

# **AGREEMENT BETWEEN CITY OF SAGINAW**



**AND**



**POLICE OFFICERS ASSOCIATION  
OF MICHIGAN**

Effective July 1, 2016  
Through,  
June 30, 2019



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## AGREEMENT

THIS AGREEMENT, entered into this 1st day of July, 2016, between the City of Saginaw, a municipal body corporate of the State of Michigan, hereinafter referred to as the "Employer" and Police Officers Association of Michigan, 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

1.1: 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."

1.2: 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.

1.3: 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

2.1: 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

3.1: 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.

3.2: 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.

ARTICLE IV  
DUES AND DEDUCTIONS

4.1: 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 of this Agreement, during working hours of the employees or in any manner that may interfere with employees engaged in work.

4.2: 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.

4.3: 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.

4.4: 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.

ARTICLE V  
SAVE HARMLESS CLAUSE

5.1: 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 VI  
UNION ACTIVITIES

6.1: 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.

6.2: Union employees on each shift shall elect a Steward and/or board member 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 and/or board member.

The Steward, and/or the board member 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/or board member 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.

6.3: 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.

6.4: In addition to the above Stewards, one (1) Chief Steward and/or Union president who will be elected in a manner determined by the members of the bargaining unit shall represent employees in the bargaining unit.

The Chief Steward and/or the Union president will have the time necessary to act in conjunction with the Shift Stewards and/or board members 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 and/or union president 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 and/or Union president 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 and/or union president will be assigned to regular rotation on days.

6.5: 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.

6.6: 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 five (5) employees).

6.7: 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.

6.8: Civil Service Meetings. The City will allow the Chief Steward and/or union president or his/her designed to attend any and all Civil Service meetings and/or hearings without loss of pay.

## ARTICLE VII WORK HOURS

7.1: The normal work schedule for twelve (12) hour shifts shall be the agreed upon two (2) week rotation. When basing a week on Monday-Sunday, there will be five (5) twelve (12) hour workdays one week and two (2) twelve (12) hour workdays the other week.

7.2: All patrol employees shall work twelve (12) consecutive hours per day. An employee shall be entitled to a forty-five (45) minute lunch break per each twelve (12) hour shift. In the event the employee is not granted a lunch break during their twelve (12) hour shift, said employee shall be granted forty-five (45) minutes of compensatory time at straight time.

7.3: Any time worked by an employee over and above twelve (12) hours in any one day shall be considered overtime and said time shall be paid to the employee at the rate of time and one half the employees' regular hourly rate of pay. As a result of the 12-hour schedule each officer will work an additional 4 hours every two weeks (84 hours). Effective January 1, 2008, the extra 4-hours will be compensated at one and one half rate either in pay or compensation time. However, there shall be no overtime payments when more than twelve (12) hours is worked as the result of a shift change either at the employee's option or as a regularly scheduled shift change. (i.e. rotation change at beginning of year)

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



7.4: 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.

7.5: The basic shifts, with a 15 minute roll call prior to the start of each shift, are as follows:

Day Shift

6a.m.-6p.m. & 7a.m.-7p.m.

Night Shift

6p.m.-6a.m. & 7p.m.-7a.m.

7.6: 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 would 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 here under 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/she has completed one (1) year as a sworn officer. An employee transferred to the Uniform division will exercise his/her 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

7.7: 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.

7.8: FTO Pay: Under this agreement, each FTO will receive one (1) hour and thirty (30) minutes of compensation at a time and a half rate of pay for each twelve (12) hour shift while in training with a recruit. Ten (10) hour shift officers will receive one (1) hour and twenty (20) minutes while training with a recruit.

ARTICLE VIII  
LAYOFFS AND PROMOTIONS

8.1: 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 IX, X and XIII.

ARTICLE IX  
LAYOFF AND RECALL

9.1: 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.

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

9.3: Probationary employees will be laid off first.

9.4: 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.

9.5: 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."

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

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

9.8: 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.

ARTICLE X  
PROMOTIONAL PROCEDURES

10.1: A. Appointments and promotions to the position of Police Sergeant shall be made under the terms and conditions of the provisions of Act 78 of the Public Acts of 1935, as amended, unless modified by this agreement.

- B. All promotions to the position of Sergeant shall be made utilizing a written test and an oral interview (See, Sec. 10.3 below) as set forth below. The assessment center testing process shall be held in abeyance as mutually agreed by the Employer and the Union.

10.2: Employees must have a minimum of five (5) years of service to be eligible to test for the position of Sergeant.

10.3 A three-member panel to conduct interviews for promotions will be created. The City would select one member of the panel, POAM would select one member of the panel and the two selected members would then select a third member. No member of this panel shall be a current or former City employee or consultant. Moreover, no member of this panel shall hold a rank below the rank of the position that is the subject of the promotional interview. Unless otherwise agreed to by the parties, each set of promotional interviews shall be conducted by a newly created three-member panel.

10.4: The Employer will notify all eligible employees thirty (30) days in advance of the test, the place and time of the applicant 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.

10.5: The following components will make up the total examination process for promotion to Sergeant:

- A. Written Test - 75%
- B. Oral Interview - 20%
- C. Seniority - 5% (1/4% for each year of service, maximum of 5%)

10.6: Candidates must attain a passing score of seventy percent (70%) on the written test to be eligible to proceed to the oral interview portion of the promotional process. Candidates must attain a passing score of seventy percent (70%) on the oral interview to be placed on the eligibility list, regardless of the total of their cumulative score.

10.7: Candidates will be ranked in order of cumulative scores on an eligibility list.

10.8: The City shall select candidates from the eligibility list using the rule of three, with any rejections being for cause.

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

10.10: 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 not be 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 XI  
DISCIPLINE AND DISCHARGE

11.1: 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. Upon request copies of the Internal Affairs (I.A.) shall be forwarded within three (3) days, with the City right to redact names.

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

11.3: 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 and/or board member to the Chief within five (5) working days.

11.4: 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 and/or board member present at all stages of the disciplinary process.

11.5: In the event criminal charges are contemplated against the employee, the provisions of Article XLII shall be followed.

ARTICLE XII  
EMPLOYEE TRANSFERS

12.1: 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.

12.2: Employees shall be given an opportunity to rotate from the Patrol Section to Special Operations, Identification Unit, Criminal Investigations, Crime Analysis, and Crime Stoppers/Crime Prevention, hereinafter referred to as non-uniform patrol of the bargaining unit where the services of the patrol personnel are utilized.

12.3: A minimum of two (2) patrol officers shall be rotated to non-patrol assignments each fiscal year, under the Chief's discretion.

12.4: 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.

12.5: 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.

12.6: 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.

12.7: 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.

12.8: 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.

12.9: 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.

12.10: K-9 Unit: The K-9 unit shall be compensated for the canine care and handling outside (off-duty hours of their regular tour of duty as follows:

- a) Officers in the K-9 unit shall engage in activities related to the Care of canines assigned to them, which are outside of their normal police duties.
- b) Officers shall be compensated for time spent on canine activities, Which includes travel time to and from work and/or training sites at One (1) hour per eight (8) hour work shift at their regular rate of pay, not to exceed five(5) hours per week. This one and a half (1.5) hour per workday shall be taken at the beginning or end of their regularly scheduled work shift.
- c) Officers will be allotted a minimum of two (2) days per month with A maximum of four (4) days per month to be set aside for K-9 training as determined by the Officers Shift Commander.

### ARTICLE XIII PROBATIONARY PERIOD

13.1: The Union recognizes the right of the City to unilaterally fill or not fill positions pursuant to the collective bargaining agreement, Article III.

13.2: The City has the unfettered right to recruit for, test, select and determine any other employment list regarding police department job applicants in any manner it 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.



13.3: Probationary Period. All new full time employees shall be probationary employees during the first twelve months of their employment. For those employees who must first attend a MCOLES Certified Academy, the probationary period will begin upon successful completion of the MCOLES program. During the probationary period employees shall be subject to section 3 (A) below. During the probationary period, the new employee shall have no seniority status. At the conclusion of his probationary period, the employees name shall be added to the seniority list pursuant to the provisions of Article XIV.

- A. The probationary period is for the purpose of enabling the City to determine if an employee has the attributes, attitude, and capabilities of satisfactorily performing all of the duties of the position. A probationary employee may be terminated for any reason at the sole discretion of the City during such period without recourse to the Grievance Procedure, but the employee shall be notified of such reason in writing at the time of his termination. The probationary period may be extended for up to six (6) months at the discretion of the Chief upon written notice to the employee and the Union of the reasons for the extension and of the steps to be taken by the employee and the City during the extended probation period.

13.4: During the probation period or any extension thereof, the Union shall represent the probationer with respect to wages, hours and working conditions set forth in this Agreement, provided that, the probationer and/or the Union shall not have access to the grievance procedure (including arbitration) with respect to discipline and/or discharge.

13.5: It is further agreed that the probationer and/or Union shall not have access to Civil Service.

