

12/31/2000

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AGREEMENT

between

THE CHARTER TOWNSHIP OF FLINT

and

**INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA AND UAW LOCAL 708**

SUPERVISORY & COMMAND OFFICERS

Flint Township

January 1, 1997 through December 31, 2000

Genesee County, Michigan

APPROVED

COPY

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AGREEMENT

THIS AGREEMENT made and entered into this 4th day of November, 1999, between the Charter Township of Flint, hereinafter referred to as the "Township" and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and UAW Local 708, Charter Township of Flint Supervisory & Command Officers Unit. The International Union, Local Union and Unit is hereinafter referred to individually or collectively as the "Union".

ARTICLE 1
RECOGNITION**Section 1.**

The Township recognizes the Union as the exclusive representative of all full-time employees classified as Supervisory and Command Police Officers for the purpose of collective bargaining with respect to rates of pay, wages or other conditions of employment, subject to, and in accordance with, the Statutes of the State of Michigan, Rules of the Civil Service Commission, and Public Act 78 of the Public Acts of 1935, as amended.

Section 2.

The filling of positions, vacancies filled by promotions, removal or suspension, and reduction in force shall be in conformity with the provisions of Act 78 of the Public Acts of 1935, as amended. Where a conflict between this Agreement and Act 78 arises, Act 78 shall prevail.

ARTICLE 2
TOWNSHIP RESPONSIBILITIES AND RIGHTS

The Union recognizes that the Township has the responsibility and the authority to manage and direct, on behalf of the public, all the operations and activities of the Township, to the full extent provided by law, limited only by the specific and express terms of this Agreement. Included, only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, to provide such services; to determine the size of the work force and to increase and/or decrease the number of employees retained; to direct and control operations; to hire new full-time employees; to determine the nature and number of facilities and departments and their location; to adopt, modify, change or alter its budget; to establish classifications of work; to combine or reorganize any part, or all of its operations; to maintain order and efficiency; to study and use improved

methods, equipment, and outside assistance (that does not erode the bargaining unit) either in or out of the Township's facilities; to direct the work force; to assign work, determine the location of work assignments, and related work to be performed; to determine the number of employees to be assigned to operations; to determine the number of supervisors; to establish training requirements for purposes of maintaining or improving the professional skill of employees and their advancement. The Township shall also have the right to suspend, discipline, or discharge employees, for just cause; to establish and follow an orderly process to transfer, layoff, and recall personnel; to establish and update policies and procedures; to manage its affairs efficiently and economically; to control purchasing of materials, tools, and equipment to be used; to determine work schedules; to provide and assign relief personnel; to continue, and maintain, its operations as in the past; provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement.

ARTICLE 3 GRIEVANCE PROCEDURE

Definition of a Grievance:

- A. A grievance is defined as a disagreement arising under, and during, the term of this Agreement, concerning the interpretation and application of the provisions of this Agreement, and/or the Charter Township of Flint Police Department Rules and Regulations. In the event the Employee or the Union selects a remedy outside the grievance procedure, such as MERC, EEOC, Civil Rights, Court, Civil Service, etc., concerning the same, or similar, facts and asks for the same, or similar remedy, the Union and the Employee shall forfeit his/her or its rights to continue to file, and/or process, a grievance under this procedure.
- B. Failure of the grievant/Union to appeal the decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further action or appeal. The grievance may be advanced if the Township fails to render a decision within the specified time limits.
- C. Steps of the grievance procedure may be waived upon written mutual consent of the parties. The Union may withdraw a grievance at any step of the procedure. The grievance so withdrawn shall not be reinstated. Time limits herein provided for may be extended upon written consent of the parties. Time limits shall exclude Saturday, Sunday and holidays.

GRIEVANCE PROCEDURE, STEP 1:**Section 1.**

A grievance must be submitted verbally to the Chief of Police or his/her designee within seven (7) days of the occurrence of the condition(s) giving rise to the grievance, or within seven (7) days of the date the employee should reasonably have become aware of the conditions giving rise to the grievance, whichever is later, in order for the matter to be considered grievable under this Agreement.

Section 2.

- (A) The Chief of Police or his/her designee shall provide a written answer to the grievant and the steward within seven (7) days of receipt of the grievance.
- (B) In the event the written answer of the Chief of Police, or his/her designee, is unacceptable to the grievant, the grievance may be appealed, in writing, to the next higher step of the procedure. Any grievance not appealed within seven (7) days after issuance of the answer shall be considered dropped.

STEP 2:**Section 1.**

If the grievant is not satisfied with the disposition of the grievance at Step 1, the grievant may appeal, in writing, to the Township Supervisor, or his/her designee.

Section 2.

- (A) The grievance shall be submitted on forms provided by the Union, dated and signed by the aggrieved employee(s), and shall set forth the facts, date, provisions of the Agreement that are alleged to have been violated, and the remedy desired. At the time the grievance is received, the Township Supervisor, or his/her designee, shall sign and date a copy which shall be returned to the grievant or the steward.

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- (B) Within ten (10) days of receipt of the grievance, the Township Supervisor, or his/her designee, shall set a mutually agreeable date and time to hold a meeting with the grievant. The grievant may be represented by either the Bargaining Unit Steward and/or the UAW International Representative. Representation of the Township and the Union shall not exceed two (2) each, not including the grievant.
- (C) Within seven (7) days following the conclusion of the meeting, the Township Supervisor, or his/her designee, shall provide the grievant and his/her Bargaining Unit representatives and UAW International Representative with a written disposition of the grievance.

STEP 3:**Section 1.**

- (A) In the event of an unsatisfactory decision to the Union, the UAW International Representative may submit the grievance to arbitration within fifteen (15) days following the conclusion of the Step 2 answer. Written notice to the Township shall constitute a request for arbitration. The Union will submit a list of seven (7) arbitrators with the notice requesting arbitration.
- (B) The Township and the Union shall, within ten (10) days after notice of arbitration has been given, attempt to select an impartial arbitrator whose decision shall be final and binding upon the parties. If the parties cannot agree upon an arbitrator within ten (10) days after written notification of intent to arbitrate is given, the Employer and/or Union shall submit the grievance to the American Arbitration Association for settlement under its rules then in effect.
- (C) The rules of the American Arbitration Association shall apply to all arbitration hearings. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony or arguments, and the submission of briefs, if requested. The decision of the arbitrator will be final and binding on all parties, and the judgment therein may be entered in any court of competent jurisdiction.
- (D) Fees and authorized expenses of the arbitrator shall be shared equally by the Township and the Union.
- (E) The arbitrator shall have no authority to add to, or subtract from, alter, change, or modify any of the provisions of this Agreement.

- (F) The arbitrator may make no award which provides the employee compensation greater than would have resulted if there had been no violation.
- (G) Only one (1) grievance at a time may be taken to an Arbitrator, unless the parties mutually agree to do otherwise, in writing.

Section 2. Restitution/Reinstatement

Should a decision be rendered at any step of the grievance procedure that the employee was unjustly discharged, disciplined, demoted, or suspended without reasonable and just cause, the Township agrees to reinstate the employee to the employee's former position in effect on the day of discharge, demotion, discipline or suspension. Computation for any back wages or benefits for suspension or discharge in excess of thirty (30) days must include offsets for benefits and wages earned with other employers during this period. If the employee received unemployment and/or worker's compensation during this period, arrangements will be made for the employee to reimburse the Employer, or the agency designated by the Employer.

**ARTICLE 4
DISCIPLINE AND DISCHARGE**

Section 1.

- (A) Any employee who is to be disciplined other than by verbal reprimand will be furnished a written statement describing the misconduct for which he/she is to be disciplined. In the case of suspension or discharge, the extent, or period, of the discipline will be noted. Upon discharge, the employee shall be immediately removed from the payroll. No employee shall be removed, disciplined, discharged, reduced in rank or pay or suspended, except for just cause and in no event until he/she shall have been furnished with the aforementioned written statement of the charges and the reasons for such actions. In all cases, an officer suspended or discharged from duty shall immediately surrender his/her badge, gun, departmental identification and building key to the supervisor relieving him/her from duty.

