

4838

1992-6/30/96  
✓ 6/30/99

CITY OF FLINT  
-and-  
LABOR COUNCIL, FOP POLICE SERGEANTS  
TENTATIVE SETTLEMENT AGREEMENT  
August 19, 1997  
(Off-the-Record)

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1. Agreement from date of ratification, to and including, June 30, 1999.
2. Appendix A, Longevity Steps - Effective beginning of first pay period on or after date of ratification, add a two percent (2%) longevity step to start at the 27th year (same as Lieutenants and Captains). Recalculate for pension purposes only, the 27th step at 2% over the 25th step from July 14, 1996. No retroactivity pay or other lump sum wage payment for said longevity step.
3. Article 23, Hospitalization Insurance - Same package as Lieutenants and Captains, i.e., increase in lieu of insurance to \$100, with Section 125 Plan on a calendar year basis. Compute active employee contribution to cost, if any, for HMO by utilizing cost data for active Blue Cross/Blue Shield traditional coverage less \$50.00 per month employee contribution (current procedure is to use cost data based upon active and retired employees).
4. Article 24, Dental Optical Benefits, Section 1 - Effective January 1, 1998, increase Class I and II maximum benefits to \$1,000 per year. Increase Class III benefits to \$1,000 per person per lifetime.
5. Article 33, Shift Premium - Effective for all employees entering the Sergeants' bargaining unit from the first promotional list promulgated after date of ratification and thereafter, modify shift premium to \$1.00 per hour for second shift and \$1.25 per hour for third shift.
6. Article 28, 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 negotiation for said six-year period.
  - A. Effective the first pay period on or after date of ratification, raise the pension multiplier from 2.5 to 2.6 for all employees hired after January 1, 1978 and for all employees entering the Sergeants bargaining unit after July 1, 1996 (without regard to their date of hire).
  - B. Effective the first pay period on or after date of ratification, change the period for the final average compensation to two out of last five years rather than three out of five for employees hired on or before January 1, 1978 in the bargaining unit on July 1, 1996. Discontinue said two out of five and revert back to three out

Flint City

of five when the last employee eligible for two out of five retirees or leaves said Sergeant's the bargaining unit.

- C. Effective first pay period on or after date of ratification, increase employee contribution to pension plan by 1% to 5.5%.
- D. Enter into a side Letter of Agreement which will provide that in the event the City voluntarily enters into a two out of five FAC with the Lieutenants and Captains Unit, 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 Arbitrator.
- E. Anyone retiring from July 1, 1996 to date of ratification, shall have their pension recalculated at the applicable rate set forth in Paragraphs A or B above.

7. Appendix "A" - Wages -

Effective beginning of pay period on or after July 1, 1996, increase wages in Appendix "A" by 3.75%.

Effective beginning of pay period on or after July 1, 1997, increase wages in Appendix "A" by 2.75%.

Effective beginning of pay period on or after January 1, 1998, increase wages in Appendix "A" by 1%.

Effective beginning of pay period on or after July 1, 1998, increase wages in Appendix "A" by 2.75%.

See attached Wage Schedules.

- 8. All other items shall remain as provided in the 1992-96 Agreement.

FOR THE CITY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF FLINT COMPENSATION SCHEDULE  
Police Sergeant

(TENTATIVE)

06/29/97 OR 07/13

BASE	5th Yr	11th thru		16th thru		21st thru		25th thru		Effective Beginning of Pay Period Following Ratification
		15th Year	20th Year	24th Year	26th Year	27th Year and Over				

P23 - AFTER 1 YEAR AS SERGEANT

A	48318.91	49285.29	50270.99	51276.41	52301.94	53347.98
B	1858.48	1895.60	1933.52	1972.24	2011.68	2051.84
H	23.231	23.695	24.169	24.653	25.146	25.648

\*FOR SERGEANTS PROMOTED AFTER 10-12-86\*

FIRST 6 MONTHS AS SERGEANT

A	45720.84	46635.26	47567.97	48519.32	49489.71	50479.5
B	1758.56	1793.68	1829.60	1866.16	1903.52	1941.52
H	21.982	22.421	22.870	23.327	23.794	24.269

SECOND 6 MONTHS AS SERGEANT

A	47018.88	47959.26	48918.45	49896.83	50894.77	51912.67
B	1808.48	1844.64	1881.52	1919.12	1957.52	1996.64
H	22.606	23.058	23.519	23.989	24.469	24.958

(TENTATIVE)

CITY OF FLINT COMPENSATION SCHEDULE

12/28/97 OR 01/1

Police Sergeant

BASE	5th Yr	11th thru 15th Year	16th thru 20th Year	21st thru 24th Year	25th thru 26th Year	27th Year and Over
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P23 - AFTER 1 YEAR AS SERGEANT

A	48802.10	49778.14	50773.70	51789.17	52824.96	53881.46
B	1877.04	1914.56	1952.88	1991.92	2031.76	2072.40
H	23.463	23.932	24.411	24.899	25.397	25.905

\*FOR SERGEANTS PROMOTED AFTER 10-12-86\*

FIRST 6 MONTHS AS SERGEANT

A	46178.05	47101.61	48043.65	49004.51	49984.61	50984.30
B	1776.08	1811.60	1847.84	1884.80	1922.48	1960.96
H	22.201	22.645	23.098	23.560	24.031	24.512

SECOND 6 MONTHS AS SERGEANT

A	47489.07	48438.85	49407.63	50395.8	51403.72	52431.8
B	1826.56	1863.04	1900.32	1938.32	1977.12	2016.64
H	22.832	23.288	23.754	24.229	24.714	25.208



(TENTATIVE)

CITY OF FLINT COMPENSATION SCHEDULE

Police Sergeant

06/28/98 OR 07/1

BASE	5th Yr	11th thru 15th Year	16th thru 20th Year	21st thru 24th Year	25th thru 26th Year	27th Year and Over
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P23 - AFTER 1 YEAR AS SERGEANT

A	50144.16	51147.04	52169.98	53213.37	54277.65	55363.20
B	1928.64	1967.20	2006.56	2046.72	2087.60	2129.36
H	24.108	24.590	25.082	25.584	26.095	26.617

\*FOR SERGEANTS PROMOTED AFTER 10-12-86\*

FIRST 6 MONTHS AS SERGEANT

A	47447.95	48396.9	49364.85	50352.13	51359.19	52386.37
B	1824.96	1861.44	1898.72	1936.64	1975.36	2014.88
H	22.812	23.268	23.734	24.208	24.692	25.186

SECOND 6 MONTHS AS SERGEANT

A	48795.02	49770.92	50766.34	51781.68	52817.32	53873.67
B	1876.80	1914.32	1952.56	1991.60	2031.44	2072.08
H	23.460	23.929	24.407	24.895	25.393	25.901

**DRAFT**

6/30/96

**AGREEMENT**

**between**

**CITY OF FLINT**

**and**

**LABOR COUNCIL, MICHIGAN  
FRATERNAL ORDER OF POLICE**

**POLICE SERGEANTS**

**Effective**

**January 23, 1995 - June 30, 1996**

**(1992-1996 Contract)**

*Flint City*

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## PREAMBLE

THIS AGREEMENT is entered into on this 23rd day of January, 1995, 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" or "Employer" and Labor Council Michigan Fraternal Order of Police, hereinafter referred to as "Union" or "Employee."

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:

### ARTICLE 1 - RECOGNITION

This Agreement is entered into between the City and Employees of the Flint Police Department possessing the rank of Sergeant who are represented by Labor Council Michigan Fraternal Order of Police, in order to improve the relationship between the City of Flint and those Employees of the Flint Police Department of the rank of Sergeant.

The City recognizes the Union as the sole and exclusive bargaining representative for all Employees of the Police Department possessing the rank of Sergeant for the purpose of establishing wage rates, hours of employment, working conditions, and other terms and conditions of employment.