13.6: The City will maintain a ready to hire list consisting of those candidates from the City's eligibility list who have successfully completed additional examinations including among other things: a drug test, a background examination, a psychological examination, a physical and stress test and other testing and examination devices deemed necessary by the City. The City will make a reasonable effort to maintain a minimum of six (6) candidates on the ready to hire list.

13.7: The department will maintain its current Field Training Program. Department personnel shall be granted input with respect to a probationer's performance at the monthly field training status review committee meeting.

Probationers must, among other things, successfully complete the department's field training program.

#### ARTICLE XIV SENIORITY

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

The City shall furnish a seniority list of all officers to the Union 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/she is not classified if another employee is laid off there from, 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/her 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 PTO leave and leaves of absence will be treated the same as "C" above.
- C. Any other severance of employment (example: death).

#### ARTICLE XV GRIEVANCES AND GRIEVANCE PROCEDURE

15.1: 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 ten (10) days of the event or incident. A Steward and/or board member 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 ten (10) 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 ten (10) days from the receipt of the Step 2 answer. The Chief shall have ten (10) 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 ten (10) 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 for grievances that involved suspensions without pay of more than one (1) day, 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. For all non-disciplinary grievance and disciplinary grievance up to one (1) day suspensions without pay, the sole avenue for dispute resolution shall be binding arbitration.



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. Arbitration may be invoked through either the Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA). All arbitrators included in the FMCS list or the AAA list 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 applicable agency. The award of the arbitrator shall be final and binding and the costs of the arbitration shall be borne equally by the parties.

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

15.3: 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.

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

#### ARTICLE XVI RULES AND REGULATIONS

16.1: 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 XVII LEAVES OF ABSENCE

17.1: 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.

17.2: 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.

17.3: Authorization or denial of 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.

17.4: 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.

17.5: 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.

17.6: 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.

17.7: 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 regular employee who is a Reservist, who must attend, annual active duty 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.

17.8: 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.

17.9: 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.

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

17.11: Bereavement 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. Such leaves are for the death of family members of employees and may be taken following the death and prior to and after the funeral of said member. The leave shall be in addition to regular days off or holidays, up to a maximum of two (2) days, which includes the day of the funeral or ceremony. Leaves are granted for employees unable to attend the funeral or ceremony, with verification of the death provided to the department with pay.

Immediate family is defined as: spouse, child, brother, sister, parent, parent-in-law, stepparent, grandparent, grandchild, stepbrother, stepsister, stepchild, stepparent-in-law, and relatives residing in the same household shall be considered as immediate family.

Up to one day shall be granted for the employee's or spouse's brother-in-law, sister-in-law, or grandparents-in-law, or employee's niece, nephew, uncle or aunt.

17.12: Medical leave for six (6) months using FMLA guidelines with seniority.

## ARTICLE XVIII GENERAL

18.1: 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  
Car Jacket  
Summer and Winter Trousers  
Fur Hat  
Shirts  
Raincoat  
Sam Browne Belt  
Side Arm  
Night Stick  
Kel Flashlight  
Cartridge Case  
Trouser Belts  
Wooly Pully Sweaters  
Threat Level IIA Body Armor

Cap  
Helmet  
Tie  
Whistle  
Badge  
Cap Emblem  
Holster  
Riot Stick  
Handcuffs  
Ammunition  
Handcuff Case  
Belt Ring and suitable  
containers for records

The City shall supply all sworn police personnel in the Police Department body armor. Such body armor protection shall be required to be worn as directed by the Chief. Failure to wear such equipment shall be treated as a violation of the department's general order on Wearing of Uniforms, subject to disciplinary actions. Body armor shall be standard issue as other apparel and equipment as established by departmental regulation.

On a periodic basis, the City will solicit bids for the purchase of body armor. The City will designate the two lowest bidders with the lower of the two bidders being designated as the supplier.

The minimum acceptable armor level will be the Threat Level IIA or equivalent as established by the National Institute of Justice.

Officers will have two (2) choices of manufacturers of body armor. The City will pay the cost of the lower of the two successful bidders. Officers wishing to purchase body armor from the higher cost manufacturer may do so with the cost differential being the sole responsibility of the officer.

The wearing of body armor will be mandatory at the sole direction and discretion of the Chief. The Chief will determine by general order, those "high risk exposures" where mandatory body armor use is required.

With respect to salvage of personal body armor, the City will work with individual desires on disposal of vests but will assume no responsibility for disposition.

Keeping in mind the City's desire to maintain fiscal integrity now and in the future, equipment will be distributed on a priority basis over two fiscal years.

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 seven hundred dollars (\$700.00) per year while assigned to such duties, payable on July 1st of each calendar year.

18.2: Damaged or Destroyed Personal Property. In the event an employee covered by this Agreement, while in the course of his/her employment, loses, damages or destroys his/her prescription eyeglasses, will be replaced on a case-by-case basis using the City's vision plan maximum of \$200. Dental items (bridges, dentures or caps) shoes, clipboard or watch, the City shall repair or replace, at its option, such item or items, with the return of damaged item, before reimbursement.



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.

18.3: 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 MIOSHA regulations. Both parties agree that they will adhere to MIOSHA 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.

18.4: 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.

18.5: 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.

18.6: 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.

18.7: 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.

18.8: 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.

18.9: 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.

18.10: 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.

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

18.12: 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.

18.13: 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.

18.14: The Employer will provide, wash rooms and lockers for the changing and sorting of clothing. All property owned and/or controlled by the City, including lockers, desks or other property issued to an employee, is subject to City inspection at any time as there is no expectation of privacy.

18.15: 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 VII, Section 3)
- B. All employees covered by this Agreement and who 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 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 VII, 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.

18.16: **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, 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.

--Overtime shall be equalized by section on a one-year cycle, with the sections being designated by the Department for contractual purposes. Refer to Article XII, Section 12.2.

18.17: **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. For employees hired after September 15, 2011, there shall be a maximum of 120 hours of compensatory time that may be banked.

#### ARTICLE XIX PAID TIME OFF (PTO)

19.1: All current bargaining unit members shall have all of their accumulated vacation leave and one half (1/2) of their accumulated sick leave, up to one hundred (100) days, converted to PTO. Those bargaining unit members who by January 1, 2002, have a combination of vacation and sick leave hours that equal or exceed 1312 hours shall be granted the 1312 hours of PTO. Members hired before 2002 shall be allowed to accrue up to the maximum of 1312 hours of PTO. On January 1, of each year bargaining unit members shall receive PTO days based on the following schedule, plus 24 hours of PTO for S/L term disability:

	Hired		STD	PTO w/ STD	PTO	Max rollover	Max PTO adder & rollover
POAM	Before (a) 2002	0-05 Yrs	24	264	240	1312	1576
	Before (b) 2002	5-10 Yrs	24	280	256	1312	1592
	Before (c) 2002	10+ Yrs	24	328	304	1312	1640
	After (a) 2002	0-05 Yrs	24	264	240	480	744
	After (b) 2002	5-10 Yrs	24	280	256	512	792
POAM	After (c) 2002	10+ Yrs	24	328	304	608	936

19.2: PTO time may be taken in one-hour (1) increments or more if requested and approved at least twenty-four hours, in advance. It is understood that workflow demands and other employer concerns may result in the employee's inability to combine PTO and compensatory time off. Also, may restrict the occasions or length of time available for employees to take paid time off.

19.3: Employees hired into the bargaining unit from the outside, effective January 1, 2002, shall be allowed to accumulate PTO time up to a maximum of twice the annual accrual rate. On December 31<sup>st</sup>, of each year any PTO time over twice the annual accrual rate will be eliminated. On January 1<sup>st</sup> of each year employees shall receive PTO days based on the schedule in section 19.1.

19.4: Any employee who has successfully completed their one (1) year probationary period and is separated from the Employers service will be entitled to receive pay for any unused PTO days. Payment shall be made at the rate the employee is earning at the time of separation.

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

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

19.7: Bargaining unit members hired prior to January 1, 2002, upon retirement, will be paid up to a maximum of 1312 PTO hours upon retirement and such payment will become part of the employee's final average compensation (FAC). Employees hired into the bargaining unit on/or after January 1, 2002, shall be paid upon retirement up to twice the annual accrual of PTO days and such payment will become part of the employee's final average compensation (FAC). PTO payouts will not be included in any final average compensation calculations for employees eligible for the Hybrid pension plan.

19.8: Employees who leave the employment of the City (Voluntary or Involuntary), will have the PTO time that was credited on January 1 of the year of separation, prorated for the year. If the employee has used more than the calculated pro-rata amount, the balance will be paid back to the City by the employee through his/her last paycheck or as a direct payment to the city if last pay is not sufficient. Payment shall be at the employee's straight time hourly rate of pay at the time of termination.

## ARTICLE XX HEALTH INSURANCE

20.1: The City will provide Healthcare coverage to all full time regular employees who are members of the collective bargaining agreement, and their eligible dependents. The City shall pay the premium cost, except as outlined below.

### 20.2: POAM Rank and File Healthcare Benefits

- A. All employees enrolled in the City's Health Care Plan shall be provided with Community Blue 4 PPO, or substantially similar coverage.
- B. The drug rider will be \$7 generic/\$35 formulary/\$70 non-formulary, with no reimbursement. Step therapy shall apply for all employees and all medications where applicable.



