

1279

6/30/93

AGREEMENT

Between

CITY OF FLUSHING

and

MICHIGAN FRATERNAL ORDER OF POLICE -  
LABOR COUNCIL

*Flushing, City of*

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## AGREEMENT

This Agreement is entered into between the City of Flushing, Michigan hereinafter referred to as the "Employer" and the Flushing Division of the Labor Council Michigan Fraternal Order of Police hereinafter referred to as the "Union" or "Labor Council". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and to set forth herein the basic and full Agreement between the parties concerning rates of pay, wages and conditions of employment. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

### ARTICLE I - RECOGNITION - EMPLOYEES COVERED

#### Section 1.

Pursuant to and in accordance with all applicable provisions of Act #379 of 1965, as amended, the Employer does hereby recognize the Union as the sole exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, during the term of this Agreement for those employees of the Employer in a bargaining unit consisting of "All full-time employed Police Officers and Sergeants as defined by the State of Michigan," in said Act.

#### Section 2.

The Employer will not interfere with or discriminate in any way against any employee in the above bargaining unit by reason of his membership in the Union, or activity required by the Agreement, nor will the Employer discourage membership in the Union or encourage membership in any other Union or organization for the purpose of undermining the Union of their collective bargaining status as certified in Case No. R66 L-450 and 69K - 356.

### ARTICLE II - EMPLOYEE, UNION AND CITY OF FLUSHING

The employees and the Union as sole and exclusive bargaining representative of the employees, shall have the rights granted to them by Act #379 of the Michigan Public Acts of 1965, amended from time to time, and by other applicable Michigan Public Acts. If State Law is amended on a mandatory basis that would affect any provisions in this contract, the contract shall be automatically amended to conform with the law on the effective date of such law.

### ARTICLE III - MANAGEMENT RIGHTS

The Employer on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States, the City Charter, the City of Flushing Code and any modifications made thereto and any resolutions passed by City elected officials. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished within this Agreement are reserved to and remain vested in the Employer, including but without limiting the generality of the foregoing the right: (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation; (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased; (c) to subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities; (d) to determine the number, location and type of facilities and installations; (e) to determine the size of the work force and increase or decrease its size; (f) to hire, assign and layoff employees to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in work week or work day; (g) to permit municipal employees other than Police Department employees to perform bargaining unit work when in the opinion of management this is necessary for the conduct of municipal services and is determined to be an emergency; (h) to direct the work force, assign work and determine the number of employees assigned to operations; (i) to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification and to establish wage rates for any new or changed classification; (j) to determine lunch, rest periods, and cleanup times, the starting and quitting time and the number of hours to be worked; (k) to establish work schedules; (l) to discipline and discharge employees for cause; (m) to adopt, revise and enforce general conditions of employment not covered in this Agreement and department rules and regulations and carry out cost and general improvement programs; (n) to transfer, promote and demote employees from one classification or shift to another; (o) to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency to perform available work.

ARTICLE IV - PUBLIC SECURITY

The Union recognizes that strikes or work stoppages are illegal and contrary to public policy in Michigan and that strikes or work stoppages are detrimental to the public safety and welfare. The Union therefore, agrees that there shall be no interruption of the services performed by employees covered by this Agreement for any cause whatsoever, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment. The Union further agrees that there shall be no strikes, sit-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the Employer. The occurrence of any such acts or actions prohibited in this section by the Union shall be deemed a violation of this Agreement. Any employee who commits any of the acts prohibited in this section shall be subject to discharge or other disciplinary action as may be determined by the Employer.

ARTICLE V - PAYROLL DEDUCTION FROM ASSOCIATION DUES

Section 1.

The City of Flushing agrees to deduct from the salaries of legitimate Union members, dues for the Labor Council Michigan Fraternal Order of Police when such dues deduction has been authorized in writing by each patrolman and sergeant.

Section 2.

A properly executed copy of such authorization of check off of dues forms from each employee from whom these association dues are to be deducted hereunder, shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under authorization for check-off of dues forms which have been properly executed are in effect.

(SAMPLE)

DUES CHECKOFF CARD

I hereby request and authorize to be deducted from my wages hereafter earned while in your employ, a labor representation fee of \$ \_\_\_\_\_ per month. The amount deducted for the Labor fee shall be paid to the State Lodge of Michigan, Labor Council Michigan Fraternal Order of Police, located at 6735 Telegraph Road, Suite 395, Birmingham, Michigan 48010.

\_\_\_\_\_  
(Print) Last Name                      First Name                      Middle Initial

\_\_\_\_\_  
Address                      City                      State                      Zip Code

\_\_\_\_\_  
Soc. Sec. No.                      Signature                      Date

### Section 3.

Check-off deductions under all properly executed authorization for check-off dues forms shall become immediately effective at the time the application is tendered to the Employer and shall be deducted in monthly installments in the appropriate pay period to be determined by the payroll department. A copy of the dues deduction card must be signed by the employee authorizing the dues deduction.

## ARTICLE VI - STEWARDS AND ALTERNATE STEWARDS

### Section 1.

Union employees shall be represented by a Steward and Alternate Steward, who shall be a regular employee working in the department.

### Section 2.

The Steward, or the Alternate in the Steward's absence, during their working hours, without loss of time or pay, in accordance with the terms of this article may investigate and present grievances to the Employer, upon having received permission from the Chief of Police to do so. The Chief may grant permission within a reasonable time, after the first hour of the shift, for such Steward to leave his work for these purposes subject to necessary emergency exceptions. The privilege of such Steward leaving his work during working hours without loss of pay or time is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. The Steward and Alternate Steward may be required to record time spent in the grievance procedure. All such Stewards will perform their regularly assigned work except when necessary to process grievances as provided herein.

