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6/30/83  
& 312 award  
extends thru  
6/30/86

AGREEMENT  
Between  
THE CITY OF FLINT  
And  
LIEUTENANTS ASSOCIATION

JULY 1, 1980  
Through  
JUNE 30, 1983

Flint, City of

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

City of Flint  
Labor Relations  
1101 S. Saginaw St.  
Flint, Mich. 48502

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AGREEMENT

PREAMBLE

THIS AGREEMENT is entered into on this 29<sup>th</sup> day of October, 1982, pursuant to and in accordance with Michigan Public Act 379, M.P.A. of 1965, as amended, between the City of Flint, hereinafter referred to as "City" and the Lieutenants Association, hereinafter referred to as "Association".

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

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1

RECOGNITION

This Agreement is entered into between the City and members of the Flint Police Department possessing the rank of Lieutenant who are represented by the Lieutenants Association, in order to improve the relationship between the City of Flint and those members of the Flint Police Department of the rank of Lieutenant.

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

The Association will supply to the City a copy of the Association's Constitution and By-Laws and provide an updated copy as changes occur.

This Article shall not be construed so as to prevent the Association free choice in choosing negotiation representative(s).

## ARTICLE 2

### MANAGEMENT RIGHTS CLAUSE

The Association 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.

## ARTICLE 3

### UNION RIGHTS

#### Section 1. Management Rights Clause.

Whenever any change in a "Management Rights" Clause of a rank below Lieutenant is contemplated, the Lieutenant's Association shall be consulted regarding any such change.

#### Section 2. Bargaining Team.

The Bargaining Team shall be elected by the Association and shall be limited to three (3) members of the bargaining unit. The Association shall designate at the initiation of bargaining which employees are to be released with pay 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 Association activities beyond the employee's normal work shift. The Association shall be allowed to include up to two additional non-bargaining unit members on the Bargaining Team.



#### ARTICLE 4

##### AUTHORIZED PAYROLL DEDUCTION

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

#### ARTICLE 5

##### ASSOCIATION SECURITY AND DUES DEDUCTION

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

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

Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Association. Each employee Association member hereby authorizes the Association and the City without recourse, to rely upon and to honor certificates by the Secretary-Treasurer of the Association, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Association dues and/or initiation fees. The City agrees, during the period of this Agreement to provide this check-off

service without charge to the Association. In the event it is subsequently determined by the Michigan Employment Relations Commission, an arbitrator with competent jurisdiction, or a court of competent jurisdiction that the Association dues or assessments have been improperly deducted and remitted to the Association, the Association shall return such amount to the affected employee.

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

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

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

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

## ARTICLE 6

### VISITS BY ASSOCIATION REPRESENTATIVES

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

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

#### ARTICLE 7

##### ASSOCIATION LEAVE

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

#### ARTICLE 8

##### PROVISIONS FOR LEGAL COUNSEL

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

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

## ARTICLE 9

### NO STRIKE CLAUSE

#### Section 1. No Strike.

It is the intent of the parties 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 Association agrees that during the life of this Agreement, the Association shall not cause nor shall any member of the Association take part in any strike or refusal to work. For purposes of this Agreement the term "strike" shall mean any concerted activity resulting in a failure to report for duty, wilful absence from a position or a stoppage or abstinence in whole or in part from the full and proper performance of lawful duties as a police officer.

#### Section 2. Affirmative Action.

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

#### Section 3. Discipline.

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

#### Section 4.

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

Section 5. No Lock-out.

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

ARTICLE 10

GRIEVANCE PROCEDURE

Section 1. Definition. Grievance.

A grievance is defined as an alleged violation of a specific Article and Section of this Agreement. For the purposes of this Article, the term "working day" shall be defined as any day excluding Saturday, Sunday and observed holidays (as set forth in Article 19).

Section 2. Procedure.

- Step 1. Within two (2) working days of the time of the event giving rise to the grievance, an employee must present the grievance orally to his immediate supervisor. The Association Representative may be in attendance if the employee so requests. In the event that the grievant's immediate supervisor is of the same rank as the grievant or in the case of a suspension or discharge, Steps 1 and 2 will be waived and the written grievance shall be filed at step 3 within four (4) working days of the event giving rise to the grievance.
- Step 2. If the grievance is not resolved in Step 1, the Association Representative and/or grievant may reduce the grievance to writing and present the grievance to the employee's supervisor for a written answer. The written grievance shall be filed within four (4) working days of the event giving rise to the grievance. It shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be

violated by appropriate reference, shall state the contention of the employee and of the Association with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee. All grievances must be filed at Step 2, in writing, within four (4) working days from the time the event giving rise to the grievance occurred or they will be deemed waived. The supervisor shall give the employee an answer in writing no later than four (4) working days after receipt of the written grievance.

- Step 3. If the grievance is not resolved in Step 2, the Association Representative and/or grievant may, within two (2) working days after the answer in Step 2, or, if no answer is submitted within the above required time, within two (2) working days of the due date of the supervisor's answer, submit a written appeal to the Chief of Police for his written answer. The appeal shall contain the reasons for the appeal and a copy of the original grievance and the supervisor's answer. The Chief of Police shall answer within seven (7) working days. Additional time may be allowed by mutual written agreement of the Chief and the Association Representative.
- Step 4. If the grievance is not resolved in Step 3, the Association Representative and/or the grievant may, within five (5) working days after the answer from the Chief or, if no answer is submitted within the required time, within five (5) working days after such answer is due, appeal to the Director of Labor Relations. The appeal shall be in writing and shall specify the basis of the appeal. The appeal shall have attached to it all prior grievance papers, appeals, and answers. Within fifteen (15) working days after receipt of the appeal, the Director of Labor Relations shall investigate the grievance, and

meet with the aggrieved employee and/or Association Representative.

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

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

involved, and the City. If the parties are unable to agree as to an arbitrator, within ten (10) working days of receipt of the request for arbitration, the services of the American Arbitration Association shall be used in making a selection.

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

Section 5. Costs of Arbitration.

Each party shall pay its own costs of processing grievances through the Grievance and Arbitration Procedures. The fee of the Arbitrator, his travel expenses, and the cost of any room or facilities and the expenses of the arbitration shall be borne equally by the parties. The expense of a stenographer and/or a transcript, if any, shall be borne by the party requesting it, or equally among the parties requesting it, if more than one party requests it. The fees and wages of



representatives, counsel, witnesses, or other persons attending the Hearing on behalf of a party and all other expenses shall be borne by the party incurring the same. Provided, however, the wages of the grievant and the employee Association Representative will be paid for time spent in the Arbitration, if that time is during the employee's regularly scheduled work hours.

