

7/1/73 - 6/30/75

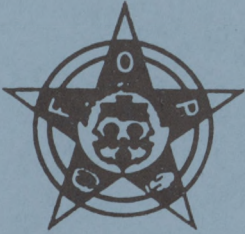
Saginaw



AGREEMENT  
BETWEEN CITY OF SAGINAW

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

AND



FRATERNAL ORDER OF POLICE  
SAGINAW LODGE NO.105

City of Saginaw  
1315 S. Washington Avenue  
Room 104 - Personnel Office  
Saginaw, MI 48601

EFFECTIVE JULY 1, 1973  
THROUGH JUNE 30, 1975

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AGREEMENT

This Agreement made as of this 15th day of October,  
1973, by and between the City of Saginaw, a Municipal Corporation,  
hereinafter referred to as the "City", and Saginaw Lodge No. 105  
of the Fraternal Order of Police, a labor organization existing  
under the laws of the State of Michigan, hereinafter referred to  
as the "Lodge" or "Employees".

ARTICLE I

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 of 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 II

SECTION 1 RECOGNITION

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

B. The City recognizes the Lodge as the exclusive agent for collective bargaining for all of the full-time police officers, from the rank of patrolman up to and including the rank of sergeant, and will negotiate or bargain only with the authorized representatives, agents, or attorneys of said Lodge on matters relating to pay, wages, hours, seniority and other conditions of employment.

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

ARTICLE III

DUES AND DEDUCTIONS

..

No employee shall be required to join the F.O.P. Lodge #105, but all employees who are not Lodge members shall pay an amount equal to Lodge dues to the City Employees Scholarship Fund. Children of employees in the bargaining unit shall be eligible to receive awards from the scholarship fund.

During the term of this agreement, for those employees for whom properly executed payroll deduction authorization cards are delivered to the Finance Department, the employer will deduct from their pay each month the monthly Lodge dues as designated to the Finance Department by the financial secretary of the Lodge and shall promptly remit any and all amounts so deducted to the financial secretary of the Lodge.

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 III (Continued)

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

ARTICLE IV

SECTION 1. LODGE ACTIVITIES

All employees and regular members of the Lodge, and the lawful representatives of the Lodge, 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 Lodge 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. BARGAINING AND GRIEVANCE TIME

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

B. Grievances may be handled by a Lodge Grievance Committee. The number of members of the Lodge Grievance Committee participating in the processing or hearing of any grievance shall normally not exceed three (3), including the aggrieved employee. Members of the Lodge Grievance Committee engaged in the processing or hearing of any grievance during their regularly scheduled working hours shall be paid for such time lost at their regular rate of pay, but in no event will more than three (3) members of the Lodge Grievance Committee be paid for participation in any one session.

ARTICLE IV

SECTION 2. (Continued)

C. Collective bargaining by the Lodge shall be done by a Lodge Bargaining Committee, with or without the assistance of authorized agents, representatives and/or attorneys. The number of Lodge members on the Lodge Bargaining Committee, participating in any negotiating session, shall normally not exceed four (4). Members of the Lodge Negotiating Committee shall be paid their regular pay for reasonable time lost during their regularly scheduled working hours at their regular rate of pay, but in no event will more than four (4) members of the Negotiating Committee be paid for participation in any one negotiating session.

SECTION 3. LODGE MEETINGS

The Lodge 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 4. BULLETIN BOARD

The employer shall allow and shall provide space for a bulletin board upon the premises of the Police Department to be used by the Lodge for the posting of notices and other official business of the Lodge.

ARTICLE V

SECTION 1. APPOINTMENTS AND PROMOTIONS

Appointments and promotions to positions in the Police Department shall be made under the provisions of Act 78 of the Public Acts of 1935, as amended, unless superseded.

ARTICLE VI

SECTION 1. GRIEVANCES OTHER THAN SUSPENSIONS, REDUCTIONS OR REMOVALS

Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance under the provisions set forth below. A grievance is defined as an alleged violation of a specific article or section of this Agreement.

Grievances must be filed no later than twenty (20) calendar days of the occurrence of said grievance, unless said grievance was not discovered until receiving a pay check which covered the date of the disagreement, said grievance must be filed within fourteen (14) days after receiving the check covering the period in question.

