6/30/90

Agreement Between

CITY OF SAGINAW

And The

Saginaw, City of

LABOR COUNCIL

MICHIGAN FRATERNAL ORDER OF POLICE

POLICE OFFICERS BARGAINING UNIT

Effective July 1, 1988

Through June 30, 1990

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AGREEMENT

THIS AGREEMENT, entered into this 1st day of July, 1988, between the City of Saginaw, a municipal body corporate of the State of Michigan, hereinafter referred to as the "Employer" and Labor Council, Michigan Fraternal Order of Police, hereinafter referred to as the "Union," expresses all mutually agreed covenants between the parties heretofore.

PREAMBLE

THIS AGREEMENT, entered into by the Employer and the Union has as its purpose the establishment of rates of pay, hours of work and other specified conditions of employment.

The parties ascribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin, political or Union affiliation.

ARTICLE I
RECOGNITION, NON-INTERFERENCE, NON-DISCRIMINATION

Section 1. Recognition. Pursuant to and in accordance with all applicable provisions of Act. No. 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole, exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of work and other specified conditions of employment, during the term of this Agreement for those employees of the Employer in a bargaining unit consisting of: "All full-time sworn police officers, but excluding the Chief of Police, Deputy Chiefs, Lieutenants and Sergeants."

Section 2. Non-Interference. The Employer will not interfere with or discriminate in any way against any employee in the above bargaining unit by reason of his membership in the Union, or activity required by this Agreement, nor will the Employer aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

Section 3. Non-Discrimination. No persons employed in the City police bargaining unit covered by this Agreement shall be discriminated against because of race, religion, sex, creed, color or national origin. The Employer and the Union ascribe to non-discriminatory practices and will encourage applicants for City employment from all racial, religious and nationality groups. The City shall take steps to assure that employment assignments and promotions are given on an equal non-discriminatory basis. Membership in the Union shall be open to every employee covered by this Agreement on a non-discriminatory basis.

ARTICLE II
UNION RIGHTS

The Union as the sole and exclusive bargaining representative of the employees shall have the rights granted to them by P.A. 336 of 1947, amended from time to time, and by other applicable Michigan Public Acts of 1965, as amended from time to time, and by other applicable Michigan Statutes now or hereafter enacted except as expressly limited by terms of this Agreement.

ARTICLE III
MANAGEMENT PREROGATIVES

Except when limited by the express provisions elsewhere in this Agreement, nothing in this Agreement shall restrict the City in the exercise of its function of management under which it shall have among others the right to hire new employees and to direct the working force, to discipline, suspend, discharge for cause, transfer or lay off employees, require employees to observe City and departmental rules and regulations, to decide the services to be provided the public, the type and location of work assignments, schedules of work, work standards, and the methods, processes and

procedures by which such work is to be performed. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City shall be limited by other provisions of this Agreement as well as by the Constitution and the laws of the State of Michigan and the Constitution of the United States.

ARTICLE IV
DUES AND DEDUCTIONS

Section 1. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or discontinue their membership in the Union as they see fit. Neither the Employer nor the Union shall exert any pressure upon or discriminate against any employee with regard to such matters. The Union further agrees not to solicit Union membership and not to conduct activities, except as otherwise provided for by the terms in this Agreement, during working hours of the employees or in any manner that may interfere with employees engaged in work.

Section 2. During the period of time covered by this Agreement, the Employer agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required; provided, however, that the Union presents to the Employer written authorization properly executed by each employee allowing such deductions and payments to the Union. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and Bylaws of the Union. Each employee Union member hereby authorizes the Union and the City without recourse to rely upon and to honor certificates by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues and/or initiation fees. The Employer agrees, during the period of this Agreement, to provide this check-off service without charge to the Union.

All employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For new employees, the payment shall start thirty-one (31) days following the date of employment.

Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.

SAVE HARMLESS CLAUSE

The Union shall indemnify and save the Employer harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Employer for purposes of

complying with this article and the City shall be entitled to unilaterally cease said deductions upon said section being judicially determined to be invalid.

ARTICLE V
UNION ACTIVITIES

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 any lawful view, grievance, complaint or opinion related to any conditions of employment, free from any restraint, interference, coercion, discrimination or reprisal or the threat thereof.

Section 2. Union employees on each shift shall elect a Steward who is a regular employee working on that shift to represent them. Union employees on each shift may also elect an Alternate Steward who is a regular employee working on that shift to represent them in the absence of the Steward.

The Steward, or the Alternate in the Steward's absence, during regular working hours, without loss of time or pay, in accordance with the terms of this article may investigate and present grievances to the Employer, upon having received permission from his supervisor to do so. The supervisor shall grant permission within a reasonable time after the first hour of the shift or upon completion of the Steward's immediate task subject to necessary emergency exceptions. The privilege of the Steward leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. Penalty for abuse shall be disciplinary action.

The Steward and Alternate Steward shall be required to record time spent in the investigation and processing of grievances. All such Stewards shall perform their regular assigned work at all times except whenever necessary to leave their work to process grievances as provided herein.

Section 3. The Union will furnish the Employer with the names of its authorized representatives and members of its committee who are employed within the unit and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing.

Section 4. In addition to the above Stewards, employees in the bargaining unit shall be represented by one (1) Chief Steward who will be elected in a manner determined by the members of the bargaining unit.

The Chief Steward will have the time necessary to act in conjunction with the Shift Stewards in investigating and processing grievances and coverage of the bargaining unit members, department-wide.

He shall request permission of his immediate supervisor when leaving his work assignments and such permission shall be granted to attend meetings and conferences in accordance with the above provisions.

The privilege of the Chief Steward leaving his work during working hours without loss of pay is subject to the understanding that the time will be devoted to the above described function and will not be abused.

The Chief Steward may select an Alternate Chief Steward from the Shift Stewards. The Employer shall be advised of the selection. The Alternate Chief Steward may act on behalf of the Chief Steward during periods of his/her absence.

It is understood that the elected Chief Steward will be assigned to regular rotation on days.

Section 5. Grievances may be handled by a Grievance Committee. The number of members of the Grievance Committee participating in the processing or hearing of any grievance shall normally not exceed three (3), including the aggrieved employee, for any one grievance. Members of the Grievance Committee engaged in the processing or hearing of any grievance during their regularly scheduled work 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, including the aggrieved, be paid for participating in any one session. Exceptions to the number of the Committee may be increased if mutually agreed to by the parties.

Section 6. Employees covered by this Agreement who have been elected by the bargaining unit shall be compensated at their regular rate of time lost from work during their regular working hours while on official Union business in negotiation sessions with the Employer and without requirement to make up said time (not to exceed four (4) employees).

Section 7. The Union may 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 for such meeting is received from the Chief of Police or his designated representative.

Section 8. Civil Service Meetings. The City will allow the Chief Steward or his designee to attend any and all Civil Service meetings and/or hearings without loss of pay.

ARTICLE VI
WORK HOURS

Section 1. The normal work week shall consist of five (5) consecutive days on duty and two (2) consecutive days off.

Section 2. The workday shall consist of eight (8) consecutive hours per day. An employee shall be entitled to a twenty-five (25) minute lunch break per eight (8) hour shift. The lunch break so provided above shall be granted as the work load permits. No lunch period shall be approved to start sooner than one (1) hour after the beginning of a shift or less than one (1) hour before the end of the shift. In the event an employee is not granted a lunch break during his/her eight (8) hour shift, said employee shall be granted twenty-five (25) minutes of compensatory time at straight time.

Section 3. Overtime pay shall be one and one-half (1-½) times the hourly rate for all hours in excess of eight (8) hours in any twenty-four (24) hour period or forty (40) hours in any weekly pay period. 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.

Patrol Service employees who attend roll call shall be entitled to one-half (1/2) hour comp time per week, except when on vacation for a full week or more.

The Shift Commander or investigation division supervisor or a delegated representative shall determine and approve all overtime before it is worked.

Nothing contained herein shall prohibit the employee from electing compensatory time off in lieu of overtime pay at the option of the employee.

No employee shall be entitled to accumulate more than four hundred eighty (480) hours of such compensatory time without approval of the Employer. Once having elected either alternative the employee may not thereafter request the remaining alternative without approval of the Employer.

Requests for compensatory time off shall be honored on a first come first served basis.

A request for compensatory time off may be denied by an employee's shift commander (or appropriate Investigation Division supervisor), if the granting of such request would be detrimental to the operation of the shift and/or division.

An officer denied a request for compensatory time off shall be entitled to receive the denial in writing if he so elects.

Employees are encouraged to use compensatory time before the last day of work prior to retirement. Compensatory time shall be paid in cash pursuant to Article XVI, Section 17 of this Agreement.

Section 4. Employees who are scheduled to work and are permitted to report for work without having been notified that there will be no work shall be credited with two (2) hours of pay.

All employees covered by this Agreement who are called in and report for duty outside of their regularly scheduled shift shall be compensated for at least two (2) hours at the rate set forth in Section 3 of this article.