Section 6. Finality of Arbitrator's Decision.

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

Section 7. General.

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

1. All claims for back wages shall be limited to the amount of wages 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.

ARTICLE 11

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.

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, re-assigned, 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 up to thirty (30) days. Inactivation may be used by the Department as a period for investigation. During this period, the employee will remain on the payroll and retain all his departmental equipment with the exception of his revolver if it is required for the investigation, in which case it will be replaced with another revolver until the investigation is complete. In no way shall inactivation be construed to be punishment for the employee. The Department may, at its discretion, reassign an officer instead of taking one of the actions described above until the investigation is complete. 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. Suspensions shall be limited to thirty (30) working days unless agreed otherwise by the parties.

### Section 4. Reports.

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

## ARTICLE 12

### SENIORITY

#### Section 1. Definitions.

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

(b) Total Seniority: For purposes of this agreement, total seniority shall be defined as the length of continuous employment in the City's service and shall be used in computing vacation leave, pension credits, sick leave, pay level and longevity.

(c) Departmental Seniority: For purposes of this agreement, departmental seniority shall be defined as the length of continuous employment as a sworn officer with the City's Police Department since the employee's last permanent hiring date.

Section 2. Loss of Seniority.

An employee shall lose his seniority for the following reasons:

- (a) He quits or retires.
- (b) He is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
- (c) He fails to report for work within five 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 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's producing convincing proof of his/her inability to give such notice.

- (f) The employee fails to return from a leave of absence, vacation, sick leave, or suspension at the designated time. This shall be treated in the same manner as (e) above.

## ARTICLE 13

### WORK TIME AND PAY PERIODS

#### Section 1. Regular Pay Period.

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 following Saturday. Such period is for two (2) weeks duration or eighty (80) working hours.

#### Section 2. Pay Days.

The pay days shall be alternating Thursdays. Employees working during the daytime shall be paid as near to 2:00 p.m. as possible. Employees working after 2:00 p.m. shall be paid at the beginning of their shift.

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 weeks prior to the Sunday preceeding the pay day.

Advance checks will be granted according to the rules and regulations as issued and amended by the Director of Finance, effective March 1, 1976.

## ARTICLE 14

### WAGES, COST OF LIVING AND CLOTHING ALLOWANCE

#### 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.

Section 2.

First Year - 80-81

During the period July 1, 1980, to and including June 30, 1981, there shall be four quarterly cost of living adjustments. The first adjustment shall take place on the payroll period beginning August 17, 1980, and shall cover the quarter ending June 30, 1980 and shall be paid on straight time hours paid for the payroll periods between March 23, 1980 and June 28, 1980. Said cost of living adjustment shall then be folded into the annual wage for this quarter in such a manner as to result in an adjustment of the base annual wages effective August 17, 1980, as set forth in "Appendix A".

Thereafter, during the period July 1, 1980 to June 30, 1981, there shall be three additional quarterly cost-of-living adjustments referred to as the second, third and fourth adjustments or payments respectively. Each adjustment shall be paid quarterly at the rate of one cent (\$.01) per hour for each four tenths (.4) rise in the Consumer Price Index above the previous quarter. The CPI shall be the U. S. Department of Labor BLS 1967 Consumer Price Index, All Cities.

The second payment shall cover the quarter ending September 30, 1980, and shall be paid on the straight time hours paid for the quarter not to exceed 520 hours.

Said cost of living adjustment shall then be folded into the annual wage for this quarter in such a manner as to result in an adjustment of the base annual wages effective November 23, 1980, as set forth in "Appendix A".

The third payment shall cover the quarter ending December 31, 1980 and shall be paid on the straight time hours paid for the quarter not to exceed 520 hours.

Said cost of living adjustment shall then be folded into the annual wage for this quarter in such a manner as to result in an adjustment of the base annual wages effective March 1, 1981, as set forth in "Appendix A".

The fourth payment shall cover the quarter ending March 30, 1981 and shall be paid on the straight time hours paid for the quarter not to exceed 520 hours. There shall be no fold-in as a result of this COLA payment.

Cost of living adjustments shall be paid only to those Employees with three (3) months service immediately prior to the end of the quarter for which payment is made and on the payroll

at the time payment is made. "On the payroll" is defined as receiving a check for the payroll period in question.

### Second Year - 81-82

A cost of living adjustment, using as an index base the U. S. Department of Labor BLS 1967 Consumer Price Index, All Cities, shall be paid quarterly at the rate of one cent (\$.01) per hour for each four tenths (.4) rise in the CPI above the previous quarter.

The first payment shall cover the quarter ending June 30, 1981 and shall be paid on the straight time hours paid for said quarter to a maximum of 520 hours. The second payment shall cover the quarter ending September 30, 1981; the third payment shall cover the quarter ending December 31, 1981; the fourth payment shall cover the quarter ending March 30, 1982.

Cost of living adjustments shall be paid only to those Employees with three (3) months service immediately prior to the end of the quarter for which payment is made and on the payroll at the time payment is made. "On the payroll" is defined as receiving a check for the payroll period in question.

Payments shall be made on a separate check not later than the second payroll period following receipt of the CPI, and shall be folded into the hourly base rate of that payroll period.

The sum total of the four quarters in the second year, as it relates to fold in, shall not exceed \$.40.

In the event that the CPI referred to above is no longer available, a new index will be negotiated between the parties.

### Third Year - 82-83

During the period July 1, 1982, to and including June 30, 1983, there shall be four quarterly cost of living adjustments.

Each adjustment shall be paid quarterly at the rate of one cent (\$.01) per hour for each four tenths (.4) rise in the Consumer Price Index above the previous quarter.

Each quarterly payment shall be made as an adjustment to the regular paycheck not later than the second payroll period following receipt of the CPI for the quarter.

The first quarterly payment shall cover the quarter ending June 30, 1982, and shall be paid on the straight time hours paid for the quarter not to exceed 520 hours.

The second, third and fourth payments shall cover the next three quarters respectively and shall be paid on the straight time hours paid for the respective quarters not to exceed 520 hours per quarter.

Cost of living adjustments shall be paid only to those Employees with three (3) months service immediately prior to the end of the quarter for which payment is made and on the payroll at the time payment is made. "On the payroll" is defined as receiving a check for the payroll period in question.