All grievances, other than suspensions, reductions or removals, which any officer or employee in the service may have because of any action affecting his status or conditions of employment may be handled in accordance with the following subsections:

Step 1.

- 1) Any employee having a grievance shall discuss the matter with his shift commander to effect a settlement. He may be assisted in such discussions by a representative of his own selection.

Step 2.

- 2) Grievances not so settled shall be presented in writing on appropriate forms to the shift commander who shall forward said grievances to Division head. The employee may appear before said division head in his own behalf.
- 3) The Division head shall write his disposition of the case on all copies of the form and return them to the employee or his designated representative within 48 hours (or the next working day thereafter).

ARTICLE VI (Continued)

Step 3.

- 4) If not settled at Step 2, the grievance forms shall be directed to the Chief of Police who shall have three (3) working days in which to write his disposition of the matter with reasons therefore. The persons selected by the employee may be delegated to appear as his representatives, but any employee may appear on his own behalf before the Chief of Police.

Step 4.

- 5) If the grievance is not settled within five (5) working days from the time it is placed in writing, the Personnel Director shall call a meeting which will include the department head, the complainant, and any other person or persons involved in the complaint. The Personnel Director will preside at the meeting and hear the entire case and obtain all the facts, and shall render his written disposition of the grievance within eight (8) working days.

Step 5.

- 6) If the grievance is not settled at Step 4, the Personnel Director will make a complete report of his findings and submit these to the City Manager who shall render a decision within eight (8) working days.

Step 6.

All grievances unsettled in the previous step may, within a fifteen (15) day period after the decision of the City Manager is rendered, be submitted for final and binding arbitration to

ARTICLE VI Continued

the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules. The expenses of the arbitration proceedings, including the expenses of a transcript, if requested by both parties, and including the expenses of the arbitrator shall be borne equally by both parties.

The jurisdiction of the arbitrator shall be limited to grievances arising out of the interpretation or application of this agreement or any written amendments hereof or supplement hereto.

The Arbitrator shall have no power to alter, add to, subtract from, or modify any of the functions or responsibilities of the parties to this contract. If the grievance concerns matters not subject to arbitration, the arbitrator shall return the grievance and all documents relating thereto, to the parties without decision. The decision of the arbitrator shall be final and binding on all parties if within the scope of his authority as set forth above and they hereby agree to abide by such decisions.

SECTION 2. GRIEVANCES INVOLVING SUSPENSIONS, REDUCTIONS OR REMOVALS.

Grievances involving suspensions, reductions and removals shall be processed under the provisions of Act 78 of Public Acts of 1935, as amended, unless superseded.

ARTICLE VII

SECTION 1. HOURS OF EMPLOYMENT

The normal work schedule for employees shall be five (5) eight (8) consecutive hour work days, which need not be in succession, for a total of forty (40) hours each week. An employee shall be entitled to a twenty-five (25) minute lunch break per eight (8) hour shift. The lunch break so provided in above section shall be granted by the communications officer as the work load provides. No lunch period shall be approved to start sooner than two hours after the beginning of a shift or less than one hour before the end of a shift. This schedule of hours of employment may be modified for good cause by the Police Chief and does not affect regular 8:00 A.M. to 5:00 P.M. shift which includes one (1) hour off for lunch nor any other shift separated by a designated lunch hour.

SECTION 2. OVERTIME

All employees who work over eight (8) hours per day shall be compensated for all hours worked in excess of eight (8) hours at the rate of time and one half ( $1\frac{1}{2}$ ) of the said employees regular hourly pay. The City of Saginaw shall have the right to require the acceptance of reasonable assignments of overtime work, and such reasonable assignments shall be performed by the employee unless excused for good cause by his supervisor. Failure of the employee to abide by the above provisions shall subject him to disciplinary action.

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.

## ARTICLE VII (Continued)

### SECTION 2. OVERTIME (Continued)

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

Nothing contained herein shall prohibit the employee from electing to accept or the City from granting compensatory time off in lieu of overtime pay at the option of the employee. This shall be effective as of pay period including November 6, 1972.

No employee shall be entitled to accumulate more than forty (40) 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.

Earned compensatory time shall be used before the last day of work prior to retirement. Compensatory time shall not be paid in cash.

### SECTION 3. CALL IN 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 2 of this Article. Court appearances or appearances before a driver's license review board during an employee's off duty hours shall be compensated in the above manner.

