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6/30/98

AGREEMENT

between

THE CITY OF MASON

-and-

**CAPITOL CITY LODGE, #141
FRATERNAL ORDER OF POLICE
LABOR PROGRAM, INC.**

POLICE NON-SUPERVISORY UNIT

Mason, City of

Effective: July 1, 1995

Terminates: June 30, 1998

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ARTICLE 1

AGREEMENT

Section 1.1. This Agreement entered into this 22~~ND~~ day of July, 1996, between the City of Mason, hereinafter referred to as the "Employer" and the Capitol City Lodge, #141, Fraternal Order of Police, Labor Program, Inc., hereinafter referred to as the "Lodge".

Section 1.2. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties involved, and further, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE 2

RECOGNITION OF THE UNION

Section 2.1. Recognition: The City hereby grants sole and exclusive recognition to the Capitol City Lodge #141, Fraternal Order of Police, Labor Program, Inc., for the purpose of collective bargaining for all officers included in the bargaining unit.

Section 2.2. Definition of Bargaining Unit: The bargaining unit consists of all regular full-time members of the Mason Police Department whose positions are classified as patrolmen and corporals; excluding sergeants, the Chief, the Chief's Secretary, and all other supervisors as defined by Michigan Labor Law.

ARTICLE 3

CAPTIONS

Section 3.1. The captions used in each section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

ARTICLE 4

GENDER

Section 4.1. Reference to the male gender shall apply equally to the female gender and vice versa.

ARTICLE 5

CHANGE IN PERSONAL STATUS

Section 5.1. Employees shall notify the Employer of any change of name, address, telephone number, marital status or number of dependents promptly, within ten (10) days after such change has been made.

ARTICLE 6

MANAGEMENT RIGHTS

Section 6.1. The Lodge recognizes that the City reserves and retains, solely and exclusively, all rights to manage and operate the City's affairs.

Section 6.2. The City, on behalf of its electors, hereby retains and reserves unto itself all powers, rights, duties, authorities and responsibilities conferred upon and vested in it by its Charter and the Laws of the Constitution of the State of Michigan. Such rights, by way of illustration, but not of limitation being partially set forth as follows:

- A. To manage its affairs efficiently and economically including the determination of the quantity and quality of services to be rendered, the control of material, tools and equipment to be used and the discontinuance of any materials or method of operation which it deems necessary for the public good.
- B. To introduce new equipment, methods, procedures, change or eliminate existing equipment and methods and to decide on material, supplies, equipment and tools to be purchased and used.
- C. To determine the type, number and location of all facilities, materials, equipment, and installations.
- D. To hire, assign and layoff employees in accordance with applicable State laws and in accordance with this Agreement.
- E. To supervise and direct the work force, assign work and determine the number of employees to be assigned to operations whenever and wherever, in the judgment of its authorized supervisors the same shall be deemed necessary and proper.
- F. To establish, change, combine or discontinue job qualifications and prescribe and assign job duties, content and classification and to establish wage rates for any new or changed classifications, subject to the terms of this Agreement.
- G. To determine lunch, rest period, departmental meeting times and places, starting and quitting times and the number of hours to be worked.
- H. To establish reasonable work schedules.
- I. To establish and revise and enforce working rules and carry out police procedures and general improvement programs deemed necessary.

- J. To determine the size of the work force and to increase or decrease the same, and to contract Police work out in whole or in part in the discretion of the City, subject to the terms of this contract.
- K. To permit police officers and employees not included in the bargaining unit to perform bargaining unit work when, in the opinion of the City, this is necessary for the conduct of municipal service.
- L. To discipline and discharge employees for just cause.
- M. To transfer, promote and demote employees from one classification, department or shift to another.
- N. To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work, subject to the provisions of this Agreement.

Section 6.3. The applicability of this Article shall be limited only to the extent of the specific terms and conditions as hereafter provided for in this Agreement.

ARTICLE 7

UNION SECURITY AND CHECK-OFF

Section 7.1. Non-Discrimination: The City will not discriminate against any employee because of membership in the Lodge.

Section 7.2. Agency Shop: All members of the bargaining unit shall, as a condition of employment, become members of the Lodge within thirty (30) days of employment or entering or re-entering the bargaining unit or pay a service fee equal to dues paying members. The City, upon receipt of a written notice from the Lodge

that an employee who 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 re-instituted the payment of his service fee, prior to the thirty (30) day period.

Section 7.3. Dues Check-Off: The City agrees to deduct from the regular monthly pay of each Lodge member who has an executed Check-Off Authorization form on file, the Lodge dues for the following month's dues, subject to all the following sub-sections.

Section 7.4. The Lodge shall obtain from each of its members a completed Check-Off Authorization Form which shall conform to the respective state and federal law(s) concerning that subject.

Section 7.5. The Lodge shall exclusively use the Check-Off Authorization Form as herein provided for in Appendix "A".

Section 7.6. A service fee, one hundred percent (100%) of monthly check-off dues to the Lodge, will be paid by any employee hired by the City of Mason included in the bargaining unit as defined in Article II, Section 2.2.

Section 7.7. The Lodge shall exclusively use the recognition fee authorization form as herein provided for in Appendix "A".

Section 7.8. All Check-Off Authorization Forms and Service Fee Authorization Forms shall be filed with the City Treasurer who may return any incomplete or incorrectly completed form to the Lodge Treasurer, and no check-off shall be made until such deficiency is corrected.

Section 7.9. The Employer shall check-off obligations which come due at the time of check-off, and will make check-off deductions only if the employee has enough pay due to cover such obligation, and will not be responsible for a refund to the employee if he has duplicated a check-off deduction by direct payment to the Lodge.

Section 7.10. The Employer's remittance will be deemed correct if the Lodge does not give written notice to the City's Administrator within thirty (30) calendar days after a remittance is sent, of its belief, with reasons stated therefor, that the remittance is incorrect.

Section 7.11. Save Harmless: The Lodge agrees to indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of its deductions from an employee's pay of Lodge dues or in reliance on any list, notice, certification or authorization furnished under this Article. The Lodge assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Lodge's account.

Section 7.12. Any dispute between the Lodge, the employee, and the Employer which may arise whether an employee properly executed or properly revoked a Check-Off Authorization Form, pursuant to this Article, shall be reviewed with the employee, a representative of the Lodge and the City Administrator or his designee. Until the matter is resolved, deductions shall continue

to be made. The City assumes no liability for the authenticity, execution or revocation of the authorization form.

ARTICLE 8

MANAGEMENT SECURITY

Section 8.1. No Strike: The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Lodge, 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, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the City's premises. The Lodge further agrees that there shall be no strikes, sit-downs, slowdowns, stay-ins, stoppages of work, or any acts that interfere in any manner or in any degree with the services of the City during the life of this Agreement.

