

4831

6/30/97
6/30/95
Revision 6/30/97
312 Att. 1997 - 6/30/2000

CITY OF FLINT LABOR RELATIONS DEPARTMENT

TO: Trevor Hampton, Police Chief
Flint Police Department

FROM: Tom Smela *TS*
Labor Relations Specialist

DATE: December 8, 1999

RE: Lts & Cpts. Arbitration Case

Enclosed you will find a signed copy of the Arbitration Case for the Police Lieutenants & Captains.

If you have any questions regarding this matter, please don't hesitate to contact me. Thank you in advance.

cc: Alona Smallwood
Payroll & Retirement
Matt Grady
Mary Jo Clark
Michael Townsend

Flint, City of

STATE OF MICHIGAN
COMPULSORY ARBITRATION

IN THE MATTER OF THE ACT 312
ARBITRATION BETWEEN:

CITY OF FLINT (Employer)

-and-

POLICE OFFICERS LABOR COUNCIL,
LIEUTENANTS AND CAPTAINS (Union)

Arbitration Arising Pursuant to Act 312
Public Act of 1969, as amended
MERC Case #L96 K-1008

FINDINGS, OPINION AND ORDER

ARBITRATION PANEL:

Mario Chiesa	Impartial Arbitrator and Chairman
Marcantonio Morolla	Employer Delegate
John Steele	Union Delegate

APPEARANCES:

For the Employer:	Keller, Thoma, Schwarze, Schwarze, DuBay & Katz, P.C. By: Dennis DuBay 440 East Congress, 5th Floor Detroit, Michigan 48226-2917
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For the Union:	John A. Lyons, P.C. By: Mark Douma 675 E. Big Beaver Road Suite 105 Troy, Michigan 48083
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INTRODUCTION

The petition leading to this Act 312 arbitration was filed by the Union on May 5, 1998. I was notified by MERC in a letter dated August 12, 1998 that I had been selected to act as the impartial arbitrator and chairperson of the arbitration panel. It is noted that both parties waived, both in writing and then on record at the hearing, all the time limits contained in the statute and regulations.

On April 28, 1999 a pre-arbitration conference was held at the Employer's facilities in Flint, Michigan. The hearing was commenced and concluded on October 7, 1999. An executive session followed immediately thereafter, with the Findings, Opinion and Order following as soon as possible.

ISSUES

The parties stipulated that the Collective Bargaining Agreement to be created as a result of this arbitration would have an effective date of July 1, 1997 through and including June 30, 2002.

While initially there were a number of issues outstanding, the parties managed to reached agreement on all outstanding issues, with the exception of one issue which relates to Article 26 - Retirement. The stipulated award entered into by the parties regarding the resolved issues appears as follows:

"STIPULATION

"The parties agree to the following partial stipulated Award in the above-referenced matter. The parties further stipulate that all other issues have been withdrawn except the one remaining issue which shall

be submitted to the Panel for decision and award, i.e., The Union proposal with respect to Article 26 - Retirement.

"FLINT POLICE LIEUTENANTS AND CAPTAINS ASSOCIATION

"1. Agreement from date of ratification to and including, June 30, 2002, with wages and pensions retroactive as herein described.

"2. Article 27. Hospitalization Insurance - Effective January 1, 2000, increase prescription drug to \$10 on all plans.

"3. Article 29. Dental Insurance - Effective January 1, 2000, increase Class I and II per person per contract year benefits from \$750 to \$1,000 and increase Class III benefits from \$650 to \$1,000 lifetime.

"4. Article 42. Tuition Reimbursement - Effective July 1, 1998, revise the tuition reimbursement by changing the \$150 per fiscal year to \$800 per fiscal year, and adding a \$4,000 per fiscal year cap on total tuition expenditures for the bargaining unit. Also, change the one (1) year period for remaining in the City's employ to three (3) years, deducting 1/36th from the employee's final pay for each monthly or portion thereof lacking the three-year requirement.

"5. Article 14, Section 2. Clothing Allowance - Effective July 1, 1999, increase the Clothing Allowance from \$420 to \$480.

"6. Effective July 1, 2000, the longevity steps at 11, 16, 21, 25 and 27 years shall be computed by adding the dollar differential between each step and the five-year rate in effect on June 30, 2000 and adding it to the five-year rate. For example, effective the beginning of the pay period on or after July 1, 2000, the 11 thru 15-year longevity step for Lieutenants would be \$59,767.77 (i.e., the 7-1-2000 5-year basic rate of \$58,778.48 plus \$989.29 -- the dollar differential between the 5-year top rate and the 11-year longevity in effect on June 30, 2000). For 2001-2002, the 11-15th year step would be \$61,237.23 (i.e., the 7-1-2001 5-year basic rate of \$60,247.942 plus the frozen dollar differential of \$989.29).

"7. Appendix 'A' Wages

Effective beginning of pay period on or after July 1, 1997, increase wages in Appendix 'A' by 3.5%.

Effective beginning of pay period on or after July 1, 1998, increase wages in Appendix 'A' by 2.5%.

Effective beginning of pay period on or after July 1, 1999, increase wages in Appendix 'A' by 2.5%.

Effective beginning of pay period on or after July 1, 2000, increase wages in Appendix 'A' by 2.5% (but see longevity change).

Effective beginning of pay period on or after July 1, 2001, increase wages in Appendix 'A' by 2.5% (but see longevity change).

Applicable retroactivity for 1997-98, 1998-99, and 1999-2000, through date of ratification shall be paid to eligible employees and those former bargaining unit members who have retired during said period, within thirty (30) days following ratification by the City. In addition, a one-time only lump sum payment of \$500 minus applicable deductions will be paid to employees in the bargaining unit on the date of ratification. Said amount shall be included in the retroactivity check for eligible employees.

"8. All other items shall continue as provided in the 1995-97 agreement."

FINDINGS AND OPINION

The issue in question concerns the language in Article 26 - Retirement. It has been characterized as economic. The language contained in the current Collective Bargaining Agreement, which is a compilation of the 1992-1995 contract and the 1995-1997 revisions, appear in a document attached hereto and made part hereof and referenced as Appendix A.

The parties' positions and their last offers of settlement are memorialized in a stipulation which reads as follows:

STIPULATION

"The parties agree that all issues have been settled (in the stipulated Award) or withdrawn except the one remaining issue which shall be submitted to the Panel for decision and award, i.e., the Union proposal with respect to Article 26 - Retirement. The parties agree that the issue is economic and the final offers of settlement on this issue are as follows:

"Union

"The following new Section will be added to Article 26 - Retirement.

6. Article 26. Retirement - The parties agree to the following changes to the retirement plan to cover the period July 1, 1997 through June 30, 2003, with the understanding that retirement plan changes shall not be subject to negotiations for said six (6) year period.

a. For all employees hired on or before January 1, 1978, the employee's normal retirement benefit shall be the greater of (a) the employee's years of service multiplied by 2.5% times the employee's final average earnings based on the highest two of the last five years prior to retirement; or (b) the employee's accrued financial benefits under the retirement plan on the day immediately prior to the effective date of this provision computed as if the employee had retired on that date but without reduction for early retirement.

For all employees hired after January 1, 1978, the 2.6% multiplier and the final average period of three of the last five years will remain in effect.

b. Said two out of five exception for FAC shall be discontinued and it shall revert back to three out of five when the last employee eligible for the two out of five (i.e., hired on or before January 1, 1978), retires or leaves said Lieutenants and Captains bargaining unit.

For all employees hired after January 1, 1978, the 2.6% multiplier and the final averaging period of three of the last five years will remain in effect.

"B. Said 2 out of 5 exception for FAC shall be discontinued (and it shall revert to 3 out of 5) when the last employee eligible for the new 2 of 5 provision (i.e., anyone hired on or before January 1, 1978) retires, terminates or otherwise leaves the FPOA bargaining unit.

"C. The Retirement plan shall not be subject to negotiation for a period of five years, i.e., July 1, 1998 through June 30, 2003.

"D. Enter into a side Letter of Agreement which will provide that in the event the City voluntarily enters into a 2 out of 5 FAC with Lieutenants and Captains Unit (for post-78 retirees), the pension multiplier for employees hired prior to January 1, 1978 shall be increased to 2.6%. It is understood that this does not apply to any award from a 312 Arbitration (nor does it apply if the 2 out of 5 is only given to pre-78 hires).

"E. Anyone retiring from July 1, 1998 to date of ratification shall have their pension recalculated at the applicable rate set forth in Paragraph 3.A above."

Testimony from a Union witness suggests that essentially the Union was willing to take the same package the Sergeants were offered, with some modification, because this unit already had a 2.6% multiplier. According to the testimony, the Union's proposal was essentially to try to attempt to provide some internal consistency.

Clearly the evidence in the record supports adoption of the Union's last offer of settlement. Keeping in mind that the issue is economic, the panel is constrained to adopting one or the other's last offer of settlement in total. The Employer's position was to maintain the status quo, while the Union's has been

displayed above. The provisions existing in the other Police bargaining units, along with the testimony contained in the record, convinces the panel that application of the Section 9 criteria requires that the Union's last offer of settlement be adopted.

ORDER

The panel orders that the Union's last offer of settlement be adopted.

Mario Chiesa 12-4-99
Mario Chiesa
Neutral Chairperson

John R. Steele
Union Delegate

Maureen M. Morley - DISSE 10
Employer Delegate 11/24/99

Appendix A

Officer showing the period of active duty and the allowance made by the State of Michigan or other governmental authority for such service. It shall be the duty of the Chief of Police to forward such letter to the Director of Finance.

ARTICLE 25 VETERANS RIGHTS AND BENEFITS

A member who has been in the Armed Services of the United States under military leave from the City of Flint and subject to the limitations provided by law and who is released or discharged from such duty under honorable conditions, shall be afforded all rights provided governmental employees under the provisions of P.A. 1951, No. 263, as amended (M.C.L.A. 35.35; M.S.A. 4.1486).

ARTICLE 26 RETIREMENT

Section 1. General

An employee shall be allowed to retire voluntarily with pension benefits at twenty-three (23) years of credited service. Employees hired on or after July 1, 1994, shall be allowed to retire voluntarily with pension benefits at twenty-five (25) years of service and age fifty (50). Said employee's pension payments will be figured on the average of the highest annual compensation paid said employee during any period of three (3) years of credited service contained within his five (5) years of credited service immediately preceding the date of his employment with the City last terminates. Effective January 1, 1994, the multiplier will be 2.5% per year.

Employment after twenty-five (25) years of service shall be conditioned on the employee being able to fully perform his job duties. Any dispute as to the employee's physical or mental condition shall be resolved in accordance with Article 21, Section 4, Paragraph 3.

An employee may take a deferred retirement after completion of fifteen (15) years credited service. Such deferred retirement shall be paid in accordance with Section 35-25 of City of Flint Ordinance No. 2496, as amended May 19, 1975, effective May 26, 1976.