All employees covered by this agreement and who shall have been subpoenaed or required to appear shall be paid as provided above provided that he shall have returned said subpoena and/or other proof of attendance to the employer.

ARTICLE VII (Continued)

SECTION 3. Call In Pay (Continued)

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

Nothing provided herein shall require the payment of call-in time as provided herein upon any employee covered by this agreement being called in by the employer for the purpose of disciplinary action.

In the event that an off-duty employee is called in for the purpose of signing complaints he shall be credited with not to exceed one 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 hour needed to complete the signing in accordance with Article VII, Section 2.

Any Court appearance starting one 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 work day and paid at time and one half ( $1\frac{1}{2}$ ).

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

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

SECTION 4. SHIFT HOURS

The patrol and communications shift hours shall be 6 - 2, 2 - 10, 10 - 6, and shall be considered to be the basic normal shifts for such employees. Nothing contained herein shall prohibit the employer from creating and/or modifying other shifts which become

ARTICLE VII (Continued)

SECTION 4. SHIFT HOURS (Continued)

necessary due to particular circumstances and/or the efficient operation of the department.

The basic shifts as defined above shall be subject to a one hour hold over period.

SECTION 5. SHIFT PREFERENCE

The assignment to the basic normal shifts as defined in Article VII, Section 4, shall be based upon seniority; provided however the City shall retain the right to balance the complement of each shift to insure a proper relationship between employees with two years or less seniority with those of two years or more.

No shift shall consist of more than 40% of those assigned who shall have two years or less of seniority.

The shift assignments chosen hereunder shall be made annually upon a date to be posted by the Department. Choice of shifts, whether made upon the posting of said notice or during said one year period, shall remain in effect until such time as the next annual notice is posted.

This provision shall apply to the Patrol and Services Division of the Department and all transfers into said divisions shall have the right to choose his shift preference consistent with this provision to be made effective with the posting of the next detail assignment. A separate seniority list shall be prepared for the Patrol and the Service Division.

Seniority for the purpose of this clause shall mean years of service following the date of being sworn as a full time police officer provided, however, the term seniority as it applies to the position of Sergeant shall mean years of service in grade.

ARTICLE VII (Continued)

SECTION 6. POSTING OF SCHEDULES

Work and shift schedules shall be posted by the City no later than the 15th of the month preceeding, unless extraordinary circumstances delay such posting. If such delay becomes apparent, the F.O.P. shall be notified of the delay and the cause.

SECTION 7. EMPLOYEE TRANSFERS

As outlined in the management prerogative section, the City shall retain the right to transfer employees within the department as conditions may dictate. No employee has a particular right to any specific position. Lateral transfers, as spelled out in the Personnel Manual and in this contract means transfers between two positions of the same classification and does not include assignments made through the promotional procedure. Such transfers may also be made due to medical limitations.

ARTICLE VIII

SECTION 1. 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 IX

SECTION 1. SAFETY

Both parties to this agreement shall mutually cooperate in the establishment of safety rules and regulations.

SECTION 2. SAFETY CODE

The parties to this agreement shall establish a joint safety committee. This committee shall consist of two (2) representatives of the Lodge, a representative of the Police Chief and the Police Training Officer. This committee shall review existing safety rules and regulations and advise the Police Chief regarding safety matters. It shall be the responsibility of the Police Chief to promulgate and enforce a written safety code.

ARTICLE X

SECTION 1. UNIFORMS AND EQUIPMENT

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 at least the following articles of uniform and equipment, if such is required in the performance of their duties: reefer coat; blouse coat; car jacket; summer and winter trousers; cap; fur hat; helmet; blue shirts; black tie; raincoat; whistle; Sam Browne belt; badge; cap emblem; side arm; holster; night stick; riot stick; blackjack; handcuffs; 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 \$200.00 per year while assigned to such duties. (Pro rated to \$16.66 per month for partial years service.)

SECTION 2. CLEANING ALLOWANCE

In the event an employee unduly or excessively soils his clothing while in the course of his employment, he shall be reimbursed by the employer for the actual cost of cleaning said clothing and he shall, prior to having said clothing cleaned and not later than the end of his shift, present said clothing for inspection by the shift commander who shall have the authority to authorize reimbursement for such cleaning. The employee shall be reimbursed only upon submission of proof of payment therefore.

