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11/7/90

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

COMPULSORY ARBITRATION PURSUANT TO
ACT 312, 1969 AS AMENDED

IN THE MATTER OF THE ARBITRATION
ARISING PURSUANT TO ACT 312,
PUBLIC ACTS OF 1969, AS AMENDED
BETWEEN:

Case #L89 G-0535

CITY OF FLINT (Employer)

-and-

FLINT POLICE OFFICERS ASSOCIATION
(Union)

RECEIVED
STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION
NOV - 9 AM 9 35

Flint, City of

FINDINGS OF FACT, OPINION AND ORDER

APPEARANCES:

ARBITRATION PANEL:

Mario Chiesa, Impartial
Chairman

Frederick B. Schwarze
City Delegate

Frank J. Manley, III
Union Delegate

FOR THE UNION:

Schefman & Miller, P.C.
By: Bernard Feldman
2301 West Big Beaver Road
Suite 925, Somerset Place
Troy, Michigan 48084

FOR THE EMPLOYER:

Keller, Thoma, Schwarze,
Schwarze, DuBay & Katz, P.C.
By: Dennis B. DuBay
440 East Congress, 5th Floor
Detroit, Michigan 48226

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

INTRODUCTION

As indicated above, this proceeding is a statutory compulsory arbitration conducted pursuant to Act 312, Public Acts of 1969, as amended. The petition was filed by the Union and is dated June 30, 1989. The answer is dated July 17, 1989. The Chairman was appointed via a correspondence from MERC dated September 22, 1989. A pre-arbitration conference was conducted on November 7, 1989. The hearing commenced on March 12, 1990 and continued on March 23, 26, 28, April 5, 6, 9, 17, 23, 24 and concluded on April 26, 1990.

The parties were involved in substantial post-hearing activities aimed at settling the matter and as a result, ratified an understanding which settled all of the issues save one, residency. The last offers of settlement were forwarded to the Chairman and exchanged between the parties on June 11, 1990. Following the same procedure the briefs were exchanged between the parties on August 13, 1990.

The panel conducted an executive session on September 24, 1990. The parties waived all regulatory and statutory time limits, but nevertheless, this matter proceeded to hearing and was concluded as soon as possible under the prevailing circumstances.

STATUTORY SUMMARY

Act 312 is an extensive piece of legislation outlining both procedural and substantive aspects of interest compulsory arbitration. Without getting into every provision, but certainly ignoring none, there are aspects of the statute which should be highlighted. For instance, Section 9 outlines a set of factors which the panel shall

base its findings, opinions and orders upon. Those factors read as follows:

"(a) The lawful authority of the employer.

"(b) Stipulations of the parties.

"(c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

"(d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:

(i) In public employment in comparable communities.

(ii) In private employment in comparable communities.

"(e) The average consumer prices for goods and services, commonly known as the cost of living.

"(f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

"(g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

"(h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment."

This statute also provides that a majority decision of the panel, if supported by competent, material and substantial evidence on the whole record, will be final and binding. Furthermore, Section 8 provides that the economic issues must be identified. Parties are required to submit a "last offer of settlement" which typically is referred to as "last best offers" on each economic issue. As to the economic issues the arbitration panel must adopt the last offer of settlement, which, in its opinion, more nearly complies with the applicable factors prescribed in Section 9.

Section 10 of the statute establishes, inter alia, that increases of rates of compensation or other benefits may be awarded retroactively to the commencement of any period or periods in dispute.

ISSUES

At the outset of the proceedings the parties presented a multitude of economic and noneconomic issues. Nevertheless, throughout the proceedings they continuously worked to reach an agreement. As a result, at the end of eleven days of hearing they arrived at a tentative agreement which settled all of the issues except for residency. A procedure was established where the tentative agreement would be presented to both parties for ratification and then if ratified forwarded to the panel to be incorporated as a stipulated award. Of course, the panel was still required to rule on the residency issue. The TA was ratified by both parties, received by the panel and will be incorporated herein as the stipulated award on all those issues.

