



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

ORDER No. 23

**ACCEPTANCE AND IMPOSITION OF COLLECTIVE
BARGAINING AGREEMENT WITH THE
FLINT POLICE OFFICERS ASSOCIATION 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 436 OF 2012, LOCAL FINANCIAL
STABILITY AND CHOICE ACT, ("PA 436"); DARNELL EARLEY, THE EMERGENCY
MANAGER, ISSUES THE FOLLOWING ORDER:

Pursuant to PA 436, the Emergency Manager has broad powers in receivership to rectify the financial emergency and to assure the fiscal accountability of the City and its capacity to provide or cause to be provided necessary services essential to the public health, safety and welfare; and

Pursuant to PA 436, the Emergency Manager acts in place of local officials, specifically the Mayor and City Council, unless the Emergency Manager delegates specific authority; and

Pursuant to PA 436, Section 12(1)(g), the Emergency Manager may make, approve, or disapprove any appropriation, contract, expenditure, or loan, the creation of any new position, or the filling of any vacancy in a position by any appointing authority; and

Pursuant to PA 436, Section 12(1)(k), subject to Section 19, after meeting and conferring with the appropriate bargaining representative and, if in the Emergency Manager's sole discretion and judgment, a prompt and satisfactory resolution is unlikely to be obtained, reject, modify, or

terminate one or more terms and conditions of an existing collective bargaining agreement. The rejection, modification, or termination of one or more terms and conditions of an existing collective bargaining agreement under this subdivision is a legitimate exercise of the state's sovereign powers if the Emergency Manager and the State Treasurer determine that all of the following conditions are satisfied...; (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

The City and the Flint Police Officers Association Union engaged in good faith collective bargaining; however, negotiations were unsuccessful; and

On July 9, 2014, I requested that the State Treasurer concur in my determination under Section 12(1)k of PA 436 to allow the imposition of the required changes to the Collective Bargaining Agreement between the City of Flint and the Flint Police Officers Association Union; and

The State Treasurer has concurred with my determination and are agree that the conditions of Section 19 of PA 436 relative to the involvement of the Flint City Council have been satisfied.


The Emergency Manager hereby accepts and imposes the terms and conditions of the parties' Collective Bargaining Agreement attached hereto between the City of Flint and the Flint Police Officers Association Union, dated from the adoption date of this Order through June 30, 2016.

IT IS HEREBY ORDERED:

That the Human Resources Director shall immediately implement the contract changes set forth in the Collective Bargaining Agreement between the City of Flint and the Flint Police Officers Association Union.

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

Dated: 7-16-14

By: 
Darnell Earley, ICMA-CM, MPA
Emergency Manager
City of Flint

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

AGREEMENT

between

THE CITY OF FLINT

and

FLINT POLICE OFFICERS ASSOCIATION

FROM JULY 16, 2014 THROUGH JUNE 30, 2016

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**FLINT POLICE OFFICERS ASSOCIATION
AND
THE CITY OF FLINT
COLLECTIVE BARGAINING AGREEMENT**

PREAMBLE

THIS AGREEMENT is entered into on this **16th day of July, 2014**, between the City of Flint, hereinafter referred to as "City" or "Employer" and the Flint Police Officers' Association, hereinafter referred to as "Union" or "Employee."

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

**ARTICLE 1
RECOGNITION**

This agreement is entered into between the City and Employees of the Flint Police Department possessing the rank of police officer who are represented by the Flint Police Officers' Association, in order to improve the relationship between the City of Flint and those Employees of the Flint Police Department of the rank police officer.

The City recognizes the Union as the sole and exclusive bargaining representative for all Employees of the Police Department possessing the rank of police officer for the purpose of establishing wage rates, hours of employment, working conditions, and other terms and conditions of employment. However, neither this provision nor any other provision as contained herein shall limit or prohibit the ability of the City to outsource law enforcement services, utilized part-time police officers, or enter into intergovernmental agreements to augment law enforcement services.

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

**ARTICLE 2
MANAGEMENT RIGHTS AND RESPONSIBILITIES**

The City has the right to transfer, assign or reassign employees to different positions and assignments, including special assignments within the Police Department, regardless of seniority or date of hire.

During the financial emergency (which includes the duration of a duly appointed Transition Advisory Board pursuant to 2012 PA 436), if the City should desire to reduce or share services (i.e. intergovernmental agreement/police authority) currently performed by members of the bargaining unit, it shall provide the Union 30 days advanced notice of its plan and the anticipated cost savings associated with the plan and will meet and confer with the Union during the 30-day period regarding the decision and its impact. This provision shall not obligate the City to negotiate over either the decision or impact of the proposed plan to augment, reduce, or share services currently performed by members of the bargaining unit.

The City shall have the right to utilize part-time and/or reserve police officers to augment the police force. The part-time police officers shall be adequately trained (as determined by the City) before they are assigned to a shift.

The Union recognizes that, except as specifically limited or abrogated the terms and provisions of this agreement and in addition to the reservation of management rights above, all rights to manage, direct and supervise the operations of the City and the Employees are vested solely and exclusively in the City, including but not limited to the right to hire new employees and direct the working force, to discipline, suspend, discharge for cause, transfer or lay off employees, require employees to observe City and departmental rules and regulations, to decide the services to be provided to the public, the type and location of work assignments, schedules of work and the methods, process and procedures by which such work is performed.

ARTICLE 3

UNION CONCERNS

Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or discontinue their membership in the Union as they see fit. However, within thirty (30) days of employment and as a condition of employment, subject to applicable law, all Employees covered by this Agreement shall either maintain membership in the Union by paying the Union's dues, or shall pay an agency fee equal to Union dues. The Union agrees not to solicit Union membership and not to conduct activities, except as otherwise provided for by the terms in this Agreement, during working hours of the Employees or in any manner that may interfere with Employees engaged in work.

During the period of time covered by this Agreement, the City agrees to deduct from the wages of Employees who are members of the Union all Union membership dues and initiation fees uniformly required; provided however, that the Union shall present to the City written authorizations properly executed by each Employee allowing such deductions and payments to the Union. Previously signed authorizations shall continue to be effective as to current Employees and as to reinstated Employees. Any future increase in Union dues and/or initiation fees shall not require Employees to sign new authorization forms. The City has no obligation to deduct dues upon expiration of this Agreement.

FPOA Imposed Contract

At the City's option, the union shall reimburse the City an amount equal to 2% for all Union dues amounts remitted to the Union. If the Union fails to reimburse the City within 45 days of the dues remittance by the City to the Union, the City shall have no further obligation to continue dues check-off.

Employees represented by the bargaining unit, who are not members of the Union, shall, as a condition of continued employment, pay an agency fee in an amount equal to the amount paid by Employees who are Union members as regular and usual Union dues. Provided, however, Employees who are not members of the Union shall not be subject to an initiation fee.

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

Special conferences will be held on important matters where no grievance is in process and may be arranged between the Union and the Chief of Police or the Employer or their designated representative upon the request of either party. No more than two (2) Union representatives will attend unless otherwise agreed upon. Arrangements for such conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those matters included in the agenda, unless both parties agree to include other items. Conferences shall be held on a work day, but not more than once per month, unless otherwise mutually agreed.

The Association President will be assigned to a shift as scheduled at the discretion of the Chief of Police regardless of seniority and may be released from his/her job function with pay for a maximum of sixteen (16) hours every week. This release time is for the purpose of allowing the Association President to participate at MERC hearings, grievance hearings, negotiations, and perform other related lawful representational duties as required. Such release shall be upon timely written request to and approval by the President's supervisor. Unused release time may not be carried over or accumulated for subsequent periods. Approval of such requests shall not be unreasonably withheld.

The President is a police officer first and President second and as such is accountable for his or her conduct as it relates to all Orders and Memoranda as well as City, State, and Federal laws.

The President will be required to report all absences in the same manner as all other police officers and to wear a police uniform while being paid by the City.

The City recognizes the right of the Union to designate stewards through elections held by the Union, and alternate stewards by appointment of the Union. Annually, the Union shall provide the name of the stewards to the Police Chief, to the Human Resources and to the City's Administration for their information.

One Steward, or alternate, may during his working hours (2 hours maximum per shift), without loss of time or pay, in accordance with the terms of this Article, investigate and process grievances upon having received permission from their superior to do so. Any abuse of this time will result in disciplinary action.

The City shall continue to furnish existing office space and two parking spaces, at the rear of the police station, for use by the Union.

The City agrees that accredited representatives of the Union shall have reasonable access to the City's premises during regular business hours to conduct Union business. Such representatives shall give advance notice of their presence to the supervisor concerned.