Section 5. The basic shifts for patrol officers of the Uniformed Division not assigned to the Traffic Section or Special Operations section will be 7 a.m. to 3 p.m.; 8 a.m. to 4 p.m.; 3 p.m. to 11 p.m.; 4 p.m. to 12 a.m.; 11 p.m. to 7 a.m.; 12 a.m. to 8 a.m. An umbrella shift from 8 p.m. to 4 a.m. shall exist. Shifts for investigative personnel are 8 a.m. to 4 p.m.; 9 a.m. to 5 p.m. and 4 p.m. to 12 a.m. (vice). See Appendix C.

The basic shift hours shall not be changed except by mutual agreement of Employer or Union except in the event of emergencies.

Work and shift schedules shall be posted by the City by the fifteenth (15th) day of the month, but in no event shall they be posted later than the twentieth (20th) day of the month preceding the month in which it is to be effective.

Section 6. Shift Preference. After one (1) year of seniority, employees may be considered for shift preference upon making written application after having worked in their assigned shift for at least three (3) months.

A. Seniority shall be recognized as a primary basis for shift preference provided it will not be detrimental to the operation of the Police Department. The Employer will consider such requests and shall grant those changes that in its view will not be detrimental.

B. No shift shall consist of more than 40 percent or the nearest greater feasible percentage thereto of those assigned who have two (2) years or less of seniority.

C. The shift assignments chosen hereunder shall be effective the first week of January of each year. Choice of shifts, whether made upon said date of said notice or during said one-year period, shall remain in effect until the next posting date.

D. An employee is considered eligible to exercise shift preference at the first selection period after he has completed one (1) year as a sworn officer. An employee transferred to the Uniform Division will exercise his shift preference by the seniority provisions contained in this section at the next monthly change of detail.

E. Shifts which are established other than those specified in this Agreement shall be offered employees in the same manner described in this article. If no applications are received to fill such shifts, the Employer may order the least senior employees to the shift providing that such assignment shall comply with Section 3.

Section 7. Any employee covered by this Agreement who critically or fatally wounds a suspect as a result of an action arising out of and in the course of his or her employment with the City shall immediately thereafter be reassigned to the Internal Affairs Section for a minimum period of three (3) workdays, for investigative purposes involving that specific case.

The assignment may only be extended beyond the three (3) workday period at the discretion of the Chief of Police.

ARTICLE VII
LAYOFFS AND PROMOTIONS

Promotions and layoffs in the Police Department shall be made under the provisions of Act 78 of the Public Acts of 1935, as amended, except as provided in Articles VIII and IX and Appendices G and H.

ARTICLE VIII
LAYOFF AND RECALL

Section 1. In the event Act 78 is no longer applicable to the bargaining unit, layoffs and recalls shall be made in accordance with the provisions contained herein.

Section 2. In the event of layoffs, employees will be laid off according to departmental seniority with the least senior employee being laid off first.

Section 3. Probationary employees will be laid off first.

Section 4. Employees on layoff shall have rights to recall, such employees will be called back in inverse order of layoff, notice of recall shall be sent to the employee's last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from the date of mailing of the notice of recall, he shall be considered to have voluntarily quit. Laid off employees are responsible for notifying the Employer of their current address.

Section 5. Employees who are promoted to the rank of sergeant and are subsequently laid off shall have the right to "bump" back into the patrolman classification. When bumping into the patrolman classification, the "bumping employee" shall displace the least senior employee in the patrolman classification having less departmental seniority than the "bumping employee."

Section 6. To determine whether the "bumping employee" has more seniority than the employee being bumped, total department seniority shall be measured.

Section 7. Laid off employees shall be notified, in writing, by the Employer, at least thirty (30) days in advance of the effective date of layoff.

Section 8. An employee shall lose rights of recall when he/she has been laid off a continuous period of time equivalent to his/her seniority or five (5) years, whichever occurs first.

Section 9. When an employee is recalled, he/she shall comply with the City's residency requirement.

ARTICLE IX
PROMOTIONAL PROCEDURES

Section 1. All promotions to the position of sergeant shall be made utilizing assessment center methodology. The assessment center testing process shall be conducted by an agency mutually selected by the Employer and the Union.

Section 2. Employees must have a minimum of five (5) years of service to be eligible to test for the position of sergeant.

Section 3. The Employer will notify all eligible employees thirty (30) days in advance of the test of the place and time of the applicant screening exam, and employees must respond, in writing, not less than two (2) weeks in advance of such exam, notifying the Employer of their intent to take said test.

Section 4. The testing agency, as selected by the Employer and the Union, shall administer a written examination. Applicants must attain a passing score of seventy percent (70%) on the written examination to be eligible to proceed with and in the subsequent assessment promotional process.

Section 5. The testing agency, after input from the City on the selection of members of the Assessment Center panel and on the areas to be tested, will development and administer the testing process.

Section 6. The employee achieving the highest cumulative score in the assessment promotional process shall be awarded the promotion.

Section 7. All "ties" as a result of the testing process will be broken on the basis of seniority in his/her immediately preceding classification.

Section 8. An employee who is promoted to the position of sergeant will be considered probationary for a period of six (6) months.

During the probationary period, if the employee's performance is unsatisfactory, the employee may be returned to his/her former classification with no loss of seniority. However, return to former classification shall be not available to probationary employees discharged for cause.

Within the first six (6) months of date of promotion to sergeant, an employee may also request to return voluntarily to his/her former classification with no loss of seniority.

ARTICLE X
DISCIPLINE AND DISCHARGE

Section 1. The Employer shall only suspend or discharge any employee for just cause. The Employer and the Union mutually agree in the concept of progressive discipline with respect to suspension or discharge. Suspension or discharge must be by proper written notice to the employee and the Union and the Employer shall cite specific charges against the employee.

Section 2. The suspended or discharged employee will be allowed to discuss, in an appropriate private area, the suspension or discharge with a local Union Steward. Upon request, the Employer or the Employer representative will discuss the suspension or discharge with the employee and the Steward.

Section 3. It is understood that conduct of discussions described herein shall not interfere with the Employer's operations. Should the suspended or discharged employee consider the suspension or discharge to be improper, a grievance may be presented in writing through the Steward to the Chief within five (5) working days.

Section 4. Grievances involving suspension or discharge may be initiated at Step 3 of the grievance procedure. Employees who may be subject to suspension or discharge may have their Steward present at all stages of the disciplinary process.

Section 5. In the event criminal charges are contemplated against the employee, the provisions of Article XL shall be followed.

ARTICLE XI
EMPLOYEE TRANSFERS

Section 1. Lateral transfers in this Agreement means transfers between two (2) positions of the same classification and does not include assignments made through the promotional procedure. Lateral transfers may also be made due to medical limitations.

Section 2. Employees shall be given an opportunity to rotate from the Patrol Section to the Special Operation and Investigations Section, SRO, IB, Crime Analysis, and Crime Stoppers (hereafter referred to as non-patrol) of the bargaining unit where the services of patrol personnel are utilized.

Section 3. A minimum of four patrol officers shall be rotated to non-patrol assignments each fiscal year unless the parties mutually agree otherwise.

Section 4. The normal progression of transfer through the various non-patrol sections shall include a return to patrol duties for a minimum of 24 months upon transfer from any of the non-patrol sections. This 24-month requirement may be waived or modified by mutual agreement of the parties.

Section 5. Participation of any patrol officer shall be voluntary. Management reserves the right to select the non-patrol sections from which personnel shall be rotated; provided, however, volunteers from such sections shall be considered for rotation first and, if an insufficient number of qualified volunteers exist, the Police Chief shall select the person(s) to be rotated as follows:

A. Persons with the greatest length of unbroken, continuous service in the non-patrol section in question shall be involuntarily transferred first;

B. Exceptions to A above will be allowed for up to 12 months at the discretion of the Police Chief; thereafter persons so excepted shall be subject to rotation.

Section 6. The selection of officers for transfer from the Patrol Section to a non-patrol section shall be from a ranked list of eligible candidates. Unless the Police Chief agrees otherwise, an officer so selected shall serve at least 12 consecutive months in the non-patrol assignment before being eligible for transfer or rotation under this Article.

Section 7. The establishment of the transfer eligibility list and the ranking thereon will be accomplished through the use of oral interviews conducted by an oral interview board, the makeup of which shall be jointly determined by the Chief of Police and the Union. The transfer eligibility list shall be valid for 24 months after creation unless mutually agreed otherwise.

Section 8. The City will post a notice that applications for transfer are being accepted and will provide the employees with the forms necessary to indicate which of the non-patrol sections they desire to transfer to. Applications for oral interviews will be taken for a period of 15 calendar days. Oral interviews shall be conducted and the transfer eligibility list will be posted within 90 calendar days of the end of the application period. The City Personnel Division will supply interview forms.