C. Employee Contribution: All employees, regardless of hire dated shall have the following bi-weekly contribution deducted from their paycheck:

Effective July 1, 2016: single plan (\$45); two person plan (\$60); and family plan (\$75).  
Effective September 22, 2016: single plan (\$40); two person plan (\$55); and family plan (\$70).  
Effective July 1, 2018: single plan (\$45); two person plan (\$60); and family plan (\$75).

(Also see Article 20.4 A). Healthcare Contribution obligations continue when an employee is not working due to any absence from work.

The Health Care committee shall be the ongoing communication vehicle for the review and monitoring of the overall City health care cost containment efforts.

Upon execution of the collective bargaining agreement dated July 1, 2014, eligible retirees hired prior to February 9, 2009 and dependents will maintain the same level of Benefits and shall be responsible for both current and future Negotiated or imposed (Per PA 312) cost sharing contributions are Required to be paid by the active employees with an annual cap on the Contributions as follows:

Single \$1500; Two Person \$1700; Family \$2100. These caps shall not include any mandated deductibles that retirees must pay for provided health insurance.

20.3: Retiree Healthcare. For defined benefit employees hired prior to January 1, 2002, the City will continue to provide healthcare and RX coverage based on contribution requirements in Section 20.2(B and C) and 20.4 (B), for retirees and their eligible dependents effective the date of retirement from active employment.

The City shall have no obligation to furnish or pay the insurance for a retiree during the period of time in which a retiree is otherwise employed by another employer and; the employer of said retiree provides paid insurance coverage substantially similar to that which is provided for by the City. The City may request periodic proof of other coverage to verify other coverage. At age sixty-five (65) this working restriction does not apply. (Also see Article 20.5)

The retiree must have been under the City's Health Care plan immediately subsequent to the date of his/her retirement to be entitled to the benefits of this section. The only exception to this requirement would be in the case of a qualified deferred, defined benefit pension when an employee has at least 18 years of vested; credited service with the City (includes those members who purchase generic service time as outlined in Article 22.6). In this instance, the employee can enroll in Healthcare coverage on the date they become eligible to receive their pension however, the deferred pension period may not be more than two (2) years. The coverage and contributions will be that which is in effect at the time the employee commenced their deferred pension.

20.3 (A) Defined Contribution Retirees: Eligibility for retiree healthcare for a defined contribution employee hired after January 1, 2002 and before February 9, 2009, is an employee who immediately leaves the City from active employment at age 55 or later. All Health Care Vesting schedule requirements would apply along with the required employee contributions at the time of retirement.

20.4 A: Retirees eligible for healthcare will be obligated to pay all premium sharing, deductibles and co-pays in effect on their date of retirement. An employee retiring prior to being fully vested in the Healthcare Plan will also be required to pay the percentage of the premium prescribed in 20.4 (B). Any Employee who retires may not add a spouse or dependents to their health insurance after they have left the service of the City.

20.4 (B): Health Care Vesting Schedule: In addition to contributions, co pays and deductibles as outlined in Article 20.2(B and C), Retirees will also be responsible for a portion of their illustrative rate (premium) according to the Health Care Vesting Schedule outlined below. The illustrative rates are determined annually at the City's renewal date.

100% coverage - 20 years of Service and over  
80% coverage - 18 years of Service but less than 20  
50% coverage - 10 years of Service but less than 18  
0% coverage - Less than 10 years of service

(Years of service excludes military time for purposes of this section)

20.5: Retirees who are eligible for healthcare and retire after July 1, 1996 and work for an employer that provides health insurance group coverage, shall be required to exercise one of the following options:

- A. They may remain under the City's Health Care group coverage provided, however, that they reimburse to the City, on a monthly basis, a sum equal to the premium payment for their Health Care 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, transfer back to the City's Health Care 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 Health Care group coverage. It should be noted that in the event a retiree withdraws from the City's Health Care group coverage and does not receive health insurance benefits through another employer, said retiree may be permitted at a later date, to re-enter the City of Saginaw Health Care group coverage that is in place at the time of re-enter, if no more than 30 days have elapsed before requesting such transfer.

20.6 A. Post 65 Retiree Health Care Coverage: The City shall pay the cost of retiree (post 65) and dependent supplemental Health Care coverage less the applicable vesting schedule requirements (Article 20.4(B)); and contributions, deductibles and co pays (Article 20.2 (B and C)), after the retiree reaches the age of sixty-five (65). Retirees must enroll in Medicare when they turn age 65 and provide the City with a copy of their Medicare card. No other benefits (opt out) will be offered in lieu of these health insurance benefits in the event the retiree elects not to be covered.

20.6 B. New employees hired after February 9, 2009 will not be eligible for Retiree Health Care however; they will be enrolled in the MERS Health Care Savings Program (HCSP). The City will contribute \$125 per month with a graduated vesting of 25% after 2 years, 50% after 4 years and 100% after 6 years. In addition, employees will elect to contribute \$15 per bi-weekly pay to the program. Employees who retire or otherwise terminate employment with the City will be entitled to apply their contribution and their vested City contributions toward the purchase of health insurance in accordance with IRS regulations and MERS (HCSP) Plan document. Account balances used for reasons other than healthcare expenses will be subject to IRS regulations.

20.7: 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 D-2424. 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.

Dental: The Employer shall provide to employees and their families, at no cost to the employees, Delta Dental Plan Orthodontics coverage at 50% co-pay with a \$1,200 lifetime maximum.

The Employer will provide 100% Class I benefits to employees and their families, at no cost to the employees.

- A. Benefit Year. July 1 through December 31.
- B. Waiting Period. Employees who are eligible for dental benefits are automatically covered on the first day of the month following the date of hire.
- C. Eligible Persons. All police officers of the contractor, All eligible are your legal spouse and your dependent children to the end of the calendar year in which they attain the age of 19 or your dependent unmarried children to the end of the calendar year in which they attain the age of 25 if eligible as defined in the Definitions section of the Dental Care Certificate. See page 4, item 11.
- D. Selected Benefits.
  - Class I Benefits - Basic Dental Services
  - Class II Benefits - Prosthodontic Dental Services
  - Class III Benefits - Orthodontic Dental Services (to age 19)
- E. Selected Percentage.
  - Class I Benefits - 100% (diagnostic, preventive, and minor emergency procedures to relieve pain)
  - Class I Benefits - 50% (balance of Class I benefits including radiographs)
  - Class II Benefits - 50%
  - Class III Benefits - 50%
- F. Maximum Contract Benefit. \$800 per person total per benefit year on Class I and Class II Benefits. Delta's payment for Class III Benefits shall not exceed a lifetime maximum of \$1,200 per eligible person.
- G. Deductible. None.
- H. Enrollment. Where two subscribers are eligible under the same group, and are legally married to each other, they shall be enrolled under two application cards and shall receive benefits under the separate Delta contracts. See page 13 item VII.
- I. Termination. Benefits will cease on the last day of the month in which the employee is terminated.
- J. Plan Predetermination Amount. \$200.00.

20.8: Health Insurance Opt-Out. Employees/Retirees choosing to cancel their current City health insurance plan and be covered under their spouse's health insurance must:

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

Should there be any problems with obtaining proof of insurance under the spouse's policy; the 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. Effective January 1, 2002 opt-out cap shall be \$2500.

Retirees are eligible for the opt-out provision up to \$2500 cap.

Employees and Retirees shall be permitted to re-enter the City's Health Insurance once per year during the open enrollment period.

20.9: Optical: 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 \$9.25 per person.

The frame coverage's will be \$100 and contact lenses \$175 with a 24-month benefit frequency.

This plan provides for payment in full for covered services and/or materials up to Reasonable and Customary (R&C). The participating providers accept Reasonable and Customary as payment in full. Reasonable and Customary is surveyed every six (6) months. Patients may go to either an optometrist (O.D.) or an ophthalmologist (M.D.) and the exam will be covered in full with this plan. A maximum benefit allowance is established for contact lenses and frames. Patients have total freedom of choice for their doctors or opticians; they may see any doctor throughout the country and receive the non-panel reimbursement. If they choose to see a panel doctor, they are only responsible for the co-payment and uncovered items they choose because panel doctors wait for payment from us for all covered items.

	<u>Plan Pays</u>	<u>Patient Pays</u>	<u>Non-Panel Payment</u>
Examination	R & C	-0-	M.D.\$60.00
	R & C	-0-	O.D. \$45.00
Lenses (Pair)			
Single Vision	R & C	-0-	\$60.00
Bifocals	R & C	-0-	\$85.00
Trifocals	R & C	-0-	\$105.00
Frames	\$100.00	Balance	\$100.00
Contact Lenses	\$175.00	Balance	\$175.00

(In lieu of all other benefits)

20.10: 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 XXI  
LIFE INSURANCE

21.1: The City shall assume the cost of term life insurance benefits with double indemnity provisions for all employees of the bargaining unit.

The Employer will assume increases, during the term of this agreement. 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) up to a \$50,000.00 maximum.

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

Retirees shall be provided with a \$10,000 life insurance policy.