An employee who retires without necessary service credits to receive pension benefits will be considered as retiring without pension benefits and will not be eligible for Blue Cross/Blue Shield benefits nor pension payments. Such employee will be refunded all of the accumulated contributions standing to such employee's credit if the employee makes proper application.

Section 2. Annuity Withdrawal Option

Within thirty (30) days following the date the member attains the rank of Police Lieutenant, a Police Lieutenant may elect the option of voluntary withdrawal of his own accumulated contributions. Failure to elect this option within the specified time will preclude withdrawal of his own accumulated contributions upon retirement. A member who elects this option shall immediately thereafter have his contribution to the retirement system increased from 4.5% to 8.5% of the compensation paid him by the City. A member who has elected this option may at time of application for retirement choose to have 25%, 50%, 75% or 100% of his accumulated contributions returned in a single payment. The member's pension shall then be reduced by the actuarial equivalent of the accumulated contributions withdrawn as determined by the City's actuaries. The accumulated contributions for the member in the employee's savings fund shall be reduced by the amount of the single payment.

In the event a member elects the aforementioned option, upon refund of the employee's accumulated contributions, the employee shall receive "Regular Interest" on his accumulated contributions. "Regular Interest" shall be defined as in the Definition section of the Retirement Ordinance (i.e., 1% per annum, compounded annually).

Nothing contained in this Section 2 shall be construed to prohibit an employee who elects this option from electing other applicable options provided in the Retirement Plan.

Section 3. Employee Contribution Rate

The employee's contribution to the retirement system shall be 4.5% of the compensation paid him by the City.

Section 4. Purchase of Military Time

Any full-time employee presently employed in the position of Police Lieutenant may, on a one-time only basis, prior to January 1, 1982, elect to receive credit, for retirement purposes only, for time served in the armed forces of the United States on active duty for other than training purposes, and for which he received an honorable discharge. The maximum amount of military service for which he may receive credit is thirty-six (36) months and such credit shall be given only upon payment to the retirement system of a contribution computed in the following manner: Induction rate for patrolman in effect at the time of making the election multiplied by the existing contribution rate, multiplied by the number of years of military service, with interest at the rate established by the Director of Finance, computed from date of hire.

Said contribution shall be made in one installment, payable in no event later than thirty (30) days following the date of

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Said contribution shall be made in one installment, payable in no event later than thirty (30) days following the date of

retirement. In the event an employee does not deposit the contribution required hereunder at the time of making the election, the contribution shall be increased $\frac{3}{4}$ of 1% per month, from the date of election to the date of payment, and shall be compounded annually on the amount due. No credit shall be granted for any military service for which the applicant is receiving a pension or which has been used in establishing entitlement to a pension from any other source.

Said service shall not be used for the purpose of meeting minimum requirements for retirement, including, but not limited to, deferred or voluntary retirement.

The employee shall be required to submit a certificate or other document from the military authorities indicating the character of service and nature of separation.

Section 5. Pop-Up Option

Employees, at the time of retirement, and only at such time, may elect to receive Pension Option "B," "Joint and Survivor Pension," or Pension Option "C," "Modified Joint and Survivor Pension," and a "pop-up" basis. If elected, upon the divorce from, or the death of, the named beneficiary, the retirant's pension shall thereafter be paid as if the retirant had elected the straight life form of payment. The change to the straight life form shall be effective the month following the divorce or death.

The actuarial tables used in calculating the "pop-up" option shall be such that there shall be no increased cost to the City or the retirement system.

Section 6. Ordinary Death Pension

The ordinary death pension under Section 25 of the retirement system shall be changed from twenty (20) years of credited service to fifteen (15) years of credited service.

ARTICLE 27 HOSPITALIZATION INSURANCE

The City shall provide to each employee Michigan Blue Cross/Blue Shield Medical and Hospitalization Insurance, MVF-II with prescription rider (generic drugs, \$5 co-pay) and Master Medical, (\$100 per person, \$200 per family, with 80/20 co-pay), fully paid at semi-private rates and including mandatory second opinion surgery and prevent. Such insurance shall begin per terms of the "New Hire Agreement" as entered into between the City of Flint and Michigan Blue Cross/Blue Shield as per past practice.

**Tentative Agreement Between City of Flint and
Flint Police Lieutenants & Captains Association (POLC)
July 1, 1995 — June 30, 1997**

I. Wages:

Increase Captain base rate of pay by 3.0%, then for all members of bargaining unit:

Effective July 1, 1995 — 3.5%

Effective July 1, 1996 — 3.0%

II. Longevity:

Effective July 1, 1995, add 2% longevity step at start of 27th year.

III. Shift Premium:

Effective for all employees entering bargaining unit from first Lieutenant's promotional list promulgated after the current November 15, 1994 promotional list, and thereafter, modify shift premium to \$1.00 per hour for second shift and \$1.25 per hour for third shift.

IV. Twenty Year Retirement Window:

For all employees currently in bargaining unit, the normal retirement age for employees will be twenty (20) years of service during the period September 1, 1996, through January 1, 1997.

V. Pension Multiplier & Employee Contribution:

Effective July 1, 1996, pension multiplier will be raised 0.1% to 2.6%.

Effective July 1, 1996, employee pension contribution is raised by 1.0% to 5.5%.

Effective for all employees entering bargaining unit from first Lieutenant's promotional list promulgated after the current November 15, 1994 promotional list, and thereafter, who are not able to fold in sick and annual leave severance payments into final average compensation, employee retirement benefits shall be subject to Section 415, Internal Revenue Code limitations. For all other employees (i.e., those predating the above and/or all employees who may fold sick and annual severance payments into final average compensation), an excess benefit trust will be created to pay benefits, if any, which exceed Section 415 limitations.

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VI. Compensatory Time:

Maximum 240 hours in compensatory time bank, earned at 1.5 times member's pay rate pursuant to FLSA. Upon retirement, up to 180 hours may be cashed in at member's then current pay rate and includable in f.a.c. for pension computation purposes. Any hours over 180 must be used prior to retirement. Members may elect to receive compensatory time for overtime traditionally paid in cash. Department may announce overtime opportunity as being paid only by compensatory time. Use of compensatory time under same contractual guidelines and departmental policies in effect regarding annual leave use. Pay period for purposes of FLSA is 28 days. Members may cash in a total of 180 hours only once in career.

VII. Notice of Transfer:

Effective fifteen (15) days after ratification, department will give minimum of fourteen (14) days notice of shift transfer or transfer of assignment. Transfer shall not be made for purposes of discipline.

VIII. Holidays:

Effective beginning of first pay period on or after ratification, revise agreement to provide double time for employees who are required to work unscheduled overtime on a holiday.

IX. Medical Benefits:

In Lieu Of Benefits: Increase to \$100 per month effective July 1, 1995.

Computation of Active Employee Contribution to Cost (If Any) for HMO: Utilize cost data for active employee BC/BS traditional coverage less \$50.00 per month employee contribution (currently procedure is to use cost data based upon active and retired employees). No HMO cost contribution for retirees. Allow retirees to change retiree health care (from among programs offered as of date of retirement) during each open enrollment period.

X. Personal and Extended Health Leave:

After completion of promotional probationary period, allow one (1) year personal leave, without pay or fringe benefits, upon discretion of Police Chief. Employee returning from leave will be placed at the top of the layoff list to fill the first open position of any classification in the unit he/she previously held. If no position becomes available prior to expiration of twenty-six pay periods while on said layoff list, employee shall be allowed to retire (if eligible) or shall be considered a voluntary quit.

Employee who is unable to perform assigned duties due to illness or disability and who has exhausted all sick leave available, shall at the written recommendation of a physician be granted a health leave without pay or fringe benefits for duration of said illness or disability up to 78 consecutive pay periods. Upon reinstatement (application in writing and cleared by physician selected by the City), employee shall be returned to work in classification last held in line with employee's seniority.

CITY OF FLINT COMPENSATION SCHEDULE

PERSONNEL OFFICE

Police Lieutenant

07/01/95

(07/01/94 RATES PLUS 3.5%)

BASE	5th Year	11th thru 15th Year	16th thru 20th Year	21st thru 24th Year	25th thru 26th Year	27th Year and Over
FIRST 6 MONTHS AS LIEUTENANT						
P25 A	51199.91	52083.19	53604.12	54835.09	55931.79	57050.43
B	1969.28	2003.20	2061.76	2109.04	2151.28	2194.24
H	24.616	25.040	25.772	26.363	26.891	27.428
SECOND 6 MONTHS AS LIEUTENANT						
A	48262.09	49089.68	50242.13	51390.53	52418.34	53466.71
B	1856.24	1888.08	1932.10	1976.56	2016.16	2056.48
H	23.203	23.601	24.155	24.707	25.202	25.706
SECOND 6 MONTHS AS LIEUTENANT						
A	49730.99	50586.43	51923.11	53112.90	54175.16	55258.66
B	1912.80	1945.68	1997.04	2042.80	2083.68	2125.36
H	23.910	24.321	24.653	25.535	26.046	26.567

CITY OF FLINT COMPENSATION SCHEDULE

PERSONNEL OFFICE
07/01/96

Police Lieutenant
(07/01/95 RATES PLUS 3%)

BASE	5th Year	11th thru 15th Year	16th thru 20th Year	21st thru 24th Year	25th thru 26th Year	27th Year and Over
P25						
A	52735.91	53645.69	55212.24	56480.14	57609.74	58761.94
B	2028.32	2063.36	2123.60	2172.32	2215.76	2260.08
H	25.354	25.792	26.545	27.154	27.697	28.251
FIRST 6 MONTHS AS LIEUTENANT						
A	49709.95	50562.37	51749.39	52932.25	53990.89	55070.71
B	1911.92	1944.72	1990.40	2035.92	2076.64	2118.16
H	23.899	24.309	24.880	25.449	25.958	26.477
SECOND 6 MONTHS AS LIEUTENANT						
A	51222.92	52104.02	53480.80	54706.29	55800.41	56916.42
B	1970.16	2004.00	2056.96	2104.16	2146.24	2189.12
H	24.627	25.050	25.712	26.302	26.828	27.364

CITY OF FLINT COMPENSATION SCHEDULE

Police Captain

(07/01/94 RATES PLUS 3% PLUS 3.5%)

PERSONNEL OFFICE
07/01/95

BASE	5th Year	11th thru 15th Year	16th thru 20th Year	21st thru 24th Year	25th thru 26th Year	27th Year and Over
P28 A	56954.39	57934.69	59628.45	60997.28	62217.22	63461.56
B	2190.56	2228.32	2293.44	2346.08	2393.04	2440.88
H	27.382	27.854	28.668	29.326	29.913	30.511

CITY OF FLINT COMPENSATION SCHEDULE

Police Captain

(07/01/95 RATES PLUS 3%)

PERSONNEL OFFICE
07/01/96

BASE	5th Year	11th thru 15th Year	16th thru 20th Year	21st thru 24th Year	25th thru 26th Year	27th Year and Over
P28 A	58663.02	59672.73	61417.30	62827.20	64083.74	65365.41
B	2256.32	2295.12	2362.24	2416.48	2464.80	2514.08
H	28.204	28.689	29.528	30.206	30.810	31.426

192-75

195-97
Revisions
Attached

AGREEMENT

PREAMBLE

THIS AGREEMENT is entered into on this 13th day of December, 1993, pursuant to and in accordance with Michigan Public Act 379, M.P.A. of 1965, as amended, between the City of Flint, hereinafter referred to as "City" and the Flint Police Captains' and Lieutenants' Association, hereinafter referred to as "Association".