Section 9. The parties understand that by agreeing to this Transfer - Rotation Policy, the City is not limiting its rights to transfer employees outside the terms of this policy for such reasons as ability to perform available work, disciplinary measures, needs of the Police Department, or other reasons, provided the Chief will not exercise his discretionary powers of transfer in an arbitrary or capricious manner.

ARTICLE XII
SENIORITY

Seniority of a new officer shall be commenced after the officer has completed his probation period and shall be retroactive from date of employment. Re-employment shall be covered by Civil Service rules.

A seniority list of all officers shall be furnished to the Union by the City once a year.

Seniority shall be considered in granting temporary transfers to fill vacancies, providing the employee requesting such transfer has the ability to perform in such classification. In granting or denying such request, the Police Chief shall not be arbitrary or capricious.

A. Seniority shall not be affected by the race, color, creed, age, sex, marital status, or dependents of the employee.

B. The seniority list of the date of this Agreement will show rates, names and job titles of all employees of the unit entitled to seniority according to classification.

The Employer will not use an employee in a classification in which he is not classified if another employee is laid off therefrom, except in the case of emergency.

An employee shall lose seniority for the following reasons only:

A. The employee quits, retires or receives a pension under the City Retirement System.

B. The employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

C. The employee is absent for three (3) consecutive working days (voluntary quit) without notifying the Employer.

In proper cases, exceptions shall be made upon the employee producing convincing proof of his inability to give such notice. After such absence, the Employer will send certified written notification to the employee at the last known address that because of the employee's unexcused absence the employee has voluntarily quit and is no longer in the employ of the City.

A. If the employee does not notify the Employer within seven (7) days after receipt of certified written notification to return to work after layoff, as to the date when the employee will return, which must be within two (2) weeks after the delivery of such notice to the employee's last known address. Exceptions shall be made upon the employee producing convincing proof of his/her inability to return as required.

B. Return from sick leave and leaves of absence will be treated the same as "C" above.

C. Any other severance of employment (example: death).

ARTICLE XIII
GRIEVANCES AND GRIEVANCE PROCEDURE

Section 1. Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance under the provisions set forth below.

Step 1. Step 1 shall involve submission of an oral complaint to the employee's shift commander (or appropriate supervisor in the Investigation Division) within five (5) days of the event or incident. A Steward may be present and assist.

Step 2. In the event the grievance is not satisfactorily resolved at Step 1, a written grievance shall be filed at Step 2 with the

Deputy Chief within ten (10) days of the event or incident. The Deputy Chief shall give his written answer within five (5) days.

Step 3. If the Deputy Chief's answer is unsatisfactory, the grievance may be appealed, in writing, at Step 3 to the Chief of Police within five (5) days from the receipt of the Step 2 answer. The Chief shall have five (5) days in which to reply in writing.

Step 4. If the Chief's answer is unsatisfactory, written appeal may be taken at Step 4 to the City Manager or his designee within five (5) days. The City Manager or his designee shall have ten (10) days in which to answer in writing. Prior to submission of the grievance at this level, the grievant shall elect whether he desires to proceed under Act 78 or, under the grievance article, to arbitration in the event the City Manager's answer is unsatisfactory.

Step 5. In the event the City Manager's answer does not resolve the grievance, a written appeal to arbitration may be taken within ten (10) working days of receipt of the City Manager's written answer if Act 78 jurisdiction is waived. All arbitrators included in the Federal Mediation and Conciliation Service list of seven (7) shall be active members in good standing of the National Academy of Arbitrators. The parties shall have five (5) days in which to agree to an arbitrator and if agreement cannot be reached, an arbitrator shall be selected or designated pursuant to the rules of the Federal Mediation and Conciliation Service. The award of the arbitrator shall be final and binding and the costs of the arbitration shall be borne equally by the parties.

Section 2. The time limitations above set forth may be extended by mutual written agreement. Saturdays and Sundays shall be excluded from the time limits.

Section 3. If either party fails to comply with the time limits of this article, the other party may submit a written request for arbitration within thirty (30) days from the date when the grievance was originally filed.

Section 4. It is agreed by the parties that the arbitrator shall have no power to modify or detract from the terms of this Agreement.

ARTICLE XIV
RULES AND REGULATIONS

The City of Saginaw shall retain the right to issue, through the Chief of Police, rules and regulations governing the conduct of the Police Department.

ARTICLE XV
LEAVES OF ABSENCE

Section 1. Employees may be eligible for unpaid leaves of absence after one (1) year of service with the Employer. Leaves of absence are for employees who, in addition to their regular sick and vacation time, require time off from their employment.

Section 2. Any request for a leave of absence shall be submitted in writing by the employee to the Employer. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. However, no leave of absence shall be granted primarily for the purpose of seeking other employment.

Section 3. Authorization or denial for a leave of absence request shall be furnished to the employee by the Employer, and it shall be in writing. Employer shall not be arbitrary in its decision.

Section 4. An employee on an approved leave of absence will retain his or her seniority. However, the seniority of an employee will not accumulate while the employee is on an approved leave of absence beyond thirty (30) days.

Section 5. Further extension beyond the return date designated may be granted if such extension of time is necessary and just. The Employer shall not be arbitrary in its decision.

Section 6. Emergency Leave. Leaves of absence without pay for periods not to exceed three (3) days may be approved by the Department Head. Leaves of absence without pay for more than three (3) days must be approved by the City Manager before leave is taken, except in emergency situations where advance notice is impossible. In such cases retroactive approval may be granted.

Section 7. Military Leave. Employees who enter the military service of the United States shall be granted leaves of absences 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 leave shall be granted only upon advance notice of one (1) week to the Employer.

Section 8. Jury Duty. Any 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 by working his regular shift during straight time hours that day and the daily jury duty fee paid by the courts (not including traveling allowances or reimbursement of expenses) for each day on which he/she reports for or performs jury duty, and on which he/she otherwise would have been scheduled to work for the Employer. If jury duty falls outside

regular shift, no reimbursement shall be made. Seniority will continue to accrue while on jury duty.

Section 9. Employees required by a public agency other than the City of Saginaw to appear before a court or such agency on matters arising out of the lawful and proper performance of their duties as Saginaw police officers and in which they are personally involved shall be granted a leave of absence with pay for the period during which they are so required to be absent from work.

Employees entitled to paid leave of absence shall be paid the difference, if any, between the compensation they receive from the court or agency and the wages they would have earned during the time necessarily spent in such appearances. Employees will receive full pay for the necessary leave period after turning over any witness fees to the Employer.

Section 10. An employee wishing to further his education in his chosen profession may be granted education leave for a maximum of one (1) year without pay.

Section 11. Funeral Leave. In case of death in his/her immediate family, a permanent, full-time employee may be granted leave of absence with pay for the workdays falling within the period between the time of the death and the day of the funeral, not to exceed three (3) days.

Immediate family is defined as: wife, husband, children, brother, sister, parents, parents-in-law, stepparents, grandparents, grandchildren, brother-in-law, sister-in-law, spouses' grandparents, and relatives residing in the same household shall be considered as immediate family.

ARTICLE XVI
GENERAL

Section 1. The City shall retain the right to prescribe the uniform to be worn and the equipment to be used by Police Department personnel. The City will furnish employees all necessary equipment and articles of clothing required in the performance of their duties, including, but not limited to:

Reefer Coat	Cap
Car Jacket	Helmet
Summer and Winter Trousers	Tie
Fur Hat	Whistle
Shirts	Badge
Raincoat	Cap Emblem
Sam Browne Belt	Holster
Side Arm	Riot Stick
Night Stick	Handcuffs
Kel Flashlight	Ammunition
Cartridge Case	Handcuff Case
Trouser Belts	Belt Ring and suitable containers for records

The remaining articles of the regulation uniform shall be supplied by the employee. All employees shall keep their uniforms in a clean and neat condition at all times.

Employees who regularly wear civilian clothing in the performance of their duties shall receive a clothing allowance of Six Hundred Dollars ($600.00) per year while assigned to such duties, payable on July 1st of each calendar year.

Section 2. Damaged or Destroyed Personal Property. In the event an employee covered by this Agreement, while in the course of his/her employment, losses, damages or destroys his/her prescription eyeglasses, dental items (bridges, dentures or caps), shoes, clipboard or watch, the City shall repair or replace, at its option, such item or items.

The maximum amount to be spent, however, for the repair or replacement of a watch shall be Twenty-Five Dollars ($25.00).

An employee, to be eligible for benefits under this section, shall be required to report the loss, damage or destruction of a covered item or items to his or her Shift Commander (or appropriate supervisor in the Investigation Division) prior to the end of the shift on which said damage or destruction occurs, unless he/she is physically unable to do so. In such cases the employee shall be required to make his/her report prior to the next shift he/she actually works.

Proof that an item has been repaired or replaced may be required, at the option of the City. Any damaged or destroyed item replaced by the City shall become the property of the City.

