with specific written approval of the Chief of Police, conduct meetings using police building facilities. Presumption of authority for special meetings is not granted except as noted above by prior approval.

ARTICLE VI GRIEVANCE PROCEDURE

6.1: The informal resolution of differences of grievance is urged and encouraged to be resolved at the lowest possible level of supervision.

6.2: Should a grievance arise between an employee or a group of employees, the following steps will be taken in negotiating such grievances.

A. The time limits specified hereinafter for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event the Union fails to appeal a grievance or grievance answer within the particular specified time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the City's last answer. In the event that the City shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step with the time limit for exercising said appeal commencing with the expiration date of the City's grace period for answering. All specified time limits herein shall consist only of work days, excluding Saturday and Sunday.

B. Each grievance shall have to be initiated within five (5) days of the occurrence of the cause for complaint, or if neither the aggrieved nor the Union had knowledge of said occurrence at the time of its happening, then within ten (10) days after the Union or the aggrieved became aware of the cause for complaint.

C. The term "Grievance" shall be defined to mean a complaint by an Employee or by the Union in its own behalf that:

1. There has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.
2. The "Statement of Grievance" shall name the employees involved, state the facts giving rise to the grievance, identify the provision of the agreement alleged to be violated by specific reference, state the contention of the employee or Union, and shall indicate the relief requested.

STEP 1 - Verbal-Immediate Supervisor. If an employee feels he has a grievance, he shall discuss the grievance with his immediate supervisor, and the steward or his alternate may be present. If, however, the steward is off duty and is requested to be there, it shall be at no expense to the City.

STEP 2 - Written-Shift Commander. If the grievance is not satisfactorily resolved, the steward shall file the grievance in writing within seven (7) working days with the employee's shift or division commander, who shall answer the grievance in writing within seven (7) working days of its receipt by him.

STEP 3 - Chief of Police. If the written answer is not satisfactory, the grievance shall be submitted within seven (7) working days by the steward and president (or their alternates) to the Chief of Police, who shall reply in writing within seven (7) working days. A meeting between the Chief and members of his staff, as required, and the local president and the steward shall be held to discuss the grievance within the seven (7) working-day period.

STEP 4 - City Manager. If the alleged grievance remains unresolved seven (7) working days after the action by the Chief of Police, the grievance shall then be submitted to the City Manager, who shall reply in writing within seven (7) working days. A meeting between the City Manager and necessary administrative personnel and the grievance committee shall be held to discuss the grievance within the seven(7) working-day period.

6.3: Grievances common to a number of employees may be treated as a single grievance and entered at the second step of the grievance procedure.

ARTICLE VII ARBITRATION

7.1: Within thirty (30) days of Step 4, section 6.2 answer, any unresolved grievance, having been processed through the last step of the grievance procedure, and not within the jurisdiction of Act 78, may be submitted to arbitration by either the Union or the City in accordance with the following:

A. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. Upon receipt of such notice to arbitrate, the City and the Union shall have a period of seven (7) working days in which to agree upon an arbitrator. In the event they cannot agree upon an arbitrator within seven (7) working days of the demand for arbitration, they shall request the American Arbitration Association or the Federal Mediation and Conciliation Service ("FMCS") to appoint an impartial arbitrator to act as chairman in accordance with its then applicable rules and regulations.

B. The decision of the arbitrator shall be final and binding upon the City, the Union, and the affected employees.

C. The fees and expenses of said arbitrator shall be paid by the party against whom the decision is rendered. All other expenses shall be borne by the party incurring them.

ARTICLE VIII SENIORITY

8.1: Seniority. Seniority of a new employee shall be commenced one (1) year after completion of his mandatory training. Employees who have completed mandatory training prior to date of hire shall complete a probationary period of one (1) year. After completion of probationary period, seniority shall be retroactive to date of employment. Re-employment shall be in accordance with Act 78 of Public Acts 1935.

8.2: Seniority List. A seniority list shall be maintained by the Chief of the department, and a copy of said list shall be furnished to the Union once each year.

8.3: Temporary Assignments. Temporary assignments to a position shall not exceed sixty (60) days, nor shall successive temporary assignments be made to the same positions unless agreed upon with the Union. Employees performing duties in positions of higher ranks shall receive the higher pay. Positions in the Intelligence and Vice Bureaus shall be excluded from this Section.

8.4: Loss of Seniority. An employee shall forfeit his seniority rights only for the following reasons:

- A. He resigns.
- B. He is dismissed and is not reinstated.
- C. He is absent without leave for a period of three (3) working days. (Exceptions to this may be made by the City on the grounds of good cause for failure to report.)
- D. He retires.

8.5: Non Accrual of Seniority. An employee shall not accrue seniority during any leave of absence set forth in Section 23.1.

ARTICLE IX PROMOTIONS

9.1: Promotions. Promotions shall be in accordance with Act 78 of Public Acts 1935, as amended.

9.2: Act 78. The Act 78 Civil Service Commission, in accordance with Act 78, shall keep a current eligibility list for promotion above the rank of patrolman. Employees eligible shall be tested every two (2) years thereafter.

9.3: Positions Within the Department. Positions within the Department shall be in accordance with the Table of Organization, however, the Table of Organization remains the prerogative of management and subject to change at the discretion of the City.

9.4: Vacant Positions. All vacant positions within the department shall be filled within sixty (60) days from the date of vacancy from the eligibility lists.

ARTICLE X LAYOFF AND RECALL

10.1: Layoff and Recall. Layoff and recall shall be in accordance with Act 78 of Public Acts 1935, as amended.

ARTICLE XI DISCIPLINE

11.1: Discipline. An employee upon receipt or knowledge of discipline, suspension, and/or reduction in pay shall have seven (7) days to choose whether the issue will be in accordance with Act 78 of Public Acts of 1935, as amended, or arbitration invoked with the same time requirements as Act 78. The arbitration shall follow the same procedure as Article 7.1 of the contract except for appeal time.

11.2: Statements. No employee shall be required to make any oral statement concerning any alleged misconduct which could be a basis for criminal and/or formal charges, unless he has first been accorded the opportunity to have a Union representative present. He shall have twenty-four (24) hours after making any oral statement to make any requested written statement. Notification within a reasonable time shall be given to the Union of any disciplinary action taken against any employee which may result in official entries being added to his personnel work file.

