

12/31/92

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

*Saginaw, City of*

AGREEMENT BETWEEN  
CITY OF SAGINAW

and the

FRATERNAL ORDER OF POLICE  
STATE LODGE OF MICHIGAN LABOR COUNCIL  
SAGINAW LODGE NO. 105  
SAGINAW POLICE DEPARTMENT COMMAND OFFICERS DIVISION

( 1/1/90 - 12/31/92 )

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AGREEMENT

This agreement entered into on the 1st day of January, 1990, between the City of Saginaw, a Michigan municipal corporation (hereinafter referred to as the "Employer" or the "City"), and the Fraternal Order of Police, State Lodge of Michigan Labor Council, Saginaw Lodge No. 105, Saginaw Police Department Command Officers Division (hereinafter referred to as the "Union").

ARTICLE 1  
PURPOSE AND INTENT

WHEREAS, the general purpose of the agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the City of Saginaw in its capacity as an employer, the employees, and the Union, and the people of the City of Saginaw, and

WHEREAS, the parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community, and

WHEREAS, to these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees, and

WHEREAS, it is agreed by the City and the Union that the City is obligated to provide equal opportunity, consideration and treatment of all members of the Union in all phases of the employment process; to this end, basic rights and equities of employees are established through the City Charter, Ordinances, and Resolutions of the City Council, and Rules and Regulations of the Civil Service Commission, and

WHEREAS, it is further intended that this agreement and its supplements shall be an implementation of the provisions of Act 379 of the Public Acts of Michigan of 1965, as amended, and the provisions of Act 78 of the Public Acts of Michigan of 1935, as amended.

ARTICLE 2  
MANAGEMENT RIGHTS

It is recognized by the parties that, except as specifically limited or abrogated by the terms and provisions of this agreement, all rights to manage, direct, and supervise the operations of the City shall be solely and exclusively the rights and responsibility of the City. Such rights and responsibilities to the City are hereby recognized, including but not limited to the following:

All rights involving public policy, the right to decide the number and location of stations, and the maintenance and repair thereof, and the right to assign personnel to the various stations, together with the selection, procurement, designing, engineering, and control of equipment and materials.

To subcontract or purchase any or all of the construction of new facilities or the improvement of existing facilities.

To determine the size of the work force and increase or decrease its size, subject to the provisions of the agreement.

To hire, assign, and layoff employees in accordance with the terms of the agreement.

To permit other personnel, not included in the bargaining unit, to perform bargaining unit work when an immediate and unforeseen emergency places demands which exceed the manpower capabilities of the Police Department.

To establish reasonable work schedules subject to the terms of the agreement.

To suspend, discipline, and discharge employees for just cause.

To relieve employees from duty because of lack of work or funds.

The City agrees that it shall exercise these rights in conformity with the terms of the agreement as they pertain thereto.

### ARTICLE 3 RECOGNITION

Section 1. The City of Saginaw, Michigan, recognizes that, under the law, the full-time police officers of the City of Saginaw, Michigan, have the right to bargain collectively with their employer, the City of Saginaw, and that said police officers have the right to be represented by an organization and/or its representatives in connection with collective bargaining as it pertains to wages, hours, rates of pay, and other conditions of employment.

Section 2. The City of Saginaw, Michigan recognizes the Labor Council, Michigan, Fraternal Order of Police, Saginaw Police Department Command Officers Unit, as the exclusive agent for collective bargaining for all full-time police officers above the rank of Patrolman up to and including the rank of Lieutenant, excluding the rank of Assistant Chief of Police and Chief of Police. It will negotiate or bargain only with the authorized representatives, agents, or attorneys of said Union on matters relating to pay, wages, hours, seniority, and other conditions of employment.

Section 3. The City will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any other such group or organization for the purpose of undermining the Union, or which would tend to undermine the efforts of the Union as the sole bargaining agent for policemen as set forth in Section 2 hereof.

### ARTICLE 4 DUES AND DEDUCTIONS

Section 1. Security. To the extent that the laws of the State of Michigan permit, it is hereby agreed:

Upon attaining regular status, every employee covered by this agreement shall, as a condition of employment: (1) become a member of the Union and maintain his/her membership in the Union in good standing in accordance with

the Constitution and By-laws of the Fraternal Order of Police State Labor Council and Saginaw Lodge No. 105; or (2) in the alternative, an employee must tender a registration fee to the Union in such an amount as the Fraternal Order of Police State Labor Council may prescribe (but in no event to exceed the initiation fee required of regular Union members), and shall tender monthly an agency fee as established by the Fraternal Order of Police State Labor Council in an amount not to exceed the amount of monthly dues required of members of the Fraternal Order of Police State Labor Council.

Section 2. Checkoff. The Employer agrees to deduct from the wages of each individual employee in the bargaining unit, who voluntarily becomes a member of Union, dues subject to the following subsections:

- (a) The Union shall obtain from each of its members a completed checkoff authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretations made thereof.
- (b) All checkoff authorization forms shall be filed with the Employer's payroll office who shall return any incomplete or incorrectly completed forms to the Union's treasurer and no checkoff shall be made until such deficiency has been corrected.
- (c) All other employees covered under this agreement shall have deducted from their wages a percentage of the membership dues which sum shall be less than one hundred percent (100%) of said dues and which sum shall accurately represent the amount of said employee due the Union as their fair share of costs attributable to negotiating the terms of this agreement, which sum shall include by way of example, but not by way of limitation, state, national, or other dues or assessments or other amounts for Union activities. The fair share representation fee shall be consistent with applicable federal and/or state laws and subject to that amount which the treasurer of the Union so notifies the employer.
- (d) The Employer shall not enter into any agreement with one or more of the employees defined in the bargaining unit of this agreement or with any other organization which in any way conflicts with the provisions hereof.
- (e) The Union shall provide at least thirty (30) days' written notice to the Employer of the amount of Union dues and/or representation fee to be deducted from the wages of employees as in accordance with this section. Any change in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation.
- (f) The Union shall indemnify and save the City harmless against any and all legal fees, claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the City in fulfilling the obligations imposed on the City under this article.

Section 3. Checkoff Form. The Union shall exclusively use the following checkoff authorization form.

CHECKOFF AUTHORIZATION FORM

FRATERNAL ORDER OF POLICE  
STATE LODGE OF MICHIGAN LABOR COUNCIL  
SAGINAW LODGE NO. 105  
SAGINAW POLICE DEPARTMENT COMMAND OFFICERS DIVISION

I hereby request and authorize you to deduct from wages hereafter earned by me while in the City's employ, my Union dues of \$\_\_\_\_\_ per month or my fair share representation fee of \$\_\_\_\_\_ per month. The amount deducted, shall be paid to the treasurer of the Union according to the agreement reached between the Employer and the Union. This authorization shall remain in effect until, by written notice to the Employer, I request its revocation.

\_\_\_\_\_

Last Name	First Name	Middle Initial
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Date Deduction is to start:

\_\_\_\_\_

Month	Year	Signature
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\_\_\_\_\_

Social Security Number	Address
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\_\_\_\_\_

Date Signed	City	State	Zip
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ARTICLE 5  
UNION RIGHTS

Section 1. All employees and regular members of the Union and the lawful representatives of the Union shall have the right to engage in any lawful concerted action or activities for the purpose of collective bargaining, or for the mutual aid and protection of the Union and its members, and to express or communicate in any lawful view, grievance, complaint or opinion related to any condition of employment, free from any restraint, interference, coercion, discrimination, or reprisal or the threat thereof.

Section 2. The Union shall be permitted to schedule meetings on Police Department property so long as such meetings are not disruptive of the duties of employees of the Police Department or the efficient operation of the Department, and provided further, that prior approval of such meetings is received from the Chief of Police or his designated representative.

Section 3. Members shall be permitted to discuss Union business with other members of the bargaining unit during duty hours, provided such discussion shall not interfere with the performance of the members' duties.

Section 4. New rules and regulations or proposed changes in rules and regulations shall be provided to all bargaining unit employees at least seven (7) days prior to their effective date.

Section 5. Any unresolved complaint as to the reasonableness of any new or existing rule or regulation or any complaint involving discrimination in the application of any new or existing rules and regulations shall be resolved through the grievance procedure.

Section 6. If a work rule is implemented and is grieved, the issue before the Arbitrator shall be whether said rule is reasonable and related to the proper performance of the officer's duties and/or applied in a reasonable manner.

Section 7. If such is the case in Section 4, a work rule intended to respond to an emergency situation as defined by the Employer, the Union will be advised before implementation.

Section 8. Members of the Union shall be afforded reasonable time during regular working hours, without loss of pay, to participate in collective bargaining or negotiations and the processing of grievances, relative to wages, hours of employment, and other working conditions; provided, that they have the prior approval of the Chief of Police or his designated representative.

Section 9. Grievances may be handled by Union grievance committeemen participating in the processing or hearing of any grievance which normally shall not exceed three (3) persons, including the aggrieved employee. Members of the Union grievance committee engaged in processing or hearing of any grievance during their regular scheduled working hours shall be paid for such time lost at their regular rate of pay, but in no event will more than three (3) members of the Union grievance committee be paid for participation in any one session.

