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12/31/86

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LABOR AND INDUSTRIAL  
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AGREEMENT BETWEEN  
CHARTER TOWNSHIP OF FLINT, GENESEE COUNTY, MICHIGAN  
AND  
THE STATE LODGE OF MICHIGAN  
FRATERNAL ORDER OF POLICE  
LABOR COUNCIL

1/1/85-12/31/86  
( Patrol )

Flint Township

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AGREEMENT

This agreement made and entered into this 4th day of NOVEMBER, 1985, between the Charter Township of Flint, hereinafter referred to as the "Township" and the State Lodge of Michigan, Fraternal Order of Police, Labor Council, hereinafter referred to as the "Union".

ARTICLE 1 - RECOGNITION

SECTION 1. The Township recognizes the Union as the exclusive representative of all employees classified as police officers for the purpose of collective bargaining with respect to rates of pay, wages, or other conditions of employment, subject to and in accordance with the statutes of the State of Michigan, rules of the Civil Service Commission, Public Act 78 of the Public Acts of 1935, as amended.

SECTION 2. The filling of positions, vacancies filled by promotions, removal or suspension and reduction in force shall be in conformity with the provisions of Public Act 78 of the Public Acts of 1935 as amended. Where a conflict between this labor agreement and Act 78 arises, Act 78 shall prevail.

ARTICLE 2 - TOWNSHIP RESPONSIBILITIES AND RIGHTS

The Union recognizes that the Township has the responsibility and the authority to manage and direct on behalf of the public, all the operations and activities of the Township, to the full extent provided by law, limited only by the specific and express terms of this agreement.

ARTICLE 3 - GRIEVANCE PROCEDURE

DEFINITION OF A GRIEVANCE

A grievance is defined as a disagreement arising under and during the term of this agreement, concerning the interpretation and application of the provisions of this agreement and/or the Charter Township of Flint Police Department Rules and Regulations.

GRIEVANCE PROCEDURE

STEP 1

SECTION 1. A grievance must be submitted verbally to the Chief of Police or his designee within seven (7) calendar days of the occurrence of the condition(s) giving rise to the grievance, or within seven (7) calendar days of the date the employee should reasonably have become aware of the conditions given rise to the grievance, whichever is later, in order for the matter to be considered grievable under this agreement.

SECTION 2. The Chief of Police or his designee shall provide a written answer to the grievant and the steward within five (5) calendar days.

In the event the written answer of the Chief of Police or his designee is unacceptable to the grievant, the grievance may be appealed in writing to the next higher step of this procedure. Any grievance not appealed within five (5) calendar days after such answer shall be considered as dropped.

STEP 2

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

SECTION 2. The grievance shall be submitted on forms provided by the Union, dated and signed by the aggrieved employee(s) and shall set forth the facts, date, and provisions of the agreement that are alleged to have been violated and the remedy desired. At the time the grievance is received, the Township Supervisor or his designee shall sign and date a copy which shall be returned to the grievant or the steward.

Within ten (10) calendar days of the receipt of the grievance, the Township Supervisor shall set a mutually agreed date and time to hold a meeting with the grievant. The grievant may be represented by either steward and/or a Fraternal Order of Police Labor Council Representative. Representation of the employer and the Union shall not exceed two (2) each, not including the grievant.

Within seven (7) calendar days following the conclusion of the meeting, the Township Supervisor or his designee shall provide grievant and his representative with a written disposition of the grievance.

STEP 3

SECTION 1. In the event of an unsatisfactory decision, the Union Representative may submit the grievance to arbitration

within fifteen (15) calendar days following the conclusion of the Step 2 answer. Written notice to the employer shall constitute a request for arbitration.

The employer and the Union shall within seven (7) calendar days after notice of arbitration has been given, attempt to select an impartial arbitrator whose decision shall be final and binding upon the parties. If the parties cannot agree upon an arbitrator within seven (7) days after written notification of intent to arbitrate is given, the Michigan Employment Relations Commission (MERC) shall be requested by either or both parties to provide a list of five (5) prospective arbitrators, pursuant to its rules then in effect. Each party to this agreement shall then have the right to strike from the list of five (5) prospective arbitrators two (2) names. The prospective arbitrator or arbitrators so remaining after each party has stricken two (2) names shall be the arbitrator, in the event that two (2) names remain, the parties by blind lot shall select the arbitrator from the names so remaining.