ARTICLE XII OVERTIME

12.1: Overtime. An employee, while working his regular shift, who is required to work more than eight (8) hours, shall receive one and one-half (1-1/2) times his regular rate of pay for such time as is in excess of eight (8) hours. Further, if an employee works more than eighty (80) hours in any pay period, then such time as is in excess of eighty (80) hours shall be paid for at one and one-half (1-1/2) times his regular rate of pay.

12.2: Call In/Court Time. An employee called in for duty for other than his regular eight (8) hour shift shall receive a minimum of four (4) hours pay at regular rates, or he shall receive one and one-half (1-1/2) times his regular rate for each hour or fraction thereof actually worked, whichever is greater.

A. This section shall include all court appearances, may they be criminal or civil, including civil infractions. Any monies received by the employee for appearances in court, other than those paid by the City, should be returned to the City.

12.3: Call In/Court Time. Effective July 1, 1984 an employee called in for duty for other than his regular eight (8) hour shift shall receive a minimum of four (4) hours pay except for district court appearances at regular rates, or he shall receive one and one-half (1-1/2) times his regular rate for each hour or fraction thereof actually worked, whichever is greater.

A. This section shall include all court appearances, except for district court, may they be criminal or civil. Any monies received by the employee for appearance in court, other than those paid by the City, should be returned to the City.

B. An employee called in for duty for other than his regular eight (8) hour shift shall receive a minimum of three (3) hours pay for all district court appearances at regular rates or he shall receive one and one-half (1-1/2) times his regular rate for each hour or fraction thereof actually worked, whichever is greater. Any monies received by the employee for appearance in district court, other than those paid by the City, should be returned to the City.

12.4: Stand-By. An employee who shall be placed on stand-by for a court appearance shall receive forty dollars (\$40.00) pay for said stand-by and will be on stand-by and available for three (3) hours from time of scheduled appearance.

12.5: Training. Whenever an employee is required by the City to attend any type of police training school, such time shall be treated as hours worked or, if such training would require overtime being paid, in lieu of such overtime, with prior consent of the employee, he shall be credited with that number of hours worked in excess of his normal hours as compensatory time. Such time may then be taken off at a later date with the approval of his shift or bureau commander.

12.6: Special Overtime. Whenever special overtime is authorized for the department, then a rotating overtime list shall be maintained to assure fair distribution and equal opportunity in allotting said special overtime, and such list shall be posted on the Department bulletin board.

12.7: Equalized Overtime. All overtime shall be offered first to those employees in the rank or classification in which the overtime is available. Assignments to the available overtime shall be made starting from the top of the seniority list for each shift and/or division and continuing thereafter on a rotating basis. The officer-in-charge of each shift or division shall maintain a list of scheduled overtime and assign such overtime in an equitable manner. If any employee should decline to work overtime, then such employee shall be charged with that overtime as if he had actually worked it. Likewise, if an employee should be contacted to work overtime on his own crew because of unforeseen circumstances, and that employee declines to work such overtime, then such overtime will be charged to that employee as if he had actually worked it. If no patrolman is available from within that shift or division, the officer-in-charge will, at his discretion, obtain patrolmen from other shifts without regard to seniority. Said overtime list to be posted on department bulletin board.

12.8: Emergency Stand-By/Call Back. In cases of extreme emergency, such as a civil disorder or other extraordinary circumstances, officers may be required to be on stand-by for call back to duty. When required to do so, officers will be paid fifty dollars (\$50.00) for the twenty-four hours following the call.

ARTICLE XIII PERSONAL LEAVE DAYS

13.1: How Earned. Each employee, after the completion of one (1) year's service, shall receive three (3) personal leave days each year. Personal leave days may be taken without presenting reason, but prior approval of not less than twenty-four (24) hours must be obtained from the shift commander, and not more than two (2) days may be taken consecutively. These personal leave days shall not be accumulative, but at the end of the year any unused leave days shall be placed in the vacation bank. Compensation cannot be earned for unused personal days. Upon separation or retirement an employee will not receive compensation for unused personal leave days.

ARTICLE XIV VACATIONS

14.1: How Earned: Employees hired prior to January 1, 1994, each employee, after the completion of one (1) year's service, shall receive twenty (20) working days of vacation. Vacation shall be divided into two (2) ten (10) day periods, with one (1) period to be used as summer vacation and the other period to be used as winter vacation.

How Earned: Employees hired after January 1, 1994, and after the completion of one (1) year of service shall receive a pro-ration of vacation days from the employees hire date to January 1 of the following year posted to his bank upon completion of one (1) year of service. Thereafter the bank shall be credited with the days earned per the following schedule:

10 days at 1 year	22 days at 10 years
15 days at 2 years	23 days at 11 years
16 days at 4 years	24 days at 12 years
17 days at 5 years	25 days at 13 years
18 days at 6 years	26 days at 14 years
19 days at 7 years	27 days at 19 years
20 days at 8 years	28 days at 25 years
21 days at 9 years	

Vacations shall be divided into two (2) periods. Each period shall be one-half of the vacation earned, up to ten (10) days to be used as summer vacation or winter vacations, in accordance with 14.3.

14.2: Employees hired prior to January 1, 1994, after Thirteen (13) Years. Employees with thirteen (13) years seniority shall receive five (5) additional vacation days per calendar year.

14.3: Vacation Period. Summer vacation will be scheduled from April through September, and winter vacation will be scheduled from October through March; however, the months of April, May and September may be used as either summer or winter vacation.

14.4: Selection. Selection of vacation periods shall be conducted on a shift or division basis. Selection of vacation periods within each shift or division shall be by rank and by seniority, with the senior men in each rank receiving their first choice.

14.5: Separation Pay. Upon separation from the service, an employee shall be paid for his earned vacation. (In the event of an employee's death, his heirs or his estate shall receive his vacation pay.)

14.6: Number Allowed Off. Two patrolmen assigned to the day, afternoon and midnight shift shall be allowed to be on vacation leave at the same time. Vacation periods chosen by employees above the rank of patrolman shall in no way interfere with vacation choices of patrolmen.

14.7: Bureaus. One patrolman from the Traffic Bureau, Detective Bureau and the Intelligence Bureau shall be allowed on vacation leave at one time. Choices of vacation leave by employees above the rank of patrolman assigned to the Traffic Bureau, Detective Bureau and Intelligence Bureau shall in no way interfere with vacation choices of patrolmen.

14.8: Split Shift. One patrolman from the split shift shall be allowed on vacation leave at one time.