### Section 3.

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

### Section 4.

Any Steward or Alternate having an individual grievance in connection with his or her own work may ask for the Union representative to assist him in adjusting the grievance with his supervisor.

### Section 5.

Labor Council representatives are authorized to represent the Union at Step 3 (City Manager) of the grievance procedure.

## ARTICLE VII - GRIEVANCE PROCEDURE

### Section 1.

A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee in, the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.

All grievances must be filed within five (5) working days of the occurrence or when the employee becomes aware of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist. Saturday, Sunday, and Holidays shall be excluded from the grievance time limits.

#### Step 1.

Before initiating a grievance, the employee must first discuss the matter orally with his immediate supervisor or his designee. The employee shall have the right to discuss this subject with his Union Representative. Thereafter, he may elect to have his representative discuss the matter with the Chief of Police or his designee for him.

#### Step 2.

If the matter is thereby not resolved, it shall be reduced to writing on appropriate forms and shall be filed with the Chief of Police or his designee within five (5) working days. The Chief of Police or his designee shall answer the grievance in writing within five (5) working days.

#### Step 3.

Failing to resolve the issue in the second step, the Union shall within five (5) working days of the Chief of Police disposition, contact the City Manager to arrange a meeting between the Union and the City to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed, however, five (5) working days from the time the Union contacts the City, unless a longer time is mutually agreed upon. If the parties in this step are unable to resolve the grievance, the matter may be submitted to arbitration as hereinafter provided for in this Agreement.

#### Step 4.

If the answer in Step 3 is unsatisfactory to the Union, the Union may appeal the matter to arbitration within fifteen (15) days after receipt of the decision of the City Manager. The Union shall request from the Michigan Employment Relations Commission a list of names of five (5) qualified arbitrators. A copy of this request shall be given to the City Manager. Upon receipt of this list of names, the employee processing the grievance and the Employer's representative shall alternately strike names from the list with the right of first strike being decided by the flip of a coin. After two (2) names have been struck by each party, the one (1) remaining shall be the arbitrator. It shall be the responsibility of the Union to notify the commission of the selection.



Section 2.

Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the City, the Union, and any and all unit employees involved in the particular grievance.

Section 3.

Grievances shall be processed from one step to the next within the limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the City within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for disposition expired. Any grievance not carried to the next step by the Union within the prescribed time limits or such extension which may be agreed to, shall be automatically closed upon the basis of the last disposition.

Section 4.

The City shall not be required to pay back wages for periods prior to the time a written grievance is filed provided, that in the case of a pay shortage, of which the employee had not been aware before receiving his pay, any adjustments made shall be retroactive to the beginning of that pay period providing the employee files his grievance within five (5) working days after receipt of such pay.

Section 5.

When an employee is given a disciplinary discharge or layoff or a written reprimand and/or warning which is affixed to his personnel record, the Steward will be promptly notified in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within five (5) working days from the time of presentation of the notice to the Steward. Grievances regarding discharge may or shall be commenced at Step 2 of the grievance procedure.

Section 6.

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that he may have received, or could with diligent effort have received from any source during the period in question.

Section 7.

The City will grant a necessary and reasonable amount of time off during straight time working hours to the Steward who must necessarily be present for direct participation in grievance adjustments with management. Such Steward shall first receive permission from his immediate supervisor to leave his work station and shall report back promptly when his part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments shall be subject, after a written warning, to disciplinary action.

### Section 8.

(a) Any grievance submitted for arbitration by either party to this Agreement, subject to the conditions herein provided for in said Agreement, shall first be reduced to a written "Submission Agreement" detailing the dispute at issue. If the City and the Union cannot agree upon the "Submission Agreement", each party, at least two (2) days in advance of the hearing, shall submit to the other a statement of the issue it considers in dispute and the arbitrator shall determine, at or before the hearing, the issue or issues to be arbitrated, provided, however, that such issue or issues are arbitrable under the terms of this Agreement.

(b) The joint "Submission Agreement" shall be signed by the City, the Union and all aggrieved employees, if any. In the event separate statements of the issues are submitted, the City shall sign its copy and the Union and all aggrieved employees, if any, shall sign the Union's statement of issue.

### Section 9.

The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of this Agreement.

## ARTICLE VIII - SPECIAL CONFERENCES

### Section 1.

The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these meetings shall not be for the purpose of conducting collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement. Special meetings shall be held at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than two persons at special meetings at least one (1) of which shall be a full-time employee of the City of Flushing.

### Section 2.

The Union representative may meet at a place designated by the Employer, on the employer's property, for a period not to exceed one-half (1/2) hour immediately preceding a meeting for which a written request has been made.

### Section 3.

In the event three (3) or more employees wish to discuss matters not covered in this Agreement with the City Manager, the City Manager shall meet with an employee representative and a Union representative. Any requests for such meetings shall be granted upon written request of the Union representative. Meetings covered in this section will not be considered in any way a tool to change or amend the terms of this Agreement.

## ARTICLE IX - DISCIPLINARY PROCEDURE

### Section 1.

The employer shall not discharge or discipline any employee without just cause. The employer shall subscribe to progressive, corrective discipline (i.e. - written warnings, reprimands, suspensions, and discharge, as appropriate in each case). A warning notice shall not remain in effect for a period in excess of twelve (12) months from the date of said warning. Discharge or discipline shall be by written notice to the employee and the Steward citing specific charges against the employee. Such written notice shall be given to the employee and the Steward at the time the discharge or discipline is imposed.

### Section 2.

The discharged or suspended employee will be allowed to discuss his discharge or suspension with his Steward and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and the Steward.

### Section 3.

In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than twelve (12) months previously, nor impose discipline on an employee for errors or mistakes on his employment application unless such errors or mistakes give rise to a presumption of deliberate fraud upon the Employer by the employee. In addition, all current and any new State or Federal laws will be adhered to by both parties.