The Consumer Price Index to be used is the U. S. Department of Labor BLS 1967 Consumer Price Index, All Cities. In the event this CPI is no longer available, a new index will be negotiated between the parties.

There shall be no fold-in of the cost of living payments made during the period July 1, 1982, to and including June 30, 1983, nor shall there be any further cost of living payments after the fourth adjustment made for the quarter ending March 30, 1983. The question of fold-in and further cost of living adjustments shall be the subject of negotiations between the parties in the successor collective bargaining agreement.

### Section 3.

All Lieutenants required to wear civilian clothing shall receive a \$320 clothing allowance per annum to be paid in equal quarterly installments subsequent to the quarter earned.

## ARTICLE 15

### SHIFT PREMIUM

The hourly rate of any employee regularly assigned to work in which the majority of his/her working hours between 4:00 p.m.



on the day and 8:00 a.m. of the following day, shall be 6.5% greater than the base rate in the Appendix "A" of this agreement as applicable to that employee. This shift premium is to be computed in the rate for holiday pay.

## ARTICLE 16

### OVERTIME AND OVERTIME PAY

#### Section 1. Definition of Overtime.

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

#### Section 2. Overtime Pay.

Except as provided elsewhere in this Agreement, compensation for overtime shall be computed at one and one-half (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 shall not be paid for the same hours worked.

#### Section 3. Rescheduling.

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

#### Section 4. Computation of Benefits.

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

Section 5. Scheduled Overtime.

Scheduled overtime is to be equalized as much as possible within the following bureaus: Criminal Investigations, Juvenile, Special Operations, Patrol, Staff Services Bureaus. Failure of the Employee to respond when called for overtime work will be charged as if worked.

Section 6. Call In

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

ARTICLE 17

STAND BY

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

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

ARTICLE 18

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/her normal rate of pay for a minimum of three (3) hours. For purposes of this Article, 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.

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 (1-1/2) his/ her normal rate of pay only for the time actually worked before or after the Employee's scheduled work shift.

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.

## ARTICLE 19

### HOLIDAYS

#### Section 1. Holiday Observance.

The following days shall be designated as holidays:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

#### Second Year - 81-82

Easter Sunday

#### Third Year - 82-83

Christmas Eve

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 with any annual leave time.

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

### Section 3. Duplication of Holiday Benefits.

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

## ARTICLE 20

### ANNUAL LEAVE

#### Section 1. Accrual of Annual Leave.

Annual leave shall be computed and accrued on the basis of each payroll period that an Employee has at least seventy-two (72) hours of straight time pay. If an Employee has more than forty (40) hours of straight time in a payroll period but less than seventy-two (72) hours, the Employee shall accrue one-half (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:

Effective 7-1-77:

<u>Years of City Seniority</u>	<u>Hours Accrued Per Payroll Period</u>	<u>Maximum Accumulated Hours</u>	<u>For Employees Hired After 1/1/78 Maximum Hours</u>
Less than 6	6.5	427	258
6 thru 15	8.0	544	336
16 and over	9.6	688.8	419.2

Effective 7-1-78:

Less than 6	6.5	427	258
6 thru 10	8.0	544	336
11 thru 15	9.6	668.8	419.2
16 and over	10.2	716.8	476.2

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

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

Section 2. Use of Annual Leave.

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

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

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

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

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

### Section 3. Vacation Schedules.

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

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

## ARTICLE 21

### INJURIES OR ILLNESSES 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 for treatment by or under the supervision of a City appointed physician, provided the City pay 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 Workmen's Compensation Statute. If the Safety Coordinator determines that an injury or illness within the meaning of the Workmen's 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 Workmen's Compensation Statute was not sustained, the employee may appeal to the Bureau of Workmen's 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 that 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 Workmen's Compensation and his regular rate of pay for 130 working days; or
- (b) An amount sufficient to make up the difference between what is paid by Workmen's Compensation and 80% of his regular rate of pay for 260 working days. The employee must make election in writing immediately upon said employee's being notified by a physician that it will be necessary for said employee to be off work for a job related injury or illness. If said employee does not make an election at the proper time, said employee shall be deemed to have elected option (a) above.

### Section 4. Rehabilitation.

If, in the opinion of the City Disability Examiner, the employee will, at some time in the future, be rehabilitated



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

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

Where a difference in opinion exists between the City Disability Examiner and the Employee's private physician as to the ability of the employee to return to regular or light duty work, a third independent opinion will be obtained from a physician chosen by the employee's doctor and the City Disability Examiner. If the third physician cannot be mutually agreed upon within 5 working days of a written request for same, a doctor shall be chosen by the Genesee Medical Corporation 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 cost of the third physician will be shared equally by the City and the Employee. The opinion of this physician shall be final and shall not be subject to the grievance procedure.

## ARTICLE 22

### SICK LEAVE

#### Section 1. Accrual.

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

Section 2. Use.

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

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

Employees shall work for the City 1040 hours but not less than six (6) months, before such leave may be utilized. Upon completion of this initial term of employment, accrual and accumulation of sick leave shall be credited to the Employee as of date of employment.

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

Where an Employee finds that he will be unable to report for work due to illness, injury or other conditions relative to his health, such Employee shall notify the appropriate supervisor within one-half hour prior to the Employee's scheduled starting time. Subsequent to making such notice, said Employee shall confine himself to his place of residence during those hours he would normally be on duty unless such illness does not normally require confinement at one's residence or unless directed otherwise by a licensed

physician and in such event said Employee shall notify the appropriate supervisor of the physician's direction. Provided further, on notifying the appropriate supervisor of the need for medication or the services of a physician, an Employee shall be allowed to leave his residence to seek such service for a period of time reasonable to the situation and surrounding circumstances.

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

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

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

In accordance with the 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. Involuntary Leave.

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

Section 4. Injury or Illness During the Course of Employment.

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

Section 5. Retirement.

Any Employee who retires from the City of Flint as provided in the Retirement Ordinance shall be compensated in cash for any accumulated unused sick leave up to 480 hours plus one-half pay for each hour of unused sick leave in excess of 960 hours. Provided, however, for any Employee hired after January 1, 1978, said sick leave shall be paid after the Employee retires (within 60 days) and shall not be included as part of the Employee's final average compensation for the purpose of computing retirement benefits.

Section 6. Death.

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

Section 7. Balances.

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

ARTICLE 23

LEAVES OF ABSENCE

Section 1. Educational Leave.

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

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

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

(a). Long-Term Educational Leave.