(B) RELIEF FROM DUTY

Upon verbal notification to the employee followed within twenty-four (24) hours by written delineation of the reasons, an employee may be relieved from duty, with pay, as a result of the Employer's reasonable belief that the employee participated in an event of significant consequence to the Department, the employee, or the public. Usually the situation would involve a case of suspected misconduct or being mentally or physically unfit for duty. Such relief from duty with pay shall be for the purpose of investigating the event. At the time the verbal notification is given, a Union representative is not present, the Union shall forthwith be notified of the leave. Relief from duty, with pay, shall create no negative inferences with reference to the affected employee, shall not be considered discipline, and is not subject to appeal.

The immediate supervisor can order a relief from duty for a member and then immediately report the action to the next supervisor in the chain of command. Incident documents should follow the chain of command to the chief who should initiate an investigation and make a decision within 48 hours about whether the relief will continue. Relief should be for up to four (4) days initially, and a maximum of eight (8) days.

(C) Administrative Furloughs

Following deadly use of force an employee should be placed on administrative furlough: Furloughs are not suspensions and should not be viewed as such. Rather, they are additional administrative actions that may be necessary after deadly use of force.

The purpose of a furlough is to help the member adjust and handle any personal or emotional needs resulting from traumatic events. Administrative furloughs are mandatory and should be initiated by the relevant supervisory officer and should continue until the chief orders otherwise. Employees will receive full pay and contract benefits while on administrative furloughs.

(D) Immediate Leave without Pay

When the Chief of Police has reasonable cause to believe that an employee has committed a felony or in the event a misdemeanor warrant is issued for a crime punishable by 92 days or more, as defined by the Michigan Penal Code, he/she may

place such employee on immediate leave without pay, for such period is required to reach a final determination through the procedures of this Agreement. If, after the hearing, the employee is exonerated, the employee shall receive all back pay and other benefits lost during the period of leave, including full status and seniority. If, after the appeal, the employee is issued a disciplinary suspension, the time served on such leave shall be credited to the employee's disciplinary suspension. In the event criminal charges are brought against the employee, at the employers choice, the hearings shall be: (1) conducted forthwith; or (2) postponed until after final adjudication of the criminal proceedings.

Any criminal charge contemplated or brought by the Township of Flint against an employee covered by this agreement will have been reviewed, or issued, by the Genesee County Prosecuting Attorney, the State Attorney Generals office, or the Federal Government.

If an employee has a Personal Protection Order sworn out against him/her by his/her spouse and it is authorized/issued by a Judge, and the Personal Protection Order specifies that the employee cannot be in possession of a firearm, he/she will be placed on Administrative Furlough and will receive full pay and contract benefits during the first fifteen (15) working days. If after fifteen (15) working days the described Personal Protection Order is still in effect, the employee will be placed on immediate leave without pay until the Personal Protection Order is no longer in effect. At that time, when the Personal Protection Order is no longer in effect, the employee will be returned to full duty with adjusted seniority, if appropriate, unless other action has been taken by the Township. The employee will have the option of using his/her vacation and/or personal days while on immediate leave without pay. The employee will accrue seniority for the first six (6) months and cannot be discharged solely for the issuance of the described Personal Protection Order.

Section 2.

The employee will be allowed to discuss disciplinary action with his/her steward, and/or the UAW International Representative, for a reasonable period of time, if requested, in a suitable office area prior to being required to leave the property of the Township of Flint, if the disciplinary action occurs during usual and normal office hours, and/or the employee's steward or UAW International Representative is readily available.

Section 3.

Should the discharged or disciplined employee consider the discharge or discipline to be improper, the matter shall be referred to the Grievance Procedure at Step 2.

Section 4.

Personnel record procedures should follow Act 397 of Michigan Public Acts of 1978 with the exception of Section Seven (7) thereof. Where the period mentioned for deletion of all disciplinary records is four (4) years, the same shall be amended to require the deletion in two (2) years of records of disciplinary action of a suspension of five (5) days or less, and matters so deleted shall not again be taken into account when discipline is being imposed on a current charge, providing the employee has not received any further written discipline within a two (2) year period subsequent to the date of the disciplinary action.

Section 5. Rules and Regulations

- (A) The Township agrees to negotiate and discuss the establishment of reasonable rules and regulations, or updates or changes to existing rules and regulations, with the Union. Rules and/or regulations, and/or changes, shall be submitted to the Union in writing, prior to the implementation of same.
- (B) When the Township has approved the final rule or regulation, copies shall be furnished to each employee. Employees, upon receipt of said copies, shall acknowledge receipt by signature. In the case of an emergency, the Township may implement temporary changes in rules or regulations. "Emergency" shall be as defined by Webster's Dictionary.
- (C) Upon receipt of a written request from the Union to do so, the rules and regulations will be reviewed with the Union to ensure that they are necessary, reasonable, and consistent.

Section 6.

The Union acknowledges that counseling memorandums may be utilized by the Township. Counseling memorandums are intended to clarify misinformation, lack of knowledge, lack of information, etc. They will be kept in a file for Department Use Only and shall not become a part of the employee's personnel file. Counseling memorandums shall not be construed as disciplinary action.

**ARTICLE 5
SENIORITY****Section 1.**

- (A) Departmental seniority shall be defined as the length of an employee's continuous service with the Flint Township Police Department since the employee's last date of hire as a full-time police officer.
- (B) Classification seniority shall be defined as the length of an employee's continuous service in his/her current classification, commencing with his/her last date of hire/appointment in that classification.
- (C) An employee's last date of hire shall be the most recent date upon which he/she first commenced work with the Flint Township Police Department.
- (D) Employees with the same date of hire shall be placed on the seniority list according to their entry or promotional examination score. (i.e., Highest exam score is highest on seniority list.)

Section 2. Probationary Period

Newly promoted personnel shall be granted a six (6) month probationary period in the new position. During the trial period, the employee shall have the option to voluntarily revert to his/her former classification and former rate of pay. Any employee, who by mutual agreement between the Township and the employee, voluntarily reverts to a former classification and a previous rate of pay shall be ineligible for promotional consideration to the position from which the employee is currently reverting for a period of two (2) years.

Section 3. Seniority Accrual

All employees shall accrue seniority from their last date of hire. Employees assigned to region or area law enforcement positions will retain seniority in this unit.

Section 4. Seniority List

The Township shall maintain a roster of employees, arranged according to seniority, showing name, position, and seniority date, and shall furnish a copy to the Union the first month of each year or as soon thereafter as is practicable.

Section 5. Loss of Seniority

An employee shall lose his/her seniority, and shall no longer be an employee of the Flint Township Police Department if:

- (A) He/she resigns or quits;
- (B) He/she is discharged or terminated from work and such discharge or termination is not reversed in the grievance procedure herein;
- (C) He/she retires;
- (D) He/she has been laid off, due to a lack of work or funds for a period equal to his/her seniority at the time of his/her layoff, up to a maximum of twenty four (24) months.
- (E) He/she is absent from work, including failure to return at the expiration of vacation, disciplinary layoffs, leave of absence, or economic layoff, for a period of three (3) consecutive working days without written notice given to the Chief of Police, or his/her designee.
- (F) He/she gives a fraudulent reason, when requesting a leave of absence, or permission, to engage in outside employment.
- (G) He/she is convicted, or pleads no contest, to a Felony, a Circuit Court Misdemeanor, or Domestic Assault as defined in the 1997 Michigan Criminal Statutes, Section 750.81(2). In referencing Domestic Assault as defined in the

1997 Michigan Criminal Statutes, Section 750.81(2), the intent is to ensure that any officer who is legally precluded from carrying or possessing a firearm as a result of operation of this Statute, will lose his/her seniority.

- (H) He/she is determined to be totally and permanently disabled by competent medical authority unless reinstated at a later date, and provided he/she can perform the job. Any employee so reinstated shall have his/her seniority reinstated in the amount the employee had when he/she was declared totally and permanently disabled.

Section 6. Non-Bargaining Unit Employees

Employees who are, or who have been, promoted from a position within the Bargaining Unit to a Non-Bargaining Unit position for Flint Township will be allowed to return to a Bargaining Unit position upon resignation by the employee or demotion by the Township. If an employee is discharged from a Non-Bargaining Unit position for just cause, such employee will not be allowed to return to the Bargaining Unit.