In addition to the above, the parties agreed that the issue dealt with in this award was the only outstanding area of dispute and all other aspects of the Collective Bargaining Agreement have been settled.

It was also agreed that the residency issue would be characterized as noneconomic.

The residency language in the prior contract reads as follows:

ARTICLE 68 - RESIDENCY

"Employees hired after May 1, 1986 shall, as a condition of their continued employment, maintain residence within the boundaries of the City of Flint. Employees hired prior to May 1, 1986 shall live within a fifteen (15) mile radius from the City Hall complex and/or within Genesee County."

The Employer's offer on residency states:

CITY OF FLINT OFFER ON RESIDENCY

"Article 68 - Residency

"Employees hired after May 1, 1986 shall, as a condition of their continued employment, maintain residence within the boundaries of the City of Flint. Employees hired prior to May 1, 1986 shall live within a fifteen (15) mile radius from the City Hall complex and/or within Genesee County.

"The parties to this Agreement agree that neither shall alter, attempt to alter, add to or attempt to add to, through negotiation, arbitration or court or administrative action, any provision or practice related to residency requirements for a period of ten (10) years following the effective date of this Agreement, (i.e., July 1, 2000)."

The Police Officers Association's position on residency appears as follows:

"Article 68 - Residency

"The requirement that members hired after May 1, 1986 be residents shall be deleted. All members shall be required to reside within a 15 mile radius from the City Hall complex and/or within Genesee County."

THE RECORD

As indicated, there was an extensive hearing with each party afforded every opportunity to present all the evidence they thought was necessary. As it turned out, the parties' agreement limited the areas of dispute to one issue. Nevertheless, a record was created containing literally hundreds of pages of exhibits and over one thousand pages of transcript. In addition, both parties filed extensive post-hearing briefs.

All the factors contained in Section 9 of the Act, along with all of the evidence related to each, was carefully considered and applied. Each factor and each bit of evidence has not been mentioned in the analysis. However, that doesn't mean they were ignored. That's not the case at all, and all the evidence and factors were evaluated and the order is based strictly thereon.

COMPARABLES

In 312 compulsory arbitrations parties typically, and this case was no exception, submit evidence and arguments regarding (d) of Section 9 of the statute. Parties have recognized that in both negotiations and arbitration, data regarding wages, hours and other conditions of employment concerning communities considered comparable to the community involved in the dispute is helpful in resolving the issues.

On occasion parties are able to submit a stipulated list of comparable communities. However, usually there are some, and perhaps several, which the parties cannot agree upon and as a result, must be examined and the differences resolved by the panel.

In this case it is apparent that both parties have listed Ann Arbor, Lansing and Saginaw. In addition, the Employer has listed Battle Creek, Grand Rapids, Jackson, Kalamazoo and Muskegon. The Union's additional communities are Dearborn, Livonia, Pontiac, Southfield, Sterling Heights, Taylor and Troy and Warren.

The statute does not establish a standard which should be utilized in determining whether a community is comparable to the one involved in the arbitration. Yet, historically parties have utilized data relating to geographical locations, size, population, per capita income and many, many other varied factors.

The factors considered in establishing comparability do not by their nature allow a surgically precise comparison or analysis. One community may be comparable to the community involved in a litigation in certain aspects, and yet in others may not be comparable or perhaps not as comparable. Usually there is a substantial amount of balancing involved in determining which communities should be considered comparable. Yet, essentially the reality is that a proper comparison can be made when the differences in similarities in communities are kept in mind as the information supplied regarding each is compared to the community involved in the arbitration. Of course, there are some situations where it is obvious that the differences between the communities establish that they are not comparable as contemplated by the statute.

It would be difficult to compare Flint to Los Angeles.

