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CONTRACT
CITY OF ROSEVILLE
AND
ROSEVILLE POLICE
SERGEANTS, LIEUTENANTS, AND DEPUTY CHIEFS
ASSOCIATION

Roseville, City of

Effective July 1, 1998 - June 30, 2001

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ARTICLE I
AGREEMENT

1.1: This Agreement entered into between the City of Roseville, a Michigan Municipal Corporation (hereinafter referred to as the "Employer" or the "City"); and the Roseville Police Sergeants, Lieutenants, and Deputy Chiefs Association, an organization existing under the laws of the State of Michigan (hereinafter referred to as the "Association").

ARTICLE II
PURPOSE AND INTENT

2.1: The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful collective bargaining relations for the mutual interest of the City of Roseville in its capacity as an Employer, the employees, the members, the Association and the people of the City of Roseville.

2.2: The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing proper services to the community.

2.3: To these ends, it is mutually agreed that communication of views and ideas on police matters, the orderly resolution of grievances as well as the promotion of efficiency and discipline is essential to the well being of the department.

ARTICLE III
DEFINITIONS

- 3.1: A. "Association" means Roseville Police Sergeants, Lieutenants, and Deputy Chiefs Association.
- B. "Employee" means any person holding the rank of Sergeant, Lieutenant, or Deputy Chief.
- C. "Member" means a person holding the rank of Sergeant, Lieutenant, or Deputy Chief who is a member of the Roseville Sergeants, Lieutenants, and Deputy Chiefs Association.
- D. "Service-Fee Employee" means an employee in the bargaining unit who does not belong to the Association.
- E. "Department" means Roseville Police Department.

Roseville Sergeants, Lieutenants, and Deputy Chiefs Association
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- F. "Employer" means the Roseville Police Department and the City of Roseville.
- G. "Department Executive" means a member holding the rank of Deputy Chief or above.
- H. "Immediate Supervisor" means the immediate supervising officer of the employee.
- I. "Commanding Officer" means the officer officially designated by the Roseville Police Department as the commander of a given unit.
- J. "Reviewing Officer" means the superior officer in charge of the next higher command or level above the commanding officer of the employee originating the grievance.
- K. "Personnel Department" means the City Manager and selected staff of the City of Roseville.
- L. "Grievance" means the claimed violation of any of the provisions of this agreement or any of the rules and regulations promulgated by the City of Roseville and the Chief of Police including Ordinances, applicable to the employees of the Department.
- M. "Delegate" means the agent of the Association at the department, division or bureau level.
- N. "Alternate Delegate" means a member empowered to act in the same capacity as a "delegate" in the absence of such "delegate".
- O. "Grievance Committee" means a committee of not more than three (3) employees designated by the Association to review, screen and adjust grievances presented by Supervisory personnel.
- P. "Service" or "Length of Service" means time spent in rank. Length of service means time on the job.
- Q. "Job Assignment" means the assignment of a member for a specific temporary task by a superior officer.

ARTICLE IV
RECOGNITION OF ASSOCIATION

4.1: Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, the Employer hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, working conditions, and other terms and conditions of employment of all Sergeants, Lieutenants, and Deputy Chiefs of the employer for the term of this Agreement.

4.2: It shall be the joint concern of the City and the Association that no discrimination will be exercised against any employee because of any individual bias, race, creed, organizational activity, membership of the Association or for any lawful activities therein.

ARTICLE V
AGENCY SHOP

5.1: Any employee who is eligible for membership in the association and who does not make application for membership, or any member of the association who does not wish to continue his membership, shall as a condition of his employment pay to the association an amount equal to the monthly dues and assessments uniformly applied to members of the association as a contribution toward the administration of this Agreement.

5.2: The City, upon receipt of a payroll authorization form signed by a member, shall deduct from that member's wages the amount due to the association and will forward the same to the treasurer of the association once monthly. Said authorization form shall be revocable only upon the giving of written notice to both the City and the Association within thirty (30) days prior to the expiration date of this collective bargaining agreement.

ARTICLE VI
DUES AND SERVICE FEE CHECK OFF

6.1: Dues will be authorized, levied, and certified in accordance with the constitution and bylaws of the association which shall be on file with the City Controller. Each employee and the association hereby authorize the City to rely upon and to honor certifications by the association regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the association dues.

6.2: The Association will protect and save harmless the employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the employer for the purpose of complying with Articles Five and Six of this Agreement.

ARTICLE VII
MANAGEMENT RIGHTS AND RESPONSIBILITIES

7.1: The Association recognizes the prerogatives of the department to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority and the terms and provisions of this Agreement.