This section shall not apply to shoes that become unserviceable as a result of normal wear. The replacement or repair of such shoes shall be the responsibility of the employee.

The repairing or replacing of uniform items and equipment issued by the City shall continue.

Section 3. The parties to this Agreement shall re-establish a joint Safety Committee. This Committee shall consist of three (3) representatives of the Union, a representative of the Police Chief, the Police Training Officer and the City Safety Officer.

Further, this Committee shall meet monthly to review existing safety matters. It shall be the responsibility of the Police Chief to promulgate and enforce a written safety code in accordance with MI-OSHA regulations. Both parties agree that they will adhere to MI-OSHA regulations and decisions on matters of safety.

The purpose of such meetings will be to discuss existing and potential safety hazards and to make recommendations for improving such conditions. The meetings shall be held at City facilities and during the normal work hours. The Employer will reimburse all employees who suffer a loss of wages

because of attendance at such meeting. The Safety Officer will be on call for emergencies.

The Safety Officer will act as secretary responsible for convening meetings and maintaining records.

Section 4. The parties agree that records of service will be kept in the employee's personnel file and citations will be awarded in instances of meritorious performance, above and beyond the call of duty. The employee shall, upon request in the presence of the Employer, have access to this personnel file with the exception of the background investigation and oral rating materials.

Section 5. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force. The Union will arrange with the Employer for time and place prior to the occurrence of such visits.

Section 6. If a vehicle should be regarded as defective, an employee should immediately inform his immediate supervisor. If possible, the defect will be repaired at the garage with the immediate supervisor's approval. If not, the vehicle will be parked and remain parked until cleared by a mechanic as fit for road service.

Section 7. An employee who is injured while on the job and is required to leave the job by medical authority will be paid for the whole day.

Section 8. Any employee involved in any accident on duty shall immediately report said accident and physical injury to his immediate supervisor. The supervisor shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with the provision shall subject such employee to disciplinary action by the Employer.

Section 9. The Employer will provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for the use of the Union and the Employer. Only official notices are to be posted and Union notices must have the signature of the Union Business Representative or the Chief Steward for the Union. The Union will promptly remove from such bulletin boards, upon the written request of the Employer, any material which is detrimental to the Union-Employer relationship.

Section 10. Employees shall normally be granted a minimum rest period of eight (8) hours before having to report back to duty, except in situations arising from court time, shift changes and manpower shortages or emergencies.

Section 11. Should the Employer require any employee to be bonded, any premium involved shall be paid by the Employer.

Section 12. The employee and the Union representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of the employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times.

Section 13. The Employer shall grant biweekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

Section 14. The Employer will provide wash rooms and lockers for the changing and sorting of clothing. Lockers of individual officers will not be opened for inspection, except in cases of a court order, or with the permission of the individual officer and in the presence of the individual officer or his designated representative or a Steward.

Section 15. Court Time.

A. All employees covered by this Agreement who are subpoenaed or required to appear in court or before a drivers license board during the employee's off-duty hours shall be compensated for a minimum of two (2) hours pay at the appropriate rate called for in this Agreement. (See Article VI, Section 3)

B. All employees covered by this Agreement and who shall have been subpoenaed or required to appear in court in conjunction with his/her employment shall be paid as provided above and further provided that he/she shall have returned said subpoena and/or other proof of attendance to the Employer.

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

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

E. In the event that an off-duty employee is called in for the purpose of signing complaints he/she shall be credited with not more than one (1) hour of compensatory time off in lieu of any other compensation provided herein, with the exception that complaints signed at the County Prosecutor's Office which exceed this hour shall, upon proof of such time, be paid for the period over one (1) hour needed to complete the signing in accordance with Article VI, Section 3.

F. Any court appearance starting one (1) hour or less prior to a regular shift or court appearances commencing at the time of the end of a shift shall be considered as part of the workday and paid at time and one-half (1-1/2).

G. Any officer appearing in court while on sick leave or injury time shall not be entitled to additional court pay.

H. Nothing contained herein shall prohibit the employee from electing compensatory time off in lieu of call-in time at the option of the employee.

Section 16. Overtime Equalization. The Employer shall maintain an overtime equalization computer list which shall indicate the number of overtime hours worked by, or charged to, each employee on a year-to-date basis. This list shall be published and updated every two (2) weeks and be kept at the patrol desk for inspection by the employees. This list shall include all overtime worked or charged to each employee in connection with assigned duties as well as overtime for special events such as Civic Center, Race Track, Board of Education events (paid by the City or Board of Education), E.S.T. Activation. This list shall not include court time or training.

The supervisor or his/her designee will be the determining authority on the necessity of overtime.

The supervisor of the affected shift shall be responsible for contacting the necessary personnel needed for shift overtime. It is understood that the Chief Steward or his/her designee shall be responsible for contacting necessary personnel needed for all other overtime for the purpose of equalizing the overtime.

Refusal to accept overtime assignment will be treated as time worked, and the number of hours so refused will be credited to the employee for purposes of calculating hours worked.

Section 17. Compensatory Time. Consistent with the terms of this Agreement and the current practice of the Employer, employees shall be allowed to be paid accrued compensatory time upon their retirement or death.

ARTICLE XVII
VACATIONS

Full-time employees shall receive annual vacation, with pay, in accordance with the following provisions:

A. Less than 5 years service
23 working days per year

B. More than 5 years service, but less than 10 years service
25 working days per year

C. More than 10 years service
31 working days per year

Annual leave shall be accrued on a monthly basis; however, employees must satisfactorily complete six (6) months of the probationary period before being eligible to receive annual leave benefits.

Maximum vacation accumulation will be limited to that which accrues to an employee in two (2) years.

Vacation pay will be paid at the current rate of the employee (exclusive of shift premium). Current salary shall include any increase in salary schedule by reason of length of service, or any percentage increase which an employee is entitled to by reason of any increment plans.

Seniority shall govern the choice of vacation periods subject to reasonable scheduling requirements of the Saginaw Police Department, provided the senior employee makes his/her choice, by assignment of vacation time on or before the end of the scheduling period.

If any employee becomes ill and is under the care of a duly licensed physician or recognized practitioner during his vacation and the employee utilizes accumulated sick leave credits for the period of illness, his/her vacation for the number of days so utilized shall be rescheduled.

A vacation may not be waived by an employee and extra pay received for working during that period. If an employee is required by the Police Department to reschedule his/her vacation, then the provision on maximum accumulation shall not be invoked.

Coordination of requested vacation time and pass days shall not be prohibited.

ARTICLE XVIII
HEALTH INSURANCE

Section 1. The City shall provide to all full time regular employees covered by this Agreement and their dependents, health insurance equal to the following benefits and will pay the full traditional cost:

Blue Cross Comprehensive Hospital Care

Blue Shield Medical/Surgical MVF-1 Certificate with PREVENT and mandatory second opinion

Blue Cross Master Medical
($100/$200 per family deductible / 80% - 20% co-pay)

M.L. Rider, PPNV Rider, D.C. Rider and F.A.E. Rider

Blue Cross Prescription Drug Program $5.00 co-pay

Delta Dental of Michigan Plan C (Class I/Class II 50/50%)

Section 2. For all employees who retire after July 1, 1986, the City will pay the above hospitalization premium 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.

The retiree must have been under the City's Blue Cross-Blue Shield policy subsequent to the date of his/her retirement to be entitled to the benefits of this section.

Section 3. Retirees who retire before July 1, 1986, who become employed in any capacity shall have the following options. Retirees who retire after July 1, 1986, and 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 health insurance group coverage, they may transfer their coverage to that group. Retirees may then, in turn, transfer back to the City's Blue Cross-Blue Shield group coverage upon their separation from the other employer or upon reaching age sixty-five (65), whichever should occur first if no more than 30 days have elapsed before requesting such transfer.

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 coverage and does not receive health insurance benefits through another employer, said retiree may 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 if no more than 30 days have elapsed before requesting such transfer. Such re-entry shall be totally at the discretion of Blue Cross-Blue Shield of Michigan and shall be governed by their rules and regulations.

Section 4. The City shall pay the full cost of Blue Cross-Blue Shield (MVF-1) insurance coverage as is appropriate for Police Department retirees and their spouses after the retiree reaches the age of sixty-five (65) and qualifies for this coverage through Blue Cross-Blue Shield rules and regulations. No other benefits will be offered in lieu of these health insurance benefits in the event the retiree elects not to be covered.

Section 5. The City shall provide a dental program and shall pay the full cost per month towards the cost of the individual and family coverage under this program consistent with the arbitration award of Arbitrator Kruger in Case No. D80-D2424. The Employer agrees to assume increases over and above the stated dollar amount in costs of this program during the term of this Agreement with further increases after the term of this Agreement to be negotiable.

Effective July 1, 1988, the Employer shall provide to employees and their families, at no cost to the employees, Delta Dental Plan Orthodontics coverage at a 50% co-pay $1,200 life time maximum.