### ARTICLE 2 - AUTHORIZED PAYROLL DEDUCTIONS

Section 1. In addition to mandatory deductions, Employees may authorize the following deductions in their paychecks: Blue Cross, Savings Bonds, Contributions to United Way, F.O.P. dues, Credit Union, Police Benefit Association, 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 may be collected by the City with the employee hereby authorizing a payroll deduction for such overpayment. The employee will be notified in writing of the overpayment at least five (5) work days prior to the date of the paycheck in which the overpayment is being recovered. No deduction for overpayment shall exceed \$50 in any one check without the employees 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 3 - RECOGNITION, AGENCY SHOP AND DUES

Membership in the Union is not compulsory. Regular employees have the right to joint not join maintain or drop their membership in the Union as they see fit.

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

Dues will be authorized, levied and certified in accordance with the constitution and bylaws of the Union. Each employee Union member hereby authorizes the Union and the City without recourse, to rely upon and to honor certificates by the Director of Labor Services, Labor Council Michigan Fraternal Order of Police, regarding the amounts to be deducted and the legality of the adopted action specifying such amounts of the Union dues. The Employer agrees during the period of this Agreement to provide this checkoff service without charge to the Union. In the event it is subsequently determined by the Michigan Employment Relations Commission or a court of competent jurisdiction that the Union dues or assessments have been improperly deducted and remitted to the Union, the Union shall return such amount to the affected employee.

All employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by the other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For 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 shall start two pay periods following the date of appointment into the bargaining unit.

Agency fees shall be deducted monthly by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues.

The Union 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 4 - MANAGEMENT RIGHTS CLAUSE

The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the City and the Employees are vested solely and exclusively in the City, including but not limited to, the right to hire new employees and direct the working force, to discipline, suspend,

discharge for cause, transfer or lay off employees, require employees to observe City and departmental rules and regulations to decide the services to be provided the public, the type and location of work assignments, schedules of work, and the methods, processes and procedures by which such work is performed.

### ARTICLE 5 - STEWARDS

Section 1. Employees of this bargaining unit shall be represented by three (3) stewards who shall be officers of the Local (i.e., President, Vice President, Secretary/Treasurer) and two (2) alternates, who shall be Trustees of the Local, all of whom shall be elected.

One of the stewards shall be designated to represent the Criminal Investigation Bureau, one shall be designated to represent the Police Operations Bureau, and one steward shall be designated to represent second and third shift employees. It is understood that in the absence of the designated steward, one of the other stewards or alternates may fill in.

Section 2. The steward or alternate during his working hours, without loss of time or pay, in accordance with the terms of this Article, may investigate and present grievances to the Employer, upon having received permission from their supervisor to do so. The supervisor shall grant permission within a reasonable time, after the first hour of the shift, for such steward or alternate to leave his work for these purposes subject to necessary emergency exceptions. The privilege of such steward or alternate leaving his work during working hours without loss of time or pay is subject to the understanding that only reasonable time will be devoted to the proper processing of grievances and will not be abused.

Section 3. Chief Steward. The President of the Local Union shall be the Chief Steward. The Vice President of the Local Union shall be the alternate Chief Steward. The Chief Steward or alternate may serve in all special conferences and may process grievances to Step 3. In any event, the Chief Steward or alternate in conjunction with the steward, will process grievances at Step 4. He shall request permission of his immediate supervisor prior to leaving his work area and subject to the necessary emergency exceptions, such permission shall be granted to attend meetings.

Section 4. The Union will furnish the Employer with the names of its authorized representatives and members of its committee who are employed within the unit and such changes as they may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with whom it may be dealing.

### ARTICLE 6 - UNION RIGHTS

Section 1. Bulletins and Orders. Bulletins and Orders. A copy of any general order, rule, regulations or training bulletin will be made available to the chief steward for the Union.

Section 2. Special Conferences. Special conferences on matters of mutual interest and import will be arranged between the Union and the Chief of Police, the Director of Labor Relations or the City Administrator upon the request of either party. Such meetings shall be between one and not more than three representatives of the Employer and the Union unless otherwise mutually agreed. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those matters included in the agenda, unless both parties agree to include other items. Conferences shall be held on a work day.

Section 3. Police Department Personnel Files. Employees' police personnel files 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 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.

Any employee by right may review his own personnel file as to its total content except the background investigation, the files relative to an active internal affairs investigation and progress, upon written request to the Chief of Police.

The Employee shall have the right to review any and all of the allegations contained in the division of inspection 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 designate shall be responsible for the privacy of such files. It is understood by both parties that the City Administrator or his designated assistant may review the Police Files.

Section 4. The Personnel Department files are separate and distinct from the Police personnel files. The information that shall be contained in the Personnel Department files are the application, personnel actions 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 from the date of July 1, 1975. Past infractions may be used in administrative discipline only in accordance with Section 1, Discipline, of Article 10, Discharge and Discipline, of this Agreement.

An Employee may review his own file at any time during the normal working hours for the Personnel Department. Access to this file is limited to the Personnel Director, Department Head, City Administrator, and the Employee.

Section 5. The Bargaining Team shall be elected by the bargaining unit and shall be limited to three (3) members of the bargaining unit. The Union shall designate at the initiation of bargaining which Employees are to be released with and substitutions shall only occur with cause. When bargaining occurs during a bargaining team member's regularly scheduled work



shift, such member shall be released for the purpose of negotiating without loss of time or pay. In no event will the City compensate an Employee for hours spent in bargaining or other Union activities beyond the employee's normal work shift. A maximum of 240 hours shall be allowed for the entire bargaining team for the purpose of negotiating, excluding the Chief Steward. All hours beyond 240 hours shall be without pay. The Union shall be allowed to include up to two additional non-bargaining unit members on the Bargaining Team.

The parties understand the Department can reassign another employee to assume the Chief Steward's assignment while he is negotiating.

Section 6. The City shall provide a bank of 32 hours total each contract year for Union officers to attend a union conference, convention or seminar, provided at least fourteen (14) days written notice is given and provided the granting of the time will not require overtime. No more than four (4) officers may attend a conference convention or seminar at the same time.

#### **ARTICLE 7 - PROVISIONS FOR LEGAL COUNSEL**

Whenever any claim is 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 Employer 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 Employer 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 or 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 Employer will indemnify the Employee or will pay, settle, or compromise the judgment. The Chief Legal Officer will make the selection of the attorney or attorneys to represent the Employee in any particular case, and allow the Employee to object to the selection if he has cause to do so.

#### **ARTICLE 8 - NO-STRIKE CLAUSE**

It is the intent of the parties of 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 Union agrees that during the life of this Agreement, neither the Union, its agents nor its members, will authorize, instigate, aid or engage in a work stoppage, slow down or strike against the City of Flint. The City agrees that during the same period there will be no lockout.

## ARTICLE 9 - GRIEVANCE PROCEDURE

### Section 1. Definitions.

- (a) Grievance. The grievance procedure shall serve as the exclusive means for the settlement of a dispute arising under a specific Article and Section of this Agreement, including, but not limited to, disciplinary actions.
- (b) Working Days. For purposes of this Article the term "working day" shall be defined as any calendar 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 or within five (5) working days of when the employee reasonably should have known of the event giving rise to the grievance, an employee must present the grievance orally to his immediate supervisor. The steward may be in attendance if the employee so requests. In the event of a suspension or discharge, Steps 1 through 4 will be waived and the written grievance shall be filed at Step 5 within five (5) working days of the disciplinary action.

Step 2. If the grievance is not resolved in Step 1, the steward 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 or within seven (7) working days of when the employee reasonably should have known of the event giving rise to the grievance or the grievance will be deemed waived. It shall name the employees 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 Union with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee. 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 steward 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 Bureau Commander 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 Bureau Commander shall give the employee and/or the steward the answer, in writing, within five (5) working days after receipt of the written appeal.

Step 4. If the grievance is not resolved in Step 2, the steward and/or grievant may, within five (6) working days after the answer in Step 3. or, if no answer is submitted within the above required time, within five (5) working days or the due date of the Bureau Commander's written 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 or original grievance, appeals and answers. The Chief of Police shall give the employee and/or steward the answer, in writing, within seven (7) working days of the Step 4 written appeal.