7.2: The department has the right to schedule overtime work as required in a manner most advantageous to the department and consistent with requirements of municipal employment and the public safety.

7.3: It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

7.4: The department reserves the right to discipline or suspend for just cause in conformance with the Rules and Regulations of Act 78 of Public Acts of 1935 as amended. The City reserves the right to lay off personnel for lack of work or funds or for the occurrence or conditions beyond the control of the City or when such continuation of work would be wasteful and unproductive. The department shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed.

7.5: No department official or agent of the City shall:

A. Interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining a labor organization, except where permitted by law to avoid a conflict of interest; or

B. Initiate, create, dominate, contribute to or interfere with the formation or administration of any employee organization meeting the requirements of law; or

C. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in a labor organization; or

D. Discriminate against an employee because he has given testimony or taken part in any grievance procedures or other hearings, negotiations, or conferences as a part of the labor organization recognized under the terms of this agreement; or

E. Refuse to meet, negotiate, or confer on proper matters with representatives of the association as set forth in this Agreement.

7.6: It is agreed that the City retains and reserves all rights, powers and authorities given to it under any national, state or local law unless otherwise negotiated in this agreement.

7.7: The association recognizes the responsibilities of its members as a part of management and pledges full support for continuity of employment and supervision during normal or emergency working conditions.

ARTICLE VIII ASSOCIATION RESPONSIBILITIES

8.1: Recognizing the crucial role of law enforcement in the preservation of the public health, safety, and welfare of a free society, the association 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.

8.2: The Association, 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.

8.3: The Association 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 police services.

ARTICLE IX BASIS OF REPRESENTATION

9.1: It is mutually recognized that the principal of proportional representation is a sound basis for determining the number of delegates.

9.2: In each representative unit, supervisors normally shall be represented by one delegate for each division or bureau group who shall be a regular supervisor working in that division or bureau group. One alternate may be selected in each division or bureau group to serve in the absence of the delegate.

9.3: The association will supply to the Chief of Police a schedule of authorized delegates as a part of this Agreement.

9.4: In accordance with the appropriate step of the grievance procedure provided herein; the employer agrees after adequate notification to their supervisor, that the president or vice-president of the association or the delegate of the representative unit where the grievance is involved, or the three grievance committee members or a combination thereof as specified in the grievance procedure, may during their working hours, without loss of pay, investigate and present grievances, all in accordance with their proper place in the grievance procedure. Arrangements for their release from their job will be made by their supervisor. Special arrangements for attendance at Executive Board meetings will be made by the Chief of Police or his designated representative. This privilege shall not be abused, or interfere with vital police service or proper supervision of subordinates.

9.5: Association officers and delegates may be permitted to discuss association business with members during their duty hours, provided such discussions shall not interfere with the performance of such member's duties.

9.6: A copy of each special order, general order, notation or training bulletin shall be made available to the association through the department mails.

9.7: The association shall be notified in advance of anticipated major changes in working conditions affecting supervisors, and conferences in good faith shall be held thereon before they are placed in effect. Emergency situations shall be excluded from these provisions.

ARTICLE X SPECIAL CONFERENCES

10.1: Special conferences for important matters will be arranged between the association president and the Police Chief, or his designated representative upon the request of either party.

10.2: Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda.

10.3: Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m., unless both parties mutually agree to a different time. The members of the association shall not lose time or pay for time spent in such special conferences.

ARTICLE XI
GRIEVANCE PROCEDURE

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

11.2: Immediate Supervisors, commanding officers and reviewing officers shall consider promptly all grievances presented to them and, within the scope of their authority, take such timely action as is required.

11.3: Notwithstanding any other provisions herein, individual members may present their own grievances to the employer and have them adjusted without the intervention of the division or bureau delegate or association officers, provided, however, that the employer has given the delegate or association officers notice and an opportunity to be present at such adjustment. In no event shall any such adjustment be contrary to or inconsistent with the terms of any agreement between the employer and the Association.

11.4: Grievances affecting a large number of employees may be treated as policy grievances and entered at the third step of the grievance procedure by the association or the City.

11.5: Grievances shall be filed within thirty (30) days of the event, occurrence or knowledge of the facts giving rise to the grievance. Grievances not appealed in writing to the next step within seven (7) calendar days of receipt of the last decision shall be considered settled on the basis of the last decision. All time limits of the grievance procedure may be shortened, extended or eliminated by mutual written agreement.