### Section 4.

The personnel file of any employee covered in this Agreement shall be furnished for inspection by the City Manager to the employee requesting his file or a Union representative involved in a grievance at the fourth step of the grievance procedure.

## ARTICLE X - PROBATIONARY PERIOD

When a new employee is hired in the bargaining unit, he shall be considered as a probationary employee for the first twelve (12) months of his continuous, regular full-time, employment. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, except no matter concerning the discipline, layoff, or termination of a probationary employee shall be subject to the grievance procedure, provided, however, after six months continuous, regular full-time employment, the employee may not be dismissed without written notice to the employee setting forth specific reasons for dismissal and if the employee and Union believes the termination is unjustified, a special meeting may be called to review the action. An employee is presumed to have terminated his probationary period and obtain full-time patrolman status at the end of 12 months unless the Employer notifies him to the contrary after which the Employer may provide a six (6) month extension of the probationary period. There shall be no seniority among probationary employees.

## ARTICLE XI - SENIORITY

### Section 1.

Seniority shall be on a unit-wide basis, in accordance with the employee's last date of hire. Part-time employment seniority will not accrue towards full-time employment.

### Section 2.

- (a) Seniority shall not be affected by the race, color, creed, age, sex, marital status, or dependents of the employee.
- (b) The seniority list of the date of this Agreement will show the rates, names, and job titles of all employees of the unit entitled seniority according to classification.
- (c) The Employer will keep the seniority list up-to-date and will, upon request, provide the local Union membership with up-to-date copies at least once a year.

### Section 3.

An employee shall lose his seniority for the following reason only:

- (a) He quits, retires, or receives a pension under Municipal Employees Retirement System.
- (b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (c) He is absent for three (3) consecutive working days, (voluntary quit) without notifying the Employer. In proper cases, exceptions may be made upon the employee producing convincing proofs of his inability to give such notice. After such absence, the Employer will send written notification to the employee at his last known address that because of his unexcused absence he has voluntarily quit and no longer is in the employ of the City of Flushing.
- (d) Return from sick leave and leaves of absence will be treated the same as (c) above.
- (e) If he is laid off during the term of this Agreement for a continuous period equivalent to his seniority but with a maximum of three years. Employees with less than three (3) years of service, shall be limited to their seniority.

### Section 4.

Notwithstanding their position on the seniority list, the Steward and the Alternate Steward, shall in the event of a layoff, be continued at work as long as there is a job in their classification which they can perform and shall be recalled to work in the event of a layoff on the first open job in their classification which they can perform.

## ARTICLE XII - LAYOFF AND RECALL

### Section 1.

The word "Layoff" means a reduction in the work force due to a decrease of work or limitation in funds, or to abolishment of positions because of changes in organization.

## Section 2.

When there is a decrease in the work force the following procedure shall be followed: Part-time employees shall be laid off first, then probationary employees, then seniority employees shall be laid off according to seniority on a unit wide basis, with the employee with the least seniority being the first to be laid off. Full time employees on layoff shall be given first preference on all part time work.

## Section 3.

The Employer will not use an employee in a classification in which he is not classified if another employee is laid off therefrom, except in the case of emergency.

## Section 4.

In the event it becomes necessary to layoff full-time employees, the following conditions shall be implemented: Any laid off full-time employee shall become seniority part-time officers for purposes of scheduling. All available part-time work shall be offered to the laid off employees before it is offered to any other part-time officer up to and including a maximum 20 hours per week. If there is more than one laid off employee, the available work shall be divided equally among the laid off officers. The 20 hour maximum guarantee per week shall be effective for one (1) year from the date of layoff, after which time, the employee shall be maintained as a regular part-time officer or unless said laid off employee shall be maintained as a regular part-time officer or unless said laid off employee obtains regular full-time employment with another employer; or whichever comes first; in which case, he shall still be maintained as a member of the part-time force.

## Section 5.

Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Steward shall receive a list from the Employer of the employees being laid off on the same date notices are issued to the employees.

## Section 6.

- (a) When the work force is to be increased after a layoff, employees will be recalled according to seniority, in reverse order of layoff, provided the employees with the greatest seniority are able to perform the available work. If the position is still existing, the employee shall be returned to his prior classification when such position is open again.
- (b) Notice of recall may be by telephone call, or confirmed by registered mail to the employee's last known address.
- (c) Employees will be granted up to ten (10) working days to return to work, upon request, or seniority status shall be lost unless emergency conditions exist.
- (d) In case of indefinite layoffs, the employee(s) shall remain eligible for recall for a period of one (1) year or the length of his accumulated seniority prior to layoff or whichever is greater.

## Section 7.

The City of Flushing shall not layoff any members of this bargaining unit during the period from July 1, 1990 through June 30, 1993.

## ARTICLE XIII - PROMOTIONS

### Section 1.

Promotions to the position of Sergeant or Lieutenant shall be made by the Employer in accordance with the following procedure.

### Section 2.

Promotions to Sergeant or Lieutenant shall be competitive and based on the following factors:

- (a) To be eligible to test for Sergeant or Lieutenant, an employee must have worked a minimum of four (4) years as a full-time Patrol Officer or Sergeant with the City of Flushing.
- (b) A written examination shall have a weight of 75% of total score. Passing grade on the written examination shall be as determined by the City Manager. Candidates not passing the written examinations will not be considered further.
- (c) The Chief's evaluation of the employee's work record and performance, including commendations received, shall have a weight of 10% of total score.
- (d) An oral interview by an Oral Review Board consisting of three (3) persons selected by the Employer shall have a weight of 10% of total score. At least two (2) of the three (3) members of the Oral Review Board shall be sworn police officers holding the rank of Sergeant or higher, employed by police agencies other than the City of Flushing Police Department.
- (e) The employee's seniority with one (1) point for each two (2) complete years of service, up to a maximum of five (5) points.
- (f) If there are no qualified applicants per the above procedure within the Department, the City may fill positions from outside.