Step 5. If the grievance is not resolved in Step 4, the steward 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 of when 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 steward, and/or business representative. The Director of Labor Relations or his/her designate shall submit his/her decision in writing within fifteen (15) working days after holding a meeting on the appeal to the Chief Steward and the business representative by first-class mail. It shall be the responsibility of the Union to notify the employee involved.

Step 6. If the grievance is not resolved at Step 5 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 the Chief Steward or designee as the case may be. Within twenty (20) working days after receipt of the Director of Labor Relations' answer in Step 5, or, if the City fails to submit its answer within the prescribed time limits in Step 5, within twenty (20) working days after the expiration of the time limits in which the City is to submit its written decision in Step 6, the Union 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 Union, the employees involved, and the City. If the parties are unable to agree as to an arbitrator within ten (10) working days of receipt of the request for arbitration, the parties shall meet and select an arbitrator at random from among the following three:

Keith Grotz  
Mario Chiesa  
Richard Kanner

After an arbitrator has been randomly selected, the parties agree to be bound by the then current American Arbitration Association rules.

Providing that, upon thirty days written notice to the other party, either party may cancel the above random selection method. Upon cancellation of the random selection method, the services of the American Arbitration Association shall be used thereafter in selection of an arbitrator for any matter in which an arbitrator has not been selected.

Section 3. Jurisdiction & 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 Union shall have the right to examine and cross-examine witnesses. Upon request of either the City or the Union, 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 Union 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 steward 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 Union, the employee or employees involved, and the City.

Section 7. General.

- (a) 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 that 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.
  2. No decision in any one case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a representative case by mutual written agreement by the parties.
- (b) Any grievance not filed within the prescribed time limit or not advanced to the next step by the employee or the Union 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. Time limits may be extended by mutual agreement in writing.
- (c) For purposes of this Article, the Chief Steward may act as a steward in the grievance procedure.

#### **ARTICLE 10 - DISCHARGE AND DISCIPLINE**

**Section 1. Discipline.** Before any disciplinary action is taken against an employee, he shall be given an opportunity to state his position and offer any supporting evidence immediately available to his superior officer who is rendering such discipline.

Whenever an employee is given an oral reprimand, written reprimand, suspension or any form of discipline or discharge, the charges and specifications shall be reduced to writing by the supervisor recommending the action to the Chief and copies shall be furnished the employee against whom the charges are brought. Such charges and specifications shall cite the specific sections of rules, regulations, orders, appropriate law or ordinance, and/or Articles of this Agreement which the employee is alleged to have violated.

At the time a notice of disciplinary action is served, the employee shall have two (2) alternatives:

1. Waive all rights to appeal and accept the discipline imposed by the Chief of Police or his designate.
2. Or to appeal same to the Director of Labor Relations step of the Grievance Procedure.

In imposing discipline on a current charge, the City may base its decision upon any prior infractions which have occurred within the twelve (12) month period immediately preceding the alleged infraction, except when prior infractions are directly related to the current charge.

Section 2. Relieved of Duty, Inactivation. In the event that an employee is relieved of duty, he/she shall be taken off the payroll until returned to duty, reassigned, inactivated, suspended or fired. An employee may be relieved of duty for only two (2) working days. If the department needs more time than the two (2) working days to investigate, the department will inactivate the employee.

Inactivation means the employee may be taken off active duty and remain on payroll for up to thirty (30) days. However, in the event the employee has been charged with a felony or has been indicted by a grand jury, the City reserves the right to further inactivate the employee without pay at the end of said thirty (30) days for a maximum period of thirty (30) days following conclusion of said criminal proceedings in the trial court. Inactivation may be used by the City as a period for investigation. Upon inactivation, the employee will retain all his departmental equipment with the exception of his weapon(a), badge, radio, and Departmental/City ID until the investigation is completed. In no 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 and/or relieved of duty.

Section 4. Reports. Reports of all Sergeants will be complete and specific in all matters related to their performance of duty and shall be provided in as a timely fashion as the supervisor of Police administration requires. A Sergeant 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 11 - SENIORITY**

Section 1. Definitions.

- (a) City Seniority. The Employee's original hire date adjusted for time without pay. City seniority shall be used for determining step increases in pay, annual leave accrual, and pension credits. Prior service credits restored are applicable only to pension credit.
- (b) Departmental Seniority. Date employee joined his current department adjusted for time without pay.
- (c) Classification Seniority. The date Employee was permanently appointed to his present job classification adjusted for time without pay. Classification seniority shall be used for vacation pick and probationary status.

- (d) Ties. Where two or more persons are appointed or promoted on the same date, relative seniority shall be determined by the relative standing on the eligible list from which certified. Ties still existing shall be resolved in favor of the eligible having the highest written examination and/or assessment center score. Ties still existing shall be resolved in favor of the eligible having the highest composite score including the written and/or assessment center and the oral examination score. Ties still existing for original appointees shall be resolved by time of filing the application for the classification in which appointed. In the case of promoted employees, such employees shall have relative seniority in accordance with their original date of employment in the department in which they were promoted, as by the Personnel Department. Insofar as possible to determine, such original date of employment of promoted employees shall be the date of the beginning of continuous service as adjusted in accordance with the procedure outlined in these rules.
- (e) General. Except for those instances specifically noted otherwise, seniority for purposes of this Agreement shall be classification seniority.

Section 2. Computation. Seniority dates shall be computed on the basis of straight time hours paid. If an Employee is paid for less than the number of hours in a normal payroll period, said Employee's seniority date, for all purposes, shall be adjusted by 1.4 days for each regularly scheduled work day in the payroll period for which the Employee did not receive pay and pro-rata for each portion thereof. Any fraction left over after the pro-rata computation will be dropped from the adjustment. The City reserves the right to translate dates to service credits with no loss to the Employee at any time during the effective dates of this contract.

Section 3. 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 the 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 inability to give such notice.

Section 4. Seniority of Stewards. Notwithstanding their position on the seniority list, the stewards including chief steward and alternate chief steward, in the event of a layoff, shall be continued to work as long as there are jobs in the bargaining unit which they can perform and shall be recalled to work in the event of a layoff to the first open job in his department which they can perform. Stewards shall be permanent Employees and shall have completed their probationary period in their current position. The provisions pertaining to super seniority shall not apply to changes made subsequent to the date a notice of layoff is issued.

Section 5. New Position. In the event of a newly created position in this bargaining unit, Employees in the same rank may request transfer on the basis of qualifications, experience and seniority. In all such cases, the newly created position shall be posted at least seven (7) calendar days prior to the selection to fill such newly created position. All persons requesting transfer under these conditions shall be given due consideration by the Chief of Police. Transfers under this section shall not be made for purposes of reprimand. A newly created position is to be defined as a position heretofore not in existence.

## ARTICLE 12 - 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 with 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 Sergeant 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 a 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 to "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 has 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 3(c) of the "Seniority" Article, failure to report to work within five (6) days will be considered a voluntary quit.

Section 4. Definition. The Department may lay off a permanent employee when it deems it necessary, by reason of shortage of work or funds, the abolition of the position, material change in the departmental organization, or for other related reasons which are outside the Department's control and which do not reflect discredit upon the services of the employee. The duties performed by any employee laid off may be reassigned within reason to other employees already working who hold positions in appropriate classes.

### ARTICLE 13 - VETERANS RIGHTS AND BENEFITS

Section 1. An employee 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 laws 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 (MCLA 35.351, MSA 4.1486).

Section 2. 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 period of payment shall not exceed 120 working hours 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 and is subject to the Grievance Procedure. 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.

Section 3. An Employee may, 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. 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 equal to the actuarial present value as of the date of the buy-back of the person payable by the retirement system attributable to the prior military service.

Said contribution shall be made on one installment, payable not later than ninety (90) calendar days from the date that the employee receives notice of the amount due, and in no case later than the employee's effective retirement date. 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.

#### **ARTICLE 14 - SICK LEAVE**

**Section 1.** **Accrual.** Sick leave benefits shall be earned and accrued by employee 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 his 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.