11.6: Every officer covered by this agreement shall have the right to present grievances in accordance with the following procedure:

Step 1-a Any employee who claims a provision of this agreement has not been applied or interpreted properly may discuss his complaint with his immediate supervisor, with or without the presence of his delegate. The parties shall discuss the complaint in a friendly manner and shall make every effort to reach a satisfactory settlement at this point. The employee shall have the right to discuss the complaint with his division or bureau delegate before any discussion takes place with the Immediate Supervisor. The immediate supervisor shall make arrangements for the employee to be relieved from his supervisory responsibilities for a reasonable period of time in order to discuss the complaint with his division or bureau delegate provided that vital police services are not disrupted.

Step 1-b If the matter is not satisfactorily settled, a grievance may be submitted in written form by the division or bureau delegate to the Immediate Supervisor. The written grievance complained of, the names and signature of the employee or employees involved, so far as diligent efforts will allow, and the provisions of this Agreement, if any, that the grievant claims has been violated. The immediate supervisor's answer shall set forth the facts he took into account in answering the grievance. His written answer shall be presented to the division or bureau delegate within seven (7) calendar days after receipt. Acceptance or rejection of the immediate supervisor's answer will be written on the grievance form by the division or bureau delegate.

Step 2 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 Superintendent of Police who shall reply in writing within seven (7) working days. A meeting between the Superintendent and members of his staff as required and the President and the steward, shall be held to discuss the grievance within the seven (7) working day period.

Step 3 If the alleged grievance remains unresolved seven (7) working days after the action by the Superintendent 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.

ARTICLE XII DISCIPLINARY PROCEDURE

12.1: The division or bureau delegate or association officers shall be notified within a reasonable period of time after any disciplinary action is taken against any employee which may result in official entries being added to his personnel file.

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 13.1 of contract except for appeal time.

12.2: Before any employee shall be required to make any written statement or written reply pertaining to any alleged misconduct on his part, the matter shall first be discussed between the Employee, and his Immediate Supervisor. The employee shall have twenty-four (24) hours after such conference to make the written statement. This shall not apply to the completion of any preliminary complaint report or other routine reports.

12.3: The division or bureau delegate or association officer shall have the right to be present, and if requested by the employee, to represent the employee at all levels of disciplinary proceedings. This shall not include the right to be present during administrative processes in preliminary stages of investigation.

ARTICLE XIII ARBITRATION

13.1: Within thirty (30) days of the completion of Step 3 in Article XI, Section 11.6, any unresolved grievance, not within the jurisdiction of Act 78, may be submitted to arbitration by either the Association 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 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 Board of Arbitrators shall be final and binding upon the City, the Association, 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 XIV SENIORITY

14.1: Job assignment is solely within the purview of management.

14.2: Rules and Regulations of Public Act 78 of 1935 as amended shall be adhered to on dismissals, punishments, promotions and demotions and shall be in full force and effect.

14.3: Seniority shall be determined first by the employee's rank, date of rank, and finally by the employee's length of service in the department as defined in Article III (P).

14.4: Any full-time Officer who enters upon active duty with the Armed Forces of the United States, shall, if such Officer 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 Veteran's Hospital.

14.5: Time spent in Military Service while an Officer is on Military Leave will be counted toward Municipal Service, however, for Military Service to count the Officer 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.

14.6: At any time before the expiration of such Military Leave of Absence the Officer shall have the right to return to his prior position, provided that the position still exists; that the Officer is still qualified for full duty; that the Officer'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 Officer can pass the City's required physical examination.

14.7: Officers who are required to attend Military Reserve encampments may use their vacation periods for same. Whenever a Civil disturbance requires such Reserves who are Police Officers, to active duty, their time shall be considered an excused absence.

14.8: An employee shall forfeit his seniority rights only for the following reasons:

- A. He is reduced in rank, for cause (in grade seniority only).
- B. He resigns.
- C. He is dismissed and is not reinstated.
- D. He is absent without leave for a period of three (3) calendar days or more. (Exceptions to this may be made by the City on the grounds of good cause for failure to report).
- E. He retires on regular service retirement.

14.9: An association officer or delegate or both shall not be transferred out of their division or bureau during their term of office except upon their request or upon the order of the Chief of Police if he determines that the efficiency of the department requires same.

14.10: The claim of any employee that he has been unreasonably or unjustly transferred, reassigned, or denied a supervisory assignment may be subject to the grievance procedure.

14.11: Eligibility list shall be maintained for all positions within the department in accordance with Act 78.

ARTICLE XV OVERTIME

15.1: An officer, 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 officer 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.