### Section 3.

Promotional opportunities will be posted for ten (10) calendar days on the bulletin board.

### Section 4.

Such notice shall remain posted for a period of ten (10) calendar days before the job is filled.

### Section 5.

The Employer will not be obligated to consider a request for promotion from an employee unless he submits his request during the posted period.

### Section 6.

The employee who is promoted shall be granted a six (6) month trial period to prove his ability.

Section 7.

During the trial period, the employee shall have the opportunity to voluntarily revert to his former classification and former rate of pay. If the employee is unsatisfactory in the new position, he will be returned to his former classification and former rate of pay without loss of seniority.

Section 8.

In the event that an employee is upgraded, the employee shall receive the rate of the new occupational level at the next salary step which will grant him an increase in salary rate.

Section 9.

Promotional list(s) shall remain in effect for a period of one (1) year and may be extended for a period not to exceed one (1) additional year at the discretion of the Police Chief.

ARTICLE XIV - LEAVES OF ABSENCE

Section 1.

Employees shall be eligible for unpaid leaves of absence after one (1) year of service with the Employer. Unpaid leaves of absence are for employees who, in addition to their regular sick and vacation time, require time off from their employment.

Section 2.

Any request for an unpaid leave of absence shall be submitted in writing by the employee to the Employer. The request shall state the reason the unpaid leave of absence is being requested and the approximate length of time off the employee desires.

Section 3.

Authorization or denial of an unpaid leave of absence request shall be furnished to the employee by the Employer, and it shall be in writing.

Section 4.

The seniority time of the employee will not accumulate while the employee is on approved unpaid leave of absence beyond one (1) month.

Section 5.

Further extension beyond the return date designated may be granted, with consent of the City Manager, after thorough investigation and upon a finding that extension of time is necessary and just. The request for such extension of unpaid leave of absence must be in writing to the Employer.

Section 6.

Leaves of absence without pay will be granted to any employee elected or selected by the Union to attend educational classes or conventions conducted by the Union. The number will not exceed one (1) employee at any time, and the number of working days will not exceed three (3) in any one (1) calendar year.

Section 7.

Not more than one (1) employee at any time elected to any Union office or selected by the Union to do work which takes him from his employment with the Employer shall be granted a leave of absence without pay, not to exceed two (2) years or the terms of office, whichever is shorter.

Section 8.

An employee wishing to further his education in his chosen profession may be granted an unpaid educational leave for a maximum of two (2) years without pay. Seniority will not accumulate during such leave. This may be extended by mutual agreement.

Section 9.

When death occurs in an employee's immediate family: spouse, parent, parent of current spouse, child, brother or sister, grandchild, brother-in-law, sister-in-law, grandparents, spouse's children; the employee, on request, will be excused for any of the first four (4) scheduled working days with pay immediately following the date of death providing he or she attends the funeral. When death occurs among the other relatives of the employee, the employee, upon request, will be excused from work for one (1) scheduled working day with pay, provided he or she attends the funeral. If the death occurs in the employee's household or the employee is required to make the funeral arrangements, the employee shall be granted two (2) additional days off with pay.

Section 10.

Time off for bargaining - All employees covered by this Agreement, who are members of the Union, and who are appointed as members of the Union's Collective Bargaining and Negotiating Committee, not to exceed two (2), shall be allowed time off with pay for official Union business in negotiations with the City of Flushing and without requirement to make up said time.

Section 11.

City reserves the right to limit the number of employees on leave at any one time beyond two employees as determined to be in the best interest of the Department.

ARTICLE XV - POSTING NOTICES

Section 1.

The Employer will provide a bulletin board in a suitable location which will be used exclusively by the Union for posting notices.

ARTICLE XVI - HOURS OF WORK AND PREMIUM HOURS

Section 1.

The normal work period consists of forty (40) hours within one (1) work week, consisting of eight (8) hours for each scheduled work day.



## Section 2.

An Employee who works in excess of their normal work day and anytime where he works in excess of the normal work week shall be paid overtime premium pay at the rate of one and one-half (1 1/2) times his basic rate of compensation for such hours.

All work in excess of a normal work period and/or work week shall be approved by the Supervisor prior to the commencement of such work.

Premium payments are not to be duplicated, e.g., overtime and holiday premium payments shall not be paid for the same hours worked.

## ARTICLE XVII - HOLIDAYS

### Section 1.

Employees shall be eligible for holidays with pay (designated below) but not to exceed ten (10) holidays per calendar year.

### Section 2.

The following days shall be designated and observed as paid holidays:

Day Before New Years Day	Independence Day
New Years Day	Labor Day
All day Good Friday	Thanksgiving Day
Memorial Day	Day Before Christmas Day
Easter Sunday	Christmas Day

### Section 3.

Holiday Benefits - Regular Shift.

(a) Employees who are not required to work their regular shift on any holiday set forth in Section 1 hereof, shall receive eight (8) hours pay at their straight time hourly rate.

(b) Employees who are required to work on any holidays set forth in Section 1 hereof, shall be paid at the rate of two and one-half (2 1/2) times their straight time hourly rate for all hours worked.

In addition to the above premium, employees who work on a holiday, will receive equivalent time off on another day, with pay based on his regular rate.

(c) Regular work schedules notwithstanding, employees may or may not be required by the Chief to work on any given holiday; it is understood that the Chief will not assign a part-time officer to replace a full-time officer on a holiday if the full-time officer was otherwise scheduled to work and is available, able, and desires to work the holiday.

### Section 4.

If a holiday is observed on an employee's scheduled day off or during his vacation, he shall be paid for the unworked holiday.