WHEREAS, the parties recognize the interest of the community depends upon the City's success in establishing a proper service to the public, and

WHEREAS, the parties hereto recognize that they have a common responsibility to the citizens and the taxpayers and that the City has obligations to the citizens and taxpayers to operate efficiently, economically, and prudently, and to maintain adequate service to the public,

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

pay. In no event will the City compensate an employee for hours spent in bargaining or other Association activities beyond the employee's normal work shift. The Association shall be allowed to include up to two additional non-bargaining unit members on the Bargaining Team.

ARTICLE 4 AUTHORIZED PAYROLL DEDUCTION

Section 1.

In addition to mandatory deductions, employees may authorize the following deductions in their pay checks: Blue Cross, Savings Bonds, Contributions to United Way, F.O.P. dues, Credit Union, Police Benefit Association, P.O.L.C. Agency Shop dues and other deductions as applicable and agreed upon by the parties.

Section 2.

In the event of an overpayment to an employee, it is agreed that said overpayment must 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.).

ARTICLE 5 ASSOCIATION SECURITY AND DUES DEDUCTIONS

Membership in the Association is not compulsory. Regular employees have the right to join, not join, maintain or discontinue their membership in the Association as they see fit. The Association agrees not to solicit Association membership and not to conduct activities, except as otherwise provided for by the terms in this Agreement during working hours of the employees or in any manner that may interfere with employees engaged in work.

During the period of time covered by this Agreement, the City agrees to deduct from the wages of any employee who is a member of the Association all Association membership dues and initiation fees uniformly required; provided, however, that the Association present to the City written authorization properly executed by each employee allowing such deductions and payments to the Association.

Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Association. Each employee Association member hereby authorizes the Association and the City without recourse, to rely upon and to honor certificates by the Secretary-Treasurer of the Association, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Association dues and/or initiation fees. The City agrees, during the period of this Agreement, to provide this check-off service without charge to the Association. In the event it is subsequently determined by the Michigan Employment Relations Commission, an arbitrator with competent jurisdiction, or a court of competent jurisdiction that the Association dues or assessments have been improperly deducted and remitted to the Association, the Association shall return such amount to the affected employee.

All employees in the bargaining unit shall, as a condition of continued employment, pay to the Association 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 Association, which shall be limited to an amount of money equal to the Association's regular and usual dues. Provided, however, that non-members will not be subject to the customary initiation fee. For present regular employees, such payment shall commence two pay periods following the effective date of this Agreement.

For new employees, the payment of agency fees and initiation fees shall start two pay periods following date of hire and initiation fee will be deducted over twenty-six (26) consecutive pay periods, in equal installments.

Agency fees shall be deducted in equal installments each pay period by the City and transmitted to the Association as prescribed above for the deduction and transmission of Association dues.

The Association shall indemnify, defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the City in fulfilling the obligations imposed on the City under this Article.

ARTICLE 6 VISITS BY ASSOCIATION REPRESENTATIVES

The Employer agrees that accredited representatives of the Association shall have reasonable access to the premises of the employer during regular business hours to conduct Association business. Such representatives shall give advance notice of their presence to the supervisor concerned.

The Association shall be entitled to confer with the Chief, his designee, or the Director of Labor Relations at a mutually convenient time and place.

ARTICLE 7
ASSOCIATION LEAVE

At the discretion of the Chief, employees will be given reasonable time off with pay to attend conferences and seminars of the professional nature. Such time off will not be arbitrarily or capriciously denied.

ARTICLE 8
PROVISIONS FOR LEGAL COUNSEL

Whenever any claims are made or any civil action is commenced against an employee for injuries to persons or property caused by negligence or other acts of the employee while in the course of his employment, and while acting within the scope of his authority, the City will pay for or engage in or furnish the services of an Attorney to advise the employee as to the claim and to appear for and represent the employee in the action.

The City may compromise, settle and pay such claim before or after the commencement of any civil action. Whenever any judgment for damages, excluding punitive damages, is awarded against an employee as the result of any civil action for personal injuries or property damage caused by the employee while in the course of his employment, and while acting within the scope of his authority, the City will indemnify the employee or will pay, settle, or compromise the judgment. The City's Chief Legal Officer will make the selection of the Attorney or Attorneys to represent employees in any particular matter and allow the individual employee to object to the selection if he has cause to do so.

ARTICLE 9
NO-STRIKE CLAUSE

Section 1. No Strike

It is the intent of the parties to this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Association agrees that, during the life of this Agreement, the Association shall not cause nor shall any member of the Association take part in any strike or refusal to work. For purposes of this Agreement the term "strike" shall mean any concerted activity

resulting in a failure to report for duty, willful absence from a position or a stoppage or abstinence in whole or in part from the full and proper performance of lawful duties as a police officer.

Section 2. Affirmative Action

The Association agrees that it will take prompt affirmative action to prevent or stop any strike or refusal to work of any kind on the part of its members by notifying the employees that it disavows these acts.

Section 3. Discipline

The Association further agrees that the City shall have the right to discipline (including discharge) any or all employees who take part in any strike.

Section 4.

During the life of this Agreement, the Association shall not cause its members to, nor shall any member of the Association engage in, any strike because of a labor dispute between the City and any other labor organization.

Section 5. No Lock-Out

The City agrees that during the life of this Agreement there will be no lock-out.

ARTICLE 10 GRIEVANCE PROCEDURE

Section 1. Definitions

A grievance is defined as an alleged violation of a specific Article and Section of this Agreement. For the purposes of this Article, the term "working day" shall be defined as any day excluding Saturday, Sunday and observed holidays (as set forth in the Article entitled Holidays).

Section 2. Procedure

Step 1. Within five (5) working days of the time of the event giving rise to the grievance, an employee must present the grievance orally to his immediate supervisor. The Association Representative may be in attendance if the employee so requests. In the event that the grievant's immediate supervisor is of the same rank as the grievant or in the case of a suspension or discharge, Steps 1 and 2 will be

waived and the written grievance shall be filed at Step 3 within five (5) working days of the event giving rise to the grievance.

Step 2.

If the grievance is not resolved in Step 1, the Association Representative and/or grievant may reduce the grievance to writing and present the grievance to the employee's supervisor for a written answer. The written grievance shall be filed within seven (7) working days of the event giving rise to the grievance. It shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Association with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee. All grievances must be filed at Step 2, in writing, within seven (7) working days from the time the event giving rise to the grievance occurred or they will be deemed waived. The supervisor shall give the employee an answer in writing no later than five (5) working days after receipt of the written grievance.

Step 3.

If the grievance is not resolved in Step 2, the Association Representative and/or grievant may, within five (5) working days after the answer in Step 2, or, if no answer is submitted within the above required time, within five (5) working days of the due date of the supervisor's answer, submit a written appeal to the Chief of Police for his written answer. The appeal shall contain the reasons for the appeal and a copy of the original grievance and the supervisor's answer. The Chief of Police shall answer within seven (7) working days. Additional time may be allowed by mutual written agreement of the Chief and the Association Representative.

Step 4.

If the grievance is not resolved in Step 3, the Association Representative and/or the grievant may, within five (5) working days after the answer from the Chief, or, if no answer is submitted within the required time, within five (5) working days after such answer is due, appeal to the Director of Labor Relations. The appeal shall be in writing and shall specify the basis of the appeal. The appeal shall have attached to it all prior grievance papers, appeals, and answers. Within fifteen (15) working days after receipt of the appeal, the

Director of Labor Relations shall investigate the grievance and meet with the aggrieved employee and/or Association Representative. The director of Labor Relations or his/her designate shall render his/her decision in writing within fifteen (15) working days after holding a meeting on the appeal. Any grievance not filed within the prescribed time limit or not advanced to the next step by the employee or the Association within the time limit in that Step, shall be deemed abandoned. Failure of the City to respond to a grievance within the allotted time limits shall allow the aggrieved to carry the grievance to the next step of the procedure. The limits may be extended by mutual agreement in writing.

Step 5. If the grievance is not resolved at Step 4 of the Grievance Procedure, and if it involves an alleged violation of a specific Article and Section of the Agreement, either party may, at its option, submit the grievance to Arbitration by written notice delivered to the Director of Labor Relations or Association President or his designee as the case may be. Twenty (20) working days after receipt of the Director of Labor Relations' answer in Step 4, or, if the City fails to submit its answer within the prescribed time limits in Step 4, within twenty (20) working days after the expiration of the time limits in which the City is to submit its written decision in Step 4, the Association may submit the grievance to Arbitration by written notice delivered to the Director of Labor Relations. The written notice shall identify the provisions of the Agreement allegedly violated, shall state the issues involved, and the relief requested. If no such notice is given within the prescribed period, the City's last answer shall be final and binding on the Association, the employee or employees involved, and the City. If the parties are unable to agree as to an arbitrator within ten (10) working days of the receipt of the request for arbitration, the services of the American Arbitration Association shall be used in making a selection.

Section 3. Jurisdiction and Power of Arbitrator

If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits.

The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement.

His powers shall be limited to deciding whether the City has violated the express Articles and Sections of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the City.

Section 4. Arbitration Procedure

At the time of the Arbitration Hearing, both the City and the Association shall have the right to examine and cross-examine witnesses. Upon request of either the City or the Association, or the Arbitrator, a transcript of the Hearing shall be made. At the close of the Hearing, the Arbitrator shall afford the City and the Association a reasonable opportunity to furnish Briefs.

Section 5. Costs of Arbitration

Each party shall pay its own costs of processing grievances through the Grievance and Arbitration Procedures. The fee of the Arbitrator, his travel expenses, and the cost of any room or facilities and the expenses of the arbitration shall be borne equally by the parties. The expense of a stenographer and/or a transcript, if any, shall be borne by the party requesting it, or equally among the parties requesting it, if more than one party requests it. The fees and wages of representatives, counsel, witnesses, or other persons attending the Hearing on behalf of a party and all other expenses shall be borne by the party incurring the same. Provided, however, the wages of the grievant and the employee Association Representative will be paid for time spent in the Arbitration, if that time is during the employee's regularly scheduled work hours.