Flint is located approximately 70 miles north and somewhat west of Detroit. Its 1984 population was approximately 149,000, down from almost 160,000 in 1980. According to the 1984 figures, this places Flint as the state's fourth largest city behind Detroit, Grand Rapids and Warren. For 1985 the per capita income in Flint was \$10,450. In 1980 the median monthly gross rent was \$236.00. The median monthly home cost was \$302.00 and the median home value was \$25,900.

According to the testimony and documents, the Union has based its selection of comparable communities on the factors of population, communities located in the southeast Michigan industrial corridor where cars are built, and communities identified in past Act 312 proceedings as comparable. The Employer has made its selection of comparable communities by applying two criteria. The first is that the comparable community must be a central city in Michigan in a standard metropolitan area as defined by the federal government. The second is that it must meet the definition of a central city as defined by the federal government and must have a population of at least one-fifth, but not more than five times as large as Flint's.

We are not going to engage in a specific detailed discussion evaluating the comparable communities in relation to their characteristics, vis-a-vis Flint. That evaluation has taken place, but there is no need to display it in writing. Given the circumstances, which of course includes the nature of the issue involved, a careful examination of the record suggest that all of the communities offered by both parties should be considered. So for the purposes of this arbitration, and

this arbitration only, it will be concluded that all the communities are comparable to the City of Flint.

RESIDENCY - NONECONOMIC

The provision in the prior Collective Bargaining Agreement, as well as the offers submitted by the parites, have previously been displayed so there is no need to duplicate them at this point.

It appears that the first residency requirement contained in a Collective Bargaining Agreement was Section 65 in the 1973 Agreement. It read as follows:

"RESIDENCY

"SECTION 65. All Patrolmen of the Flint Police Department hired after July 1, 1973 shall, as a condition of their employment, maintain residence within the boundaries of the City of Flint. All Patrolmen of the Flint Police Department hired prior to July 1, 1973 shall abide by residency restrictions imposed by Departmental policy prior to July 1, 1973, i.e.; (fifteen (15) miles radius from City Hall Complex and/or within Genesee County).

"Residency shall not be made a condition for promotion for any member hired prior to July 1, 1973."

This language continued until a 312 award issued in 1978. At that time a majority of the arbitration panel voted to eliminate the residency requirement. As I understand the award, one of the circumstances existing at the time was that there was only a small group of officers who were affected by the existing residency requirement. According to the decision, none of the other City employees were subject to a residency requirement.

Apparently the lack of a residency requirement continued until April of 1986 when the parties negotiated the residency requirement which appears in the latest contract.

The issue of residency was also addressed by a 312 panel dealing with the wages, hours and conditions of employment to exist for the collective bargaining period of July 1, 1988 through June 30, 1989. The arbitration panel continued the residency language as it existed in the prior Agreement.

Also, it is noted that Ordinance 2924 was passed back in September of 1984 which required all persons employed subsequent to the date of the ordinance to positions at levels 23 and above and not represented by a bargaining unit to reside within the corporate limits of Flint as a condition of continued employment. This was expanded by Ordinance 3135 which became effective in May of 1990.

Examining the data regarding the comparable communities establishes that a substantial majority of all the communities are party of a Collective Bargaining Agreement which require police officers to meet some type of residency standard. Of course, the provision could vary from community to community, with some defining the residency requirement in relation to a certain mile radius from police headquarters, while most of the others required residency within the community. The point is that the comparable data establishes that residency requirements are not unusual at all and affect many officers in many communities.

Given the nature of this issue, however, what's even more pertinent than the residency status of comparable communities is the

residency requirement for other employees working in Flint.

The record establishes that all City employees are subject to some type of residency requirement. Starting first with employees in bargaining units, it is noted that the Flint Police Sergeants are subject to a contract provision which in essence requires those hired after July 1, 1973 to maintain residence within the City of Flint. Before that date a 15 mile radius from City Hall and/or within Genesee County was acceptable.

The Police Lieutenants and Captains are subject to a contract provision which appears to be identical to that existing in the Sergeants' contract.