ARTICLE XXII  
RETIREMENT BENEFITS

22.1: 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.

22.2: Effective 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.

22.3: Consistent with the award of Arbitrator Kruger in Case No. D80 D-2424, 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.

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

- A. Effective date of ratification, February 9, 2009, the pension ordinance shall be amended to provide 2.6% for the first (25) years of service (maximum 65%).
- B. Employees may retire after twenty (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) Sections 115.2, 126.2 and 127.2 of the pension ordinance have been amended to include Police Patrolman.  
  
(2) 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.
- F. All persons retiring after July 1, 2004, will receive a 2.5% non-compounded annual COLA payable at the latter of attainment of age 55 or one year following the employee's actual retirement date on all pensions. (Actual benefit cannot be received until after July 1, 2005) Employees agree to increase their pension contribution by 3.5% to pension fund on July 1, 2005. A recalculation of the cost of the pension change could be done on a regular basis (not more than once annually) the cost of the actuarial to be paid for by the party that request the actuarial, to determine if the net difference was less or more than 3.5%. At no time would the employee's contribution be less than 8% or more than 11.5%.
- G. The Union agrees to a one time 5% pre-tax donation to the pension system for one fiscal year beginning July of 2004. In return the City agrees to defer the payment of the payment of the COLA benefit for that year.
- H. Upon the death of the employee the listed benefactor will receive the reduced pension benefit based upon the annual amount of the pension at the date of death. The original COLA will be reduced by the appropriate percentage as elected by the pensioner at the original time of retirement.
- I. The Employer agrees to lift the outside employment work/salary restrictions on all pensions.
- J. Benefit Limitation: The Saginaw Police and Fire Retirement System shall not pay any benefit that would exceed the benefit limitations for governmental plans as set forth in Section 415 of the Internal Revenue Code and regulations as amended.

22.5: Defined Contribution: Effective January 1, 2002, all individuals entering the bargaining unit from the outside, shall participate in a Defined Contribution pension program. The Employer Contribution is thirteen Percent (13%) of earned wages and the Employee Contribution is eight percent (8%) of earned wages. The vesting schedule for the employer contribution is as follows:

Less than 3 years	- 0%
At 3 years	- 20%
At 4 years	- 30%
At 5 years	- 60%
At 6 years	- 80%
At 7 years	- 100%

22.6: Union members eligible for the defined benefit retirement plan may be able to purchase two (2) years of Generic service time. Union members are obligated to pay one hundred (100) percent of the actuarial cost and costs to purchase the Generic service time. Such purchase only applies to those individuals who have at least sixteen (16) years of service as of June 30, 2014. If a member purchases enough generic time to reach year 20, with the member paying 100% of the cost, the member shall receive their 20-year pension as if they worked the entire 20 years. Likewise, if a member purchases Generic time and falls short of the 20 years needed to retire, they will be a deferred retiree until such time that they reach their 20th anniversary date with the time purchased in order to receive their pension benefit.

Any POAM member who takes advantage of this purchase of service time is obligated to immediately retire thereafter. Moreover, upon retirement the POAM member who took advantage of such purchase will be obligated to pay one hundred (100) percent of the costs associated with City provided healthcare until the POAM member's 20 year anniversary date, inclusive of the purchased Generic service.

22.7: Employee in the Defined Benefit retirement plan will pay twenty five percent (25%) of the employee's annual wage for each year of military service credit purchased.

22.8: Effective April 1, 2015, all POAM members, including retirees, that are members of the Police and Fire Pension system will move to the MERS pension system. The retirement language shall read as follows:

The Municipal Employees' Retirement System (MERS) shall administer the pension system for all current retirees and all future retirees. The MERS Plan Document, policies and procedures of MERS shall control the administration of all employee pensions, including investments and payments, except as otherwise provided below.

#### ***Defined Benefit Plan***

The Defined Benefit Plan is for all employees hired prior to January 1, 2002. The provisions in this section apply to the administration of the Defined Benefit Plan only.

Employees in this division will be credited with one month of service credit for each month worked, provided however, that the employee works a minimum of 80 hours in that month. Hours worked includes those hours for which the employee is fully compensated, such as paid time off, vacation, or sick leave.

The multiplier shall be 2.6% with a maximum of 65% of FAC.

Final Average Compensation (FAC) will be computed using the average of the highest 3 consecutive or non-consecutive one year pay blocks out of the last 10 years of reported wages as reported to MERS by the Municipality. Wages outside of last 10 years will not be used in determining FAC and individual months cannot be used in more than 1 of the 3 pay blocks. In addition, a lump sum payment up to 1312 hours of PTO and 480 hours of comp time paid upon termination will be added to the calculation of compensation prior to the averaging of compensation to determine the FAC. (For example:  $FAC = \frac{FAC\ years\ 2006 + 2007 + 2008 + \text{value of } 1312\ \text{hours of PTO} + \text{value of } 480\ \text{hours of comp time}}{3} = FAC$ .)

The employee annual contribution is 11.5% pre-tax on all wages earned.

Employees who have accumulated 10 years of service credits in accordance with this section, and who have reached the age of 52 years, are eligible to retire and to receive a pension benefit calculated in accordance with this article.

Employees who have accumulated 20 years of service credits in accordance with this section, regardless of age, are eligible to retire and to receive a pension benefit calculated in accordance with this article.

Employees who have accumulated more than 18 years of service credits in accordance with this section, regardless



of age, are eligible to retire and to receive a pension benefit calculated in accordance with this article once they would have accumulated 20 years of service credits had they continued to work.

Duty related disability benefits are subject to MERS processes and approval with the disability being the natural and proximate result of on-the-job injury. There are no vesting requirements. Benefits will be paid if the member is determined to be disabled under MERS' definition. The benefit will be 65% of the FAC.

Non-Duty related disability benefits are subject to MERS processes and approval. The member must have 5 years of service in order to qualify. Benefit computed as regular retirement with up to 10 years of additional service granted from the date of disability to the date the member would have attained 20 years of service. Benefits will be paid if the member is determined to be disabled under MERS' definition.

Duty related death benefit has no vesting requirements. The surviving spouse will receive the greater of the result of the defined benefit formula or 25% of the FAC. If the member dies with no spouse, any children would equally share 25% of the member's straight life benefit until 21 or married. A survivor beneficiary would receive a portion of a vested member's straight life benefit. Spousal payments will continue even if the spouse remarries.

Non-Duty related death benefits are payable should death occur to an active member. The member must be vested in order to qualify. The spousal benefit will be 85% of the result of the defined benefit formula or the 100% Joint and Survivor benefit, whichever is higher. If a survivor beneficiary is named, he/she would receive a portion of the straight life benefit. If the member dies with no spouse or survivor beneficiary, any children would equally share 50% of the member's straight life benefit until 21 or married.

Upon retirement, any employee with a spousal beneficiary who has been married at least 1 year may elect to leave their surviving spouse 60% of their unreduced pension benefit, payable upon the passing of the retiree.

The COLA increase will become effective the January payroll after a participant turns 54 and has been on payroll at least 6 months provided the City notifies MERS each November 1st of who needs to be added to the COLA list.

22.10: Hybrid Plan. All Employees hired after November 10, 2014 will be enrolled in the MERS Hybrid Plan and will not have a choice to be enrolled in the Defined Contribution plan as outlined in Article 22.5 above. Employees hired after January 1, 2002 and before October 20, 2014, will have a one time, irrevocable election to either stay in the Defined Contribution plan as outlined above or become enrolled in the MERS Hybrid Plan. The effective date of the new plan is January 1, 2015. The Hybrid Plan language shall read as follows:

The Municipal Employees' Retirement System (MERS) shall administer the pension system for all current retirees and all future retirees. The MERS Plan Document, policies and procedures of MERS shall control the administration of all employee pensions, including investments and payments.

#### ***Hybrid Plan***

Effective January 1, 2015, sworn police officers hired on or after January 1, 2002 shall be provided with the MERS hybrid pension plan (which includes a component of a defined benefit and defined contribution).

Employees in this division will be credited with one month of service credit for each month worked, provided however, that the employee works a minimum of 130 hours in that month. Hours worked includes those hours for which the employee is fully compensated, such as paid time off.

The Defined Benefit component will have a 1.50% multiplier.

Final Average Compensation (FAC) will be computed using the average of the highest consecutive 3 year (36 month) period of earnings from the member's entire work history as reported to MERS by the Municipality.

Employees' who have accumulated 6 years of service credits in accordance with this section, once they attain the age of 60 years, are eligible to retire and to receive a Defined Benefit pension.

Employees' who have accumulated 25 years of service credits in accordance with this section, once they reach age 55, are eligible to retire and to receive a Defined Benefit pension.

The City will contribute a maximum of 13% to the Hybrid Plan. Annually, as required contributions to the DB portion of the Plan are determined, the employer DC contributions will be adjusted so the total contributions remain under the 13% cap. If the contributions to the DB plan exceed 13%, the employees will begin contributing to the DB plan.

Employees will vest on the Defined Contribution employer contributions according to the following schedule: After 3 year of service, 25% vested; 4 years, 50% vested; 5 years, 75% vested; 6 years, 100% vested.