The Union's bargaining team shall be limited to five (5) members. Of that number, three (3) when bargaining occurs during their normal work shift, shall be released for such purpose without loss of time or pay. In no event will the City compensate an Employee for hours spent in bargaining or other Union activities beyond the Employee's normal work shift.

Any leave associated with any union business shall be taken on an Employee's regularly scheduled day off and shall be without pay. However, Employees may use banked leave time to attend to Union business, with prior approval from management.

ARTICLE 4

WORK TIME AND PAY PERIODS

Section 1. Regular Pay Period.

The normal pay period shall include the first scheduled full shift which begins after 12:01 A.M. Sunday and shall run to include the last shift scheduled to begin prior to midnight the second following Saturday.

Section 2. Pay Days.

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

When a recognized legal holiday falls on a regular pay day, the pay day will be one day earlier. The pay period shall cover the two weeks prior to the Sunday preceding the pay day.

Section 3. Scheduling.

Notwithstanding anything to the contrary as may be contained herein or elsewhere, the City shall have the unfettered right to modify work schedules of all Employees, including but not limited to the right to place some or all Employees on eight hour, ten hour and/or twelve hour shifts. The City will provide fourteen (14) calendar days' notice before any schedule change will be implemented. However, this notice provision does not apply in the event of any emergency.

ARTICLE 5
SENIORITY

Section 1. Definitions

- (a) City Seniority – The Employee's original date of hire adjusted for time not worked. City seniority shall be used for determining step increases in pay and PTO accrual, excluding prior retirement service restored and/or purchases of time.
- (b) Departmental Seniority – The date the Employee joined his current department adjusted for time not worked.
- (c) Classification Seniority – The date the Employee was promoted to his present permanent job classification adjusted for time not worked. Classification seniority shall be used for layoffs, PTO pick and shift preference.
- (d) Ties – Any ties in classification seniority shall be resolved by applicable testing scores (as defined by the Human Resources Office). In absence of testing scores, then by date of application, and then by time of application.
- (e) General – Except for those instances specifically noted otherwise, seniority for purposes of this Agreement shall be classification seniority.

Section 2. Computation.

For each straight time hour paid after the last date of hire, an Employee shall receive seniority credit. Seniority credit shall also accrue for each straight time hour paid while on paid time off, applicable military leave and/or duty related injury for which the Employee receives Workers' Compensation. Seniority will not accrue for unpaid leaves of absence, including but not limited to unpaid time off, paid and unpaid disability leave, time spent on layoff, and disciplinary action.

In arbitration matters, in which the arbitrator reduces the discipline, Employees shall be given seniority credit only for the time in which they received straight time pay.

Section 3. Loss of Seniority.

An Employee shall lose seniority for the following reasons:

- (a) He quits or retires.
- (b) He is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
- (c) He fails to report for work within five (5) days from the date of the mailing of the notice of recall from layoff, notice of said recall from layoff to be certified mail to the Employee's last known address. The City may, in its discretion, make an exception to this return to work within five (5) days rule when it believes it is warranted by the circumstances. Such discretion shall not be arbitrary or capricious.
- (d) If an Employee is laid off for a continuous period equivalent to the length of his classification seniority or 12 months, whichever is later. In the case of a laid off Employee with less than one (1) year of seniority the City and the Union will meet 30 days prior to the expiration of the Employee's 12 month period to review whether there is a mutual agreement to extend the period.
- (e) The Employee is absent for any three (3) consecutive working days without properly notifying the Employer. Because of his unreported absence, the Employee is considered to have resigned (voluntary quit) and is no longer in the employ of the City of Flint. In proper cases exceptions shall be made upon the Employee producing convincing proof of his inability to give such notice.
- (f) Failure to return to work from a leave caused by the employee's disability within one (1) year of the commencement of such leave. If an Employee on a leave caused by the employee's disability returns to work but fails to remain in active employment with the Employer for at least six (6) consecutive months, the Employer will consider any subsequent period on a leave caused by the employee's disability a continuation of the original period of leave for purposes of application of this paragraph; provided that, if the

Employee can demonstrate by clear and convincing evidence that a subsequent period of disability is caused by a different injury or condition, that subsequent period will not be deemed a continuation of the original period of leave for purposes of application of this paragraph.

- (g) The Employee fails to return on the specified date following an approved disability leave. In proper cases, exceptions may be made upon the Employee presenting convincing proof of his/her inability to return on the require date.
- (h) The employee has been on an approved disability leave for a period of twenty-four (24) weeks or for a period of time equal to the length of his/her seniority at the time the approved disability leave commences, whichever is less.

ARTICLE 6 **AUTHORIZED PAYROLL DEDUCTIONS**

In addition to mandatory deductions, Employees may authorize other deductions as agreed upon by the parties.

In the event of an overpayment to an Employee, it is agreed that said overpayment may be collected by the City with the Employee hereby authorizing a payroll deduction for such overpayment. The Employee will be notified in writing of the overpayment at least five (5) work days prior to the date of the paycheck in which the overpayment is being recovered.

ARTICLE 7 **WAGES**

All members of the bargaining unit serving as Police Officers regardless of assignment, (Any increases will not go into effect until the Contract is enforceable and after the PTO Bank is established), will have their current hourly rates increased by 3%. Also thereafter, current employees will be placed at the appropriate pay step in accordance with City seniority based upon the table below. If the employee's current wage rate is higher than the scale below, the employee's hourly rate will be frozen until such time as the employee's wage rate equals the compensation schedule below.

<u>City Seniority</u>	<u>Base Annual Salary</u>	<u>Hourly Rate</u>
1st 6 months	\$ 34,860	\$ 16.760
7th month to end of 1st year	\$ 36,444	\$ 17.521
Start of 2nd year	\$ 38,112	\$ 18.321

FPOA Imposed Contract

Start of 3rd year	\$ 42,345	\$ 20.358
Start of 4th year	\$ 46,575	\$ 22.392
Start of 5th year	\$ 53,535	\$ 25.738
Start of 10 th year	\$ 55,000	\$ 26.442

The hourly rate is based on 2080 hours.

ARTICLE 8
OVERTIME AND OVERTIME PAY

An Employee who works in excess of 84 hours in a two week pay period shall be paid overtime premium pay at the rate of one and one-half (1-1/2) times the Employee's regular hourly rate. For the purpose of computing overtime hours, only actual hours worked shall be counted towards eligibility of overtime premium pay. Time spent on leave during a two-week pay period shall not be counted as time worked for overtime purposes.

ARTICLE 9
COURT TIME

For the time spent in any legal proceeding by an Employee during his off-duty hours, providing said proceeding is the result of, or arises from, the performance of such Employee's duties as a police officer, the Employee shall be compensated at time and one-half (1-1/2) his normal rate of pay for a minimum of two (2) hours. For purposes of this Article, a legal proceeding shall be defined as any of the following:

1. Time spent in Federal or State Court, under subpoena or Court order;
2. Time spent in signing and securing warrants;
3. Time spent in attending implied consent hearings, under notice of hearing;
4. Time spent in responding to a subpoena for the taking of depositions.

Time spent, whether on or off duty, in any proceeding of the Employee against the City or as a witness of any Employee proceeding against the City, is not considered Court time under this Article and will not be compensated.

Notwithstanding the above, the City shall have the right to place Employees on standby and pay them pursuant to Article 11, Standby, rather than Article 9, Court Time, for possible court appearances. Said standby pay shall be waived if the Employee is subsequently called in to work.

FPOA Imposed Contract

Employees shall report for said legal proceedings in uniform when notified to do so by the Chief Legal Officer or Assistant Prosecutor in charge of the proceedings. Such notification shall be given at the time of service or notification of the subpoena or Court order.

All canceled Court cases will be placed on roll call and/or verbally conveyed to the Employee. It is the Employee's obligation to determine if his name is on the roll call. If said Employee's name is not on the roll call, it is the Employer's obligation to verbally convey to the Employee the notice of cancellation. It is agreed that the Employee has the burden of proving that he is entitled to Court time pay.

When an Employee is required to attend a legal proceeding during a regularly scheduled work day, he will be compensated at straight time, however, any Employee called to appear at any legal proceeding immediately prior to or immediately subsequent to a normal work shift shall be paid at time and one-half (1-1/2) his normal rate of pay only for the time actually worked before or after the Employee's scheduled work shift. Off-duty hours, for the purpose of this Section shall not include those hours when an Employee is drawing sick or injury pay.

Mileage fees received by the Employee shall be submitted to the City whenever transportation has been furnished by the City.

ARTICLE 10 **CALL-IN**

Whenever an Employee is called back to work, he shall be paid for a minimum of two (2) hours at overtime rates. Time spent on call-in shall not include time spent on stand by. Employees who are called back will perform only those duties which are normally assigned his rank and/or position.