Section 6. Finality of Arbitrator's Decision

The Arbitrator's Decision, when made in accordance with his jurisdiction and authority established by this Agreement, shall be final and binding upon the Association, the employee or employees involved, and the City.

Section 7. General

In no case shall claims involving wages be valid for more than thirty (30) days retroactively from the date the grievance is first presented in Step 1 of the grievance procedure.

1. All claims for back wages shall be limited to the amount of wages the employee would otherwise have earned at his regular rate, less any unemployment or other compensation that he may have received from any source during the period of back pay.

way shall inactivation be construed to be punishment for the employee. The department may, at its discretion, reassign the employee instead of taking one of the actions described above until the investigation is completed. Such reassignment shall be without prejudice.

Section 3. Suspensions

In the event an employee is suspended, he/she shall be taken off the payroll and shall turn in his departmental equipment. In the event a member is exonerated of the charges causing the suspension, he/she shall be reinstated and compensated all back wages and benefits lost due to the suspension.

Section 4. Reports

Reports of all officers will be complete and specific in all matters related to their performance of duty and shall be provided in as timely fashion as the supervisor of police administration requires. An officer shall have the right of counsel if he has reason to believe that criminal charges may be preferred against him as a consequence of the information given. However, the process of obtaining counsel shall not unduly delay the provision of said report.

ARTICLE 12 SENIORITY

Section 1. Definitions

- a) Seniority. Except those instances specifically noted otherwise in Section 1(b) and Section 1(c) below, seniority, for purposes of this agreement, shall be classification seniority and shall be defined as the length of employment continued from the last date of promotion into the rank of Lieutenant or Captain. In determining seniority in accordance with the forgoing definition, any resulting ties in the amount of seniority shall be resolved in favor of that employee placing highest on the eligibility list from which those tying employees were selected for placement in the rank of Lieutenant or Captain. Where the term "classification seniority" or "seniority" is found in any section of this agreement relating to preference being given to any employee over another employee on the basis of seniority of the employees involved, such "seniority" shall be defined as immediately above.

- b) Total Seniority. For purposes of this agreement, total seniority shall be defined as the length of continuous employment in the City's service and shall be used in computing vacation leave, pension credits, sick leave, pay level and longevity.
- c) Departmental Seniority. For purposes of this agreement, departmental seniority shall be defined as the length of continuous employment as a sworn officer with the City's Police Department since the employee's last permanent hiring date.

Section 2. Loss of Seniority

An employee shall lose his seniority for the following reasons:

- a) He quits or retires.
- b) He is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
- c) He fails to report for work within five (5) days from the date of mailing or telegraphing of the notice of recall from layoff, notice of said recall from layoff to be by telegram or certified mail to the employee's last known address. The City may, in its discretion, make an exception to this return to work within five (5) days rule when it believes it is warranted by the circumstances. Such discretion shall not be arbitrary or capricious.
- d) If an employee is laid off for a continuous period equivalent to the length of his departmental seniority.
- e) The employee is absent for any three (3) consecutive working days without properly notifying the employer. Because of his unreported absence, the employee is considered to have resigned (voluntary quit) and is no longer in the employ of the City of Flint. In proper cases exceptions shall be made upon the employee producing convincing proof of his/her inability to give such notice.
- f) The employee fails to return from a leave of absence, vacation, sick leave, or suspension at the designated time. This shall be treated in the same manner as (e) above.

Section 3. Weapons Proficiency Allowance

Effective the first full non-pay week in December of each year, each employee who meets the present mandatory weapons proficiency levels established by the department, and is in the City's employ on the date of payment, will be paid a yearly proficiency allowance of \$400. Said allowance shall be paid in a lump sum as a separate check and shall not be considered compensation under the Retirement Ordinance.

In the event a Lieutenant or Captain 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 a separate check and shall not be considered compensation under the Retirement Ordinance.

ARTICLE 15 SHIFT PREMIUM

The hourly rate of an employee regularly assigned to work on the second shift shall be 6.5% greater than the base rate in the compensation pay section of this agreement applicable to that employee. The hourly rate of any employee regularly assigned to work on a third shift shall be 7% greater than the base rate in the compensation pay section of this agreement applicable to that employee. Shifts, for the purposes of this section, shall be designated as follows: First shift, any shift during which the starting time is between 4:00 a.m. and 11:59 a.m. Second shift, any shift during which the starting time is between 12:00 noon and 7:59 p.m. Third shift, any shift during which the starting time is between 8:00 p.m. and 3:59 a.m.

ARTICLE 16 OVERTIME AND OVERTIME PAY

Section 1. Definition of Overtime

An employee who works in excess of his regular number of work hours in his normal work day (i.e., a normal work day shall be considered to be eight (8) consecutive hours in any 24 hour period except during shift changes including relief assignments, provided that this is not to be considered a guarantee of hours worked per day or days worked per week), and any time an employee who works in excess of eighty (80) hours during a pay period, shall be paid overtime premium pay. If the employee is otherwise receiving a shift premium for the hours in question, the overtime shall be computed including the shift premium.

Section 2. Overtime Pay

Except as provided elsewhere in this Agreement, compensation for overtime shall be computed at one and one-half (1½) times the regular hourly rate of pay for all overtime worked. Premium payments are not to be duplicated (i.e., overtime and holiday premium shall not be paid for the same hours worked).

Section 3. Rescheduling

Leave days shall not be changed, switched or rescheduled for the purpose of avoiding the payment of overtime.

Section 4. Computation of Benefits

Any compensable day with eight (8) hours pay shall be considered a day worked for the purpose of computing benefits under this Agreement.

Section 5. Scheduled Overtime

Scheduled overtime is to be equalized as much as possible within the affective bureaus and/or subdivisions of the department. Failure of the employee to respond when called for overtime work will be charged as if worked.

Section 6. Call In

Whenever an employee is called back to work, he shall be paid for a minimum of two (2) hours at overtime rates. Time spent on call-in shall not include time spent on stand by. Employees who are called back will perform only those duties which are normally assigned his rank and/or position and the Employer will not assign any duty which would tend to, or in fact would, degrade him as a law enforcement officer. However, any of the employees so affected may be required to remain on duty to make up the difference between the actual time spent at the task for which he was returned and the two (2) hours overtime for which he was compensated.

ARTICLE 17 STAND BY

An employee may be required to remain on call at his regular place of abode or other location authorized by his supervisor in cases of possible emergencies.

For compensation, the employee on such duty shall receive at his regular straight time rate of pay one (1) hour pay for each calendar day, Monday through Friday, and two (2) hours pay for each calendar Saturday and/or Sunday of such duty.

Except in the following situation, all holidays shall be observed on the actual calendar date of their occurrence:

For those employees whose assignment enables them to have every Saturday as a regular day off, any holiday that has a calendar date falling on a Saturday, the calendar date of that holiday shall be ignored and the preceding Friday shall be designated as the holiday. For those employees whose assignment enables them to have every Sunday as a regular day off, any holiday except Easter Sunday that has a calendar date falling on a Sunday, the calendar date of that holiday shall be ignored and the succeeding Monday shall be designated as the holiday. In the case of Easter, the holiday shall be observed on the calendar date only.

Section 2. Holiday Benefits

In the event that a holiday occurs on a day that would otherwise fall within an employee's regular work schedule, such employee will take the day off and will be charged eight (8) hours annual leave for such day off. The employee's supervisor may require that employee to work on any holiday. In the event a holiday occurs on a day that does not fall within an employee's regular work schedule, such employee shall not be charged with any annual leave time.

In the event an employee is scheduled and/or required to work on any holiday such employee shall be compensated at the rate of time and one-half ($1\frac{1}{2}$) for all hours worked.

Section 3. Duplication of Holiday Benefits

If any employee works both the calendar date and the designated date of a holiday, he shall receive holiday benefits only for the calendar date of the holiday.

ARTICLE 20 ANNUAL LEAVE

Section 1. Accrual of Annual Leave

Annual leave shall be computed and accrued on the basis of each payroll period that an employee has at least seventy-two (72) hours of straight time pay. If an employee has more than forty (40) hours of straight time in a payroll period but less than seventy-two (72) hours, the employee shall accrue one-half ($\frac{1}{2}$) the amount shown on the schedule below. Annual leave shall be based on City seniority, as defined in this Agreement, uninterrupted by resignation or discharge. Annual leave shall be accrued on the following basis:

<u>Years of City Seniority</u>	<u>Hours Accrued Per Payroll Period</u>	<u>Maximum Accumulated Hours for Employees Hired:</u>	
		<u>Before 1-1-78</u>	<u>After 1-1-78</u>
Less than 6	7.1	427	258
6 thru 10	8.6	544	336
11 thru 15	10.2	668.8	419.2
16 and Over	10.8	716.8	476.2

Annual leave may be cumulative but not to exceed the maximums set forth above and any excess shall be forfeited, provided, however, that any excess shall not be forfeited in the event that the employee suffers an injury or illness arising out of or in the course of employment which has been determined to be compensable by the Bureau of Workmen's Compensation of the State of Michigan and because of such illness or injury is unable to utilize accumulated annual leave. Any annual leave accumulated and unused due to compensable injury or illness shall be used within six (6) months after return to work. Said period may be extended by mutual agreement between the employee, the appointing authority and the personnel director.

No annual leave shall be taken or allowance made or paid until an employee shall have worked one (1) full year, but thereafter such first year of employment shall be considered for the purpose of accrual of annual leave as having accumulated beginning with the first day of employment, provided, however, that in the case of employees who are involuntarily called into the Armed Forces of the United States, such employees shall receive allowance for annual leave computed under the terms hereof from date of employment for the term of such involuntary tour of duty, without regard to whether said employee has worked less or more than one (1) year.

Employees may accumulate annual leave in excess of the maximum listed in the above chart by 160 additional hours. Said additional hours shall not be added to the above maximum or be included in FAC computations nor shall the employee be entitled to pay upon termination for any hours in excess of the maximum accumulated hours set forth in the above chart.

Section 2. Use of Annual Leave

Time paid as annual leave shall be treated as time worked with the exception of night bonus.

Regular days off falling within a period of annual leave shall not be included as part of such leave.

An employee must use annual leave before the employee is allowed to take time off without pay.

Upon termination of employment, an employee shall be compensated for his accrued annual leave at the rate of pay received by said employee at the time the employment is terminated, provided, however, for employees hired after January 1, 1978, such annual leave payment shall be made within sixty (60) days after the employee retires and such payment shall not be included as final average compensation for the purpose of computing retirement benefits.

No annual leave balance shown on the "Request for Leave" slip or paycheck stub will be subject to challenge by an employee for a period that covers more than twelve (12) months prior to the date of challenge. Regular days off falling within a period of annual leave shall not be included as part of such leave.