The employee requesting educational leave, upon indicating an intention to return to duty with the City of Flint at the expiration of the requested leave, may be granted a long term educational leave for a period up to twenty-six (26) pay periods. An employee on long term educational leave may apply for reinstatement to the service prior to the expiration of said leave. Such employee shall be placed at the top of the list to fill the first open position of any classification he/she previously held, and shall remain on this list for a period of twenty-six (26) pay periods following expiration of said leave.

(b). Short-term Educational Leave.

The employee requesting educational leave, upon indicating an intention to return to duty with the City may be granted a short term educational leave for a period of up to one (1) scholastic term or eight (8) pay periods, whichever is shorter, without loss of seniority or accrued benefits.

Providing that the employee is immediately available upon the expiration of the short-term educational leave to be placed in a position within the classification from which he/she vacated for the short-term educational leave and subject to the other terms of this agreement the employee shall be placed in a position within the classification from which he/she vacated for the short-term educational leave.

Section 2. Funeral Leave.

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

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

### Section 3. Family Illness.

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

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

Family illness leave will be granted for a maximum of 26 pay periods for illnesses of any one family member whether or not such leave is taken continuously or on separate occasions. Each day of this leave will be considered one-fourteenth of a pay period and will be figured in to compute a total of 26 pay periods.

### Section 4. Health Leave.

An employee with at least 26 consecutive pay periods 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 13 consecutive pay periods. A written request for such leave must be submitted six months or as soon as possible prior to the start of the leave.

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

#### ARTICLE 24

##### MILITARY RESERVE LEAVE

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



Chief of Police with a letter from the Commanding Officer showing the period of active duty and the allowance made by the State of Michigan or other governmental authority for such service.

It shall be the duty of the Chief of Police to forward such letter to the Director of Finance.

## ARTICLE 25

### VETERANS RIGHTS & BENEFITS

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

## ARTICLE 26

### RETIREMENT

#### Section 1. General.

An employee shall be allowed to retire voluntarily with pension benefits at twenty-three 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 of his employment with the City last terminates. The multiplier will be 2.4% per year.

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 Article 22, Section 4.

An employee who retires with pension benefits shall receive Blue Cross/Blue Shield for himself/herself and his/her dependent: Medical & Hospitalization Insurance, MVF-2 with prescription rider (\$2.00 co-pay) and Master Medical except that when said employee reaches age 65, the employee shall receive Blue Cross/Blue Shield Complimentary Coverage, Age 65.

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-2 with prescription rider (\$2.00 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.

An employee may take a deferred retirement after completion of 15 years credited service. Such deferred retirement shall be paid in accordance with Section 35-25 of the City of Flint ordinance, number 2496, as amended 5-19-75 effective 5-26-76.

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 2.

Within thirty (30) days following the later of ratification of this collective bargaining agreement, or the date the member attains the rank of Police Lieutenant, a Police Lieutenant may elect the option of voluntary withdrawal of his own accumulated contributions. Failure to elect this option within the specified time will preclude withdrawal of his own accumulated contributions upon retirement. A member who elects this option shall immediately thereafter have his contribution to the retirement system increased from 6% to 10% of the compensation paid him by the City. A member who has elected this option may at time of application for retirement choose to have 25%, 50%, 75% or 100% of his accumulated contributions returned in a single payment. The member's pension shall then be reduced by the actuarial equivalent of the accumulated contributions withdrawn as determined by the City's actuaries. The accumulated contributions for the member in the employee's savings fund shall be reduced by the amount of the single payment.

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

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

### Section 3.

Any full-time Employee presently employed in the position of Police Lieutenant may, on a one-time only basis, prior to January 1, 1982, elect to receive credit, for retirement purposes only, for time served in the armed forces of the United States on active duty for other than training purposes, and for which he received an honorable discharge. The maximum amount of military service for which he may receive credit is thirty (30) months and such credit shall be given only upon payment to the retirement system of a contribution computed in the following manner: induction rate for patrolman in effect at the time of making the election multiplied by the existing contribution rate, multiplied by the number of years of military service, with interest at the rate established by the Director of Finance, computed from date of hire.

Said contribution shall be made in one installment, payable not later than five (5) years from date of election, but in no event less than the date of application for retirement. No credit shall be granted for any military service for which the applicant is receiving a pension or which has been used in establishing entitlement to a pension from any other source.

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

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

In the event an Employee does not deposit the contribution required hereunder at the time of making the election, the contribution shall be increased  $\frac{3}{4}$  of 1% per month from the date of election to the date of payment.

## ARTICLE 27

### HOSPITALIZATION INSURANCE

The City shall provide to each employee Michigan Blue Cross/Blue Shield Medical and Hospitalization Insurance, MVF-2 with prescription rider (\$2.00 co-pay) and Master Medical, fully paid at semi-private rates. Such insurance shall begin per terms of the "New Hire Agreement" as entered into between the City of Flint and Michigan Blue Cross/Blue Shield as per past practice.

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

Effective in 1981 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 October, November and December 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.

## ARTICLE 28

### LIFE INSURANCE

The City agrees that, for the duration of this Agreement, it will pay the premiums to furnish \$15,000 of group life insurance and \$15,000 accidental death insurance for full-time employees.

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

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

## ARTICLE 29

### DENTAL INSURANCE

Effective January 1, 1979, 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 shall be comparable to and equal in benefits to the existing so-called UAW-GM Dental Plan in existence in the Flint area. Said benefits shall be as specified in the insurance agreement between the City and the Carrier and shall be subject to the other provisions specified in Article 30 - Insurance Coverage. Coverage shall become effective on the first day of the month following the employee's obtaining six consecutive months of employment 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 30

### INSURANCE COVERAGE

Notwithstanding the provisions contained within the article on life insurance, during the term of this Agreement, the City shall have the right to select the insurance carrier(s), to select the insurance policy or policies, to change carriers, and to become self-insured provided there is no reduction in the benefits currently provided; and provided further that the City investigate the financial soundness of the insurance carrier prior to contracting with said carrier. The health and dental insurance benefits provided in this Agreement shall be by the

way of a fringe benefit with no cash reimbursement for those employees who do not qualify. These benefits shall be subject to the terms and conditions specified in the City's group insurance policy or policies and any claim settlement between the employee and the respective insurance carrier(s) shall not be the basis of a grievance or subject to arbitration. The City, by payment of the premium payments required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefits provided by the insurance 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 City or the Association nor shall such failure be considered a breach by either of them of any obligation under this Agreement. Eligibility, coverage, and benefits under any insurance plan are subject to the terms and conditions, including any waiting period or other time limits, contained in the contracts between the City and the carrier(s).