ARTICLE 11 **STAND-BY**

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

For compensation, the Employee on such duty shall receive at his regular straight time rate of pay one (1) hour pay for each calendar day, Monday through Friday and two (2) hours pay for each calendar Saturday, Sunday, and/or holiday of such duty. Stand-by time shall not be considered "time worked."

ARTICLE 12
HOLIDAYS

Section 1. Holiday Observances.

The following days shall be designated as holidays:

New Year's Day	Easter Sunday
Martin Luther King Day (Federal Observed Day)	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Eve
	Christmas Day

All Employees shall receive eight (8) hours of pay at straight time for the nine (9) recognized holidays. The pay for each holiday shall be in the Employees' next regular pay check. Employees who work a recognized holiday shall also be compensated for the hours worked.

An Employee must work the Employee's scheduled hours on the Employee's last scheduled day before the holiday and the Employee's first scheduled day after the holiday, or be on an authorized leave prior approved day off in order to receive holiday pay.

ARTICLE 13
PAID TIME OFF (PTO)

Effective July 1, 2014, all current categories of time off including vacation, personal time, funerals/bereavement, as well as health, maternity leave and FMLA, not covered by the disability insurance program in Section 7 below, will be classified as Paid Time Off (PTO).

All current bargaining unit Employees shall have their current accumulated annual and sick bank as of that date converted to PTO time. Up to 200 hours of converted PTO time will be placed in the employee's Maximum Accumulation Hours bank. Any PTO time in excess of 200 hours of the maximum accumulations at the time of conversion, will be placed in a holding bank and paid out at retirement or death at the rate of 100% of the Employees straight time hourly rate in effect prior to any wage increase provided in Article 7 (Wages). Such payment shall not be included as final average compensation for the purpose of computing retirement benefits.

Section 1 – Accrual of PTO Time.

PTO time shall be computed and accrued on the basis of each payroll period that an Employee has at least seventy-two (72) hours of straight time pay. If an Employee has more than forty (40) hours of straight time pay in a payroll period but less than seventy-two (72) hours the Employee shall accrue one-half (1/2) the amount shown in the schedule below. PTO

time shall be based on City seniority (as defined in this Agreement) uninterrupted by resignation or discharge. PTO time shall be accrued on the following basis:

Years of City Seniority	Maximum Hours Accrued Per Payroll Period	Maximum Accumulated Hours
Less than 2	3.07	300
2 thru 10	4.61	300
11 thru 15	6.15	300
16 and Over	7.69	300

PTO time may be cumulative but not to exceed the maximums set forth above and any excess shall be forfeited

Section 2 – General.

Accumulation of PTO time shall begin at the date of employment, but may not be used until an Employee shall have worked six (6) months. Employees terminating within the first six months shall forfeit any right to payment for said accumulated time. Provided however, that in the case of Employees who are involuntarily called into the Armed Forces of the United States, such Employees shall receive allowance for annual leave computed under the terms hereof from date of employment for the term of said involuntary tour of duty, without regard to whether said Employees have worked less or more than six (6) months.

Section 3 – PTO Payout on Termination, Retirement, Death.

Upon retirement or termination of employment (including at time of layoff), an Employee shall be compensated for his accrued PTO time at the time the employment is terminated, the Employee is laid off or the Employee retires at the rate of 100% of the Employees' straight time hourly rate. Employees discharged for cause will not receive any PTO payout.

Such payment shall be made within sixty (60) days after the Employee retires/terminates employment/laid off and such payment shall not be included as final average compensation for the purpose of computing retirement benefits.

In the event of the Employee's death, unused accumulated PTO time shall be paid to the Employee's living beneficiary at the rate of 100% of the Employees' straight time hourly rate. Said payment shall be made to the spouse, children, father, mother, sister, or brothers of the deceased Employee with preference being given to those persons in the order named unless the Employee, by a sworn statement filed with the Employer prior to death has established a different order, without requiring letters of administration to be issued upon the estate of the deceased Employee.

Section 4 – Scheduled PTO Time.

All requests for scheduled PTO shall be determined at the discretion of the Chief of Police dependent on the needs of the department and seniority of the Employees. Within this context, wherever possible, the Chief of Police shall give preference to seniority Employees in granting requests.

Schedules, whereby Employees with accrued PTO time days may be afforded an opportunity to take and use such accrued PTO time days, shall be developed by the Chief of Police in accordance with the following provisions:

The calendar year shall be divided into segments equal to pay periods. All pay periods falling within, and including, the first pay period starting in the month of May and the last pay period starting in the month of September shall be known as the "Summer PTO Period." The remaining pay periods of the calendar year shall comprise the "Winter PTO Period."

Employees shall be provided an opportunity to take and use any portion of their accrued PTO time days for the purpose of taking one "summer PTO period" and again for the purpose of taking one "winter PTO period".

All requests for summer PTO and again for winter PTO shall be granted by the Chief of Police on the basis of departmental needs and seniority (as outlined elsewhere in this Agreement) of the Employees assigned to any of the various work groups within the department. For the purpose of this Agreement, a work group shall be any group of Employees assigned to a common shift, section, squad, unit, etc. (such as 1st Shift Patrol, 2nd Shift Traffic, Homicide Squad, etc.), such work groups to be determined and designated as such by the Chief of Police provided, however, that such determination and designation shall not be made whereby any Employee will be denied an opportunity to take and use his PTO time days, as provided in this Agreement.

Employees shall be allowed to pick, in accordance with the provisions outlined above, the particular pay period in which to take their summer and winter PTO. Such picking of PTO periods shall be done in the two (2) week period immediately preceding the end of the summer PTO period. Any Employee, not prepared when his turn comes to so pick the particular pay period of his preference in which to take his summer or winter PTO, shall be passed over until all other members within his work group have picked, regardless of his seniority status.

Summer and winter PTO shall be restricted in length to one (1) pay period, however, nothing shall prohibit an Employee from taking additional PTO time days in an adjacent pay period where all other Employees have been allowed to pick their summer or winter PTO time and the particular adjacent pay period desired has not been filled, as outlined above, by the limited number of Employees allowed to be absent on leave during that time.

The number of Employees from any work group allowed to be absent on PTO time during any particular pay period shall be determined by the Chief of Police, provided, however, that such determination shall not be made whereby any Employee will be denied an opportunity to take and use his days, as provided in this Agreement. Such determination shall be so made and established and brought to the attention of the Employees of the various work groups at the time of picking of summer and winter PTO periods.

Except for the PTO time days taken for summer and winter PTO as outlined above, all other requests to take and use scheduled PTO days, if granted, shall be granted by the Chief of Police on a first come, first served basis, by work group and departmental needs.

Scheduled PTO time may be canceled by the Chief of Police in any situation deemed by him to be an emergency, or upon the request of the Employee.

Section 5 – Unscheduled PTO Time.

Health Related Condition

An Employee shall be allowed to apply and receive PTO in the event of illness, injury or other conditions related to his health prohibiting him from effectively performing his assigned duties. Employees absent/late without just cause, are subject to discipline. The City may require an Employee to provide proof of such illness, injury, or other conditions related to the Employee's health, before granting any request for PTO.

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

Charges against accumulated PTO shall be made only for time lost for which the Employee normally would have received pay and during which he normally would have been required to work.

Employees requesting PTO for health related reasons must request and receive approval from the Employer twenty-four (24) hours before PTO begins. If an Employee is absent and advance notice is not given, the Employer may require proof that they could not provide prior notice.

Where an Employee finds that he will be unable to report for work where prior notice was not possible, such Employee shall notify the appropriate supervisor within one-half (1/2) hour prior to the Employee's scheduled starting time. Subsequent to making such notice, said Employee shall confine himself to his place of residence during those hours he would normally be on duty, unless directed otherwise by a licensed physician, and in such event said Employee shall notify the appropriate supervisor of the physician's direction. Provided further, on notifying the appropriate supervisor of the need for medication or the services of a physician, an

Employee shall be allowed to leave his residence to seek such service for a period of time reasonable to the situation and surrounding circumstances.

PTO shall be taken in increments of at least one (1) hour provided, however, in areas where work crews are assigned at the start of shifts, the appointing authority may require that PTO be used in four (4) hour increments.

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

Non Health Related Condition.

Employees absent/late without just cause, are subject to discipline.

Employees requesting PTO for non-health related reasons must request and receive approval from the Employer twenty-four (24) hours before PTO begins. If an Employee is absent and advance notice is not given, the Employer may require proof that the Employee could not provide prior notice.