Section 3. Vacation Schedules

Vacation schedules, whereby employees with accrued annual leave time may be afforded an opportunity to take and use such accrued annual leave time, shall be developed by the department head. The number of employees allowed to be absent on annual leave during any particular pay period shall be determined by the department head. Annual leave may be cancelled by the Chief of Police in any situation deemed by him to be an emergency, or upon the request of the employee.

Employees shall be provided an opportunity to take and use any portion of their accrued annual leave for the purpose of taking one two-week summer vacation and again for the purpose of taking one two-week winter vacation, in accordance with the following: The calendar year shall be divided into segments equal to pay periods. All pay periods falling within, and including, the first pay period

Section 3. Supplemental Pay

An employee may elect to receive supplemental pay by the City of:

- a) An amount sufficient to make up the difference between what is paid by Workmen's Compensation and his regular rate of pay for 130 working days; or,
- b) An amount sufficient to make up the difference between what is paid by Workmen's Compensation and 80% of his regular rate of pay for 260 working days. The employee must make election in writing immediately upon said employee's being notified by a physician that it will be necessary for said employee to be off work for a job related injury or illness. If said employee does not make an election at the proper time, said employee shall be deemed to have elected option (a) above.

Section 4. Rehabilitation

If, in the opinion of the City Disability Examiner, the employee will, at some time in the future, be rehabilitated to the point where he can resume his former duties, supplemental pay may be extended with the consent of the Chief of Police and the Director of Labor Relations. However, if the City Disability Examiner cannot state with reasonable certainty that such is the case, the employee shall be eligible for disability retirement.

If an employee takes a disability retirement, such employee shall have his retirement benefits reduced by any Workmen's Compensation benefits for which he is eligible.

Where a difference in opinion exists between the City Disability Examiner and the employee's private physician as to the ability of the employee to return to regular or light duty work, a third independent opinion will be obtained from a physician chosen by the employee's doctor and the City Disability Examiner. 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 the Genesee Medical Corporation 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 of the third physician will be shared equally by the City and the employee. The opinion of this physician shall be final and shall not be subject to the grievance procedure.

ARTICLE 22
SICK LEAVE

Section 1. Accrual

Sick leave benefits shall be earned and accrued by employees at the rate of four (4) hours of sick leave for each payroll period that the employee has at least 72 hours of straight time pay. If an employee has 40 hours of straight time pay in a payroll period, but less than 72 hours, the employee shall earn and accrue two (2) hours of sick leave. However, no sick leave shall accrue if an employee has been on sick leave for the entire payroll period. Sick leave shall accrue on an unlimited basis.

Section 2. Use

An employee shall be allowed to apply and receive sick leave benefits only in the event of illness, injury or other conditions related to his health prohibiting him from effectively performing his assigned duties. Application for sick leave shall be made to the Chief of Police on a form provided by the City and must be approved by the Chief of Police. The City may require an employee applying for sick leave benefits to provide proof of such illness, injury, or other conditions related to the employee's health before granting any request for such sick leave benefits in any case where an employee was absent from work more than three (3) consecutive work days claiming illness, injury, or other conditions relative to his health, or any other reasonable suspicion of sick leave abuse.

In addition thereto, the employee may be required by the department head or authorized representative to be examined on City time by the City physician to determine whether the employee has recovered sufficiently from the condition causing such absence to return to work.

Employees shall work for the City 1,040 hours, but not less than six (6) months, before such leave may be utilized. Upon completion of this initial term of employment, accrual and accumulation of sick leave shall be credited to the employee as of date of employment.

Charges against accumulated sick leave and pay allowances for time lost on account of sickness shall be made only for time lost for which the employee normally would have received pay and during which he normally would have been required to work.

Where an employee finds that he will be unable to report for work due to illness, injury or other conditions relative to his health, such employee shall notify the appropriate supervisor within one-half hour prior to the employee's scheduled starting time. Subsequent to making such notice, said employee shall confine himself to his place of residence during those hours he

would normally be on duty unless such illness does not normally require confinement at one's residence or unless directed otherwise by a licensed physician and in such event said employee shall notify the appropriate supervisor of the physician's direction. Provided further, on notifying the appropriate supervisor of the need for medication or the services of a physician, an employee shall be allowed to leave his residence to seek such service for a period of time reasonable to the situation and surrounding circumstances.

Any employee who has exhausted his available sick leave may have deducted any additional lost time due to illness charged against and deducted from accumulated annual leave.

Sick leave shall not be paid where other City paid benefits received by an employee would result in cumulative straight time payment in excess of his normal wage based on an eight (8) hour day or forty (40) hour work week.

Sick leave shall be taken in increments of at least one (1) hour or up to the balance accumulated if the accumulated balance is a fraction of an hour, provided, however, in areas where work crews are assigned at the start of shifts, the appointing authority may require that sick leave be used in four (4) hour increments at the start of a shift.

In accordance with the provision of this Agreement, no employee having sufficient sick leave accrued to cover any time lost shall suffer any loss of pay for regularly scheduled work, allowances, or other benefits (excluding night bonus) where such time lost is due to illness, injury, or other conditions relative to his health.

Section 3. Involuntary Leave

The City reserves the right to require an employee to take an involuntary sick leave of absence if the employee suffers from a disability, mental or physical, as shown by medical evidence. Such requirement shall not be arbitrary or capricious. The parties specifically agree that any dispute arising out of this section shall be subject to the grievance procedure.

Section 4. Injury or Illness During Course of Employment

Whenever an employee is injured or becomes ill as a result of his employment with the City, and such illness or injury is found compensable by the Bureau of Workmen's Compensation of the State of Michigan, time lost as a result of such injury or illness shall not be deducted from the employee's sick leave.

Section 5. Sick Leave at Retirement

Any employee who was hired on or before July 1, 1988, and who retires from the City of Flint as provided in the Retirement Ordinance shall be compensated in cash for any accumulated unused sick leave up to 480 hours plus one-half pay for each hour of unused sick leave in excess of 480 hours.

Effective upon ratification, any employee hired after July 1, 1988, who retires from the City of Flint as provided in the Retirement Ordinance shall be compensated for one-half pay for each hour of unused sick leave time.

Any employee who is a member of the bargaining unit as of August 20, 1987, and who retires from the City of Flint as provided in the Retirement Ordinance shall also be paid one-half pay for each hour of unused sick leave between 480 hours and 960 hours, provided said sick leave shall be paid after the employee retires (within 60 days) and shall not be included as part of the employee's final average compensation for the purpose of computing retirement benefits.

Notwithstanding the above, for any employee hired after January, 1978, said sick leave shall be paid after the employee retires (within 60 days) and shall not be included as part of the employee's final average compensation for the purpose of computing retirement benefits.

Section 6. Death

In the event of the employee's death, unused accumulated sick leave time shall be paid to the employee's living beneficiary on the same formula basis as retirees. Said payment shall be made to the spouse, children, father, mother, sister, or brothers of the deceased employee with preference being given to those persons in the order named unless the employee, by a sworn statement filed with the employer prior to death, has established a different order, without requiring letters of administration to be issued upon the estate of the deceased employee.

Section 7. Balances

No sick leave balance as shown on the "Request for Leave" slip or paycheck stub will be subject to challenge by an employee for a period that covers more than twelve (12) months prior to the date of challenge.

ARTICLE 23
LEAVES OF ABSENCE

Section 1. Education Leave

An employee with at least twenty-six (26) consecutive pay periods service credit may be granted a leave of absence for a full-time educational program, full-time being at least twelve (12) credit hours per semester. Written application for educational leave must be made six (6) weeks prior to the beginning of the leave requested.

The credit hours pursued must be related to Law Enforcement as determined by the Chief of Police prior to the commencement of the leave. The Chief of Police's decision concerning relatedness shall be final, providing such decision is not arbitrary or capricious.

An employee who seeks and/or obtains employment while on educational leave of absence shall be automatically terminated from the City effective the date the educational leave of absence started, unless the employee was specifically granted the right to employment while on educational leave. With the permission of the Chief of Police, the employee may seek and/or obtain part-time employment while on educational leave of absence as long as the employee is actively pursuing his/her full-time educational program.

- a) Long-Term Educational Leave. The employee requesting educational leave, upon indicating an intention to return to duty with the City at the expiration of the requested leave, may be granted a long-term educational leave for a period up to twenty-six (26) pay periods. An employee on long-term educational leave may apply for reinstatement to the service prior to the expiration of said leave. Such employee shall be placed at the top of the list to fill the first open position of any classification he/she previously held, and shall remain on this list for a period of twenty-six (26) pay periods following expiration of said leave.
- b) Short-Term Educational Leave. The employee requesting educational leave, upon indicating an intention to return to duty with the City, may be granted a short-term educational leave for a period of up to one (1) scholastic term or eight (8) pay periods, whichever is shorter, without loss of seniority or accrued benefits. Providing that the employee is immediately available upon the expiration of the short-term educational leave to be placed in a position within the classification from which he/she vacated for the short-term educational leave and subject to the other terms of this agreement, the employee shall be placed in a position within the

classification from which he/she vacated for the short-term educational leave.

Section 2. Funeral Leave

An employee shall be granted a maximum of three (3) consecutive eight (8) hour work days (24 hours) leave with straight time pay due to death in the immediate family to attend the funeral and take care of any other matters related to the death. Immediate family shall be defined to include parents, parents of a current spouse, spouse, children, brothers, sisters, sisters or brothers-in-law, grandparents, grandparents-in-law, grandchildren, children of a current spouse or other relatives living in the employee's home. It is incumbent upon the employee to adequately demonstrate that the relationship conforms to the definition above should any question arise. Additional time, such as travel time, shall be charged against accumulated annual leave. Employees may also be granted up to one-half ($\frac{1}{2}$) day (4 hours) leave with pay for the purpose of attending funerals of other close relatives.

The employee shall notify the City of the necessity of funeral leave immediately upon discovery that such leave is required.

Section 3. Family Illness

If a permanent employee has a prolonged illness in his immediate family, defined in this case to include only the spouse or children of the employee, said employee may be granted a leave of absence without pay not to exceed twenty-six (26) pay periods at the discretion of the Chief of Police. Such leave must be requested prior to the start of leave and must be substantiated by a physician's statement certifying the prolonged illness of the specific family member. Every 30 days following the submission of the first physician statement, a new physician statement as described herein shall be submitted to the City certifying the continued illness of the family member. The submission of the physician's statement is the responsibility of the employee. An employee on family illness leave is required to apply for reinstatement to the service upon the cessation of the family member's illness. Such employee shall be placed at the top of the list to fill the first open position of any classification he/she previously held, and shall remain on this list for a period of 52 consecutive pay periods following expiration of said leave.

An employee who seeks and/or obtains employment while on family illness leave of absence shall be automatically terminated from the City effective the date the family illness leave started, unless the employee was specifically granted the right to employment while on family illness leave.