Where a difference of opinion exists between the City's physician and the Employee's private physician as to the ability of the employee to satisfactorily perform his/her assigned duties, a third independent opinion will be obtained from a physician chosen by the Employee's doctor and the City's physician. If the third physician cannot be mutually agreed upon within five (5)

working days of a written request for same, a doctor shall be chosen by Medical Evaluation Specialists or similar institution, within ten (10) working days of the written request to the Corporation. Failure to act within the aforementioned time limits will not invalidate the third independent doctor's decision. The cost will be shared equally between the City and the employee. The opinion of this physician shall be final and shall not be subject to the Grievance Procedure.

Charges against accumulated sick leave shall be made only for the 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 department at the earliest possible opportunity. 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 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 payments in excess of his normal wage based on an eight (8) hour day or forty (40) hour workweek.

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.

In accordance with the provisions 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. Injuries or Illnesses During the Course of Employment. Whenever an employee is injured or becomes ill as a result of his employment with the City and such illness is found compensable by the Bureau of Workers' 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 4. Retirement.

- (a) Any Employee who was hired before January 1, 1978 and who is a member of this bargaining unit, and who retires from the City of Flint as provided in the Retirement Ordinance shall be compensated for all hours up to 480 hours in cash for any accumulated unused sick leave plus one-half for each hour of unused sick leave in excess of 480 hours. The one-half pay for each hour of unused sick leave between 480 and 960 hours 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.
- (b) For any employee hired after January 1, 1978, said sick leave shall be paid after the employee retires (within sixty (60)days) and shall not be included as part of the employee's final average compensation for purpose of computing retirement benefits.
- (c) Employees hired after July 1, 1988, and who retire from the City of Flint an provided in the Retirement Ordinance shall be compensated for one-half pay for each hour of unused sick leave time.

Section 5. Death. In the event of the employees death, unused accumulated sick leave time shall be paid to that 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 employees 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 6. 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 the challenge.

**ARTICLE 15 - WORK SCHEDULE AND OVERTIME**

Section 1. Regular Schedule. All members shall have a regular work schedule consisting of eight (8) consecutive hours in any 24-hour period except during shift changes, to include relief assignments. Any exceptions to the above provisions shall be negotiated.

Section 2.

- (a) Regular Pay Periods. The normal pay period shall include the first scheduled full shift which begins after 12:01 a.m. Sunday and shall run to include the last shift scheduled to begin prior to midnight the second following Saturday. Such period is for two (2) weeks duration or eighty (80) hours.



- (b) Pay Days. The pay days shall be alternating Thursdays. Employees shall be paid an near to 2:00 p.m. as possible. When a recognized legal holiday falls on a regular pay day, the pay day will be one day earlier. The pay period shall cover the two (2) weeks prior to the Sunday preceding the payday. Advance checks will be granted according to the rules and regulations as issued by the Director of Finance and currently in effect.

Section 3. Overtime and Overtime Pay.

- (a) Definition of Overtime. An Employee who works in excess of his regular number of work hours in his normal work day (as outlined in this Agreement), and anytime where he works in excess of eighty (80) hours during a pay period, shall be paid overtime premium pay. For the purpose of computing overtime hours, time spent on leave with pay shall be counted as time worked. All overtime shall be computed at shift premium rate.
- (b) Overtime Pay. Except as provided elsewhere in this Agreement, compensation for overtime shall be computed at one and one-half (1-1/2) times the regular hourly rate of pay for all overtime worked. Premium payments are not to be duplicated, i.e., overtime and holiday premium pay shall not be paid for the same hours worked.
- (c) 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. Call Back. Whenever an Employee is called back to works he shall be paid 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 top or in fact would degrade his 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.

Section 6. Scheduled Overtime. Scheduled overtime, excluding overtime unique to the assignment or requiring specialized training skills, in to be equalized an such an possible within the respective bureaus. Scheduled overtime is overtime scheduled by the City more than 48 hours before the overtime is worked and does not include investigations assigned to a squad or individual investigator, including delivering subpoenas. Equalized overtime shall not apply to Special Operations.

Further, before a Patrol Section/Area Sergeant is ordered to work scheduled overtime, the overtime will be offered to the Criminal Investigation Division (excluding the Special Operations



Section). If scheduled overtime is offered and not worked, the employee will be charged with the overtime as if worked. If there are no volunteers for scheduled overtime, the low seniority employee in the section/area involved (excluding those on leaves, etc.), will be ordered to work.

Section 7. 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.

## **ARTICLE 16 - LEAVES OF ABSENCE**

Section 1. Educational Leave.

An Employee with at least one (1) year service credit may be granted a leave of absence for a full-time educational program, as defined by the institution the employee is attending. 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. The Chief of Police's decision concerning relatedness shall not be arbitrary or capricious.

The employee requesting educational leave, upon indicating an intention to return to duty with the City of Flint at the expiration of the requested leave, may be granted leave for a period up to 26-pay periods. An employee on educational leave may apply for reinstatement to the service prior to the expiration of said leave. Providing that the employee is immediately available upon the expiration of said leave to assume the position and subject to the other terms of this Agreement, the employee shall be placed in a position within the classification from which he vacated for the leave. An employee who obtains career 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.

Section 2. Health Leave. An employee with at least one (1) year 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 78 consecutive pay periods.

A written request for such leave must be submitted five (5) days prior to the expiration of unused sick leave or within five (5) days from the date the absence began, whichever is later. Requests for extensions must be submitted at least two (2) weeks prior to the expiration of the

leave, together with a physician's statement certifying the employee's inability to perform his/her assigned duties.

Employees applying for reinstatement shall do so in writing, indicating their intent to return to work accompanied by a written statement from a physician selected by the City.

Employees applying for reinstatement and released to go to work prior to the expiration of 26 consecutive pay periods shall be returned to work in the Sergeant Classification in line with their seniority.

Employees applying for reinstatement after 26 consecutive pay periods, but prior to the expiration of 52 consecutive pay periods, shall be placed at the top of the eligibility list to fill the first open position of any classification he/she previously held. If no position becomes available prior to the expiration of 78 consecutive pay periods, the employee's name shall be removed from the eligibility list and the employee shall be considered as having voluntarily quit.

The City reserves the right to require an employee to take a health leave of absence pursuant to this Section at any time if the City's physician finds the employee is unable to satisfactorily perform his or her assigned duties for medical or health reasons as shown by medical evidence.

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

Section 3. Funeral Leave. An Employee shall be granted a maximum of three days leave with pay due to death in the immediate family. Immediate family shall be defined to include parents, parents of a current spouse, spouse, children, brothers, sisters, sisters-in-law, brothers-in-law, grandparents, 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 day leave with pay for the purpose of attending funerals of other close relatives.

Section 4. Personal Leave. A permanent Employee, defined as one who has satisfactorily completed the required probationary period, may be granted a personal leave of absence, without

pay, for a period not to exceed twenty-six (26) pay periods. Provided, such leave will not interfere with the efficient operation of the department.

Section 5. An Employee who has completed the probationary period and is elected to a full-time public or Union office will be granted a leave of absence without pay or benefits for a period of one year, or the term of office, whichever is greater, provided that the department determines such leave will not interfere with the efficient operation of the department.

## ARTICLE 17 - HOLIDAYS

Section 1. Holiday Observances. The following days shall be designated as holidays:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Eve
Easter Sunday	Christmas Day
Martin Luther King Day	
[Federally observed day]	

Except in the following situations, 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 any annual leave time.

An Employee who does not work on his last scheduled working day prior to the holiday or his next scheduled working day after the holiday, and has not had his absence excused, shall not be paid eight (8) hours annual time for said holiday and shall forfeit eight (8) hours from his accumulated annual leave time.

In the event an Employee is scheduled and/or required to work on a holiday, such Employee shall be compensated at the rate of time and one-half for all hours worked.

Effective the beginning of the first pay period on or after ratification, employees who are required to work unscheduled overtime on a holiday shall be compensated at the rate of double time for all hours worked.