Where an Employee finds that he will be unable to report for work where prior notice was not possible, such Employee shall notify the appropriate supervisor within one-half (1/2) hour prior to the Employee's scheduled starting time.

Section 6. Ability to Work (Excluding Disability Insurance Program).

Where a difference in opinion exists between the City's physician and the Employee's physician as to the ability of the Employee to satisfactorily perform his/her assigned duties, a third independent opinion will be obtained from a physician chosen by the Employee's doctor and the City's physician. If the third physician cannot be mutually agreed upon within five (5) working days of a written request for same, a doctor shall be chosen by Medical Evaluation Specialists or similar institution, within ten (10) working days of the written request to the Corporation. Failure to act within the aforementioned time limits will not invalidate the third independent doctor's decision. The cost will be shared equally between the City and the Employee. The opinion of this physician shall be final and shall not be subject to the Grievance Procedure.

The City reserves the right to require an Employee to take an involuntary leave of absence if the Employee suffers from a disability, mental or physical, as shown by medical evidence. Such requirement shall not be arbitrary or capricious. Such Employee may use available PTO.

Section 7. Disability Insurance Program.

The City will provide a short-term disability insurance program for Employees with extended absences. Such program will provide an eligible Employee (as determined by the insurance carrier/provider) with a wage continuation equivalent to sixty (60%) percent of the Employee's straight time rate to a maximum of \$1250 per week in gross pay, commencing after the fifteenth (15th) calendar day waiting period and extending for no more than Twenty-Four (24) weeks.

Eligibility for benefits under this program will be subject exclusively by the terms and conditions of the insurance carrier, and determined by the processes and policies of the insurer, which will be selected in the sole discretion of the City. Employees are bound by the terms and conditions of the carrier which are not subject to the grievance procedure.

The City may establish administrative rules to facilitate the disability insurance program at its sole discretion.

The City may choose to utilize the benefits of both a short term and long term insurance policy, or be self-insured, in order to provide this benefit.

The City may also determine in its sole discretion to change insurance companies, or discontinue the program in its entirety should the City's cost of providing the benefit be substantially increased from the original premium.

Accumulated PTO time may be utilized at the written request of the Employee in order to receive pay during the waiting period. Employees are not eligible to receive any other pay including, but not limited to holiday pay during the waiting period.

Seniority and other benefits will not accumulate during the disability period, except for any time an Employee receives PTO pay during the waiting period.

Section 8. Light Duty.

The Chief of Police may, at his/her sole discretion and without regard to seniority standing, assign disabled officers to gainful light-duty assignments if a position is available for such work that the employee has the skills to perform and is within the employee's restrictions.

The number of available light-duty assignments, if any, is determined by the Chief of Police.

Such light-duty assignments are temporary and intended not to last longer than six (6) months, unless extended at the discretion the Chief of Police.

Any Employee who has sustained a non-duty injury may be displaced by an Employee that has a work related injury.

The Chief of Police in coordination with another Department head, or their designated representatives, may at their sole discretion and without regard to seniority standing, assign disabled officers to gainful light-duty assignments outside of the FPOA Bargaining Unit if a position is available for such work that the employee has the skills to perform and is within the employees restrictions.

For any light-duty assignments within or outside the bargaining unit, the employee will continue to maintain his/her Police classification at their Police classification rate of pay but be assigned to the shift schedule as determined by the City that is necessary to perform the light-duty assignment.

The provisions of this section may be eliminated by the Chief of Police with thirty (30) calendar day notice in writing to the Union President and is not subject to the Grievance Procedure.

ARTICLE 14

MILITARY RESERVE LEAVE

The City agrees to follow all applicable laws concerning military reserve leave.

ARTICLE 15

LEAVES OF ABSENCE

Section 1. Educational Leave.

An Employee with at least one (1) year of service may be granted a leave of absence without pay for a full-time educational program, full-time being as established by the institution to be attended. Written application for educational leave must be made four (4) weeks prior to the beginning of the leave requested.

The credit hours pursued must be related to Law Enforcement. The Chief of Police's decision concerning relatedness shall be final, but his decision will not be arbitrary or capricious.

The Employee requesting educational leave, upon indicating an intention to return to duty with the City of Flint at the expiration of the requested leave, may be granted leave for a period up to twenty-six (26) pay periods. An Employee on educational leave shall, at least fifteen (15) days prior to expiration or termination of said leave, notify Administration of the date on which he will be available to return to his former position. The Employee shall be returned to his former position at the beginning of the next pay period, on the basis of seniority. If a reduction in work force has occurred during the period of such leave, the Article relating to

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

ARTICLE 16

TUITION REIMBURSEMENT PROGRAM

Section 1. Amount.

The Employer will reimburse an Employee for 50% of his/her tuition expenses up to \$500 per fiscal year provided:

- a. The Employee agrees, in writing, to remain a full-time Employee for a period of one (1) year following the completion of the course and likewise agrees that if he leaves the City's employ before the expiration of the one (1) year period, he will have deducted from his final pay an amount equal to one-twelfth (1/12) of the previous year's tuition reimbursement for each month or portion thereof lacking the one (1) year requirement, and
- b. The Employee satisfactorily completes each course.

Section 2. Procedure.

The Employee must submit in advance of commencing the course or courses a letter of application for tuition reimbursement to the Human Resources/Labor Relations Department. The letter of application shall list the course or courses to be taken by course title and number, a brief description of the course content, the name of the educational institution, location of the course offering dates, times and costs thereof. After completion of the courses, the Employee must submit proof that he has satisfactorily completed the course and has expended the amount of tuition submitted in the application for tuition.

Satisfactory completion is a "C" or better in under-graduate work and a "B" or better in graduate work.

Section 3. General.

The courses must be approved by the Human Resources/Labor Relations Department as being such courses as would aid the Employee in the practice and performance of the Employee's services to the Employer and would contribute to his professional growth and must be with an accredited college or university or community college.

Courses shall be taken during an educational leave of absence or on the Employee's off-duty time provided, however, that the courses may be taken during duty hours contingent upon approval of the Chief. Hours lost under these circumstances shall be made up by the Employee or may be deducted from the Employee's accrued PTO time.

ARTICLE 17

EQUALIZATION OF SCHEDULED OVERTIME

The Police Chief or his designee will make a reasonable effort to equally distribute overtime to all eligible Employees. In no event will any pay result over any claim arising out of this Article.

ARTICLE 18

LAYOFF AND RECALL

Section 1. Procedure.

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

- a. Provisional Employees within the affected classification within the Department will be laid off first.
- b. Probationary Employees within the affected classification within the Department will be laid off next.
- c. Thereafter, permanent Employees within the affected classification within the Department will be laid off according to classification seniority providing those remaining have the required skills to perform the required assignments without any additional training.

Section 2. Notice.

The City will give five (5) calendar days written advance notice to the affected Employee of any layoff. The City reserves the right to send an Employee home immediately and pay the allotted notice time.

Section 3. Recall.

Employees will be recalled in the reverse order of the layoff in accordance with Section 1(c) of the "Seniority" Article. Notice of recall shall be sent registered or certified mail to the Employee at his address as it appears on the City's records and the Employee shall be required to report for work within five (5) days from the date of receipt. If the Employee has not

responded within ten (10) days of the date of mailing, the Union shall be notified, and if the Employee has not reported for work within five (5) days of the date of notice to the Union, said Employee will be considered a voluntary quit. A reasonable extension of this five (5) day period may be granted by the Chief of Police, for good cause.

Section 4. Layoff List.

An Employee who is laid off or reduced shall be placed on the layoff list for the appropriate classification or related job classification for a period of two (2) years or the length of the Employee's seniority, whichever is less. Names of probationary Employees who are laid off shall be returned to the eligible list for which certification was made.

An Employee unable to return to work because of a continuing disability after thirteen (13) payroll periods from the date of disability will be placed on the layoff list for the Employee's classification. The Employee will remain on the layoff list for a period of two (2) years or the length of the Employee's seniority, whichever is less, from the date of disability. At any time during said period that the Employee has recovered, and a position in his classification or related classification becomes available and is not accepted by the Employee, the Employee shall be considered as having voluntarily quit. If no position has become available during said period the Employee's name shall be removed from the layoff list.

ARTICLE 19

DISCHARGE AND DISCIPLINE

Section 1. Discipline.

Upon any disciplinary action being taken against an Employee, he shall be given an opportunity to state his position and offer any supporting evidence immediately available to the superior officer who is rendering such discipline.