Family illness leave will be granted for a maximum of twenty-six (26) pay periods for illnesses of any one family member whether

or not such leave is taken continuously or on separate occasions. Each day of this leave will be considered one-fourteenth of a pay period and will be figured to compute a total of twenty-six (26) pay periods.

Section 4. Health Leave

An employee with at least twenty-six (26) consecutive pay periods of service credit at the time leave is to commence who is unable to perform his assigned duties because of personal, physical or mental illness, or disability, and who has exhausted all sick leave available shall, at the written recommendation of a physician, be granted a health leave of absence without pay or fringe benefits for the duration of said illness or disability, up to thirteen (13) consecutive pay periods. A written request for such leave must be submitted six (6) months or as soon as possible prior to the start of the leave.

An extension of up to two (2) pay periods may be granted upon the submission of a written physician's statement certifying the employee's inability to perform his/her assigned duties at least two (2) pay periods prior to the expiration of the leave. Further extensions of up to two (2) pay periods at a time may be granted by applying in writing at least fifteen (15) days prior to the expiration of the leave. The employee shall apply for and reinstatement in writing of his intent to return to work accompanied by a written statement from a physician selected by the City. Employees applying for reinstatement to the service prior to the expiration of said leave shall be placed at the top of the list to fill the first open position of any classification he/she previously held and shall remain on this list for a period of fifty-two (52) pay periods following expiration of said leave.

ARTICLE 24 MILITARY RESERVE LEAVE

Whenever an employee who is a member of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, Air Force Reserve or Coast Guard Reserve is called to active duty or is compelled to participate in classes or instruction as part of an activated reserve unit, such employee shall be paid, during the time of such service, the difference between his regular wage or salary and the allowance of the State of Michigan, or other governmental authority, for such service, provided that in the case of active service, the total payment shall not exceed fifteen (15) working days in any one (1) calendar year and in the case of compulsory reserve training, the period of payment shall be determined by the Chief of Police. Before such payment shall be made, the employee shall furnish the Chief of Police with a letter from the Commanding

Officer showing the period of active duty and the allowance made by the State of Michigan or other governmental authority for such service. It shall be the duty of the Chief of Police to forward such letter to the Director of Finance.

ARTICLE 25 VETERANS RIGHTS AND BENEFITS

A member who has been in the Armed Services of the United States under military leave from the City of Flint and subject to the limitations provided by law and who is released or discharged from such duty under honorable conditions, shall be afforded all rights provided governmental employees under the provisions of P.A. 1951, No. 263, as amended (M.C.L.A. 35.35; M.S.A. 4.1486).

ARTICLE 26 RETIREMENT

Section 1. General

An employee shall be allowed to retire voluntarily with pension benefits at twenty-three (23) years of credited service. Employees hired on or after July 1, 1994, shall be allowed to retire voluntarily with pension benefits at twenty-five (25) years of service and age fifty (50). Said employee's pension payments will be figured on the average of the highest annual compensation paid said employee during any period of three (3) years of his credited service contained within his five (5) years of credited service immediately preceding the date of his employment with the City last terminates. Effective January 1, 1994, the multiplier will be 2.5% per year.

Employment after twenty-five (25) years of service shall be conditioned on the employee being able to fully perform his job duties. Any dispute as to the employee's physical or mental condition shall be resolved in accordance with Article 21, Section 4, Paragraph 3.

An employee may take a deferred retirement after completion of fifteen (15) years credited service. Such deferred retirement shall be paid in accordance with Section 35-25 of City of Flint Ordinance No. 2496, as amended May 19, 1975, effective May 26, 1976.

An employee who retires without necessary service credits to receive pension benefits will be considered as retiring without pension benefits and will not be eligible for Blue Cross/Blue Shield benefits nor pension payments. Such employee will be refunded all of the accumulated contributions standing to such employee's credit if the employee makes proper application.

Section 2. Annuity Withdrawal Option

Within thirty (30) days following the date the member attains the rank of Police Lieutenant, a Police Lieutenant may elect the option of voluntary withdrawal of his own accumulated contributions. Failure to elect this option within the specified time will preclude withdrawal of his own accumulated contributions upon retirement. A member who elects this option shall immediately thereafter have his contribution to the retirement system increased from 4.5% to 8.5% of the compensation paid him by the City. A member who has elected this option may at time of application for retirement choose to have 25%, 50%, 75% or 100% of his accumulated contributions returned in a single payment. The member's pension shall then be reduced by the actuarial equivalent of the accumulated contributions withdrawn as determined by the City's actuaries. The accumulated contributions for the member in the employee's savings fund shall be reduced by the amount of the single payment.

In the event a member elects the aforementioned option, upon refund of the employee's accumulated contributions, the employee shall receive "Regular Interest" on his accumulated contributions. "Regular Interest" shall be defined as in the Definition section of the Retirement Ordinance (i.e., 1% per annum, compounded annually).

Nothing contained in this Section 2 shall be construed to prohibit an employee who elects this option from electing other applicable options provided in the Retirement Plan.

Section 3. Employee Contribution Rate

The employee's contribution to the retirement system shall be 4.5% of the compensation paid him by the City.

Section 4. Purchase of Military Time

Any full-time employee presently employed in the position of Police Lieutenant may, on a one-time only basis, prior to January 1, 1982, elect to receive credit, for retirement purposes only, for time served in the armed forces of the United States on active duty for other than training purposes, and for which he received an honorable discharge. The maximum amount of military service for which he may receive credit is thirty-six (36) months and such credit shall be given only upon payment to the retirement system of a contribution computed in the following manner: Induction rate for patrolman in effect at the time of making the election multiplied by the existing contribution rate, multiplied by the number of years of military service, with interest at the rate established by the Director of Finance, computed from date of hire.

Said contribution shall be made in one installment, payable in no event later than thirty (30) days following the date of

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Said contribution shall be made in one installment, payable in no event later than thirty (30) days following the date of

retirement. In the event an employee does not deposit the contribution required hereunder at the time of making the election, the contribution shall be increased $\frac{3}{4}$ of 1% per month, from the date of election to the date of payment, and shall be compounded annually on the amount due. No credit shall be granted for any military service for which the applicant is receiving a pension or which has been used in establishing entitlement to a pension from any other source.

Said service shall not be used for the purpose of meeting minimum requirements for retirement, including, but not limited to, deferred or voluntary retirement.

The employee shall be required to submit a certificate or other document from the military authorities indicating the character of service and nature of separation.

Section 5. Pop-Up Option

Employees, at the time of retirement, and only at such time, may elect to receive Pension Option "B," "Joint and Survivor Pension," or Pension Option "C," "Modified Joint and Survivor Pension," and a "pop-up" basis. If elected, upon the divorce from, or the death of, the named beneficiary, the retirant's pension shall thereafter be paid as if the retirant had elected the straight life form of payment. The change to the straight life form shall be effective the month following the divorce or death.

The actuarial tables used in calculating the "pop-up" option shall be such that there shall be no increased cost to the City or the retirement system.

Section 6. Ordinary Death Pension

The ordinary death pension under Section 25 of the retirement system shall be changed from twenty (20) years of credited service to fifteen (15) years of credited service.

ARTICLE 27 HOSPITALIZATION INSURANCE

The City shall provide to each employee Michigan Blue Cross/Blue Shield Medical and Hospitalization Insurance, MVF-II with prescription rider (generic drugs, \$5 co-pay) and Master Medical, (\$100 per person, \$200 per family, with 80/20 co-pay), fully paid at semi-private rates and including mandatory second opinion surgery and prevent. Such insurance shall begin per terms of the "New Hire Agreement" as entered into between the City of Flint and Michigan Blue Cross/Blue Shield as per past practice.

Effective February 1, 1994, change Master Medical deductible to \$150/\$300 (individual, family) with an 80/20% co-pay, \$1,000 stop loss; also effective February 1, 1994, change MVF-II to MVF-I.

(a) Coverage shall commence per terms of the "New Hire Agreement" entered into between the Employer and the insurance carrier. Effective February 1, 1994, employees electing traditional Blue Cross/Blue Shield coverage as described above shall be required to pay Fifty (\$50) Dollars per month toward the cost of said coverage. A payroll deduction shall be authorized by employees electing traditional coverage. Effective February 1, 1994, the existing Blue Cross/Blue Shield PPO shall be changed to the Blue Cross/Blue Shield CMM PPO with \$100/\$200 deductibles (individual, family) with an 80%/20% co-pay, \$1,000 stop loss, and a Five (\$5) Dollar co-pay prescription (generic drug) rider.

(b) Employees eligible for hospitalization insurance as set forth in (a) above shall have the option of maintaining current coverage or electing to be covered by HMO. This election shall be made during the months of April and May and such coverage will be subject to the regulations of the Carrier. The City shall pay for such HMO coverage on behalf of an eligible employee, an amount not to exceed the amount being paid by the City for Blue Cross/Blue Shield coverage for an eligible employee. At such time as the cost of providing HMO exceeds the amount being paid to provide Blue Cross/Blue Shield, the employee shall pay such additional amount by payroll deduction. Effective February 1, 1994, the existing HMO plans shall be modified to require a Five (\$5) Dollar drug co-payment and a Ten (\$10) Dollar office visit charge.

(c) Coverage shall be discontinued on the day the employee's services are terminated (for other than purposes of retirement, or a leave of absence resulting from a job-related injury), including layoff or otherwise not receiving compensation or benefits.

(d) An employee who retires with pension benefits shall receive Blue Cross/Blue Shield for himself/herself and his/her dependent: Medical and Hospitalization Insurance, MVF-II with prescription rider (generic drugs, \$5 co-pay) and Master Medical (\$100/\$200 and 80/20 co-pay), including mandatory second opinion surgery and prevent, provided further, that for employees appointed into the bargaining unit after February 1, 1987, who retire, the coverage shall be MVF-I not MVF-II.

For employees retiring on or after February 1, 1994, change Master Medical deductible to \$150/\$300 (individual, family) with an 80/20% co-pay, \$1,000 stop loss; also effective February 1, 1994, change MVF-II to MVF-I.

(e) The City shall not provide retiree hospitalization if another employer-paid health plan (comparable to the City of Flint plant then in effect for the retired employee) is available to the

retiree. As a condition of continued retiree hospitalization, the City shall have the right to require that a retiree file a yearly affidavit attesting whether such "other" employer-paid hospitalization/health plan is available. If a retired employee who was receiving pension benefits and Blue Cross/Blue Shield dies leaving a surviving spouse, the surviving spouse shall continue to receive such medical and hospitalization benefits as would have been received by the retired employee had the retired employee continued to live, except that when said surviving spouse reaches age 65, the surviving spouse shall receive Blue Cross/Blue Shield Complimentary Coverage, Age 65.