ARTICLE XI

VEHICLES

If, during the tour of duty, an employee determines a vehicle to be unsafe, the vehicle shall be parked until properly cleared by a mechanic on duty at the Municipal Garage of the City of Saginaw.

When an employee is found grossly negligent by the appropriate Accident and Safety Committee in the damaging of an automobile, or is responsible for damaging other city property or other private property, he shall be held liable for a percentage of the repair or replacement, or a fine for such damage. The employee shall also be subject to disciplinary action through the regular departmental and city procedures.

ARTICLE XII

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.

ARTICLE XIII

RENUMERATION

SECTION 1. SALARY SCHEDULE

The salary schedule following and attached to this agreement and identified as Appendix "A" shall be considered a part of this agreement and shall be in effect from July 1, 1972 through June 30, 1973.

SECTION 2. SHIFT PAY DIFFERENTIAL

Employees who are regularly scheduled to start their tour of duty between the hours of 2:00 P.M. and 2:00 A.M. shall be paid an additional five percent (5%) increment for such tour of duty. This additional payment shall be computed on the hourly equivalent of the straight time rate, including longevity pay, and shall be paid for the entire shift worked.

SECTION 3. PAYMENT FOR WORKING IN HIGHER CLASSIFICATION

In the event a Sergeant is required to perform the duties normally assigned to a Lieutenant, including but not limited to acting as a shift commander, such employee shall be compensated at the first rate of said Lieutenant which represents an increase in salary to said Sergeant; provided, however, such payment shall be made only in the event a Sergeant is required to perform such duties in excess of two (2) hours.

ARTICLE XIII

SECTION 3. (Continued)

Assignments as provided above shall be made in the order that each Sergeant on each shift or duty assignment appears on the Lieutenant's eligibility list then in existence.

The provisions provided for herein shall not apply to the office of Civil Defense or to the Services Officer.

ARTICLE XIV

SECTION 1. ANNUAL LEAVE

Regular full time employees shall accumulate annual leave as follows:

Less than 10 years service ..... 20 work days per year

Over 10 years service ..... 23 work days per year

Annual leave will be accrued on a monthly basis; however new employees must satisfactorily complete six 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 years.

Vacations will be scheduled by the City in accordance with the City's needs.

SECTION 2. EMERGENCY LEAVE

In case of death in his immediate family a permanent, full-time employee shall be granted a leave of absence, to attend the funeral with pay for any scheduled work days 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 father, mother, sisters, brothers, father-in-law, mother-in-law, husband, wife, children, or grandparents of employee or relative residing in the employees household.

ARTICLE XV

Section 1. HEALTH INSURANCE

The City shall pay the cost of Blue Cross - Blue Shield (MVF-1) semi private health insurance policy coverage for each employee and his dependents as defined by the rules and regulations of the Blue Cross - Blue Shield policy. The City will also absorb any increase in existing health insurance premiums during the term of this agreement. No other benefits will be offered in lieu of these health insurance benefits in the event the employee elects not to be covered or has no dependents.

The City will pay the above hospitalization premium for retirees, and their families, who have not reached age 65 if the retiree is not employed elsewhere in any capacity. Statements attesting that the retiree is not receiving earned income will be required every three months to assure the City that the retiree is not gainfully employed in any capacity, full-time or part-time. This benefit is granted for the express purpose of aiding retirees not gainfully employed, full-time or part-time, who have not reached their 65th birthday and therefore not eligible for medicare coverage.

The retiree must have been under the City's Blue Cross - Blue Shield policy as of July 1, 1973 and on the subsequent date of his retirement to be entitled to the benefits of this paragraph.

The City shall pay the full cost of Blue Cross - Blue Shield (MVF-1) or "65" semi private health insurance policy coverage as is appropriate for police department retirees and their spouses after the retiree reaches the age of 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.

The retiree must have been under City's Blue Cross - Blue Shield policy at the time the City agrees to assume the premium payments.

SECTION 2. LIFE INSURANCE

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

ARTICLE XVI

SECTION 1. RETIREMENT BENEFITS

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.

ARTICLE XVII

SICK LEAVE UPON TERMINATION

Payment of  $\frac{1}{2}$  the unused sick leave earned at death or upon date of retirement shall be paid by the City up to the maximum of ninety (90) days.

ARTICLE XVIII

SECTION 1. SICK LEAVE AND INJURY TIME

A. 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 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 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 may be placed on leave of absence without pay.