The rules of the American Arbitration Association shall apply to all arbitration hearings. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony or arguments, and the submission of briefs if requested. The decision of the arbitrator will be final and binding on all parties, and the judgment therein may be entered in any court of competent jurisdiction.



Fees and authorized expenses of the arbitrator shall be shared equally by the employer and the Union.

The arbitrator shall have no authority to add to or to subtract from, alter, change, or modify any of the provisions of this agreement.

The arbitrator may make no award which provides the employee compensation greater than would have resulted if there had been no violation.

SECTION 2. RESTITUTION/REINSTATEMENT. Should a decision be rendered at any step of the grievance procedure that the employee was unjustly discharged, demoted, suspended without reasonable and just cause, the employer agrees to reinstate the employee to the employee's former position in effect on the day of discharge, demotion, or suspension. Computation for any back wages or benefits for suspension or discharge in excess of thirty (30) days must include offsets for unemployment insurance, workmen's compensation and benefits received other than Township employment wages earned with other employers during the period.

Failure of the grievant to appeal the decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further action or appeal. The grievance shall be allowed if the employer fails to render a decision on a grievance within the specified time limits.

Steps of the grievance may be waived upon consent of the parties. The grievant may withdraw a grievance at any step of



the procedure. The grievance so withdrawn shall not be reinstated. Time limits herein provided for may be extended upon written consent of the parties. Time limits shall exclude Saturday, Sunday and holidays.

#### ARTICLE 4 - DISCIPLINE AND DISCHARGE

SECTION 1.(A) Any employee who is to be disciplined other than by verbal reprimand will be furnished a written statement describing the misconduct for which he is to be disciplined. In the case of suspension or discharge, the extent or period of the discipline will be noted. No employee shall be removed, disciplined, discharged, reduced in rank or pay or suspended, except for just cause and in no event until he shall have been furnished with the aforementioned written statement of the charges and the reasons for such actions.

(B) Administrative Leave. If an employee is relieved from duty due to his actions which are under investigation, the employee shall receive his/her regular pay and full contract benefits during such investigation period.

The employer shall furnish the employee a written status report of the investigation weekly, such report shall be signed by the Chief of Police or in his absence his designee.

SECTION 2. The employee will be allowed to discuss said disciplinary action with his steward and/or the Labor Council

Representative, if requested, in a suitable office area prior to his/her being required to leave the property of the Township of Flint if the disciplinary action occurs during usual and normal Township office hours and/or the employee's steward or Labor Council Representative is readily available.

SECTION 3. Should the discharged or disciplined employee(3) consider the discharge or discipline to be improper, the matter shall be referred to the grievance procedure at Step 2.

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

SECTION 5. Rules and Regulations. The Charter Township of Flint agrees to negotiate the establishment of new rules and regulations with the Union.

New rules and regulations or proposed changes in existing rules and regulations shall be posted on bulletin boards at least fifteen (15) days prior to their effective date except in cases of emergencies (as defined by Webster's Dictionary), determined by the Chief of Police.

Any unresolved complaint as to the reasonableness of any new rule and regulation or any complaint involving discrimination and the application of new rules and regulations shall be resolved through the grievance procedure. If a work rule or working conditions are changed and are aggrieved, the Township will not implement these changes until the arbitrator's decision has been reached, except in the case of emergencies. If such is the case, i.e., a work rule is intended to respond to an emergency situation, the Union will be advised before its implementation.

#### ARTICLE 5 - SENIORITY

SECTION 1. DEFINITION. Departmental seniority shall be defined as the length of an employee's continuous service with the Flint Township Police Department since the employee's last date of hire as a full time police officer. Classification seniority shall be defined as the length of an employee's continuous service in his current classification commencing with his last date of hire in that classification. An employee's last date of hire shall be the most recent date upon which he first commenced work. Employees who commence work on the same date shall be placed on the seniority list highest scores on entry examination one, two, three, etcetera.