An employee so transferred out of the Bargaining Unit shall retain the seniority accumulated at the time of such transfer, but will not accrue Bargaining Unit seniority during the time out of the Bargaining Unit.

ARTICLE 6 WORK DUTY

Section 1.

Employees, while on duty, shall perform such duties that are assigned to them by the Chief of Police, or his/her designee.

Section 2.

Employees shall be treated in a respectful manner by the Township while on duty and it shall be incumbent upon the employees to conduct themselves in a like manner.

Section 3.

Supervisors shall not be required to work in the same vehicle as a patrol officer except under unusual circumstances, such as training, absenteeism, evaluation and emergencies, and shall function in the capacity of a supervisor.

Supervisors may be required to answer calls for back-up and assists to the patrol units on that shift when possible. Supervisors may also have administrative duties assigned to them during their respective duty.

**ARTICLE 7
WORK SCHEDULES****Section 1.**

Work schedules of at least twenty-eight (28) days shall be posted and the Township shall attempt to give the employee fourteen (14) days notice of a change in his/her schedule.

Section 2. Absenteeism

Employees unable to report for work shall notify their supervisor at least sixty (60) minutes prior to their scheduled starting time, if possible, and shall advise their supervisor or designee as to the reason they are unable to report for work. Failure to report for work as scheduled without reasonable excuse may constitute grounds for disciplinary action.

Section 3. Shift Preference

The Township has the right, at its discretion, to assign all members of the bargaining unit, including lieutenants, to any shift, including the night shift.

ARTICLE 8
LEAVES OF ABSENCE**Section 1.** Bereavement Leave

In the event of a death in the employee's immediate family, he/she shall be granted three (3) consecutive working days off with pay. Immediate family is defined as the employee's spouse, children, spouse's children, parents, spouse's parents, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, and grandchild. The employee shall be granted reasonable travel time without pay if the funeral is out of state.

Section 2. Authorized Leave

The Township and the Union agree that time spent in the armed forces on military leave of absence or other authorized leave (except Educational Leave), and time lost because of employment-connected disability, shall accrue seniority. Said seniority shall date from the employee's last date of hire as a full-time Flint Township police officer. Further, if an employee is separated from the Department as a result of a disciplinary action and is subsequently reinstated to his/her position, his/her seniority shall be maintained from his/her last date of hire.

Section 3. Educational Leave

Employees may be allowed educational leave, without pay, not to exceed a one (1) year period at one time. Those employees on an educational leave will be given priority over hiring of new employees when a vacancy occurs. Each application for educational leave shall be in writing at least sixty (60) days in advance, must be approved by the Chief of Police or his/her designee, and the Township Board. Seniority shall be maintained during an approved educational leave. An employee shall be returned to active duty and to his/her classification on completion of said leave of absence.

Section 4. Educational Reimbursement

- (A) The Township shall reimburse an employee for college tuition and books at an accredited college, university, or community/junior college, for his/her continued education up to a maximum of fifteen hundred twenty (\$1,520.00) Dollars per year. Courses shall be job-related, approved in advance by the Chief of Police or his/her designee, and completed with a final grade of "C" or better in order to qualify for educational reimbursement. Class attendance and homework assignments must be completed on the employee's own time and not during working hours.

Employees must have satisfactorily completed their probationary period and remain on the active employment rolls at the completion of the course.

In no instance will the refund exceed the employee's actual expenditure, nor will reimbursement be made for expenses which are being reimbursed through other sources (i.e., GI Bill, Scholarships, etc.).

- (B) If an employee terminates employment from the Township within one (1) year of receiving said reimbursement (except for work-related disability), he/she must repay the Township on a pro-rata basis (i.e., Employee paid \$1,000 and terminates after six (6) months, must repay the Township \$500).

Section 5. Union Leave of Absence

- (A) Employees who are elected or appointed to a full-time Local Union office may be granted an unpaid leave of absence for their term of office, subject to the approval of the Township Board.
- (B) Employees elected or appointed to a full-time International Union office shall be granted an unpaid leave of absence, renewable for one additional three (3) year term, from the date of the original request, subject to the officer completing the training deemed necessary by the Township prior to being eligible for reinstatement. The Union shall give at least ninety (90) days advance notice of any such intended leave, or return to work from such leave.
- (C) Up to two (2) employees may be granted an unpaid leave of absence for periods of up to two (2) weeks to attend to official Union business such as conventions and training sessions, subject to the approval of the Chief. The Union shall give at least thirty (30) days advance notice of any such intended leaves.
- (D) Any employee who is on an approved Union leave of absence as provided in this Article 8, Section 5, (A) and (B), shall have accrued retirement and fringe benefits frozen while on such leave.
- (E) Any employee who is on an approved Union leave of absence as provided for in this Article 8, Section 5, (C), shall be eligible for and accrue credit for all fringe benefits and longevity entitlement in the same manner as an active employee.

Section 6. Jury Duty

- (A) Employees required to serve on jury duty shall be scheduled to work Monday - Friday, 9:00 a.m. - 5:00 p.m., and shall be compensated at their regular rate of pay for that time period they are serving as a juror or working for the employer. On days they are relieved from jury duty they shall be required to work at the Township 9:00 a.m. - 5:00 p.m.
- (B) All fees shall be turned into the Flint Township Police Fund.

**ARTICLE 9
LAYOFF AND RECALL****DEFINITION:**

Layoff shall mean a separation of employees from active work force, due to a reduction of staff, lack of work, or funds.

Order of Layoff

- (A) No permanent or probationary employee shall be laid off from his/her position while any temporary employees are serving in the same classification or department.
- (B) Layoff of probationary or permanent employees in the Police Department shall be in inverse order of departmental seniority.

Recall

- (A) Full-time laid off employees shall be recalled prior to the hiring of temporary employees. Employees shall be recalled in the inverse order of layoff.

ARTICLE 10
SICK AND PERSONAL DAYS

- (A) All members of the bargaining unit shall be granted thirteen (13) personal days per year which are non-cumulative. These personal days may be used for sick days or personal days provided, however, that when such days are used for any purpose other than sick days, the Chief of Police may require prior approval before such days can be taken. All such days that are unused/unscheduled at the end of each calendar year shall be paid to the employee at his/her regular rate of pay on or before the first pay period in December of each year. The use of paid personal time may not be requested in increments of less than eight (8) hours nor more than sixteen (16) consecutive hours unless approved by the Chief of Police or his/her designee.
- (B) Officer King will have their current level of accumulated days grandfathered and they cannot accumulate any more days than the number they currently have. If employee King use these days, they cannot again accumulate to this higher amount.

ARTICLE 11
ON-THE-JOB INJURY OR ILLNESS

An employee who incurs an injury or illness while on duty, and as a result of such injury or illness, becomes entitled to Worker's Compensation, shall be paid an amount equal to the difference of the Worker's Compensation and his/her regular salary for such time that he/she is drawing Worker's Compensation. This difference shall not exceed a period of fifty-two (52) weeks from the date of such injury or illness. During the initial week before Worker's Compensation applies, the Township shall pay the employee's wages equal to one hundred (100%) percent of his/her regular rate of pay. An employee shall not be required to use his/her accumulated sick leave during this period.

ARTICLE 12
HOLIDAYS**Section 1.**

All employees covered by this Agreement shall receive eight (8) hours pay, at their regular rate of pay, for each of the listed holidays, subject to the terms and conditions in Section 3 of this Article, whether they work said holiday or not.

New Year's Day	Thanksgiving Day
Easter	Christmas Eve
Memorial Day	Christmas Day
Fourth of July	New Year's Eve
Labor Day	

Section 2.

If an employee is required to work on any of the specified holidays, in addition to pay in Section 1. of this Article, he/she will be paid at two (2) times his/her regular rate of pay for hours actually worked.

Section 3.

To qualify for holiday pay under this Article, an employee must:

- (A) Work his/her scheduled hours on his/her last regularly scheduled shift before the holiday and his/her first regularly scheduled shift after the holiday or be on an authorized day off with pay, which authorization was received at least twenty-four (24) hours in advance of the holiday.