1. Sick leave may be accumulated if not used during the year accrued, but the total accumulation shall not exceed 180 days. Sick leave will not be allowed for any day on which an employee would not have regularly worked.

2. 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.

3. A Certificate of Inability to work by reason of illness by a licensed Doctor of Medicine, Osteopath, examination by the Health Officer and such other evidence of inability to work as the

ARTICLE XVIII (Continued)

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 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.

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.

B. Injury Time

Each full time, regular, permanent employee and each probationary employee occupying a full time, permanent position, who is unable to work as a result of an injury arising out of and in the course of his employment with the City, shall receive injury time benefits for resultant time lost during a period not to exceed one (1) year following the date of injury.

An employee entitled to injury time benefits shall receive them on the same semi-monthly or bi-weekly basis as he normally receives salary. Such benefits shall be computed on the basis of his current salary. The amount of injury time benefits shall be an amount which,

ARTICLE XVIII (Continued)

after deduction of Federal, State and City income taxes, social security and/or pension contributions, and any employee authorized payroll deductions, and after addition of weekly Workmen's Compensation benefits, if any, to which the employee may be entitled, shall then be equal to seventy-five percent (75%) of the employee's current net or "take home" pay, provided, however, that a committee composed of the City Manager, City Attorney and Health Officer, may, in individual cases and upon showing of merit, increase the amount of injury time benefits so as to equal one hundred percent (100%) of the employee's net or "take home" pay and provided further that any such increase shall be reviewed at least once in every four (4) week period.

When an employee has been unable to work for such time as to be entitled to weekly Workmen's Compensation benefits and he has received full or partial injury time benefits without setoff of Workmen's Compensation benefits, and it is determined that he is entitled to receive Workmen's Compensation benefits under the provisions of Act 10, P.A. 1912, First Extra Session, as amended, the City shall be entitled to take credit for a refund of injury time benefits so paid in an amount equal to weekly Workmen's Compensation benefits payable for said disability. It is intended hereby that no employee shall receive more in injury time and Workmen's Compensation benefits than he would normally receive if working.

An employee who is eligible for injury time benefits and who becomes disabled or continues to be disabled after one year from the

ARTICLE XVIII (Continued)

date of an injury arising out of and in the course of his employment may use  $\frac{1}{2}$  day of accumulated sick leave for each day of absence to supplement Workmen's Compensation benefits, in an amount equal to full injury time benefits. Sick leave and annual leave shall continue to accrue while an employee is receiving injury time and sick time benefits as herein provided, and shall cease to accrue while an employee is receiving Workmen's Compensation benefits only.

No part time, temporary or seasonal employee shall be eligible for or entitled to receive any injury time benefits herein provided. Notwithstanding any other provisions of this section, no employee shall be entitled to receive any injury time benefits herein provided on or after the commencement of any pension to which said employee may be entitled by reason of employment by the City of Saginaw.

The City will submit to City Council for enactment, upon approval of this agreement, the following ordinance: Amendment to Sec. (N) Ord. 887.

"If a member is forced to retire because of an injury arising out of the performance of his duties, and if he has received less than his full salary at any time during his final three (3) years of employment due to said injury, his full annual compensation rate shall be used in computing his final average salary if this is to his advantage."

When an employee is on Workmen's Compensation, it is agreed that this employee will not leave the City for a period of more than three days without prior notice to the proper authority and will be available for physical examination at the request of the City.

ARTICLE XIX

SECTION 1. INCENTIVE PAY - SIDEARMS QUALIFICATIONS

Employees who qualify for incentive pay in accordance with Saginaw Police Department Roll Call Training Bulletin 12-B-67 shall receive additional compensation as follows:

| <u>Rating</u> | <u>Amount per Month</u> |
|---------------|-------------------------|
| Expert        | \$5.00                  |
| Sharpshooter  | \$4.00                  |
| Marksman      | \$3.00                  |

ARTICLE XX

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 or 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 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.

ARTICLE XXI

SECTION 1. OUTSIDE EMPLOYMENT

- A. 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 employees responsibilities are met:
- 1.) The outside employment must first be approved by the City and the above provisions shall apply only to employment so approved.
  - 2.) The employee must notify the City each time he commences his outside employment and when he ceases his employment for the day. The City shall designate an agent to receive such information.
- B. 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.