15.2: An employee called in for duty for other than his regular eight (8) hour shift but within two (2) hours contiguous to that shift shall be paid one and one-half (1.5) times the regular rate for each hour worked. Should an employee be called in more than two (2) hours before his shift the employee shall receive four (4) hours pay, except for district court, or he shall receive one and one-half (1.5) 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. If the call in for district court is within two (2) hours prior to an employees shift starting he shall be paid per paragraph 15.2. An employee called in for duty for more than two (2) hours prior to 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.

15.3: 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 the time of scheduled appearance. Notwithstanding, any detective receiving the stipend shall not be compensated with stand-by pay when placed on regular, rotating stand-by status. Furthermore, an employee shall not receive stand-by pay in addition to actual call-in pay if said employee is called in while on stand-by.

Emergency Stand-by/Call Back. In case 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 24 hours following the call.

15.4: 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.

15.5: 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.

15.6: 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 Officer should decline to work overtime, then such Officer shall be charged with that overtime as if he had actually worked it. Likewise, if an Officer should be contacted to work overtime on his own crew because of unforeseen circumstances, and the Officer declines to work such overtime, then such overtime will be charged to that Officer as if he had actually worked it.

ARTICLE XVI VACATIONS

16.1: Employees shall make their leave selection in accordance with the established schedule of leave periods, 20 days yearly, 25 days after 13 years.

16.2: Leave selections shall be based on seniority, consistent with the efficient operation of the division or bureau.

16.3: The criteria for selections of leaves shall first be rank, then time in rank, and in cases where these factors are equal, by department seniority, consistent with the efficient operation of the division or bureau.

16.4: 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.

16.5: 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 division.

16.6: Upon separation from the service an officer shall be paid for his earned vacation. In the event of an Officer's death, his heirs or his estate, shall receive his vacation pay. The maximum vacation paid at separation except for death is thirty (30) days.

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

16.8: Officers may carry vacation days from one year to the next, however, the selection of this vacation shall not interfere with normal vacation choices of the other officers. Total accumulation of vacation on January 1st, of any year, shall not exceed thirty (30) days. Effective July 1, 1984 it is mandatory that the employees use all of their vacation each year except the days they are allowed to carry over. Exception to this - if an employee has an extended injury or illness of more than ten (10) days in the last two (2) months of the year that employee will be allowed to carry over ten (10) days for a total bank of thirty-five (35) days.

16.9: Whenever during vacation of an employee, illness or death within the family occur and meet emergency leave procedures, the same will be granted with proper notification.

16.10: Payment will be made on total amount of vacation earned upon death only.

16.11: Upon separation from service for retirement only, a bargaining unit member shall be paid up to 45 days vacation time, but the employee vacation bank shall not exceed 30 days as of 1-1-xx of any calendar year.

ARTICLE XVII PERSONAL LEAVE

17.1: Each officer, 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 or Superintendent of

Police 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 fiscal year any unused days shall be placed in the vacation bank. Compensation cannot be earned for unused personal days.

Further, at time of any separation from City, payment will not be made for any unused personal leave days. It should also be noted that personal leave days are advanced on July 1 of each contract year and should an officer leave prior to June 30 of a contract year, days will be prorated and adjusted from vacation accumulation.

ARTICLE XVIII HOLIDAYS

18.1: Each officer shall receive payment for twelve (12) Holidays at his regular rate of pay each year after he has completed six (6) months of service. They are as follows:

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

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

ARTICLE XIX LONGEVITY PAYMENTS

19.1: Each Officer 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. |
| 11th year - 4% of Gross Wage. |
| 16th year - 6% of Gross Wage. |
| 21st year - 8% of Gross Wage. |
| 26th year - 10% of Gross Wage. |

19.2: 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 shall be paid according to the following schedule which shall take effect July 1, 1984 and shall not effect any member who would have been entitled to eight (8%) percent or ten (10%) longevity on and before July 1, 1984.

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

Any bargaining unit member who presently is entitled to eight (8%) percent or ten (10%) percent longevity shall be frozen at those percentages.

ARTICLE XX
WORKING OUT OF RANK

20.1: No temporary position shall be made for more than sixty (60) days and successive appointment shall not be made unless agreed upon by both management and union. Officers shall be paid the higher rate upon appointment. These appointments shall be made by seniority on shift or bureau. Officers working out of rank shall receive the higher pay without the appointment starting with the sixth (6) day. This does not include replacement during vacation.