### Section 5.

The employee birthday language is to provide birthdays off with pay. If the day cannot be given off, another day will be scheduled off with pay. If the employee is regularly scheduled off on his/her birthday, the employee will receive another day off with pay.

## ARTICLE XVIII - VACATIONS

### Section 1.

Full-time seniority employees will earn credit towards vacation with pay on the basis of one-twelfth of their annual vacation accrual for each month that they are employees of the City. Employees having at least one (1) year, but less than five (5) years of continuous employment shall be eligible for ten (10) days of paid vacation; Employees having five (5) or more years of continuous service shall be eligible for fifteen (15) days of paid vacation; and Employees having twelve (12) or more years of continuous service shall be eligible for twenty (20) days of paid vacation.

### Section 2.

Vacations will be granted at such times during the year as are suitable, considering both the wishes of the Employees and the efficient operation of the department. All vacations must have prior approval of the Police Chief or his designee. Vacation requests of one week or more shall be applied for in writing to the Chief at least fifteen (15) days prior to posting of the monthly work schedule. If the period is suitable and the schedule permits, the vacation request will be granted and a notation thereof made on the work schedule.

### Section 3.

Vacation leave may be cumulative, but an Employee may not carry over into the next year more than one-half (1/2) of his earned annual vacation leave, provided, however, that any excess shall not be forfeited in the event that the Employee suffers an injury or illness arising out of or in the course of employment which has been determined compensable by the Bureau of Workers' Compensation and because of such illness or injury is unable to utilize accumulated vacation leave. Any vacation leave accumulated and unused due to compensable injury or illness shall be used within six (6) months after return to work and any excess not utilized within this six (6) month period shall be forfeited unless such period is extended by mutual agreement between the Employee, the Police Chief and the City Manager.

### Section 4.

Upon termination of employment, an Employee shall be compensated for his accumulated vacation leave at the rate of pay received at the time the employment is terminated.

### Section 5.

Seniority shall govern the choice of vacation periods subject to reasonable scheduling requirements of the Police Department, providing the seniority Employee makes his choice of vacation time on or before the end of the scheduling period.

### Section 6.

If an Employee becomes ill while on vacation and is under the care of a duly licensed physician or recognized practitioner or to the knowledge of the Police Chief, and the Employee has accumulated sick leave credits, his vacation for the number of sick days shall be rescheduled.

## Section 7.

A vacation advance check, not to exceed a two week period, may be issued to an Employee upon request prior to the taking of his vacation. Such request must be made in writing at least three (3) weeks prior to the starting date of the Employee's vacation and presented to the Employee's supervisor.

## ARTICLE XIX - WORKERS' COMPENSATION

Employees shall be covered by the Workers' Compensation Act and the following provisions will be applicable only upon determination, whether voluntarily by the City, or by order, that the Employee is eligible for Workers' Compensation benefits:

An Employee shall receive supplemental pay by the City for an amount sufficient to make up the difference between what is paid by Workers' Compensation and his normal rate of pay at the time of his accident or injury, on the following basis: First thirteen (13) weeks - one hundred percent (100%); second thirteen weeks - ninety percent (90%); third thirteen weeks - eighty percent (80%); and fourth thirteen weeks - seventy percent (70%).

In cases where medical certification indicates an extension of the fifty-two (52) week convalescent period would result in the Employee's return to work, an extension of these benefits may be granted by the City Manager for a period not to exceed thirteen (13) additional weeks.

When an Employee has been permanently disabled, totally or partially, for his usual occupation, he shall be informed that no consideration will be given to supplemental pay after such date of notification.

## ARTICLE XX - COURT TIME

For the time spent in any legal proceedings by an Employee during his off-duty hours, providing said proceeding is the result of, or arises from, the performance of such Employee's duties as a police officer, the Employee shall be compensated at time and one-half (1 1/2) his normal rate of pay for a minimum of three (3) hours. For purposes of this article, a legal proceeding shall be defined as any time spent in Federal or State Court, under subpoena or Court order; time spent in signing or securing warrants; and time spent in responding to a subpoena for the taking of depositions.

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 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.

## ARTICLE XXI - HEALTH AND WELFARE

### Section 1.

The Employer shall provide and pay the premium on Blue Cross/Blue Shield Comprehensive Major Medical Program with a calendar year deductible of \$100 per person, \$200 per family and a twenty percent (20%) co-pay up to a yearly maximum of \$1000 per family and a \$5.00 co-pay prescription drug rider for eligible seniority employees and family members.

### Section 2.

Eligible Employees shall have the option of maintaining Blue Cross and Blue Shield coverage or electing to be covered by HMO. This election shall be made during the open enrollment period and such coverage will be subject to the regulations of the carrier.

### Section 3.

Retired Employees and their eligible dependents may continue, upon written request of the retiree, to be covered by the health insurance described in Sections One and Two above and subject to all relevant eligibility and other restrictions of the insurance carrier under the following conditions: (1) The premiums for such coverage for the spouse and eligible dependents of the retiree shall be paid by the retiree, and (2) The premium for such coverage for the retiree shall be covered by the City using the following formula: The City shall pay three percent (3%) of the premium for each year of service rendered to the City by the retiree prior to retirement, with a maximum benefit payment of one hundred percent (100%) of the benefit cost.

### Section 4.

The City shall provide and pay for an optical program known as Vision Service Plan Standard Plan D for all members of this bargaining unit.

## ARTICLE XXII - RETIREMENT BENEFITS

### Section 1.

Regular, full-time employees shall be covered by the City's retirement plan through the Michigan Municipal Employees Retirement System. All contributions to the plan shall be made by the City.

### Section 2.

The basic benefit program of the retirement plan shall be Benefit Program C-2 with B-1 base with the F-55 with 25 years service rider.

Section 3.