The last regularly scheduled shift shall mean the time when the employee was expected to actually work, not be on an approved vacation day, personal day and/or sick leave day.

In order to have a sick day that does not disqualify the employee for holiday pay, the employee must be seen by the Doctor on the first day of the absence and the slip must state the diagnosis and that, due to the diagnosis, the employee was unable to perform his/her duties on the day, or days, in question. Post dated doctors slips are not acceptable.

- (B) The employee must not be suspended, on layoff, on any unpaid leave of absence or on insurance paid sick leave.
- (C) An employee who is scheduled to work on a holiday but fails to report for work shall not be entitled to holiday pay.
- (D) Employees who terminate their employment will not receive pay for holidays occurring after their last regularly scheduled working day.
- (E) Employees shall be paid holiday benefits only on the Township designated date of the holiday, regardless of when the calendar date of the holiday occurs.

Section 4.

- (A) If an employee works eighty (80) hours, exclusive of a contractual holiday contained within the pay period, i.e., the holiday was a regularly scheduled day off, the employee does not receive the benefit of the holiday and would be paid for eighty-eight (88) straight-time hours.
- (B) The employee is scheduled to work a contractual holiday, but has it off, so that actual hours worked is seventy-two (72). In this case, the employee would be paid for eighty (80) straight-time hours.
- (C) The employee is scheduled to work a contractual holiday and does, in fact, work, so that actual hours worked, inclusive of the holiday, is eighty (80) hours. In this case, the employee would be paid for seventy-two (72) hours straight-time and eight (8) hours triple time.

(D) The employee works eighty (80) hours, exclusive of a contractual holiday contained within the pay period, then is called in to work on the holiday. Also, if the employee works, as defined in Paragraph C above, but works in excess of eight (8) hours on the holiday. In either of these instances, the employee would be paid at triple time.

**ARTICLE 13
VACATIONS**

Section 1.

Members of the bargaining unit shall be granted paid vacation leave as follows:

- After one (1) year of employment..... 10 days
- After five (5) years of employment 15 days
- After ten (10) years of employment..... 20 days

In order to receive the paid days listed above, the employee must qualify by being compensated for the following number of hours:

- 1800 hours or more equals 100% of benefit
- 1500 hours to 1799 equals..... 75% of benefit
- 1040 hours to 1499 equals..... 50% of benefit
- Under 1040 hours equals 0% of benefit
(Except as set forth in Section 4 of this Article)

Compensated hours shall include, all hours worked, paid vacations, paid holidays, paid Administrative leave, paid jury duty, paid military reserve duty, not to exceed two weeks, and paid bereavement. **The work hours requirement does not apply to Workers' Compensation cases.**

Section 2.

Vacation requests shall be considered by work assignment according to departmental seniority. Vacation days may not be accumulated from year to year. If emergency scheduling does not allow an officer his/her allotted vacation days during the calendar year, said officer shall be paid for those days he/she did not receive. He/she shall be paid at his/her regular rate of pay on or before January 31st of the following year, or the unused hours may be carried over to be used, at his/her discretion, upon approval of the Chief of Police.

Section 3.

The Township shall have the right to limit the number of officers absent for vacations at any one time in order to maintain a sufficient force.

Section 4.

Each employee shall receive payment for vacation days earned during the year of separation at his/her regular rate of pay. Upon retiring, or upon leaving the employment of the Flint Township Police Department, through voluntary or involuntary termination of employment, vacation pay shall be prorated, based on the amount of time worked to date of separation, plus the vacation days granted at the beginning of said year which have not been used by the time of separation.

Section 5.

- (A) If a member is reassigned as a result of promotion or transfer and has not used his/her current vacation, the Township will endeavor to grant the vacation as scheduled.
- (B) The Township shall determine the maximum number of employees allowed to be on vacation at any one time by assignment, so as to maintain adequate staffing levels.

Section 6. Vacation Schedules

Between January 1 and January 31 of each year, employees may request vacation time on the forms provided. Vacation requests are subject to approval by the Chief or his/her designee. In February, the Department shall post the approved vacation schedule. All requests received between January 1 and January 31 shall be processed according to bargaining unit seniority. Requests received after January 31 will be processed in the order in which they are received. Multiple requests received on the same day after January 31, for the same vacation time, shall be processed according to bargaining unit seniority.

**ARTICLE 14
ASSIGNMENT OF TOWNSHIP VEHICLES****Section 1.**

The Township reserves the right to continue, modify, or cease altogether, the assignment of Township vehicles to employees outside of the patrol assignment within the bargaining unit. Further, the Township reserves the sole and exclusive right in determining which bargaining unit employees, if any, will be assigned the use of Township automobiles, the purpose for which they will be assigned, and the terms and conditions of any such assignment. The Township's rights pursuant to this Article shall not be subject to the grievance or arbitration procedure established under this Agreement.

**ARTICLE 15
HOURS AND RATES OF PAY****Section 1. Work Day and Pay Period**

A regular work day for full-time members of the Flint Township Police Department shall consist of eight (8) consecutive working hours; a regular pay period shall consist of ten (10) working days. Each employee shall receive his/her paycheck on a bi-weekly basis. Pay checks will be available before 12:00 noon on the Wednesday following the end of the two (2) week work period, unless circumstances prevent the Employer from meeting the deadline, for example, the event of a holiday during the week paychecks are to be issued, equipment breakdown, etc...

Section 2. Overtime

All hours worked in excess of eight (8) hours per day and/or eighty (80) hours in a pay period shall be considered overtime and shall be paid at one and one-half (1/2) times the employee's regular rate of pay.

Section 3. Equalization of Overtime

Overtime hours shall be divided as equally as possible among full-time employees. An up-to-date list showing overtime hours will be posted in a prominent place in the department. When overtime is required, the person with the least number of overtime hours will be offered same first, and so on down the list, in an attempt to equalize the overtime hours. For the purpose of this Section, time not worked because the employee did not choose to work after same was offered will be charged the average number of overtime hours worked by other employees during that period. Overtime due to court appearances shall not come under this Section. If the Department does not receive at least two (2) hours notice of an absence, the equalization chart need not be followed.

Section 4. If a sufficient number of employees are not available through the Equalization of Overtime procedure specified in Section 3 above, the Township has the right to assign employees on a reverse seniority basis. Such time worked shall not be charged to the employee(s). Anyone who agrees to work overtime but fails to show up shall be charged with double the available hours.

Section 5. Call Back and Extension of Duty Time

- (A) Employees shall be subject to call on their off-duty time or as provided in Section 4 above. Any employee called back on duty to work at a time for which he/she was not scheduled shall be offered a minimum of two (2) hours work at a rate of one and one-half (1/2) times his/her regular rate of pay.
- (B) It is also recognized that occasions shall arise wherein an employee shall work an extension of his/her regular eight (8) hours due to circumstances arising from a specific incident during that work day. These incidents being defined as incidents of such a nature that it is imperative that said employee is specifically necessary for the proper handling of that situation. On these occasions the aforementioned overtime offertory system need not be followed and all extension of duty hours pay shall be for only the actual time worked.

Section 6. Weekends

All employees shall be entitled to at least one (1) weekend within each pay period as their regularly scheduled days off unless prior approval of the officer affected is obtained through voluntary process. A weekend is defined as a consecutive Saturday/Sunday combination for first and second shift and as a consecutive Friday/Saturday for third shift.

**ARTICLE 16
COMPENSATION**

Section 1

(A) Wages - Sergeants

Effective January 1, 1997.....	Base Rate \$20.61 per hour
Effective January 1, 1998.....	Base Rate \$21.23 per hour
Effective January 1, 1999.....	Base Rate \$21.87 per hour
Effective January 1, 2000.....	Base Rate \$22.52 per hour

(B) Wages - Lieutenants

Effective January 1, 1997.....	Base Rate \$21.99 per hour
Effective January 1, 1998.....	Base Rate \$22.91 per hour
Effective January 1, 1999.....	Base Rate \$23.85 per hour
Effective January 1, 2000.....	Base Rate \$24.83 per hour

51,646.40

(C) Wages - Retroactive Pay

In the event the Patrol Officers gain shift premium, such shift premium will be applied to the Command Officers on a going forward basis and will not be retroactive.