Section 10. Collective bargaining by the Union shall be done by a Union bargaining committee, with or without the assistance of authorized agents, representatives, and/or attorneys. The number of the Union members on the Union bargaining committee participating in any negotiating session shall normally not exceed three (3). Members of the Union negotiating committee shall be paid their regular rate of pay for reasonable time lost during their regularly scheduled working hours at their regular rate of pay, but in no event, will more than three (3) members of the negotiating committee be paid for participation in any one negotiation session.

Section 11. Special Meetings. The Employer and the Union agree to meet and confer on matters of clarification of the terms of this agreement upon written request by either party. The written request will be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. The discussion shall be limited to the matters set forth on the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations nor to in any way modify, add to, or detract from the provisions of this agreement. Special meetings shall be held within then (10) calendar days from receipt of the written request and shall be held between 8 a.m. and 5 p.m. at a time and place which is mutually agreeable to the parties. Each party shall be represented at special meetings by not more than three (3) persons, or such number equal to that of the Employer.

The Union may meet at a place designated by the Employer on the Employer's property for a period not to exceed one-half hour immediately preceding a meeting for which a written request has been made. Employee representatives of the Union shall be paid by the Employer for their time spent in special meetings, but only for straight time hours they would otherwise have worked on their regularly scheduled shift.

Section 12. Provisions for Legal Counsel. Whenever any claims are made or any civil action is commenced against an employee for injuries to persons or property caused by negligence or other acts of the employee while in the course of his employment, and while acting within the scope of his authority, the City will pay for or engage or furnish the services of an attorney to advise the employee 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 a result of any civil action for personal injuries or property damage caused by the employee while acting in the course of his employment, and while acting within the scope of his authority the City will indemnify the employee or will pay, settle, or compromise the judgment. The City Attorney will make the selection of the attorney or attorneys to represent employees in any particular matter.

Section 13. Visits by Union Representatives. The City agrees that accredited representatives of the Union shall have reasonable access to the premises of the Employer during regular business hours to conduct Union business. Such representatives shall give advance notice of their presence to the supervisor concerned and such visits shall not be disruptive of the Employer's operations.

Section 14. Release Time for Union Business. The City agrees to grant 40 man hours of paid release time per contract year for the purpose of attending to Union business. Excluded from this 40 man hours per year of release time shall be time spent in negotiations and grievance processing. Once the Union has reached the 40 man hours per year release time, time off to attend to other Union business except for negotiations and grievance processing shall be unpaid time off, vacation or compensatory time off.

Section 15. Union office. The employer shall provide the union with office space within the Police Department. If available, the City shall provide a desk and locking file cabinet from the City's surplus inventory.

ARTICLE 6  
GRIEVANCE PROCEDURES

Section 1. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties.

Section 2. A "grievance" shall mean a specific charge by the Union, an employee or group of employees, based upon an event, condition or circumstance under which an employee works, that a provision of this agreement has been violated or misinterpreted.

Section 3. Immediate supervisors, command officers, and reviewing officers shall consider promptly all grievances presented to them within the scope of their authority and take such timely action as is required.

Section 4. Grievances under this agreement may be initiated by employees in the bargaining unit or by the Union, however, the Union may have a silent observer witness the oral presentation of the grievance when the employee elects to process a grievance without representation by the Union. It is the Chief's, or his representative's, duty to notify the Union that the employee is filing a grievance.

Section 5.

Step 1. The Union or any employee of the Union having a grievance shall have the opportunity to take up the grievance with the immediate supervisor who shall attempt to adjust same.

An employee presenting the grievance shall have the right, should he/she decide to exercise said right, to summon one member of his choosing from the Executive Board or one member of his choosing from the grievance committee.

Step 2. If the grievance is not adjusted by the immediate supervisor, it shall be reduced to writing, at that time, signed by the aggrieved employee and the Union representative, and shall cite the specific section(s) of the agreement allegedly violated and the proposed remedy. It shall then be filed with the Assistant Chief of Police of the appropriate division, such filing to take place within two working days following the response of the immediate supervisor in Step 1. Within five working days after the grievance is filed with the Assistant Chief, the Assistant Chief shall meet with the aggrieved and a Union representative and attempt to settle the grievance. The aggrieved and a Union representative may select a member of the executive board or the grievance committee to appear with him. The Assistant Chief's disposition shall be reduced to writing and shall be made known to the employee and the Union within four working days following the meeting.

Step 3. If the grievance is not adjusted by the Assistant Chief, it shall then be filed with the Chief of Police, such filing to take place within two working days following the response of the Assistant Chief in Step 2. Within five working days after the grievance is filed with the Chief of Police, the Chief of Police shall meet with the aggrieved and a Union representative and attempt to settle the grievance. The aggrieved and a Union representative may select a member of the executive board of the grievance committee to appear with him. The Chief of Police's disposition shall be reduced to writing and shall be made known to the employer and the Union within four working days following the meeting.

Step 4. If the grievance is still unsettled it may be appealed to the City Manager or his designated representative within five calendar days from the date of the Chief of Police's answer. The City Manager or his designated representative shall, within five calendar days of such appeal, meet with the grievance committee member, executive board member and the aggrieved. The City Manager or his designated representative shall give his written, dated, and signed disposition within five working days after such meeting.

Step 5. Arbitration.

- A. If, after reviewing the grievance, the Union feels that disposition is still not satisfactory, it may, within twenty calendar days after the answer is due, and by written notice to the other party, request arbitration through the Federal Mediation and Conciliation Service and in accordance with its voluntary arbitration rules. The arbitrator so selected shall hear the matter promptly and will issue his decision no later than thirty days from the date of the closing of the hearing. The arbitrator's decision will be in writing and will set forth his findings of facts, reasoning, and conclusions on the issues submitted.
- B. The jurisdiction of the arbitrator shall be limited to grievances arising out of the definition of a grievance contained within the agreement or any written amendments hereof or supplements hereto.
- C. The arbitrator shall have no power to amend, add to, alter, ignore, change, or modify the provisions of the agreement or the written rules and regulations of the Department or of the Employer, and the arbitrator's decision shall be limited to the application or interpretation of the above and to the specific issue(s) presented to him. No decision of the arbitrator shall contain a retroactive liability beyond the date of the written grievance. However, within the limitations of this provision, the arbitrator shall have the power to award to either party the remedy he considers appropriate to the circumstances. The arbitrator shall render his decision in writing as soon after the hearing as possible, and the fees and expenses of the arbitrator shall be borne equally between the parties hereto. The decision of the arbitrator shall be final and binding upon the parties,

including the Union, its members, the employee(s) involved, the Employer, and its officials, including the Chief of Police, the City Manager, and their designated representatives.

Section 6. Grievances involving discharge, discipline, suspension, reductions, or removals may be commenced at the Step 4 (City Manager or his designated representative) level of the grievance procedure.

Section 7.

- A. Grievances may, at the option of the employee, be processed through the grievance procedure to arbitration as outlined herein, or appealed to the Civil Service Commission if provided for in Act 78 of the Public Acts of Michigan of 1935, as amended. The Union and the grievant will execute a written waiver of the available alternative forum before the grievance can proceed to either arbitration or the Civil Service Commission. Whichever procedure the employee elects shall be binding upon him/her and shall be preclusive to the other remedy.
- B. As stated in Section 6, grievances involving suspensions, reductions, removals, or discharges may be commenced at the Step 3 level of this grievance procedure.
- C. The aggrieved employee must, after the Step 3 answer and before proceeding to Step 4, advise the City, in writing, of his/her choice of procedure. Irrespective of the time limits prescribed by Act 78 the parties agree to be bound by the time limits described herein.

Section 8. There shall be no reprisals of any kind by administrative personnel taken against a grievant, any party in interest or his Union representative, any member of the grievance committee, or any other participant in the procedure set forth herein by reason of such participation.

Section 9. Time Limits. Any grievance not settled within the time limits specified in this article may be taken to the next step. However, if the grievance is not resolved in thirty (30) days the Union, if it wishes to take the matter to arbitration or the Civil Service Commission in accordance with Article VI, Section 7C, shall within forty days after initial filing of the grievance, notify the Employer in writing of its intent.

Extensions of the time limits may only be made by a written signed agreement by a Union representative and the Employer.

ARTICLE 7  
HOURS OF WORK

Section 1.

- (a) All employees shall work eight (8) consecutive hours per day. Any time worked by an employee over and above eight (8) hours in any one day shall be considered overtime and said time shall be paid to

the employee at the rate of time and one-half the employee's regular hourly rate of pay.

- (b) However, there shall be no overtime payments when more than eight (8) hours is worked as the result of a shift change either at the employee's option or as a regularly scheduled shift change.

Section 2. The normal work schedule for employees shall be five (5) eight (8) consecutive hour workdays, which need not be in succession for a total of forty (40) hours each week.

Section 3. An employee shall be entitled to a twenty-five (25) minute lunch break per each eight (8) hour shift. In the event an employee is not granted a lunch break during his/her 8-hour shift, said employee shall be granted 25 minutes of compensatory time at straight time.

Section 4. The three basic shifts for employees in the Uniformed Division of this bargaining unit shall not be changed unless such change is first discussed with the union executive board and approved by same.

Employees in this bargaining unit shall not be assigned to a "swing" shift. A "swing" shift assignment is herein defined as one requiring an employee to alternate among different shifts within any one calendar week.