Section 6. The City shall provide, as of July 1, 1988, as an option to the traditional Blue Cross-Blue Shield of Michigan Health Plan offered to the employees enrollment in Blue Preferred Plan (PPO) or Health Plus of Michigan and Delta Dental Plan C. Employees in the bargaining unit prior to July 1, 1988, covered by Blue Care Network may remain covered by the Blue Care Network Plan.

Section 7. Health Insurance Opt-Out. Employees 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 Personnel Office will provide a form letter which can be completed by the spouse's employer.

Employees 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 8. 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.

Section 9. When a bargaining unit member dies as the result of a duty or non-duty related illness or injury and the surviving spouse receives a pension, then the City will provide health insurance to the surviving spouse unless the surviving spouse remarries or is employed and is eligible for health insurance coverage from his/her employer.

ARTICLE XIX
LIFE INSURANCE

The City shall assume the cost of term life insurance benefits with double indemnity provisions for all employees of the bargaining unit. Increases during the term of this Agreement will be assumed by the Employer and increases above and beyond the stated dollar amount arising outside the term of the contract to be negotiated.

Employees shall be insured in an amount equal to their base annual salary rounded to the next higher One Thousand Dollars ($1,000.00).

The coverage shall be adjusted each July 1st for any increase in amount.

Employees who retire after July 1, 1988, shall be provided with a $5,000 life insurance policy.

ARTICLE XX
RETIREMENT BENEFITS

Section 1. Employees in this bargaining unit shall participate in and receive the benefits of the Saginaw Police-Fire Retirement System as prescribed in the Saginaw City Charter and City Ordinance, which shall be controlling in the event questions arise regarding the interpretation of this Agreement.

Section 2. Effecting January 1, 1980, employees in this bargaining unit shall obtain vested pension rights once they have ten (10) years of credited service time in the pension plan identified in Section 1 above.

Section 3. Consistent with the award of Arbitrator Kruger in Case NO. D80-D2424, effective July 1, 1982, the following changes in the retirement benefit program shall be instituted:

A. Unused sick leave days will not be included but unused vacation days will be included in computing the final average salary.

B. The Employer is directed not to schedule vacation days in such a manner so as to reduce the final average salary. Bargaining unit members, however, are encouraged to take their vacation days to which they are entitled under the Agreement. The panel emphasizes that such saving of vacation days to enhance retirement benefits was not the intent of the parties when they originally negotiated vacation benefits into the Agreement.

C. The parties will negotiate the apportionment of any future increases in retirement costs which are incurred after July 1, 1988.

Section 4. Changes in the retirement benefit program described below have been included in a revised pension ordinance:

A. Effective July 1, 1989, the pension ordinance shall be amended to increase the multiplier from 2.4 percent (effective July 1, 1985), for each year of service to 2.5 percent for each year of service for the first 25 years of service and 2.25 percent for each year of service thereafter.

B. Effective July 1, 1985, employees may retire after 20 years of service regardless of their age.

C. Employees retiring on or after July 1, 1983, are not eligible to receive benefits under the Guaranteed Living Standard provision of the Pension Ordinance.

D. Eliminate the five-year re-employment restriction on restoring service credit in Section 113.1 of the Pension Ordinance.

E. (1) Effective July 1, 1988 and thereafter, Sections 115.2, 126.2 and 127.2 of the pension ordinance have been amended to include Police Patrolman.

(2) Effective July 1, 1988, Patrol Officers will be eligible for a deferred pension after eighteen (18) years of service and will be eligible to draw said pension after he/she would have had twenty (20) years of service, regardless of age. The Officer's pension will begin on the first day of the calendar month in which his/her application is filed with the Board of Trustees.

ARTICLE XXI
DEFERRED COMPENSATION

Employees in the bargaining unit shall be eligible to participate in the City-sponsored deferred compensation program.

ARTICLE XXII
POLICE PROFESSIONAL LIABILITY COVERAGE

Whenever any claim is made or any civil action is commenced against a member for injuries by an individual or for property damage caused by the officer, in the line of duty or while in the course of his/her employment and while acting within the scope of his/her authority, the City shall provide such member legal representation at the expense of the City. The City further shall hold each officer harmless from any and all such claims or judgments which may be granted by any court on a City, State or Federal level. The City shall further bear all expenses associated with the defense of any such claims or civil actions commenced against the officer including, but not limited to, attorney fees, court costs, injuries, damages, judgments and the cost of discovery proceedings.

ARTICLE XXIII
FIREARMS INCENTIVE PAY

Commissioned police persons will qualify for the Firearms Incentive Program by satisfying both a proficiency and an attendance requirement.

PROFICIENCY REQUIREMENT

A. During each six (6) month period beginning January 1 and July 1, an employee must qualify using a departmentally approved primary service revolver, on a course approved by the Training and Education Section, with a score of 70% or better.

B. The employee will be afforded reasonable opportunity to display proficiency at the Police Department Range, when staffed. Consid-

ering that, the Police Department range will be open three (3) days a week, at least from 8 a.m. to 4 p.m. and two (2) staggered days, at least 4 p.m. to 12 midnight.

C. The City will supply the ammunition for any chosen primary weapon that uses ammunition capable of being fired in a departmentally issued primary weapon.

ATTENDANCE REQUIREMENTS

A. During the six (6) month periods beginning January 1 and July 1, an employee attending and meeting the proficiency requirements in all of the six (6) months of the respective six (6) month periods shall receive additional compensation of Five Dollars ($5.00) for each month of the six (6) months.

B. During the six (6) month periods beginning January 1 and July 1, an employee attending and meeting the proficiency requirement in any five (5) of the respective six (6) month periods shall receive additional compensation of Five Dollars ($5.00) for each month of the five (5) months.

C. During the six (6) month periods beginning January 1 and July 1, an employee attending and meeting the proficiency requirement in any four (4) of the respective six (6) month periods shall receive additional compensation of Five Dollars ($5.00) for each month of the four (4) months.

ARTICLE XXIV
SELECTION OF VEHICLES

When selecting vehicles, the Employer shall take physical characteristics of the employee into consideration. As the employer replaces existing patrol cars, such patrol cars will be equipped with air conditioning.

ARTICLE XXV
REMUNERATION

$750 lump sum payment for each bargaining unit member upon ratification and City Council approval.

$500 lump sum payment for each bargaining unit member effective July 1, 1989.

Section 1. Salary Schedule. The salary schedule following and attached to this Agreement identified as Appendix A shall be considered a part of this Agreement. The following shall be in effect with this agreement;

A. Zero (0) percent wage increase for July 1, 1988.

B. Two (2) percent wage increase effective July 1, 1989.

Section 2. Shift Pay Differential. A shift premium of five percent (5%) shall be paid employees assigned to the second shift (a shift that begins on or after 12:30 p.m.). A shift premium of seven percent (7%) shall be paid to employees assigned to the third shift (a shift that begins on or after 8:30 p.m.).

The 7 a.m. - 3 p.m. and 8 a.m. - 4 p.m. shifts are the first shift; the 3 p.m. - 11 p.m. and 4 p.m. - 12 a.m. shifts are the second shift; the 11 p.m. - 7 a.m. and 12 a.m. to 8 a.m. shifts are the third shift. Employees working the umbrella shift of 8 p.m. - 4 a.m. shall receive the shift pay differential applicable to the hours of service which fall within the second and third shifts, respectively (three hours at 5% and five hours at 7%).

Section 3. Payment for Working in a Higher Classification. If an employee is required to work at a higher classification he/she shall receive the higher rate of pay. Shift seniority shall apply with the most senior employee on the shift in the classification immediately below the classification to be worked being offered the job on that shift, provided the officer is capable of performing the work.

ARTICLE XXVI
PHYSICAL EXAMINATION

Employees may be required to undergo medical examination by a City-designated physician at least once every two (2) years or more often if deemed necessary. An employee who receives a physical examination during scheduled working hours shall not suffer a reduction in wages. In the event an employee requests, and the City authorizes in writing, that such physical examination be conducted by his own physician, all costs thereof shall be borne by the employee.

ARTICLE XXVII
OFF-DUTY RESTRICTIONS

Any employee who will be less than one hundred (100) miles distant from his/her declared residence for more than twenty-four (24) hours shall inform the Police Department of an address or telephone number where that officer can be contacted in case of an emergency, provided such information is available prior to departure. Disciplinary consequences shall not attach to this provision.

ARTICLE XXVIII
SICK LEAVE AND INJURY TIME

Section 1. Sick Leave. Each permanent full-time employee may accumulate sick leave at the rate of twelve (12) working 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 he/she has been in the employment of the City for six (6) months. Should an employee be absent because of illness during this first six (6) months of employment, he/she may be placed on leave of absence without pay.

A. Sick leave may be accumulated if not used during the year accrued, but the total accumulation shall not exceed two hundred (200) days. Sick leave will not be deducted for any day on which an employee would not have regularly worked.