Section 2. Court Time

Any member of the bargaining unit who is required to appear, on Township business, in Probate, District, Circuit or Federal Court, during hours that are normally non-duty hours shall be compensated for a minimum of two (2) hours at time and one-half (1/2) pay. In those cases where such court appearances are an extension of regular duty hours, either before or after such regular duty hours, compensation will be paid at time and one-half (1/2) for the actual hours of off-duty time actually spent, travel time will be from place of employment, excluding court lunch and dinner periods. All subpoena fees and mileage paid for the appearance shall be turned in to the Chief of Police for deposit in the Flint Township Police Fund.

Section 3. Longevity Pay

Each full-time employee shall be paid an annual longevity pay allowance which shall be paid to the employee during the pay period during which he/she becomes entitled to the same. If an employee quits, retires or dies, such an employee or his/her beneficiary will receive the longevity entitlement on a pro-rated basis at the time of the event.

- (A) Beginning with the 6th year employment: \$ 300.00
- (B) Beginning with the 11th year employment: \$ 700.00
- (C) Beginning with the 16th year employment: \$1,200.00
- (D) Beginning with the 21st year employment: \$1,800.00

ARTICLE 17
UNIFORMS, EQUIPMENT AND CLEANING ALLOWANCE

Section 1.

- (A) Uniforms and equipment shall be supplied by the Township, as determined to be needed by the Chief of Police or his/her designee, including required leather gear, handcuffs, .40 caliber Glock Model 22 semi-automatic pistol with ammunition, body armor, and such other equipment as may be required by the Flint Township Police Department. The Township shall replace articles as necessary.

(B) The Officer agrees to reimburse the Township for any lost, damaged or destroyed Township equipment due to the gross negligence of the Officer.

Section 2. Separation or Termination of Employment

In all cases where an employee is voluntarily, or involuntarily, separated from the department or is granted an unpaid leave of absence which is longer than thirty (30) days in length, the employee shall have the responsibility of turning in all of the Township's equipment and property upon termination of their employment or when on an unpaid leave for more than thirty (30) days. The employee shall be charged for all items not returned.

Section 3.

Summer shirts will be worn from April 15th to October 14th. Winter shirts shall be worn from October 15th to April 14th. Neckties shall be worn with long sleeve shirts and for court appearances in uniform.

Section 4.

Effective 1/1/98, the uniform cleaning allowance shall be increased to \$80.00 per quarter. Effective 1/1/99, the uniform cleaning allowance shall be increased to \$100.00 per quarter. Effective 1/1/2000, the uniform cleaning allowance shall be increased to \$120.00 per quarter.

Section 5.

Duty ammunition shall be provided by the Township and shall be changed at least once each calendar year. Old ammunition may then be used by the officers for target practice. Target ammunition shall be furnished by the Township for practice bi-monthly pistol shoots and each officer shall be required to qualify semi-annually.

Section 6. Replacement of Lost, Damaged or Destroyed Personal Property

The Township agrees to repair or replace any lost, damaged or destroyed officer's personal property provided, however, such damage or loss was incurred in the line of duty and was not a result of negligence on the part of the officer; and in no event shall the replacement and/or repair cost of watches, jewelry, or any other articles, except eye glasses, exceed Forty (\$40.00) Dollars. The burden of proof of such damage must be carried by the employee and each occurrence will stand on its own merit. The cost of repair or replacement will be audited and approved by the Chief of Police or his/her designee.

ARTICLE 18
INSURANCE PLANS**Section 1.**

Each full-time employee shall receive the following insurance plans, provided that he/she is not covered by such insurance by another employer:

- (A) H.M.O. Health Plus, Blue Cross/Blue Shield of Michigan with MVF 1 with master medical insurance including a Preferred RX-MOPD-2 \$3.00 Co-pay Mammogram Rider (RM), PAP Test (RPS), Lab Rider (ML), S.A.T. III Rider, BCN - East Plan, Substance Abuse Waiver Rider with current optical plan or another comparable plan. If comparability is disputed, the switch may not be made until it is arbitrated. The vision program shall include exam, lenses and frames on an annual basis;
- (B) Dental insurance, 75/25 co-pay plan;
- (C) Effective 1/1/98, the life insurance on active Command Officers will be increased by \$10,000 (for a total of \$50,000). Effective 1/1/2000, the life insurance on active Command Officers will be increased by an additional \$10,000 (for a total of \$60,000).
- (D) General liability insurance including false arrest coverage in the amount of Five Hundred Thousand (\$500,000.00) Dollars per employee, per incident, with a One Million (\$1,000,000.00) Dollar umbrella coverage;
- (E) Health and accident insurance as is presently in effect; a copy of which shall be provided to the Union, that currently pays 66 2/3% of the employee's gross pay or \$350.00 whichever is less, from the ninth (9th) day of illness or accident. Effective 1/1/98, the \$350.00 limit will be increased to \$500.00. Effective 1/1/2000, the \$500.00 limit will be increased to \$650.00.
- (F) The Township and the bargaining unit shall continue to research the possibility of obtaining a long-term disability plan to cover employees who become disabled as a result of on-the-job injuries;
- (G) The Employee Assistance Program (C.A.R.E.S.). Upon ratification of this agreement the Cost of the premium shall be paid for by the Township.

The above are subject to the terms of the carrier.

Section 2.

All of the premiums for above insurance shall be paid by the Township for active employees.

Section 3.

(A) **Retiree Health Insurance**

The Township shall pay the insurance premiums mentioned in Article 18 Section 1 (A) and (B) for each retiree and spouse, provided the retiree has twenty-five (25) or more years of credited pension service with the Township, provided the retiree is not eligible for insurance under any other insurance plan.

(B) For retirees with ten (10) years but less than twenty-five (25) years of credited pension service with the Township, the Township shall pay insurance premiums mentioned in Article 18, Section 1 (A) and (B) for the retiree only, provided the retiree is not eligible for insurance under any other insurance plan. The retiree may pay additional premiums for spouse and dependents, subject to the terms of the carrier. The Township insurance payment shall be reduced by the percentage of reduction of the pension benefit.

(C) A deferred, vested, individual shall not be eligible for Township paid insurance premiums.

(D) The Township shall pay the insurance premiums for a surviving spouse, provided the surviving spouse option of the pension plan was not waived. The Township shall also pay the insurance premiums for the surviving spouse of an employee who died as a result of a duty related incident regardless of the number of years of credited pension service of the deceased employee. If a surviving spouse remarries, the Township's obligation to provide insurance, as mentioned in Article 18, 1(A) and (B), will cease.

(E) An eligible surviving spouse may pay additional premiums for dependents subject to the terms of the carrier.

- (F) An employee with less than twenty-five (25) years of credited pension service, who is retired due to a duty related disability, shall be eligible for Township paid insurance, as described in this Article 18, Section 1 (A) and (B) for the retiree and spouse, provided the retiree is not eligible for insurance under any other insurance plan.
- (G) A retiree shall be defined as someone who is receiving pension payments from the Flint Township Pension Program.
- (H) If a retiree is eligible for other insurance coverage which is comparable to the insurance provided by the Township, the retiree will not be eligible to participate in the Township's plan. If however, the employee loses his/her eligibility, he/she will become eligible for the Township's plan, subject to the terms of the carrier.
- (I) Life insurance premium on the amount of Twenty Thousand (\$20,000) Dollars, for the retiree only, shall be continued to be paid for by the Township.

Section 4.

The coverage enumerated in this Article shall not be reduced or altered without bargaining unit approval. The Township reserves the right to determine which vendor(s) shall provide the above coverage.