SECTION 2. PROBATIONARY PERIOD. Probation shall be for one (1) year following the date of hire.

SECTION 3. SENIORITY ACCRUAL. Notwithstanding the provisions herein relative to probationary employees, all employees shall accrue seniority from their last date of hire. Employees assigned to region or area law enforcement positions will retain seniority in this unit.

SECTION 4. SENIORITY LIST. The employer shall maintain a roster of employees arranged according to seniority, showing name, position, class, and seniority date, and shall furnish a copy to the union the first month of each year or as soon thereafter as is practicable.

SECTION 5. LOSS OF SENIORITY. An employee shall lose his seniority if:

- A. He resigns or quits;
- B. He is discharged or terminated from work and such discharge or termination is not reversed in the grievance procedure herein;
- C. He retires;
- D. He has been laid off for lack of work or lack of funds for a period equal to his seniority at the time of his layoff;
- E. He is absent from work including failure to return at the expiration of a leave of absence, vacation or disciplinary

layoff, or for three (3) consecutive working days without written notice given to the Chief of Police or his designee.

SECTION 6. AUTHORIZED LEAVE. The employee and the Union agree that time spent in the armed forces on military leave of absence, or other authorized leaves, and time lost because of employment connected disability shall accrue seniority upon completion of their probationary period, said seniority shall date from the last date of hire. Further that in the event that an employee is separated from the department as a result of disciplinary action and is subsequently reinstated to his position, his seniority shall be maintained from his last date of hire.

SECTION 7. EDUCATIONAL LEAVE. Employees may be allowed educational leaves without pay not to exceed a two (2) year period at one time. Those employees on an educational leave will be given priority over hiring of new employees when a vacancy occurs. Each application for educational leave shall be in writing at least sixty (60) days in advance, must be approved by the Chief of Police or his designee and the Township Board. Seniority shall be accumulated during an approved educational leave.

#### ARTICLE 6 - WORK DUTY

SECTION 1. Employees while on duty shall perform such

duties that are assigned to them by the Chief of Police or his designee.

SECTION 2. Employees shall be treated in a respectful manner by the employer during such duty and it shall be incumbent upon the employee to conduct himself in a like manner.

SECTION 3. There shall be two (2) certified full time officers assigned in a cruiser between the hours of 12 midnight and 8 a.m..

#### ARTICLE 7 - CALL-IN-TIME

Employees shall be subject to call on their off duty time and shall be paid at a rate of one and one-half (1 1/2) times regular pay, with a minimum call-in pay of two (2) hours.

#### ARTICLE 8 - BEREAVEMENT LEAVE

In the event of a death in employee's immediate family, he shall be granted three (3) consecutive work days off with pay. Immediate family shall be defined as the employee's spouse, children, parents, spouse's parents, the employee's or his spouse's brothers or sisters, grandfather, grandmother. The employee shall be granted reasonable travel time if funeral is out of state, without pay.

ARTICLE 9 - LAYOFF AND RECALL

DEFINITION

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

ORDER OF LAYOFF

A. No permanent or probationary employee shall be laid off from his/her position while any temporary employees are serving in the same class or department.

B. Layoff of probationary or permanent employees in the Police Department shall be in inverse order of seniority.

RECALL

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

ARTICLE 10 - SICK AND PERSONAL DAYS

All members of the bargaining unit shall be granted thirteen (13) personal days per year which are non-cumulative, commencing with the date of hire. These personal days may be used for sick days or personal days provided, however, that when such days are used for any purpose other than sick days, the Chief of Police may require prior approval before such days can be taken. All such days that are unused at the end of each calendar year shall be paid to the employee at his/her regular rate of pay on or before December 31 of the same calendar year.



ARTICLE 11 - ON JOB INJURY OR ILLNESS

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

ARTILCE 12 - HOLIDAYS

SECTION 1. All members shall be granted the following holidays:

- |                   |                     |
|-------------------|---------------------|
| 1. New Years Day  | 6. Thanksgiving Day |
| 2. Easter         | 7. Christmas Eve    |
| 3. Memorial Day   | 8. Christmas Day    |
| 4. Fourth of July | 9. New Years Eve    |
| 5. Labor Day      |                     |

SECTION 2. Members shall be paid for eight (8) hours at their regular rate of pay for each of the specified holidays whether he works on those days or not.