Effective July 1, 1991, and covering retirements commencing on or after that date, the basic benefit program shall be upgraded to Benefit Program B-3 with the F-55 with 25 years service rider.

Section 4.

Effective July 1, 1992, and covering retirements commencing on or after that date, the FAC-3 rider shall be added to the retirement plan.

ARTICLE XXIII - CLOTHING AND EQUIPMENT ALLOTMENT

Section 1.

Uniforms, leather and other related equipment shall be furnished by the Employer. The Employer shall furnish a hand gun of the Employer's choice for the employee's use.

Section 2.

Upon termination of employment or layoff under any circumstances caused either by the Employer or the employee, all furnished equipment shall be immediately returned to the Employer and remain property of the Employer.

ARTICLE XXIV - LIFE INSURANCE

Section 1.

The Employer will provide all eligible full-time employees represented by the Agreement with a \$25,000.00 life insurance policy agreeable by both the Employer and the Employee.

ARTICLE XXV - SICK AND ACCIDENT INSURANCE

Section 1.

The Employer will make available, and pay the cost of, a Sick and Accident Insurance Program.

Section 2.

All full-time employees on the seniority list will become eligible for the said Insurance Benefit Program immediately upon completion of the insurance application and acceptance by the Insurance carrier.

Section 3.

Any employee sustaining a non-occupational injury or illness (not including an injury sustained while in the gainful employment of another employer) will be paid by the City of Flushing an amount equal to one hundred percent (100%) regular weekly net pay wage rate for a period not to exceed twenty-six (26) weeks. The City reserves the right to investigate the circumstances of any non-occupational injury.

## ARTICLE XXVI - SICK DAYS

### Section 1.

Sick days shall not be considered a privilege which an employee may use at his discretion, but shall be allowed only in case of necessity and actual sickness or disability of an employee. Sick days will be accumulated by full-time seniority employees at the rate of one (1) day per month cumulative to a maximum of fifty (50) days.

### Section 2.

Employees must report the need for sick leave to their supervisors as soon as possible and the City may require a doctor's certificate from any employee who is absent more than three (3) days due to sickness.

When calling in sick, employees shall call in two (2) hours before the start of the shift, if possible. They shall make contact with the Department and whoever is on duty, and shall not merely leave word with Central Dispatch. When necessary, they shall have Central Dispatch contact the officer on duty and have that officer call the sick employee. The employee calling in sick shall not call another employee to substitute or work in his or her place.

### Section 3.

If the Chief of Police determines that an employee is habitually abusing sick leave benefits, the Chief will counsel the employee, letting him know that a problem exists. If the problem persists, requests for a doctor's certificate may be requested and disciplinary action will be taken.

## ARTICLE XXVII - LIABILITY PROTECTION PROGRAM

### Section 1.

All members of the bargaining unit are covered by the City's liability protection program.

## ARTICLE XXVIII - LONGEVITY

### Section 1.

On the employee's anniversary date of employment, full-time employees will receive longevity pay at the rate of one (1) day for each year of continuous employment by the City. Longevity pay is limited to fifteen (15) years. Longevity paid only on anniversary date.

## ARTICLE XXIX - CALL-IN PAY

Whenever an Employee is called back to work he shall be paid a minimum of two (2) hours at time and one-half (1 1/2) his normal rate of pay. Any Employee 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) hour's overtime for which he was compensated.

Any Employee called back to work immediately prior to his normal work shift shall be paid at time and one-half (1 1/2) his normal rate of pay only for the time actually worked before his scheduled work shift.

#### ARTICLE XXX - PERSONAL LEAVE

##### Section 1.

Employees will be granted three (3) personal leave days with pay each fiscal year. If not used, they cannot be carried over from year to year and such days shall have no monetary value should employment be terminated by either party.

#### ARTICLE XXXI - JURY DUTY

Jury duty shall be counted as time worked for pay purposes when the employee is called to serve on jury duty. Such employees shall be paid at their regular hourly rate for all hours lost (not to exceed 8 hours) per day, per work week. In consideration of receiving their regular hourly pay, employees shall assign to the City all remunerations received for jury duty during the same period. If the employee is needed for proper operation of the department, the Employer may request the court to excuse the employee from jury duty.

#### ARTICLE XXXII - CITATIONS

##### Section 1.

The parties agree that records of service will be kept in the employee's personnel file and that citations will be awarded in instances of meritorious performances, above and beyond the call of duty.

#### ARTICLE XXXIII - SAFETY HEALTH EDUCATION AND WELFARE

##### Section 1.

Both management and the Union members of this Agreement hold themselves responsible for mutual, cooperative enforcement of safety rules.

##### Section 2.

The parties of this Agreement shall establish a joint safety committee consisting of a representative of the Union and the City Manager or his designee.

##### Section 3.

The written safety code shall contain the following safety regulations to take immediate effect upon ratification of this Agreement.

- (a) Manpower: It is recognized by both parties that, under optimal conditions, it is preferred that there be two (2) police officers on duty; it is also recognized that this may not always be the case.
- (b) Equipment: Proper equipment; such as helmets, nightsticks, first aid kits, flares, raincoats, shotguns and ammunitions shall be made available to all employees on duty on any normal eight (8) hour tour of duty.

Section 4.

The employees shall be allotted sufficient ammunition and supplies for the qualifications of said employees at the pistol range.

ARTICLE XXXIV - OUTSIDE EMPLOYMENT

Section 1.

Though Outside Employment in another Law Enforcement Agency is undesirable, such employment will be allowed up to 16 hours per regular work week with the approval of the Chief of Police, provided the outside Law Enforcement Agency provides proof of insurance covering the employee while working in such outside Agency. Whenever any outside employment interferes or affects the performance in the City of Flushing, it may be dealt with by disciplinary action by the Employer.