Section 8.2. No Lockout: The City agrees not to lock out any employee during the life of this Agreement (for any reason).

ARTICLE 9

UNION BARGAINING COMMITTEE

Section 9.1. The bargaining committee of the Lodge will include not more than one (1) member of the Division and not more than three (3) representatives of the Lodge. The Division may also have one (1) alternate who will participate in negotiations in the absence of the regular Division representative. The Lodge will furnish the Chief with a written list of the bargaining committee, as well as the alternate, if any, prior to the first bargaining meeting or any substitution changes thereafter.

Section 9.2. The Chief shall rearrange scheduling for the bargaining committee member insofar as possible to avoid placing the member on a tour of duty that would prohibit his attendance at negotiations. Consideration shall be given to the ending of the tour of duty shift immediately preceding negotiations.

ARTICLE 10

PROBATIONARY PERIOD

Section 10.1. When a new employee is hired into the Unit, he shall be considered as a probationary employee for a period of twelve (12) months from date of hire. Quarterly reviews of the probationary's progress shall be made on the probationary employee. The Lodge may represent probationary employees, with the employee's consent, for purposes including but not limited to rates of pay, wages, and hours of employment. Probationary employees shall not be represented by the Lodge in cases of discipline or discharge.

A probationary employee may be disciplined or terminated with or without cause within the sole discretion of the City and neither the employee so disciplined or terminated nor the Union shall have recourse to the Grievance Procedure over such discipline or discharge.

Section 10.2. The probationary period for the rank of Corporal shall be six (6) months. In the event of a promotion out of the Patrolman rank, the position of the Patrolman shall not be permanently filled and the Corporal shall not lose Patrolman seniority until his probationary period has been completed.

ARTICLE 11

GRIEVANCE PROCEDURE

Section 11.1. It is the intent of the parties to this Agreement to prevent grievances and to settle any which may occur as fairly and as promptly as practical. Therefore, it is agreed that there should be time limits between the initiation of a grievance and its occurrence, between steps of the grievance procedure and the time in which each answer must be given. Any grievance not initiated, taken to the next step or answered within these time limits will be considered settled on the basis of the last answer by management, if the Lodge does not move to the next step within the time limits. For the purpose of the Grievance Procedure, a working day shall be deemed to mean Monday through Friday, exclusive of holidays, Saturdays and Sundays.

Section 11.2. A grievance is a claim reasonably and sensibly founded upon a violation of a specific article of this Agreement.

- A. Step One. Verbal - Sergeant. When an employee feels that he has a valid grievance within the definition as provided above, he shall within five (5) working days after the act or incident complained of, to present his grievance orally to the Sergeant in an attempt to resolve the matter on an informal basis.
- B. Step Two. Written - Chief. If the employee and the Sergeant are unable to adjust the grievance, it shall be reduced to writing and submitted by his Lodge representative within ten (10) working days of the act or incident complained of, to the Chief of Police or Officer in charge for resolution. All written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants.
 2. It shall be specific.
 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 4. It shall cite the Sections and Sub-Sections of this contract alleged to have been violated or rules or regulations or orders alleged to have been violated.
 5. It shall contain the date of the alleged violation.
 6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such rejection shall not extend the limitations for appeal as hereinafter specified.

- C. Step Three. City Administrator. If the grievance still cannot be satisfactorily adjusted in Step Two, it shall be submitted to the City Administrator, within fifteen (15) working days of the act or incident complained of, who will endeavor to resolve the matter with the Police Chief and the Steward.
- D. Step Four. City Council. As to matters that may proceed beyond Step Three which are not settled by the City Administrator, the grievance shall be referred within twenty (20) working days of the act or incident complained of to the City Council which will seek to adjust the grievance in a manner deemed most beneficial to all concerned. The Council shall act upon the grievance within fifteen (15) days from the receipt of the grievance.
- E. Step Five. Arbitration.

Section 1. Either party may request arbitration of an unsettled grievance. The party desiring arbitration must notify the other party in writing of such desire within ten (10) calendar days of the day the written disposition was given or due, as the case may be, under the last step of the grievance procedure provided for in this Agreement. In the event that either party should fail to serve such written notice, the matter shall be considered as settled on the basis of the written disposition made in the last step of the grievance procedure.

After receipt of a desire to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within seven (7) calendar days, or within a longer period if mutually agreed upon, either party may submit the matter to the Federal Mediation and Conciliation Service, requesting that an arbitrator be selected with assistance and under the rules of the Federal Mediation and Conciliation Service.

Section 2. The parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues which were or could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretations or application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.

Section 3. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement, nor to rule on any matter except while this Agreement is in full force and effect between the parties. The arbitrator shall have no power to establish wage scales or rates on new or changed jobs, or to change any rate, unless it is provided for in this Agreement.

The arbitrator shall have no power to provide agreements for the parties in those cases where in this Agreement they have agreed that further negotiations should occur to cover the matters in dispute.

In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

Section 4. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award, under no circumstances, shall be based on other extra contract matters not specifically incorporated in this Agreement.

In the event a suspended or discharged employee is returned to the work force with a back pay award, the Employer will receive as a set-off to any such award unemployment compensation benefits received which were related to the period of the employee's absence from work.

Section 5. The expenses of the arbitrator shall be shared equally between the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

Section 6. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Lodge and on all bargaining unit employees, and on the Employer.

Section 7. An employee will elect either the grievance and arbitration forum as set forth herein or the appropriate forum set forth under any law, but not both.

ARTICLE 12

SPECIAL MEETINGS CLAUSE

Section 12.1. Special meetings for important matters will be arranged between the Division President and the Employer and its designated representative upon the request of either party. Such meetings shall be between one (1) representative of the Lodge and one (1) representative of management.

Section 12.2. Arrangements for such special meetings shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the meeting is requested. Matters taken up in special meetings shall be confined between the hours of 9:00 a.m. and 4:00 p.m. The members of the Lodge shall not lose time or pay for time spent in such special meetings. This meeting may be attended by a representative of the Division and/or a representative of the Lodge.

Section 12.3. 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 that right and opportunity are set forth in this Agreement. Therefore, the City and the Lodge for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any

subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 13

DISCHARGE AND DISCIPLINE

Section 13.1. Discipline is intended to be a positive or developmental rather than a negative or punishing procedure.

Section 13.2. When the City determines that discipline or discharge is necessary, it may discipline or discharge any employee for just cause, regardless of the employee's seniority.

Section 13.3. In the event that a discharged employee feels that he has been unjustly dealt with, said employee or the Lodge may file a grievance at Step 4 of the grievance procedure, which must be in writing, with the City within ten (10) working days from the time of discharge. Said complaint will be treated as a grievance, subject to the grievance procedure herein. If no complaint is filed within the specified time then said discharge shall be deemed to be final.