SECTION 3. If a member works on any holiday he shall be

compensated at two (2) times his regular rate of pay for that day.

ARTICLE 13 - VACATIONS

SECTION 1. (A) Members of the Unit shall be granted paid vacation leave as follows during 1985:

1. After one (1) year of employment-----11 days
2. After five (5) years of employment-----16 days
3. After ten (10) years of employment-----21 days

(B) Members of the Unit shall be granted paid vacation leave as follows during 1986:

1. After one (1) year of employment-----14 days
2. After five (5) years of employment-----19 days
3. After ten (10) years of employment-----24 days

SECTION 2. VACATION SCHEDULE. All requests shall be in writing, at least thirty (30) days in advance unless otherwise allowed, and subject to the approval of the Chief of Police or his designee. Vacation requests shall be considered according to seniority. Vacation days may not be accumulated from year to year. If emergency scheduling does not allow an officer his allotted vacation days during the calendar year, said officer shall be paid for those days he does not receive, he shall be paid at his regular rate of pay on or before January 31, of the next year, or shall be carried over to be used at his discretion, upon approval of the Chief of Police or his designee. Each

employee shall receive payment for vacation days earned during the year of separation at his regular rate of pay on retirement or upon leaving the employment of the Flint Township Police Department, vacation pay shall be prorated based on the amount of time worked to date of separation in case of voluntary or involuntary termination of employment.

#### ARTICLE 14 - WORK SCHEDULES

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

#### ARTICLE 15 - HOURS AND RATES OF PAY

SECTION 1. WORK DAY AND PAY PERIOD. A regular work day for full time members of the Flint Township Police Department shall consist of eight (8) consecutive working hours, a regular pay period shall consist of ten (10) working days. Pay period defined - each employee shall receive his paycheck on a bi-weekly basis.

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

SECTION 3. EQUALIZATION OF OVERTIME. Overtime hours shall be divided as equally as possible among full time employees. An up-to-date list showing overtime hours will be posted in a prominent place in the department. When overtime is required, the person with the least number overtime hours will be offered same first, and so on down the list in an attempt to equalize the overtime hours. For the purpose of this section, time not worked because the employee did not choose to work after same was offered will be charged the average number of overtime hours worked by other employees during that period.

Overtime due to court appearances shall not come under this section. It is also recognized that occasions shall arise wherein an employee shall work an extension of his regular eight (8) hour work day due to circumstances arising from a specific incident during that work day. Those incidents being defined as incidents of such a nature that it is imperative that said employee is specifically necessary for the proper handling of that situation. On these occasions the aforementioned overtime offeratory system need not be followed.

SECTION 4. CALL BACK AND EXTENSION OF DUTY TIME. Employees shall be subject to call on their off duty time and shall have a right of refusal, except in emergencies. Any employee called back on duty to work at a time for which he was not scheduled, shall be offered a minimum of two (2) hours work at a rate of one and one-half (1 1/2) times his regular rate of pay.

It is also recognized that occasions shall arise wherein an employee shall work an extension of his regular eight (8) hours due to circumstances arising from a specific incident during that work day. These incidents being defined as incidents of such a nature that it is imperative that said employee is specifically necessary for the proper handling of that situation. On these occasions the aforementioned overtime offeratory system need not be followed and all extension of duty hours pay shall be for only the actual time worked.

SECTION 5. WEEKENDS. All full time officers shall be entitled to at least one (1) weekend within each two (2) pay periods as their regularly scheduled days off unless prior approval of the officer affected is obtained through voluntary process. A weekend being defined as a consecutive Saturday/Sunday combination for first and second shift and as a consecutive Friday/Saturday for third shift.

#### ARTICLE 16 - COMPENSATION

SECTION 1. WAGES. Wages shall be computed using the following schedule, effective January 1, 1985, with hourly rate defined as the hourly base pay excluding longevity pay. Cost of living adjustment, pursuant to Section 4, shall be added to the hourly rates listed below on February 1, 1985; August 1, 1985; February 1, 1986; and August 1, 1986. With each cost of living increase adjustment, the Township shall publish and provide the FOP representatives the new hourly rate schedule.