ARTICLE 19
PENSION PLAN

- (A) Pension M.E.R.S. B-4, F.A.C. - 3, and 25 and out.
- (B) Subject to the terms of M.E.R.S., employees may purchase, at their own expense, up to three (3) years, pension credit for part or full-time work for a local, state or federal unit of government, excluding reserve duty.
- (C) Final Average Compensation shall be based upon gross W-2 wages.
- (D) Flint Township's contribution shall be an amount up to seven (7) percent of employee's gross wage. If additional funds are required to provide the Pension Benefit those funds will be contributed by the employees through pre-tax payroll deduction, if permitted by law. The employee's contribution shall not exceed seven (7) percent until such time as the Employer is making a contribution to M.E.R.S. of seven (7) percent.
- (E) Flint Township will transfer current pension assets to M.E.R.S. Plan. Initially, the parties will pay reduced amounts, based upon the transfer of these assets. The Township and the employee shall pay reduced amounts to the M.E.R.S. Plan, based upon the Employer's contribution, plus interest, of the current Plan's assets and, the employee's contribution, plus interest, of the current Plan's assets on a 50/50 basis, based upon the actuarial requirements of M.E.R.S.

Increases required following the initial contributions shall be shared 50/50 by the Township and the officer until such time as the Township reaches its limit of seven (7%) percent. Thereafter, all increases will be the responsibility of the employee.
- (F) Flint Township may take an offset as a result of any benefit being duplicated by the M.E.R.S. Pension Plan.
- (G) Any administrative disputes caused by the switch to M.E.R.S. will be discussed with the Union, however, Flint Township shall have the final decision as to the resolution of such disputes with M.E.R.S. It is understood, for the purpose of this provision, "administrative dispute" does not include anything that may deal with the level of benefits as provided in the plan.
- (H) Transfer assets as soon as possible.

- (I) Employees may purchase generic time, however, this generic time cannot in any way impact the Township's contribution and such generic time may not be used to enable the officer to retire earlier than he/she could otherwise retire.

In the event that the Patrol Officers should obtain a M.E.R.S. COLA, such benefit will also be given to the Command Officers on a going forward basis and not to be retroactive.

ARTICLE 20 SUPPLEMENTAL EMPLOYMENT

Section 1.

Employees may engage in supplemental employment if they so desire provided, however, that the following rules regarding such employment are complied with:

- (A) Requests for permission to engage in supplemental employment shall be submitted to the Chief of Police or his/her designee, in writing, stating the proposed hours of work and the nature of the work. No supplemental employment will be permitted without prior written approval of the Chief of Police or his/her designee, and permission may be reviewed or revoked by the Chief of Police or his/her designee. All reasons for revocations shall be in writing.
- (B) Hours to be worked on supplemental employment shall normally be limited to not more than four (4) hours on any duty day, with additional hours allowed upon approval of the Chief of Police or his/her designee.
- (C) It is understood and agreed that the first obligation of the employee is to the Township and supplemental employment shall in no way conflict with assigned duties.

- (D) Under no circumstances will employees be granted permission to work in any establishment licensed by the Michigan Liquor Control Commission, as a security agent, for any security company or security agent, or a private detective, or for another police or sheriff's department.

Section 2.

Failure to comply with any provision of Section 1 of this Article shall be subject to the corrective/progressive procedures, up to and, including discharge.

ARTICLE 21 REPRESENTATION

Section 1. Stewards

- (A) The Township agrees to recognize two (2) stewards, one shall be the Chief Steward and one shall be an alternate; the alternate steward may exercise the rights of the Chief Steward in his/her absence.
- (B) The Township agrees to compensate the steward at his/her regular rate of pay for a reasonable period of time while he/she may be processing a grievance during his/her regular tour of duty in accordance with the grievance procedure.

Section 2.

The Township agrees to recognize not more than two (2) members of the unit as members of the collective bargaining committee, and they shall be compensated at their regular rate of pay while engaged in collective bargaining.

Section 3.

The Township agrees that any two (2) of the following: Regional Director, Assistant Regional Director, International Representative, Legal Counsel or Resource Personnel of the UAW shall be permitted to visit the operation of the Township during working hours to talk with the Steward and/or representatives of the Township concerning matters covered by this Agreement without interfering with the progress of the work force. The Union shall arrange with the Township for a time and place of such visits.

ARTICLE 22
UNION SECURITY AND CHECKOFF

Section 1.

The Employer and Union will not discriminate against any employee because of membership or lack thereof in the Union.

Section 2.

Upon completion of thirty (30) days of employment, membership in the Union, or compliance with payment of representation fees, shall be a condition of continued employment. The Employer agrees to deduct Union dues, or Union service fees, to become effective the first payday of each month, following the employee's successful completion of thirty (30) days of employment.

The Employer agrees to deduct the initiation fee of the Union, for those employees joining the Union, which is payable only once when a new hire completes thirty (30) days of employment. This one-time deducted initiation fee shall become effective the second payday of the month, following the employee's successful completion of thirty (30) days of employment.

Section 3.

The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who becomes a member, the Union's dues, subject to all of the following conditions:

- (A) The Union shall obtain from each of its members a completed authorization form which shall conform to the respective state and federal laws concerning that subject, or any interpretations thereof. The Union shall furnish the forms.
- (B) All checkoff authorization forms shall be filed with the Employer, who may return any incomplete or incorrectly completed form to the Union's treasurer, and no checkoff shall be made until such deficiency is corrected. Once the deficiency is corrected, the total amount due shall be deducted and forwarded to the Union.

-
- (C) All employees covered under this Agreement who do not voluntarily choose membership in the Union shall have deducted from their wages a percentage of the membership dues, which sum shall be less than one hundred percent (100%) of said dues, upon receipt by the Employer of a signed, written card, and which sum shall accurately represent the amount for said employee due the Union as their fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract.
- (D) The Employer shall only checkoff obligations which come due at the time of checkoff, and will make checkoff deductions only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refund to the employee if he/she had duplicated a checkoff deduction by direct payment to the Union.
- (E) The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer, within thirty (30) days after remittance is transmitted, of its belief, with reason(s) stated therefor, that the remittance is incorrect.
- (F) The Union shall provide at least thirty (30) days written notice to the Employer of the amount of Union dues and/or representation fees and/or initiation fee to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation.
- (G) The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability, arising out of its deduction from an employee's pay of Union dues, representation fees, and/or initiation fee, or in reliance upon any list, notice, certification, or authorization furnished under this Article, including the termination of employment, as provided under the Agency Shop provision. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

Section 4.

The Union shall notify an employee who has not paid his/her dues or representation fee by certified mail, with a copy to the Employer. If said employee does not pay the dues or representation fee within thirty (30) days after this notice is received, the Union shall notify the Employer by certified mail of this omission. Thirty (30) days after receipt of notification by the Employer, the Employer shall terminate said employee.

Section 5.

The Employer will notify the Chief Steward of the Local Union of employees' addresses, social security numbers and date of hire, when hired. It will notify the Chief Steward of the Local Union the date an employee is laid off, discharged, quit or cleared for other reasons such as leave of absence. It will notify the Chief Steward of the Local Union the date any employee is recalled, returned from leave, or rehired, and of all address changes.

**ARTICLE 23
PART-TIME EMPLOYEES**

The Township agrees that no part-time officers shall be employed in positions covered by this Agreement.

**ARTICLE 24
USE OF COMPUTERS**

Employees may be required to use personal computers, data processing system terminals and/or word processing equipment, provided he/she has been properly trained on the equipment. This equipment may be used as a tool in performing job duties and does not represent an eroding of the bargaining unit work. The right of selection, and/or installation, of equipment rests with the Township.

**ARTICLE 25
NO DUPLICATION OR PYRAMIDING OF PREMIUM RATES**

There shall be no duplication, or pyramiding, of premium rates set forth in any Article of this Agreement with any other Article of this Agreement.

**ARTICLE 26
EMPLOYEE LIABILITY BENEFITS**

As stated in the Township's Broad Form Comprehensive General Liability Policy and Commercial Umbrella Liability Policy presently in effect, the Township, with or through its insurance carrier, shall have the duty to investigate claims and/or defend lawsuits and provide legal counsel, to the extent provided for in the insurance policy, to the employee as an individual defendant, even if any of the allegations of the lawsuit are groundless, false or fraudulent, as long as the officer was acting as the Board's agent and in conformance with Board and

Department policy, rules and regulations. Where Board policy conflicts with Department policy, Department policy shall prevail. Should a judgment result against the Township and/or the employee, the same shall be satisfied pursuant to the terms of the aforesaid insurance policies.