Section 5. Standby. An employee may be required to remain on call at his regular place of abode or other location authorized by a supervisor in cases of possible emergencies. For compensation the employee on such duty shall receive at his regular straight time rate of pay, two hours of pay for each calendar day.

## ARTICLE 8 OVERTIME

Section 1. All Sergeants and Lieutenants who work over eight (8) hours per day shall be compensated for all hours worked in excess of eight (8) hours at the rate of time and one-half the said employee's regular hourly rate of pay.

Section 2. If requested to work overtime, an employee will be expected to do so unless he is excused for good cause by the supervisor who made the request.

Section 3. The immediate supervisor or a delegated representative shall determine and approve all overtime before it is worked.

Section 4. Nothing contained herein shall prohibit the employee from electing to accept, or the City from granting, compensatory time off in lieu of overtime pay at the option of the employee.

Section 5. No employee shall be entitled to accumulate more than forty (40) hours of such compensatory time without approval of the Chief of Police.

Section 6. Once having elected either alternative, the employee may not thereafter request the remaining alternative without approval of the Employer.

Section 7. An employee who elects compensatory time off, in lieu of payments of overtime, shall receive such time off at the rate of time and one-half for each hour of overtime worked.

Section 8. Employees shall be allowed to be paid compensatory time upon retirement, in accordance with the pension ordinance, or upon their death.

Section 9. A list containing the names of all Lieutenants and Sergeants will be compiled and kept in the Patrol Services Division and in the Investigative Services Division. All employees will be presumed to be willing to work overtime unless a written letter to the contrary is submitted to the Chief of Police. When a need for overtime arises the following procedure shall be utilized to equalize overtime on an ongoing basis.

- (a) When the need arises to replace an employee for a full shift, employees will be offered overtime in either four (4) hour hold-over or eight (8) hour call-in blocks.
- (b) The overtime list shall be maintained with overtime being offered to the employee with the lowest amount of accumulated overtime, for purpose of overtime equalization. The list shall include all overtime except court and training, to be administered by a member of the command unit that is selected by the unit. The list shall be kept in the Patrol and Investigative Services Divisions and shall be updated on a bi-weekly basis and posted on the Union bulletin board.
- (c) Refusals shall be counted as time worked for accumulated totals. Vacation, sick, injury and military time (both "Annual Duty for Training" and weekend drills performed locally) shall be excused and not counted as refusals.
- (d) In an emergency, as defined by the Chief of Police or his designee, overtime may be required.

Section 10. Command Unit members who work forty (40) hours per week and attend roll call shall be entitled to one (1) hour comp time per week.

#### ARTICLE 9 CALL-IN PAY

Section 1. All employees covered by this agreement who are called in and report to their work stations for duty outside of their regularly scheduled shift shall be compensated for two (2) hours at time and one-half.

Telephone communication when the employees do not report to their work station for duty will be compensated in thirty (30) minute increments at straight time.

Section 2. Court appearances or appearances before a driver's license review board during an employee's off-duty hours shall be compensated at a minimum payment of two (2) hours at the rate of time and one-half the employee's regular hourly rate of pay.

Section 3. All employees covered by this agreement who shall have been subpoenaed or required to appear shall be paid as provided in Section 2, provided he/she shall have returned said subpoena and/or other proof of attendance to the Employer.

Section 4. No employee paid by the Employer pursuant to this section shall be entitled to retain any fees due him by virtue of his appearance and hereby assigns all such sums to the Employer.

Section 5. Any court appearance starting one (1) hour or less prior to an employee's regular shift or court appearances commencing at the end of an employee's shift shall be considered as part of the workday and paid at the rate of time and one-half of the said employee's regular hourly rate of pay.

Section 6. Court appearances shall not be interpreted as time spent in court on personal legal business, personal civil suits, or personal appearances not connected with actual performance of duties.

Section 7. Nothing contained herein shall prohibit the employee from electing to accept, or the City from granting, compensatory time off in lieu of call-in time at the option of the employee.

ARTICLE 10  
SHIFT PREFERENCE

Section 1. Shift assignments within divisions, for sergeants and lieutenants, shall be based upon seniority in rank.

Section 2. If an employee requests, his shift assignment may be changed for just cause with the approval of the Chief of Police.

Section 3. Shift assignments chosen hereunder shall be made annually and become effective the first week of January of each year.

Section 4. Employees may trade assignments and leave days, on a day-for-day basis, rank for rank, and it shall be honored by the employer if the employees agree, provided such trade is approved by the employee's division commander or his designee.

Section 5. The employer shall not change shift hours or shift assignments to avoid payment of premium pay.

Section 6. Sergeants and lieutenants serving their probationary periods shall not be entitled to the benefits of this Article.

Section 7. When the composition of the command staff reaches a point where there is an imbalance which is detrimental to the operation of the Police Department of experienced sergeants and lieutenants on the various shifts, the inexperienced sergeants and lieutenants may be temporarily reassigned for a period not to exceed six months, to another shift without regard to the shift preference provisions of this Article. The purpose of this reassignment is to provide training and supervisory experience for the inexperienced sergeant or lieutenant in order to enhance his ability to function as a supervisor.

Section 8. Officers in training shall be assigned to the Patrol Division for the purpose of said training. Officers are to be considered in training when they are newly promoted and not at the top pay level for their respective rank.

ARTICLE 11  
EMPLOYEE TRANSFERS

Section 1. Transfers shall mean a change in employment to another position within the Department in any class which is the same in maximum salary and similar duties and qualifications.

Section 2. No transfer of employees in this bargaining unit shall be made to other divisions within the department on a permanent basis unless such transferable position has been placed on the union bulletin board for a period of 10 calendar days prior to the filling of any such position.

Section 3. Any employee of this bargaining unit desiring to transfer to any such position must before the end of the 10th calendar day file a written request with the Chief of Police requesting consideration in the filling of that position.

Section 4. The following criteria shall be considered in determining lateral transfers:

- A. The needs of the department,
- B. A balancing of experience levels,
- C. The relative qualification and performance of the competing employees, and
- D. Where all their factors are equal, the seniority of the qualified employee shall be given consideration.

Section 5. Employee Transfers. An oral board consisting of the City Personnel Administrator and two (2) officers of equal or higher rank than the position being interviewed for shall comprise the interview board. The sworn officers shall be from other departments other than the Saginaw Police Department and shall have recently served in a similar position. The decision of the oral board shall be submitted to the Chief of Police who shall make the final decision on personnel transfers. The selection by the Chief of Police shall not be arbitrary, capricious or without merit.

Section 6. The parties will negotiate as to whether a new and/or changed job should be in or out of the bargaining unit. Disputes as to whether a new or changed job should be in or out of the bargaining unit shall be resolved by the Michigan Employment Relations Commission in accordance with their applicable administrative procedures.

ARTICLE 12  
SAFETY

Section 1. Safety.

(a) Both parties to this agreement shall cooperate in the establishment of safety rules and regulations. Two employees of this bargaining unit shall be members of the Safety Committee.

(b) Employer Responsibility

The Employer shall meet certain safety responsibilities under the Michigan Occupational Safety and Health Act (MIOSHA) and that is to furnish to each employee a place of employment free from recognized hazards, to maintain certain records and reports and to supply safety equipment as it deems necessary to meet its requirements under applicable state or federal safety acts.

(c) Employee Responsibility

It is the responsibility of every employee under this agreement to follow all established Department safety regulations. Further, it will be the responsibility of every employee to follow all new safety regulations which may be established through local, state or federal law.

Section 2. In the event an employee is injured on the job and is required to leave the job by a medical authority, the employee shall be paid for the whole day.

Section 3. If, during the tour of duty, an employee determines that a vehicle is unsafe for operation, the vehicle should be parked until properly cleared by a mechanic on duty at the municipal garage of the City of Saginaw.

Section 4. If equipment should be regarded as defective, an employee shall immediately inform his immediate supervisor of that fact and present him with a list of the defects. The City shall not require employees to utilize equipment that is not in safe operating condition.

ARTICLE 13  
UNIFORMS AND EQUIPMENT

Section 1. All uniforms and equipment shall be provided to employees at no cost to the employee by the Employer.

Section 2. The Employer shall have the right to prescribe the uniform to be worn and the equipment to be used by the Department personnel.

Section 3. The Employer shall furnish all employees with the necessary equipment and articles of clothing required for the performance of their duties, including, but not limited to:

- Three-quarter length all-purpose coat
- Uniform trousers
- Fur hat
- Shirts
- Raincoat
- Sam Browne belt
- Side arm
- Nightstick
- Kel-light type flashlight
- Cartridge case
- Trouser belts
- Belt ring and suitable containers for records
- Cap
- Helmet
- Tie
- Whistle
- Badges
- Cap emblem
- Holster
- Riot stick
- Handcuffs
- Ammunition
- Handcuff case

Section 4. The remaining articles that are regulation shall be supplied by the Employer.

Section 5. All employees shall keep their uniforms in a clean and neat condition at all times.

Section 6. Employees who regularly wear civilian clothing in the performance of their duties shall receive a clothing allowance of six hundred (\$600.00) dollars per year. The clothing allowance shall be prorated at fifty dollars (\$50.00) per month for partial years of service.

Section 7. The Employer shall pay for the cost of cleaning, laundering, and dry cleaning uniforms.

Section 8. Effective 6/1/85, air conditioning shall be made available to Patrol Supervisor's vehicles.