14.9: Vacation Paycheck. If a regular payday should fall during an employee's vacation leave, then that employee is entitled to receive that paycheck in advance before going on vacation leave. The employee must make a written request for advance pay at least five (5) days prior to leaving on vacation.

14.10: Vacation Carry-Over. Employees may carry vacation days from one year to the next; however, the selection for this vacation shall not interfere with normal vacation choices of other employees. Total accumulation of vacation on January 1 of any year shall not exceed thirty (30) days. Thirteen (13) year employees who are entitled to an additional five (5) days vacation leave will not allow the additional time to interfere with normal

vacation selection. It is mandatory that the employees use one-half (1/2) of their vacation each year.

14.11: Illness or Death. Whenever, during vacation of an employee, illness or death within family occurs and meets emergency leave procedures, the same will be granted with proper notification.

ARTICLE XV TRADING DAYS

15.1: The exchange or trade of leave days by members of the department shall be permitted with prior approval of the officer-in-charge of each shift or bureau. The exchange of leave days with the City shall be permitted with prior approval of the officer-in-charge of each shift or bureau and the Deputy Chief or Chief of Police.

ARTICLE XVI HOLIDAYS

16.1: Each employee shall receive payment for twelve (12) holidays at his regular rate of pay each year after he has completed one (1) year of service. They are as follows:

- | | |
|--------------------------|------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Washington's Birthday | 8. Thanksgiving Day |
| 3. Good Friday | 9. Christmas Eve Day |
| 4. Easter Sunday | 10. Christmas Day |
| 5. Memorial Day | 11. New Year's Eve Day |
| 6. Independence Day | 12. Birthday |

16.2: Working on Holiday. Whenever an employee, who has completed one (1) year of service, works on one of the above holidays, he shall receive double time for all time worked in addition to his regular straight time pay. Employees may not voluntarily switch their holiday premium days, and the premium pay shall be based upon eight (8) hours worked. The maximum pay for working any holiday shall not exceed triple time. Employees who are not scheduled to work or required to work on one of the above holidays shall be paid for eight (8) hours at straight time for said holidays.

ARTICLE XVII LONGEVITY PAYMENTS

17.1: Each employee shall receive longevity pay in accordance with the following schedule. Longevity is to be paid on gross earnings and it is to be computed and paid each pay period.

- At the beginning of 6th year - 2% of Gross Wage.
- At the beginning of 11th year - 4% of Gross Wage.
- At the beginning of 16th year - 6% of Gross Wage.
- At the beginning of 21st year - 8% of Gross Wage.
- At the beginning of 26th year - 10% of Gross Wage.

17.2: Effective July 1, 1984 each employee shall receive longevity pay in accordance with the following schedule. Longevity is to be paid on gross earnings and it is to be computed and paid each pay period. Longevity would be paid according to the following schedule which would take effect 7/1/84 and would not affect any patrolman who would have been entitled to eight percent (8%) or ten percent (10%) longevity on and after 7/1/84.

- At the beginning of 6th year - 2% of gross wages
- 11th year - 4%
- 16th year - 6%

Any patrolmen who presently is entitled to eight percent (8%) or ten percent (10%) longevity would be frozen at those percentages.

ARTICLE XVIII SHIFT DIFFERENTIAL PAY

18.1: Shift differential shall be paid as follows: Employees working an afternoon shift shall receive their regular pay plus \$1.01 per hour. Employees working a midnight shift shall receive their regular pay plus \$2.02 per hour. Split shift employees commencing work at 7:00 PM will be paid at their regular rate plus \$1.52 per hour.

18.2: Definition of Shift. The afternoon shift shall be any shift starting at 2:00 p.m. or after; the midnight shift shall be any shift starting at 11:00 p.m. or after. An employee who works beyond a regular tour of duty and who works four (4) hours or less shall receive the same pay differential that he receives for his regular shift. An employee who works beyond four (4) hours shall receive the higher pay differential based on the shift that he is working, except the midnight shift who shall receive their regular rate. Employees called in to work less than an eight (8) hour shift shall receive pay differential on the following basis:

- | | |
|-----------------------------|------------------------|
| 12:01 a.m. to 8:00 a.m. | Midnight Differential |
| 8:00 a.m. to 4:00 p.m. | Regular Rate |
| 4:00 p.m. to 12:00 Midnight | Afternoon Differential |

18.3: How Paid. Shift differential pay will be computed and paid each pay period.

ARTICLE XIX PERMANENT SHIFTS

19.1: How Assigned. Employees within the Patrol Division shall be assigned to permanent shifts of midnights, afternoons, days and splits. Whenever possible, this assignment shall be made in order of preference by department seniority. Once assigned to a shift, employees shall remain on that shift unless a change is made under one of the conditions set forth in this article.

19.2: Changes. Requests for a change of shift shall be made during the month of November of each year. Such request shall be made in writing, and shall be directed to the Chief of Police. Such changes in shifts shall be made on the basis of department seniority, and when approved, shall take effect on the first Saturday in February of the following year.

19.3: Unusual Changes. If at any other time during the year an employee feels that unusual circumstances necessitate a change in shift, he may submit such request in writing to the Chief of Police. Such request shall state the new shift desired, and the reason for such request. If it is determined by the Chief of Police that such request is justified, and it is in the best interest of the department, the shift requested shall be polled by seniority. If an employee assigned to the shift requested desires to transfer to the shift of the employee making the request, then such transfer shall be made.

19.4: Settling Dispute. In the event that questions arise concerning the above procedures, or in the event of unforeseen circumstances regarding this article, the Union shall meet with the administrative officials of the department and seek a mutual agreement for the solution of such questions or circumstances. If mutual agreement is not forthcoming from this meeting, then the decision of the Chief of Police shall be final.

19.5: It is understood by the Union that the assignment of department personnel, permanent or temporary, voluntary or involuntary, is the prerogative of the Chief of Police.

19.6: If it is determined at any time by the City that the policy of permanent shifts is no longer in the best interest of the City, then rotating shifts shall be reinstituted. All amendments herein agreed upon shall become null and void and the original contract document shall have full force and effect.

19.7: In all matters that may arise in procedure, the decision of the Chief of Police will prevail.

ARTICLE XX
SICK LEAVE

20.1: Sick Leave Policy. Whenever an employee is unable to report to work due to illness, the necessary time off will be granted upon request to the supervisor of the unit, shift commander, Deputy Chief or Chief of Police. This must be done one (1) hour prior to scheduled reporting time.