ARTICLE 27 MEETINGS

Special meetings between the Township and the Union may be held at anytime upon the mutual agreement of the parties. Requests for special meetings must specify the item, or items, to be discussed and no other business except that set forth in the request shall be discussed at those meetings.

ARTICLE 28 EMPLOYMENT

All employees hired after January 1, 1988, will complete an employment application furnished by the Township. The employment application becomes a part of the employee's permanent record. All information submitted on the employment application is subject to verification. Falsification of application information shall result in discharge without recourse.

ARTICLE 29 CHANGE IN PERSONAL STATUS

Employees shall notify the Chief of Police or his/her designee of any change of name, address, marital status, or number of dependents within five (5) days after any change has occurred. Notifications of any change in telephone number shall be made within twenty-four (24) hours after the change is made. All employee telephone numbers shall be held in confidence.

ARTICLE 30 SAFETY

Section 1.

The Township shall not require employees to use, or take out on the streets or highways, any vehicle, firearm or radio that is not in safe operating condition or equipped with the safety appliances prescribed by law.

Section 2.

If the equipment should be regarded as defective, an employee should immediately inform his/her immediate supervisor. If the supervisor determines the equipment to be defective, he/she shall cause the equipment to be taken out of service until cleared as fit for service.

Section 3.

Any employee involved in any accident shall immediately report that accident and any physical injury sustained. An employee shall make out an accident report, in writing, on forms furnished by the Township and shall turn in all available names and addresses of witnesses to any accident.

Section 4.

An employee shall, at all times, adhere to safety regulations and failure to do so may result in disciplinary action.

**ARTICLE 31
MISCELLANEOUS****Section 1.** Credit Union Deduction

The Employer will make provisions for those employees wishing to participate in payroll deductions in a local credit union selected by the Employer which will be forwarded to the credit Union each payroll period.

Section 2. Deferred Compensation Plan

The Employer will continue to make available a deferred compensation plan which is currently administered by Equitable Life. The Employer may change to a different provider, provided such change is not in violation of the law.

ARTICLE 32
EMPLOYEE ASSISTANCE PROGRAMS

Section 1. E.A.P.

The Employer and Union recognize that alcohol and other forms of chemical dependency are health problems and that, when present, affect job performance. Professional help is available to the employee and family members who are affected. Since work can be impaired and the safety of the employee or others endangered, employees will be assisted in obtaining professional help and will be expected to follow recommended treatment. Cost of evaluation and treatment will be paid in accordance with the Employer's health insurance programs.

Section 2. Physical, Psychological and Drug Testing

The Employer may order an employee to submit to a physical and/or psychological and/or drug test once every two (2) calendar years with at least a 60 day notice. The Employer may order more than one test every two (2) years, or testing without a 60 day notice, for just cause. The Employer will pay for all testing. No cost will be borne by the employee. An employee will not suffer any loss of wages or be disciplined without just cause.

ARTICLE 33
DURATION OF AGREEMENT

- (A) This Agreement shall be effective on and after the first day of January, 1997, unless otherwise provided herein and shall continue in full force and effect through December 31, 2000.
- (B) This Agreement shall be automatically renewed from year to year unless either party shall notify the other, in writing, not less than sixty (60) days prior to its expiration of their desire to modify, alter, or terminate the Agreement, upon its expiration. If notification is given, this Agreement shall remain in full force and effect until such time as a new retroactive agreement is executed.
- (C) Wherever in this Agreement a masculine pronoun or the singular or plural form of "man" is used, it is understood that such references are meant to have equal application to all police officers covered by this Agreement, male or female.

IN WITNESS WHEREOF, the parties hereto have set their hand this 4th day of November, 1998

INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA AND UAW LOCAL 708

CHARTER TOWNSHIP OF FLINT

<u>James Kiszore</u>	<u>Sally Shaheen</u>
<u>James R. Hock</u>	<u>David Longton</u>
<u>George P. Siefert</u>	

AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT

WHEREAS, The Charter Township of Flint, ("Township"), and the United Automobile Workers, Local 708, ("Union"), have signed a collective bargaining agreement, ("CBA"), which covers the terms and conditions of employment of all sergeants and lieutenants employed by the Township Police Department; and

WHEREAS, the Township wishes to purchase and deploy a dog as part of its law enforcement activities; and

WHEREAS, the Township and Union agree that the CBA currently does not specifically address a job which includes dog handling; and

WHEREAS, the Township and Union agree that some activities which concern the maintenance of a dog are non-law enforcement in nature; and

WHEREAS, the Township and Union wish to amend the CBA to allow the Township to create the position of canine handler and pay that position a separate rate for those non-law enforcement activities which concern the maintenance of a dog;

IT IS AGREED TO AMEND THE CBA AS FOLLOWS:

1. The Township will post the position of canine handler.
2. That position will be available to only Township employees covered by the CBA. It is understood and agreed that a separate position may be posted and made available only to employees who are members of the Police Officers Association of Michigan and covered by a separate CBA.
3. The Township alone will select one or more applicant(s) to fill the position(s) of canine handler.
4. The Township will provide a dog to each applicant selected. The dog(s) will remain the property of the Township.
5. Each of the applicant(s) selected will sign two agreements with the Township, each of which is attached, and each of which will be incorporated by reference into the CBA.
6. Attachment 1, entitled "AN AGREEMENT BY AND BETWEEN THE CHARTER TOWNSHIP OF FLINT AND Jones FOR THE BOARDING OF DOGS USED BY THE CHARTER TOWNSHIP OF FLINT POLICE DEPARTMENT AS WORKING CANINES," recognizes, *inter alia*, that the Township and Union, having made a reasonable effort to determine the number of compensable hours required to properly maintain a dog away from the job, have agreed that the applicant selected will be paid for 3.039 hours per week to maintain the dog in accordance with the requirements of Attachment 1.
7. Attachment 1 also recognizes, *inter alia*, that the applicant selected will be compensated for the 3.039 hours at the federally defined minimum wage multiplied by

one and one-half (1.5) and that this compensation will be paid in the form of administrative time off at the employee's regular rate of pay.

8. Attachment 2, entitled "AN AGREEMENT BY AND BETWEEN THE CHARTER TOWNSHIP OF FLINT AND Jones FOR THE MAINTENANCE OF DOGS USED BY THE CHARTER TOWNSHIP OF FLINT POLICE DEPARTMENT," recognizes, *inter alia*, that the Township will supply the applicant selected with the necessary licenses, supplies, and veterinary care to maintain the dog.

9. This Amendment will become effective on the date it is signed by the second party and will be subject to renegotiation upon the expiration of the CBA. The Amendment will, however, remain in effect until a new CBA and/or a new amendment concerning the maintenance and boarding of dogs is signed.

Dated: 10-18-99

Charter Township of Flint

By: [Signature]

Its: Supervisor

Dated: 3-3-99

United Automobile Workers,
Local 708

By: [Signature]
Chris Stewart for UAW, Local
708 Supervisory & Command Office

Its: _____

ATTACHMENT 1

AN AGREEMENT BY AND BETWEEN THE CHARTER TOWNSHIP OF FLINT AND

FOR THE BOARDING OF DOGS USED BY THE CHARTER TOWNSHIP OF FLINT POLICE DEPARTMENT AS WORKING CANINES

1.0 PARTIES.

The parties to this agreement are the Charter Township of Flint, a Michigan municipal corporation, (hereinafter referred to as "Township") and Sgt. Tim Jewett (hereinafter referred to as "Bailee").

2.0 RECITALS AND PURPOSE.

2.1 Township is the owner of a dog named _____ (hereinafter referred to as the "Dog"), which Township utilizes in its K-9 corps.

2.2 Bailee is an employee of the Charter Township of Flint employed in the Flint Township Police Department.

2.3 Township desires to board the Dog during the hours the Dog is not on duty, and the Bailee is desirous of performing those services and receiving the companionship of the Dog.

2.4 Township and Bailee wish to clarify their rights and obligations to each other, including any rights and/or obligations with respect to the Fair Labor Standards Acts, 29 USC 201 *et. seq.*, and, with this Agreement, intend to satisfy all of those rights and obligations.