#### ARTICLE 31

##### EMPLOYEE DEATH

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

#### ARTICLE 32

##### TEMPORARY ASSIGNMENTS

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

## ARTICLE 33

### PERSONNEL DEPARTMENT FILES

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 action forms, probationary period performance report, test results, letters of commendation and records of all previous and current formally administered disciplinary actions and the charges for such actions.

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

## ARTICLE 34

### PERSONNEL EXAMINATIONS

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

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

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

#### ARTICLE 35

##### PROMOTIONS

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

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

The position of Deputy Chief will remain a classified position subject to and under the rules and regulations of Civil Service. Similarly, if position of Captain is again activated, it would be a classified position subject to and under the rules and regulations of Civil Service. Under the specifications being adopted for the position of Deputy Chief, the minimum entrance requirements require at least six (6) years experience on the Flint Police Department immediately prior to the deadline for filing, the last year of which must have been in the rank of Lieutenant.

#### ARTICLE 36

##### POLICE DEPARTMENT PERSONNEL FILE

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

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



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

## ARTICLE 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. 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

### RESIDENCY

All Flint Police Department members hired after July 1, 1973, shall, as a condition of their employment, maintain residence within the boundaries of the City of Flint.

All Flint Police Department members hired prior to July 1, 1973, shall abide by residence restrictions imposed by Departmental policy prior to July 1, 1973, i.e., fifteen (15) mile radius from City Hall Complex and/or within Genesee County.

## ARTICLE 39

### EMERGENCIES

#### Section 1.

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

#### Section 2.

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

#### Section 3.

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

## ARTICLE 40

### PERSONAL PROPERTY REIMBURSEMENT

Employee claims for personal property damaged or lost on the job will be reimbursed upon approval of the Chief Legal Officer and the Mayor in accordance with procedure established by the City. Personal property damaged or lost

while in performance of duty shall be replaced or repaired up to a value of and not exceeding \$250.00 per item. It is understood that this Article will be administered, as follows:

1. Employee will not be reimbursed for damage due to his or her own negligence.
2. Damage to cosmetic jewelry will not be reimbursed.
3. Employees will be reimbursed for watches and bands up to \$75.00. Expensive watches should not be worn for hazardous duty.
4. Repairs to or replacement of glasses limited to safety glasses.
5. For purposes of this Article, clothing will be considered personal property.
6. All reimbursements will be subject to pro rata depreciation.

#### ARTICLE 41

##### LAYOFF AND RECALL

##### Section 1. Procedure.

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

(a) Provisional employees within the affected classification within the department will be laid off first.

(b) Probationary employees within the affected classification within the department will be laid off next.

(c) Thereafter, permanent employees within the affected classification within the department will be laid off according to classification seniority and, for these employees who have been reduced to Lieutenant 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 "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 §2(c) of the "Seniority" Article, failure to report to work within five (5) days will be considered a voluntary quit.

ARTICLE 42

UNEMPLOYMENT COMPENSATION

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

ARTICLE 43

MEDICAL EXAMS

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

## ARTICLE 44

### SCHEDULING

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

## ARTICLE 45

### WORK RULES

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

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

## ARTICLE 46

### 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 47

### SEPARABILITY AND SAVINGS CLAUSE

If any Article, Section, or Appendix of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of 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 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 by any tribunal of competent jurisdiction as set forth above, the parties shall enter into negotiations, if appropriate, with regard to replacement of the subject matter of the provision held invalid.

## ARTICLE 48

### 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 Association, 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.

No agreement or understanding contrary to this collective bargaining Agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions

contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreement, understandings, practices and arrangements heretofore existing.

ARTICLE 49

DURATION OF AGREEMENT

This Agreement shall be effective for the period July 1, 1980 through June 30, 1983, and shall continue thereafter for successive periods of one (1) year, unless either party shall at least ninety (90) days prior to June 30, 1983 serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate, change, or any combination thereof shall have the effect of terminating the entire Agreement on the expiration date unless subjects proposed as amendments have been disposed of or withdrawn prior to the expiration date.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement on the date herein written. Dated at Flint, Michigan, this 29<sup>th</sup> day of October, 1982.

For the City:

Thomas Bugbee  
Anthony Blumowski

For the Union:

St. William J. Daulton

PERSONNEL OFFICE  
JULY 1, 1981

POLICE LIEUTENANTS  
COMPENSATION SCHEDULES

7-1-80 (1-1-80 rates + \$.24 per Contract Settlement)

OCCUPATIONAL LEVEL	BASE	5th Year	11th thru 15th Year	16th thru 20th Year	21st Year and Over
P25	A	\$28729	\$29239	\$29754	\$30457
	B	1104.96	1124.56	1144.40	1171.44
	H	13.812	14.057	14.305	14.643

8-17-80 (7-1-80 rates + \$.19 COLA)

P25	A	\$29124	\$29634	\$30150	\$30853
	B	1120.16	1139.76	1159.60	1186.64
	H	14.002	14.247	14.495	14.833

11-23-80 (8-17-80 rates + \$.10 COLA)

P25	A	\$29332	\$29842	\$30358	\$31061
	B	1126.16	1147.76	1167.60	1194.64
	H	14.102	14.347	14.595	14.933

3-1-81 (11-23-80 rates + \$.17 COLA)

P25	A	\$29686	\$30195	\$30711	\$31414
	B	1141.76	1161.36	1181.20	1208.24
	H	14.272	14.517	14.765	15.103

7-1-81 (3-1-81 rates + 2.32% per Contract Settlement)