Current employees as of January 1, 1985, who are earning a base hourly rate in excess of the following schedule on January 1, 1985, shall not suffer a decrease in their current hourly rate, rather their current hourly rate excluding cost of living shall be frozen plus cost of living adjustment until their length of service falls in line under the hourly rate schedule, including adjustments for cost of living as provided in Section 4.

Hourly Rates

|                 |         |
|-----------------|---------|
| Starting        | \$ 8.01 |
| End of 1st year | 8.76    |
| End of 2nd year | 9.51    |
| End of 3rd year | 10.26   |
| End of 4th year | 11.01   |
| End of 5th year | 11.76   |
| End of 6th year | 12.51   |
| End of 7th year | 13.29   |

Current employees who are earning a base hourly rate in excess of the above schedule shall not suffer a decrease in their current hourly rate, rather their current hourly rate shall be frozen until they fall in line under the above hourly rate schedule.

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



fees and mileage paid for such appearance shall be turned in to the Chief of Police for deposit in the Flint Township General Fund.

SECTION 3. LONGEVITY PAY. Each full time employee shall be paid an annual longevity pay allowance which shall be paid to the employee during the pay period during which he/she becomes entitled to the same. The longevity pay allowance may be added to the base wage rate or it may be taken in a lump sum.

- |   |          |
|---|----------|
| A. Beginning with the 6th year employment                   | \$150.00 |
| B. Beginning with the 11th year employment<br>an additional | \$200.00 |
| C. Beginning with the 16th year employment<br>an additional | \$250.00 |
| D. Beginning with the 21st year employment<br>an additional | \$300.00 |

SECTION 4. COST OF LIVING ALLOWANCE.

A. A cost of living increase shall be computed and paid twice a year on February 1 and August 1.

B. Percentage of the increase shall be taken from the United States Bureau of Labor Statistics Index (1967=100). The increase shall be figured on the base pay. The increase percentage shall be divided by twenty-six (26) pay periods and so paid. The amount of increase per pay shall be added to the bi-weekly pay. Retirees shall be paid as provided in Paragraph A of this Section.

C. There shall be a ten (10%) percent ceiling on cost of living for the year.



D. Second cost of living back shall be added to the base pay and shall remain part of the base pay.

E. Pay rate computations for COLA shall be computed exclusive of and shall be in addition to any contract negotiated pay increases.

Notwithstanding A through E above, by agreement of the parties, there shall be no cost of living allowance through December 31, 1984. Effective January 1, 1985, the COLA contained above shall be applicable and is applied to all employees within the bargaining unit.

ARTICLE 17 - UNIFORM AND EQUIPMENT ALLOWANCE AND CLEANING

SECTION 1. Uniforms shall be supplied by the Township as determined to be needed by the Chief of Police or his designee and each officer shall receive sixty dollars (\$60.00) per quarter for maintenance cleaning and pressing of same. Such payments shall be paid at the end of the third (3rd), sixth (6th), ninth (9th) and twelfth (12th) month covered by this agreement.

SECTION 2. UNIFORMS AND EQUIPMENT TO BE SUPPLIED.

Three (3) summer shirts

Three (3) winter shirts

Three (3) all weather pants

One (1) summer jacket

Two (2) winter jackets

All leather gear including belt keepers, holster, hand-cuff.

Case, Sam Browne belt and buckle

Uniform badge

Hat badge

Hat and accessories to same

Collar Brass

Hand cuffs with key

Patches

.357 Cal. Smith & Wesson Model 66 revolver

Second Chance vest and such vest shall be replaced as needed.

Any other equipment required by the Flint Township Police Department.

SECTION 3. TRAINING AND TARGET PRACTICE. On duty ammunition shall be provided by the Township and shall be changed once each calendar year beginning 1980 and old ammunition may then be used by the officer for target practice. Target ammunition shall be furnished by the Township for practice bi-monthly pistol shoots.