Section 13.4. The City, by its Chief of Police, may establish and enforce binding rules in connection with its departmental operations and the maintenance of discipline, providing such rules are not inconsistent with the provisions of this Agreement.

Section 13.5. In imposing discipline on a current charge, the Employer will not take into account prior discipline which:

- a. If a verbal reprimand, occurred more than eighteen (18) months prior to the instant infraction.
- b. If a written reprimand, occurred more than twenty four (24) months prior to the instant infraction.
- c. If a suspension, loss of time or pay, occurred more than forty two (42) months prior to the instant infraction.

ARTICLE 14

SENIORITY

Section 14.1. Seniority: Seniority of a new member shall be commenced after the member has completed his probation of one (1) year and shall be retroactive to his most recent date of appointment.

Section 14.2. Loss of Seniority: An employee shall lose his status as an employee and his seniority, if:

1. He resigns or quits.
2. He is discharged or terminated.
3. He retires.
4. He does not return to work from layoff within ten (10) calendar days after being notified to return by certified or registered mail or by telegram addressed to the employee at his last address filed with the City Administrator. An employee who changes his address must notify the City of the change.
5. He has been on layoff for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is less.

6. He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the City, except when the failure to notify and work is due to circumstances beyond the control of the employee.
7. He is convicted of a felony.
8. He may lose his seniority and employee status if he is convicted of a misdemeanor, except traffic offenses.

Section 14.3. Seniority shall not carry over from one classification to another.

Section 14.4. Management shall maintain a roster of employees, arranged according to seniority showing name, position, class and seniority date, and shall furnish a copy to the Lodge in March of each year if requested.

ARTICLE 15

LAYOFF AND RECALL

Section 15.1. Definition: Layoff shall mean the separation of employees from the active work force due to lack of work or funds or the abolition of positions because of changes in organization.

Section 15.2. Order of Layoff:

- A. No permanent or probationary employee shall be laid off from his position in the Police Department while any seasonal, temporary or provisional employees are serving in the same position class in that department.
- B. Except as provided below, the layoff of probationary or permanent employees in the Police Department shall be in inverse order of seniority in the position classes affected.

Section 15.3. Demotion in Lieu of Layoff: Except as provided below, an employee subject to layoff who so requests, shall in lieu of layoff, be demoted by seniority to a lower position in the Police Department. Demotion shall be through those classes in which the employee previously held permanent status, provided that an employee serving a probationary period shall not displace a permanent employee in a class in which he has not previously held permanent status.

Section 15.4. Notice of Layoff: Employees to be laid off indefinitely shall be given at least fourteen (14) calendar days prior notice.

Section 15.5. Preferred Eligible Lists.

- A. Employees demoted in lieu of layoff shall have their names placed on preferred eligible lists in order of seniority for each class from which displaced. Employees laid off shall have their names placed on a preferred eligible list in order of seniority for each class from which displaced.
- B. Names shall remain on the lists for six (6) months or the length of their seniority, whichever is greater for those employees demoted, unless removed as provided below. An employee who is laid off will have his name remain on the list for a period of time equal to his seniority at the time of his layoff or two (2) years whichever is lesser. Employees shall be restored to positions from which demoted in the Police Department before any other persons are selected for employment or promotion in those classes.

Section 15.6. Recall from Layoff:

- A. Employees to be recalled from layoff shall be given a minimum of ten (10) calendar days to respond after notice has been sent by certified mail to their last known address. Employees last laid off will be first to be recalled.

- B. Employees who decline recall or who, in absence of extenuating circumstances, fail to respond as directed within the times allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.

Section 15.7. Restoration to Positions From Which Demoted:

Employees to be restored to positions from which they have been demoted in lieu of layoff shall be given three (3) calendar days in which to accept. Names of those who decline shall be removed from the pertinent preferred eligible lists.

Section 15.8. Physical Examinations: An officer laid off for a period of more than one (1) year or an officer that has been injured during a layoff of a lesser period, may be required by the City to submit to and pass a physical examination by a physician selected by the City. If the employee disputes the findings of the physician, the employee may secure an examination by another physician at the employee's expense. If the findings of both, after being submitted to the City, are not satisfactory, then the respective physicians shall select a third physician who shall examine and report his findings, which shall be final and binding as to all parties. The cost of the third physician shall be shared equally by the City and the employee.

The City may, at any time it feels it has a valid reason to believe an employee is suffering from mental disease or illness, request that that employee be examined and/or treated by a psychiatrist for said injury or illness. The same formula for

resolving disputes regarding a determination of physical fitness for duty shall be used for resolving disputes concerning mental fitness for duty.

ARTICLE 16

UNIFORMS AND EQUIPMENT

Section 16.1. In the selection, procurement and issuance of uniforms, the City will give due consideration to the items, numbers, materials, and quality consistent with the needs, use, function, and responsibility of the officer. The following items shall be issued to the officers at the City's expense:

- one pair black leather shoes
- one pair black leather gloves
- one car jacket
- four pairs of pants
- four shirts - long sleeved
- four shirts - short sleeved
- two ties
- one raincoat
- one uniform hat
- one Sam Browne belt
- badges
- one name plate
- one tie bar
- one set of handcuffs
- one service weapon
- one whistle with chain
- one Garrison belt
- one laminated picture I.D. card
- sufficient and adequate ammunition for firearms training
- one winter hat

Section 16.2. The City will provide and each officer will be required to wear a bullet resistant vest. Should an officer have a bullet resistant vest that he/she has purchased, it may be worn with the prior approval of the Chief of Police.

Section 16.3. Dry Cleaning and Laundry: Dry cleaning and laundering of officers' uniforms shall be processed as to times and place by the Chief. The cost of laundering and cleaning and permissible alterations of uniforms, shall be borne by the City, however, the frequency of cleaning and laundering shall be subject to the approval of the Chief.

Section 16.4. Employer issued equipment shall be signed for by the receiving employee and returned upon termination of employment or request by the Employer.

Section 16.5. The Employer and the Lodge agree that if the Employer intends to modify its specification(s) for police vehicles that it will notify the Lodge of any proposed changes and if the Lodge wishes to raise issues of safety, it will so notify the Employer within ten (10) days of its receipt of notice from the Employer and will request that a special meeting be convened.

ARTICLE 17

HOURS OF WORK AND BASIC WAGE RATE

Section 17.1. Hours: Officers shall work a minimum of forty (40) hours per seven (7) day work period. A work period may consist of seven (7), fourteen (14), twenty one (21), or twenty eight (28) days. In the event an officer's work period exceeds seven (7) days, normal work hours will be based on forty (40) hours for every seven (7) days of that work period. Officers shall render services under this Agreement for a period of fifty two (52)

weeks per annum. The City, in its discretion, may schedule officers to four (4) scheduled days of ten (10) consecutive hours each day, or five (5) days of eight (8) consecutive hours each day; the City shall provide thirty (30) days written notice of any change in scheduled work periods.