B. 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.

C. Employees, at their discretion, may donate sick days to another employee providing the employee making the donation retains a minimum of twelve (12) sick days in his or her own sick leave bank and provided further that the employee receiving the donation would otherwise be off from work without paid sick leave.

D. A certificate of inability to work by reason of illness by a licensed Doctor of Medicine, Osteopathy, 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/she shall be required to report to the City Clinic before returning to work. 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.

E. Absences for the purpose of taking physical examinations, consulting the draft board, to attend to an illness in the immediate family, and other justifiable absences in the judgment of the Department Head and/or City Manager may be considered proper sick leave up to no more than two (2) days per year.

F. Any employee who finds it necessary to be absent from his or her work shift due to illness shall notify his immediate supervisor prior to the beginning of that duty shift. The absence of any officer for three (3) consecutive workdays without notification shall be cause for disciplinary action.

Any officer appearing in court while on sick leave or injury time shall not be entitled to additional court pay.

An employee who is taken ill 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 while on vacation.

Section 2. Injury Time. Each permanent employee who is unable to work as a result of an injury arising out of and in the course of his employment, shall receive full pay for a period not to exceed four (4) weeks following date of injury and seventy-five percent (75%) of regular pay for any such time lost in the subsequent forty-eight (48) weeks, provided, however, that a committee composed of the City Manager, City Attorney and Health Officer may grant an additional twenty-five percent (25%) in individual cases upon a showing of merit during the forty-eight (48) week period; and provided further that the committee determination shall be reviewed at least once in each four (4) week period. Payment shall be made as follows:

Such an employee shall be paid an amount, which together with the weekly Workmen's Compensation benefits to which he may be entitled, shall equal in the case of salaried employees, his/her regular semi-monthly salary rate at the time of the injury. Further payments shall then be made as required under the provisions of the Workmen's Compensation Act (Act 10 of the Public Acts of 1912, First Extra Session, as amended). Provided that no employee, on or after the commencement date of any pension to which said employee may be entitled by reason of employment by the City of Saginaw, shall be entitled to further benefit as provided herein.

When an employee has been unable to work, as hereinbefore provided, for such time as to be entitled to Workmen's Compensation benefits for the first week of disability, said employee shall refund to the City an amount equal to the amount of Workmen's Compensation benefits payable for said first week of disability. It is intended hereby that no employee shall receive more than his/her regular biweekly salary or weekly wage by reason of the provisions of this section.

Sick leave and annual leave shall accrue while the employee continues to receive injury time benefits or the sick leave and annual leave shall cease to accrue while an employee is receiving Workmen's Compensation only. An employee who is eligible for injury time benefits and who becomes disabled or continues to be disabled after one (1) year from the date of an injury arising out of and in the course of his/her employment, may use one-half (½) day of accumulated sick leave for each workday of absence to supplement Workmen's Compensation benefits so that his/her regular biweekly benefits equal his/her biweekly salary rate at the time of the injury.

In order to receive injury leave benefits, the employee must contact the Health Clinic for an appointment.

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 Workmen's Compensation Act.

ARTICLE XXIX
SICK LEAVE UPON TERMINATION

Payment of one-half (½) the unused sick leave earned at death or upon the date of retirement shall be paid by the City up to the maximum of ninety-five (95) days, and one hundred (100) days effective July 1, 1989.

ARTICLE XXX
TRAINING

Section 1. Training Sessions. Employees attending required training sessions on their off time shall be paid at their straight time rate for the time actually spent in required training.

Section 2. Consistent with current established practice, the Employer shall pay for reasonable travel time spent in required training.

ARTICLE XXXI
EMPLOYER REQUIRED SCHOOLING

The Employer shall pay the tuition expenses and provide proper transportation for school designated. Employees will receive mileage of seventeen (17) cents per mile round trip if the class is held outside of Saginaw County and if transportation is not otherwise available.

Whenever an employee is required by the Employer to use his own personal vehicle in the line of duty and on the basis of the Employer, he shall be accorded mileage of seventeen (17) cents per mile.

ARTICLE XXXII
EDUCATIONAL ASSISTANCE AND INCENTIVE PROGRAM

The City shall provide an educational assistance and incentive program as described in the 1965 Proceedings of the Council of the City of Saginaw, pages 389-91. Under this program, reimbursement to employees for tuition for college level training related to law enforcement may be provided by the City. The percentage of reimbursement is 25% to 100% dependent upon the nature of the course taken and the number of academic credits accumulated by the employee. The program provides for the following:

5% for Associate Arts degree in Police Administration

10% for Bachelor of Arts or Bachelor of Science degree in Police Administration or Psychology. (Or a Bachelor of Arts degree in Sociology with major in Police Science from Saginaw Valley State College.)

12% for a Master of Arts degree in Police Administration.

This educational incentive pay plan shall be incorporated into the pay plan in a manner most convenient to the City.

This Article shall not apply to any employees hired on or after July 1, 1986.

ARTICLE XXXIII
OUTSIDE EMPLOYMENT

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 Workmen's Compensation. However, the above provisions shall not be operative unless and until the following employee responsibilities are met:

A. The outside employment must first be approved by the City and the above provisions shall apply only to employment so approved.

B. The employee must notify the City each time he commences his outside employment and when he ceases his employment for the day. The City shall designate an agent to receive such information.

The benefit extended above shall apply only to outside employment involving "police work." All outside employment shall be governed by Department rules and regulations and shall require prior approval of the Employer.

When opportunity for employment by vendors using the Saginaw City Civic Center arises the City will assist bargaining unit personnel volunteering to obtain such employment with such vendors by maintaining a list of volunteer police officers. Such voluntary employment opportunities shall be rotated and equalized among Police Department employees. The parties understand that such equalization shall in no way constitute employment by the City nor will it guarantee employment opportunities with vendors using the Civic Center. All arrangements shall be made directly with the vendors concerning application of wages, hours and working conditions. This provision also applies to employment by the Board of Education.

Work assigned by the Department at the race track and fairgrounds, and not part of a regular shift, is not considered to be outside employment, but will be handled in accordance with overtime provisions of Article XVI - Section 18 and paid at the rate of time and one-half (1-½).

ARTICLE XXXIV
LIAISON COMMITTEE

It is recognized that the most efficient and harmonious operation of the Police Department will be facilitated through open and candid discussion of problems of mutual concern to the Employer and the Union. To accomplish this end, a Liaison Committee shall be established as soon as practicable. The Committee shall be composed of the Police Chief, the Police Training Officer, the Personnel Director and a representative from the Office of the City Manager, as well as four (4) members to be chosen by the Union. This Committee shall meet within a reasonable time to discuss such matters as: use of two-man patrol cars, police recruitment and promotional practices, incentive pay standards, civil service, and physical fitness standards.

DEFINITION

The Liaison Committee is not a grievance committee. The subjects covered by this Committee shall be broad policy and procedural matters that deal with the general operation of the Department. Such subjects to be reviewed only after prior discussion with the Chief of Police. The meetings shall be conducted in a business-like manner with an agenda and minutes. Items to be discussed shall be filed with the Personnel Office, the Chief of Police, or the Chief Steward of the Union at least two (2) days prior to the meeting and the recommendations shall be advisory in nature and shall not dilute any management prerogatives and the Committee shall make periodic reports to the City Manager.

ARTICLE XXXV
RENTAL PROPERTY

All employees in the bargaining unit shall disclose, on forms provided by the City, any ownership interest they may have in any real property in the City of Saginaw which is rented, provided that such information shall be considered confidential and retained within the employee's personnel file.

ARTICLE XXXVI
RESIDENCY PROVISO

If at any time while this Agreement is in effect, the residency requirement as a condition of employment by the City of Saginaw is waived, dismissed, or otherwise rendered unenforceable, as a result of either a change in the law or as one of the conditions of contractual agreement between the City and any of its bargaining units, then the requirement shall be waived for the members of the Union.

ARTICLE XXXVII
CITY TO PROVIDE COPIES OF AGREEMENT

The City shall provide all present and future employees a copy of this Agreement.

ARTICLE XXXVIII
REOPENING

This Agreement may be revised, amended, or otherwise altered to include new agreements or to effect changes in language if and when agreed to by the Employer and the Union; provided, however, it shall not be obligatory on either party to reopen during the life of this Agreement.

ARTICLE XXXIX
UNIFORM CLEANING

The City shall continue to pay the cost of cleaning uniforms.

ARTICLE XL
EMPLOYEE RIGHTS

The wide-ranging powers and duties given to the Police Department and its individual officers, on and off duty, involve them in all manner of contacts and relationships with the public. From these contacts come questions concerning the actions of individual police officers. These questions often require investigation by superior officers and/or the Internal Affairs Division. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:

A. At no time shall any member of the Union who is the subject of an Internal Affairs investigation be required to answer to any allegation(s) of misconduct unless said allegation(s) has been reduced to writing and the member has been provided a copy of the allegation(s) and an opportunity to read same before answering any questions or making any statement regarding the allegation(s). Further, at his/her request, the member shall have the right to representation from an attorney of his/her own choice at his/her own expense and to have said attorney present during the time any answers are given or statements made.