ARTICLE XXI
SHIFT DIFFERENTIAL PAY

21.1: Shift differential shall be paid as follows:

	<u>Afternoon Shift</u>	<u>Split Shift</u>	<u>Midnight Shift</u>
Sergeant	1.19	1.79	2.39
Lieutenant	1.51	1.97	2.63

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 p.m. or after. An officer who works beyond a regular tour of duty and who works 4 hours or less shall receive the same pay differential that he receives for his regular shift. An Officer who works beyond 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. Officers called in to work less than an 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 p.m. Afternoon Differential

Shift Differential pay will be computed and paid each

21.2: Shift Preparation Time: The command officer in charge of a shift on any given day, shall report for duty fifteen (15) minutes prior to the beginning of that shift in order to prepare the shift for duty. If for some reason he is personally unable to do so, he shall arrange for one of the other command officers on duty on that shift to fulfill that responsibility. Whichever command officer fulfills this duty shall be compensated with twenty (20) minutes of compensatory time. This time shall be accumulative, and may be taken off in increments of four (4) or eight (8) hours, with prior approval of the shift Lieutenant, or in the case of the shift Lieutenant, the Deputy Chief or Chief of Police. Total accumulation of compensatory time shall not at any time exceed sixty (60) hours.

Use of Shift Prep Time may be applied for following the same procedures set for request and use of vacation time.

All Shift Prep Time shall be used prior to voluntary retirement and the burden is on the employee to request use of said time before said retirement. The City shall cooperate with said employee to afford the opportunity to use Shift Prep time.

In the event of involuntary retirement (death or disability) or termination of employment, unused Shift Prep time shall be paid in full to said employee, but said amount shall not be included in said employees Final Average Compensation.

ARTICLE XXII SICK LEAVE

22.1: Whenever an employee is unable to report to work due to illness, the necessary time off will be granted upon request to the Department Head. This must be done one (1) hour prior to reporting for duty.

22.2: The sick leave policy covers an employee up to one 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 the Personnel Director. 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 his immediate family, (Immediate family shall be defined as Employee, spouse of Employee and 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.

22.3: Enforcement. Whenever an employee is unable to report to work due to illness, they must notify their Supervisor or personnel officer. On the second 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.

22.4: Officers 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.

ARTICLE XXIII FUNERAL LEAVE

23.1: In the event of a death in an Employees 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.

23.2: Immediate family shall be defined as Spouse, Children, Mother or Father, Sister or Brother, Grandmother, Grandfather, Grandchildren, of Officer or Spouse.

23.3: 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 XXIV
COMPENSATORY TIME

24.1: Detective Bureau or Intelligence Procedures which require unusual working hours will be under the direct supervision and prerogative of the executive branch of the police department as to the accumulation of compensable time. In no case may the accumulation of compensable time exceed sixty (60) hours. The use of compensable time earned will be distributed by the executive branch of the department in the most equitable manner consistent with reasonable Police Department practices. Compensable time will be worked only with the mutual agreement of the member and the executive branch of the Police Department.

24.2:

- A. Compensatory time (excluding Shift Prep time) shall not be accumulated beyond sixty (60) hours.
- B. Use of compensatory time may be applied for following the same procedures set for request and use of vacation time.
- C. All compensatory time shall be used prior to voluntary retirement and the burden is on the employee to request use of said time before said retirement. The City shall cooperate with said employee to afford the opportunity to use compensatory time.
- D. In the event of involuntary retirement (death or disability) or termination of employment, unused compensatory time shall be paid in full to said employee, but said amount shall not be included in said employees Final Average Compensation.

ARTICLE XXV
OCCUPATIONAL INJURIES

25.1: All officers 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 law, the City shall pay an additional sum not to exceed the difference between eighty (80%) percent 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.

25.2: All Officers returning to work after injuries shall be capable of performing their full duties as a Police Officer and must have written medical authorization substantiating the same.

In the event an "occupationally injured" officer is authorized by the City's (Worker's Compensation) physician within ten (10) days of the injury to return to work at less than full capacity, or the officer's physician ten (10) days after the injury, a statement of limitations shall be submitted and upon agreement of the City's physician the officer shall be returned with light duty status. In the event of a disagreement of the limitations, a "third" party (agreed to by both parties) physician's opinion will be binding on both parties.

1. Light duty means an assignment that complies with the officer's physical limitations and does not place the officer in further jeopardy of injury or illness.
2. Assignments consistent with light duty will dictate the officers shift or uniform.
3. Where applicable and minimum staffing applies, no officer assigned light duty will replace another officer or be counted in minimums for staffing purposes.

Light duty assignments will only be considered when the Employer's physician and Employee's physician certify 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 physicians.