Section 17.2. Wage Rate: An officer shall receive an hourly rate for services performed not exceeding the total annual wage referred to as his basic wage, as set forth in "Appendix B" hereto attached, and which represents compensation for services in Section 1, above, for two thousand eighty (2,080) hours of service. The hourly rate shall be determined by dividing two thousand eighty (2,080) hours into the total applicable basic wage. The hourly rate thus determined shall be the base rate per hour of compensation and shall be used in computing any overtime authorized under this Agreement.

Section 17.3. Overtime: It is anticipated that the needs of the department will require an officer to work overtime. Overtime is defined as work performed by an officer over and above his/her normally scheduled work hours when authorized by a command officer. It does include training sessions, consultations with prosecuting officials, or signing complaints, but if directed by an officer in command of the department and performed by an off-duty officer, said officer shall be compensated at the hourly rate of that officer for the time actually worked, but not less than one hour. All officers on duty shall be paid for overtime at the rate of one and one half (1 ½) times his regular rate of pay.

Section 17.4. Call-In Time: For any preposted assignment in which an off-duty officer is assigned, he shall be paid for a minimum of two (2) hours at the overtime rate. For any emergency call-in of off-duty officers, they shall be paid for a minimum of two (2) hours at the overtime rate.

Section 17.5. Included Benefits: An officer is to be paid only for work performed. Included in an officer's annual wage rate, as defined in 17.2 of this Article, are certain benefits, including holiday pay, said benefits being as follows:

- A. Paid Lunch and Work Breaks. An officer on duty shall be entitled to one (1) hour for each workday for lunch and work breaks. Breaks shall be divided into two (2) fifteen (15) minute periods and a thirty (30) minute meal period which shall be taken at the good judgment of the officer, and as the needs of the department permit. If an officer is called off of a break, the officer shall be entitled to the remainder of his/her break once the pending matter is disposed of.

Section 17.6. Employees have the option to exchange any overtime hours worked for compensatory time off at the rate of time and one half (1 ½) under the following conditions:

- A. A thirty two (32) hour maximum accumulation on the record books at any one time.
- B. Any usage of compensatory time will be charged against the maximum accrual.
- C. The option to place overtime in the compensatory time bank must be made by the employee within the pay period that it is earned. This election will be made by the employee submitting the request in writing with his/her time report.
- D. An employee may utilize compensatory time off only with the prior approval of his/her supervisor.

- E. If employees can be excused to utilize earned compensatory time off, the grant or denial of the request will be on a first-come first-serve basis. If determination cannot be made which request was made first, compensatory time off will be granted on a seniority basis. Such requests for this purpose are not effective more than thirty (30) days in advance.
- F. Any employee with accumulated compensatory time who desires payment for any part of said accumulated time shall, in writing, make a request therefor to the Chief of Police. Said request must be submitted and approved within the regular pay period of the Department. Payment will be made the next regular pay day following the pay period for which approval is given.

The provisions of Section 17.6 will be applied prospectively only and after the parties have signed this agreement.

ARTICLE 18

SICK LEAVE

Section 18.1. Sick Leave: An officer shall accumulate and be credited with eight (8) hours of sick leave per month up to a maximum accumulation of one thousand forty (1,040) sick leave hours. If an officer is separated from service by death or retirement, he, his spouse, or his legal representative shall be entitled to one half (1/2) of accumulated unused sick leave, computed at his last daily rate of pay.

Section 18.2. Sick leave is to be used only for personal illness, or incapacity, and medical or dental treatment necessary and not obtainable on off-duty hours. An eligible employee may utilize sick leave for the purpose of transporting an immediate

family member to obtain treatment for an illness or injury. Sick leave may, in the Chief's sole discretion, be used to attend to the illness or injury of an immediate family member. "Immediate family" as used herein is defined as the employee's spouse, child or parent. Employees shall report the expected absence to the Chief of Police or the officer in charge at least one (1) hour prior to his tour of duty and shall state the illness or reason. The Chief of Police shall cause a log to be kept of all calls concerning sick leave with the reason, and the time of report-in and the time of the tour of duty and maintain a permanent file thereof in his office. The Chief of Police or his designated representative may communicate with the officer directly or members of the officer's immediate family only, on the first day of sick leave, to investigate the possible abuses of the sick leave privilege. Upon three (3) days successive absence, the Chief of Police may request and the officer shall provide, diagnosis from the officer's physician and/or the Chief may, at his discretion, demand the officer to submit to an examination by a physician selected by the City. In the event the City designates the physician's examination, the City shall pay the cost of the physician's examination. Abuse of this privilege shall subject the officer to discipline at the discretion of the Chief.

Section 18.3. A probationary officer shall not receive sick leave benefits, however, upon completion of his probation, he shall be entitled to be reimbursed for sick leave previously deducted

from his pay checks up to the credit amount then accumulated and the balance, if any, shall be credited to him in the same manner as if he had not been a probationary employee.

Section 18.4. No sick leave or vacation credit shall be earned while on unpaid leave of absence.

Section 18.5. Payable on December 1 of each year, the employee may, at his option, be paid twenty five percent (25%) of his earned, but unused sick leave for that year. If he converts this portion of his sick leave to cash, that portion shall be deducted from his accumulated sick leave.

Section 18.6. Personal Days: Seniority employees shall be entitled to sixteen (16) hours of paid personal leave time per year.

A request for a personal leave day must be made to the employee's immediate supervisor at least two (2) working days in advance of its intended use. If the circumstances warrant it, the employee's immediate supervisor can waive the two (2) day notice requirement. Requests for personal leave will be granted provided the department head or his designee does not believe the leave will interfere with the operation of the department.

Personal leave days may not be used immediately preceding or following a holiday or a vacation day unless approved by the City Administrator.

Personal leave days are not cumulative from year to year.

ARTICLE 19

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Section 19.1. All full-time officers commencing with their date of hire are eligible for a twenty eight thousand dollar (\$28,000.00) life insurance policy with Accidental Death and Dismemberment.

Section 19.2. The City will pay one hundred percent (100%) of the annual premium on said policy for each year said employee is employed by the City.

Section 19.3. Coverage shall be subject to the terms and acceptance of the insurance carrier.

ARTICLE 20

VACATION

Section 20.1. Officers shall receive vacation based on the length of continuous employment as herein set forth.