Firefighters hired after June 8, 1987 are required to maintain residence within the City. The provision also contains a ten-year moratorium on any attempts to alter or amend same.

AFSCME Local 1799 which represents supervisory employees negotiated a provision which requires employees hired on or after January 1, 1988 to establish or maintain residency within the City. There is also a ten-year moratorium in that contract.

General employees are represented by AFSCME Local 1600. Their residency requirement relates to employees hired on or after June 30, 1992. That language contains a 20-year moratorium on any attempts to alter, add to, etc., any provision or practice relating to residency. The provision was subject to residency requirements mandated by ordinance. The provision was negotiated on April 4, 1990 and shortly thereafter, on April 23, 1990, the City Council adopted a residency requirement for so-called low level employees.

The other exempt group is known as the high level employees and they are subject to a residency requirement if they became high level or transferred into high level on or after September 24, 1984.

So it is quite clear that unlike circumstances a dozen years ago all City employees are now subject to some type of residency requirement.

Examining the data related to the percentage of residents in each bargaining unit, it is noted that over 60 percent of the officers in this bargaining unit are residents. Over 70 percent of the employees in the AFSCME 1600 unit are residents, while just under 60 percent of the employees in the AFSCME 1799 unit are residents. In the Fire Department just under 70 percent of the employees are residents. Looking at the Sergeants in the Police Department, it is noted that about 55 percent are residents, while in the Lieutenants and Captains' unit just over 40 percent are residents. Of the high exempt employees more than 65 percent are residents, while for the low exempt employees the residents comprise of just short of 60 percent of the total. So clearly from the data, with the exception of Lieutenants and Captains, a majority of individuals in the above groups are residents of the City of Flint.

The Union introduced evidence regarding the crime and drug problems in the City, the school problems, insurance rates, investment and return on residential property, access to shopping, theaters, and the personal threat officers may be subjected to because of having to live in a medium-size city. Further, Dr. Rossi supplied testimony regarding psychological aspects of the residency requirement, including

its propensity to induce stress into the work structure.

Of course the evidence introduced by the Union isn't related to some abstract concern, but establishes elements of reality which do not present easy questions and which present difficult situations not easily resolved.

Evidence introduced by the Employer tended to establish the benefits of having officers reside in the community and participate in community activities as a citizen and not solely as an employee. Testimony from Employer witnesses dealt with different aspects of the relationship and describe various aspects of day-to-day living which would be enhanced by police officers residing in the community.

For the most part the concerns voiced by the Union through the testimony and arguments cuts equally across the board for all employees required to live in the City. I understand that there are certain aspects which may be more intense for police officers, such as the personal threat and the role that police officers play in enforcing the law. The fact is, however, that police officers also hold a somewhat unique status. This of course is a double-edged sword, but arguably police officers residing in the City create a potential for enhancing many aspects of the quality of life in the community.

Furthermore, there was some evidence submitted by the Employer which tended to establish that the public school system in Flint is actually doing very well and provides children with a good education. In addition, as expected, the Employer introduced evidence which tended to refute many of the Union's allegations.

I recognize, as suggested by the Union, that residency hasn't been a stable commodity in this bargaining relationship. I previously explored the history and the fact shouldn't be ignored that notwithstanding the evidence regarding the circumstances existing in the City of Flint, the current residency requirement came into existence as a result of an agreement between the parties. An arbitration panel reviewed the circumstances shortly thereafter and continued the residency requirement. Additionally, it is noteworthy to recognize that out of those officers who were hired subsequent to 1973 and prior to May 1, 1986, 40 percent chose the City of Flint as their residence.

Since residency is a noneconomic issue, the panel is not required to adopt either party's specific offer of settlement. In other words, under the statute the panel has the authority to formulate an award that may deviate from the specific offers submitted by the parties. Of course, a majority of the panel must agree on the award.

As a result of carefully analyzing the record, it is apparent that basing its findings, opinions and order upon the factors in Section 9, as applicable, the panel must order that the current residency provision be continued. There is no doubt that this decision is supported by competent, material and substantial evidence on the whole record.