20.2: Eligibility. Employees will be eligible to collect compensation for sick leave after six (6) months probation. The sick leave policy covers an employee up to one (1) calendar year for on/off duty illness or injury. To receive compensation while absent on sick leave, the employee shall notify his immediate supervisor or personnel director as stated in 20.1. Sick leave shall not be considered as a privilege which an employee may use at his own discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee or because of illness in immediate family. (Immediate family shall be defined as employee, spouse of employee and children or step-children residing at home), or to meet dental appointments or to take physical examinations or other sickness prevention measures. A request form for sick leave must be filled out immediately upon the employee's return to work. An employee injured on any other gainful employment outside of City employment shall not be eligible for sick leave or for duty disability leave.

20.3: Sick leave for *immediate family is restricted to: securing emergency medical treatment for spouse or dependent children or step-children residing at home; to meet doctor appointments for minor children; for consultations; for minor child being sent home for illness; doctors appointments for spouse when incapacitated or procedure would not allow vehicle to be driven; day of surgery and recuperation; or for consultation for dependents or spouse. One (1) day sick leave increments may be taken for minor child or step-child living at home, even if not taken to doctor or hospital. Sick leave may be taken in half-day or full day increments to meet those situations authorized in the above paragraphs and not more than three (3) days at a time.

20.4: Enforcement. Whenever an employee is unable to report to work due to illness, he must notify his or her supervisor or personnel officer. On the second (2nd) day of illness, the department head or supervisor may call on the absent employee to determine the nature of the illness and expected duration of absence from employment. Where illness extends three (3) days or more, the employee must acquire a doctor's statement as to the nature, extent and suspected duration of illness. The employee may report to the city clinic for examination for this purpose at his or her own expense. For reasonable cause, the Employer may require the employee to report to the city clinic prior to returning to work. Failure to do so may result in loss of pay for those days the employee was absent from work.

20.5: Illness or Injury During Vacation. Employees suffering non-occupational injuries or illness during vacation time may change vacation time to sick leave, provided the department is notified within five (5) days; however, injuries suffered while performing other occupations for remuneration are excluded from city sick leave benefits.

20.6: If an employee shall not call in sick for six (6) calendar months, beginning July 1st through December 31st, and from January 1st through June 30th, said employee shall receive one and one-half (1-1/2) additional personal days for each six (6) month period of time a sick day was not used.

ARTICLE XXI FUNERAL LEAVE

21.1: In the event of a death in an employee's immediate family, time off with pay to attend the funeral and burial shall be given. This leave shall consist of from one (1) to four (4) days, depending upon the circumstances, commencing with the day of death and ending with the day of funeral, and shall be granted by arrangement with the Chief of Police. Leave for a death within the state shall not exceed three (3) days; leave for death outside of the state shall not exceed four (4) days. If needed, additional days may be granted by the Chief of Police.

21.2: Immediate Family. Immediate family shall be defined as spouse, children, mother or father, sister or brother, grandmother, grandfather, grandchildren, stepchildren, stepmother, stepfather, stepsister or stepbrother, step-grandmother, step-grandfather, or step-grandchildren of employee or spouse.

21.3: Distant Relative. Time off without pay to attend the funeral of a more distant relative may be granted with prior approval of the Chief of Police.

ARTICLE XXII OCCUPATIONAL INJURIES AND LIGHT DUTY POLICY

22.1: All employees injured or incapacitated in the discharge of their duty shall receive such pay for injuries as provided under Worker's Compensation laws of the State of Michigan. In addition to the minimum amount required by the law, the City shall pay an additional sum not to exceed the difference between eighty percent (80%) of his regular salary and the said compensation payment, provided this payment is not less than his normal net pay. (Gross normal pay, minus taxes and retirement). Such additional payment shall be made for a period up to one (1) year.

22.2: This policy is established to provide for light-duty assignments for those employees of the Police Department who sustain on-the-job injury and are not capable of performing all of the duties of a police officer. These employees have, however, such injuries that allow them to perform light-duty assignments based upon the Employer's physicians recommendations. In the event an employee disputes the Employer's physicians recommendation that the employee is able to perform light-duty work such employee shall be examined by a physician at the Henry Ford Hospital and/or Henry Ford Clinic. Such physicians recommendations shall be controlling.

Light-duty means an assignment that does not entail a great deal of physical activity. The following assignments shall be considered for a person on a light-duty status:

1. Records Bureau: File reports, dispositions, etc.
2. Traffic Bureau: Process tickets and accident reports.
3. Detective Bureau: Assist detectives in those cases that do not require leaving the building or physical activity beyond light-duty capacity.
4. Other: Assignments consistent with light-duty status.

The following will be in effect for persons on light-duty:

- A. Light-duty will consist of desk-type work.
- B. Persons on light-duty will not be counted in the minimum number of officers on shift patrol as required pursuant to paragraph 31.1 herein.
 - i) Minimum Manpower shall be as follows:
7 am to 8 pm - 6 patrol and 2 traffic = 8
8 pm to 11 pm - 6 patrol and 2 traffic and
2 split = 10
11 pm to 4 am - 6 patrol and 2 split = 8
4 am to 7 am - 6 patrol = 6
 - ii) Sergeants are included in the minimum manpower count.
- C. Persons on light-duty will not perform the duties of a regularly assigned officer.
- D. Persons on light-duty status will have the option to work their regularly assigned shift unless no work is available on said shift, in which case the employee may be re-assigned to a different shift.

- E. Light-duty can be a uniform or plainclothes assignment. In the event it is necessary for a light-duty employee to drive a motor vehicle and an unmarked department vehicle is not available said employee may use his own vehicle at his choice. In the event he used his own vehicle he shall be reimbursed for mileage at the standard City rate.

Light-duty assignments will only be considered when the Employer's physician and/or physician from Henry Ford Hospital and/or Clinic certifies the following:

1. The employee is medically able to perform light-duty work.
2. The injury is not permanent.
3. The employee will recover to full-duty status in the opinion of the physician.

Light-duty assignments will be terminated under any of the following circumstances:

1. The employee recovers and is returned to full-duty status.
2. The employer's physician and/or physician from Henry Ford Hospital and/or Clinic determines that the injury prohibits further light-duty.
3. The employer's physician and/or physician from Henry Ford Hospital and/or Clinic determines that the injury has progressed to permanent status and recovery to full-duty does not appear likely.
4. After six months of light-duty assignment unless the employer's physician and/or physician from Henry Ford Hospital and/or Clinic renders an opinion that recovery for full-duty assignment is probable within the next six months.