1 Year to 5 Years:	two weeks or 80 working hours
5 Years to 10 Years:	three weeks or 120 working hours
10 Years and Over:	four weeks or 160 working hours

Section 20.2. Employees must use their vacation leave in the year following the year of accrual. Annual leave, not to exceed a maximum of forty (40) hours, may be carried over from one calendar year to the next calendar year, with approval of the department head and the city Administrator, provided, however, that the requests for carryover of vacation leave must be submitted at least fifteen (15) days prior to the anniversary date of the employee.

Section 20.3. Vacation pay shall be computed at the employee's current regular rate of pay, minus any premiums.

Section 20.4. Vacation leaves may be granted to eligible employees upon written request submitted no less than thirty (30) days in advance of the beginning of the date of requested leave. If a vacation request is in conflict with any other request for vacation, such conflicting requests, if approved, will be granted on the basis of seniority.

If an employee wants to establish, in advance, a particular vacation period, a "special" request for a particular vacation must be submitted by the employee between January 1 and January 31 of the year in which it will be taken. If there is a conflict between special vacation requests, the most senior employee's request, if approved, shall prevail. Vacation approved as a result of the "special" request shall supersede any regular request for vacation.

Section 20.5. All vacation requests must be approved by the Chief before they are granted.

Section 20.6. No vacation will be earned while an employee is on an unpaid leave of absence, laid off or receiving Worker's Compensation.

ARTICLE 21

HOLIDAYS

Section 21.1. The following are designated holidays:

New Year's Day	Veteran's Day
Washington's Birthday	Thanksgiving Day

Memorial Day
Independence Day
Labor Day

Day after Thanksgiving Day
Day Before Christmas
Christmas Day

Last four (4) hours of the employee's regular shift on Good Friday.

Last four (4) hours of the employee's regular shift on the day before New Year's.

All holidays will be observed on the actual holiday. Employees will receive eight (8) hours of paid time, at their regular rate of pay for each full day holiday, and four (4) hours of paid time, at their regular rate, for half day holidays.

ARTICLE 22

RETIREMENT

The City of Mason is a member of the Michigan Municipal Retirement System, which is managed in accordance with the provisions of Act 135, P.A. 1945 (Section 38.601 MCL of 1948), as amended. The City agrees to pay, on the behalf of each regular, full-time officer who is or becomes a member, such amount as may be necessary under its membership plan and Section 44 of the above Statute. The retirement plan, B-2 with F55 (15 years) will be modified as soon as reasonably practicable after the signing of this Agreement, to the B-4 with F55 (15 years). Employee contributions will be increased by 4.11% effective the first full payroll period after the B-4 plan becomes operable. It is understood and agreed that the differential between contributions paid by employees to maintain the B-2 F55/15 and to improve the

plan to the B-4 F55/15 shall be assumed by bargaining unit employees. The Employer shall have the right, at its expense, to have the actuarial cost of the B-4 improvement redetermined no more frequently than once every two (2) years. Should a subsequent actuarial evaluation(s) establish the need to modify the employee's contribution in order to maintain the B-4 Plan, then and in that event, the employee contribution shall be adjusted accordingly, either upward or downward, effective the first full payroll period following receipt of the actuarial report.

ARTICLE 23

HOSPITAL AND MEDICAL INSURANCE

Section 23.1. All regular, full-time officers, their spouse and dependent children, are eligible for group hospital and medical benefits under the Blue Cross/Blue Shield with Master Medical II Group Policy No. 68914-001, in accordance with and subject to the provisions and limitations therein. A brief outline of benefits provided under this policy is included in Appendix C.

The Blue Cross/Blue Shield Plan is the Employer's base plan. The Employer, during the life of this Agreement, agrees to pay up to the following amounts for health care coverage commencing September 1 of each year of this Agreement:

	<u>Single</u>	<u>2 Person</u>	<u>Family</u>
September 1, 1995	\$195.54	\$410.66	\$459.51
September 1, 1996	\$205.32	\$431.19	\$482.49
September 1, 1997	\$215.58	\$452.75	\$506.61

The above contributions are based upon the Blue Cross/Blue Shield coverage and shall be applied to all full-time employees with seniority. Probationary employees are eligible for the above contributions after ninety (90) calendar days from their most recent date of hire.

Any employee who elects health care coverage, the cost of which exceeds the amount of monthly Employer contribution will contribute the difference on a monthly basis through payroll deduction.

In no event will the Employer be obligated to pay any differential compensation to an employee whose health insurance monthly premium costs are less per month than those set forth above.

Any employee electing to transfer from one hospitalization insurance coverage to another must notify the Employer in writing of this intent at least two (2) weeks prior to the open enrollment period August 1 to August 20.

Section 23.2. Probationary officers may elect to come under this plan after authorizing payroll deductions for the premium costs for the required ninety (90) days.

Section 23.3. Should the Employer wish to change from Blue Cross hospitalization insurance this change will be subject to negotiations with the Lodge.

Section 23.4. Prescription Rider. The City shall provide a prescription rider, with the employee paying the first ten dollars (\$10.00) of any prescription.

Section 23.5. Dental Insurance. The City agrees to pay the full premium for a dental benefit plan to include all employees covered by this Agreement and their dependents at no cost to the employee. The plan will provide one hundred percent (100%) payment of preventative services, eighty-five percent (85%) of general services, and fifty percent (50%) of prosthetic services. Maximum benefit for each calendar year is one thousand dollars (\$1,000.00) with no deductible. The plan will provide the following orthodontic coverage: fifty dollars (\$50.00), then, fifty percent (50%) of the orthodontic services up to a five hundred dollar (\$500.00) maximum lifetime benefit.

Section 23.6. The parties to this Agreement agree to do everything possible to secure the lowest cost for the health care benefits provided for herein.

Section 23.7. Physical Examination. After two (2) years of continuous full-time employment and every second year thereafter, an officer will be entitled to take a physical examination to be given by the City doctor, the cost of which shall be borne by the City.

ARTICLE 24

LIABILITY PROTECTION

Section 24.1. Whenever claims are made or any civil action is commenced against the employee for damages caused by acts of the employee within the scope of his authority and while in the course of his employment, the City will pay for, or engage in, or furnish the services of an attorney to advise the officer as to the claim and to appear for and represent the employee in the action.

The City may compromise, settle and pay such claims before or after the commencement of any civil action.

Whenever any judgment for damages is awarded against an employee as the result of any civil action or damages caused by the employee while in the course of his employment, the City will indemnify the officer or will pay, settle or compromise the judgment. The City's obligations under this section shall be contingent upon the employee giving prompt notice of the commencement of any action, and upon the employee cooperating in the preparation, defense and settlement of such action.