It is obvious that the current residency provision is represented in the first paragraph of the City's last offer of settlement. However, there is some real question about adopting the second paragraph of the City's last offer of settlement. To recall, the language prevents either party from altering or attempting to alter to add to, or attempting to add to through just about any type of proceedings, including

negotiations, any provision or practice related to residency requirements for a period of ten years. It is recognized that such a provision, or in some cases, a similar provision exists in the residency requirements affecting other bargaining units. However, it appears that those provisions were negotiated. Nevertheless, that evidence does not support the adoption of the ten-year provision even if the panel has the authority to do so.

This of course doesn't mean that the panel is encouraging the parties to bring this issue up at every opportunity. Given the nature of the issue and the circumstances under which it evolved, a lot could be said for a stable environment.

ORDER

The panel orders that the following language be adopted and incorporated into the Collective Bargaining Agreement. It is a continuation from the prior contract.

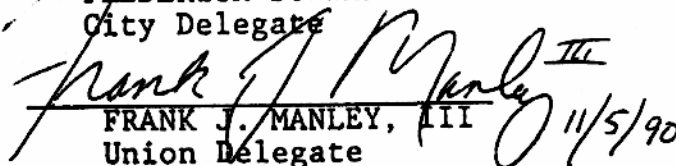
"Employees hired after May 1, 1986 shall, as a condition of their continued employment, maintain residence within the boundaries of the City of Flint. Employees hired prior to May 1, 1986 shall live within a fifteen (15) mile radius from the City Hall complex and/or within Genesee County."

The panel also incorporates herein attached Exhibit Joint 10.


MARIO CHIESA
Neutral Chairman *n.e.*

151 concurred
FREDERICK SCHWARZE
City Delegate

I hereby enter my dissent


FRANK J. MANLEY, III
Union Delegate *11/5/90*

Dated: Nov 7, 1990

negotiations, any provision or practice related to residency requirements for a period of ten years. It is recognized that such a provision, or in some cases, a similar provision exists in the residency requirements affecting other bargaining units. However, it appears that those provisions were negotiated. Nevertheless, that evidence does not support the adoption of the ten-year provision even if the panel has the authority to do so.

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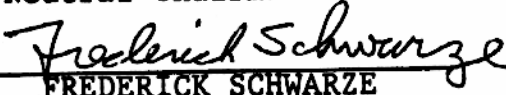
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The panel also incorporates herein attached Exhibit Joint 10.


MARIO CHIESA
Neutral Chairman


FREDERICK SCHWARZE
City Delegate


FRANK J. MANLEY, III
Union Delegate

Dated: Nov 7, 1990

STIPULATED INTERIM AWARD
(Subject to Ratification)

The following Stipulated Interim Award is hereby agreed to:

1. Three-year agreement, to and including, June 30, 1992.
2. Wages and Insurance:
 - a. Effective retroactive to 7-1-89, 4% increase in compensation schedule (see attached). Said retroactivity to be paid within 30 days following ratification of this agreement.
 - b. Effective 7-1-90, increase compensation schedule by an additional 4-1/2% (see attached).
 - c. Effective 7-1-91, increase compensation schedule by an additional 4% (see attached).
 - d. Effective 6-30-92, the longevity steps shall be readjusted as shown in the attached Compensation Schedule.
 - e. Make the following change in Article 36, Hospitalization. Effective July 1, 1990, the Major Medical shall be changed to \$100 per person, \$200 per family deductible, with an 80-20 co-pay and the prescription drug shall be changed to the \$5 plan.
 - f. Effective 7-1-90, change Article 35, Life Insurance, to increase the amount of insurance from \$15,000 to \$25,000 (including Accidental Death and Dismemberment).
3. Continue the provisions of the Affirmative Action Plan until such time as the number of minority Sergeants in the Police Department reaches 39% or for five more years (i.e., to and including June 30, 1994), whichever is sooner. In addition, when the goal has been met, the promotional lists will be combined, thereafter candidates for promotion shall be selected from the top person appearing on the then current eligibility list. Modify the provisions of Article 38, Section 4, accordingly.
4. Add the following to Article 46, Firearm Qualification:

In the event an officer retires under the provisions of the retirement plan prior to the December payout in any calendar year, the City agrees to pay a pro-rata portion of said weapon proficiency based on whole months worked in the calendar year divided by 12 (in

ATTACHMENT Page 1

separate check and not considered compensation under the Retirement Ordinance).

5. Add the following as a Letter of Understanding regarding Administrative Leave:

In the event a member of the bargaining unit is involved in the use of deadly force while on duty, said member shall be placed on a three (3) day administrative leave with pay and benefits. Said member shall be required to consult with a City-appointed psychiatrist or psychologist at Department expense during said period. Said member shall also continue to be available to the Department in order to investigate the incident. It is understood that the placing of said member on administrative leave does not constitute disciplinary action nor does it otherwise, in any way, affect the Department's right to impose disciplinary action.

6. Revise the Pension Plan to change the \$4,500 in Section 21(f) to \$15,000.
7. Revise Article 51, Retirement, to delete the phrase "Employment after 25 years of service shall be considered on the employee being able to fully perform his/her job duties" and add language from the Sergeant's Agreement regarding the method to resolve a disagreement between an employee's doctor and the City's doctor to Article 23, Section 3. The new language to be added to Article 23, Section 3, would then read as follows:

Where a difference in opinion exists between the City's physician and the Employee's private physician as to the ability of the employee to satisfactorily perform his/her assigned duties, a third independent opinion will be obtained from a physician chosen by the Employee's doctor and the City's physician. If the third physician cannot be mutually agreed upon within five (5) working days of a written request for same, a doctor shall be chosen by Medical Evaluation Specialists or similar institution, within ten (10) working days of the written request to the Corporation. Failure to act within the aforementioned time limits will not invalidate the third independent doctor's decision. The cost will be shared equally between the City and the employee. The opinion of this

ATTACHED Page 2

physician shall be final and shall not be subject to the Grievance Procedure.

8. Revise article 31, Section 3, the Second Paragraph, by inserting the following after the word "payroll" in Line 4 (and deleting the balance of that second sentence):

Except, however, in the event the employee has been charged with a felony under State or Federal Law (unless the investigating agency is the Flint Police Department), the City reserves the right to change the inactivation to inactivation without pay at the end of thirty days. Said inactivation without pay shall be for a maximum of 30 days following conclusion of said criminal proceeding in the trial court. Upon inactivation, the employee will retain all of his departmental equipment with the exception of his/her weapon(s), badge, radio and Departmental/City/District the investigation is completed.

9. Add the following to Article 13, Authorized Payroll Deductions:

In the event of an overpayment to an employee, it is agreed that said overpayment may be collected by the City with the employee hereby authorizing a payroll deduction for such overpayment. The employee will be notified in writing of the overpayment at least five (5) work days prior to the date of the paycheck in which the overpayment is being recovered. A deduction for overpayment shall not exceed \$50 in any one check without the employee's prior written consent, except this \$50 limitation shall not apply if the employee is only entitled to one check (e.g., in the case of retirement, termination, long-term leave, etc.)

10. Reinstate the 20-year pension window upon ratification, to and including, June 29, 1993.
11. Employer Pick-Up - See attached.
12. Effective Monday, May 7, 1990, the Departmental policy on outside employment shall be as shown in the attached.
13. Article 61, Workforce shall be revised to read as shown in the attached.