Violations of policies, rules, regulations, orders, appropriate law or ordinance, and/or Articles of this Agreement shall be regarded as cause for disciplinary action, up to and including, discharge. Discipline (suspensions or discharge) may result from an accumulation of minor infractions as well as for a single serious infraction. Verbal warnings may be given by the Employer in instances when it is determined that formal discipline is not warranted. Depending on the nature, frequency and severity of the offense, the City will endeavor to adhere to progressive discipline in order to provide the Employee with an opportunity to correct offending behavior. Formal progressive discipline shall generally include a written reprimand, suspension and termination, in that order. The offense subject to discipline progression need not be identical to previous offenses, and the severity of the offense may remove it from progressive discipline altogether. Factors to consider in instituting discipline, progressive or otherwise, include but are not limited to, the severity of the offense, the frequency of offenses, whether the Employee has taken responsibility and accountability for his or her actions, the time interval between offenses and the work history of the Employee.

Under normal circumstances, such written disciplinary charges shall be served upon an Employee within 120 days from the date Police Administration had knowledge of the alleged violation, provided this shall not apply in the event of a grand jury investigation of other court proceeding.

Whenever an Employee is disciplined, other than verbal warning the charges and specifications shall be reduced to writing and served upon the Employee against whom the charges are brought, with a copy to the Union President within two (2) working days of imposition. Such charges and specifications shall cite the specific sections of rules, regulations, orders, appropriate law or ordinance, and/or Articles of this Agreement which the Employee is alleged to have violated.

Section 2. Relieved of Duty/Administrative Leave – Deadly Force.

In the event an Employee is involved in the use of deadly force while on duty, the Employee shall be placed on administrative leave with pay pending investigation. The Employee shall be required to consult with a City-appointed psychiatrist or psychologist at Department expense during said period. The Employee shall also continue to be available to the Department in order to investigate the incident. It is understood that the placing of the Employee on administrative leave does not constitute disciplinary action nor does it otherwise, in any way, affect the Department's right to impose disciplinary action.

The Chief may, at his discretion, reassign an Employee instead of taking the actions described until the investigation is complete.

Section 3. Relieved of Duty/Administrative Leave – Other.

An Employee may be relieved of duty and placed on administrative leave with or without pay as determined by the Chief, at his sole discretion, pending completion of an investigation.

In the event the Employee has been charged with a felony under State or Federal Law (unless the investigating agency is the Flint Police Department), the City reserves the right to continue the administrative leave pending investigation without pay for a maximum of 30 days following conclusion of said criminal proceeding in the trial court.

It is understood that the placing of the Employee on administrative leave, with or without pay, does not constitute disciplinary action nor does it otherwise, in any way, affect the Department's right to impose disciplinary action. However, in the event discipline is imposed at the conclusion of the investigation, time off on administrative leave without pay (except for the time on leave when charged with a felony as provided in the paragraph above) will be a part of the disciplinary period.

The Chief may, at his discretion, reassign an Employee instead of taking one of the actions described above until the investigation is complete.

Section 4. Suspensions and Discharge

In the event an Employee is suspended or discharged, he shall be taken off the payroll and shall turn in his departmental equipment. In the event such suspension or discharge is set aside, he shall be reinstated and compensated all back wages and benefits lost that may be due.

Section 5. Reports

- a. Officers Reports. Officers will be required to leave reports which are required by the Department as to their performance of duty and all reports will be specific on all matters.

If a supplemental report is required which would give the Employee reason to believe disciplinary action may be brought against him or her, the Employee shall be given an opportunity to obtain Union representation prior to leaving such reports, but in no event shall the securing of Union representation delay the furnishing of such reports for more than two (2) working days.

- b. Departmental Reports. The Department will provide the Union with copies of all departmental reports alleging any Officer's misconduct which results in disciplinary action. These reports shall be furnished with the notice of the disciplinary action.

Section 6. Criminal Charges.

If it is anticipated that the outcome of the investigation could result in discipline as well as criminal charges being filed the Employer will advise the Employee of his Garity rights and provide such protection when conducting the investigation.

Section 7. Grievance.

Within three (3) working days of receipt of the notice by the Employee of disciplinary action involving suspension, the Employee shall make an election of one of the following, which shall thereafter be the exclusive remedy for resolving the dispute:

1. Waive all rights to appeal and accept the discipline imposed by the Chief of Police or his/her designate; or
2. Elect to follow the grievance procedure (See Article 29); or
3. Request a Trial Board Hearing.

If a Trial Board Hearing is requested by the Employee an attempt will be made to convene a Trial Board as soon as practical. The Trial Board provisions are not subject to Arbitration. The Trial Board shall not be empowered to interpret the provisions of this contract, and their decision shall be based upon the facts as presented during the hearing. The decision made by the Trial Board shall not create a precedent for, nor shall it be binding upon subsequent Trial Boards, disciplines or discharges and/or arbitrations.

The Trial Board shall convene with a three (3) person law enforcement panel from outside the city of Flint selected by the Chief of Police or his/her designee, one of whom shall act as chairman and conduct the hearing. This panel may vary from hearing to hearing.

The decision will be announced as a majority decision, and will not list the number of votes for or against. The Board will be empowered to sustain or reduce the discipline imposed as it deems advisable when considering the employee's record. However, the Trial Board shall not have the authority to completely dismiss or vacate any discipline.

Each party shall pay its own costs of processing grievances through the Trial Board Hearing. The fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring the same. Provided however, the wages of the grievant will be paid for time spent in the hearing, if that time is during the Employee's regularly scheduled work hours.

The decision of the Trial Board shall be final and binding upon the parties.

Either the Chief of Police or the Union President can discontinue the Trial Board option involving future cases under this section by giving a thirty (30) calendar day notice in writing. In such case the Grievance Procedure will be the exclusive remedy of any employee protests.

ARTICLE 20 **PROMOTIONS**

Section 1.

In the event the City, during the term of this Agreement, establishes a new or different testing procedure or eligibility requirements for promotion to Sergeant, other than those hereinafter set forth, the City will meet and confer with the Union relative thereto. In the event the parties are unable to agree, the City shall have the right and discretion to modify the promotional process as it deem appropriate.

Section 2.

The City shall have the right to select among the top five (5) rank eligibles and candidate(s) within 5% of the highest score, whichever provides the greatest eligibles. If there is a tie, same scores will be included.

Section 3.

Eligibility - Promotion to Sergeant

Three years of experience in the City of Flint Police Department as a Police Officer immediately prior to the deadline date for filing for the promotional examination for Sergeant.

Fifteen (15) semester credit hours (or equivalent) verified by a transcript from an accredited institution.

Date of Eligibility

At time of filing deadline of application.

Weights

50% - Written, 50% - Oral.

ARTICLE 21

CHANGE OF ADDRESS AND TELEPHONE NUMBER

Section 1. Change of Address.

An Employee changing his place of permanent residence shall within seven (7) calendar days make such change known to his immediate supervisor on a form provided by the City for such purposes. The Employee's address as it appears on the City's records shall be conclusive when used in connection with the layoffs, recall, or other notices to Employees.

Section 2. Telephone Numbers.

All Employees shall be required to give their home phone numbers cell phone, and/or email address to the Chief of Police, it being understood that Employees, as a condition of continued employment, are obligated to maintain a telephone at their residence at their own expense. An Employee changing his phone number shall make such change known within seven (7) calendar days to his immediate supervisor on a form provided by the City for such purposes. Such phone numbers shall be held in strict confidence and will not be given out to anyone except the City Administrators without the permission of the Employee and then only

by a Command Officer. The Employee's phone number as it appears on the City's records shall be conclusive when used in connection with layoffs, recalls, or other notices to Employees.

ARTICLE 22

LEGAL COUNSEL

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

The Employer may compromise, settle and pay such claim before or after the commencement of any civil action. Whenever any judgment for damages, excluding punitive damages, is awarded against an Employee as the result of any civil action for personal injuries or property damage caused by the Employee while in the course of his employment, and while acting within the scope of his authority, the Employer will indemnify the Employee or will pay, settle, or compromise the judgment. The Chief Legal Officer will make the selection of the attorney or attorneys to represent the Employee in any particular case, and allow the Employee to object to the selection if he has cause to do so.

ARTICLE 23

RETIREMENT

The Municipal Employees' Retirement System (MERS) shall administer the pension system for all current retirees and all future retirees. The MERS Plan Document, policies and procedures of MERS shall control the administration of all Employee pensions, including investments and payments, except as otherwise provided below.

Employees in this division will be credited with one month of service credit for each month worked, provided however, that the Employee works a minimum of 80 hours in that month. Hours worked includes those hours for which the Employee is fully compensated, such as paid time off.

Defined Benefit Plan

The Defined Benefit Plan is for all Employees hired prior to January 1, 2014. The provisions in this section apply to the administration of the Defined Benefit Plan only.