ARTICLE 25

FUNERAL LEAVE

Section 25.1. An employee with authorization from the Chief shall be granted up to three (3) working days, provided he is scheduled to work, immediately following the day of death of the member of the employee's immediate family. Immediate family is to be defined as follows: mother, father, brother, sister, wife or

husband, son or daughter, mother-in-law, father-in-law, grandparents, grandchildren, step-mother, step-father, step-children, step-brother, step-sister, or a member of the employee's household.

Section 25.2. An employee with authorization from the Chief shall be allowed one (1) working day, the day of the funeral, provided he is scheduled to work, in the event of the death of an employee's brother-in-law, or sister-in-law.

Section 25.3. The Chief of Police may grant additional time if requested, based upon extenuating circumstances.

Section 25.4. In the event of a simultaneous tragedy involving the death of more than one of the above enumerated relations, not more than three (3) working days will be excused which shall be subject to the terms and conditions heretofore stated herein.

ARTICLE 26

LONGEVITY

Section 26.1. Each full-time employee who has completed five (5) years of continuous employment by December 1 shall receive two hundred fifty dollars (\$250.00) additional compensation per year plus an additional compensation of twenty five dollars (\$25.00) for each year of continuous employment beyond five (5) years.

Section 26.2. Longevity payment shall be made with the first pay period in December. Payments due shall be computed on total years of service completed by December 1 of the years to be

compensated. Payment will not be made for partial years of service. No payment shall be made to an employee who leaves the service of the City prior to December 1 except in the case of retirement, death and permanent disability and the total amount shall be prorated.

ARTICLE 27

COURT PAY

Section 27.1. Any officer who appears in Court or any other administrative tribunal during non-duty hours as a result of being subpoenaed on work related matters shall be paid at the rate of time and one half (1 ½) his/her normal base rate exclusive of any premiums, for all time actually worked but not less than one half hour. In the event that the employee's appearance is not contiguous with the beginning or end of the employee's normal scheduled shift, the minimum payment shall be two (2) hours. Payments for overtime and/or call back time shall not be duplicated for the same hours.

"Contiguous" means that the employee's appearance must run up to the beginning of the employee's shift or immediately after the employee's shift ends.

Section 27.2. Any officer required to sign a complaint during off-duty hours shall be paid at the rate of one and one half (1 ½) times his normal rate of pay, exclusive of any premiums, for time actually spent, but not less than one (1) hour, providing such minimum is not contiguous with the beginning or end of his normally

scheduled shift.

ARTICLE 28

COMPREHENSIVE AUTO LIABILITY INSURANCE

Section 28.1. The City will carry, during the term of this Agreement, bodily insurance and property damage insurance for acts of negligence of its officers in the operation of police vehicles while on duty and in the course of employment in the amount and subject to the limitations set forth in its self-insured policy through the Michigan Municipal Risk Management Authority, the terms of which are incorporated herein, and will pay one hundred percent (100%) of the premiums thereof.

ARTICLE 29

OFF-DUTY DISABILITY INSURANCE

Section 29.1. The Employer agrees to allow employees covered by this Agreement to participate in a disability insurance plan provided the employee assumes the responsibility for his/her premium payments.

ARTICLE 30

SOCIAL SECURITY AND WORKER'S COMPENSATION

Section 30.1. The City will carry Worker's Compensation insurance on each officer and pay all premiums thereon. Also, the City will appropriate and pay, as an employer, its share of old age and survivors insurance, (Social Security).

ARTICLE 31

SEPARATION - VOLUNTARY TERMINATION

Section 31.1. Employees shall have the responsibility of turning in all Employer equipment and property at termination of their employment. The employee shall be charged for all items not returned, provided he has signed an authorization form for such deduction.

ARTICLE 32

PROMOTIONS

Section 32.1. Promotions within the department shall be based on merit, which shall include but not be limited to, professional competency, education and professional training, character, age and experience, work record, attitude and cooperation in implementing departmental policies and procedures, loyalty and dedication, good manners and professional community involvement. All conditions being equal, due consideration shall be given to seniority status.

ARTICLE 33

SPECIAL PROGRAMS

Section 33.1. Educational Requirements. All regular, (excluding auxiliary police) non-probationary officers who have completed the Mid-Michigan Police Academy (or equivalent) Training Program shall receive such training as the scheduling needs of the department and finances budgeted for the Police Department will

permit.

Section 33.2. Additional Training. Additional training of a type and kind to be determined by the Police Chief and Sergeant, shall be undertaken for all officers as follows: All regular, full-time officers (including probationary) shall have a minimum of twenty four (24) hours per year.

Section 33.3. Use of Auxiliary Officers. The use and scheduling of Auxiliary Police officers shall be determined by the Police Chief and the Sergeant.

Section 33.4. Tuition Reimbursement. An employee will be eligible, after one year of employment, to submit a written request, no later than thirty (30) days prior to the commencement of the class term for reimbursement for tuition only. Any such request will, if granted, be subject to the following conditions:

- A. The class must be pre-approved by the Chief of Police as job related.
- B. The Department must have sufficient monies in its budget to pay for the tuition.
- C. Payment will be made only after the employee presents satisfactory proof of receipt of a "C" or better grade in the pre-approved class.
- D. In no event, will reimbursement exceed the rates normally and customarily charged by Michigan State University.
- E. The Chief may grant the request in whole or in part.

ARTICLE 34

GENERAL PROVISIONS

Section 34.1. When employment and seniority is interrupted by discharge, quit, strike, unpaid leave of absence, or any other

reason, all insurance coverage continues only for the balance of the month in which such termination occurs or until the next premium is due, whichever is later.

Section 34.2. Should the Employer be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in affect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments, the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally sponsored insurance programs.

Section 34.3. The Employer may select or change the insurance carrier, except Blue Cross, at its discretion and shall be entitled to receive any dividends, refunds, or rebates earned without condition or limit of any kind. All benefits shall be subject to the standard provisions set forth in the existing policy or policies.

Section 34.4. The employee shall not be eligible to receive benefits while he is:

- A. Eligible for unemployment benefits under any unemployment compensation law, or
- B. On layoff, or
- C. On leave of absence, or
- D. Has quit his employment or
- E. Been discharged, or
- F. Retired.

ARTICLE 35

SEVERABILITY AND SAVINGS CLAUSE

Section 35.1. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 35.2. In the event any provision of this Agreement is held invalid as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision(s) held invalid.

ARTICLE 36

RESIDENCY

Section 36.1. All bargaining unit members subject to emergency work are expected to live within five (5) miles from the City limits of the City of Mason provided the following criteria are met:

1. That the proposed residence be located on a "reasonable" road so as to allow ingress and egress in inclement weather.
2. That no transportation will be afforded in City-owned vehicles.
3. Any employees presently employed with the City who now live more than five (5) miles from the City limits shall be allowed to continue their residence, provided that such distance does not interfere with the discharge of their duties to the City and that

paragraph 1 and 2 are satisfied, until such time that they move or re-establish their residence, in which case they shall be required to comply fully with this section.