B. If at any time during an Internal Affairs investigation a member becomes accused of having committed an act which may result in a recommendation for intradepartmental discipline or a recommendation to file for criminal charges, said member shall also have the right to counsel or representation by his/her Union Steward.

C. If at any time during an Internal Affairs investigation a member becomes suspected of having committed an act which may result in criminal charges being filed against him/her, the Union member shall be advised of his/her rights (Miranda Warning) prior to any further questioning.

D. At no time shall any member of the Union be required to take a polygraph test to prove or disprove any allegation(s) made against him/her unless he/she so desires.

E. Interviews shall be conducted under circumstances devoid of intimidation or coercion and shall not otherwise violate the officers' constitutional rights.

F. Interviews of police officers shall be attended only by those persons permitted by this Agreement and City officials.

G. The officer, upon request, will be furnished with a copy of the report of the Internal Affairs Division's investigation which will contain all material facts of the matter.

H. When the investigation results in a determination of a sustained complaint and disciplinary action, only the findings and the disciplinary order may be placed in the officer's personnel file.

I. Upon the initial receipt of a citizen complaint, all such reports will be titled "Citizen Complaint" and an incident number assigned. No other title will be given to any incident report against an officer by a citizen until such time as the Internal Affairs Division has completed its investigation. If, upon completion of the investigation, there is a recommendation to file for criminal charges, a supplemental report may be filed amending the initial incident to reflect the proper title pursuant to the nature of the recommended criminal charges.

ARTICLE XLI
SEVERABILITY CLAUSE

If any article or section of the Agreement or any portion thereof or any addendum to this Agreement or portion thereof should be rendered invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article, section, or addendum to the Agreement should be reinstated by such a tribunal, the remainder of this Agreement and any addendums thereto shall not be affected thereby.

If the provision rendered invalid deals with a mandatory topic of bargaining as provided by State law, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such a provision, provided that no negotiations shall occur in instances in which a court of competent jurisdiction has, by its order, directed to the parties the manner in which they are to proceed in regard to the subject matter of the invalid provision and in instances where a statute invalidating a provision bestows a greater economic benefit upon Union members than the invalidated contract provision.

ARTICLE XLII
WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer 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 by this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XLIII
TERMINATION

This Agreement shall be effective from the date of execution and shall remain in full force and effect until the 30th day of June, 1990.

This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations until notice of termination is provided by either party.

IN WITNESS WHEREOF, the parties hereto have set their hands this 3rd day of October, 1988.

LABOR COUNCIL
MICHIGAN FRATERNAL ORDER OF POLICE

By _____
Ken Rosenstangel
Chief Steward

By _____
John Todd
Bargaining Team Member

By _____
Dave Bearss
Bargaining Team Member

By _____
Russ Howell
Bargaining Team Member

By _____
Patrick Rudy
Bargaining Team Member

By _____
Jerry D. Caster
Field Representative
Labor Council Michigan
Fraternal Order of Police

CITY OF SAGINAW

By _____
Delbert J. Schrems, Mayor

By _____
Bevelyn B. Bradley
Deputy City Clerk

APPROVED AS TO SUBSTANCE:

By _____
Vernon E. Stoner
City Manager

APPROVED AS TO FORM:

By _____
Roberta Szydlowski
City Attorney

APPENDIX A

PRL045B CITY OF SAGINAW 1989 F.O.P. COMPENSATION PLAN BY RANGE JULY 01 1989

BASE WITH LONGEVITY

RANGE & STEP	BASE PER STEP ANNUAL	HOURLY	BI-WKLY	AT 2% ANNUAL	HOURLY	BI-WKLY	AT 4% ANNUAL	HOURLY	BI-WKLY	AT 6% ANNUAL	HOURLY	BI-WKLY	AT 8% ANNUAL	HOURLY	BI-WKLY
P2-A	23,651	11.37	909.64	23,830	11.46	916.56	24,011	11.54	923.49	24,191	11.63	930.41	24,371	11.72	937.33
B	25,412	12.22	977.38	25,591	12.30	984.30	25,772	12.39	991.23	25,952	12.48	998.15	26,132	12.56	1005.07
C	26,293	12.64	1011.25	26,472	12.73	1018.17	26,653	12.81	1025.10	26,833	12.90	1032.02	27,012	12.99	1038.94
D	27,173	13.06	1045.12	27,353	13.15	1052.04	27,533	13.24	1058.97	27,713	13.32	1065.89	27,893	13.41	1072.81
E	28,935	13.91	1112.87	29,114	14.00	1119.79	29,295	14.08	1126.72	29,475	14.17	1133.64	29,655	14.26	1140.56
F	30,699	14.76	1180.74	30,879	14.85	1187.66	31,059	14.93	1194.59	31,239	15.02	1201.51	31,419	15.11	1208.43
PA-A	24,833	11.94	955.12	25,013	12.03	962.04	25,193	12.11	968.97	25,373	12.20	975.89	25,553	12.29	982.81
B	26,683	12.83	1026.25	26,862	12.91	1033.17	27,043	13.00	1040.10	27,223	13.09	1047.02	27,402	13.17	1053.94
C	27,607	13.27	1061.81	27,786	13.36	1068.73	27,967	13.45	1075.66	28,147	13.53	1082.58	28,327	13.62	1089.50
D	28,532	13.72	1097.38	28,711	13.80	1104.30	28,892	13.89	1111.23	29,072	13.98	1118.15	29,252	14.06	1125.07
E	30,381	14.61	1168.51	30,561	14.69	1175.43	30,741	14.78	1182.36	30,921	14.87	1189.28	31,101	14.95	1196.20
F	32,234	15.50	1239.78	32,414	15.58	1246.70	32,594	15.67	1253.63	32,774	15.76	1260.55	32,954	15.84	1267.47
PB-A	26,016	12.51	1000.60	26,195	12.59	1007.52	26,376	12.68	1014.45	26,556	12.77	1021.37	26,736	12.85	1028.29
B	27,953	13.44	1075.12	28,133	13.53	1082.04	28,313	13.61	1088.97	28,493	13.70	1095.89	28,673	13.79	1102.81
C	28,922	13.90	1112.38	29,101	13.99	1119.30	29,282	14.08	1126.23	29,462	14.16	1133.15	29,642	14.25	1140.07
D	29,890	14.37	1149.63	30,070	14.46	1156.55	30,250	14.54	1163.48	30,430	14.63	1170.40	30,610	14.72	1177.32
E	31,828	15.30	1224.16	32,008	15.39	1231.08	32,188	15.48	1238.01	32,368	15.56	1244.93	32,548	15.65	1251.85
F	33,769	16.24	1298.81	33,948	16.32	1305.73	34,129	16.41	1312.66	34,309	16.49	1319.58	34,489	16.58	1326.50
PC-A	26,489	12.74	1018.80	26,668	12.82	1025.72	26,849	12.91	1032.65	27,029	12.99	1039.57	27,209	13.08	1046.49
B	28,461	13.68	1094.67	28,641	13.77	1101.59	28,822	13.86	1108.52	29,001	13.94	1115.44	29,181	14.03	1122.36
C	29,448	14.16	1132.60	29,627	14.24	1139.52	29,808	14.33	1146.45	29,988	14.42	1153.37	30,168	14.50	1160.29
D	30,434	14.63	1170.53	30,613	14.72	1177.45	30,794	14.80	1184.38	30,974	14.89	1191.30	31,154	14.98	1198.22
E	32,407	15.58	1246.41	32,586	15.67	1253.33	32,767	15.75	1260.26	32,947	15.84	1267.18	33,127	15.93	1274.10
F	34,383	16.53	1322.43	34,563	16.62	1329.35	34,743	16.70	1336.28	34,923	16.79	1343.20	35,103	16.88	1350.12

APPENDIX B

SALARY PROGRESSION - LONGEVITY PAY

1. An officer who is promoted shall receive the minimum salary rate for the classification to which he is promoted or the lowest salary rate in the higher classification which will provide him with an increase in compensation; whichever is more.

2. 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 continuous full-time service.

It is provided that only the first Nine Thousand Dollars ($9,000) 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.

APPENDIX C

LETTER OF UNDERSTANDING

RE: SPECIAL OPERATIONS

Pursuant to mutual agreement, the basic vice hours (4:00 p.m. - 12:00 a.m.) as established in Article VI, Section 5 of the Collective Bargaining Agreement, will not be changed except by mutual agreement of the Employer and the Union. Provided, however, that the Union recognizes from time to time situations arise that necessitate deviation from these hours as set forth in the herein stated article and section. When such deviation is necessary due to work situations, the Employer may temporarily change the vice hours, but only for the duration of that situation giving rise to the necessity of change.