SECTION 4. REPLACEMENT OF LOST, DAMAGED, OR DESTROYED PERSONAL PROPERTY. The Township agrees to repair or replace any lost, damaged or destroyed officer's personal property, provided, however, such damage or loss was incurred in the line of duty and was not a result of negligence on the part of the officer and in no event shall the replacement and/or repair cost of watches, jewelry, or any other articles, except eye glasses exceed forty dollars (\$40.00).

ARTICLE 18 - INSURANCE PLANS

SECTION 1. Each full time employee shall receive the following insurance plans, provided that he is not covered by such insurance by another employer:

A. H.M.O. Genesee Health Care, Blue Cross / Blue Shield of Michigan with MVF 1 with major medical insurance including a prescription drug rider, or another comparable plan on employees approval;

B. Delta Dental, 50/50 co-pay dental insurance plan;

C. Life insurance in the amount of twenty thousand dollars (\$20,000.00). The employee shall have the right to convert and continue the insurance at his own cost upon separation;

D. General liability insurance including false arrest coverage in the amount of five hundred thousand dollars (\$500,000.00) per employee per incident, with a one million dollar (\$1,000,000.00) umbrella coverage;

E. Health and accident insurance as is presently in effect;

F. The Township and the bargaining unit shall continue to research the possibility of obtaining a long term disability plan to cover employees who become disabled as a result of on the job injuries. If such a disability insurance plan can be procured, the parties agree that the longevity pay allowance can be used to purchase the disability insurance. In the event the cost of said disability insurance per employee exceeds the longevity pay allowance, the parties agree to negotiate premium contributions for the balance of the disability insurance premiums.

SECTION 2. All of the premiums for above insurance shall be paid by the Township for active employees.

SECTION 3. The Township shall pay the premium for the above insurance plans for each retiree, providing that he is not covered under any other insurance plan, except the life insurance which is to be an employee's expense after retirement.

SECTION 4. The policies and coverage shall not be changed or altered without bargaining unit approval

#### ARTICLE 19 - PENSION PLAN

Effective upon the ratification of this agreement or as soon thereafter as possible, the employees shall be brought under Act 345 of 1937 as amended. The employer will contribute to the plan trustee eleven point seven seven (11.77%) percent of the employee's gross base wage into the pension fund with the employees contributing the necessary actuarial difference as computed by the actuarial and consulting firm of Gabriel, Roeder, Smith & Company as presented to the employer dated April 10, 1985, which computation contemplates that all of the assets being held by the current pension fund trustee, Manufacturer's Life Insurance Company, will be contributed to the pension fund to be set up under Act 345 of 1937 as amended.

#### ARTICLE 20 - SUPPLEMENTAL EMPLOYMENT

SECTION 1. Employees may engage in supplemental employment if they so desire, provided, however, that the following rules regarding such employment are complied with:

A. Requests for permission to engage in supplemental employment shall be submitted to the Chief of Police or his designee in writing stating the proposed hours of work and the nature of the work. No supplemental employment will be permitted without prior approval of the Chief of Police or his designee, and such permission may be revoked by the Chief of Police.

B. Hours to be worked on supplemental employment shall be limited to not more than four (4) hours on any duty day, with additional hours allowed upon approval of the Chief of Police or his designee.

C. It is understood and agreed that the first obligation of the employees is to the employer and supplemental employment shall in no way conflict with regular assigned duties.

#### ARTICLE 21 - REPRESENTATION

##### STEWARDS

SECTION 1. The employer agrees to recognize two (2) stewards, one (1) shall be the Chief Steward and one (1) shall be an alternate, the alternate steward may exercise the rights of the Chief Steward in his absence.

The employer agrees to compensate the steward at his/her regular rate of pay while he/she may be processing a grievance in accordance with the grievance procedure.

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

SECTION 3. The employer agrees that any two (2) of the following: Legal Counsel for the Union, the District Director, Labor Counsel representative, and the President of State Lodge of Michigan, shall be permitted to visit the operation of the employer during working hours to talk with the steward, and/or representatives of the employer concerning matters covered by this agreement without interfering with the progress of the work force. The Union shall arrange with the employer for a time and place of such visits.