Persons on light-duty status will not be assigned any duties that require the following:

1. Road Patrol.
2. Direct contact with prisoners.
3. Overtime.
4. Strenuous physical activity.

Persons on light-duty status will not be assigned any duties inconsistent with the employer's physician restrictions and/or the restrictions of the physician from Henry Ford Hospital and/or Clinic. Persons returning to full-duty after an injury shall be capable of performing their full duties as a police officer and must have written medical authorization substantiating same.

ARTICLE XXIII
LEAVES OF ABSENCE

23.1: The City Manager may grant employees a leave of absence without pay for a period not to exceed one (1) year. No leave of absence without pay may be granted except upon the written request of the employee. Permission for such leave shall be set forth in writing and signed by the Chief of Police, and a copy of same shall be filed with the personnel department. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time the leave was granted. Failure on the part of the employee on leave to report promptly at its expiration, or within a reasonable time after being notified to return to duty, shall be cause for discharge. Leave without pay shall be granted only when it will not result in undue prejudice to the interest of the City beyond any benefits to be realized. Application for leave for travel or study calculated to equip the employee to render more efficient service to the City may be deemed to involve such compensating benefits to be measured against the loss or prejudice to the interests of the City involved in keeping open the position or filling it temporarily until the return of the employee. No leave shall be granted primarily in the interests of the employee except in the case of one who has shown by his record of service or by other evidence to be of more than average value to the City, and whose service it is desirable to retain even at some sacrifice. Employees will retain prior seniority while on leave.

23.2: Military Service. Any full-time employee who enters into active duty with the armed forces of the United States shall, if such employee requests it before he leaves his City employment, be granted a leave of absence without pay for the period of service or duty required, and for a period of ninety (90) calendar days following the actual required service or discharge from a veterans' hospital.

A. Time spent in military service while an employee is on military leave will be counted toward municipal service; however, for military service to count, the employee must have been a City employee before entry into the service, and return to the City employ after the completion of military service. In addition, the time counted shall not exceed that needed to complete the selective service requirement.

B. At any time before the expiration of such military leave of absence, the employee shall have the right to return to his prior position, provided that the position still exists; that the employee is still qualified for full duty; that the employee's service with the armed forces has been honorable, and he can establish this fact to the satisfaction of the City Manager; and that the employee can pass the City's required physical examination.

C. Employees who are required to attend military reserve encampments may use their vacation periods for same. Whenever a civil disturbance requires such employees who are reserves to active duty, their time shall be considered an excused absence.

ARTICLE XXIV
CLOTHING AND CLEANING ALLOWANCE

24.1: Clothing Allowance. All employees hired in the police department shall receive an initial clothing allowance of two hundred fifty dollars (\$250.00). A clothing allowance of five hundred dollars (\$500.00) will be paid each year thereafter, during the month of July. The difference between the initial year and July 1st shall be pro-rated.

24.2: Laundry and Cleaning. All employees shall receive an annual allowance of three hundred and fifty dollars (\$350.00) for the laundry and cleaning of their clothing.

24.3: Clothing allowance, laundry and cleaning are annual allowances paid in advance for each contract year.

ARTICLE XXV
INSURANCE

25.1: Hospitalization Insurance. Each new employee, upon employment with the City, may, at his own expense, participate in the City's group hospitalization insurance, including major medical insurance. Each employee, upon completing six (6) months service, shall be provided with hospitalization insurance, including major medical insurance. The entire cost of such insurance shall be paid by the City, and said insurance shall cover the employee and his dependents. The major medical deductible shall be \$100.00 for an individual and \$200.00 for a family. Effective January 1, 1999, the Prescription Drug Plan deductible shall be a \$5.00 co-pay for generic prescription drugs and \$10.00 for non-generic prescription drugs Mac B program. The office visit co-pay for PPOM will be \$15.00 effective January 1, 1999.

25.2: Hospitalization for Retirees. The City shall provide group hospitalization insurance for persons retiring. The entire cost of such retiree insurance shall be paid by the City, and such insurance shall cover the employee and his dependents.

Health and Optical Insurance for Retirees

A. Employees Hired Before July 1, 1991 and Disability Retirees

Employees and eligible dependents hired before July 1, 1991, and all disability retirees and eligible dependents shall be granted upon retirement health insurance benefits as stated in the City of Roseville Benefit Plan, effective January 1, 1983, and restated as of January 1, 1989, per Class II (Retiree Benefits Schedule) and any other reference to Class II Benefits for Retirees.

B. Employees Hired After July 1, 1991 Except for Disability Retirees

Employees and eligible dependents hired after July 1, 1991 (except for disability retirees) shall be granted upon retirement, health insurance benefits at the rate of 4% (.04) per year of service. Example: An employee retiring after 15 years of service would receive 60% of his health benefits paid by the City. If the employee elects to participate in the plan, the balance of the monthly premium would be automatically deducted from monthly retirement benefits.

Further, any employee hired after July 1, 1991 who leaves the employment of the City and defers pension benefits shall not be eligible for health insurance benefits.

The Plan shall be secondary if the retiree has coverage from previous employer.

C. Medicare

It is mandatory that a retiree participate in Parts A and B of Medicare when eligible or when such coverage can be purchased by the retiree. The City shall provide a health insurance program to supplement Medicare to equal the health insurance benefits set forth herein. The City shall pay any premium paid by the retiree for Medicare Coverage through reimbursement each month.

D. Funding

It is specifically understood and agreed that the cost of retiree's health benefits, as set forth herein shall be paid by the Retirement Fund, through the funding provided by the City, as provided by Public Act 201 of 1988.

E. Retirees shall maintain those health and optical insurance benefits and deductibles in effect on the date of their retirement, for themselves and their eligible dependents without any adjustments ever.

25.3: Life Insurance. Each new employee, upon employment into the City, may, at his own expense, purchase life insurance in the amount of twenty-five thousand dollars (\$25,000.00). The City shall provide each employee who has completed six (6) months of service with a life insurance policy in an amount of not less than twenty-five thousand dollars (\$25,000.00). The City will further provide, upon retirement, life insurance in the amount of ten thousand dollars (\$10,000.00), at a cost to the City not to exceed four dollars and twenty cents (\$4.20) per month per person. Any increase in rates to the City due to providing this coverage to the retirees shall be paid in total by the retirees.