City of Saginaw

/s/T. Dalton
City Manager
2/23/81

Michigan Law Enforcement Union
Teamsters Local 129

/s/Larry D. Gregory
Business Agent, Local 129
2/23/81

APPENDIX D

The Employer/Union Committee is to meet and develop fitness standards and substance abuse testing guidelines.

APPENDIX F

SIDE LETTER OF AGREEMENT - COLA

This side letter of agreement incorporates the Act 312 arbitration finding of Richard Senter in Case No. L82-G-617, relative to the City's COLA program. Pursuant to the arbitrator's finding, the City's COLA program and alleged liabilities related thereto are eliminated, and the Union withdraws, with prejudice, its grievance No. 11-83 regarding continuation of COLA payments.

Mark A. Kennedy
For the City

For the Union

APPENDIX G
HIRING AND RECALL TO EMPLOYMENT

The Michigan Law Enforcement Union, Teamsters Local 129, (Union) recognizes the right of the City of Saginaw, Michigan, by its City Manager, (Employer) to unilaterally fill or not fill positions pursuant to the Collective Bargaining Agreement, Article III.

The Employer recognizes that a number of former members of the Michigan Law Enforcement Union, Teamsters Local 129, are currently on layoff status and eligible for recall to employment pursuant to the provisions of 1935 P.A. 78, as amended, (Act 78) should the Employer decide to fill open bargaining unit positions. Furthermore, the Employer recognizes the fact that the Union desires to have these laid off bargaining unit members recalled to employment in the bargaining unit.

The Employer has ascertained or may, in the future, ascertain the necessity of implementing affirmative action goals with regard to persons protected by applicable State or Federal Laws or Rules not inconsistent with the terms of this article (e.g. women, minorities, and others). To achieve the desires as set forth herein, the parties to this agreement mutually embrace the propositions as set forth hereinafter in order to create inducement to recall laid off bargaining unit employees and hire new employees pursuant to affirmative action goals of the Employer.

The parties agree that the Employer will implement a program of hiring new employees and recalling laid off bargaining unit members as specified in the provisions of this article. It is specifically understood and agreed that the hiring and recall actions of the Employer, implemented pursuant to the terms of this agreement, shall serve to limit, change, or otherwise effect the real or potential recall rights of laid off bargaining unit members or job applicants under 1935 P.A. 78, as amended, (Act 78) or other relevant law, rule, or contract term. Further, the terms of this specific hiring and recall agreement shall supercede and be paramount to the provisions of 1935 P.A. 78, as amended, (Act 78) or any other relevant law, rule, or contract term whether or not conflicting or inconsistent therewith as regards any newly hired employees, laid off bargaining unit members, or job applicants.

The Employer shall have the right to hire one (1) non-bargaining unit person chosen by the City Manager from the affirmative action hiring list created by the Employer for each laid off bargaining unit member recalled to employment. When initially invoking the provisions of this article, a laid off bargaining unit member will be called back to employment first with subsequent recalls effected in inverse order of layoff (e.g. last laid off, first called back). The hiring from the affirmative action list shall be accomplished by alternating on a one-for-one basis with recall of laid off bargaining unit members. Thus, when one laid off bargaining unit member is recalled to employment, the next person shall be hired from the City's affirmative action list, irrespective of the fact that laid off bargaining unit members remain to be recalled. This alternating recall and hire procedure shall continue on a one-for-one basis until laid off bargaining unit members are no longer available for recall, have declined a recall opportunity, or have failed to respond within 10 days of mailing to a certified letter of recall mailed to their last known address as reflected by the personnel file data last known to the Employer.

All laid off bargaining unit members recalled pursuant to the terms of this article shall commence to accrue seniority as of the date that the City first extends employment consistent with the agreed affirmative action goals.

Thereafter, the City may recruit for, test, select, and hire employees to the bargaining unit in any manner it deems appropriate, irrespective of conflicting or inconsistent terms of 1935 P.A. 78, as amended, (Act 78) or any other law, rule or contract term.

The recall specified herein is scheduled to be completed no later than five years from the date of a formal execution of this agreement; provided, however, the City may avoid the obligation of this recall agreement to the extent termination of employment of Police Department uniformed, sworn officers falls below the following listed projections:

Fiscal Year	Number of Police Department Sworn Positions
1983-84	7
1984-85	2
1985-86	3
1986-87	3
1987-88	4

The City may hire and recall at a greater rate than the above listed number of openings in any fiscal year, but shall not be required to hire or recall a higher number of persons than the number of open positions which actually occur during a fiscal year.

Furthermore, subject only to the limitations of this article, the City Manager has the unfettered right to recruit for, test, select and determine and redetermine the names and rank order of persons on the City's affirmative action hiring list or any other employment list regarding police department job applicants in any manner he deems appropriate without regard to any limitations of 1935 P.A. 78, as amended, (Act 78) or any other inconsistent or conflicting law, rule or contract term.

Teamsters Local 129

BY: /s/Larry D. Gregory 12/13/82
Date

BY: /s/Michael Molda 12/13/82
Date

City of Saginaw, Michigan

BY: /s/Ronald M. Bushey 12/13/82
MAYOR Date

ATTEST: /s/Enid G. Davis 12/13/82
CITY CLERK Date

APPENDIX H

Michigan Law Enforcement
Union, Local 129

JAMES W. ALLEN
Principal Officer

TEAMSTERS STATE, COUNTY AND
MUNICIPAL LAW ENFORCEMENT

AFFILIATED WITH THE

INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA

3717 VAN SLYKE
FLINT, MICHIGAN 48507

313/233-6700

December 6, 1982

Thomas Dalton, City Manager
City of Saginaw
612 Federal
Saginaw, Michigan 48607

RE: Selection of Police Chief in a Manner
Different from Provision of Act 78

Dear Mr. Dalton:

After a series of meetings and negotiations with representatives of the City of Saginaw about selection of a new Police Chief for the City of Saginaw, I am pleased to announce agreement by the bargaining unit I represent with the method, procedures and standards you have adopted to select a new Police Chief.

Our bargaining unit is in agreement with the proposition that the Saginaw City Manager has the complete discretion and authority in determining qualifications and selection of the person to be Police Chief and whether or not that person is promoted from our bargaining unit or selected from some other source.

We agree that this selection process shall supersede and be paramount to the provisions of Act No. 78, P.A. 1935, et seq, as amended or hereinafter amended as well as applicable rules and regulations of the Saginaw Civil Service Commission.

Very truly yours,

Larry D. Gregory

Larry D. Gregory
Business Representative
Michigan Law Enforcement Union
Teamsters Local 129

LDG/bk

APPENDIX I

FOP RANK AND FILE
BLUE CROSS/BLUE SHIELD BENEFITS

Code Letters	Description of Benefits
COMP	Blue Cross Comprehensive Hospital Care: 120 days for general condition 30 days nervous/mental condition 30 days pulmonary tuberculosis Semi-private room NOTE: Full renewal on hospital days after a member has been released from hospital for at least 60 consecutive days.
MVF-1	Blue Shield Medical-Surgical Care: Plan pays physician's reasonable charges.
Rider ML	Member Liability Waiver: Eliminates co-payment ($5.00 or 10 percent whichever is greater) for diagnostic laboratory and pathology, diagnostic x-ray and therapeutic radiology.
Rider PPNVI	Pre and Post Natal Care: Adds payment of the doctor's reasonable charges regardless of the date of conception.
Rider FAE-RC	First Aid Emergency - Reasonable Charge: Eliminates the $15.00 limitation for treatment of accidental injuries or medical emergencies.
Rider DC	Dependent Continuation: Provides continued coverage for eligible dependent children between the ages of 19 and 25. There is <u>no cost</u> to the subscriber.
Rider SD	Sponsor Dependent: Provides coverage for dependents over 19 years of age who are 1) dependent upon the subscriber for more than 50 percent of their support; 2) related by blood, marriage, or reside in subscriber's household; 3) were reported on member's most recent Federal Income Tax. Member pays monthly premium.
PD 200	Prescription Drug: $2.00 co-pay; member pays $2.00 for each prescription or refill.

FOP RANK AND FILE
BLUE CROSS/BLUE SHIELD BENEFITS
(Continued)

Code Letters	Description of Benefits
MMCI	Master Medical Catastrophic - Option I: Covers extended hospital care and additional health care services or supplies with a lifetime maximum of $1 million per member. Deductibles and co-insurance do apply toward the additional health care benefit expenses. Deductible amount: $100 for one person or $200 for two or more persons in a calendar year. The plan will pay 80 percent and the member will pay a co-insurance of 20 percent of the reasonable cost. Special Co-insurance - Master Medical: Additional benefits pay 50 percent and the member pays 50 percent of the reasonable cost for 1) treatment of mental disorders, and 2) private duty nursing.
EF	Exact Fill (For Active and Retired Employees Eligible for Medicare Benefits): The Blue Cross and Blue Shield Plan pays the deductible and co-insurance amounts required by Medicare for Medicare benefits which are also BC/BS benefits.