ATTACHMENT PAGE 3

14. All other items shall be as provided in the 1989-90 Agreement, provided the issue of Residency shall be determined by the Act 312 Arbitrator:

FOR THE UNION:

FOR THE CITY:

ATTACHMENT PAGE 4

LETTER OF UNDERSTANDING

In determining the percentage under Article 38, Section 4, the number of minority Sergeants shall be divided by the number of total Sergeants as shown in the chart below:

<u>Number of Sergeants</u>	<u>Minority Goal</u>
82	32
83	33
84	33
85	34
86	34
87	34
88	35
89	35
90	36
etc.	

Attachment Page 5

Subject to applicable IRS rules and regulations, and upon approval by the IRS, the employee pension contributions for members of the Patrol bargaining unit will be designated as employer contributions pursuant to 26 USC 414(H).

ATTACHMENT PAGE 6

WORK FORCE

It is hereby agreed to between the parties that secondary only to the safety and welfare of the general public of the City of Flint, the safety and welfare of the Officers of the Police Department is of primary concern to the parties and it is the intent of neither the City nor the Union to create a situation whereby any particular shift of the Police Department (defined for the purposes of this article as Patrol Section, Police Operations Bureau (first, second, and third shift only)) shall operate with less than half of that shift's regular complement of personnel. When a situation exists whereby the complement of that shift's regular personnel falls below fifty per cent (50%) (being 50% of those officers assigned to motor patrol, foot patrol, and support thereof such as radio and desk) the Chief of Police agrees to call in personnel of the rank of Police Officer/Policewoman in accordance with the overtime equalization provisions of this Agreement. Support officers from within the Patrol Bureau (such as N.S.U.) may be used to supplant the Patrol Section in lieu of overtime if these officers are assigned to an existing patrol assignment, motor patrol, foot patrol or support thereof, such as radio and desk. For purposes of this Article officers on approved sick leave of less than ten working days will not be counted as working. Officers on sick leave of ten or more working days, injury, military leave, funeral leave or A.W.O.P. will not be considered as either working or missing in computing 50% of work force. Provided, however, that in emergency situations declared by the Mayor of the City of Flint, Governor of the State of Michigan, or President of the United States, the Chief of Police shall have the discretion of employing or authorizing any person or persons, including persons of higher rank within the Police Department, to perform any duty, task or assignment normally delegated to Employees covered under the terms of this Agreement in order to effectively cope with such emergency situation, provided all available police officers have first been utilized.

ATTACHMENT PAGE 7

3/003.15 Employment Outside of the Department. Prior to engaging in outside employment, members of the Department shall obtain the written approval for such employment from the Chief of Police.

- 1) Such employment shall not interfere with the officer's employment with the Department;
- 2) Officers shall submit a written request for off-duty employment to the Chief, whose approval must be granted prior to engaging in such employment;

Approval will be denied where it appears that the outside employment might:

- 1) render the officers unavailable during an emergency;
- 2) physically or mentally exhaust the officers to the point that their performance may be affected;
- 3) require that any special consideration be given to scheduling of the officers' regular duty hours; or
- 4) bring the Department into disrepute or impair the operation or efficiency of the Department or officers.

Officers shall not engage in any employment or business involving the sale or distribution of alcoholic beverages, or investigation work for insurance agencies, attorneys, bondsmen.

ATTACHMENT PAGE 8

CITY OF PLANT COMPENSATION SCHEDULE
Police Officer
 (7-3-80 Dates plus 4%)

PERSONNEL OFFICE
 7/2/80

ACCPA-

LEVEL	BASE	1st 6 Months	2nd 6 Months	3rd Year	4th Year	5th Year	6th thru 10th Year	11th thru 20th Year	21st Year and Over
P10	1	22000.00	23220.00	24560.00	26000.00	27600.00	29300.00	31100.00	33000.00
	2	2000.00	2120.00	2260.00	2400.00	2560.00	2730.00	2910.00	3100.00
	3	11	12.126	13.26	14.4	15.666	16.93	18.306	19.677