Section 3. Duplication of Holiday Benefits. If an 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 18 - INJURIES OR ILLNESS DURING THE COURSE OF EMPLOYMENT**

Section 1. Initial Report, Treatment and Examinations. Each Employee involved in any accident, injury, or illness in the course of his work, whether or not involving vehicle operation, shall promptly and completely report the details thereof to the City. When required by his supervisor, the Employee shall make out an accident or illness report which shall include accurate, complete, and unbiased information fully describing the accident or illness, persons, and/or vehicles involved, their insurers (if known), names and addresses of witnesses and all other information required by the City. All injuries or illnesses sustained by any Employee in the course of his work will, when the City so designates, be subject to examination and/or treatment by, or under the supervision of a City-appointed physicians provided the City pays the cost of such examinations and treatments.

Section 2. Availability of Supplemental Payments. An initial determination shall be made by the City Safety Coordinator as to whether or not the Employee sustained a compensable injury or illness within the meaning of the State of Michigan's Workers' Compensation Statute. If the Safety Coordinator determines that an injury or illness within the meaning of the Workers' Compensation Statute was sustained, the Chief shall order that supplemental pay as provided in this Article be paid. If the Safety Coordinator determines that an injury or illness within the meaning of the Workers' Compensation Statute was not sustained, the Employee may appeal to the Bureau of Workers' Compensation for a ruling.

No supplemental pay will be paid until a final, unappealable order has been issued. When a final, unappealable order has been issued allowing a claim which had previously been disallowed, the City shall pay all back due and owing supplemental payments to the Employee.

Should the Employee fail to follow any of the provisions of this Article, including failure to report the injury or illness within fourteen (14) calendar days of its occurrence, such Employee will forfeit all benefits under this Article.

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 Workers' 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 Workers' 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 Workers' Compensation benefits for which he is eligible.

Where a difference of 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 working days of a written request for same, a doctor shall be chosen by the Medical Evaluation Specialists or similar institution within 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 opinion of this physician shall be final and shall not be subject to the grievance procedure.

## ARTICLE 19 - 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 pay in a payroll period but less than seventy-two (72) hours, the Employee shall accrue one-half (1/2) the amount shown in 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:



Years of City Seniority	Hours Accrued Per Payroll Period	Maximum Accumulated Hours	For Employees Hired After 1/1/78 Maximum Accumulated Hours
Less than 6	7.1	427	258
6 thru 10	8.6	544	336
11 thru 15	10.2	668.8	419.2
16 & 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 compensable by the Bureau of Workers' 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 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 employment shall be considered for the purpose of accrual of annual leave as having been 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 Employees have 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. 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 retired 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 the challenge.

Section 3. Vacation Schedule. Vacation schedules, whereby Employees with accrued annual leave days say be afforded an opportunity to take and use such accrued annual leave days, shall be developed by the Department Head in accordance with the following provisions:

The calendar year shall be divided into segments equal to pay periods. All pay periods falling within, and including, the first pay period starting in the month of May and the last pay period starting in the month of September, shall be known as the "Summer Vacation Period." The remaining pay periods of the calendar year shall comprise the "Winter Vacation Period."

Employees shall be provided an opportunity to take and use any portion of their accrued annual leave days for the purpose of taking one "summer vacation" and again for the purpose of taking one "winter vacation."

All requests for summer vacation and again for winter vacation shall be granted by the department head on the basis of seniority (as outlined elsewhere in this Agreement) of the Employees assigned to any of the various work groups within the department. For the purposes of this Agreement, a work group shall be any group of Employees assigned to a common shift, section, squad, unit, etc., (such as 1st Shift Patrol, 2nd Shift Traffic, Homicide Squad, etc.), such work groups to be determined and designated as such by the department head; provided, however, that such determination and designation shall not be made whereby any Employee will be denied an opportunity to take and use his annual leave days, as provided in this Agreement.

Employees shall be allowed to pick, in accordance with the provisions outlined above, the particular pay period in which to take their summer and winter vacations. Such picking of vacation periods shall be done in the two (2) week period immediately preceding the end of the summer vacation period. Any Employee not prepared when this turn comes to so pick the particular pay period of his preference in which to take his summer or winter vacation, shall be passed over until all other members within his work group have picked, regardless of his seniority status.

Summer and winter vacations shall be restricted in length to one (1) pay period; however, nothing shall prohibit an Employee from taking additional annual leave days in an adjacent pay period where all other Employees have been allowed to pick their summer or winter vacation time and the particular adjacent pay period desired has not been filled, as outlined below, by the limited number of Employees allowed to be absent on leave during that time.

The number of Employees from any work group allowed to be absent on annual leave during any particular pay period shall be determined by the department head; provided, however, that such determination shall not be made whereby any Employee will be denied an opportunity to

take and use his annual leave days, or any other leave days, as provided in this Agreement. Such determination shall be so made and established and brought to the attention of the Employees of the various work groups at the time of picking of a summer and winter vacations, and such limited number shall be maintained during the course of the particular vacation schedule concerned.

Except for the annual leave days taken for summer and winter vacations as outlined above, all other requests to take and use annual leave days, if granted, shall be granted by the Chief of Police on a first come, first served basis. Such other requests shall not be denied except for cause.

Annual leave may be canceled by the Chief of Police in any situation deemed by him to be an emergency, or upon the request of the Employee.

#### **ARTICLE 20 - BULLETIN BOARD**

The Employer will provide a bulletin board in the Police building which may be used by the Union for posting notices, including but not limited to notices of the following types:

- (a) Notices of recreational and social events.
- (b) Notices of Union elections.
- (c) Notices of results of Union elections.
- (d) Notices of Union meetings.
- (e) Miscellaneous items placed on the board by Employees such as "For Sale" notices.
- (f) No material shall be demeaning.

#### **ARTICLE 21 - TRAINING ASSIGNMENTS**

The Employer and the Union recognize the value of on-the-job training. Such training is to be encouraged. Whenever possible, training assignments will be made on the basis of qualifications, ability and seniority. The Union recognizes that there may be specific assignments requiring the selection of an Employee outside of the criteria outlined above. Because of such specific circumstances, the Chief may select that individual for such training and/or schooling. During any training assignment, the Employee being trained will also be supervised by a qualified employer and/or instructor. Under such supervision, the Employee being trained will continue to receive his current rate of pay and benefits.

## ARTICLE 22 - SAFETY COMMITTEE

The Sergeant's unit shall have a representative of their choosing on the Police Safety Committee.

## ARTICLE 23 - HOSPITALIZATION INSURANCE

Section 1. For all Employees in the bargaining unit on October 23, 1989, and all Employees going into the bargaining unit thereafter, or retiring from the unit thereafter, change Major Medical to \$100 per person, \$200 per family deductible with an 80/20 co-pay, and change prescription drug to \$5.

Section 2. Effective sixty (60) days following ratification, the existing PPO shall be changed to the Blue Cross/Blue Shield CMM PPO with \$100/\$200 deductible, and an 80/20 co-pay with \$5 preferred prescription drug and:

- (a) The traditional Blue Cross/Blue Shield shall be changed to MVF-1 with \$5 preferred drug and \$150/\$300 deductible on Master Medical. In addition, the amount being paid by the City for the traditional plan shall be reduced by \$50 per month, with employees who take the traditional insurance being required to pay \$50 per month toward the cost of said insurance. A payroll deduction shall be authorized by employees taking the traditional insurance.
- (b) The HMO coverage shall be modified to provide a \$5 drug co-payment and a \$10 doctor office visit charge.

Section 3. Such insurance shall begin per terms of the "New Hire Agreement" as entered into and amended between the City of Flint and Michigan Blue Cross/Blue Shield. The coverage shall be discontinued on the day the Employee's 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.

Section 4. Eligible Employees shall have the option of maintaining Blue Cross/Blue Shield coverage then in effect 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 cost by payroll deduction.

Section 5. The City will pay to eligible Employees, under the conditions herein set forth, an annual amount in lieu of insurance coverage. The first payment, to be made on or before December 15th, shall be for the twelve (12) billing periods immediately prior to December 1st. The payment shall be made as an adjustment to a regular paycheck, and only those Employees

who are entitled to a regular paycheck the first payday in December shall be entitled to the payment in lieu of insurance coverage. An Employee shall be entitled to a regular paycheck if the Employee has not quit, resigned or been discharged on the date the check is paid (i.e., the date shown on the check). For example, an Employee who is on approved leave of absence, suspension, layoff or WO will be determined to be "on the payroll" for the purpose of payment in lieu of insurance coverage. If an otherwise eligible Employee is not at work on the date the check is paid, the check shall be sent to the Employee's last-known address. If the check is returned to the City, the Employee must claim the check from the City within sixty (60) days or the check shall be voided, and the Employee shall forfeit any right to payment in lieu of insurance coverage for that period. In case of Employees who retire, the Employee will be sent his check, provided such amount shall be computed in the Employee's final average pay.