ARTICLE XXII

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 Lodge. To accomplish this end, a liaison committee shall be established as soon as practicable. The committee shall be composed of the Police Chief and Deputy Police Chief, the Personnel Director and a representative from the office of the City Manager, as well as four members to be chosen by the Lodge. 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 Secretary of the F.O.P. at least two 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 XXIII

CITY TO PROVIDE COPIES OF AGREEMENT

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

ARTICLE XXIV

SECTION 1. MAINTENANCE OF CONDITIONS

The Lodge agrees that existing rules, regulations and procedures, as provided for in the Personnel Manual, the Administrative Regulations, City and departmental rules and the Personnel Complement and Pay Plan shall remain in force throughout the duration of this agreement, subject to the established procedures for changing or modifying these various rules, regulations and policies, except as modified or controlled by the provisions of this agreement.

ARTICLE XXV

GENERAL PROVISIONS

This agreement shall be subject to the laws of the State of Michigan; and insofar as the same shall be in conflict or violation of any of the laws of the State of Michigan, said provision of this agreement shall be void and inoperative. The provisions of this agreement are deemed to be severable and should any provision thereof be held unconstitutional or invalid, such holding shall not be construed as affecting the validity of any of the remaining provisions or sections.

ARTICLE XXVI

QUALIFICATIONS

The Lodge and the Employer mutually agree and commit themselves to finding ways and means of upgrading entrance to the service requirements and promotional procedures and to that end, agree to seek such improvements from the appropriate Boards or Commissions of the City of Saginaw.

ARTICLE XXVII

TASK FORCE RECOMMENDATIONS

The Fraternal Order of Police agrees to work toward implementing the recommendations as submitted by the International Association of Chiefs of Police as approved by the task force committee.

ARTICLE XXVIII

DURATION OF AGREEMENT

This agreement shall remain in force and effect until 11:59 P.M. June 30, 1975, and thereafter until amended or modified as provided herein. Either party hereto may, on or before May 1, 1975, serve a notice in writing upon the other party of its desire to amend or terminate this agreement, effective July 1, 1975. In such event, the parties, and/or their representatives, shall commence negotiations immediately on such proposed amendments for a succeeding agreement.

ARTICLE XXIX

RE-OPENING

This contract 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 Lodge; provided however it shall not be obligatory on either party to re-open during the life of this contract.

IN WITNESS WHEREOF, the parties hereto have set their hands this

15th day of October, 1973.

Saginaw Lodge #105  
Fraternal Order of Police

City of Saginaw

By Patrick McPhillips  
Patrick McPhillips,  
President

By Paul H. Wendler  
Paul H. Wendler, Mayor

By John Bommarito  
John Bommarito  
Vice-President

Attest E. A. Donaldson  
E. A. Donaldson  
City Clerk

By Vincent J. Rocchio  
Vincent J. Rocchio  
Member, Wage Committee

APPROVED BY  
THE COUNCIL OF THE  
CITY OF SAGINAW, MICH.

OCT 15 1973

By Michael Ryther  
Michael Ryther  
Member, Wage Committee

E. A. Donaldson  
CITY CLERK

Approved as to Substance

E. H. Potthoff, Jr.  
E. H. Potthoff, Jr.  
City Manager

Approved as to Form

W. Vincent Nash  
W. Vincent Nash  
City Attorney

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 5 years of continuous full time service.

4% of annual rate upon completion of 10 years of continuous full time service.

6% of annual rate upon completion of 15 years of continuous full time service.

8% of annual rate upon completion of 20 years of continuous full time service.

It is provided that only the first \$9,000.00 per annum of the base rate shall be used in the computation of longevity payments.

Time spent on military leave or other authorized leaves of absence shall be used in computing continuous service for longevity pay purposes.