ARTICLE 14  
TRAINING SESSIONS

Section 1. Employees attending in-service training sessions within the county of Saginaw on their off-duty time shall be paid at their straight time rate for the time spent in the required training sessions.

Section 2. Employees attending schools, conferences or seminars outside the county of Saginaw, shall be compensated at their straight time rate for all hours actually spent traveling to, from and attending such school, conference or seminar.

ARTICLE 15  
SALARY SCHEDULES

Section 1. Salary Schedules.

The salary schedule following and attached to this agreement and identified as Appendix "A" shall be considered a part of this agreement.

Wages:	Effective 1/1/90	3%	at all levels and classes.
	1/1/91	3%	at all levels and classes.
	1/1/92	3%	at all levels and classes.

ARTICLE 16  
SHIFT PAY DIFFERENTIAL

Employees who are regularly scheduled to start their tour of duty at or after 1:00 p.m. shall be paid an additional five percent (5%) increment for such tour of duty. Employees who are regularly scheduled to start their tour of duty at or after 8:30 p.m. and before 2:00 a.m. shall be paid an additional seven percent (7%) increment for such tour of duty. This additional payment shall be computed on the hourly equivalent of the straight time rate including longevity pay, and shall be paid for the entire shift worked.

ARTICLE 17  
PAYMENT FOR WORKING IN HIGHER CLASSIFICATION

Section 1. If an employee is required to work in a higher classification, he shall receive the higher rate of pay for the entire time worked after working in the higher classification for at least four (4) consecutive hours. Shift seniority shall apply, with the most senior employee on the shift in the classification immediately below the classification to be worked, being first offered the job on that shift, provided the officer is capable of performing the work.

Section 2. When the Shift Commander (Lieutenant) is to be relieved because of days off, leave days, sick or unscheduled days, the senior sergeant working on the affected shift will be offered the responsibility for relieving the Shift Commander in accordance with Article 17, and if not accepted it shall be offered by seniority on the affected shift.

ARTICLE 18  
ANNUAL LEAVES

Section 1. Regular, full-time employees shall accumulate annual leave at the rate of thirty-one (31) workdays per year.

Section 2. Annual leave will be accrued on a monthly basis. Maximum vacation accumulation will be limited to that which accrues to the employee in two (2) years. Vacation will be scheduled by the employer in accordance with the employer's needs. Employees may choose their vacations based on seniority within the employee's rank, division, and shift by the following procedure:

- (a) Annual leave shall be chosen by the employee prior to December 31 for the following year.
- (b) Employees may not choose more than three (3) weeks during the summer months until each employee on the shift has had an opportunity to choose their initial three (3) summer weeks. The vacation selections made after the initial selections for all open weeks shall be done by seniority.
- (c) Employees shall not lose their vacation picks when unilaterally transferred to another division or shift.

Annual leave accrued and unused shall be paid to an employee upon termination of his employment with the City for any reason. Payment shall be at the employee's straight time hourly rate of pay at the time of termination.

Section 3. Annual leave may be used in one day increments subject to workload and staffing needs and will not be capriciously denied.

ARTICLE 19  
EMERGENCY LEAVE

Section 1. In the case of death in an employee's immediate family, a permanent, full-time employee shall be granted a leave of absence for any scheduled workdays as follows:

- A. Upon the death of a spouse or child an employee shall receive 5 working days off immediately following the time of death, with pay.
- B. Upon the death of an employee's father, mother, sister, brother, father-in-law, mother-in-law, grandparents, spouse's grandparents, grandchildren or relative residing in the employee's household, he

shall be granted a leave of absence to attend the funeral, with pay, for any scheduled workdays falling within the period between the time of death and the day of the funeral, not to exceed 3 days and not to be deducted from accumulated sick days.

- C. Upon the death of an employee's brother-in-law or sister-in-law, he shall be granted a leave of absence to attend the funeral, with pay, for any scheduled workdays falling within the period between the time of the death and the day of the funeral, not to exceed 2 days and not to be deducted from accumulated sick leave.

Section 2. An employee may take up to 3 sick leave days per year, with pay, for providing emergency care for members of his immediate family.

Immediate family is defined as father, mother, sisters, brothers, father-in-law, mother-in-law, husband, wife, children, or grandparents of employee or spouse or relative residing in the employee's household.

#### ARTICLE 20 HEALTH INSURANCE

Section 1. The Employer shall pay the costs of Health Insurance for all full time regular employees in the Command Unit and their dependants as defined by the rules and regulations of the Blue Cross/Blue Shield policy. These health care benefits are equal to the following:

Blue Cross/Blue Shield MVF-1 with Prevent and Mandatory Second Opinion.

Blue Cross Master Medical, \$100-\$200 per family deductible, 80%/20% co-pay semi-private room.

Blue Cross Prescription Drug program \$5.00 co-pay.

Riders: ML, FAE-RC, FC, SD.

The City agrees to provide the Union with a letter from Blue Cross/Blue Shield outlining, "To Whom It May Concern", benefits that cover member employees in case of out-of-state emergencies. In the event such letter is not made available, the City through Employee Services, will provide such a letter.

Section 2. The Employer will absorb any increase in existing health insurance premiums during the term of said coverage.

Section 3. The same hospitalization benefits shall be available to all officers on regular or disability pension. Effective July 1, 1990, employees who retire from the City will pay the first \$75.00 per month of the premium for said insurance. Any increase in premium in the future exceeding ten (10) percent of the cost of the previous years premium shall be the responsibility of the retiree.

All employees that retire after the effective date of this contract will automatically be provided two person family coverage unless the employee notifies the City that they require additional coverage for dependents.

The City will continue to provide on the above payment basis hospitalization for retirees and their families who have not reached age sixty-five (65) if the retiree is not employed elsewhere in excess of 1,039 hours per calendar year. Statements attesting that the retiree has not worked more than 1,039 hours in a calendar year will be required every three months to assure the Employer that the retiree is eligible for this City paid health care benefit. This benefit is granted for the express purpose of aiding retirees not working in excess of 1,039 hours per calendar year who have not reached their sixty-fifth (65th) birthday and therefore are not eligible for medicare coverage. The working restriction shall not apply to retired employees who have reached their sixty-fifth (65th) birthday.

Section 4. Retirees who work in excess of 1,039 hours in a calendar year shall be required to exercise one of the following options in the first month following the month in which their accumulated work hours in that calendar year exceed 1,039 hours:

- (a) They may remain under the City's Blue Cross/Blue Shield group coverage provided, however, that they reimburse to the City on a monthly basis a sum equal to the premium payment for their Blue Cross/Blue Shield coverage.
- (b) If their employment is with another employer providing Blue Cross/Blue Shield group coverage, they may transfer their coverage to that group. Retirees may then, in turn, transfer their Blue Cross coverage back to the City's group upon their separation from the other employer under the same conditions as provided in Section 3 of this Article, or upon reaching age sixty-five (65), whichever should occur first.
- (c) Retirees may completely and totally withdraw from the City's Blue Cross/Blue Shield group coverage. It should be noted that in the event a retiree withdraws from the City's Blue Cross/Blue Shield group and does not receive Blue Cross/Blue Shield benefits through another employer, said retiree will not be permitted by Blue Cross/Blue Shield to again at a later date re-enter the City of Saginaw Blue Cross/Blue Shield group coverage.

Section 5. The Employer shall pay the cost of Blue Cross/Blue Shield coverage as indicated above for such groups, as is appropriate, for employees who are retired and their spouses after the retiree has reached the age of sixty-five (65) and qualifies for this coverage, as provided in Section 3 of this Article.

Section 6. Health Insurance Opt-Out.

Employees and retirees choosing to cancel their current City health insurance plan and be covered under their spouse's health insurance must:

Obtain proof of insurance through their spouse's policy with an effective date of coverage.

Set up an appointment with Benefits Coordinator where proof of coverage under spouse's policy is presented and signing of City insurance cancellation is made.

Should there be any problems with obtaining proof of insurance under the spouse's policy, the Employee Services Office will provide a form letter which can be completed by the spouse's employer.

Employees and retirees may cancel their City health insurance at any time during the fiscal year, although such cancellation must take place by the 20th of each month in order for it to be effective the following month. Employees will be paid one half (1/2) of the traditional premium as set each January 1st. Payment of such premiums will be prorated on a quarterly basis.

Section 7. Dental Insurance.

The Employer shall provide to employees and their families, at no cost to the employees, the Delta Dental Plan of Michigan, Inc., 50-50 Benefit Program for Class I and Class II benefits as defined by the Delta Dental Plan of Michigan or their equivalent.

The Employer shall provide to employees and their families, at no cost to the employees, the Class III - Orthodontics Plan A benefits as defined by the Delta Dental Plan of Michigan.

Section 8. As soon following approval of this Agreement as is possible the City shall provide enrollment in the Blue Cross Preferred Provider Plan and the Delta Dental Plan or Health Plus of Michigan and the Delta Dental Plan as an option to the Blue Cross/Blue Shield of Michigan Health Plan and the Delta Dental Plan offered to the employees covered by this Agreement. Current employees may accept one of the options or remain in their currently enrolled health and dental plan. It is understood that employees and their families will be covered, with the cost being borne by the City, but that employees may only participate in only the Blue Cross/Blue Shield program and Delta Dental program or the Blue Cross Preferred Provider Plan and the Delta Dental Program or Health Plus of Michigan and the Delta Dental Program.