Employees in this division may purchase up to 5 years (60 months) of generic service credit. Purchased service counts towards retirement eligibility and must be paid in full at the time of approval.

Notwithstanding anything to the contrary as may contain herein, Employees hired prior to January 1, 2014, shall have the portion of their pension earned for credited service time prior to May 1, 2012, calculated in accordance with the provisions of the parties' expired collective bargaining agreement. Effective May 1, 2012, the multiplier for these Employees shall be 2.25% for all credited service time earned after that date.

Final Average Compensation (FAC) will be computed using the average of the highest consecutive 3 year (36 month) period of earnings from the member's entire work history as reported to MERS by the Municipality for the pension calculation after May 1, 2012. In addition, a lump sum payment up to 240 hours of leave time and 180 hours of flex time will be added to the calculation of compensation prior to the averaging of compensation to determine the FAC. Overtime will not be included in FAC. (For example: FAC years 2006 + 2007+ 2008 + value of 240 hours of leave time and 180 hours of flex time divided by 3 = FAC.)

For Employees hired prior to January 1, 2014, the Employee annual contribution is 9.5% on all wages earned.

Employees who have accumulated 120 months (10 years) of service credits in accordance with this section, and who have reached the age of 60 years, are eligible to retire and to receive a pension benefit calculated in accordance with this article.

Employees who leave the employment of the City with 180 months (15 years) of accumulated service credits, but who have not attained the age of 60, are eligible to receive a pension benefit calculated in accordance with this article, once they attain the age of 60.

Employees hired on or before July 1, 1996 are eligible to retire and to receive a pension benefit calculated in accordance with this article if they have accumulated 276 months (23 years) of service credits. Members hired on or before July 1, 1996 who leave the employment of the City with 180 months (15 years) of service when employment terminated will receive their retirement benefit once they would have had 23 years of service.

Employees hired after July 1, 1996 are eligible to retire and to receive a pension benefit calculated in accordance with this article if they have accumulated 300 months (25 years) of service credits and have obtained the age of 50. Members hired after July 1, 1996 who leave the employment of the City with 180 months (15 years) of service when employment terminated will receive their retirement benefit once they would have been at least age 50 and would have had 25 years of service.

Duty related disability benefits are subject to MERS processes and approval with the disability being the natural and proximate result of on-the-job injury. There are no vesting requirements. Benefits will be paid if the member is determined to be disabled under MERS' definition. The benefit will be the greater of the result of the applicable defined benefit formula or 50% of the FAC. For individuals who retired prior to joining MERS, their benefits will only

be offset by workers comp income. Individuals who retire after joining will be subject to the MERS income limitations.

Non-Duty related disability benefits are subject to MERS processes and approval. The member must have 10 years of service in order to qualify. Benefits will be paid if the member is determined to be disabled under MERS' definition. The benefit will be computed as the result of the defined benefit formula with a 22.50% minimum of FAC. For individuals who retired prior to joining MERS, their benefits are not offset by income earned from a future job. Individuals who retire after joining will be subject to the MERS income limitations.

Duty related death benefit has no vesting requirements. The surviving spouse will receive the greater of the result of the defined benefit formula or 33.33% of the FAC. If the member dies with no spouse, any children would equally share 50% of the member's straight life benefit until 21 or married. A survivor beneficiary would receive a portion of a vested member's straight life benefit.

Non-Duty related death benefits are payable should death occur to an active member. The member must be vested in order to qualify. The spousal benefit will be 85% of the result of the defined benefit formula or the 100% Joint and Survivor benefit, whichever is higher. If a survivor beneficiary is named, he/she would receive a portion of the straight life benefit. If the member dies with no spouse or survivor beneficiary, any children would equally share 50% of the member's straight life benefit until 21 or married.

Any police officer who is promoted will retain the pension benefits they had while a police officer.

Hybrid Plan

Employees hired on or after January 1, 2014 shall be provided with the MERS hybrid pension plan (which includes a component of a defined benefit and defined contribution) with a 1.75% multiplier.

Final Average Compensation (FAC) will be computed using the average of the highest consecutive 3 year (36 month) period of earnings from the member's entire work history as reported to MERS by the Municipality.

Employees who have accumulated 72 months (6 years) of service credits in accordance with this section, and who have reached the age of 60 years, are eligible to retire and to receive a pension benefit calculated in accordance with this article.

Employees who leave the employment of the City with 72 months (6 years) of accumulated service credits, but who have not attained the age of 60, are eligible to receive a pension benefit calculated in accordance with this article, once they attain the age of 60.

Participants may make a one time, irrevocable election to contribute up to 5% of all earnings in increments of 1% to the defined contribution component of the Hybrid Plan. The Employer will match the Employee's contribution up to 5% not to exceed the 10% overall Hybrid Plan Employer contribution cap. Employees shall be 100% vested at all times on their own contributions. They will vest on the Employer contributions according to the following schedule: After 1 year of service, 20% vested; 2 years, 40% vested; 3 years, 60% vested; 4 years, 80% vested; 5 years, 100% vested.

Any police officer who is promoted will retain the pension benefits they had while a police officer.

ARTICLE 24

LIFE INSURANCE

The Employer agrees that, for the duration of this Agreement, it will pay the premiums to furnish \$25,000.00 of group life insurance and \$25,000.00 accidental death and dismemberment insurance for full-time Employees.

This insurance coverage will begin the first day of the month following the Employee's obtaining Police Officer status. The coverage shall be discontinued on the day the Employee's services are terminated, the Employee quits, retires, is laid off, or is otherwise not on the payroll; provided, however, such insurance coverage will be continued for an Employee who is on an approved leave of absence without pay for a period not to exceed six (6) months. Provided further, that if the Employee is discharged and the discharge is ultimately reversed the Employer will be liable for any life insurance benefits that would have been otherwise due.

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

Life Insurance Coverage will be continued while an employee is on an authorized disability leave as provided in Article 13, Section 7, if the employee is otherwise eligible,. The Employee shall be obligated to pay his or her premium share, if any, within 14 days of established due date or insurance coverage will be cancelled.

ARTICLE 25

HOSPITALIZATION INSURANCE

Section 1. Employee Health Insurance.

The Employer agrees to provide full-time Employees and their eligible spouses and dependents health coverage subject to the terms below, subject to modification as may be

required by the Patient Protection and Affordable Care Act ("PPACA") as amended beginning in 2014.

- a. The City shall not provide health care coverage for the Employee's spouse if the spouse is eligible to receive health coverage through an Employer or former Employer of the spouse. As a condition of continued spousal health care coverage under this section, the City may require that the Employee file an affidavit each year or upon request attesting that the spouse is eligible for no other Employer-paid health coverage.
- b. The Employer will offer eligible Employees the following health coverage plans:
 - (i) BCBSM Community Blue PPO Plan CB 12 PPO with \$1,000/\$2,000 deductible and \$10, \$40, \$80 (30 day supply) prescription drug coverage;
 - (ii) Health Plus Plan DVDF and \$20, \$40, \$60 (30 day supply) prescription drug coverage;
 - (iii) McLaren Health Plan C6 and \$10, \$25, \$50 (30 day supply) prescription drug coverage

The Employer may offer a high deductible plan in conjunction with a health savings account (HSA) , to be offered in a special open enrollment not subject to subsection (c) below.

Employees may change their coverage elections during an open enrollment scheduled by the Employer. Plan coverage will be subject to the coverage terms and regulations of each carrier.

- c. The Employer may, at its discretion, amend the health coverage plans offered, add new health coverage plans, or remove health coverage plans. The Employer may change the open enrollment periods for existing health coverage plans, but not more often than twice annually.
- d. The Employer reserves the right to change or discontinue the existing health insurance benefit program in response to the Patient Protection and Affordable Care Act ("PPACA"), as amended. This includes the right to respond to regulations issued under the PPACA or judicial interpretations of the PPACA. The Employer reserves the right to change or discontinue the existing health insurance benefit program in response to changes made in Medicare.
- e. The City's contribution for an Employee's health coverage, and to the health

savings account (HSA), if applicable, is limited by the Michigan Publicly Funded Health Insurance Contribution Act, 2011 PA 152, to a maximum of defined amounts for single, double or family coverage contribution limits provided in Section 3 of the Michigan Publicly Funded Health Insurance Contribution Act, 2011 PA 152, as adjusted by the State Treasurer for each subsequent coverage year, or (ii) the aggregate costs based on the illustrative rates for the elected health coverage, plus contributions to the Employee's HSA, if applicable; or in the alternative, to a maximum of 80% of the annual premium amount for single, double, or family coverage. Pursuant to provisions of the state law, the Employer will select its method of setting its method and amount of the Employer's contribution on an annual basis. The Employer will annually inform its Employees of its decision and the amount of the Employer's contribution prior to open enrollment for the upcoming plan year. The Employee will pay any premium contributions that exceed the amount contributed by the Employer through payroll deduction. Contributions to the HSA will be provided in accordance with HSA regulations. If an Employee does not have sufficient funds in a paycheck, the Employee shall be obligated to pay his or her premium share within 14 days of established due date or insurance coverage will be cancelled. If PA 152 of 2011 is repealed, the Employer shall pay 80% of the annual premium.