(f) Any employee who retires on or after February 1, 1994, shall be obligated to pay the applicable monthly employee cost, if any, for their selection of health care coverage available to active employees as of their date of retirement, until such time as the retiree has a total of thirty (30) years of active employment service with the City plus years of service as a retiree in receipt of retiree health care benefits.

ARTICLE 28 LIFE INSURANCE

The City agrees that, for the duration of this Agreement, it will pay the premiums to furnish \$25,000 of group life insurance and \$25,000 accidental death insurance for full-time employees.

This insurance coverage will begin the first day of the month following the employee obtaining six consecutive months of employment. The coverage shall be discontinued on the day the employee's services are terminated, the employee quits, retires, is laid off, or is otherwise not on the payroll. Provided, however, that if the employee is discharged and the discharge is ultimately reversed, the City will be liable for any life insurance benefits that would have been otherwise due.

Forms will be made available to employees by the City whereby employees can designate a beneficiary on this life insurance coverage, and in the event no beneficiary is designated, the policy will be payable to the employee's estate.

ARTICLE 29 DENTAL INSURANCE

For the life of this Agreement, the City shall pay the premiums to provide a dental insurance program for regular, full-time employees who enroll in the dental program; said program to consist of:

Class I (Basic Dental Services)

100% preventative, diagnostic and emergency palliative
90% remainder of Class I including radiographs

Class II (Prosthodontic Dental Services) 50%

Class III (Orthodontic Dental Services to Age 19) 50%

Class I and II benefits shall be to a maximum of \$750 per person per contract year. Class III benefits shall not exceed a lifetime maximum of \$650 per person.

Said benefits shall be as specified in the insurance agreement between the City and the carrier and shall be subject to the other provisions specified in Article 30, Insurance Coverage. Coverage shall become effective on the first day of the month following the employee obtaining six (6) consecutive months of employment or as provided in a new agreement. Coverage shall be discontinued on the day the employee services are terminated, the employee quits, goes on any leave of absence, is laid off, participates in a strike, or is otherwise not actively employed.

ARTICLE 30 INSURANCE COVERAGE

Notwithstanding the provisions contained within the article on life insurance, during the term of this Agreement, the City shall have the right to select the insurance carrier(s), to select the insurance policy or policies, to change carriers, and to become self-insured provided there is no reduction in the benefits currently provided; and provided further that the City investigate the financial soundness of the insurance carrier prior to contracting with said carrier. The health and dental insurance benefits provided in this Agreement shall be by the way of a fringe benefit with no cash reimbursement for those employees who do not qualify. These benefits shall be subject to the terms and conditions specified in the City's group insurance policy or policies and any claim settlement between the employee and the respective insurance carrier(s) shall not be the basis of a grievance or subject to arbitration. The City, by payment of the premium payments required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefits provided by the insurance carrier. The failure of an insurance company to provide any of the benefits which it has contracted for any reason shall not result in any liability to the City or the Association nor shall such failure be considered a breach by either of them of any obligation under this Agreement. Eligibility, coverage, and benefits under any insurance plan are subject to the terms and conditions, including any waiting period or other time

limits, contained in the contracts between the City and the carrier(s).

ARTICLE 31
PAYMENT IN LIEU OF INSURANCE COVERAGE

The City will pay to eligible employees, under the conditions herein set forth, an annual amount in lieu of insurance coverage. All payments shall be for the twelve (12) billing periods immediately prior to December 1. The payment shall be made as an adjustment to a regular pay check, and only those employees who are entitled to a regular pay check the first day in December shall be entitled to the payment in lieu of insurance coverage.

Any employee who is eligible for hospitalization insurance, at City expense, pursuant to the Article entitled Hospitalization Insurance, but who elects not to be covered by said insurance, shall be entitled to a payment of \$20 per billing period during which hospitalization insurance was not provided for said employee at City expense. Effective February 1, 1994, payment in lieu of hospitalization insurance coverage shall increase to \$50 per billing period.

Any employee who is eligible for dental insurance, at City expense, pursuant to the Article entitled Dental Insurance, but who elects not to be covered by said insurance, shall be entitled to a payment of \$5 per billing period for any billing period during which dental insurance was not provided for said employee at City expense.

ARTICLE 32
EMPLOYEE DEATH

For the purposes of this Agreement, all pay, allowances, and other benefits due a deceased employee shall be paid to the employee's beneficiary. Where such employee has no named beneficiary, payment shall be made to the deceased employee's estate.

ARTICLE 33
TEMPORARY ASSIGNMENTS

An employee in a temporary assignment in a higher classification will receive the rate of pay for the higher classification for all time worked in such higher classification in excess of thirty (30) consecutive calendar days.

ARTICLE 34
PERSONNEL DEPARTMENT FILES

The Personnel Department's personnel files are separate and distinct from the Police Department's personnel files. The information that shall be contained in the Personnel Department's personnel files are the application, personnel action forms, probationary period performance report, test results, letters of commendation and records of all previous and current formally administered disciplinary actions and the charges for such actions.

An employee may review his own file at any time during the normal working hours for the Personnel Department provided that this review does not interfere with the discharge of his duty or the duties of the Personnel Department. The Personnel Director shall be responsible for the privacy of such files.

ARTICLE 35
POLICE DEPARTMENT PERSONNEL FILE

Employees' Police personnel file shall be kept under the direct control of the Office of the Chief of Police. The employer shall not allow anyone other than those responsible for Police Department operations and/or administration (including the City Attorney and the Director of Labor Relations and/or their designated Assistants) to read, view, or have a copy of or in any way peruse in whole or in part the Police personnel file except as otherwise required by law.

An employee by right may review his own Police personnel file as to its total content except the pre-hire background investigation and recommendation and the files relative to any division of inspection investigation, upon written request to the Chief of Police. When a final determination is made relative to any division of inspection investigation (whether or not such charges are sustained), the employee shall have the right to review any and all of the allegations contained in the division of inspection investigation file.

All Police personnel files must be kept and maintained in the confines of the Office of the Police Chief. The Chief of Police and/or his/her designate shall be responsible for the privacy of such files. It is understood by both parties that the City Administrator or his/her designate assistant may review the Police files.

ARTICLE 36
PERSONNEL EXAMINATIONS

Any employee shall be allowed, upon his request, time off for the purpose of taking any written or oral examination concerned with promotion to another rank within the department where such examination is administered by the City of Flint Personnel Department and where such employee is eligible to take such examinations.

In addition to the above, an employee shall be allowed, upon his request, to take a maximum of two (2) other examinations administered by the City of Flint Personnel Department, provided, however, that time off for the purpose of taking such additional examinations shall not exceed two (2) days for any one (1) examination. Further, such additional examinations shall be limited to two (2) per calendar year; however, on approval of the department head, an employee may be granted time off as annual leave to take more than two (2) additional examinations. Examinations administered during hours in which the employee is not scheduled to work shall be taken at the option of the employee without debit or credit to his hours of service.

For the purpose of this section, authorized time off shall be without loss of pay, allowances, or other benefits provided in this Agreement.

ARTICLE 37
PROMOTIONS

The Personnel Director, or his designee, will meet and confer with the Association prior to the posting of the job opportunity announcements for promotion to the position of Captain in the Flint Police Department.

The Association will be provided the opportunity to discuss with the Personnel Director, or his designee, such matters as eligibility, service ratings, seniority credit, method of examination and such other criteria used to obtain the final examination score.

Section 1. The promotional lists for Captain and Deputy Chiefs shall have a duration of eighteen (18) months.

Section 2. The Personnel Director, or his/her designee, will meet with the Union prior to establishing each promotional examination, it being agreed that the promotional selection procedure shall be job related and shall satisfy the Uniform Guidelines on Employee Selection Procedures, 29 CFR Sec. 1608, et seq.

Section 3. For promotion to the rank of Captain, candidates for promotion shall be selected from among the top three (3) persons appearing on the then current eligible list.

Section 4. The parties wish to assure that the obligation of providing for equality of opportunity for all members of the bargaining unit is satisfied. Consistent with the provisions of the Uniform Guidelines on Employee Selection Procedures, 29 CFR Sec. 1608, future selection procedures shall be construed to minimize or eliminate adverse racial impact.

Section 5. For promotion to the rank of Deputy Chief, candidates for promotion shall be selected from among the top three (3) persons appearing on the then current eligible list.

ARTICLE 38 CHANGE OF ADDRESS AND TELEPHONE NUMBER

Section 1. Change of Address

An employee changing his place of permanent residence shall immediately make such change known to his immediate supervisor on a form provided by the City for such purpose. The employee's address as it appears on the City's records shall be conclusive when used in connection with the layoffs, recalls, or other notices to employees.

Section 2. Telephone Numbers

All employees shall be required to give their home phone numbers to the Chief of Police; it being understood that employees, as a condition of employment, are obligated to maintain a telephone at their residence at their own expense. An employee changing his phone number shall make such change known immediately to his immediate supervisor on a form provided by the City for such purposes. Such phone numbers shall be held in strict confidence and will not be given out to anyone except City Administrators without the permission of the employee and then only by a Command Officer. The employee's phone number as it appears on the City's records shall be conclusive when used in connection with layoffs, recalls, or other notices to employees.

ARTICLE 39 RESIDENCY

All Flint Police Department members hired after July 1, 1973, shall, as a condition of their employment, maintain residence within the boundaries of the City of Flint. All Flint Police Department members hired prior to July 1, 1973, shall abide by residence restrictions imposed by Departmental policy prior to July

1, 1973, i.e., fifteen (15) mile radius from City Hall Complex and/or within Genesee County.

ARTICLE 40
EMERGENCIES

Section 1.

If an emergency as declared by the Mayor is in effect at the time of an employee's normal shift start, those employees unable to report for work will be compensated with six (6) hours of compensation for the day.

Section 2.

Those employees who due to the emergency nature of their position or the specific direction of their supervisor are required to report for work and who report for work will be compensated with an additional day off.

Section 3.

At the employee's option, accrued leave time may be used for the remaining two (2) hours to complete the day's compensation.

ARTICLE 41
PERSONAL PROPERTY REIMBURSEMENT

Employee claims for personal property damaged or lost on the job will be reimbursed upon approval of the Chief Legal Officer and the Mayor in accordance with procedure established by the City. Personal property damaged or lost while in performance of duty shall be replaced or repaired up to a value of and not exceeding \$250 per item. It is understood that this Article will be administered as allows:

1. Employee will not be reimbursed for damage due to his or her own negligence.
2. Damage to cosmetic jewelry will not be reimbursed.
3. Employees will be reimbursed for watches and bands up to \$75. Expensive watches should not be worn for hazardous duty.
4. Repairs to or replacement of glasses limited to safety glasses.
5. For purposes of this Article, clothing will be considered personal property.

the employee or may be deducted from the employee's accrued annual leave.