The City shall provide a paid optical plan with individual and family coverage equal to MECA Plan IV, full service benefit plan in an amount not to exceed budgeted composite rate of \$7.29 per person.

ARTICLE 21  
LIFE INSURANCE

The City shall provide each employee with term life insurance benefits with double indemnity provisions. The City will pay for insurance to the next \$1,000 higher annual income up to \$50,000 maximum. For example, if an employee earns \$8,100 per year, he will be insured for \$9,000 or \$18,000 in the case of accidental death. The coverage will be adjusted each July 1 for any increase in amount.

The City shall provide each employee who retires with a life insurance policy in the amount of \$5,000. Accidental death and dismemberment benefits shall not apply to retirees' life insurance.

ARTICLE 22  
RETIREMENT BENEFITS

Section 1. Employees in this bargaining unit shall participate in and receive the benefits of the Saginaw Police and Fire Retirement System as prescribed in the Saginaw City Charter and City Ordinance. An increase in the benefit provisions shall be negotiated between the parties.

Section 2. The City and the Union will share the actuarial costs for computing any new pension changes if both parties agree to such studies.

Section 3. Effective with ratification of this agreement, all employees in the bargaining unit may retire, with full benefits, after twenty (20) years of service, regardless of age.

Section 4. The employee rate of contribution to the Pension System shall be eight (8) percent of salary.

Section 5. Effective January 1, 1990, the pension ordinance shall be amended to increase the multiplier from 2.4 percent for each year of service to 2.5 percent for each year of service for the first twenty-five (25) years of service and 2.25 percent for each year of service thereafter. The computation of final average salary shall include the payoff for accumulated vacation, however, the payoff for accumulated sick time shall not be included.

Section 6. The City will investigate the concept of adding a representative from the bargaining unit to the Police and Fire Pension Board and will report its findings to the Union within ninety (90) days from the date of implementation of the Collective Bargaining Agreement and shall meet with the Union quarterly to discuss implementation of a representative from the bargaining unit on the board.

Section 7. The pension ordinance shall reflect the following changes:

1. Bargaining unit members injured on the job will receive credit for any lost wages due to injury time off when determining final average salary for retirement purposes.
2. Current provisions which could permit surviving children to draw a pension for life will be eliminated.
3. The provision for calculating benefits paid to the surviving spouse and children will be modified so as to not penalize those spouses with surviving children.
4. Current command officer bargaining unit members will be permitted to purchase up to four years of military service credit to be used in calculating their pension at retirement regardless of when this

service occurred. All command officers, may purchase military service using the same criteria required by the Municipal Employees Retirement System Act.

Section 8.

1. The offset against Worker's Compensation after age 55 is allowed for injuries before March 31, 1982, pursuant to Section 129 of Chapter 5 of the Saginaw Administrative Code entitled Police Officer/Firefighter Retirement System.

For injuries after March 31, 1982, the coordination of pension and Worker's Compensation benefits will be subject to the provisions of the Worker's Disability Compensation Act of 1969 (P.A. 317 of 1969).

2. Disability retirement will be determined by standards devised in Section 123 of the Police Officer/Firefighter Retirement System. Section 123.1 shall be amended to include; that all examining physicians on the medical committee be specialized in the nature of the injury being examined and be board certified, and one of whom shall be the medical director or their designee, and further be amended to require duty disability pension to be awarded under the standards of Worker's Disability Compensation Act of 1969 (P.A. 317 of 1969).

ARTICLE 23  
DEFERRED COMPENSATION

Bargaining unit members are entitled to participate in the City's existing deferred compensation program.

ARTICLE 24  
SICK LEAVE

Section 1. Each permanent, full-time employee may accumulate sick leave at the rate of twelve (12) days per year. All employees shall have their accumulated sick leave reduced by one (1) day for each working day of approved absence due to illness. Sick leave shall begin to accrue as of the date an employee enters the service of the City, but may not be taken until the employee has been in the employment of the City for six (6) months. Should an employee be absent because of illness during the first six (6) months of employment, he may be placed on leave of absence without pay.

Section 2. Payment of one-half (1/2) of the unused sick leave earned at death or upon date of retirement shall be paid by the City up to a maximum of ninety (90) days. Retirement means that age and condition upon which a person actually draws pension benefits as defined under Ordinance D-678, as amended, and does not include deferred pension as constituting retirement for this benefit.

Section 3. Sick leave may be accumulated if not used during the year accrued. Sick leave will not be allowed for any day on which an employee would not have regularly worked.

Section 4. Sick leave may be taken in excess of the amount then accumulated, but not in excess of the total amount which would be accumulated at the end of the calendar year. Such usage of anticipated sick leave will be dependent on the employee's previous sick leave record, and must be approved by the Department Head and the Personnel Director.

Section 5. A certificate of inability to work by reason of illness by a licensed doctor of medicine, osteopath, examination by the Health Officer and such other evidence of inability to work as the City Manager shall deem necessary, may be required as evidence of illness before compensation for the period of illness is allowed. When an employee has been absent for five (5) consecutive working days or longer because of illness, he may be required to report to the City Clinic before returning to work.

Section 6. The City Clinic will make a report of the illness and determine if the employee is medically fit to return to work. The Police Chief will not authorize an employee's return without authorization of the City Clinic which shall be made on the proper form.

Section 7. An employee who is taken ill while on authorized annual leave, may report the circumstances by phone or wire, and upon presenting a doctor's certificate, may be allowed to charge to sick leave the time lost by reason of illness.

ARTICLE 25  
COMPENSATION PAYMENTS FOR WORK-RELATED INJURIES

Each regular employee who is unable to work as a result of an injury arising out of and in the course of his employment, shall receive benefits as provided under the state's Worker's Compensation Act MCLA, Section 418.311 entitled Compensation Payments Computations, provided, however, such injury is determined to be work related. Until such determination is made, an employee may elect to collect paid leave benefits in which the employee has accumulated during the course of their employment. Should a determination be made that said employee's injury is work related, said employee's paid leave accumulation shall be reimbursed in the amount of worker's compensation payments to the extent provided under the above stated Act and as determined by the City. Said reimbursement may be reimbursed for time lost back to the date of injury or initial incident and determination of time lost occurrence.

A regular employee who has been injured in the course of their employment that has been determined to be work related may also be eligible for injury time. Other than for serious injury, said employee may be paid and/or reimbursed an injury time supplement equal to the difference between workmen's compensation payments and the employee's current average wage. Such injury time supplement will be provided to the employee for a period not to exceed 90 days from the date of injury.

In the event an injured employee requires additional time off, and it has been determined that the related injury is not determined to be serious as defined and said employee continues to receive worker's compensation benefits said employee may elect to supplement such payments with accumulated

paid leave so as to receive their current base wage. During such period that the employee elects this option and receives full regular wage, paid leave benefits shall accrue as if the employee were still performing in the course of their normal employment. Should said employee elect not to receive the paid leave benefits supplement and elects to receive worker's compensation payments only, paid leave benefits will not accrue.

If at the end of the ninety (90) day period, it has been previously determined that the resulting injury was of a serious nature as defined said employee shall be entitled to injury time supplemental payments for one year after the date as a result of the injury incident. Such paid leave accruals will continue during the course of the injury time lost. In the event that said employee requires additional time exceeding the one year limitation said employee may elect to supplement worker's compensation payments as described above in the same manner as described above for employees who elect such option after the ninety (90) day time injury period.

A serious injury shall be considered if in the normal course of employment the injury results in the employee being injured as a result of a shooting, stabbing, accident, or any other such injury wherein the employee is incapacitated as a result of external forces beyond the control of the employee. Such serious injury does not include illnesses or stress related injuries, accidents, or any other minor incidents that may or may not be of a serious nature regardless of whether or not the injury is incurred during the course of employment. Such determination will be made only in determining whether or not injury time will be provided for ninety (90) days or one year as provided herein. A committee composed of the City Manager, City Attorney and Health Officer may grant the one year injury time option in individual cases upon determining whether the injury qualifies for the serious injury category as defined above.

Irrespective of any other provision of this section, in the event an employee receives, or becomes entitled to receive payments under this section, the City shall be subrogated to all the employee's rights of recovery against any person or organization to the extent of benefits which the City pays or becomes liable to pay. This right of subrogation shall be in addition to any rights the City may have under the provisions of the Michigan Worker's Compensation Act.

#### ARTICLE 26

#### INCENTIVE PAY-SIDEARMS TRAINING AND QUALIFICATIONS

Section 1. There is hereby established an incentive pay program for sidearms training and qualifications.

Section 2. Every employee covered by this Agreement who shoots a minimum score of 70 percent once every quarter year and who attends a sidearms training class once each of the other two months in each quarter year, shall be entitled to an incentive pay of \$7 per month.

Section 3. Every employee covered by this Agreement who shoots a minimum score of 70 percent once every quarter year and who attends a sidearms training class once during the other two months in each quarter year, shall be entitled to an incentive pay of \$5 per month.

Section 4. In the event the training called for in Sections 2 and 3 hereinabove is not provided, the Employer shall still pay as provided for in Sections 2 and 3 hereinabove.