P25	A	\$30374	\$30896	\$31425	\$32142
	B	1168.24	1188.32	1208.64	1236.24
	H	14.603	14.854	15.108	15.453



PERSONNEL OFFICE  
July 1, 1981

POLICE LIEUTENANTS  
COMPENSATION SCHEDULES

<u>8-30-81 (7-1-81 rates + \$.15 COLA)</u>		<u>11-22-81 (8-30-81 rates +\$395.20 COLA to annual rate)</u>		<u>2-21-82 (11-22-81 rates + \$124.80 COLA to annual rate)</u>		<u>7-4-82 (7-1-81 rates + 5.72% per Contract Settlement)</u>	
<u>OCCUPATIONAL LEVEL</u>	<u>BASE</u>	<u>5th Year</u>	<u>11th thru 15th year</u>	<u>16th thru 20th year</u>	<u>21st year and over</u>		
P25	A	\$30686	\$31208	\$31737	\$32454		
	B	1180.24	1200.32	1220.64	1248.24		
	H	14.753	15.004	15.258	15.603		
P25	A	\$31081.20	\$31603.20	\$32132.20	\$32849.20		
	B	1195.44	1215.52	1235.84	1263.44		
	H	14.943	15.194	15.448	15.793		
P25	A	\$31206	\$31728	\$32257	\$32974		
	B	1200.24	1220.32	1240.64	1268.24		
	H	15.003	15.254	15.508	15.853		
P25	A	\$32111	\$32664	\$33222	\$33981		
	B	1235.04	1256.32	1277.76	1306.96		
	H	15.438	15.704	15.972	16.337		

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

AWARD

- WHEREAS, the City of Flint, hereinafter the "City" and the Flint Lieutenants Association hereinafter the "Association" have been in negotiations for a new agreement to succeed their previous agreement which covered the period July 1, 1980, through June 30, 1983.
- WHEREAS, the Association has applied for Act 312 arbitration,
- WHEREAS, the undersigned was appointed as the arbitrator,
- WHEREAS, after several preliminary meetings, the undersigned referred the matter back to mediation,
- WHEREAS, further mediation and negotiations were conducted,
- WHEREAS, the parties have again met with the arbitrator in a further attempt to limit the issues,
- WHEREAS, there are two pending grievances relative to increased work loads and the need for inequity adjustments, which have been submitted to grievance arbitration which also have a bearing on the issues before the panel,
- WHEREAS, it is the desire of the parties to settle the pending grievance arbitration and to settle a number of the issues before the panel.

The panel issues the following stipulated interim award:

1. Add a new Article \_\_\_\_, Weapons Proficiency - Same as Sgts. - to wit: "Effective the first full non-pay week in December of each year, and retroactive to December of 1983, 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)."
2. The attached salary schedule which takes into account claims for increased work load shall be implemented and grievance LT-02-84 and LT-03-84 shall be withdrawn. Said schedule shall be retroactive as indicated for all hours paid for all employees on the payroll the date of this interim award.
3. The position of Captain shall be established by the City, and included in the unit as a bargaining unit position. The January 1, 1985 pay rate for the Captain position shall be 108.00% of the January 1, 1985 Lieutenant rate.

6/30/86

Flint, Michigan  
Seymour

In view of the establishment of the Captain position, the last paragraph of Article 35, is deleted. The following provisions shall then be added to Article 35:

Section 1. The promotional lists for Captains and Deputy Chiefs 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 S 1608, et seq.

Section 3. For promotion to the rank of Captain, should the City find it appropriate, the City shall have the right to maintain two separate promotional lists, one consisting of minorities, as defined by Federal Law, and one of non-minorities, made up of those lieutenants who have successfully passed the promotional examination for captain. Until such time as the number of minority Captains in the police department reach 30% (rounded to the nearest whole number e.g. 1.49 to 1 and 1.50 to 2) may be made on the basis of one minority to one non-minority.

After the purpose of Section 3 has been satisfied, the promotional list shall be combined on the basis of the test scores and thereafter candidates for promotions shall be selected from the then current eligibility list.

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

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

Section 6. Require one year in rank of Lieutenant to be eligible for either Captain or Deputy Chief position.

4. Article 15 - Shift Premium - Same as Sgts., to wit: Effective beginning of the payroll period following implementation of this interim award, increase the shift premium for the third shift from 6.5% to 7% modifying the previous language to read as follows:

"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."

5. Article 19 - Annual Leave - Same as Sgts., to wit, modify Article 19 to read: January 1, 1985, annual leave shall be adjusted in accordance with the following:

<u>Years of City Seniority</u>	<u>Hours Accrued Per Payroll Period</u>
Less than six	6.8
Six through ten	8.3
Eleven through fifteen	9.9
Sixteen and over	10.5

6. Article \_\_\_, Court Time, Same as Sgts, to wit:
- Clarify that "normal rate of pay" includes shift premium for purposes of this article.
  - Add a letter covering payment to retired officers who are required by the City to return to testify in pending cases said pay to be at straight time rates and not computed in FAC or considered compensation under the relevant ordinances.
7. Retirement - Same as Sgts. on pop-up annuity withdrawal, 20 year service, and military buyback. See attached.
8. Effective January 1, 1986, change the Blue Cross/Blue Shield prescription drug to \$3.00 deductible, generic drugs.
9. Tuition Reimbursement - Same as Sgts. effective July 1, 1985. See attached.
10. Rule changes per the attached, effective immediately including the right to require blood test or urine analysis with failure to take such test grounds for discharge, and deletion of the last sentence in Section 3 of Article 11.
11. All other items shall be pursuant to the old agreement except that the issue of economics for the third year, and the promotional issue regarding a rule of 3 or a rule of 1 after affirmative action goals have been met in the Captain rank shall remain open issues subject to continued Act 312 proceedings and the panel shall retain jurisdiction on these issues.

FOR THE CITY:

Fred B. Schwarz  
Fred B. Schwarz

FOR THE UNION:

Larry Gregory  
Larry Gregory

ARBITRATOR:

John Emery  
John Emery

1. Add Section 4 - Pop-up - as attached.
2. Letters of Understanding on annuity withdrawal and pop-up as attached.
3. Add as Section 5E: The ordinary death pension under Sec. 25 of the Retirement System shall be changed from 20 years of credited service to 15 years of credited service.
4. Add language on change in retirement board.

Following the last paragraph of Section 3, (Military Buy Back) Article 26, Retirement add:

Upon ratification, 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 employees retirement. Interest shall accrue at a rate of  $\frac{3}{4}$  of 1% per month, and shall be compounded annually on the amount due.

Prior to ~~October 1~~<sup>Dec 30</sup>, 1985, employees who are eligible but have not yet applied for Prior Military Service Credit, shall be allowed to apply. Provided, however, the contribution amount shall be determined as though the employee had applied the last time this option was available to the employee.

Prior to ~~October 1~~<sup>Dec 30</sup>, 1985, employees who have previously applied for military service credit (including those who have actually made the required payment) less than their actual service and less than the 3 year maximum, shall be allowed to apply for the remaining time up to the lowr of the 3 year maximum or actual time in the military. The contribution amount shall be determined as though the employee applied for the additional time in his original application.