4. Probationary employees must comply with the residency requirement within sixty (60) days after successfully completing the probationary period.

ARTICLE 37

DURATION

This Agreement shall become effective July 1, 1995, and it shall continue in full force and effect until 11:59 p.m., June 30, 1998, and for successive annual periods thereafter unless not more than one hundred eighty (180), but at least sixty (60) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other, written notice that it desires termination, revision, modification, alteration, re-negotiation, change or any combination thereof, and such written notice shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of a desire to terminate. In the event of the notice above referred to, the parties shall begin to hold negotiation meetings no later than forty five (45) days prior to the termination date.

IN WITNESS whereof, the parties have set their hands this
22nd day of JULY, 1996.

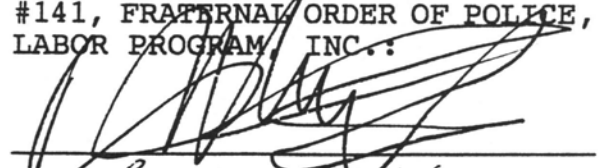
FOR THE CITY:

Patrick M. Luce

Russell W. Whipple

Dated: 7-22-96

CAPITOL CITY LODGE
#141, FRATERNAL ORDER OF POLICE,
LABOR PROGRAM, INC.:



Lynn D. Mark

Dated: 7-22-96

APPENDIX B

WAGES

Section 1. Listed below are the classifications and annual salaries which are covered by this Agreement and the step increases agreed to by the parties:

CLASSIFICATION: Effective the first full payroll period after July 1, 1995:

<u>Patrolman</u>	<u>Base</u>	<u>2%</u>	<u>4%</u>
0 to sworn	\$22,997.36	\$23,457.31	\$23,917.25
Sworn to 1 year	\$24,496.80	\$24,986.74	\$25,476.67
1 year to 2 years	\$25,496.23	\$26,006.15	\$26,516.08
2 years to 3 years	\$27,495.68	\$28,045.59	\$28,595.51
3 years to 4 years	\$28,746.72	\$29,321.65	\$29,896.59
4 years to 5 years	\$30,246.17	\$30,851.09	\$31,456.02

<u>Corporal</u>	<u>Base</u>	<u>2%</u>	<u>4%</u>
0 to sworn	\$25,418.71	\$25,927.08	\$26,435.46
Sworn to 1 year	\$27,997.02	\$28,556.96	\$29,116.90
1 year to 2 years	\$28,997.39	\$29,577.34	\$30,157.29
2 years to 3 years	\$30,246.17	\$30,851.09	\$31,456.02
3 years to 4 years	\$31,497.22	\$32,127.16	\$32,757.11
4 years to 5 years	\$32,746.00	\$33,400.92	\$34,055.84

Effective the first full payroll period after July 1, 1996:

<u>Patrolman</u>	<u>Base</u>	<u>2%</u>	<u>4%</u>
0 to sworn	\$23,733.28	\$24,207.94	\$24,682.61
Sworn to 1 year	\$25,280.70	\$25,786.31	\$26,291.93
1 year to 2 years	\$26,312.11	\$26,838.35	\$27,364.59
2 years to 3 years	\$28,375.54	\$28,943.05	\$29,510.56
3 years to 4 years	\$29,666.62	\$30,259.95	\$30,853.28
4 years to 5 years	\$31,214.05	\$31,838.33	\$32,462.61

<u>Corporal</u>	<u>Base</u>	<u>2%</u>	<u>4%</u>
0 to sworn	\$26,232.11	\$26,756.75	\$27,281.39
Sworn to 1 year	\$28,892.92	\$29,470.78	\$30,048.64
1 year to 2 years	\$29,925.31	\$30,523.81	\$31,122.32
2 years to 3 years	\$31,214.05	\$31,838.33	\$32,462.61
3 years to 4 years	\$32,505.13	\$33,155.23	\$33,805.34
4 years to 5 years	\$33,793.87	\$34,469.75	\$35,145.63

Effective the first full payroll period
after July 1, 1997:

<u>Patrolman</u>	<u>Base</u>	<u>2%</u>	<u>4%</u>
0 to sworn	\$24,492.74	\$24,982.60	\$25,472.45
Sworn to 1 year	\$26,089.68	\$26,611.47	\$27,133.27
1 year to 2 years	\$27,154.10	\$27,697.18	\$28,240.26
2 years to 3 years	\$29,283.56	\$29,869.23	\$30,454.90
3 years to 4 years	\$30,615.95	\$31,228.27	\$31,840.58
4 years to 5 years	\$32,212.90	\$32,857.15	\$33,501.41
<u>Corporal</u>	<u>Base</u>	<u>2%</u>	<u>4%</u>
0 to sworn	\$27,071.54	\$27,612.97	\$28,154.40
Sworn to 1 year	\$29,817.50	\$30,413.85	\$31,010.20
1 year to 2 years	\$30,882.92	\$31,500.57	\$32,118.23
2 years to 3 years	\$32,212.90	\$32,857.15	\$33,501.41
3 years to 4 years	\$33,545.30	\$34,216.20	\$34,887.11
4 years to 5 years	\$34,875.28	\$35,572.78	\$36,270.29

COLLEGE: The City agrees to increase the applicable base pay of members of the bargaining unit by two percent (2%) upon successful completion of the accredited associate degree in Law Enforcement or Criminal Justice Police Administration, and four percent (4%) upon the successful completion of an accredited bachelor degree in Law Enforcement or Criminal Justice Police Administration.

68914-001

APPENDIX "C"