25.4: Other Insurance. Other insurance provided for all employees of the department who have completed six (6) months of service, and for which the City will bear the entire cost, is as follows:

A. Accidental death and dismemberment, twenty-five thousand dollars (\$25,000.00).

B. Dental Plan. Effective July 1, 1995 an employee may choose the traditional dental plan as described in the Plan Document or select an alternate preferred provider plan (Dentemax), providing the benefits stated below:

	<u>Traditional</u>	<u>Preferred Provider</u>
Class I Benefits	80-20	100%
Class II Benefits	60-40	90%
Class III Benefits	50-50	60%
Orthodontics	50-50 Lifetime Maximum \$1000	50% - Lifetime Maximum \$1000
Total yearly benefit	\$600.00 per employee and each dependent	\$600.00 per employee and each dependent

The maximum payment yearly of either dental plan is \$600.00, not including orthodontic reimbursement. During the term of this contract dental cap will increase \$100.00 per year (year beginning 1-1-99) to a maximum of \$900.00. Also, effective 01-01-99 the orthodontic insurance maximum will increase to \$1,500.00, and not be included in the annual dental cap.

C. Optical Insurance The City will pay a maximum of \$300.00 per calendar year for any optical use performed by a licensed doctor for examinations, prescription corrective glasses, or contact lenses for the total family with no accumulations from year to year. During the term of this contract the optical cap will increase \$25.00 per year (beginning 1-1-99) to a maximum of \$375.00.

ARTICLE XXVI TRAINING AND EDUCATION

26.1: The City and the Union recognize the need for the continued training and education of employees within this bargaining unit. So that a high degree of efficiency and professionalism can be attained by the police department, such training and education is to be encouraged.

26.2: To insure equal opportunity for training to every employee, training assignments shall be offered on the basis of qualifications, interest and seniority and upon a rotating basis within each division of the department.

26.3: This program is offered to encourage employees to improve their job skills, to increase their value to the City, and to assist them in preparing for future advancement with the City. The scope of the program does not include special seminars or "short courses" of a few days duration which will continue to be considered on an individual and departmental training basis as in-service training. In no case does this supersede any departmental regulation regarding in-service training. The following provisions are established to govern the administration of the City Educational Assistance Program.

- A. Application for education assistance may be made by any full-time permanent employee who has completed his designated probationary period.
- B. Applications will be considered if the employee is eligible for or receiving funds for the same course from any other source for books, tuition or fees; however, reimbursement under this program shall be limited to the difference between the other funds for which eligible or received for the same course and reimbursement in accordance with subsection F of this article.
- C. Application will be approved by the department head and City Manager only for course work directly related to the employee's present job or directly related to a promotional position. Application will be approved for courses required to obtain a degree in Police Science or Criminal Justice.
- D. Reimbursement shall be made only for course work completed at accredited colleges or universities.
- E. Reimbursement shall be one hundred percent (100%) per participant for credit courses. However, there shall be a one hundred dollar (\$100.00) limitation per participant per fiscal year for non-credit courses.
- F. Reimbursement for tuition shall be according to the following schedule:
 - 1. One hundred percent (100%) reimbursement for courses completed with "B" or better numerical equivalent.
 - 2. Seventy-five percent (75%) reimbursement for courses completed with "C" or numerical equivalent.
 - 3. Zero percent (0%) reimbursement for courses completed with a grade less than "C".
- G. Reimbursement for non-graded course, i.e., satisfactory completion, will be computed at one hundred percent (100%) reimbursement.

- H. One hundred percent (100%) reimbursement on required text books of courses completed with a "C" numerical equivalent or better grade.
- I. Employees must submit a copy of the official school transcript showing final grade received. The employee shall be considered as having completed a class when he concludes the term for which the school quotes the tuition fee.
- J. Expenses such as parking, mileage, etc., shall not be part of the educational assistance program.
- K. The applicant, under this program, shall attend classes on his own time and without compensation from the City.
- L. The City will also provide an annual allowance upon employee attaining one of the following degrees in Police Science or Criminal Justice:
 - 1. Certificate - \$225.00
 - 2. Associate Degree - \$425.00
 - 3. Bachelor Degree - \$625.00
- M. The City will make payment on a semi-annual basis, and payment will be based on degree held by the first (1st) day of July and the first (1st) day of December of each year. Payments will be made only if employee notifies City of degree held prior to the above dates.

ARTICLE XXVII MANAGEMENT RIGHTS

27.1: The Union recognizes that the City retains the sole right to manage its business, including the right to decide the number and location of departments and divisions, the type of equipment, the service, the scheduling of services to maintain order and efficiency in its departments and divisions, to hire, lay off, assign, transfer, promote employees, and to determine the reasonable quitting time and starting time, subject only to such regulations, restrictions, and provisions governing the exercising of these rights as are provided in the Agreement and State Laws, and rules and regulations of the Act 78 Police and Fire Civil Service Commission.

ARTICLE XXVIII PAST PRACTICE

28.1: Wages, hours and conditions of employment legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of the Agreement. The City will make no unilateral changes in wages, hours and conditions of employment during the term of this Agreement, either contrary to the provisions of this Agreement or otherwise. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement. This Agreement shall supersede any rules and regulations governing the police department, except rules and regulations of Act 78.

ARTICLE XXIX INCORPORATION BY REFERENCE

29.1: The Union and the City further agree that all provisions of the City Charter, Ordinances and Resolutions of the City Council, as amended from time to time, relating to the working conditions and compensation of employees are incorporated herein by reference and made a part hereof to the same extent as if they were specifically set forth.

ARTICLE XXX PENSION

30.1 Pension - adopt by reference the charter provisions of Police and Fire Pension System.

A. Voluntary Retirement; Benefits. A Police Officer who has attained or attains voluntary retirement age for his classification may retire upon his written application to the board setting forth at what time, no less than thirty (30) days nor more than ninety (90) days subsequent to the execution and filing thereof, that he desires to be retired. Upon his retirement, a Police Officer member shall receive a retirement allowance provided for in Section 15.17.

B. Voluntary retirement age for Police Officer members -- age fifty (50) years with twenty (20) or more years of credited service, or age fifty-five (55) years with (10) ten or more years of credited service

C. Upon termination of the statutory period for payment of his Worker's Compensation, if any, arising on account of city employment or at attainment of age sixty-five (65) years, whichever occurs first, a Police Officer who retired or retires pursuant

to Section 15.24 of the City Charter on or after July 1, 1978 shall be paid a pension equal to the greater of: (i) his Worker's Compensation converted to an annual basis; or (ii) fifty (50%) percent of his annual wage.