Employees will contribute 8% of all earnings to the Defined Contribution component of the Hybrid Plan on a pre-tax basis. Employees shall be 100% vested at all times on their own contributions.

Any eligible employee enrolled in this plan who is promoted will retain these pension benefits.

#### ARTICLE XXIII DEFERRED COMPENSATION

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

#### ARTICLE XXIV POLICE PROFESSIONAL LIABILITY COVERAGE

24.1: 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 XXV FIREARMS

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

25.2: 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. Considering 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 12:00 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.

ARTICLE XXVI  
SELECTION OF VEHICLES

26.1: 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 XXVII  
REMUNERATION

27.1: Salary Schedule.

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

Wages: Effective	July 1, 2016	1%, across the board increase.
	July 1, 2017	2%, across the board increase.
	July 1, 2018	2%, across the board increase

27.2: Salary Progression - Longevity Pay.

- A. 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.
- B. 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:
  - 1. 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.

2. New employees hired after date of ratification, February 9, 2009, shall receive the following longevity payments. 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.

Upon completion of five (5) years of continuous full-time service \$180.00

Upon completion of ten (10) years of continuous full-time service \$360.00

Upon completion of fifteen (15) years of continuous full-time service \$540.00

Upon completion of twenty (20) years of continuous full-time service \$720.00

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

It is provided that only the first Eighteen Thousand Dollars (\$18,000) 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.

27.3: Employees who are appointed at the minimum step of the pay range shall be granted pay increases in accordance with the schedule for the classification to which they are assigned in the following manner:

- A. PP-A is the pay level for Provisional Patrol Officer during which time that officer is attending the basic mandatory training required by state law and prior to their being sworn in as a Saginaw Police Officer.
- B. Step "A" is the entrance pay step after being sworn in. Employees will remain at this step for the first year of employment.
- C. Step "B" is the second step in the pay range. Employees are eligible for an automatic increase in pay to this step upon the completion of one year of continuous, full-time employment and successful completion of the probation period. Upon recommendation of the Police Chief, an employee may receive this increase while serving an extension of their probation period.
- D. Step "C" is the third step in the pay range. Employees are eligible for an automatic increase in pay to this step upon completion of 18 months of continuous, full-time employment.

- E. Step "D" is the fourth step in the pay range. Employees become eligible for an automatic increase in pay to this step upon completion of 2 years of continuous, full-time employment.
- F. Step "E" is the fifth step in the pay range. Employees become eligible for an automatic increase in pay to this step upon completion of 3 years of continuous, full-time employment.
- G. Step "F" is the sixth step in the pay range. Employees become eligible for an automatic increase in pay to this step upon completion of 4 years of continuous, full-time employment.

27.4: Shift Pay Differential. A shift premium shall be paid as follows:

A rate of 0% for any officer working the hours of 0700-1500.

A rate of 5% for any officer working the hours of 1500-2300.

A rate of 7% for any officer working the hours of 2300-0700.

Employees working the umbrella shift shall receive the shift pay differential applicable to the hours of service, which fall within the second and third shifts, respectively.

As illustrated above, an officer working 0700 until 1900 would receive 5% shift premium for the final four (4) hours of their shift.

An officer working 1500 until 0300 would received 5% shift premium for the first eight (8) hours of their shift and 7% shift premium for the final four (4) hours of their shift.

An officer working 1900 until 0700 would receive 5% shift premium for the first four (4) hours of their shift and 7% shift premium for the final eight (8) hours of their shift.

27.5: 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 XXVIII PHYSICAL EXAMINATION

28.1: 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. A voluntary physical fitness program shall be designed by the parties, which includes a health club membership reimbursement of one-half (1/2) up to \$150 for membership fees, paid annually effective July 1, 1997.

28.2: Effective January 1, 1993, employees are subject to a drug testing policy as set forth below.



- A. Purpose. The purpose of this order is to provide all sworn officers with notice of the provisions of the departmental drug-testing program.
- B. Policy. It is the policy of this department that the critical mission of law enforcement justifies maintenance of a drug-free work environment through the use of a reasonable employee drug-testing program.

The law enforcement profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an officer's physical and mental health and, thus, job performance.

Where law enforcement officers participate in illegal drug use and drug activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug free law enforcement profession, this department will implement a drug testing program to detect prohibited drug use by sworn employees.

C. Definitions.

- 1. Sworn Officer. Those officers who have been formally vested with full law enforcement powers and authority.
- 2. Supervisor. Those sworn officers assigned to a position having day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work element.
- 3. Drug Test. The compulsory production and submission of the employee's urine or blood in accordance with departmental procedures by an officer for chemical analysis to detect prohibited drug usage.
- 4. Reasonable Suspicion. The quantity of proof or the evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an officer. These facts or inferences would lead the reasonable person to suspect that the officer is or has been using drugs while on or off duty.
- 5. MRO - Medical Review Officer. The medical review officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an officer's test results in conjunction with his or her medical history and any other relevant biomedical information.

D. Procedures/Rules.

- I. General Rules. The following rules shall apply to all officers, while on and off duty:
  - a. No officer shall illegally use, possess or sell any controlled substance.
  - b. No officer shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
    - (i) Officers shall notify their immediate supervisor when required to use prescription medicine that may influence their job performance. The officer shall submit one of the following:
      - (a) Note from the prescribing doctor,
      - (b) Copy of the prescription;
      - (c) Show the bottle label to his immediate supervisor.
    - (ii) Supervisors shall document this information and retain the memorandum for at least thirty-30-days.
  - (c) No officer shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.
  - (d) Any officer who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his supervisor so that appropriate medical steps may be taken to ensure the officer's health and safety.
  - (e) Any officer having a reasonable basis to believe that another officer is illegally using, or is in possession of, any controlled substance shall immediately report the facts and circumstances to his supervisor.
  - (f) Discipline of sworn officers for any violation of this drug testing policy shall be in accordance with the due process rights provided in the department's rules and regulations, policies and procedures, and the collective bargaining agreement. (The officer may be immediately relieved of duty pending a departmental investigation at the discretion of the Chief or his designee, when one of the following occurs:
    - (i) A refusal to participate;
    - (ii) Reasonable suspicion;
    - (iii) The Medical Review Officer determines that an officer's drug test was positive).



2. Applicant Drug Testing

- a. Applicants for the position of Police Officer shall be required to take a drug test as a condition of employment during a pre-employment medical examination.
- b. Applicants shall be disqualified from further consideration for employment under the following circumstances,
  - (i) Refusal to submit to a required drug test, or
  - (ii) A confirmed positive drug test indicating drug use prohibited by this order.

3. Right of Inspection. All property owned and/or controlled by the City, including lockers, desks or other property issued to an employee, is subject to City inspection at any time as there is no expectation of privacy.

4. Testing Standards. Sworn officers will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below:

- a. A drug test will be administered as part of any promotional physical examination required by this department.
- b. A drug screening, test shall be considered as a condition of acceptance to the narcotic unit. Furthermore, the members of the narcotic unit will be tested randomly at least once every six months and also when an officer leaves the unit.
- c. The Employer may order a sworn officer to submit a drug test when there is reasonable suspicion that the sworn officer is or has been using illegal drugs or prescription drugs in violation of this policy. Reasonable suspicion may be based upon, for example, among other things, direct observation of use and/or the physical symptoms of having used drugs, a pattern of abnormal conduct or erratic behavior including, but not limited to, excessive absenteeism, tardiness, indifferent job performance, poor work, and on-the-job injuries or accidents, indictment for a drug-related offense, and/or newly-discovered evidence that the employee has tampered with a previous urine sample and/or drug test.
- d. A sworn officer's failure or refusal to submit to a drug test as directed by the Department or the alteration or substitution of a specimen shall be a violation of this drug testing policy and shall result in discipline up to, and including, discharge.

5. Drug Use Determination. The determination that an employee uses illegal drugs may be made on the basis of direct observation, confirmed results of the Department's drug testing program, the employee's own admission or other appropriate basis.

6. Penalty. Violation of any provision of this drug testing order shall be grounds for disciplinary action. Discipline shall be administered as set forth in the City of Saginaw Police Department rules and regulations, and may include discharge from the Police Department. Any discipline remains subject to review in accordance with the collective bargaining agreement.

7. Drug Testing Procedures.

- a. The testing procedures and safeguards provided in this order shall be adhered to by any laboratory personnel administering departmental drug tests.
- b. Laboratory personnel authorized to administer departmental drug test shall require positive identification from each officer to be tested before the officer enters the testing area.
- c. In order to prevent a false positive test result, a pre-test interview shall be conducted by testing personnel to ascertain and document the officer's recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs.
- d. The testing area shall be private and secure. Authorized testing personnel shall search the testing area before an officer enters same, in order to document that the area is free of any foreign substances. Authorized testing personnel may:
  - (i) Control the test area to ensure that samples have not been hidden for substitution,
  - (ii) Prohibit the carrying of purses, bags, luggage, briefcases, or other containers into the test area,
  - (iii) Prohibit the wearing of coats and/or jackets into the test area; and

It is recognized that the City has the right to request the clinic personnel administering a urine drug test to take such steps as checking the color and temperature of the urine specimen(s) to detect tampering or substitution, provided that the employee's right of privacy is guaranteed, and in no circumstances may observation take place while the employee is producing the urine specimens. If it is established that the employees' specimen has been intentionally tampered with or substituted by the employee, the employee is subject to discipline as if the specimen tested positive. In order to deter adulteration of the urine specimen during the collection process, physiologic determinations such as creatinine, specific gravity and/or chloride measurements may be performed by the laboratory.