BENEFITS	7-1-90/6-30-93 FOP/MASON CONTRACT	
	BCBSM CURRENT PLAN	BCBSM "NEW" PLAN
INPATIENT HOSPITAL CARE		
General conditions semi-private, meals, equipment, supplies, etc.	Covered 120 days, 60 day renewal under basic benefits. Additional days under Master Medical with no deductible or copays.	Covered 120 days, 60 day renewal under basic benefits. Additional days under Master Medical with no deductible or copays.
Pulmonary TB	30 days, 60 days renewal	30 days, 60 days renewal
OUTPATIENT HOSPITAL CARE		
Emergency Room	Covered	Covered
Accidental Injury and Medical Emergency	Covered	Covered
Physical Therapy	Covered up to 60 consecutive days per condition, additional benefits under Master Medical subject to deductible and 10% copay	Covered up to 60 consecutive days per condition, additional benefits under Master Medical subject to deductible and 10% copay
SPECIALTY HOSPITAL FACILITY PROGRAMS		
Home Health Care	3 visits for each unused hospital day under basic benefits	3 visits for each unused hospital day under basic benefits
Selected Human Organ Transplant	Covered in approved facilities subject to 9 month pre-existing waiting period for new hires. No deductible or copay	Covered in approved facilities subject to 9 month pre-existing waiting period for new hires. No deductible or copay
Organ Transplant	Covered up to lifetime maximum; contact BCBSM for current dollar maximum. No deductible or copay.	Covered up to lifetime maximum; contact BCBSM for current dollar maximum. No deductible or copay.
MENTAL HEALTH AND SUBSTANCE ABUSE CARE		
Outpatient Psychiatric Care	30 days covered in full under basic benefits. Additional days covered under Master Medical subject to deductible and 25% copay up to lifetime maximums.	30 days covered in full under basic benefits. Additional days covered under Master Medical subject to deductible and 25% copay up to lifetime maximums.
Outpatient and Hospital-Based Residential Substance Abuse Care	30 days covered in full; 60 day renewal	30 days covered in full; 60 day renewal
Outpatient and Non-Hospital Based Residential Substance Abuse Care	Covered in full up to annual state mandated maximum. (1994 - \$2,631)	Covered in full up to annual state mandated maximum. (1994 - \$2,631)
Outpatient Psychiatric Care	Covered under Master Medical subject to deductible and 25% copay up to annual and lifetime maximums.	Covered under Master Medical subject to deductible and 25% copay up to annual and lifetime maximums.
OBSTETRIC/SURGICAL CARE		
Cesarean Section	Covered	Covered
Obstetrical Anesthesia	Covered	Covered
Maternity: Delivery Only	Covered	Covered
Pre and Post-Natal Care	Covered subject to deductible and 10% copay	Covered subject to deductible and 10% copay
Pre-natal Medical Visits	Covered unlimited visits.	Covered unlimited visits.
Post-natal Medical Visits	Covered	Covered

BENEFITS	7-1-90/6-30-93 FOP/MASON CONTRACT		7-1-93/6-30-95 FOP/MASON CONTRACT	
	BCBSM "OLD" PLAN		BCBSM "NEW" PLAN	
MEDICAL/SURGICAL CARE continued				
Individual Case Management	Covered		Covered	
Emergency Care (Physician)	Covered up to \$15 for accident/medical emergency: MM subject to deductible and copay		Covered up to \$15 for accident/medical emergency: MM subject to deductible and copay	
Laboratory/Pathology Outpatient	Covered subject to a \$5 or 10% copay whichever is greater, per test		Covered subject to a \$5 or 10% copay whichever is greater, per test.	
Routine Pap Smears	Not Covered		Not Covered	
Voluntary Sterilization	Not Covered		Not Covered	
Diagnostic and Therapeutic Radiology	Covered: Subject to \$5/10% copay per test		Covered: Subject to \$5/10% copay per test	
Diagnostic Services EKG, EEG, MRI	Covered: Subject to \$5/10% copay per test		Covered: Subject to \$5/10% copay per test	
Office Visits: Non-Routine	Covered subject to deductible and 10% copay		Covered subject to deductible and 10% copay	
Office Visits: Routine, Annual Physicals	Not Covered		Not Covered	
Allergy Testing/Therapy	Covered subject to deductible and 10% copay		Covered subject to deductible and 10% copay	
Well Baby Care	Not Covered		Not Covered	
Immunizations	Not Covered		Not Covered	
Ambulance	Covered subject to deductible and 10% copay		Covered subject to deductible and 10% copay	
Prosthetics/Orthotics	Covered subject to deductible and 10% copay		Covered subject to deductible and 10% copay	
Private Duty Nursing: Hospital or Home	Covered subject to deductible and 25% copay		Covered subject to deductible and 25% copay	
Skilled Nursing Facility	Not Covered		Not Covered	
Prescription Drugs	\$3 copay per prescription		\$10 copay per prescription	
Routine Mammogram	Not Covered		Not Covered	

BENEFITS	7-1-90/6-30-93 FOP/MASON CONTRACT 7-1-93/6-30-95 FOP/MASON CONTRACT	
	BCBSM "OLD" PLAN	BCBSM "NEW" PLAN
DEDUCTIBLES, COPAYMENTS, BENEFIT LIMITS		
	<p>Basic: No deductible; copayment; \$1 million maximum per covered specified human organ transplant.</p> <p>Master Medical: Deductible: \$50 per person, \$100 family per calendar year</p> <p>Copayments: 10% general services (out-of-pocket maximum, \$1,000 per calendar year); 25% mental health care and private duty nursing</p> <p>Maximums: \$1 million per member</p> <p>All Psychiatric Care: \$15,000 per member per year, \$30,000 per member lifetime</p> <p>Outpatient: \$2,000 per member per year; \$5,000 per member lifetime</p> <p>Participating Hospitals: 100% of covered benefits less applicable deductible and/or copays</p> <p>Non-Participating Hospitals: Inpatient care in acute-care hospitals \$70 a day, less applicable deductible and/or copays</p> <p>Inpatient Care in Other Hospitals: \$15 a day, less applicable copays</p> <p>Medical/Surgical Care: 100% of BCBSM's reasonable charge, less applicable copays and deductibles.</p>	<p>Basic: No deductible; copayment; \$1 million maximum per covered specified human organ transplant.</p> <p>Master Medical: Deductible: \$100 per person, \$200 family per calendar year</p> <p>Copayments: 10% general services (out-of-pocket maximum, \$1,000 per calendar year); 25% mental health care and private duty nursing</p> <p>Maximums: \$1 million per member</p> <p>All Psychiatric Care: \$15,000 per member per year, \$30,000 per member lifetime</p> <p>Outpatient: \$2,000 per member per year; \$5,000 per member lifetime</p> <p>Participating Hospitals: 100% of covered benefits less applicable deductible and/or copays</p> <p>Non-Participating Hospitals: Inpatient care in acute-care hospitals \$70 a day, less applicable deductible and/or copays</p> <p>Inpatient Care in Other Hospitals: \$15 a day, less applicable copays</p> <p>Medical/Surgical Care: 100% of BCBSM's reasonable charge, less applicable copays and deductibles.</p>

THIS IS NOT A CONTRACT. IT IS A BRIEF OUTLINE OF BENEFITS. EVERY EFFORT HAS BEEN MADE TO ENSURE THE ACCURACY OF THE BENEFITS DESCRIBED. HOWEVER, IF STATEMENTS IN THIS DESCRIPTION DIFFER FROM THE APPLICABLE BLUE CROSS AND BLUE SHIELD OF MICHIGAN CONTRACTS, CERTIFICATES AND RIDERS, THEN THE TERMS AND CONDITIONS OF THOSE CONTRACTS, CERTIFICATES AND RIDERS WILL PREVAIL.