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 Employee's physician determine that the injury prohibits further light duty.
3. The Employer's physician and Employee's physician determine that the injury has progressed to permanent status.
4. After one (1) year of light duty assignment unless the Employer's physician and Employee's physician render an opinion that recovery for full duty assignment is probable within the next six months.

25.3: The Chief of Police will allow, for each specific incident where an officer who is off duty and acts in an official capacity on behalf of the City, that the officer's time be paid under call-out procedure (four (4) hours or time and one-half, whichever is greater). Injury occurring during such action would be subject to Worker's Compensation coverage as though the Officer were on regular assignment.

ARTICLE XXVI LEAVES OF ABSENCE

26.1 The City Manager may grant Officers 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 officer. Permission for such leave shall be set forth in writing and signed by the Superintendent of Police and a copy of same shall be filed with the Personnel Department. Upon expiration of a regularly approved leave without pay, the Officer shall be reinstated in the position held at the time the leave was granted. Failure on the part of the Officer 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. The officer shall not lose seniority he had attained prior to his leave.

ARTICLE XXVII CLOTHING AND CLEANING ALLOWANCE

27.1: Reimbursement for clothing and cleaning allowance will be \$900.00 per year. Payment will be made during the month of July in advance for the contract year.

ARTICLE XXVIII
INSURANCE

28.1: Hospitalization Insurance. Each officer 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 officer and his dependents. See schedule attached to this contract. The Major Medical deductible per individual is \$100, and \$200 for a family. Effective January 1, 1999, the Prescription Drug Plan (PDP) will be a \$5.00 co-pay with generic Mac B, \$10.00 for non-generic prescription drugs and the co-pay for office visits for PPOM will be \$15.00.

28.2: Life Insurance. The City shall provide each officer with a life insurance policy in an amount of not less than \$25,000. The City will further provide upon Retirement life insurance in the amount of \$10,000, at a cost to the City not to exceed \$4.20 per month per man. Any increase in rates to the City due to providing this coverage to the Retirees, shall be paid in total by the retirees.

28.3: Other Insurance. Other insurance provided for all officers of the department for which the city will bear the entire cost is as follows:

- A. Accidental Death and Dismemberment \$25,000.
- B. 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, \$1000 Lifetime Maximum	50% - Lifetime Maximum \$1000
Total year benefits	\$600 per person covered	\$600 per person covered

Effective January 1, 1999 the Orthodontic benefit will increase to \$1,500.00 per person covered, not to be included in the annual cap. Also, effective January 1, 1999, the annual cap will increase \$100.00 per year for each year of the contract to a maximum of \$900.00.

- C. **Optical Insurance.** The City will pay a maximum \$300 per calendar year for any optical use performed by a licensed doctor for examinations, corrective prescription glasses or contact lenses. For total family. No accumulations. Increase cap \$25.00 per contract year, effective 1-1-99, to a maximum of \$375.00.

28.4: Health and Optical Insurance for Retirees

A. Employees hired before July 1, 1991, and their eligible dependents, and all disability retirees and their eligible dependents, shall be granted upon retirement health and optical insurance benefits and co-pays, the same as those in effect at the time of their retirement, at no cost to the retiree, with no adjustments ever.

B. Employees hired after July 1, 1991, and their eligible dependents shall be granted upon retirement the same health and optical insurance benefits in effect at the time of their retirement at the rate of 4% per year of service. Example: An employee retiring after 15 years of service would receive (15 x 4%) 60% of his health insurance 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 his monthly retirement benefits.

Any employee who leaves the employment of the City and defers pension benefits shall not be eligible for health and optical insurance benefits.

The City Plan shall be secondary if the retiree has coverage from a 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.

ARTICLE XXIX
TRAINING AND EDUCATION

29.1: The City and the Association recognize the need for the continued training and education of Members of the Police Department. So that a high degree of efficiency and professionalism can be attained by the Police Department, such training and education is to be encouraged.

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

29.3: 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 section 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 Degree.

D. Reimbursement shall be made only for course work completed at accredited colleges or university.

E. Reimbursement shall be 100% per participant for credit courses. However, there shall be 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:

100% reimbursement for courses completed with "B" or better numerical equivalent.

75% reimbursement for courses completed with "C" or numerical equivalent.

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 100% reimbursement.

H. 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:

Certificate	\$225.00
Associate Degree	\$425.00
Bachelor Degree	\$625.00

29.4: The City will make payment on an annual basis and payment will be based on degree held by the first day of July of each year. Payment will be made only if the officer notifies the City of the degree held prior to the first day of July.