Any findings by the laboratory outside the "normal" ranges for creatinine, specific gravity and/or chloride shall be immediately reported to the City so that another specimen can be collected without undue delay. The clinic shall also immediately notify the MRO.

- e. Where the officer appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The officer shall be permitted no more than two (2) hours to give a sample. During that time, the officer shall remain in the testing area, which shall remain under the observation and control of the clinic personnel. Direct observation of the officer producing the sample is prohibited. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the MRO.
- f. Urine in excess of the first 60ml shall be placed in second container by authorized testing personnel. The samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall remain at the facility in frozen storage. If an employee is told that the first (1st) sample tested positive, the employee may, within seventy-two (72) hours of receipt of actual notice, request that the second (2nd) urine specimen be forwarded by the first (1st) laboratory to another independent and unrelated, approved laboratory of the parties' choice for GC/MS confirmatory testing of the presence of the drug. If the officer requests a second test, he/she shall simultaneously pay to the City the cost of the second test. The officer may be suspended without pay once the first (1st) laboratory reports a positive finding while the second (2nd) test is being performed. If the second (2nd) laboratory report is negative, the officer will be reimbursed for the cost of the second (2nd) test and for all lost time.
- g. All specimen samples shall be sealed, labeled, initialed by the officer and laboratory technician, and checked against the identity of the officer. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative.

8. Drug Testing Methodology

- a. The testing or processing phase shall consist of:
  - (i) Initial screening test;
  - (ii) Confirmation test--if the initial screen testing is positive.
- b. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending". Notification of test results to the supervisor or other departmental designed shall be held until the confirmation test results are obtained and verified by the MRO.
- c. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.

- d. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse, including heroin amphetamines and barbiturates. Personnel utilized for testing will be qualified to collect urine samples, or adequately trained in collection procedures.
- e. Concentrations of a drug at or about the following levels shall be considered a positive test result when using the initial immunoassay drug-screening test:

(i) Initial Test Standards

The initial test shall use an immunoassay, which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether negative or positive for these classes of drugs:

SKBL	
Analyze	Initial Test Level (ng/ml)
(1) Canabinoids	100
(2) Cocaine	300
(3) Opiates	300
(4) Phencyclidine	25
(5) Amphetamines	1000
(6) Barbiturates	300/3000
(7) Benzodiazepines	300
(8) Methaqualone	300
(9) Methadone	300
(10) Propoxyphene	300

Some specimens may be subjected to initial testing by methods other than immunoassays, where the latter are unavailable for detection of specific drugs of special concern.

2. Confirmatory Test Standards

Some specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) technique. Quantitative GC/MS confirmation procedures at the following cutoff values shall be used for the following drugs:

SKBL	
Analyze	Confirmation Test Level (ng/ml)
(1) Marijuana Metabolite	15
(2) Cocaine Metabolite	150
(3) Opiates	300
(4) Phencyclidine	25
(5) Amphetamines	500

(6) Barbiturates	200
(7) Benzodiazepines	200
(8) Methadone	200
(9) Methaqualone	200
(10) Propoxyphene	200

9. Chain of Evidence - Storage

- a. Each step in the collective and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
- b. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises, the specimens will be stored until all legal disputes are settled.

10. Drug Test Results. All record pertaining to departmental-required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However, medical, administrative, and immediate supervisory personnel may have access to relevant portions of the records as necessary to insure the acceptable performance of the officer's job duties.

ARTICLE XXIX  
OFF-DUTY RESTRICTIONS

29.1: Any employee who will be more than one hundred (100) miles distance from his/her declared residence for more than twenty-four (24) hours shall inform the Police Department of an address or telephone number where the 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 XXX  
SHORT AND LONG TERM DISABILITY AND INJURY TIME

30.1: Short Term Disability

All employees who after completion of six month of their probationary period shall be covered by a Group Short Term Disability Plan. Premiums for such policy shall be 100% paid for by the City. The Short Term Disability is for 26 weeks with benefits beginning on the first (1<sup>st</sup>) day for an accident or injury and the eighth (8<sup>th</sup>) day for an illness, as certified by a physician. Benefits shall be paid at 66 2/3% of the employee's wage. Employees may also use PTO days for disability periods of seven (7) days or less. Employees may also use PTO days in lieu of short-term disability benefits and may use PTO days at the applicable rate to subsidize the Short Term Disability benefit to equal 100% of their pay.

Long Term Disability

All employees who after completion of six months of their probationary period shall also be covered by a Group Long Term Disability plan. Premiums for such policy shall be 100% paid for by the City. Any employee who receives short-term benefits and continues to be disabled after 26 weeks shall receive Group Long Term Income Disability benefits until they no longer are disabled or until they reach age 65. This benefit shall be paid at 60% of the employee's wage. Employees may use PTO days at the applicable rate to subsidize the long-term disability benefit equal to 100% of their wages.



- A. A certification 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's designated medical provider before returning to work. The City's designated medical provider 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 designated medical provider, which shall be made on the proper form.
- B. 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 three (3) days per year. Denial of such days shall not be arbitrary or capricious.
- C. 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 Short/Long Disability or injury time shall not be entitled to additional court pay.

30.2: 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 (75%) percent 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 (25%) percent 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/she 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.

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 (1/2) 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.

Injury time will be in accordance with departmental policy for work related injuries set for eight-hour days. Any officer placed on light duty and forced into a non-patrol capacity may be moved into a position which requires he/she revert to an eight (8) hour work day until such time as that officer returns to full duty status. This decision will be made on a case by case basis depending on the type of work available at the time and the type of injury. In order to receive injury leave benefits, the employee must contact Human Resources 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 XXXI TRAINING

31.1: 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.

Conflicts may arise when an officer who normally works a 12-hour day is scheduled for an eight-hour training session. Training time will be used against work time on an hour-by-hour basis. For example, an officer who has an eight-hour training session scheduled at the SPD may be required to use four (4) hours of his/her compensation or PTO time to complete that particular day of service. However, this officer will also be afforded the opportunity to work four hours of his/her shift to complete this day. Out-of-town training may have similar results based on how many hours the officer was scheduled to work during the time of his/her training. Both the SPOA and SPD Administration agree to utilize a logical and practical solution to resolve training time issues and assure that neither the SPD nor the employee will lose hours and/or manpower.

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

#### ARTICLE XXXII EMPLOYER REQUIRED SCHOOLING

32.1: The Employer shall pay the tuition expenses and provide proper transportation for school designated. Employees will receive mileage of twenty two (22¢) 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/her own personal vehicle in the line of duty and on the basis of the Employer, he/she shall be accorded mileage of, twenty-two (22¢) cents per mile.

#### ARTICLE XXXIII EDUCATIONAL ASSISTANCE AND INCENTIVE PROGRAM

33.1: The City shall provide an educational assistance and incentive program. Under this program, tuition reimbursement to bargaining unit employees for tuition for college level courses and incentives for attaining degrees related to the job and /or to law enforcement may be provided by the City. The program provides for the Tuition

Reimbursement of up to \$750, each fiscal year for approved courses that the bargaining unit member receives a C or better for the course. This does not cover books or fees. An educational incentive is hereby established, for those patrol officers who receive a criminal justice related degree. The incentive payment is based on the degree level and paid to the employee at the time of and once the degree is granted. The following show the respective dollar amounts paid for the level of the degree at the time such degree is earned.

Educational Incentive -	\$ 500 for Associate Degree
	\$1000 for Bachelor of Arts or Science
	\$1200 for a Master of Arts Degree

Effective July 1, 2001, the above portion of this article shall apply to any employees hired on or after July 1, 1986, that have attained the appropriated degree.

Effective with ratification of this agreement, tuition reimbursement is approved in the Department in accordance with City Policy. Patrol officers shall be entitled, up to \$750 per fiscal year for tuition reimbursement.

33.2: Academy Repayment Members of the bargaining unit hired after ratification of this agreement shall be required to repay the employer for 100% of the cost of academy training if that member voluntarily leaves service of the Saginaw Police Department prior to completing one year of service.

The member will be required to reimburse the employer for 66 percent of the cost of academy training if that member voluntarily leaves prior to completing two years of services.

The member will be required to reimburse the employer for 33 percent of the cost of academy training if that member voluntarily leaves prior to completing three years of services.

#### ARTICLE XXXIV OUTSIDE EMPLOYMENT

34.1: Each employee engaged in outside employment involving "police work" shall, during such periods of employment, be considered to be on duty, provided such employee is not otherwise covered by 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/she commences his/her outside employment and when he/she ceases his/her employment for the day. The City shall designate an agent to receive such information.