D. The beneficiary shall receive a pension which, when added to the beneficiary's weekly Workers' Compensation converted to an annual basis, equals fifty (50%) percent of the member's annual wage at the time of death, or fifty (50%) percent of the wage of a four (4) year Police Officer, whichever is greater. The beneficiary's pension shall continue until remarriage or death.

E. A Police Officer member's contributions to the retirement system shall be seven percent of his compensation paid him by the City.

30.2: Final Average Compensation for bargaining unit members shall be the average of the highest three years of earnings out of the last ten years of service.

"Compensation" means a member's salary or wages paid by the City for personal services rendered by him to the City (in case a member's compensation is not all paid in money, the board shall fix the value of that part of his compensation not paid in money): For Police patrol officers, accumulated vacation pay and other lump sum payments made at the time of retirement or separation when deferred retirement is requested will not be added when computing final average compensation.

"Final Compensation" means a member's annual rate of compensation at the time he last terminates his employment with the City; for Police Officers, final compensation will not include lump sum payments for vacation accumulation.

30.3: A member with twenty years of service, regardless of age, may retire and receive an immediate annuity under the following conditions:

- A. A member who retired under this option shall not receive paid hospitalization as provided for retirees until such time as he reaches age 50.
- B. A member who retires under this option, permanently forfeits his right to the escalator provision.

30.4: Effective for those bargaining unit members retiring after January 1, 1995, the multiplier shall be 2.8% for the first twenty-five (25) years of service, one and one-half percent (1.5%) will be added to the next four (4) years to twenty-nine (29) years of service, and one percent (1%) for each year after twenty-nine (29) years of service, up to a maximum of seventy-five percent (75%).

All members who retire shall receive optical insurance as per Section 25.2E.

30.5: A police bargaining unit member retiring pursuant to section 15.14 with a normal retirement allowance may, within thirty (30) calendar days preceding retirement, elect to withdraw all or part of the member's contributions credited to his account in the reserve for employee contributions. Partial withdrawals shall be made in increments of \$5,000 or more. Interest credited in accordance with section 15.35 shall not be withdrawn unless the total of the member's contributions credited to the member's account are withdrawn. If an election to withdraw all or part of the member's contributions is made, the policeman member's pension shall be reduced by the actuarial equivalent of the amount withdrawn. The computed reduction will be based on the mortality table used with other option elections as adopted by the board of trustees and the interest assumption published by the Pension Board Guaranty Corporation (PBGC) for immediate annuities. The PBGC interest assumption for December shall be used for retirements effective during the following January through June. The PBGC interest assumption for June shall be used for retirements effective during the following July through December. This election may be made in conjunction with the other option elections.

30.6: Pop-Up Option. In conjunction with Option II or Option III, a member may elect an additional "pop-up option which, in the event the retirant's beneficiary pre-deceases the retirant, the retirant's reduced retirement allowance shall be increased and paid as if the straight life form of payment had been elected. A retiree electing this option shall have his Option II or Option III retirement allowance further reduced so that the amount received under the pop-up option is the actuarial equivalent of the retirant's straight life amount.

30.7: Bargaining unit members with a date of retirement or date of death (while employed by the City) on or after January 1, 1995, shall receive a straight life retirement allowance consisting of an annuity which shall be the actuarial equivalent of his accumulated contributions standing to his credit in the annuity savings fund the time of his retirement, plus a pension which when added to his annuity produces an amount equal to the sum of:

- 1) 2.8% of his final average compensation multiplied by his first twenty-five (25) years of credited service plus
- 2) 1.5% of his final average compensation multiplied by the next four years to twenty-nine (29) years of credited service.
- 3) 1.0% of his final average compensation multiplied by the number of years and fraction of a year of his credited service in excess of twenty-nine (29) years.

30.8 Employee Contributions

1. The City shall pick up the Employee contributions required of Department employees for all compensation earned after the effective date of this provision. The contributions, so picked-up, shall be treated as Employer contributions in determining tax treatment under the United States Internal Revenue Code. Employee contributions picked-up by the City, pursuant to this provision, shall be treated for all other purposes, in the same manner and to the same extent, as Employee contributions made prior to the effective date of this provision.
2. The effective date of this provision shall be January 1, 1994, provided that the implementation of this provision shall begin within a reasonable time period after the City has received notification from the Internal Revenue Service pursuant to applicable provisions of the United States Internal Revenue Code. These employee contributions so picked-up shall not be included in gross income for tax purposes until such time as they are distributed by refund or benefit payment. The City shall provide a revised W-2 form to reflect all of the above changes, as soon as practicable after IRS approval.
3. With respect to the Plan Amendment and the "Pick-Up" of employee pension contributions set forth above, it is expressly understood and agreed as follows:
 - a. The Plan Amendment is being adopted only for the purpose of allowing employees to take advantage of IRS Code provisions which permit governmental employees to tax shelter their pension plan contributions.
 - b. The actual current and future gross salary of the employees will not be affected by the plan amendment.
 - c. Employee contributions will be withheld from actual gross salary and paid to the plan.
 - d. Actual gross salary will continue to serve as the basis for determining the amount of salary related fringe benefits, including retirement benefits.
 - e. Taxable gross salary (salary reported on form W-2) for the employees will be equal to actual gross less the employee contribution to the pension plan.
 - f. The City will maintain information which will permit identification of the amount of employee contributions made before and after the plan amendment. This is necessary in order to determine the extent to which a pension plan distribution is taxable income to the employee at the time the distribution is received.

- g. The plan amendment is being accomplished by local agreement rather than a change in State law.

ARTICLE XXXI
SAFETY CLAUSE

- 31.1: A reasonable number of employees shall be on duty at all times to insure the safety of those on duty.

ARTICLE XXXII
RESIDENCY

- 32.1: Present and future employees of the police department must reside within Macomb, Wayne, Oakland, or St. Clair County within one (1) year of employment.

ARTICLE XXXIII
MISCELLANEOUS

33.1: Separate Checks. The City agrees to make payment for the clothing and cleaning allowance during the month of July, and for the training and education allowance during the months of June and December of each year.

33.2: Copy of Labor Agreement. The City agrees to deliver a copy of this agreement to each member of the local association.