ARTICLE XXXV - MISCELLANEOUS

Section 1. Addresses and Telephone Number of Employees

Each employee covered hereby, whether on or off the active payroll, shall keep the City currently advised of his correct mailing address and of his telephone number.

Section 2. Resignation

Any employee covered hereby who desires to resign, must present his resignation in writing to his department head or the City Manager. The resignation must be submitted two weeks, exclusive of earned vacation time, prior to the date it is to be effective. Any employee failing to give such proper notice may forfeit all leave benefits accrued under this Agreement.

Section 3. Effect of this Agreement

This Agreement supersedes any past practice otherwise not covered by this Agreement and it supersedes any previous Agreement, verbal or written between the City and any employee covered hereby.



Section 4. Waiver Clause

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 the right and opportunity are set forth in this Agreement. Therefore, the City and Labor Council, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 5. Productive Time

The Union agrees that working hours shall be productive hours and that there shall be no Union work or Union activity on City time and/or on the premises when it interferes with the duties of any employee (other than that specifically permitted by the express terms of this Agreement).

Section 6. Payroll Period

The City may, at its option, change from the current weekly payroll period to a bi-weekly (every two weeks) payroll period.

ARTICLE XXXVI - SALARY SCHEDULE

Section 1.

The schedule of pay rates effective by this agreement are as follows:

Effective July 1, 1990: (+5%)

<u>Police Officers</u>	<u>Annually</u>	<u>Hourly</u>
Starting	\$22,786.40	\$10.955
One year	\$24,691.68	\$11.871
Two years	\$26,293.28	\$12.641
Three years	\$29,304.87	\$14.089
<u>Sergeants</u>	\$31,226.83	\$15.013

Effective July 1, 1991: (+4%)

<u>Police Officers</u>	<u>Annually</u>	<u>Hourly</u>
Starting	\$22,786.40	\$10.955
One year	\$24,691.68	\$11.871
Two years	\$26,293.28	\$12.641
Three years	\$30,477.06	\$14.652
<u>Sergeants</u>	\$32,475.90	\$15.613

Effective July 1, 1992: (+5%)

<u>Police Officers</u>	<u>Annually</u>	<u>Hourly</u>
Starting	\$22,786.40	\$10.955
One year	\$24,691.68	\$11.871
Two years	\$26,293.28	\$12.641
Three years	\$32,000.91	\$15.385
<u>Sergeants</u>	\$34,099.70	\$16.394

#### ARTICLE XXXVII - DENTAL PLAN

##### Section 1.

The City shall provide a dental health care plan which provides the following benefits for eligible employees:

Maximum Benefit Payable during any calendar year..\$2,000.00

Employee and Dependent Dental Expense

Benefit Year Cash Deductible for Non-Orthodontic Services:

Group 1 Services	-	None
Group 2 and 3 Services	-	\$25.00 for each covered person

The policy does not pay benefits for charges otherwise covered by this plan to the extent that benefits for such charges are furnished by:

- (1) Employees other major medical expense insurance carrier; and
- (2) Medicare

Payment Rate for:	Group 1 Services	-	100%
	Group 2 Services	-	100%
	Group 3 Services	-	50%

Benefit Year Payment Limit for Non-Orthodontic Services - up to \$2,000.00.

A "benefit year" is a 12 month period which starts on January 1st and ends on December 31st of each year.

#### ARTICLE XXXVIII - SAVINGS CLAUSE

##### Section 1.

If any Article or Section of the Agreement or any addendum thereto, should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal the remainder of the Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

## Section 2.

In consideration of the foregoing provisions of this Agreement, the Union agrees that there shall be no suspension of work or other interference with the operation of the Employer during the term of this Agreement with respect to, or based upon, any dispute which is subject to arbitration. The Union further agrees that it will actively oppose and discourage any such action on the part of individual employees and will not support them in any violation of this section.

## ARTICLE XXXIX - TERMINATION

### Section 1.

This Agreement shall be effective on the date of execution and shall remain in full force and effect through 11:59 P.M., June 30, 1993. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date, in which case this Agreement shall continue in full force and effect until a new Agreement has been reached and signed. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ninety (90) days prior to the desired termination date, such notification date shall not be before the anniversary date set forth in the preceding paragraph.

## ARTICLE XXXX - EQUALIZATION OF SCHEDULED OVERTIME

### Section 1.

Scheduled overtime is defined as that overtime which the Employer schedules not less than forty-eight (48) hours prior to the need for such overtime. The Employer shall not intentionally delay the scheduling of overtime with the intent of circumventing this provision.

### Section 2.

Except as herein otherwise provided, scheduled overtime shall be equalized among all Employees who have successfully completed the probationary period. Scheduled overtime involving special assignments, such as investigative work, shall not be subject to Section 4.

### Section 3.

The Employer shall maintain a master overtime equalization list. All overtime hours worked, including those hours worked on special assignment, will be recorded and kept current and will be available for review by the Employees. New equalized overtime records will be implemented each July 1 with all Employees starting with zero (0) hours. At least one (1) hour's notice must be given by officers cancelling their scheduled overtime work for a reason of sickness. In the event an officer does not notify his Supervisor within one (1) hour of inability to appear for scheduled overtime, the officer will be charged on the overtime list as if the overtime had been worked.

#### Section 4.

The Employer shall post scheduled overtime subject to equalization on the overtime bulletin board. Assignments shall be made on the basis of low overtime hours worked. Classification seniority will be used to break all ties.

#### Section 5.

All call-in overtime will be equalized to within twenty-four (24) hours during the calendar year. Employees who turn down overtime shall be charged with the equal number of hours to be worked. Employees on vacations, personal days, compensation days or bereavement days shall not be considered unless called for a departmental emergency. All requests for vacation, personal days, and compensation days off shall be submitted, in writing, to the Chief or his designee for approval. An Overtime Equalization list will be posted within the Police Department.