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 facilities 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. 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, and is not part of a regular shift, is not considered to be outside employment, but will be handled in accordance with overtime provisions of Article XVIII - Section 16 and paid at the rate of time and one-half (1-1/2).

ARTICLE XXXV  
CITY TO PROVIDE COPIES OF AGREEMENT

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

ARTICLE XXXVI  
REOPENING

36.1: 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 XXXVII  
UNIFORM CLEANING

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

ARTICLE XXXVIII  
EMPLOYEE RIGHTS

38.1: 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 and/or board member.

- 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 XXXIX SEVERABILITY CLAUSE

39.1: 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 XL WAIVER CLAUSE

40.1: The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of 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 XLI TERMINATION

41.1: This Agreement shall be effective from the date of execution and shall remain in full force and effect until the 30th day of June 2019.

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.

#### ARTICLE XLII HOLIDAY PAY

42.1: Holiday pay will be paid to those employees working a holiday at two times their regular hourly rate for all hours worked. POAM members who are assigned to work a recognized holiday will continue to be paid two times his or her regular rate of pay. However, any POAM member assigned to work a scheduled holiday whose hours are extended beyond a regular 12 hour shift shall be paid one and a half (1/2) times his or her regular rate for those extended hours. Refer to Appendix "H".

For the purpose of computing holiday pay, any work started after 12:01 a.m. on the calendar day till 12 midnight of the calendar day will be paid at double time. This means you must start working between these times and you will be compensated at double time for all continuous hours worked regardless of ending time or date. All employees working in a non-patrol function shall have the option of taking the day off with straight pay. Recognizing the fact that a minimum amount of employees may be ordered for certain assignments, the employer shall have the right to set a minimum staffing level to work on the holiday. Employees shall have the option of taking the day off based on seniority.

42.2: Holidays:

New Year's Day (January 1st)  
Dr. Martin Luther King's Birthday (3rd Monday in January)  
Good Friday (observed)  
Memorial Day (observed)  
Independence Day (July 4th)  
Labor Day (observed)  
Veteran's Day (November 11th)  
Thanksgiving Day (observed)  
Friday after Thanksgiving (observed)  
Christmas Eve Day (December 24th)  
Christmas Day (December 25th)  
Birthday\*

\*An Employee is entitled to a day off per year, with pay at straight time, on a day that is normally scheduled as a work day. The day off must be coordinated with the Chief of Police or his/her designee so the day off does not create overtime on the employee's shift. The day off may be taken in the same pay period the birthday falls or it can be taken in the pay period prior to or after the pay period in which the birthday falls. The Birthday holiday is not intended to create a situation of double time pay for the employee.

ARTICLE XLIII  
MISCELLANEOUS

43.1: The City has the option in its discretion to train police officers in fire suppression and fire protection services. Prior to assigning these additional duties, the parties agree to negotiate any changes in responsibilities and compensation.

43.2 Within sixty (60) days of ratification of a new collective bargaining agreement, the parties shall meet to discuss the possibility of adopting a performance based evaluation system for POAM members.


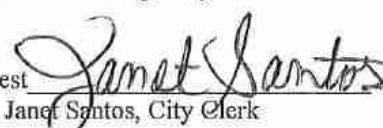
43.3 The City has the option to hire Part Time Police Officers to work in conjunction with Full Time Police Officers. The Part Time officers will be Union Positions, limited to no more than 10% (rounded up) of filled personnel with maximum working hours per week of 28 hours.

IN WITNESS WHEREOF, the parties hereto have set their hands this 15<sup>th</sup> day of September, 2016.

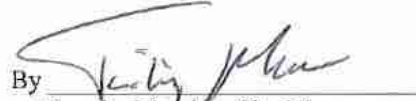
**POLICE OFFICERS ASSOCIATION,  
OF MICHIGAN**

  
James A. Tiganelli  
Business Agent  
  
Douglas Wortley, President


**CITY OF SAGINAW**

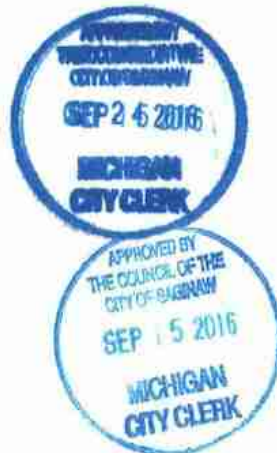
By   
Dennis Browning, Mayor  
Attest   
Janet Santos, City Clerk

**APPROVED AS TO SUBSTANCE:**

By   
Timothy Morales, City Manager

**APPROVED AS TO FORM:**

By   
John Clark, City Labor Attorney



Revised: 9/16/16



**POLICE PATROL (POAM)**  
**For Employees Hired Prior to February 9, 2009**

**POAM 07/01/16 THROUGH 6/30/17**

Rate Increase: 1.0%

Grade	Step	PO Base		P9 2%		P4 4%		P6 6%		P8 8%	
			Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Old P2	1	39,823	19.1458	40,183	19.3189	40,543	19.4919	40,903	19.6650	41,263	19.8381
	2	42,755	20.5551	43,115	20.7282	43,475	20.9013	43,835	21.0743	44,195	21.2474
	3	44,271	21.2842	44,631	21.4573	44,991	21.6304	45,351	21.8034	45,711	21.9765
	4	45,710	21.9760	46,070	22.1490	46,430	22.3221	46,790	22.4952	47,150	22.6683
	5	48,745	23.4353	49,105	23.6083	49,465	23.7814	49,825	23.9545	50,185	24.1276
	6	51,598	24.8067	51,958	24.9797	52,318	25.1528	52,678	25.3259	53,038	25.4990



**POLICE PATROL (POAM)**  
**For Employees Hired On or After February 9, 2009**

**POAM 07/01/16 THROUGH 6/30/17**

Rate Increase: 1.0%

Grade	Step	PO Base		PP9 1%		PP4 2%		PP6 3%		PP8 4%	
		Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Old P2	1	39,823	19.1458	40,003	19.2323	40,183	19.3189	40,363	19.4054	40,543	19.4919
	2	42,755	20.5551	42,935	20.6416	43,115	20.7282	43,295	20.8147	43,475	20.9013
	3	44,271	21.2842	44,451	21.3707	44,631	21.4573	44,811	21.5438	44,991	21.6304
	4	45,710	21.9760	45,890	22.0625	46,070	22.1490	46,250	22.2356	46,430	22.3221
	5	48,745	23.4353	48,925	23.5218	49,105	23.6083	49,285	23.6949	49,465	23.7814
	6	51,598	24.8067	51,778	24.8932	51,958	24.9797	52,138	25.0663	52,318	25.1528

**POLICE PATROL (POAM)**  
**For Employees Hired Prior to February 9, 2009**

**POAM 07/01/17 THROUGH 6/30/18**

Rate Increase: 2.0%

Grade	Step	PO Base		P9 2%		P4 4%		P6 6%		P8 8%	
		Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Old P2	1	40,620	19.5287	40,980	19.7018	41,340	19.8749	41,700	20.0479	42,060	20.2210
	2	43,610	20.9662	43,970	21.1393	44,330	21.3124	44,690	21.4854	45,050	21.6585
	3	45,157	21.7099	45,517	21.8830	45,877	22.0560	46,237	22.2291	46,597	22.4022
	4	46,624	22.4155	46,984	22.5885	47,344	22.7616	47,704	22.9347	48,064	23.1078
	5	49,720	23.9040	50,080	24.0770	50,440	24.2501	50,800	24.4232	51,160	24.5963
	6	52,630	25.3028	52,990	25.4759	53,350	25.6490	53,710	25.8220	54,070	25.9951

**POLICE PATROL (POAM)**  
**For Employees Hired On or After February 9, 2009**

**POAM 07/01/17 THROUGH 6/30/18**

Rate Increase: 2.0%

Grade	Step	PO Base		PP9 1%		PP4 2%		PP6 3%		PP8 4%	
		Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Old P2	1	40,620	19.5287	40,800	19.6152	40,980	19.7018	41,160	19.7883	41,340	19.8749
	2	43,610	20.9662	43,790	21.0527	43,970	21.1393	44,150	21.2258	44,330	21.3124
	3	45,157	21.7099	45,337	21.7964	45,517	21.8830	45,697	21.9695	45,877	22.0560
	4	46,624	22.4155	46,804	22.5020	46,984	22.5885	47,164	22.6751	47,344	22.7616
	5	49,720	23.9040	49,900	23.9905	50,080	24.0770	50,260	24.1636	50,440	24.2501
	6	52,630	25.3028	52,810	25.3893	52,990	25.4759	53,170	25.5624	53,350	25.6490