Section 2. Future Retiree Health Coverage.

A. Current Employees, New Employees, Deferred Retirements.

1. Full-time Employees hired on or after April 25, 2012, are not eligible for Employer-paid retiree health care coverage. Instead, the Employer shall establish a Retiree Medical Savings Account (RMSA) or other IRS-qualifying savings plan for each affected Employee. The accounts may be used by the Employee, their spouse, or their dependents to offset the cost of healthcare after the Employee retires or separates from service. MERS shall administer the RMSA program as described herein. The MERS Plan document, policies and procedures of MERS shall control the administration of the program.

2. For all full-time Employees hired on or after April 25, 2012, the Employer shall contribute to the Employee's RMSA \$57.70 per pay period for time worked for which the Employee has more than 40 hours of straight time pay, beginning with the date of hire. Effective the first pay period after July 1, 2014 Employees shall make a pre-tax contribution to the Employee's RMSA (through payroll deduction) of \$23.08 per pay period for time worked for which the Employee has more than 40 hours of straight time pay. Additionally, an Employee may contribute additional amounts on a post-tax basis through payroll deduction.

3. Employees shall be one hundred percent (100%) vested at all times on their own Employee contributions and investment earnings. Employees shall be vested on Employer contributions and investment earnings according to the following schedule:

<i>Completed Years of Service</i>	<i>Percent Vested</i>
1 Year	20%
2 Years	40%
3 Years	60%
4 Years	80%
5 Years	100%

4. Employer and Employee contributions to an Employee's RMSA shall cease at the time of the Employee's separation from City employment (including retirement), or as otherwise required by law. The Employee may use the RMSA for any purpose consistent with federal law and regulations.

5. An Employee who elects a deferred retirement on or after April 25, 2012 is not eligible for the retiree health care coverage provided by this section.

B. Employees Vested for Regular Retirement.

1. An Employee whose rights to a non-deferred defined benefit pension vested by virtue of the Employee's age and service on or before April 25, 2012, may, upon retirement, elect health care benefits for the Employee, the Employee's spouse, and the Employee's dependents in existence at the time of retirement, on the same terms (including required contributions to premiums) and with the same benefit levels as offered to current regular Employees, until the Retiree becomes eligible for Medicare due to age, disability, or end stage renal disease. However, effective July 1, 2014, the Employer's contribution for health care coverage for retirees not eligible for Medicare will be limited to the amount contributed for the lowest cost medical portion of the Medicare Supplemental or Medicare Advantage plans provided to Retirees pursuant to Section 2.B (5) plus the Employer's cost of prescription drug coverage provided to eligible employees and retirees pursuant to this section. The Retiree shall pay any premium contribution that exceeds the amount contributed by the Employer through automatic deduction from their monthly pension check.

2. Employees who participate in the high-deductible health coverage plan at the time of retirement and who are eligible to deposit monies into an HSA as defined by federal regulations shall receive an annual contribution to the Retiree's HSA equal to fifty percent (50%) of the applicable contribution amount provided to active Employees pursuant to Section 1(e) of this Article.

3. The City shall not provide retiree health care coverage for the Retiree if the Retiree is eligible to receive paid health coverage through another Employer or former Employer. As a condition of continued retiree health care coverage under this section, the City may require that a Retiree file an affidavit each year or upon request attesting that the Retiree is eligible for no other Employer-paid health coverage.

4. The City shall not provide retiree health care coverage for the Retiree's spouse if the Retiree's spouse is eligible to receive paid health coverage through an Employer or former Employer of the Retiree's spouse. As a condition of continued spousal health care coverage under this section, the City may require that a Retiree file an affidavit each year or upon request attesting that the spouse is eligible for no other Employer-paid health coverage.

5. A City of Flint Retiree who becomes eligible for Medicare due to age, disability, or end stage renal disease will be covered by a Medicare Supplemental plan (or Medicare Advantage plan) at the Employer's expense, subject to the contribution limits provided in Section 3 of the Publicly Funded Health Insurance Contribution Act, 2011 PA 152, and the retiree must enroll in Part A and Part B and pay for Medicare Part B. The eligible spouse or dependent child of a City of Flint Retiree who becomes eligible for Medicare due to age, disability, or end stage renal disease will be covered by a Medicare Supplemental plan (or Medicare Advantage plan) at the Employer's expense, subject to the contribution limits provided in Section 3 of the Publicly Funded Health Insurance Contribution Act, 2011 PA 152, but the spouse or dependent child must enroll in Part A and Part B and pay for Medicare Part B. If PA 152 of 2011 is repealed, the Employer shall pay 80% of the annual premium.

Section 3. Termination of Benefits.

- a. Except as otherwise provided herein, health coverage terminates on the last day of the premium month in which the Employee is terminated or laid off or otherwise becomes ineligible for health coverage. Health coverage terminates on the last day of the premium month in which the Retiree becomes ineligible for health coverage. Health coverage for a dependent Spouse is terminated on the date on which they are no longer eligible (i.e., on the date of divorce, or upon the death of the Employee or Retiree). Health coverage for a dependent child is terminated on the date the child turns 26. Health coverage for dependents will be terminated in the event an Employee or Retiree fails to provide the City with proof of dependent eligibility.
- b. Health coverage shall be continued during any leave for which the Employee receives full pay from the Employer. Employees on leave of absence with reduced hours and pay are not entitled to continued health coverage paid by the Employer except where Employee may be entitled to coverage by virtue of coverage requirements under PPACA or the Family Medical Leave Act (FMLA) as administered by the Employer. Employees on leave of absence without pay or on layoff are not entitled to continued health coverage paid by the Employer but may be eligible for continuation coverage as provided by the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).
- c. Health Coverage will be continued while an employee is on an authorized disability leave as provided in Article 13, Section 7, if the employee is otherwise eligible,. The Employee shall be obligated to pay his or her premium share, if any, within 14

days of established due date or insurance coverage will be cancelled.

Section 4. 125 Plan - At its option, the Employer may offer a Section 125 Plan. All regular full time Employees (excluding temporary Employees) shall be eligible to participate in such a plan, including premium only for pre-tax Employee contributions and health care flexible spending accounts, as amended and restated in accordance with federal law and as defined and limited by the Employer's plan design. Participation by Employees is voluntary.

ARTICLE 26

DENTAL AND OPTICAL BENEFITS

Dental and Vision coverage shall be provided at the level and by the carrier (including self insurance) as determined by the Employer at the Employee's option. The Employee pays 50% of premium cost through payroll deduction.

If an Employee does not have sufficient funds in a paycheck, the Employee shall be obligated to pay his or her premium share within 14 days of established due date or insurance coverage will be cancelled.

Dental and Optical Coverage will be continued while an employee is on an authorized disability leave as provided in Article 13, Section 7, if the employee is otherwise eligible. The Employee shall be obligated to pay his or her premium share, within 14 days of established due date or insurance coverage will be cancelled.

ARTICLE 27

PAYMENT IN LIEU OF INSURANCE COVERAGE

The City will pay to eligible Employees, under the conditions herein set forth \$100/month, paid monthly, an annual amount in lieu of hospitalization insurance coverage. All payments shall be for the twelve (12) billing periods immediately prior to December 1. The payment shall be made as an adjustment to a regular paycheck, and only those Employees who are entitled to a regular pay check the first day in December shall be entitled to the payment in lieu of insurance coverage.

ARTICLE 28

NO STRIKE CLAUSE

Section 1. No Strike.

It is the intent of the parties of this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them

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

Section 2. Affirmative Action.

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

Section 3.

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

Section 4. No Lock-Out.

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

ARTICLE 29
GRIEVANCE PROCEDURE

Section 1. Definitions.

- a. Grievance. The grievance procedure shall serve as the exclusive means for the settlement of a dispute arising under a specific Article and Sections of this Agreement, including, but not limited to, disciplinary actions. If any such grievance arises during the term of this Agreement, there shall be no stoppage or suspension of work but such grievance may be submitted to the following grievance procedure.
- b. Working Days. For purposes of this Article, the term "working day" shall be defined as any calendar day excluding Saturday, Sunday, and observed Holidays as set forth in the Article entitled "Holidays."

Section 2. Procedure.