When a full-time police officer is scheduled to work and calls in sick, the work shall first be offered to another full-time officer in accordance with the Overtime Equalization list.

### ARTICLE XXXXI - SHIFT PREFERENCE

Except as herein provided, an Employee shall be allowed to select his shift on the basis of department seniority.

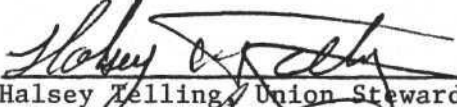
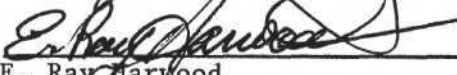
The following procedures shall be used in shift preference determinations:

- (a) Shift preference shall be exercised only during the period January 1st through January 15th, and July 1st through July 15th, and only after written notice from the Employee of his desire to exercise shift preference shall have been provided to the appropriate supervisor at least thirty (30) days in advance of January 1st.
- (b) An Employee with less than one (1) year of credited service as a Police Officer with the department, may not be bumped from the shift that they have been assigned to, nor shall they have any shift preference during this period.
- (c) Shift assignments based on specialized duties shall not be subject to shift preference.
- (d) Shift preference may also be exercised in the event of a permanent vacancy without regard to paragraph (a) above.
- (e) Whenever practical, Employees will receive ten (10) days notice in shift changes.

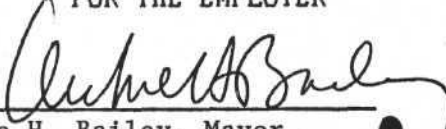
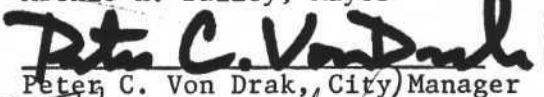
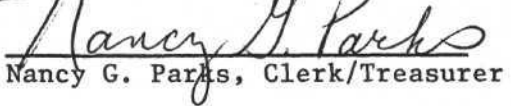
Regular work shifts and their starting and quitting times shall be established and instituted within sixty (60) days after the execution of this Agreement. The initial shift preference selection shall not be subject to paragraph (a) above, however, written notice from the Employee expressing his desire to exercise shift preference must be submitted to the appropriate supervisor within thirty (30) days of the execution of this Agreement. Such initial shift preferences shall be instituted within sixty (60) days after the execution of this Agreement.

IN WITNESS whereof, the parties hereto have caused this Agreement to be executed this 26th day of November, 1990.

FOR THE LABOR COUNCIL

  
Halsey Telling, Union Steward  
  
E. Ray Harwood  
Field Representative  
L.C.M.F.O.P.

FOR THE EMPLOYER

  
Archie H. Bailey, Mayor  
  
Peter C. Von Drak, City Manager  
  
Nancy G. Parks, Clerk/Treasurer

MEMORANDUM OF UNDERSTANDING

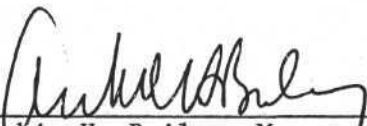
Between the  
City of Flushing  
and  
Labor Council Michigan Fraternal Order of Police

RE: Grievance #90-305

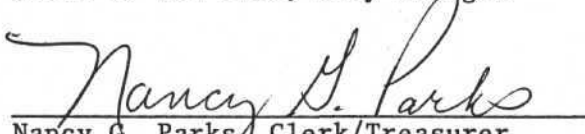
The parties agree that, in full settlement of grievance #90-305, the City shall, upon execution of the 1990 - 1993 collective bargaining agreement between the parties, post a notice of promotional opportunity to the position of Sergeant and shall proceed to select a person for such Sergeant position in accordance with the procedures of Article XIII, Promotions, of that Agreement.

Dated this 26th day of November, 1990.

CITY OF FLUSHING:

  
\_\_\_\_\_  
Archie H. Bailey, Mayor

  
\_\_\_\_\_  
Peter C. Von Drak, City Manager

  
\_\_\_\_\_  
Nancy G. Parks, Clerk/Treasurer

LABOR COUNCIL MICHIGAN F.O.P.:

  
\_\_\_\_\_  
Halsey Telling, Union Steward

  
\_\_\_\_\_  
E. Ray Harwood, Field Representative  
L.C.M.F.O.P.

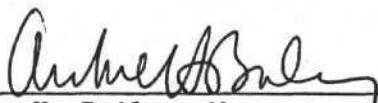
MEMORANDUM OF UNDERSTANDING

Between the  
City of Flushing  
and  
Labor Council Michigan Fraternal Order of Police

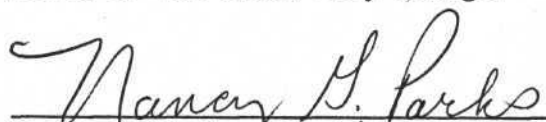
It is the understanding of the parties that, in implementing the new 1990-93 labor agreement between them, all employees on the payroll as of October 9, 1990 shall receive a raise in pay of 5%, retroactive to July 1, 1990.

Dated this 26th day of November, 1990.

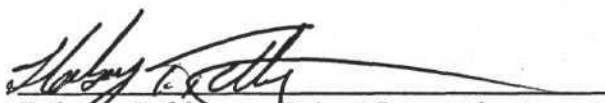
CITY OF FLUSHING:

  
\_\_\_\_\_  
Archie H. Bailey, Mayor

  
\_\_\_\_\_  
Peter C. Von Drak, City Manager

  
\_\_\_\_\_  
Nancy G. Parks, Clerk/Treasurer

LABOR COUNCIL MICHIGAN F.O.P.:

  
\_\_\_\_\_  
Halsey Telling, Union Steward

  
\_\_\_\_\_  
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