ARTICLE XXXIV
WAGES

34.1: Police Officer

	7-1-97	7-1-98	7-1-99	7-1-00
		3%	3%	2.5%
Start	28,831	29,696	30,587	31,351
12 months	41,567	42,814	44,098	45,200
24 months	42,302	43,571	44,878	46,000
36 months	43,030	44,321	45,651	46,792
48 months	45,298	46,657	48,057	49,258

ARTICLE XXXV
SEVERABILITY (SAVINGS CLAUSE)

35.1: If any section, subsection, sentence or phrase of this Agreement is held to be invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

ARTICLE XXXVI
WAIVER CLAUSE

36.1: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the

ARTICLE XXXVI
WAIVER CLAUSE

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

36.2: If during the life of this agreement, any of the provisions contained herein are held to be invalid by operation of law, the remainder of this agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the employer and the Union shall enter into collective bargaining for the purpose of negotiation a mutually satisfactory replacement for such provisions, if allowed by law.

ARTICLE XXXVII
DURATION

37.1: This Agreement shall remain in full force and effect until midnight, June 30, 2001, and thereafter until amended or modified as provided herein.

37.2: Either party may, on or after March 1, 2001, serve a written notice upon the other party of its desire to amend or terminate this agreement effective June 30, 2001. In such event, the parties shall commence negotiations immediately on such proposed amendments for a succeeding contract.

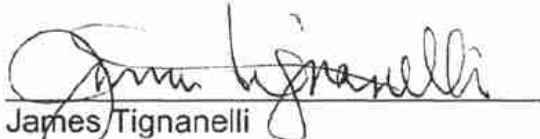
ARTICLE XXXVIII
DETECTIVE BUREAU STIPEND

38.1 The four officers assigned to the Detective Bureau and the two officers assigned to the Youth Bureau will receive a \$2,000.00 annual stipend, prorated for the time spent in the bureau during the contract year, provided they make themselves available for call-in. Payment shall be made on or before August 15 for the preceding contract year.

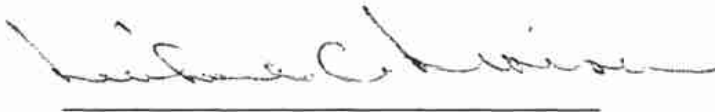
City of Roseville/POAM
Roseville Police Officers Association
Effective July 1, 1998 through June 30, 2001

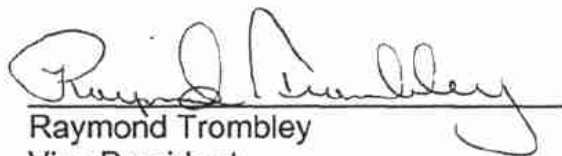
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 17th day of February, 1999, but effective July 1, 1998.


POLICE OFFICERS ASSOCIATION
OF MICHIGAN



James Tignanelli
Business Agent

ROSEVILLE POLICE OFFICERS
ASSOCIATION

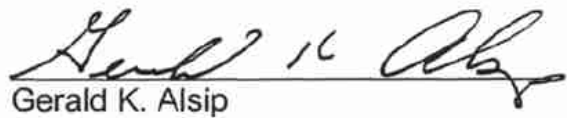

Michael Maison
President



Raymond Trombley
Vice President


John Rocco
Secretary


Donald Glandon
Treasurer

CITY OF ROSEVILLE


Gerald K. Alsip
Mayor


Ronald A. MacKool
City Clerk


Thomas M. Colombo
City Manager

APPLICABLE TO:
POLICE OFFICERS ASSOCIATION
(022)

The PRESCRIPTION DRUG EXPENSE BENEFIT as stated in the 'SCHEDULE OF BENEFITS' is amended as:

GENERIC DRUGS \$5.00 Co-Pay - Per Prescription
BRAND NAME DRUGS \$10.00 Co-Pay - Per Prescription

AND

The "SCHEDULE OF BENEFITS" is amended by adding the following WELLNESS BENEFITS:

	<u>IN-NETWORK</u>	<u>OUT-OF-NETWORK</u>
<u>Routine Physicals/Diagnostic</u> Employee & Spouse	\$15.00 Co-Pay - 100% \$200.00 Annual Max	Not Covered
<u>Routine Pap Smears</u> Employee & Spouse Limit 1 per year	Covered in Full	Not Covered
<u>Routine Mammograms</u> Employee & Spouse Limit 1 per year	Covered in Full	Not Covered
<u>Routine PSA Test</u> Employee & Spouse Limit 1 per year	Covered in Full	Not Covered
<u>Routine Physicals/Diagnostic</u> Dependent children age 6 through 19, living at home Excludes sports physicals	\$15.00 Co-Pay - 100% \$50.00 Annual Max	Not Covered
Required routine immunizations for children under 24 months of age	Covered in Full	Not Covered

Amendment Number Fifteen

The Copayments listed below are amended to change as follows:

	<u>IN-NETWORK</u>	<u>OUT-OF-NETWORK</u>
OFFICE VISIT	\$15.00/per visit	Major Medical
PRE/POST NATAL	\$15.00/1st visit	Basic Benefit
PODIATRIC VISITS	\$15.00/per visit	Major Medical

AND

EXCLUSIONS AND LIMITATIONS is amended deleting exclusion Number 17. Covered expenses shall include benefits for:

Elective sterilizations and complications thereof. Reverse sterilization procedures will not be considered an illness, and therefore excluded under the Plan. **LIFETIME MAXIMUM BENEFIT IS LIMITED TO \$500.00.**

AND

The "SCHEDULE OF BENEFITS" is amended to increase the LIFETIME MAXIMUM PAYMENTS - ALL TREATMENT for:

Lifetime maximum Outpatient Benefit for Mental/Nervous Disorders, Drug or Alcohol Abuse \$15,000.00

AND

The DENTAL EXPENSE BENEFIT is amended to change the calendar year and lifetime maximums as follows:

MAXIMUM 1999 DENTAL BENEFIT PER CALENDAR YEAR PER
PERSON \$ 700.00
Increases \$100.00 per year to maximum of \$900.00
LIFETIME ORTHODONTIC MAXIMUM BENEFIT \$1,500.00

The above maximums will apply separately to each applicable benefit - no longer combined.

OPTICAL BENEFITS:

Increase 1999 calendar year maximum to \$325.00
Increases \$25.00 per year to maximum of \$375.00

RETIREES SHALL MAINTAIN THOSE HEALTH AND OPTICAL INSURANCE BENEFITS AND DEDUCTIBLES IN EFFECT ON THE DATE OF THEIR RETIREMENT FOR THEMSELVES AND THEIR ELIGIBLE DEPENDENTS.