ARTICLE 27  
EDUCATION ASSISTANCE AND INCENTIVE PROGRAM

Section 1. The Educational Assistance and Incentive Program, described in the 1965 Proceedings of the Council of the City of Saginaw, pages 389-91, shall be expanded to include all college level classes related to law enforcement or service as a police command officer with the City of Saginaw.

Section 2. The percentage of reimbursement is 25 percent to 100 percent dependent upon the nature of the course taken and the number of academic credits accumulated by the employee. The program provides for the following:

- a. Five percent (5%) for an Associate Degree in a job-related field.
- b. Ten percent (10%) for a Bachelor's Degree in a job-related field.
- c. Twelve percent (12%) for a Master's Degree in a job-related field.

This educational incentive pay plan shall be incorporated into the pay plan in a manner most convenient to the City. However, effective July 1, 1988, an employee entering this bargaining group, with the exception of those employees already participating in an educational incentive pay plan with the City, shall not be offered the plan herein provided.

ARTICLE 28  
OUTSIDE EMPLOYMENT

Section 1. Each employee engaged in outside employment involving "police work" shall, during such periods of employment, be considered to be on duty, provided such employee is not otherwise covered by Worker's Compensation. However, the above provisions shall not be operative unless and until the following employees' responsibilities are met:

1. Outside employment must first be approved by the City and the above provisions shall apply only to employment so approved.
2. The employee must notify the City each time he/she commences his/her outside employment and when he/she ceases his/her employment for the day. The City shall designate an agent to receive such information.

Section 2. All outside employment shall be governed by the department rules and regulations and shall require prior approval of the Employer.

Section 3. Work assigned as overtime by the department to the race track, fairground, and any other overtime not in conjunction with the duties performed in a regular shift, shall be handled in accordance with Article VII and shall be done on a rotating basis, equalized by rank, on the basis of

availability. When three (3) sergeants are assigned to overtime covered by this section to a particular event the next bargaining unit member assigned to that event shall be a lieutenant.

ARTICLE 29  
VEHICLE REGULATION

Employees covered by this agreement shall be governed by City regulations concerning use of City cars for both personal and City use.

ARTICLE 30  
CITY TO PROVIDE COPIES OF AGREEMENT

The City shall provide all present and future employees with a copy of this agreement. Effective with this agreement all article numbers shall be in Arabic numerals.

ARTICLE 31  
SAVINGS CLAUSE

If any article or section of this agreement or any addendum thereto shall be held invalid by an operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be reinstated by such tribunal, the remainder of this agreement and its addendums 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 articles or sections.

ARTICLE 32  
LAYOFFS AND PROMOTIONS

Section 1. Layoffs and promotions shall be made in conformity with the provisions of Act 78 of the Public Acts of Michigan of 1935, as amended.

Promotions, as agreed to by the parties, shall be based on an assessment center process. Such process shall be free of bias towards any protected race or other group eligible to participate in said process.

Section 2. Appointment of Police Chief. The City Manager shall have complete discretion and authority in determining qualifications for an selection of the person to be Police Chief whether that person is promoted from the bargaining unit covered by this Agreement or from some other source.

Bargaining unit employees covered by this agreement shall be eligible for consideration for appointment to the position of Police Chief irrespective of their rank. Any bargaining unit member promoted to Police Chief may voluntarily return to his or her former rank during the six-month probationary period unless removed by the City Manager for disciplinary reasons.

The position of Police Chief shall be a sworn position and the

individual appointed shall be experienced in law enforcement management.

It is understood that bargaining unit persons may apply for and receive consideration for promotion to the position of Police Chief even if they do not meet the minimum qualifications established for the position.

The parties agree that the process of selection and appointment of the Police Chief contained in this Article shall supersede and be paramount to the provisions of 1935 PA 78, as amended, Rules and Regulations of the Saginaw Civil Service Commission and any other requirements inconsistent with this Article.

Section 3. Position of Assistant Police Chief.

- (a) The City has the authority to create and fill up to three (3) sworn positions entitled Assistant Police Chief which, organizationally, shall be directly below the Police Chief in rank and authority.
- (b) The City shall have the unfettered discretion to devise and implement whatever selection criteria procedures and methodology it deems appropriate (including, but not limited to, determining relative qualifications of candidates), when hiring persons to fill the Assistant Police Chief positions irrespective of any requirements or limitation of 1935 PA 78, as amended, including the Rules and Regulations of the Saginaw Civil Service Commission (hereafter Act 78).
- (c) At least one of the Assistant Police Chief positions shall be filled by a person promoted from anywhere within the FOP command bargaining unit, provided qualified candidates exist. The other positions of Assistant Police Chief may be filled by persons outside the FOP command bargaining unit.
- (d) Subject to the provisions of (e) below, wages, hours, benefits, duties and all other conditions of employment (including, but not limited to, discharge) of persons filling Assistant Police Chief positions shall be determined exclusively by the City in a manner it deems appropriate irrespective of the terms of this collective bargaining agreement, Act 78, or other applicable law, rule or regulation. Furthermore, the grievance and arbitration provision of this agreement or any appeal or hearing provision of Act 78 shall not be applicable to Assistant Police Chief.
- (e) Employees promoted from within the command bargaining unit to the position of Assistant Police Chief shall:
  - (1) Serve a 12-month probation period, during which time they may be demoted voluntarily or involuntarily to their last previously held rank without loss of seniority.
  - (2) Continue their membership in the City's Police and Fire Pension Plan while serving as Assistant Police Chief.

- (3) Have the right to appeal discipline up to and including discharge under the relevant provisions of Act 78.
- (f) The City agrees not to diminish the overall size of the FOP command bargaining unit from the level as of the date of execution of this agreement solely due to filling Assistant Police Chief positions. It is understood the City will eliminate the positions of Captain as the positions become vacant.
- (g) It is understood and agreed that the terms of this article shall supersede and be paramount to Act 78 and any other relevant law, rule, regulation or contract term whether or not conflicting or inconsistent herewith.

ARTICLE 33  
JURY DUTY

An employee who is summoned and reports for jury duty as prescribed by applicable law, shall be paid by the Employer, an amount equal to the difference between the amount of wages the employee otherwise would have earned while working during straight time hours for the Employer on that day and the daily jury-duty fee paid by the courts (not including travel allowances or reimbursement of expenses), for each day on which he reports for, or performs jury duty, and on which he otherwise would have been scheduled to work for the Employer.

ARTICLE 34  
SALARY PROGRESSION AND LONGEVITY PAY

A. Salary Progression.

An officer who is promoted shall receive the minimum salary rate of the classification to which he/she is promoted or the lowest salary rate in the higher classification which will provide him/her with an increase in compensation, whichever is more.

Sergeants will progress from Step "C" to "D" and "D" to "E".  
Lieutenants progress through the "A", "B" and "C" steps of their designated pay ranges. Salary progression for both classifications shall be at six month intervals.

B. Longevity Pay.

- (1) Longevity rates shall apply for continuous employment with the City of Saginaw, without respect to time in a particular classification. Longevity increments shall be at the following rates:

2% of annual rate upon completion of five (5) years of continuous full-time service.

4% of annual rate upon completion of ten (10) years of continuous full-time service.

6% of annual rate upon completion of fifteen (15) years of continuous full-time service.

8% of annual rate upon completion of twenty (20) years of full-time service.

- (2) It is provided that only the first nine thousand dollars (\$9,000.00) per annum of the base rate shall be used in the computation of longevity payments. Time spent on military leave or other authorized leaves of absence shall be used in computing continuous service for longevity pay purposes.

ARTICLE 35  
MILITARY LEAVE

Employees who enter the military service of the United States shall be granted leaves of absence and reinstatement to employment as required by applicable provisions of Act 263, Public Acts of 1951, and any other applicable statutes then effective.

Any permanent employee who is a reservist and who must attend an "annual active duty for training" shall be compensated by the Employer the difference between his/her regular pay and his/her military pay. Such payment shall not exceed two (2) weeks per year. Such payment shall be granted only upon advance notice of one (1) week to the Employer.

ARTICLE 36  
DURATION

This Agreement shall be effective on the 1st day of January 1990, and shall remain in full force and effect until the 31st day of December 1992. It shall automatically be renewed from year to year thereafter unless either party notifies the other in writing ninety (90) days prior to the anniversary date that it desires to modify this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this 27<sup>th</sup>  
day of FEBRUARY, 1990.