APPENDIX "A"

SALARY SCHEDULE

EFFECTIVE FROM JULY 1, 1973 THROUGH DECEMBER 31, 1973

FRATERNAL ORDER OF POLICE

SAGINAW LODGE NO. 105

| TITLE                 | PAY RANGE | START    | AFTER 1 YEAR | AFTER 18 MOS. | AFTER 2 YRS. | AFTER 3 YRS. | AFTER 4 YRS |
|-----------------------|-----------|----------|--------------|---------------|--------------|--------------|-------------|
|                       |           | STEP "A" | STEP "B"     | STEP "C"      | STEP "D"     | STEP "E"     | STEP "F"    |
| Provisional Patrolman | PP        | 9,564    |              |               |              |              |             |
| Investigator-Female   | P-1       |          |              |               |              |              |             |
| Base Pay              |           | 9,767    | 10,067       | 10,367        | 10,667       | 10,967       |             |
| 2% Longevity          |           | 9,947    | 10,247       | 10,547        | 10,847       | 11,147       |             |
| 4% Longevity          |           | 10,127   | 10,427       | 10,727        | 11,027       | 11,327       |             |
| 6% Longevity          |           | 10,307   | 10,607       | 10,907        | 11,207       | 11,507       |             |
| 8% Longevity          |           | 10,487   | 10,787       | 11,087        | 11,387       | 11,687       |             |
| Patrolman             | P-2       |          |              |               |              |              |             |
| Base Pay              |           | 10,067   | 10,367       | 10,667        | 10,967       | 11,268       | 11,757      |
| 2% Longevity          |           | 10,247   | 10,547       | 10,847        | 11,147       | 11,448       | 11,937      |
| 4% Longevity          |           | 10,427   | 10,727       | 11,027        | 11,327       | 11,628       | 12,117      |
| 6% Longevity          |           | 10,607   | 10,907       | 11,207        | 11,507       | 11,808       | 12,297      |
| 8% Longevity          |           | 10,787   | 11,087       | 11,387        | 11,687       | 11,988       | 12,477      |

| TITLE               | PAY RANGE | START    | 6-MOS.   | 1-YEAR   | 2-YEARS  |
|---------------------|-----------|----------|----------|----------|----------|
|                     |           | STEP "B" | STEP "C" | STEP "D" | STEP "E" |
| Police Sergeant     |           |          |          |          |          |
| Police I.D. Officer |           |          |          |          |          |
| Radio Operator      | P-5       |          |          |          |          |
| Base Pay            |           | 12,067   | 12,402   | 12,738   | 13,104   |
| 2% Longevity        |           | 12,247   | 12,582   | 12,918   | 13,284   |
| 4% Longevity        |           | 12,427   | 12,762   | 13,098   | 13,464   |
| 6% Longevity        |           | 12,607   | 12,942   | 13,278   | 13,644   |
| 8% Longevity        |           | 12,787   | 13,122   | 13,458   | 13,824   |

(Effective the first day of the pay period including July 1, 1973)

APPENDIX "B"

SALARY SCHEDULE

EFFECTIVE FROM JANUARY 1, 1974 THROUGH JUNE 30, 1974

FRATERNAL ORDER OF POLICE

SAGINAW LODGE NO. 105

| TITLE                 | PAY RANGE | START STEP "A" | AFTER 1 YR. STEP "B" | AFTER 18 MOS. STEP "C" | AFTER 2 YRS. STEP "D" | AFTER 3 YRS. STEP "E" | AFTER 4 YRS. STEP "F" |
|-----------------------|-----------|----------------|----------------------|------------------------|-----------------------|-----------------------|-----------------------|
| Provisional Patrolman | PP        | 10,156         |                      |                        |                       |                       |                       |
| Investigator-Female   | P-1       |                |                      |                        |                       |                       |                       |
| Base Pay              |           | 10,372         | 10,690               | 11,009                 | 11,327                | 11,646                |                       |
| 2 % Longevity         |           | 10,552         | 10,870               | 11,189                 | 11,507                | 11,826                |                       |
| 4% Longevity          |           | 10,732         | 11,050               | 11,369                 | 11,687                | 12,006                |                       |
| 6% Longevity          |           | 10,912         | 11,230               | 11,549                 | 11,867                | 12,186                |                       |
| 8% Longevity          |           | 11,092         | 11,410               | 11,729                 | 12,047                | 12,366                |                       |
| Patrolman             | P-2       |                |                      |                        |                       |                       |                       |
| Base Pay              |           | 10,690         | 11,009               | 11,327                 | 11,646                | 11,966                | 12,485                |
| 2% Longevity          |           | 10,870         | 11,189               | 11,507                 | 11,826                | 12,146                | 12,665                |
| 4% Longevity          |           | 11,050         | 11,369               | 11,687                 | 12,006                | 12,326                | 12,845                |
| 6% Longevity          |           | 11,230         | 11,549               | 11,867                 | 12,186                | 12,506                | 13,025                |
| 8% Longevity          |           | 11,410         | 11,729               | 12,047                 | 12,366                | 12,686                | 13,205                |
|                       |           |                |                      |                        |                       |                       |                       |
| TITLE                 | PAY RANGE | START STEP "B" | 6-MOS. STEP "C"      | 1-YEAR STEP "D"        | 2-YEARS STEP "E"      |                       |                       |
| Police Sergeant       |           |                |                      |                        |                       |                       |                       |
| Police I.D. Officer   |           |                |                      |                        |                       |                       |                       |
| Radio Operator        | P-5       |                |                      |                        |                       |                       |                       |
| Base Pay              |           | 12,814         | 13,170               | 13,527                 | 13,915                |                       |                       |
| 2% Longevity          |           | 12,994         | 13,350               | 13,707                 | 14,095                |                       |                       |
| 4% Longevity          |           | 13,174         | 13,530               | 13,887                 | 14,275                |                       |                       |
| 6% Longevity          |           | 13,354         | 13,710               | 14,067                 | 14,455                |                       |                       |
| 8% Longevity          |           | 13,534         | 13,890               | 14,247                 | 14,635                |                       |                       |