**POLICE PATROL (POAM)**  
**For Employees Hired Prior to February 9, 2009**

**POAM 07/01/18 THROUGH 6/30/19**

Rate Increase: 2.0%

Grade	Step	PO Base		P9 2%		P4 4%		P6 6%		P8 8%	
		Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Old P2	1	41,432	19.9193	41,792	20.0924	42,152	20.2654	42,512	20.4385	42,872	20.6116
	2	44,482	21.3855	44,842	21.5586	45,202	21.7317	45,562	21.9048	45,922	22.0778
	3	46,060	22.1441	46,420	22.3172	46,780	22.4902	47,140	22.6633	47,500	22.8364
	4	47,557	22.8638	47,917	23.0369	48,277	23.2099	48,637	23.3830	48,997	23.5561
	5	50,715	24.3820	51,075	24.5551	51,435	24.7282	51,795	24.9013	52,155	25.0744
	6	53,682	25.8089	54,042	25.9819	54,402	26.1550	54,762	26.3281	55,122	26.5012

**POLICE PATROL (POAM)**  
**For Employees Hired On or After February 9, 2009**

**POAM 07/01/18 THROUGH 6/30/19**

Rate Increase: 2.0%

Grade	Step	PO Base		PP9 1%		PP4 2%		PP6 3%		PP8 4%	
		Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Old P2	1	41,432	19.9193	41,612	20.0058	41,792	20.0924	41,972	20.1789	42,152	20.2654
	2	44,482	21.3855	44,662	21.4721	44,842	21.5586	45,022	21.6451	45,202	21.7317
	3	46,060	22.1441	46,240	22.2306	46,420	22.3172	46,600	22.4037	46,780	22.4902
	4	47,557	22.8638	47,737	22.9503	47,917	23.0369	48,097	23.1234	48,277	23.2099
	5	50,715	24.3820	50,895	24.4686	51,075	24.5551	51,255	24.6417	51,435	24.7282
	6	53,682	25.8089	53,862	25.8954	54,042	25.9819	54,222	26.0685	54,402	26.1550



## APPENDIX "B"

### ILLUSTRATIVE POLICE COLA PROPOSAL

# Illustrative Police COLA Proposal May 21, 2004

Age	Annual COLA	Pension Increase	Additional Pension	Total Return of Investment	Years to realize benefit
55	\$1,250.00	\$51,250.00	\$1,250.00	\$1,250.00	
56	\$1,250.00	\$52,500.00	\$2,500.00	\$3,750.00	
57	\$1,250.00	\$53,750.00	\$3,750.00	\$7,500.00	5 years at 3.5% (\$5750)
58	\$1,250.00	\$55,000.00	\$5,000.00	\$12,500.00	
59	\$1,250.00	\$56,250.00	\$6,250.00	\$18,750.00	10 years at 3.5% (\$17,500)
60	\$1,250.00	\$57,500.00	\$7,500.00	\$26,250.00	15 years at 3.5% (\$26,250)
61	\$1,250.00	\$58,750.00	\$8,750.00	\$35,000.00	
62	\$1,250.00	\$60,000.00	\$10,000.00	\$45,000.00	
63	\$1,250.00	\$61,250.00	\$11,250.00	\$56,250.00	
64	\$1,250.00	\$62,500.00	\$12,500.00	\$68,750.00	
65	\$1,250.00	\$63,750.00	\$13,750.00	\$82,500.00	
66	\$1,250.00	\$65,000.00	\$15,000.00	\$97,500.00	
67	\$1,250.00	\$66,250.00	\$16,250.00	\$113,750.00	
68	\$1,250.00	\$67,500.00	\$17,500.00	\$131,250.00	
69	\$1,250.00	\$68,750.00	\$18,750.00	\$150,000.00	
70	\$1,250.00	\$70,000.00	\$20,000.00	\$170,000.00	
71	\$1,250.00	\$71,250.00	\$21,250.00	\$191,250.00	
72	\$1,250.00	\$72,500.00	\$22,500.00	\$213,750.00	
73	\$1,250.00	\$73,750.00	\$23,750.00	\$237,500.00	
74	\$1,250.00	\$75,000.00	\$25,000.00	\$262,500.00	
75	\$1,250.00	\$76,250.00	\$26,250.00	\$288,750.00	
76	\$1,250.00	\$77,500.00	\$27,500.00	\$316,250.00	
77	\$1,250.00	\$78,750.00	\$28,750.00	\$345,000.00	
78	\$1,250.00	\$80,000.00	\$30,000.00	\$375,000.00	
79	\$1,250.00	\$81,250.00	\$31,250.00	\$406,250.00	
80	\$1,250.00	\$82,500.00	\$32,500.00	\$438,750.00	
81	\$1,250.00	\$83,750.00	\$33,750.00	\$472,500.00	
82	\$1,250.00	\$85,000.00	\$35,000.00	\$507,500.00	
83	\$1,250.00	\$86,250.00	\$36,250.00	\$543,750.00	
84	\$1,250.00	\$87,500.00	\$37,500.00	\$581,250.00	
85	\$1,250.00	\$88,750.00	\$38,750.00	\$620,000.00	
86	\$1,250.00	\$90,000.00	\$40,000.00	\$660,000.00	

Information provided by R. Ruth

Based on \$50,000 Pension

APPENDIX "C"

DRUG/GANG ENFORCEMENT

## LETTER OF UNDERSTANDING

For the purpose of restructuring a more consistent transfer policy within the Saginaw Police Department, the City of Saginaw and the Saginaw Police Officers Association (SPOA), affiliated with the Police Officers Association of Michigan (POAM), agree to the following language regarding the Narcotic/Gang Enforcement assignments:

- All assignments to units involved in Narcotic/Gang Enforcement collaborative task forces will be filled by officers from the uniform division on a volunteer basis and considered non-uniformed positions.
- The duration of each assignment will be up to 4 years; this will take effect beginning January 1st, 2009. At the end of the officer's assignment, he or she shall be transferred back into a uniform patrol position. This transfer will be in accordance with the current contract language of the bargaining agreement between the City of Saginaw and the Police Officers Association of Michigan.
- An interview process will take place and officers placed in order based on the outcome of his or her interview score. Applications will be in accordance with the current contract language of the collective bargaining agreement between the City of Saginaw and the Police Officers Association of Michigan. The selection process should take place in a timely manner to allow for the selection and background process. Depending on the collaborative involved, applicants may be required to successfully pass required background investigations to be assigned.
- This letter of understanding does not apply to members who are currently assigned to positions under previous letters of agreement (i.e. Safe Streets/DREA). Extensions in assignments may be necessitated by the nature of long-term investigations in any long-term investigative function, or due to a lack of candidates. Where this occurs, the bargaining unit will be informed of the anticipated duration of the needed extension and the extension shall be agreed upon through a letter of understanding.
- Transfers into the Narcotic/Gang Enforcement Unit shall count as one (1) non-uniform transfer during the fiscal year the assignment is made. The other non-uniform transfer shall be made from selected positions (i.e. Detective Bureau, Tech Services). During the year(s) no officer is assigned to the unit, two (2) non-uniform transfers shall be made according to the collective bargaining agreement between the City of Saginaw and the Police Officers Association of Michigan.
- If during the application process a lack of candidates were to occur, existing members shall have the choice, on a volunteer basis, to remain in the unit. The selection of which officer will be extended shall begin with least seniority. If in the event the seniority is equal, the officer who finished lowest on the list shall

have least seniority. Extensions shall be no longer than one year unless agreed other wise by both parties.

The parties full understanding and acknowledgement are evidence by the signatures below.

CITY OF SAGINAW

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN



Date 6/26/08



Date 6/26/08

APPENDIX "D"

STAND-BY PAY



## APPENDIX "D"

### LETTER OF UNDERSTANDING

This Letter of Understanding has been agreed to by, the City of Saginaw and SPOAM pursuant to the issue of compensation for patrol officers (Detectives & LB officers) who are required to be, "On-Call" or on "Stand-by", during the calendar year. Currently, no compensation is presently received by the officers for being "on call", just overtime when called in to work.

It is agreed that when, "On-Call or on "Standby-by" patrol officers shall be allowed one (1) hour per day at straight time, as compensation for such designated responsibilities for (Detectives & LB officers). It is also understood that, "On-Call" or on "Stand-by" is defined as,

Any time the officer is required to maintain phone and/or radio contact with the employer, that may be called and required to report for work, as needed.

The compensation has the corresponding responsibility for officers that are called, are to respond to said calls as required, and is the expectation of the Saginaw Police Department, which will be monitored. Article VII Work Hours, section 7.4 shall be modified to reflect the compensation and responsibility of the officers.

In consideration for the above referenced compensation the Union agrees to the following. New non-certified patrol officer candidates, selected from the eligibility list, shall receive an adjusted first year wage. Said wage shall be offset by the costs of the Police Academy. (Example: \$36,968 entry, reduced by \$6,000 to \$30,968). After successful completion of the Academy and passing the State of Michigan Certification Test certified police officers will be sworn-in and placed in the Police Department's Field Training Officers Program.

The language in this letter of Understanding is acknowledged and agreed to by the parties in which the signatures appear below.

CITY OF SAGINAW

SPOAM

Ralph D. Carter

Date 2-1-09

Ruben Vasquez, President

Date 2/4/09

1. The first part of the document is a list of names and dates, arranged in a column. The names are written in a cursive script, and the dates are written in a simpler, more legible script. The list appears to be a record of some kind, possibly a list of births or deaths.