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 \$100.00 per billing period for any billing period during which hospitalization insurance was not provided for said Employee at City expense. Any election by an employee not to be covered by such hospitalization benefits must be in writing, is to be renewed annually, and is conditioned upon the employee demonstrating hospitalization benefit coverage from another source. Any employee who has elected not to be covered and who loses their alternate hospitalization benefit coverage shall be afforded the opportunity to immediately enroll in the City's health care benefit program upon written application and demonstration of termination of alternate benefits.

#### **ARTICLE 24 - DENTAL AND OPTICAL BENEFITS**

Section 1. 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.

Section 2. Optical. For the life of this agreements the Employer shall provide regular full time permanent Employees optical benefits subject to the terms and conditions provided in the agreement with the carrier.



In general, this benefit will provide optical examinations, lenses and frames every 24 months for the Employee and dependents; full coverage for necessary contact lenses, \$80.00 cosmetic contact lens allowance; with deductibles of \$0 for exams and \$10.00 for materials; and, set pre-deductible allowances for non-panel providers.

Section 3. Dental and Optical Benefits. 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 26, Insurance Coverage. Coverage shall become effective on the first day of the month following the Employee's obtaining six consecutive months of employment with the City, or as provided in a new agreement. Coverage shall be discontinued on the day the Employee's 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 25 - LIFE INSURANCE

The Employer agrees that, for the duration of this Agreement, it will pay the premiums to furnish group life insurance and accidental death and dismemberment insurance for full-time Employees in the amount of Twenty-Five Thousand (\$25,000.00) Dollars.

This insurance coverage will begin the first day of the month following the Employee's obtaining six (6) 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, such insurance coverage will be continued for an Employee who is on an approved leave of absence without pay for a period up to six months. Provided, further, that if the Employee is discharged and the discharge is ultimately reversed, the Employer will be liable for any life insurance benefits that would have been otherwise due.

Forms will be made available to Employees by the Employer 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.

Notwithstanding the provisions contained within the article on life insurance, during the term of this Agreement, the Employer 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 Employer investigate the financial soundness of the insurance carrier prior to contracting with said carrier.

### ARTICLE 26 - INSURANCE COVERAGE

Insurance benefits shall be subject to the terms and conditions specified in the Employer'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 Employer, by payment of the premium required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefits provided by the insurance coverage.

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 Employer or the Union, 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 27 - CLOTHING ALLOWANCE

All Sergeants required to wear civilian clothing shall receive \$420 clothing allowance per annum to be paid in equal quarterly installments subsequent to the quarter earned. Effective July 1, 1995, said clothing allowance shall be increased by \$25 per quarter.

### ARTICLE 28 - RETIREMENT

Section 1. An Employee shall be allowed to retire voluntarily with pension benefits at twenty-three years of credited service. Said Employee's pension payments will be figured on the average of the highest annual compensation paid said Employee during any period of three years of his credited service contained within his five years of credited service immediately preceding the date his employment with the City last terminates. The multiplier will be 2.4% per year. Effective January 1, 1995, the multiplier shall be increased from 2.4% to 2.5% (and anyone who retired from the bargaining unit from July 1, 1992 through December 31, 1994, shall have their pension recalculated using the higher multiplier). Effective for anyone hired on or after July 1, 1994, the normal years of service and age for a normal pension shall be 25 years of service and at least age 50. The City on a one-time only basis, agrees to reinstate the 20-year retirement window for the period July 1, 1995 through January 31, 1996.

Section 2. Employment after 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 the last paragraph of Section 4 of Article 18, Injuries or Illness During the Course of Employment.

Section 3. An Employee who retires with pension benefits shall receive Blue Cross/Blue Shield for himself/herself and his/her dependent: Medical & Hospitalization Insurance, MVF-II with prescription rider (\$3.00 generic co-pay) and Master Medical, including mandatory second opinion surgery and prevent, except that when said Employee reaches age 65, the Employee shall receive Blue Cross/Blue Shield Complimentary Coverage, Age 65. Effective October 23, 1989, the major medical deductible shall be \$100 per person, \$200 per family, with an 80/20 co-pay, the drug co-pay will be increased to \$5 when available.

If a retired Employee who was receiving pension benefits and Blue Cross/Blue Shield dies leaving a surviving spouse, the surviving spouse shall receive Blue Cross/Blue Shield Medical and Hospitalization Insurance, MVF-II with prescription rider (\$3.00 co-pay) and Master Medical except that when said surviving spouse reaches age 65, the surviving Spouse shall

receive Blue Cross/Blue Shield Complimentary Coverage, Age 65. Effective October 23, 1989, the major medical deductible shall be \$100 per person, \$200 per family, with an 80/20 co-pay. the drug co-pay will be increased to \$5 when available.

For Employees retiring on or after sixty (60) days following ratification, health insurance shall be as set forth in Article 23, Section 2, provided the retiree shall only be obligated to pay the applicable monthly employee cost until the employee has a total of 30 years of service with the City. For purposes of this provision only, years of service shall include years of service as an employee and years of service covered under the retiree health insurance as a retiree

Section 4. An Employee may take a deferred retirement after completion of 15 years of credited service. Such deferred retirement shall be paid in accordance with Section 3525 of the City of Flint Ordinance Number 2496, as amended May 19, 1975, effective May 26, 1975.

Section 5. An Employee who retires without the 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 6. Annuity Withdrawal Option. Within thirty (30) days following permanent appointment to the rank of Police Sergeant, a Police Sergeant 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., one per cent per annum, compounded annually.

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

Section 7. Pop-Up. Employees at the time of retirement, and at such time only, may elect Pension Options "B" Joint and Survivor Pension and Option "C" Modified Joint and Survivor Pension on 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 to be effective the month following the divorce or death. Provided, however, the actuarial table used in calculating said Option B and C with pop-up shall be such that there shall be no increased cost to the City or the retirement system.

Section 8. 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.

Section 9. The Employee's contribution to the retirement system shall be 4.5% of the compensation paid him by the City.

Section 10. The City, on a one-time only basis, agrees to reinstate the 20-year retirement window for the period July 1, 1995 through January 31, 1996.

### **ARTICLE 29 - SHIFT PREFERENCE**

While the assignment of personnel to the various bureaus, divisions and sections of the Police Department is a managerial responsibility, the City will continue the practice of offering shift selection, based on seniority, subject to the best interests of the department, within Patrol, Traffic and Foot Patrol sections/areas, respectively. Such shift preferences shall take place at least twice a year and the City will endeavor to have such shift preference exercised at the same time for each of the three respective sections/areas.

Subject to departmental needs, assignments within the bargaining unit which requires a change in shift, bureau or day off pattern will be made fourteen (14) calendar days in advance.

In the event shift preference is denied, the Union shall have the burden of showing the City was arbitrary and/or capricious.

In the event a Sergeant is reassigned from Detective to Patrol Section (excluding voluntary requests), the Sergeant shall be allowed to exercise shift preference at the time of transfer.

### **ARTICLE 30 - RESIDENCY**

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

### **ARTICLE 31 - EQUIPMENT**

Section 1. The City and the Union agree that the tagging system presently in place governing the repair of apparently defective equipment shall continue as per past practice.



Section 2. The Employer agrees to furnish all equipment necessary to perform duties assigned the classifications and to keep same in safe operating condition.

### ARTICLE 32 - WAGES

Section 1. The wages of Employees covered by this Agreement are set forth in "Appendix A" which is attached to and incorporated in this Agreement.

Changes in rate of pay which are scheduled to take effect during the first week of a pay period shall be paid as if earned at the beginning of the pay period. Changes in rate of pay which are scheduled to take effect during the second week of a pay period shall be paid as if earned beginning the following pay period.