(Effective the first day of the pay period including January 1, 1974)

APPENDIX "C"

SALARY SCHEDULE

EFFECTIVE JULY 1, 1974 THROUGH JUNE 30, 1975

FRATERNAL ORDER OF POLICE

SAGINAW LODGE NO. 105

| TITLE                 | PAY RANGE | START STEP "A" | AFTER 1 YR. STEP "B" | AFTER 18 MOS. STEP "C" | AFTER 2 YRS. STEP "D" | AFTER 3 YRS. STEP "E" | AFTER 4 YRS. STEP "F" |
|-----------------------|-----------|----------------|----------------------|------------------------|-----------------------|-----------------------|-----------------------|
| Provisional Patrolman | PP        | 10,826         |                      |                        |                       |                       |                       |
| Investigator-Female   | P-1       |                |                      |                        |                       |                       |                       |
| Base Pay              |           | 11,057         | 11,396               | 11,736                 | 12,075                | 12,415                |                       |
| 2% Longevity          |           | 11,237         | 11,576               | 11,916                 | 12,255                | 12,595                |                       |
| 4% Longevity          |           | 11,417         | 11,756               | 12,096                 | 12,435                | 12,775                |                       |
| 6% Longevity          |           | 11,597         | 11,936               | 12,276                 | 12,615                | 12,955                |                       |
| 8% Longevity          |           | 11,777         | 12,116               | 12,456                 | 12,795                | 13,135                |                       |
| Patrolman             | P-2       |                |                      |                        |                       |                       |                       |
| Base Pay              |           | 11,396         | 11,736               | 12,075                 | 12,415                | 12,756                | 13,309                |
| 2% Longevity          |           | 11,576         | 11,916               | 12,255                 | 12,595                | 12,936                | 13,489                |
| 4% Longevity          |           | 11,756         | 12,096               | 12,435                 | 12,775                | 13,116                | 13,669                |
| 6% Longevity          |           | 11,936         | 12,276               | 12,615                 | 12,955                | 13,296                | 13,849                |
| 8% Longevity          |           | 12,116         | 12,456               | 12,795                 | 13,135                | 13,476                | 14,029                |

| TITLE               | PAY RANGE | START STEP "B" | 6-MOS. STEP "C" | 1-YEAR STEP "D" | 2-YEARS STEP "E" |
|---------------------|-----------|----------------|-----------------|-----------------|------------------|
| Police Sergeant     |           |                |                 |                 |                  |
| Police I.D. Officer |           |                |                 |                 |                  |
| Radio Operator      | P-5       |                |                 |                 |                  |
| Base Pay            |           | 13,660         | 14,039          | 14,420          | 14,833           |
| 2% Longevity        |           | 13,840         | 14,219          | 14,600          | 15,013           |
| 4% Longevity        |           | 14,020         | 14,399          | 14,780          | 15,193           |
| 6% Longevity        |           | 14,200         | 14,579          | 14,960          | 15,373           |
| 8% Longevity        |           | 14,380         | 14,759          | 15,140          | 15,553           |

(Effective the first day of the pay period including July 1, 1974 -47-