ARTICLE 22 - UNION DUES

SECTION 1. As a condition of continued employment all employees in the bargaining unit, thirty-one (31) days after the commencement of their employment or January 1, 1983, whichever is later, shall pay a monthly service fee as established by the Fraternal Order of Police, State Lodge of Michigan Labor Council to such council. This fee shall be paid monthly. If an employee fails to pay said service fee and is in arrears for thirty (30) days or more the Union shall notify the employer in writing and the employee shall be separated from his employment. Such fees shall be the same fee charged for all members of the Labor Council regardless of Lodge membership.

SECTION 2. DUES CHECKOFF. The employer agrees to deduct monthly local lodge membership dues and the monthly service fee of the State Lodge of Michigan Labor Council from the pay of each employee who voluntarily executes and files with the employer a checkoff authorization form, all such dues and service



fees shall be remitted to the Union with the payee designate being State Lodge of Michigan Labor Council.

SECTION 3. SAVE HARMLESS. The Union shall idemnify and save the employer harmless against any and all claims, demands, suits, liability and any other action arising from this article or compliance therewith by the employer.

#### ARTICLE 23 - PART-TIME EMPLOYEES

The employer agrees that part-time officers shall not be used to erode the bargaining unit work force.

#### ARTICLE 24 - EMPLOYEE LIABILITY BENEFITS

As stated in the Township's Broad Form Comprehensive General Liability Policy and Commercial Umbrella Liability Policy presently in effect, the Township, with or through its insurance carrier shall have the duty to investigate such claims and/or defend such lawsuits and provide legal advice to the employee as an individual defendant, even if any of the allegations of the lawsuit are groundless, false or fraudulent. Should a judgment result against the Township and/or the employee the same shall be satisfied pursuant to the terms of the aforesaid insurance policies.

#### ARTICLE 25 - DURATION OF AGREEMENT

This Agreement shall be effective on and after the 1st



day of January, 1985, unless otherwise provided herein and shall continue in full force and effect until December 31, 1986.

This Agreement shall be automatically renewed from year to year unless either party shall notify the other in writing not less than sixty (60) days prior to its expiration of their desire to modify, alter or terminate the Agreement upon its expiration. If such notification is given, this agreement shall remain in full force and effect until such time as a new retroactive agreement is executed.

Wherever in this Agreement a masculine pronoun or the singular or plural form of "man" is used, it is understood that such references are meant to have equal application to all police officers covered by this Agreement, male or female.

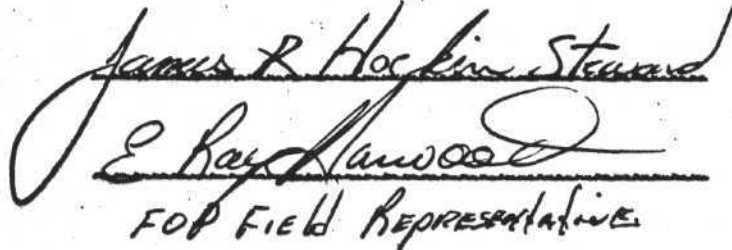
IN WITNESS WHEREOF, the parties hereto have set their hand this 4th day of NOVEMBER, 1985.

FRATERNAL ORDER OF POLICE  
LABOR COUNCIL

CHARTER TOWNSHIP OF FLINT

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

FOP Field Representative

LETTER OF AGREEMENT

4th Day NOVEMBER, 1985

SAFETY

Section 1 All police vehicles shall be equipped with but not limited to the following equipment.

- A. Safety screen
- B. Spot lights (white)
- C. Safety flares

Section 2 The Employer shall maintain all police vehicles and other equipment in a safe condition. When a defect occurs in a vehicle or other equipment the vehicle shall be removed from service until such defect has been repaired. Employees shall not be required to use defective vehicles or other equipment.

Examples by way of illustration but not limited to:

|                    |                |
|--------------------|----------------|
| Vehicle front ends | Steering       |
| Brakes             | Tires          |
| Vehicle radios     | Walkie talkies |

FOR FLINT TOWNSHIP

*Galen Jensen*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*Supervisor*

FOR FOP

*Steward*  
\_\_\_\_\_  
\_\_\_\_\_

*James R. Hopkins*  
\_\_\_\_\_  
*Elbert Hanson*  
\_\_\_\_\_  
*FOP. Field Rep.*