### ARTICLE 33 - 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 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 34 - COURT TIME

For the time spent in any legal proceeding by an Employee during his off-duty hours, providing said proceeding is the result of, or arises from, the performance of such Employee's duties as a police officer, the Employee shall be compensated at time and one-half (1-1/2) his normal rate of pay for a minimum of three (3) hours. For purposes of this Article, "normal rate of pay" shall include shift premium and a legal proceeding shall be defined as time spent in Federal or State Court (including liquor hearings, parole hearings, and depositions) by Employees under subpoena as a result of their employment during an Employee's off-duty hours.

All canceled court cases will be placed on roll call and/or verbally conveyed to the Employee. It is the Employee's obligation to determine if his name is on the roll call. If said Employee's name is not on the roll call, it is the Employer's obligation to verbally convey to the Employee the notice of cancellation. If the cancellation is not placed on the roll call or verbally conveyed to the Employee by 6:00 P.M. the day before the court case is scheduled, the Employee will be paid three (3) hours at time and one-half (1-1/2) the Employee's normal rate of Pay

When an Employee is required to attend a legal proceeding during a regularly scheduled work day, he will be compensated at straight time; however, any Employee called to appear at any legal proceeding immediately prior to or immediately subsequent to a normal work shift shall



be paid at time and one-half (1-12) his normal rate of pay for the time actually worked before or after the Employee's scheduled work shift. Off-duty hours, for the purpose of this Section shall not include those hours from 8:00 A.M. to 4:00 P.M. Monday through Friday when an Employee is on sick or injury leave.

All subpoena fees received by the Employee shall be submitted to the City; mileage fees received by the Employee shall be submitted to the City whenever transportation has been furnished by the City. It is understood that the above provisions do not apply where the Employee is called by the Union as a witness in a legal proceeding against the City or where the Employee is an adverse party in interest to the City.

### **ARTICLE 35 - PERSONAL PROPERTY REIMBURSEMENT**

Employee claims for personal property damage 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 \$250.00 per item. It is understood that this Article will be administered as follows:

- (a) Employee will not be reimbursed for damage due to his or her own negligence.
- (b) Damage to cosmetic jewelry will not be reimbursed.
- (c) Employees will be reimbursed for watches and bands of Caravelle or Timex quality only. Expensive watches should not be worn for hazardous duty.
- (d) Repairs to or replacement of glasses limited to safety glasses.
- (e) All reimbursements will be subject to pro-rata depreciation.

### **ARTICLE 36 - MAINTENANCE OF BENEFITS**

Except for specific provisions made elsewhere in this Agreement, benefits and equipment will be maintained during the term of this Agreement at no less than the current minimum standard in effect.

### **ARTICLE 37 - 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, it being understood that Employees, as a condition of continued employment are obligated to maintain a telephone at their residence at their own expense. 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. 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 38 - 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) 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, 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 shall be responsible for the privacy of such files. It is understood by both parties that the City Administrator may review the Police files.

### **ARTICLE 39 - GENERAL**

Section 1. 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 examination. Any dispute arising out of such examination shall be subject to medical arbitration as provided for in the Article entitled "Injuries and Illnesses During the Course of Employment."

Section 2. Employees shall comply with all applicable Departmental rules and regulations as well as applicable laws.

### **ARTICLE 40 - WEAPONS PROFICIENCY**

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 \$400.00. 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 Sergeant 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 separate check and not considered compensation under the Retirement Ordinance).

#### **ARTICLE 41 - SEPARABILITY AND SAVINGS CLAUSE**

If any Article, Section or Appendix of this Agreement shall be invalid by operation of law or held invalid by any tribunal or court of competent jurisdiction, or if compliance with any Article, Section or Appendix shall be restrained by any such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article, Section, or Appendix to persons or circumstances other than those which it is invalid, or has been held invalid or compliance with has been restrained, shall not be affected thereby.

In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

#### **ARTICLE 42 - SCOPE OF AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

#### **ARTICLE 43 - SUSPENSION OF NON-ESSENTIAL SERVICES**

In the event the Mayor suspends nonessential City services (due to severe weather), Employees engaged in essential services and scheduled to work shall be compensated in the following manner:

1. Employees scheduled to work, who report for work and work their entire shift, shall be paid eight (8) hours pay and shall have the option of receiving eight (8) additional hours pay (at straight time rates) or credit for eight (8) hours of earned annual leave.

2. Employees who are scheduled to work and who have their absence authorized prior to or within one-half (1/2) hour of the start of their regular shift as either sick leave or annual leave during such period, shall have said absence charged to accrued sick or annual leave.
3. Employees who are scheduled to work and who are unable to report for work due to conditions directly related to those necessitating the suspension of nonessential services and beyond their control, if approved by the Shift Commander, shall be compensated for six (6) hours, at straight time rates, and may have the remaining two (2) hours required to complete payment for a full shift, charged to accrued annual leave. If the absence is not approved by the Shift Commander, said Employee may have the entire period of such absence charged to his accrued annual leave.
4. Employees who are not scheduled to work and who are called in to work, shall be paid in accordance with the call in provisions of this Agreement for all hours worked and shall be credited with an equal number of hours of earned annual leave.
5. Employees who are not scheduled to work, and who do not work during such period, shall receive no benefit hereunder.

The period covered by this Article shall be defined as commencing at such time as the Mayor shall suspend nonessential services and continue until normal operations are restored.

Premium payments are not to be duplicated, such as, but not limited to, overtime and holiday premium pay shall not be paid for the same hours worked.

#### **ARTICLE 44 - NEW RULES**

The City shall have the right to establish, change, amend and enforce reasonable rules for Employees to follow; provided, however, all new or amended departmental rules will be posted five (5) working days prior to their effective date except in cases of emergencies determined by the Chief of Police.

#### **ARTICLE 45 - EMPLOYEE DEATH**

For the purpose of this Agreement, all pay, allowance 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 46 - PROMOTIONS**

Section 1. Promotional eligibility lists for lieutenants shall have a duration of 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 § 1608, et seq.

Section 3. 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 § 1608, future selection procedures shall be construed to minimize or eliminate adverse racial impact.

Section 4. Promotional lists shall be developed on the basis of the test scores. Candidates for promotion shall be selected from among the top three (3) persons appearing on the then current eligible list.

#### **ARTICLE 47 - TUITION REIMBURSEMENT PROGRAM**

Section 1. Amount. The Employer will reimburse an Employee for 50% of his/her tuition expenses up to \$250.00 per fiscal year provided:

- (a) The Employee agrees, in writing, to remain a full time Employee for a period of one (1) year following the completion of the course and likewise agrees that if he leaves the City's employ before the expiration of the one (1) year period, he will have deducted from his final pay an amount equal to one-twelfth (1/12) of the previous year's tuition reimbursement for each month or portion thereof lacking the one (1) year requirements, and
- (b) The Employee satisfactorily completes each course.
- (c) Reimbursement for said tuition expenses in the Department under this Article shall not exceed the sum of \$1,500.00 in any one fiscal year.

Section 2. Procedure. The Employee must submit in advance of commencing the course or courses a letter of application for tuition reimbursement to the Chief of Police. The letter of application shall list the course or courses to be taken by course title and number, a brief description of the course content, the name of the educational institution, location of the course offering dates, times and costs thereof. After completion of the courses, the Employee must submit proof that he has satisfactorily completed the course and has expended the amount of tuition submitted in the application for tuition.

Satisfactory completion is a "C" or better in undergraduate work and a "B" or better in graduate.

Section 3. General. The courses must be approved by the Chief of Police as being such courses as would aid the Employee in the practice and performance of the Employee's services



to the Employer and would contribute to his professional growth and must be with an accredited college or university or community college.

Courses shall be taken during an educational leave of absence or on the Employee's off-duty time provided, however, that courses may be taken during duty hours contingent, upon approval of the Chief. Hours lost under these circumstances shall be made up by the Employee or may be deducted from the Employee's accrued annual leave.