Add a new section to Article 26, Retirement that provides:

Section 4. Pop-up--Employees, at the time of retirement, and only at such time, may elect to receive Pension Options "B" "Joint and Survivor Pension" and Pension 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. The change to the straight life form shall be effective the month following the divorce or death.

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

POLICE LIEUTENANTS  
COMPENSATION SCHEDULE

PERSONNEL OFFICE

P6

July 1, 1983

OCCUPATIONAL LEVEL	BASE	July 1, 1983				
		5th Year	11th thru 15th Year	16th thru 20th Year	21st Year and Over	
P23	A	\$33848	\$34431	\$35019	\$35819	
	B	1301.92	1324.32	1346.96	1377.68	
	H	16.274	16.554	16.837	17.221	

January 1, 1984

P23	A	\$33848	\$34431	\$35219	\$36019
	B	1301.92	1324.32	1354.64	1385.36
	H	16.274	16.554	16.933	17.317

July 1, 1984

P23	A	\$35953	\$36572	\$37440	\$38305
	B	1382.88	1406.64	1440.00	1473.28
	H	17.286	17.583	18.000	18.416

January 1, 1985

P23	A	\$35953	\$36572	\$37640	\$38505
	B	1382.88	1406.64	1447.76	1481.04
	H	17.286	17.583	18.097	18.513

LETTER OF UNDERSTANDING

POP-UP OPTION

Employees who have retired from July 1, 1983, through <sup>Nov</sup> July 1, 1985, and who have elected Option B or C, may elect to have their retirement computed under this new provision or may continue to receive Option B or C calculated on the actuarial tables then in effect. Retirants electing to have their pension calculated under this new section shall give written notice to the Retirement Office on or before <sup>Dec 30</sup> September 1, 1985. Monies owed to the City, if any, due to changing to the "pop-up type" option B or C shall be paid by the retirant.

FOR THE UNION

FOR THE CITY

\_\_\_\_\_  
DATED

P7



Section 1. Amount.

The Employer will reimburse an Employee, within the limits of available funds, for tuition expenses up to \$150.00 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 requirement, and

(b) The Employee satisfactorily completes each course.

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 under-graduate work and a "B" or better in graduate work.

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.

LETTER OF UNDERSTANDING

ANNUITY WITHDRAWAL

The parties hereby agree without precedent, for the July 1, 1983, to June 30, 1986, contract only (and thereafter shall not be subject to further negotiation), that eligible employees who have not elected the annuity withdrawal option as provided in Article 26, Retirement may now do so. A member who elects this option shall immediately thereafter have his contribution to the retirement system increased from 6% to 10% of the compensation paid him by the City.

Such election shall be done in writing on the form provided by the City and shall be submitted to the Retirement Office no later than ~~June 29~~ <sup>August 15</sup>, Dec 1, 1985.

P10

FITNESS FOR DUTY

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

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

7/010.4      Enforcement of Departmental Policy. All members of the department are expected to conform with all of the provisions set forth in the Flint Police Manual. The Manual contains general policies, procedural policies, rules and regulations or guidelines which are designed to produce results from members of the department which will accomplish departmental goals in the most efficient and safe method possible.

~~Some of the provisions of the Manual require strict adherence from which there can be no variation. Other provisions represent guidelines within which members are expected to perform.~~ The department strives to encourage conformance with these provisions through the use of disciplinary actions which will best ensure the prevention of future variance from policy by any member subject to such disciplinary action. To this end the following alternative disciplinary actions are to be utilized by the administration of the department against any member found to be performing contrary to, or outside of, the guidelines set forth in the Flint Police Manual. Although these actions may be perceived to be either partially or completely punitive in nature by the person subject to such action, the members of the department responsible for initiation, such action are to bear in mind that the purpose of taking disciplinary action against a member of the department is to correct the condition which produced the misconduct. To this end the following scale of disciplinary alternatives is utilized by the department. Although the scale is progressive in nature, any particular violation may be dealt with by entering the scale at

7/010.4 (Continued)

any level BASED ON THE SERIOUSNESS AND NATURE OF THE OFFENSE AND OTHER APPLICABLE FACTORS. In addition, corrective training may accompany any of the alternatives presented in the scale.

1. Oral reprimand - the oral reprimand shall be given by the supervisor of the employee involved and shall consist of pointing out the misconduct and admonishment of the employee regarding same. The fact that an oral reprimand was made is to be recorded and filed. The officer receiving the oral reprimand shall be required to sign a receipt acknowledging that the oral reprimand has been received. The signing of the receipt by the officer shall not be interpreted as an admission of guilt, but only acknowledging the fact that the officer has been reprimanded. The oral reprimand constitutes the lowest level of disciplinary action used by the department.
2. Written reprimand - the written reprimand shall consist of the statement of misconduct and admonishment in written form. The written reprimand shall also be issued by the supervisor of the employee subject to such reprimand. The member of the department subject to receiving such written reprimand shall be required to sign a receipt for the purpose of indicating that the written reprimand has been received. Such signature shall in no way be interpreted as an admission of guilt. The written reprimand constitutes the second level of discipline administered by the department.
3. Suspension - the suspension shall consist of the removal of the member subject to disciplinary action from active duty without pay. The decision to administer a suspension of the employee shall be made by the Chief of Police or his designate. Suspension may be of from one to twenty-nine days in duration. The suspension constitutes the third level of discipline administered by the department. Suspended sworn personnel are to be relieved of their issued firearms and police identification.
4. Dismissal - dismissal is the permanent removal of the subject from the employ of the department. Dismissal constitutes the fourth and most serious form of disciplinary action administered by the department.

7/010.4 (Continued)

Any time an allegation of misconduct or the possibility of any wrong doing exists which, in the opinion of the Chief of Police, would constitute a detriment to the department, or the community, or both, if such officer or member of the department were to remain on active duty prior to the investigation and sustaining of such allegations or wrong doing, the Chief of Police shall suspend such member from active duty during the investigation. If such charges are not sustained, the suspended member shall immediately be reinstated with back. *pat*

7/010.4-1 Progressive Discipline Scale. At all times in the administration of discipline those persons so involved are to utilize the policy of administering discipline on a progressive basis. The appropriate disciplinary action is to be selected on the basis of the involvement of the employee in prior similar violations. Violations of any of the provisions of the Manual will be considered on the merits of the individual case. The department will strive to enforce the provisions of the Manual equally without regard for the race, sex, religion, or national origin of any member subject to disciplinary action. Violations of procedural policies which have occurred not through the specific intent of the officer to violate the provision, but through the officer's lack of knowledge of the proper procedure to follow, shall be dealt with through the use of reprimands and corrective training only. Intentional violations of any of the provisions of the Manual shall be dealt with through any of the measures provided in this Manual for disciplinary action. Specific rules from which the department demands that there be no variance, are to be enforced according to the following guidelines.