FRATERNAL ORDER OF POLICE  
LODGE #105 (COMMAND):

By:

Michael McCullen  
Michael McCullen  
President

By:

Charles Basse, Jr.  
Charles Basse, Jr.  
Bargaining Committee Member

By:

Richard Mallette  
Richard Mallette  
Bargaining Committee Member

By:

James Quinn  
James Quinn  
Chief Spokesman

CITY OF SAGINAW:

By:

Henry Nickleberry  
Henry Nickleberry  
Mayor

By:

Bevelyn B. Bradley  
Bevelyn B. Bradley  
City Clerk

APPROVED AS TO SUBSTANCE:

By:

Vernon E. Stoner  
Vernon E. Stoner  
City Manager

APPROVED AS TO FORM:

By:

Roberta L. Szydlowski  
Roberta L. Szydlowski  
City Attorney

RANGE

BASE WITH LONGEVITY

RANGE	STEP	BASE PER STEP			AT 2%			AT 4%			AT 6%			AT 8%		
		ANNUAL	HOURLY	BI-WKLY	ANNUAL	HOURLY	BI-WKLY	ANNUAL	HOURLY	BI-WKLY	ANNUAL	HOURLY	BI-WKLY	ANNUAL	HOURLY	BI-WKLY
S1-C		35,943	17.28	1382.44	36,123	17.37	1389.36	36,304	17.45	1396.29	36,483	17.54	1403.21	36,663	17.63	1410.13
	D	36,598	17.60	1407.61	36,777	17.68	1414.53	36,958	17.77	1421.46	37,138	17.85	1428.38	37,318	17.94	1435.30
	E	37,654	18.10	1448.24	37,834	18.19	1455.16	38,014	18.28	1462.09	38,194	18.36	1469.01	38,374	18.45	1475.93
SA-C		37,741	18.14	1451.56	37,920	18.23	1458.48	38,101	18.32	1465.41	38,281	18.40	1472.33	38,461	18.49	1479.25
	D	38,428	18.47	1477.99	38,607	18.56	1484.91	38,788	18.65	1491.84	38,968	18.73	1498.76	39,148	18.82	1505.68
	E	39,537	19.01	1520.65	39,716	19.09	1527.57	39,897	19.18	1534.50	40,077	19.27	1541.42	40,257	19.35	1548.34
SO-C		39,539	19.01	1520.68	39,717	19.10	1527.60	39,898	19.18	1534.53	40,078	19.27	1541.45	40,258	19.35	1548.37
	D	40,258	19.35	1548.37	40,437	19.44	1555.29	40,618	19.53	1562.22	40,798	19.61	1569.14	40,978	19.70	1576.06
	E	41,420	19.91	1593.06	41,599	20.00	1599.98	41,780	20.09	1606.91	41,960	20.17	1613.83	42,140	20.26	1620.75
SC-C		40,257	19.35	1548.33	40,436	19.44	1555.25	40,617	19.53	1562.18	40,797	19.61	1569.10	40,977	19.70	1576.02
	D	40,990	19.71	1576.52	41,169	19.79	1583.44	41,350	19.88	1590.37	41,530	19.97	1597.29	41,709	20.05	1604.21
	E	42,173	20.28	1622.03	42,352	20.36	1628.95	42,533	20.45	1635.88	42,713	20.54	1642.80	42,893	20.62	1649.72
LI-A		38,422	18.47	1477.77	38,601	18.56	1484.69	38,782	18.65	1491.62	38,962	18.73	1498.54	39,142	18.82	1505.46
	B	40,431	19.44	1555.04	40,610	19.52	1561.96	40,791	19.61	1568.89	40,971	19.70	1575.81	41,151	19.78	1582.73
	C	42,569	20.47	1637.26	42,748	20.55	1644.18	42,929	20.64	1651.11	43,109	20.73	1658.03	43,289	20.81	1664.95
LA-A		40,343	19.40	1551.66	40,523	19.48	1558.58	40,703	19.57	1565.51	40,883	19.66	1572.43	41,063	19.74	1579.35
	B	42,453	20.41	1632.79	42,632	20.50	1639.71	42,813	20.58	1646.64	42,993	20.67	1653.56	43,172	20.76	1660.48
	C	44,697	21.49	1719.12	44,877	21.58	1726.04	45,057	21.66	1732.97	45,237	21.75	1739.89	45,417	21.84	1746.81
LB-A		42,264	20.32	1625.55	42,444	20.41	1632.47	42,624	20.49	1639.40	42,804	20.58	1646.32	42,984	20.67	1653.24
	B	44,474	21.38	1710.54	44,653	21.47	1717.46	44,834	21.55	1724.39	45,014	21.64	1731.31	45,194	21.73	1738.23
	C	46,826	22.51	1800.99	47,005	22.60	1807.91	47,186	22.69	1814.84	47,366	22.77	1821.76	47,546	22.86	1828.68
LC-A		43,033	20.69	1655.10	43,212	20.78	1662.02	43,393	20.86	1668.95	43,573	20.95	1675.87	43,753	21.03	1682.79
	B	45,283	21.77	1741.64	45,462	21.86	1748.56	45,643	21.94	1755.49	45,823	22.03	1762.41	46,003	22.12	1769.33
	C	47,677	22.92	1833.73	47,856	23.01	1840.65	48,037	23.09	1847.58	48,217	23.18	1854.50	48,397	23.27	1861.42
CI-A		44,984	21.63	1730.17	45,164	21.71	1737.09	45,345	21.80	1744.02	45,524	21.89	1750.94	45,704	21.97	1757.86
	B	47,915	23.04	1842.88	48,094	23.12	1849.80	48,275	23.21	1856.73	48,455	23.30	1863.65	48,635	23.38	1870.57
CA-A		47,234	22.71	1816.68	47,413	22.80	1823.60	47,594	22.88	1830.53	47,774	22.97	1837.45	47,954	23.05	1844.37
	B	50,311	24.19	1935.02	50,490	24.27	1941.94	50,671	24.36	1948.87	50,851	24.45	1955.79	51,030	24.53	1962.71
CB-A		49,483	23.79	1903.19	49,662	23.88	1910.11	49,843	23.96	1917.04	50,023	24.05	1923.96	50,203	24.14	1930.88
	B	52,706	25.34	2027.17	52,886	25.43	2034.09	53,067	25.51	2041.02	53,246	25.60	2047.94	53,426	25.69	2054.86
CC-A		50,383	24.22	1937.79	50,562	24.31	1944.71	50,743	24.40	1951.64	50,923	24.48	1958.56	51,102	24.57	1965.48
	B	53,665	25.80	2064.03	53,844	25.89	2070.95	54,025	25.97	2077.88	54,205	26.06	2084.80	54,385	26.15	2091.72

STEP	BASE PER STEP			AT 2%			AT 4%			AT 6%			AT 8%		
	ANNUAL	HOURLY	BI-WKLY	ANNUAL	HOURLY	BI-WKLY	ANNUAL	HOURLY	BI-WKLY	ANNUAL	HOURLY	BI-WKLY	ANNUAL	HOURLY	BI-WKLY
S1-C	37,022	17.80	1423.91	37,201	17.89	1430.83	37,382	17.97	1437.76	37,562	18.06	1444.68	37,742	18.15	1451.60
D	37,696	18.12	1449.84	37,875	18.21	1456.76	38,056	18.30	1463.69	38,236	18.38	1470.61	38,416	18.47	1477.53
E	38,784	18.65	1491.69	38,963	18.73	1498.61	39,144	18.82	1505.54	39,324	18.91	1512.46	39,504	18.99	1519.38
SA-C	38,873	18.69	1495.11	39,052	18.78	1502.03	39,233	18.86	1508.96	39,413	18.95	1515.88	39,593	19.04	1522.80
D	39,581	19.03	1522.33	39,760	19.12	1529.25	39,941	19.20	1536.18	40,121	19.29	1543.10	40,301	19.38	1550.02
E	40,723	19.58	1566.27	40,902	19.66	1573.19	41,083	19.75	1580.12	41,263	19.84	1587.04	41,443	19.92	1593.96
S0-C	40,724	19.58	1566.30	40,903	19.67	1573.22	41,084	19.75	1580.15	41,264	19.84	1587.07	41,444	19.92	1593.99
D	41,465	19.94	1594.82	41,645	20.02	1601.74	41,825	20.11	1608.67	42,005	20.19	1615.59	42,185	20.28	1622.51
E	42,662	20.51	1640.86	42,842	20.60	1647.78	43,022	20.68	1654.71	43,202	20.77	1661.63	43,382	20.86	1668.55
SC-C	41,464	19.93	1594.78	41,644	20.02	1601.70	41,824	20.11	1608.63	42,004	20.19	1615.55	42,184	20.28	1622.47
D	42,219	20.30	1623.82	42,399	20.38	1630.74	42,579	20.47	1637.67	42,759	20.56	1644.59	42,939	20.64	1651.51
E	43,438	20.88	1670.69	43,617	20.97	1677.61	43,798	21.06	1684.54	43,978	21.14	1691.46	44,158	21.23	1698.38
L1-A	39,575	19.03	1522.10	39,754	19.11	1529.02	39,935	19.20	1535.95	40,115	19.29	1542.87	40,295	19.37	1549.79
B	41,644	20.02	1601.69	41,823	20.11	1608.61	42,004	20.19	1615.54	42,184	20.28	1622.46	42,364	20.37	1629.38
C	43,846	21.08	1686.38	44,025	21.17	1693.30	44,206	21.25	1700.23	44,386	21.34	1707.15	44,566	21.43	1714.07
LA-A	41,553	19.98	1598.21	41,733	20.06	1605.13	41,914	20.15	1612.06	42,093	20.24	1618.98	42,273	20.32	1625.90
B	43,726	21.02	1681.77	43,905	21.11	1688.69	44,086	21.20	1695.62	44,266	21.28	1702.54	44,446	21.37	1709.46
C	46,038	22.13	1770.70	46,218	22.22	1777.62	46,398	22.31	1784.55	46,578	22.39	1791.47	46,758	22.48	1798.39
LB-A	43,532	20.93	1674.31	43,711	21.02	1681.23	43,892	21.10	1688.16	44,072	21.19	1695.08	44,252	21.28	1702.00
B	45,808	22.02	1761.86	45,988	22.11	1768.78	46,168	22.20	1775.71	46,348	22.28	1782.63	46,528	22.37	1789.55
C	48,231	23.19	1855.02	48,410	23.27	1861.94	48,591	23.36	1868.87	48,771	23.45	1875.79	48,950	23.53	1882.71
LC-A	44,324	21.31	1704.75	44,503	21.40	1711.67	44,684	21.48	1718.60	44,864	21.57	1725.52	45,043	21.66	1732.44
B	46,641	22.42	1793.89	46,821	22.51	1800.81	47,001	22.60	1807.74	47,181	22.68	1814.66	47,361	22.77	1821.58
C	49,108	23.61	1888.75	49,287	23.70	1895.67	49,468	23.78	1902.60	49,648	23.87	1909.52	49,827	23.96	1916.44
C1-A	46,334	22.28	1782.08	46,514	22.36	1789.00	46,694	22.45	1795.93	46,874	22.54	1802.85	47,054	22.62	1809.77
B	49,352	23.73	1898.17	49,532	23.81	1905.09	49,713	23.90	1912.02	49,892	23.99	1918.94	50,072	24.07	1925.86
CA-A	48,651	23.39	1871.18	48,830	23.48	1878.10	49,011	23.56	1885.03	49,191	23.65	1891.95	49,371	23.74	1898.87
B	51,820	24.91	1993.08	52,000	25.00	2000.00	52,180	25.09	2006.93	52,360	25.17	2013.85	52,540	25.26	2020.77
CB-A	50,968	24.50	1960.29	51,147	24.59	1967.21	51,328	24.68	1974.14	51,508	24.76	1981.06	51,687	24.85	1987.98
B	54,285	26.10	2087.99	54,467	26.19	2094.91	54,648	26.27	2101.84	54,828	26.36	2108.76	55,008	26.45	2115.68
CC-A	51,894	24.95	1995.93	52,074	25.04	2002.85	52,254	25.12	2009.78	52,434	25.21	2016.70	52,614	25.30	2023.62
B	55,275	26.57	2125.95	55,454	26.66	2132.87	55,635	26.75	2139.80	55,815	26.83	2146.72	55,995	26.92	2153.64