LEADS OFFICERS

LEVEL	BASE	1st 6 Months	2nd 6 Months	3rd Year	4th Year	5th Year	6th thru 10th Year	11th thru 20th Year	21st Year and Over
P10	1	20720.20	22120.60	23600.00	25160.00	26800.00	28500.00	30300.00	32200.00
	2	1020.20	1120.60	1220.00	1320.00	1420.00	1520.00	1620.00	1720.00
	3	12.012	13.066	14.1	15.27	16.466	17.666	18.866	19.912

ATTACH M55 PAGE 9

CITY OF FAIRHURST (CONFESSIONAL SCHEMATIC)
Police Officer
 (7-1-89 Notes plus 4.50)

PERSONNEL OFFICE
1/2/89

OFFICER	DATE	1st 6 Months	2nd 6 Months	3rd Year	4th Year	5th Year	1st thru 5th Year	16th thru 20th Year	21st Year and Over
P10	1	21909.64		26354.96	31817.26	36315.62	35501.01	36113.26	36921.01
	2	989.64		3022.66	1212.24	3242.96	1300.64	1309.01	1420.56
	3	12.406		12.671	26.153	16.707	22.207	17.263	17.157

ADDITIONAL OFFICERS									
P10A	4	22326.18	26528.21	32000.22	37010.16	37716.14	38200.00	39160.04	
	5	3024.00	3180.16	1284.16	1422.62	1459.66	1472.22	1505.26	
	6	19.431	14.677	16.052	12.104	20.123	10.004	10.022	

ATTACHMENT PAGE 10

CITIZEN COMPENSATION SCHEDULE
Police Officer
(1-1-50 Rates plus 4%)

PERSONNEL OFFICE
7/2/51

OCTOBER-		1st 6 Months	2nd 6 Months	3rd Year	4th Year	5th Year	6th Year	7th Year	8th Year	9th Year	10th Year
PLD	BASE										
4		24065.30	27440.30	29132.21	32277.09	36312.24	39905.10	43557.01	4644.65	4977.34	5244.03
5		245.40	3054.29	1157.00	1240.32	1396.64	2422.20	1444.65	1917.34	1917.34	1917.34
6		11.065	12.178	14.401	15.750	17.466	17.793	19.057	20.447	20.447	20.447
LIAISON OFFICERS											
PLD	BASE										
4		29053.65	31749.34	34744.56	38490.17	39225.01	3901.20	40715.03	1545.04	1545.04	1545.04
5		1317.62	1221.70	1326.00	1400.00	1500.32	1531.20	1545.04	1545.04	1545.04	1545.04
6		12.658	16.465	16.786	16.504	18.059	18.34	19.876	19.876	19.876	19.876

ATTACHMENT PAGE 11

CITY OF SAINT CROIX COMPENSATION SCHEDULE
Police Officer

PERSONNEL OFFICE
6/30/02

OFFICIAL LEVEL	1st 6 Months	2nd 6 Months	3rd Year	4th Year	5th Year	1st Chg 1st Year	1st Chg 2nd Year	2nd Chg 3rd Year	3rd Chg 4th Year
P10	24865.50	27809.10	29852.21	32777.09	36312.24	37838.40	37775.26	38629.29	38629.29
P9	23500.00	26500.00	28500.00	31500.00	35000.00	36500.00	36500.00	37500.00	37500.00
P8	22135.00	25135.00	27135.00	30135.00	33635.00	35135.00	35135.00	36135.00	36135.00

LIAISON OFFICERS

OFFICIAL LEVEL	1st 6 Months	2nd 6 Months	3rd Year	4th Year	5th Year	1st Chg 1st Year	1st Chg 2nd Year	2nd Chg 3rd Year	3rd Chg 4th Year
P10	29065.65	31749.34	34433.03	37116.72	40800.41	42326.00	42326.00	43851.59	43851.59
P9	27700.00	30384.00	33068.00	35752.00	39436.00	40962.00	40962.00	42488.00	42488.00
P8	26335.00	29019.00	31703.00	34387.00	38071.00	39597.00	39597.00	41123.00	41123.00