ARTICLE XXX
GENERAL CONDITIONS

30.1: The department will furnish for the use of the association, where physical conditions permit, space for a clip-type information board or folder. The information board shall be used for, but not necessarily limited to the following type notices:

- A. Recreational and social affairs of the association.
- B. Association meetings.
- C. Association elections.
- D. Proposed changes in the Constitution and Bylaws.
- E. Information regarding other departments or associations.
- F. Reports of the association.
- G. Any vacancies in supervisory positions coming to the attention of the association.
- H. Notices and announcements shall not contain anything political, libelous or scurrilous in nature, or detrimental to the association/management relationship.

30.2: The Association 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 XXXI
ADOPTION BY REFERENCE OF RELEVANT
CHARTER PROVISIONS, ORDINANCES AND RESOLUTIONS

31.1: The parties 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 supervisory personnel covered by this agreement are incorporated herein by reference and made a part hereof to the same extent as if they were specifically set forth.

ARTICLE XXXII
WAGES

The wage differential between Sergeant and Police Officer will be 18%
The wage differential between Sergeant and Lieutenant will be 10%
The wage differential between Lieutenant and Deputy Chief will be 10%

	7-1-97	7-1-98	7-1-99	7-1-00
Sergeant				
Upon promotion - 92%	49,176	50,651	52,170	53,474
Six months - 96%	51,314	52,853	54,439	55,799
One Year	53,452	55,055	56,707	58,124
Lieutenant				
Start - 95%	56,125	57,533	59,259	60,739
3 months - 98%	57,461	59,350	61,130	62,657
6 months	58,797	60,561	62,378	63,936
Deputy Chief				
Start - 95%	61,737	63,286	65,185	66,814
3 months - 98%	63,207	65,285	67,244	68,923
6 months	64,677	66,617	68,616	70,330

32.2 Effective with the signing of this contract, the Lieutenant and two Sergeants assigned to the Detective 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 on a 24 hour basis. Payable on or before August 15th for the preceding contract year.

ARTICLE XXIII
LATERAL TRANSFER OF MEMBERS

33.1: No transfer of members shall be made to other divisions within the Department on a permanent basis, unless such transferrable position has been placed on the association bulletin board for a period of fourteen (14) days prior to the filling of any such position.

33.2: Any member desiring to transfer to any such position must before the end of the fourteenth (14th) day, file a written request with the Chief of Police, requesting consideration in the filling of that position.

33.3: The filling of such position shall be made by seniority, provided that other qualifications are equal, as determined by the Chief of Police.

33.4: The association will have the opportunity to select a committee to meet with the Chief of Police for the purpose of making recommendations and suggestions for the lateral movements.

33.5: Any member denied transfer, as outlined in the foregoing sections, shall have a right to appeal through the grievance procedure.

33.6: Temporary transfer to any position shall not exceed thirty (30) days, nor shall successive temporary transfers be made to the same position.

ARTICLE XXXIV MISCELLANEOUS

34.1: Maintenance of Conditions: Wages, hours and conditions of employment legally in effect at the execution of this agreement shall be maintained during the term of this agreement. No employee shall suffer reduction of such benefit as a consequence of the execution of this agreement.

34.2: Extent of Agreement: 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 understanding 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 Association for the life of this agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this agreement, unless otherwise provided for herein.

34.3: Severability Clause: If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXXV
RETIREMENT

A. DEFINITIONS OF FAC

35.1: Section 15.2 (7) Definitions

"Final 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 lieutenants, sergeants, and deputy chiefs accumulated vacation pay and other lump sum payments made at time of retirement or separation when deferred retirement is requested will not be added when computing final average compensation.

35.2: Section 15.2 (11) Definitions

Final Average Compensation (FAC) for bargaining unit members shall be the average of the highest three (3) years earnings out of the last ten (10) years of service. A year is defined as any four (4) consecutive quarters.

35.3: Section 15.2 (12) Definitions

"Final Compensation" means a member's annual rate of compensation at the time he last terminates his employment with the city; for police lieutenants, sergeants, and deputy chiefs final compensation will not include lump sum payments for vacation accumulation.

B. DEFINITIONS OF VOLUNTARY RETIREMENT

35.4: Section 15.2 (28)

Voluntary retirement age (I) for police members shall be age fifty years with twenty or more years of credited service or age fifty-five years with ten or more years of credited service.

35.6: Section 15.14 - Voluntary Retirement.

A police member 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, not less than thirty days nor more than ninety days subsequent to the execution and filing thereof, he desires to be retired. Upon his retirement, a police member shall receive a retirement allowance provided for in Section 15.17.

