



**EMERGENCY MANAGER
CITY OF FLINT
GENESEE COUNTY MICHIGAN**

ORDER No. 15

**APPROVAL OF COLLECTIVE BARGAIN AGREEMENT
WITH P.O.L.C. - FLINT POLICE CAPTAINS AND LIEUTENANTS UNION**

BY THE POWER AND AUTHORITY VESTED IN THE EMERGENCY MANAGER ("EMERGENCY MANAGER") FOR THE CITY OF FLINT, MICHIGAN ("CITY") PURSUANT TO MICHIGAN'S PUBLIC ACT 4 OF 2011, THE LOCAL GOVERNMENT AND SCHOOL DISTRICT FISCAL ACCOUNTABILITY ACT, ("PA 4"); MICHAEL BROWN, THE EMERGENCY MANAGER, ISSUES THE FOLLOWING ORDER:

On March 16, 2011, the Local Government and School District Fiscal Accountability Act, Public Act 4 of 2011, ("Public Act 4") was enacted to safeguard and assure the fiscal accountability of units of local government; to preserve the capacity of units of local government to provide or cause to be provided necessary services essential to the public health, safety and welfare of citizens; and

Pursuant to Public Act 4, the Emergency Manager has broad powers in receivership to rectify the financial emergency and to assure the fiscal accountability of the City of Flint and its capacity to provide or cause to be provided necessary services essential to the public health, safety and welfare; and

Pursuant to Public Act 4, the Emergency Manager acts in place of local officials, specifically the Mayor and City Council, unless the Emergency Manager delegates specific authority; and

Public Act 4 empowers the Emergency Manager to issue the orders the Manager considers necessary to accomplish the purposes of the Act and any such orders are binding on the local officials or employees to whom they are issued. **Section 19(1)** provides that an Emergency Manager may take on one or more additional actions with respect to a local government in receivership: **(g)** Make, approve or disapprove any appropriation, contract, expenditure **(l)** Act as sole agent of the local government in collective bargaining with employees or representatives and approve any contract or agreement; **(ee)** Take any other action or exercise any power or authority of

any officer, employee, department, board, commission, or other similar entity of the local government, whether elected or appointed, relating to the operation of the local government. The power of the emergency manager shall be superior to and supersede the power of any of the foregoing officers or entities...; and **19(2)** ...the authority of the chief administrative officer and governing body to exercise power for and on behalf of the local government under law, charter, and ordinance shall be suspended and vested in the Emergency Manager.

The City and the P.O.L.C. - Flint Police Captains and Lieutenants Union engaged in good faith collective bargaining, with a tentative agreement executed on April 12, 2012.

The tentative agreement was ratified by the P.O.L.C. - Flint Police Captains and Lieutenants Union on April 13, 2012.


It is hereby ordered:

The terms and conditions of the parties' tentative agreement, attached hereto, are hereby accepted and adopted.

The Human Resources Director shall immediately implement the contract changes set forth in the tentative agreement and incorporate those into the collective bargaining agreement between the City of Flint and the P.O.L.C. - Flint Police Captains and Lieutenants Union.

This Order may be amended, modified, repealed or terminated by any subsequent order issued by the Emergency Manager.

Dated: April 16, 2012

By: 
Michael K. Brown
Emergency Manager
City of Flint

xc: State of Michigan Department of Treasury
Mayor Dayne Walling
Flint City Council
Inez Brown, City Clerk

TENTATIVE AGREEMENT BETWEEN
THE CITY OF FLINT AND POLICE OFFICERS LABOR COUNCIL
POLICE CAPTAINS AND LIEUTENANTS

April 10, 2012

WHEREAS, the parties agree to this tentative agreement in regards to a new collective bargaining agreement, the term of which shall run through June 30, 2014, under the conditions as set forth below.

NOW THEREFORE, in consideration of the mutual covenants, promises, and obligations contained in this Tentative Agreement, the parties agree as follows:

ARTICLE 13
WORK TIME AND PAY PERIODS

- At the discretion of the City, the regular work schedule may be modified to provide for 12-hour shifts, the specific details to be determined in the sole discretion of the City.

ARTICLE 14
WAGES AND ALLOWANCES

Section 1. Wages.

- Reduce wages by 2.5% across the board for all employees.
- Any employee who is entitled to step increases under the parties' expired collective bargaining agreement ("CBA") will receive such step increases on the date the new CBA is fully ratified (without retroactivity per PA 54 of 2011). However, there shall be no further entitlement to step increases in wages or benefits for any employee for the remainder of the term of the new CBA.

Section 2. Clothing Allowance.

- Eliminate for all employees. However, police officers that are required by the City to wear business attire as part of their regular job duties will have reasonable access to the City's dry cleaning service, which is funded by City employees.

Section 3. Weapons Proficiency Allowance.

- Eliminate for all employees.

ARTICLE 18
COURT TIME

- Reduce minimum court time pay from three (3) hours to one (1) hour.

ARTICLE 20
ANNUAL LEAVE

Section 1. Accrual of Annual Leave.

- Reduce annual leave by one (1) hour per pay for all employees.

ARTICLE 26
RETIREMENT

Section 1. General.

- All current employees shall have the portion of their pensions earned for credited service time up to an employee's 20th year of service as a sworn police officer calculated in accordance with the parties' expired CBA. For all credited service time earned after the first 20 years of service, the multiplier shall be reduced to 2.25 and there shall be a cap of a total of 240 hours of leave time included as part of FAC (overtime shall not be included in FAC). If an employee has more than 20 years of credited service time with the City as a sworn police officer as of April 15, 2012, then all credited years of service up to April 15, 2012, shall be calculated under the pension formula contained in the parties' expired CBA. However, credited service time earned after April 15, 2012, through retirement shall be computed under the reduced formula set forth above (2.25 multiplier and max of 240 hours of leave time included in FAC and no overtime).
- Any employee that is promoted into this bargaining unit on or after April 15, 2012, shall bring forward with them whatever pension benefit he/she was entitled to on the date prior to the promotion into this bargaining unit.

Section 3. Employee Contribution Rate.

- Increase employee annual contribution to 9.5% of all wages earned.

ARTICLE 30
INSURANCE COVERAGE

- The parties agree that the City may change the current medical plans for all active employees to the plans presented by the Employer at City Hall during negotiations, and are attached as Exhibit 1.
- Any employee that is promoted into this bargaining unit on or after April 1, 2012, shall bring forward with them whatever insurance benefits he/she was entitled to on the date prior to the promotion into this bargaining unit.

MISCELLANEOUS

- The parties agree to incorporate relevant currently existing Letters of Understanding and/or Memorandums of Understanding into the new collective bargaining agreement.
- Unless specifically modified herein, all other provisions of the parties' expired collective bargaining agreement shall remain unchanged in the new collective bargaining agreement.
- The parties understand, acknowledge and agree that the terms of this tentative agreement and the parties' expired collective bargaining agreement must still be converted into final contract language that both parties will have to review and approve. After all of the language has been approved by the parties, it shall be integrated into a single document which shall be executed by the parties and serve as the new collective bargaining agreement.
- This Tentative Agreement is not enforceable until fully ratified by the Police Officers Labor Council, Police Captains and Lieutenants.

POLICE OFFICERS LABOR COUNCIL,
POLICE CAPTAINS AND LIEUTENANTS

Lt. Alligier (President)

Capt. Darryl Patterson

Asst. J. [Signature]

Capt. T.R. Johnson

CITY OF FLINT

Michael K. Brown

MICHAEL BROWN
Emergency Manager