**ARTICLE 48 - DURATION**

This Agreement shall be effective from January 23, 1995 through June 30, 1996, and shall continue thereafter for successive periods of one (1) year, unless either party shall least ninety (90) days prior to June 30, 1996, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement. A notice 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 for amendment have been disposed of or withdrawn prior to the expiration date.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement on the date herein written. Dated at Flint, Michigan, this \_\_\_\_ day of \_\_\_\_\_, 1997.

FOR THE CITY:

FOR THE UNION:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

J:\FBS\WP\0852.101

**LETTER OF UNDERSTANDING**

The following shall serve to confirm our discussions during the negotiations for the 1986-89 collective bargaining agreement relative to the subject of court time for retired officers.

It is agreed that retired officers who are required by the City to return to testify in pending cases shall be paid a stipend equivalent to the straight time rate with the understanding that such stipend shall not be computed in FAC or considered compensation under the relevant ordinances.

**FOR THE CITY:**

**FOR THE UNION:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

**LETTER OF UNDERSTANDING**

The following shall serve to confirm our discussions during the negotiations for the 1986-89 collective bargaining agreement relative to the subject of retirees' health insurance.

It is agreed that the City shall not provide retiree hospitalization if another employer-paid health plan 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.

In applying the above provision, the other "employer-paid health plan" must be comparable to the Flint plan then in effect for the Employee at time of retirement.

**FOR THE CITY:**

**FOR THE UNION:**

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\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

**LETTER OF UNDERSTANDING**

The following shall serve to confirm our discussion during the negotiations for the 1986-89 collective bargaining agreement relative to the subject of the transfer of stewards.

Under normal circumstances, it is not the intent of the department to transfer a steward from his shift if the result is to leave the shift without representation. This shall not, however, preclude the City from transferring a steward for cause or to meet a demonstrated need.

FOR THE CITY:

FOR THE UNION:

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\_\_\_\_\_

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\_\_\_\_\_

Dated: \_\_\_\_\_

## 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, compiled from the date of hire.

Said contribution shall be made on one installment, payable not later than five years from the 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 services 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 5 year period provided above, but in no event later than the 30 days following the employee's retirement. Interest shall accrue at a rate of  $\frac{3}{4}$  of 1% per month, and shall be compounded annually on the amount due. On a onetime 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 April 23, 1995. (Specific date 90 calendar days from reaching agreement.)
3. Failure of an employee to timely exercise this option (pursuant to this letter of understanding) shall prohibit the employee from buying military credit under this letter 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 resolved through the Grievance Procedure, Article 9 though it were part of the Collective Bargaining Agreement.

FOR THE CITY:

FOR THE UNION:

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\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

LETTER OF UNDERSTANDING

1. The verbally initiated grievance by the POLC (Flint Police Sergeants' Association) is withdrawn.
2. Members may accumulate up to 240 hours in overtime bank, which will be earned at 1.5 times the member's pay rate pursuant to the Fair Labor Standards Act. Upon retirement, up to 180 hours may be cashed in at the member's then current pay rate and shall be part of the final average compensation for pension computation purposes. Any hours remaining in the overtime bank above 180 must be used prior to retirement.
3. All overtime traditionally paid in cash will continue to be paid in cash except members may, at their option, elect to take compensatory time (up to maximum of 240 hours).
4. All overtime hours worked, whether paid in cash or compensatory, shall be charged on the master overtime equalization chart according to the FPSA contract.
5. If the department announces any overtime opportunity as being paid only by compensatory time and an insufficient number of volunteers sign up for the overtime opportunity, the department may either cancel the vacant overtime slots or open those slots to overtime paid in cash.
6. The use of compensatory time shall fall under the same contractual guidelines and departmental policies regarding annual time usage.
7. The pay period for the purpose of Fair Labor Standard Act computation is 28 days.
8. Members may cash in a total of up to 180 hours only once during their career.
9. This agreement shall take effect in the first pay period following ratification, provided that for employees active on the date of ratification, any comp time accumulated on or after July 1, 1994 shall be retroactively included within the terms of this comp time agreement. Either party may, at their option, terminate this agreement by giving written notice to the other party no later than June 30, 1996.

FOR THE CITY:

FOR THE UNION:

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\_\_\_\_\_

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\_\_\_\_\_

Dated: \_\_\_\_\_

**LETTER OF UNDERSTANDING**

The pension recalculation in Paragraph 8 of the Settlement Agreement shall also be based on an assumption that the longevity step adjustments that are scheduled to go into the first pay period after ratification had gone into effect in the first pay period on or after July 1, 1992, provided such recalculation is for pension purposes only and there is no retroactive pay or other lump sum wage payment of any kind involved.

FOR THE CITY:

FOR THE UNION:

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\_\_\_\_\_

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\_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF FLINT COMPENSATION SCHEDULE  
POLICE SERGEANT**

**EFFECTIVE JULY 1, 1992**

BASE	5th YEAR	11th THRU 15th YEAR	16TH THRU 20TH YEAR	21ST YEAR AND OVER
<b>AFTER 1 YEAR AS SERGEANT:</b>				
A	\$40,684.660	\$41,376.220	\$42,080.570	\$43,036.75
B	\$1,564.800	\$1,591.440	\$1,618.480	\$1,655.28
H	\$19.560	\$19.893	\$20.231	\$20.69
<b>FIRST 6 MONTHS AS SERGEANT:</b>				
A	\$38,497.070	\$39,189.920	\$39,819.480	\$40,722.570
B	\$1,480.720	\$1,507.360	\$1,531.520	\$1,566.320
H	\$18.509	\$18.842	\$19.144	\$19.579
<b>SECOND 6 MONTHS AS SERGEANT:</b>				
A	\$39,590.030	\$40,282.890	\$40,949.750	\$41,879.970
B	\$1,522.720	\$1,549.360	\$1,575.040	\$1,610.800
H	\$19.034	\$19.367	\$19.688	\$20.135

**EFFECTIVE JULY 4, 1993**

BASE	5th YEAR	11th THRU 15th YEAR	16TH THRU 20TH YEAR	21ST YEAR AND OVER
<b>AFTER 1 YEAR AS SERGEANT:</b>				
A	\$42,210.330	\$42,927.830	\$43,658.590	\$44,650.630
B	\$1,623.520	\$1,651.120	\$1,679.200	\$1,717.360
H	\$20.294	\$20.639	\$20.990	\$21.467
<b>FIRST SIX MONTHS AS SERGEANT:</b>				
A	\$39,940.710	\$40,659.540	\$41,312.710	\$42,249.670
B	\$1,536.240	\$1,563.840	\$1,588.960	\$1,625.040
H	\$19.203	\$19.548	\$19.862	\$20.313
<b>SECOND SIX MONTHS AS SERGEANT:</b>				
A	\$41,074.660	\$41,793.500	\$42,485.370	\$43,450.470
B	\$1,579.840	\$1,607.440	\$1,634.080	\$1,671.200
H	\$19.748	\$20.093	\$20.426	\$20.890

**EFFECTIVE JULY 2, 1995**

BASE	5TH YEAR	11TH THRU 15TH YEAR	16TH THRU 20TH YEAR	21ST THRU 24TH YEAR	25TH YEAR AND OVER
<b>EFFECTIVE 1 YEAR AS SERGEANT</b>					
A	\$45,325.980	\$46,232.500	\$47,157.150	\$48,100.290	\$49,062.290
B	\$1,743.360	\$1,778.240	\$1,813.760	\$1,850.080	\$1,887.040
H	\$21.792	\$22.228	\$22.672	\$23.126	\$23.588
<b>FIRST 6 MONTHS AS SERGEANT</b>					
A	\$42,888.840	\$43,746.610	\$44,621.550	\$45,513.980	\$46,424.260
B	\$1,649.600	\$1,682.560	\$1,716.240	\$1,750.560	\$1,785.600
H	\$20.620	\$21.032	\$21.453	\$21.882	\$22.320
<b>SECOND 6 MONTHS AS SERGEANT</b>					
A	\$44,106.480	\$44,988.610	\$45,888.390	\$46,806.160	\$47,742.280
B	\$1,696.400	\$1,730.400	\$1,764.960	\$1,800.240	\$1,836.240
H	\$21.205	\$21.630	\$22.062	\$22.503	\$22.953