This shall not interfere with 3/003.16



**3/005.6** Dissemination of Information  
First Offense - Oral reprimand to 5 days  
Second Offense - Written reprimand to 10 days  
Third Offense - 11 days to dismissal

**3/005.7a** Intervention  
First Offense - Oral reprimand to 5 days  
Second Offense - Written reprimand to 10 days  
Third Offense - 11 days to dismissal

**3/006.1** Lack of Courtesy  
First Offense - Oral reprimand to 5 days  
Second Offense - Written reprimand to 10 days  
Third Offense - 11 days to dismissal

**3/006.2** Verbal Abuse  
First Offense - Oral reprimand to 5 days  
Second Offense - Written reprimand to 10 days  
Third Offense - 11 days to dismissal

**3/007** RESPECT FOR CONSTITUTIONAL RIGHTS  
ORAL REPRIMAND TO DISMISSAL

**3/007.1** Individual Rights  
First Offense - Oral reprimand to 5 days DISMISSAL  
Second Offense - Written reprimand to 10 days  
Third Offense - 11 days to dismissal

**3/007.2** Public Contact  
First Offense - Oral reprimand to 5 days DISMISSAL  
Second Offense - Written reprimand to 10 days  
Third Offense - 11 days to dismissal

**3/007.3** Treatment of Persons in Custody  
First Offense - Oral reprimand to 5 days DISMISSAL  
Second Offense - Written reprimand to 10 days  
Third Offense - 11 days to dismissal

**3/008.1** General Protection of Public  
First Offense - Oral reprimand to 5 days DISMISSAL  
Second Offense - Written reprimand to 10 days  
Third Offense - 11 days to dismissal

**3/008.1** Excessive Force - Non-deadly  
First Offense - Oral reprimand to 5 days DISMISSAL  
Second Offense - Written reprimand to 10 days  
Third Offense - 11 days to dismissal

**3/008.1** (Blank)

**3/008.2** Use of Force for Protection  
ORAL REPRIMAND TO DISMISSAL

**3/008.3** Use of Force to Effect Arrest  
ORAL REPRIMAND TO DISMISSAL

**3/008.4** (Blank)

# FLINT POLICE FIREARMS POLICY

July 1980

80-3/008

**3/008.1 Protection of the General Public.** Regardless of the nature of a situation requiring the use of force, officers shall remember that their basic responsibility is to protect the public. When it is necessary to use force, precautions must be taken to avoid the injury of innocent by-standers. This is particularly true when discharging a firearm, and officers shall not discharge their firearms if such discharge would subject an innocent by-stander to injury.

**3/008.2 Use of Force.** In a complex urban society, officers are confronted daily with situations where control must be exercised. It is necessary to exercise control to effect lawful arrests and to protect public safety. Control may be achieved through advice, warnings, persuasion, or through the use of force. The use of force by members of the Department is strictly governed. Only when other reasonable alternatives have been exhausted, or would clearly be ineffective under the particular circumstances, may officers resort to the use of force.

**3/008.2 Use of Force for Protection.** Officers are permitted to use whatever force that is reasonable and necessary to protect others or themselves from bodily harm. Officers shall not use more force in any situation than is reasonably necessary under the circumstances. Officers shall not use deadly force for protection except in extreme cases. An officer may use deadly force to protect himself from serious bodily injury. An officer is not permitted to use deadly force to protect himself from assaults not likely to result in serious physical injury. An officer is also authorized, and required to defend another officer, a citizen, or a prisoner who is the victim of life-threatening assault made in the officer's presence.

**3/008.3 Use of Force to Effect Arrest.** Reasonable and necessary force may be used to apprehend, subdue, or restrain a person being arrested. Officers shall not use more force, in any situation, than is reasonable necessary under the circumstances. Deadly force may be used to effect an arrest only in extreme situations in order to protect officers or innocent citizens from bodily harm. Deadly force shall not be used to effect the arrest of a fleeing felon except where the officer has probable cause to believe the person has perpetrated a life threatening assault or a homicide.

**3/008.4 Justification for Use of Deadly Force Limited to Facts Known to Officer** Justification for the user of deadly force must be limited to what reasonably appears to be the facts known or perceived by an officer at the time he decides to shoot. Facts later learned by the officer but unknown to the officer at the time of the incident, no matter how compelling, cannot be considered in determining whether the shooting was justified.

**3/008.5 Firing Warning Shots.** Generally, warning shots should not be fired in an attempt to induce the surrender of a suspect.

**Discharge of Firearm: Reporting.** All police personnel will be required to leave a report upon discharge of a firearm, accidental or otherwise.

Police supervisors shall investigate all firearms discharge accidents where the circumstances surrounding the discharge show a possibility of damage to property or violation of Department Rules and will leave a report of their findings.

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77-3/007

Respect for Constitutional Rights.

No person has a constitutional right to violate the law; neither may any person be deprived of his constitutional rights merely because he is suspected of having committed a crime. The task of determining the constitutionality of statutes lies with the courts, not with an officer who seeks to properly enforce the law as it exists. Therefore, an officer may enforce any federal, state, or local statute which is valid on its face without fear of abrogating the constitutional rights of the person violating that statute. An officer who lawfully acts within the scope of his authority does not deprive persons of their civil liberties. He may within the scope of his authority make reasonable inquiries, conduct investigation, and arrest on probable cause. However, when an officer exceeds his authority by unreasonable conduct, he violates the sanctity of the law which he is sworn to uphold.

P/S

37007.3

Treatment of Persons in Custody. Officers shall

not mistreat persons who are in their custody. Officers shall handle such persons in accordance with the law and established departmental procedures. Officers shall not detain prisoners for longer than is necessary.

3/007.1

Individual Rights. All citizens are guaranteed protection against unlawful arrests, searches, and seizures. The Department requires its personnel to uphold these rights. Arrests, searches, and seizures shall be made and conducted in accordance with established Department procedure.

3/007.2

Contact with the Public.

At all times, members of the Department are to refrain from displays of prejudice or bias against groups or individuals. Every human being is due a certain amount of respect. Actions, words, and conduct of Department personnel shall reflect all persons their due respect.