3.0 TERMS AND CONDITIONS.

3.1 Township shall deliver the Dog to Bailee for boarding and keeping by Bailee, and Bailee agrees to transport the Dog to and from Township at the beginning and end of the Bailee's scheduled tour of duty and at other times as required by Township's Police Department.

3.2 The boarding to be accorded the Dog shall consist of regular exercises, grooming, and providing food, water, shelter and an appropriate environment. Bailee has signed an agreement with Township concerning payment of certain costs incurred in the maintenance of the Dog.

3.3 Bailee shall be compensated for the time spent on the boarding and maintenance of a Dog owned by the Flint Township Police Department. Bailee and

Township have determined that boarding and maintenance of a Dog should not require more than 3.039 hours per week of Bailee's time. The rate at which Township will compensate Bailee for the 3.039 hours per week will be the federally defined minimum wage multiplied by one and one-half (1.5). The compensation will be paid in the form of paid administrative time off at the employee's regular rate of pay. The employee shall earn one and one-half hours of paid administrative time off for each week that the employee is boarding the Dog. The administrative time off shall be taken on the employee's weekly or bi-weekly training day that falls within the same pay period in which it is earned.

3.4 Bailee shall be responsible for the proper feeding, grooming, watering, cleaning, exercising, cleaning of the Dog's living area, and reasonable maintenance and cleaning of the vehicle used to transport the Dog. Bailee shall be responsible for ensuring that the Dog is not at large. The Dog shall either be confined to an enclosed area which is adequate to ensure that it will not escape, be under the complete control of the Bailee, or be on a leash or cord. However, Bailee shall not be liable for any damages to the Dog arising out of or from the boarding or keeping of the Dog or that may occur from any cause whatsoever in connection therewith, including loss by fire, theft, running away, death, or injury during the term of this Agreement, whether the Dog be on the premises of the Bailee or not, excepting where any such loss is caused by the reckless or intentional act of Bailee or of his agents or employees. Township shall be solely responsible for all acts and behavior of the Dog at any time during the term of this Agreement, and in no case shall Bailee, the Bailee's agents or employees, be liable for the Dog's acts or behavior other than for the exercise of recklessness or intentional acts that are outside the scope and/or authority of the Bailee's position with the Flint Township Police Department.

3.5 Township shall retain ownership of the Dog and will determine the appropriate disposition of the Dog should the employee be promoted or otherwise leave the assignment of canine handler prior to the retirement of the Dog. The Dog may be retired by Township for medical reasons, which may be old age. In the event the Dog is so retired while this Agreement is in force and effect and the Bailee is performing hereunder, Township shall convey its ownership interest in the Dog to Bailee, at the Bailee's option.

3.6 The parties recognize that in extraordinary circumstances Bailee may be temporarily unavailable personally to perform the Bailee's duties as a canine handler and/or oversee Bailee's agents and/or employees in the performance of such boarding services. In such an event, at Township's option, upon reasonable notice being given by Township to Bailee, Bailee shall be temporarily relieved of all obligations hereunder and Township will undertake to procure boarding services for the Dog from another source. It is solely within the discretion of the Township's Chief of Police to determine what circumstances are extraordinary.

3.7 If the Bailee is suspended without pay, is on administrative leave without pay, or is on any disciplinary leave without pay, Bailee will, if Township requires, continue to perform Bailee's duties as specified in this Agreement. If, pursuant to this section 3.7, Township requires Bailee to continue to perform Bailee's duties, Township will pay Bailee \$20.00 per week as full compensation for Bailee's duties which are

specified in this Agreement. It is expressly understood that Bailee's duties as defined in this Agreement are non-law enforcement in nature. The \$20.00 per week compensation satisfies any and all of Township's obligations to Bailee which arise under the Fair Labor Standards Act.

3.8 The terms of this Agreement shall be for the service life of the Dog, or until Bailee is either promoted out of the position of canine handler, or removed from the position of canine handler for any reason, or upon the filing by Bailee of a claim for worker's compensation if the care of the Dog is contrary to the injury alleged in the claim. This Agreement will also terminate upon Bailee leaving the employment of Township for any reason. In all such events, Bailee agrees to return the Dog to Township.

3.9 This Agreement is intended to be a reasonable effort to determine the number of compensable hours spent by the Bailee satisfying the Bailee's duties under the Agreement. Bailee and Township agree that this Agreement has considered all factors pertinent to such a determination. Bailee and Township still further agree that this Agreement has determined a reasonable rate of pay for the compensable hours.

3.10 This Agreement is intended to satisfy all of Township's obligations to Bailee under the Fair Labor Standards Act. If Bailee files a claim in any court, administrative tribunal, or with any governmental agency, claiming any rights in excess of those granted by this Agreement, or, if any court, tribunal or agency should decide that Township has any obligation in excess of those specified in this Agreement, this Agreement will terminate and the Dog will be returned to the Township.

4.0 ASSIGNMENT

This Agreement shall not be assigned by Bailee without the prior written consent of Township.

5.0 NOTICES

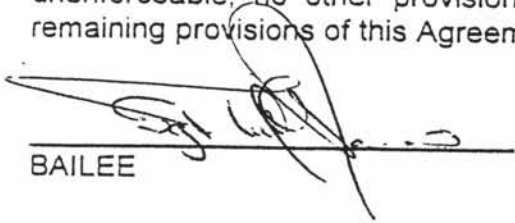
Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if (1) sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be give at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other party or parties or (2) delivered in person to the Bailee's commanding officer. Such notice shall be deemed to have been given when deposited in the United States mail.

6.0 ADDITIONAL DOCUMENTS OR ACTION

The parties agree to execute any additional documents or to take any additional action that is necessary to carry out this Agreement.

7.0 INTEGRATION AND AMENDMENT.

This Agreement represents the entire agreement between the parties as to the terms of the bailment. There is an additional agreement between the parties with respect to the cost of maintenance. This Agreement may be amended only by an instrument in writing signed by the parties. If any provision of this Agreement is held to be invalid or unenforceable, no other provision shall be affected by such holding and all of the remaining provisions of this Agreement shall continue in full force and effect.

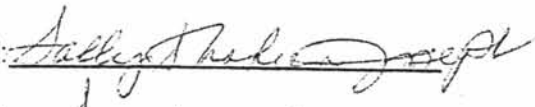


BAILEE

3-3-99

DATE

CHARTER TOWNSHIP OF FLINT

BY: 

ITS: Supervisor

BY: _____

ITS: _____

ATTACHMENT 2

AN AGREEMENT BY AND BETWEEN THE CHARTER TOWNSHIP OF FLINT AND

FOR THE MAINTENANCE OF DOGS USED BY THE CHARTER TOWNSHIP OF FLINT POLICE DEPARTMENT

1.0 PARTIES.

The parties to this agreement are the Charter Township of Flint, a Michigan municipal corporation, (hereinafter referred to as "Township") and Sgt. Timothy A. Lewis (hereinafter referred to as "Bailee").

2.0 RECITALS AND PURPOSE

2.1 Township and Bailee have signed contemporaneously with this Agreement another agreement covering the boarding and maintenance of dogs (hereinafter referred to as "Dog") used by the Township Police Department as working canines.

2.2 The agreement signed contemporaneously with this Agreement established a bailment between Bailee and Township and provided for the payment of Bailee by Township for the time spent on the boarding and maintenance of a Dog.

2.3 Township desires to pay certain costs which Bailee will incur boarding and maintaining Dog. This Agreement is intended to specify which boarding and maintenance costs will be borne by the Township. Any and all costs for which the Township does not specifically undertake the responsibility will be the responsibility of the Bailee.

3. TERMS AND CONDITIONS

3.1 Township will supply food of a type and in a quantity sufficient to feed the Dog. Bailee will be required to pick food up at store from which Township obtains food.

3.2 Township will have supplied all necessary veterinarian services at a veterinarian of Township's choosing. Bailee will be required to deliver and pick the Dog up from any required trips to the veterinarian.

3.3 Township will supply Bailee with a leash or cord sufficient to secure the Dog.

3.4 Township will purchase any necessary dog license(s).

3.5 The terms of this Agreement shall be for the service life of the Dog, or until Bailee is either promoted out of the position of canine handler, or removed from the position of canine handler for any reason, or upon the filing by Bailee of a claim for