RANGE & STEP	BASE PER STEP			AT 2%			AT 4%			AT 6%			AT 8%		
	ANNUAL	HOURLY	BI-WKLY	ANNUAL	HOURLY	BI-WKLY	ANNUAL	HOURLY	BI-WKLY	ANNUAL	HOURLY	BI-WKLY	ANNUAL	HOURLY	BI-WKLY
S1-C	38,132	18.33	1466.63	38,312	18.42	1473.55	38,492	18.51	1480.48	38,672	18.59	1487.40	38,852	18.68	1494.32
D	38,827	18.67	1493.34	39,006	18.75	1500.26	39,187	18.84	1507.19	39,367	18.93	1514.11	39,547	19.01	1521.03
E	39,947	19.21	1536.44	40,127	19.29	1543.36	40,308	19.38	1550.29	40,487	19.47	1557.21	40,667	19.55	1564.13
SA-C	40,039	19.25	1539.96	40,218	19.34	1546.88	40,399	19.42	1553.81	40,579	19.51	1560.73	40,759	19.60	1567.65
D	40,768	19.60	1568.01	40,948	19.69	1574.93	41,128	19.77	1581.86	41,308	19.86	1588.78	41,488	19.95	1595.70
E	41,945	20.17	1613.26	42,124	20.25	1620.18	42,305	20.34	1627.11	42,485	20.43	1634.03	42,665	20.51	1640.95
S8-C	41,946	20.17	1613.29	42,125	20.25	1620.21	42,306	20.34	1627.14	42,486	20.43	1634.06	42,665	20.51	1640.98
D	42,709	20.53	1642.67	42,889	20.62	1649.59	43,070	20.71	1656.52	43,249	20.79	1663.44	43,429	20.88	1670.36
E	43,942	21.13	1690.08	44,122	21.21	1697.00	44,302	21.30	1703.93	44,482	21.39	1710.85	44,662	21.47	1717.77
SC-C	42,708	20.53	1642.63	42,888	20.62	1649.55	43,068	20.71	1656.48	43,248	20.79	1663.40	43,428	20.88	1670.32
D	43,486	20.91	1672.54	43,665	20.99	1679.46	43,846	21.08	1686.39	44,026	21.17	1693.31	44,206	21.25	1700.23
E	44,741	21.51	1720.81	44,920	21.60	1727.73	45,101	21.68	1734.66	45,281	21.77	1741.58	45,461	21.86	1748.50
LI-A	40,762	19.60	1567.76	40,941	19.68	1574.68	41,122	19.77	1581.61	41,302	19.86	1588.53	41,482	19.94	1595.45
B	42,893	20.62	1649.74	43,073	20.71	1656.66	43,253	20.79	1663.59	43,433	20.88	1670.51	43,613	20.97	1677.43
C	45,161	21.71	1736.97	45,341	21.80	1743.89	45,521	21.89	1750.82	45,701	21.97	1757.74	45,881	22.06	1764.66
LA-A	42,800	20.58	1646.15	42,979	20.66	1653.07	43,160	20.75	1660.00	43,340	20.84	1666.92	43,520	20.92	1673.84
B	45,038	21.65	1732.23	45,217	21.74	1739.15	45,398	21.83	1746.08	45,578	21.91	1753.00	45,758	22.00	1759.92
C	47,419	22.80	1823.82	47,599	22.88	1830.74	47,779	22.97	1837.67	47,959	23.06	1844.59	48,139	23.14	1851.51
LB-A	44,838	21.56	1724.54	45,017	21.64	1731.46	45,198	21.73	1738.39	45,378	21.82	1745.31	45,558	21.90	1752.23
B	47,182	22.68	1814.71	47,362	22.77	1821.63	47,543	22.86	1828.56	47,722	22.94	1835.48	47,902	23.03	1842.40
C	49,677	23.88	1910.67	49,857	23.97	1917.59	50,038	24.06	1924.52	50,217	24.14	1931.44	50,397	24.23	1938.36
LC-A	45,653	21.95	1755.89	45,833	22.04	1762.81	46,013	22.12	1769.74	46,193	22.21	1776.66	46,373	22.29	1783.58
B	48,040	23.10	1847.71	48,220	23.18	1854.63	48,401	23.27	1861.56	48,580	23.36	1868.48	48,760	23.44	1875.40
C	50,581	24.32	1945.41	50,760	24.40	1952.33	50,941	24.49	1959.26	51,121	24.58	1966.18	51,301	24.66	1973.10
CI-A	47,724	22.94	1835.54	47,903	23.03	1842.46	48,084	23.12	1849.39	48,264	23.20	1856.31	48,444	23.29	1863.23
B	50,833	24.44	1955.12	51,013	24.53	1962.04	51,193	24.61	1968.97	51,373	24.70	1975.89	51,553	24.79	1982.81
CA-A	50,110	24.09	1927.32	50,290	24.18	1934.24	50,470	24.26	1941.17	50,650	24.35	1948.09	50,830	24.44	1955.01
B	53,375	25.66	2052.88	53,554	25.75	2059.80	53,735	25.83	2066.73	53,915	25.92	2073.65	54,095	26.01	2080.57
CB-A	52,496	25.24	2019.09	52,676	25.33	2026.01	52,856	25.41	2032.94	53,036	25.50	2039.86	53,216	25.58	2046.78
B	55,916	26.88	2150.63	56,096	26.97	2157.55	56,276	27.06	2164.48	56,456	27.14	2171.40	56,636	27.23	2178.32
CC-A	53,451	25.70	2055.80	53,630	25.78	2062.72	53,811	25.87	2069.65	53,991	25.96	2076.57	54,171	26.04	2083.49
B	56,933	27.37	2189.73	57,112	27.46	2196.65	57,293	27.54	2203.58	57,473	27.63	2210.50	57,653	27.72	2217.42

APPENDIX "B"

PHYSICAL FITNESS STANDARDS

In accordance with the attached letter of agreement wherein a committee established consisting of management and members of the unit will agree on physical fitness profiles for various age groups within the unit, physical fitness standards will be applied to all members of the unit.

Unit members will be required to watch as closely as possible the physical profile as established for age, height, weight and other criteria as agreed to by the parties. Such profile determination shall be based upon the results of an annual physical examination by the City's Health Officer and by such other means as prescribed by the Health Officer and as necessary follow up to the annual exam.

If during the course of said examination it is determined that the employee does not meet physical standards to the extent that the employee's health could be in jeopardy and poses exposure of a health risk liability to the City as well as the employee, said employee will be referred to a health treatment program supervised and administered by health care professionals as prescribed and determined by the City's Health Officer.

Unit members entering the unit on or after January 1, 1990, will be required to participate and cooperate in such treatment and/or fitness program as a condition of employment. Unit members prior to January 1, 1990, will be strongly encouraged to participate for health safety reasons, but will not be subject to sanctions imposed by a condition of employment.

It is the intent of the parties to encourage physical fitness as being a condition of employment and to promote good health and safety habits for the benefit of the individual, the City and the public they serve. Therefore, physical fitness standards as developed by the parties and subject to modification from time to time by mutual consent of the parties is intended to encourage and maintain positive peak physical conditioning of all members of the unit.