35.10 -A member with twenty (20) 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.

35.5: Section 15.12 (b) DELETE - section has sunset

JOB INJURY RETIREMENT

35.7: Section 15.21 c - The beneficiary shall receive a pension which when added to the beneficiary's weekly worker's compensation converted to an annual basis equals fifty percent of the member's annual wage at the time of death or 50% of the wage of a 4-year, whichever is greater. The beneficiary's pension shall continue until remarriage or death.

35.8: Section 15.25 (b) - 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 years, whichever occurs first, a police member who retired or retires as a result of a job injury 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 percent of his annual wage.

CONTRIBUTION RATE

35.9: Section 15.29 (b)

A police member's contributions to the retirement system shall be seven percent (7%) of his compensation paid him by the city.

MULTIPLIER

35.10: The multiplier shall be 2.8% for the first twenty-five (25) years, 1.5% for the next four (4) years to twenty-nine (29) years service and 1% for each year after twenty-nine (29) years service up to a maximum of seventy-five percent (75%).

35.11 - A 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 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 Benefit 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 other option elections

35.12: 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.

35.13: Employer Pick-up.

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 July 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.

Roseville Sergeants, Lieutenants, and Deputy Chiefs Association
Effective July 1, 1998 through June 30, 2001

- 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 XXXVI
RESIDENCY

36.1: 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 XXXVII
ZIPPER CLAUSE

37.1: 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.

ARTICLE XXXVIII
DURATION

38.1: This Agreement is effective July 1, 1998, and shall remain in full force and effect until midnight June 30, 2001, and thereafter until amended or modified as provided.

38.2: Either party may, between March 15, 2001, and April 15, 2001, or any subsequent like period, serve notice upon the other party of its desire to amend or terminate this Agreement. In such event, the parties shall commence negotiations immediately after April 15, 2001, or any subsequent like period, on such proposed amendments for a succeeding contract.

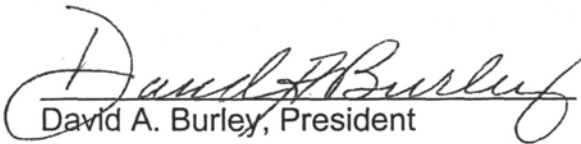
ARTICLE XXXIX
RECOGNITION OF RIGHTS

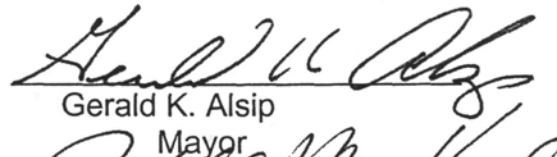
39.1: Both employer and employees recognize the others rights and responsibilities under both Federal and State Law and agree that same shall supersede any provision to the contrary in this agreement unless said law reserves to the parties hereto the right to negotiate said rights and responsibilities hereunder.

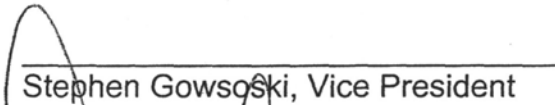
IN WITNESS WHEREOF, the parties hereto have affixed their signatures below this 16th Day of December, 1998.

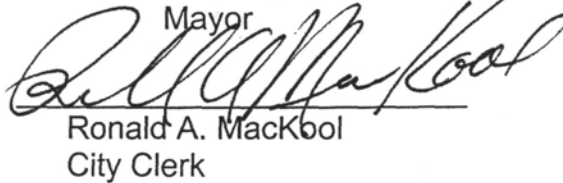
ROSEVILLE SERGEANTS,
LIEUTENANTS, AND DEPUTY
CHIEFS ASSOCIATION

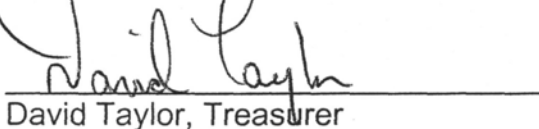
CITY OF ROSEVILLE

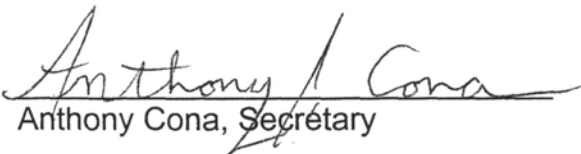

David A. Burley, President


Gerald K. Alsip
Mayor


Stephen Gowsofski, Vice President


Ronald A. MacKool
City Clerk


David Taylor, Treasurer


Anthony Cona, Secretary