ARTICLE 43
LAYOFF AND RECALL

Section 1. Procedure

In the event of a layoff, the following procedures will be followed:

- a) Provisional employees within the affected classification within the department will be laid off first.
- b) Probationary employees within the affected classification within the department will be laid off next.
- c) Thereafter, permanent employees within the affected classification within the department will be laid off according to classification seniority and, for these employees who have been reduced to Lieutenant or Captain from a higher classification as a result of a layoff, "add-on" classification seniority (as defined in subsection (e) of this section).
- d) When an employee is removed from a classification within his department as a result of layoff, he/she may be allowed to bump into the next lower rank classification within the department.
- e) For purposes of this section, in determining the seniority of an employee who has been reduced from a higher classification as a result of a layoff, he/she shall receive "add-on" classification seniority which shall be defined as the length of continuous employment from the employee's last date of promotion into the classification to which the employee bumped downward to and including continuous employment in any higher classification. Said employee shall receive the wage rate of the applicable wage grade within the classification assumed.

Section 2. Notice

The City will give fifteen (15) calendar days written advance notice to the affected employee of any layoff.

Section 3. Recall

Employees will be recalled in the reverse order of the layoff. In accordance with Section 2(c) of the Article entitled Seniority,

failure to report to work within five (5) days will be considered a voluntary quit.

ARTICLE 44
UNEMPLOYMENT COMPENSATION

Unemployment compensation benefits shall be provided in accordance with applicable law.

ARTICLE 45
MEDICAL EXAMS

If financing permits, the City may require that all members of the bargaining unit submit to annual physical examinations by a City appointed doctor, provided that the City pay the cost of such examinations.

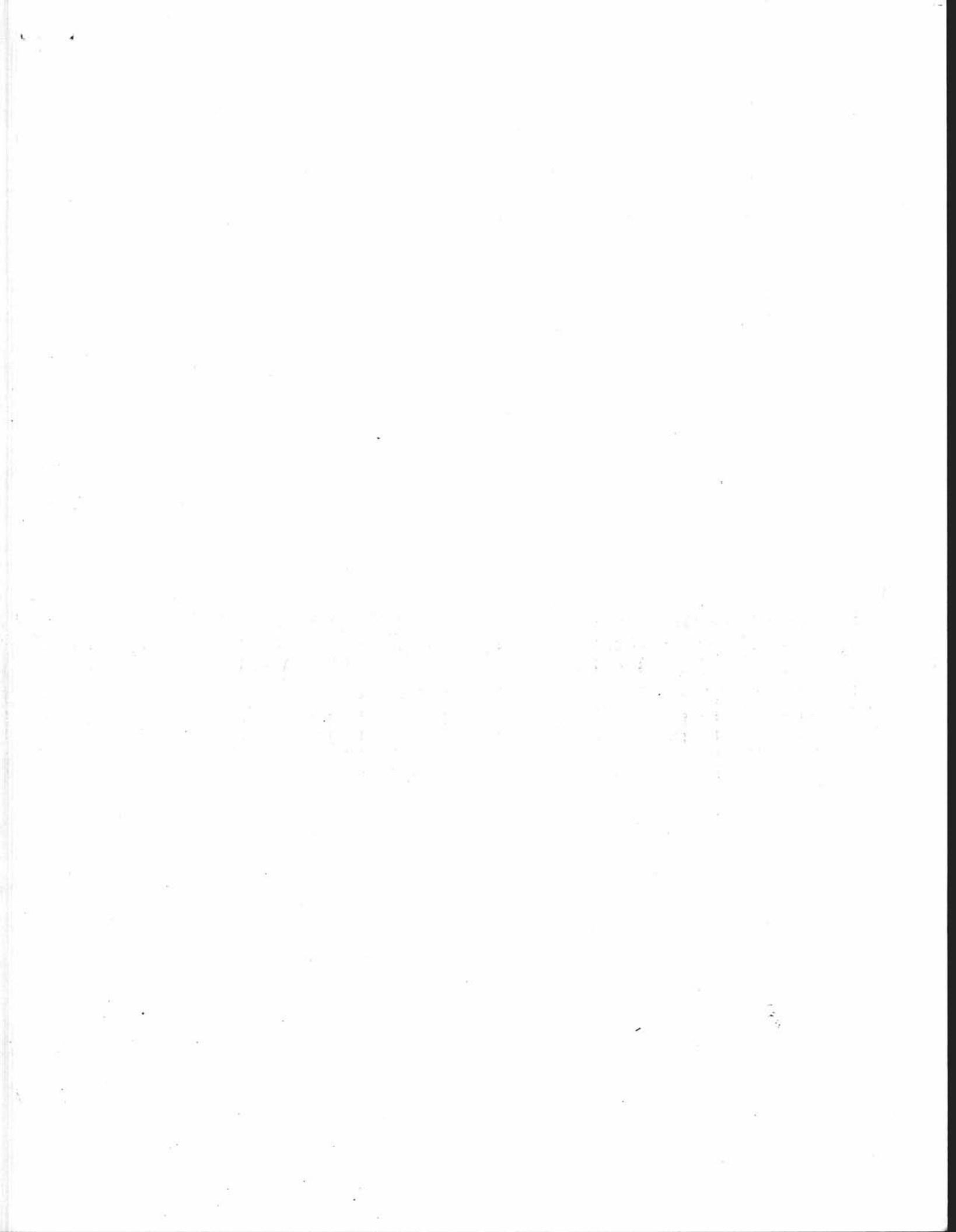
ARTICLE 46
SCHEDULING

The City reserves the right to schedule the work hours of employees according to the needs of law enforcement exigencies, to determine and modify work schedules. Scheduling will allow each employee at least two (2) consecutive days off in any fourteen (14) day pay period. All employees shall have a regular work schedule consisting of eight (8) consecutive hours in any twenty-four (24) hour periods except during shift changes. The City reserves the right to schedule the lunch or break periods. An employee shall be notified at least seventy-two (72) hours prior to any change in his regular day off sequence, shift, or bureau assignment except in cases of emergency or if the employee agrees otherwise.

ARTICLE 47
WORK RULES

New rules and regulations or proposed changes in rules and regulations shall be posted on bulletin boards at least ten (10) days prior to their effective date except in cases of emergencies determined by the Chief of Police.

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



and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreement, understandings, practices and arrangements heretofore existing.

ARTICLE 51
DURATION OF AGREEMENT

This Agreement shall be effective for the period of July 1, 1989, through June 30, 1992, and shall continue thereafter for successive periods of one (1) year, unless either party shall at least ninety (90) days prior to June 30, 1992, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate, change, or any combination thereof shall have the effect of terminating the entire Agreement on the expiration date unless subjects proposed as amendments have been disposed of or withdrawn prior to the expiration date.

July 1, 1992 - July June 30, 1995

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement on the date herein written. Dated at Flint, Michigan, this 13th day of December, 1993.

FOR THE CITY:

FOR THE UNION:

LETTER OF UNDERSTANDING

FITNESS FOR DUTY

The City and Association agree that the following work rule relating to fitness for duty shall govern all members of the bargaining unit:

It shall be the obligation of every employee to submit to chemical tests of his blood, breath or urine when so requested by the employer. When an employee refuses such a test, it shall be conclusively presumed that he is unfit for duty due to intoxicants and/or controlled substances.

Provided, however, an employee who is afflicted with hemophilia, diabetes, or a condition requiring the use of anticoagulant under the directions of a physician shall not be obligated to submit to a test requiring the withdrawal of blood.

FOR THE CITY:

FOR THE UNION:

DATED: _____

DATED: _____

LETTER OF UNDERSTANDING

SELF-INSURANCE FOR CERTAIN BENEFITS

While the contract refers to the City's obligation to pay premiums to provide certain insurance (to-wit: life, hospitalization, dental, and optical), in fact the City is self-insured on some of these benefits. Therefore, it is understood that the City is obligated to provide the coverage and benefits outlined in the agreement, but that this does not require the City to pay premiums for insurance contracts as such.

FOR THE CITY:

FOR THE ASSOCIATION:

DATED: _____

DATED: _____

LETTER OF UNDERSTANDING

In implementing the provisions of the Promotions Article 37, the Personnel Director or his designee agrees to meet with representatives of the Association and the Chief of Police or his designee for purposes of reviewing the type(s) of test(s) to be used in addition to such other matters as are provided for under said Promotions Article 37.

FOR THE CITY:

FOR THE ASSOCIATION:

DATED: _____

DATED: _____

LETTER OF UNDERSTANDING

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.

FOR THE CITY:

FOR THE ASSOCIATION:

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING

The parties hereby agree that Employees, in the bargaining unit when a successor agreement to the parties' July 1, 1989 to June 30, 1992 agreement is reached (date of ratification or date of an Act 312 award), may:

1. On a one-time only basis, and not thereafter, elect to receive credit, for retirement purposes only, for time served in the Armed Forces of the United States on active duty for other than training purposes, and for which he received an honorable discharge. The maximum amount of military service for which he may receive credit is 36 months and such credit shall be given only upon payment to the retirement system of a contribution computed in the following manner. Induction rate for patrolman in effect at the time of making the election multiplied by the existing contribution rate, multiplied by the number of years of military service, with interest at the rate established by the Director of Finance, computed from the date of hire.

Said contribution shall be made on one installment, payable no later than five (5) years from date of election, but in no event less than the date of application for retirement. No credit shall be granted for any military service for which the applicant is receiving a pension or which has been used in establishing entitlement to a pension from any other source.

Said service shall not be used for the purpose of meeting minimum requirements for retirement, including but not limited to, deferred or voluntary retirement.

The Employee shall be required to submit a certificate or other document from the military authorities indicating the character of service, and nature of separation.

In the event an Employee does not deposit the contribution required hereunder at the time of making the election, the contribution shall be increased $\frac{3}{4}$ of 1% per month from the date of election to the date of payment. Employees may elect to make said payment after the five (5) year period provided above, but in no event later than the thirty (30) days

following the employee's retirement. Interest shall accrue at a rate of 3/4 of 1% per month, and shall be compounded annually on the amount due on a one-time only basis, prior to retirement, and not thereafter, elect to receive credit, for retirement purposes only, for time served in the Armed Forces of the United States on active duty for other than training purposes, and for which he received an honorable discharge.

2. This option to elect military buy-back shall cease on March 13, 1994.
3. Failure of an employee to timely exercise his option (pursuant to this letter of understanding) shall prohibit the Employee from buying military credit under this latter of understanding, but shall not prohibit the employee from purchasing military time for retirement purposes in accordance with the applicable article in the Collective Bargaining Agreement.
4. This Letter of Understanding shall not be attached to the Collective Bargaining Agreement. Any disputes arising under this Letter of Understanding shall be received through the Grievance Procedure Article as though it were part of the Collective Bargaining Agreement.

FOR THE CITY:

FOR THE ASSOCIATION:

Date: _____

Date: _____