The Union shall furnish grievance forms to be used in filing a grievance. One copy of the form shall be the property of the Employee filing the grievance. When filing a grievance,

the Union will be required to submit all relevant information at each step of the grievance procedure.

Step 1. If an Employee has a grievance, he shall indicate the nature of the grievance to his immediate supervisor. At that time, the Employee may request the services of the Steward. The immediate supervisor shall afford the Steward and the Employee an opportunity to discuss the grievance privately. If further action is necessary, the Employee, with or without the Steward, must discuss the grievance orally with his immediate supervisor.

Step 2. If the grievance is not satisfactorily settled by the immediate supervisor's oral response, the Steward shall submit it to the Shift Commander in writing within ten (10) working days of the event giving rise to the grievance. The written grievance shall state the facts giving rise to the grievance, the names of the Employees involved, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state all contentions of the Employee and of the Union with respect to these provisions, shall indicate all relief requested, and shall be signed by the aggrieved Employee(s). The Shift Commander shall respond in writing within five (5) working days of the receipt of the written grievance.

Step 3. If the grievance is not resolved at Step 2, the Union shall present the grievance to the Bureau Commander within three (3) working days after the answer in Step 2, or, if no answer is submitted within the above required time, within three (3) working days of the due date of the Shift Commander's answer. The Step 3 appeal shall contain the reasons for the appeal, a copy of the original grievance with attached documentation as outlined in Step 2, and the Shift Commander's answer. The Bureau Commander shall answer within seven (7) working days. The Bureau Commander or the Union may request a meeting to resolve the grievance. If requested, the meeting shall be held within the time limits of the response due date.

Step 4. If the grievance is not resolved at Step 3, the Union shall present the grievance to the Chief of Police or his designee within five (5) working days after the answer in Step 3, or, if no answer is submitted within five (5) working days of the due date of the Bureau Commander's answer. The Step 4 appeal shall contain the reasons for appeal, a copy of the original grievance, all lower level answers with attached documentation as outlined in Step 2 and Step 3, and appeals. The Chief of Police shall answer within seven (7) working days. The Chief or the Union may request a meeting to resolve the grievance. If requested, the meeting shall be held within the time limits of the response due date.

Step 5. If the grievance is not resolved in Step 4, the grievance shall be presented by the Union to the Director of Human Resources/Labor Relations within five (5) working days after the answer from the Chief of Police or, if no

answer is submitted within the required time, within five (5) working days after such answer is due. The appeal shall be in writing and shall specify the basis of the appeal. The appeal shall have attached to it all prior grievance papers, documentation, appeals, and answers. The Director of Human Resources/Labor Relations shall meet with the Union at a meeting scheduled on a monthly basis. At this meeting, other pending grievances may be discussed or reviewed. The Director of Human Resources/Labor Relations or his designate shall render his decision in writing at the next grievance appeals meeting.

Step 6. If the grievance is not resolved at Step 5 of the grievance procedure, either party may, at its option, submit the grievance to arbitration by written notice delivered to the Director of Human Resources/Labor Relations or the Union as the case may be. Within seven (7) working days after receipt of the Director of Human Resources/Labor Relations' answer in Step 5, or, if the City fails to submit its answer within the prescribed time limits in Step 5, within seven (7) working days after the expiration of the time limits in which the City is to submit its written decision in Step 5, the Union may submit the grievance to arbitration by written notice delivered to the Director of Human Resources/Labor Relations. The written notice shall identify the provisions of the Agreement allegedly violated, shall state the issues involved, and the relief requested. If no such notice is given within the prescribed period, the City's last answer shall be final and binding on the Union, the Employee(s) involved, and the City. If the parties are unable to agree as to an Arbitrator, the services of the American Arbitration Association shall be used. Current AAA rules will apply in all arbitration hearings.

Section 3. Jurisdiction & Power of Arbitrator.

If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits.

The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement. Nor shall the Arbitrator have power to establish or modify any classification or wage plan, or to rule on any claim arising under an insurance plan/policy or retirement plan. The Arbitrator may, in a discipline or discharge case, modify the degree of discipline imposed by the City insofar as the Arbitrator may deem necessary for the determination of the grievance appealed to him. However, in the case of discipline imposed under the Drug/Alcohol Testing Policy Agreement as provided in Appendix A the Arbitrator does not have the power to modify the degree of discipline imposed as specified in that appendix. Further, in the case of the discharge of a probationary Employee, the standard of review for the arbitrator shall be whether the discharge was arbitrary or capricious.

Section 4. Arbitration Procedure.

American Arbitration Association rules shall apply.

Section 5. Cost of Arbitration.

Each party shall pay its own costs of processing grievances through the grievance and arbitration procedure. The fee of the Arbitrator, his travel expenses, and the cost of any room or facilities and the expenses of the arbitration shall be borne equally by the parties. The expense of a stenographer and/or a transcript, if any, shall be borne by the party requesting it or equally among the parties requesting it if more than one party requests it. The fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring the same. Provided, however, the wages of the grievant (if not discharged), City Employees serving as witnesses for the City or Union, and one (1) City Union paid representative, will be paid for time spent in Arbitration, if that time is during the Employee's regularly scheduled work hours.

Section 6. Finality of Arbitrator's Decision.

The Arbitrator's decision, when made in accordance with his jurisdiction and authority established by this Agreement, shall be final and binding upon the Union, the Employee or Employees involved, and the City.

Section 7. General.

1. In no case shall claims involving wages be valid for more than thirty (30) days retroactively from the date the grievance is first presented in Step 1 of the grievance procedure.
2. All claims for back wages shall be limited to the amount of wages that the Employee would otherwise have earned at his regular rate, less any unemployment or other compensation that he may have received from any source during the period of back pay.
3. No decision in any one case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a representative case by mutual agreement of the parties.
4. While the City will endeavor to abide by the above-referenced time limits, if, for whatever reason, the City fails to meet an established timeline the subject grievance shall be considered denied and shall move to the next step in the grievance process. However, should the Union, for whatever reason, fail to abide by an established timeline the subject grievance shall be considered withdrawn.

Section 8. Class Action and Policy Grievances.

The parties hereby agree to the following procedures to resolve any misunderstanding that may have existed concerning "class action and policy grievances."

A matter involving several Employees and the same question may be submitted by the President or his designee as a policy or class action grievance in writing within ten (10) working days of the event giving rise to the grievance. Such written grievance shall be submitted at Step 3, it being the intent of the parties that for policy and class action grievances, the Bureau Commander or his designee shall be substituted for the immediate supervisor at Step 1 of the grievance procedure and Step 2 does not apply to policy grievances or class grievances. The written grievance shall state the facts giving rise to the grievance with attached documentation, shall name the Employees involved, shall identify all provisions of the agreement alleged to be violated by appropriate reference, shall state all contentions of the Union with respect to these provisions, shall indicate all relief requested, and shall be signed by the President or his designee and at least one member of the affected group or class.

Large groups of aggrieved Employees may be identified by a general description, (e.g., all third shift Employees, all third shift traffic Employees).

Aggrieved Employee groups may not be described on the basis of the grievance, (e.g. "Employees on third shift who did not work overtime" is not a proper group description for a grievance claiming a group of Employees were denied overtime).

ARTICLE 30
MAINTENANCE OF STANDARDS

This Agreement, and any subsequent modifications thereof by the Employer, and any supplements thereto, shall be in effect until such time as they are further modified by a successor collectively bargained agreement.

ARTICLE 31
SEPARABILITY AND SAVINGS CLAUSE/ZIPPER CLAUSE

If any Article, Section, or Appendix of this Agreement shall be invalid by operation of law or held invalid by any tribunal or court of competent jurisdiction, or if compliance with any Article, Section, or Appendix shall be restrained by any such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article, Section, or Appendix to persons or circumstances other than those which it is invalid, or has been held invalid or compliance with has been restrained, shall not be affected thereby.

In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

Any provision of any prior agreement, letter of understanding, memorandum of understanding, etc. not contained in this Agreement, shall be considered null and void with no further force or effect.

ARTICLE 32 **RESIDENCY**

All Employees shall, as a condition of their employment, maintain residence within twenty (20) miles of the nearest boundary of the City of Flint.

ARTICLE 33 **SAFETY**

The City shall make reasonable provisions for the safety and health of Employees during the hours of their employment, including maintaining equipment in a safety operating condition. Employees shall observe all safety rules and shall use safety devices and/or equipment as required.

ARTICLE 34 **COMP TIME**

No Employee shall be able to accumulate comp time. Moreover, the City, at its discretion may pay off current comp time banks in any manner it deems appropriate, as funds become available.

ARTICLE 35 **SUSPENSION OF SERVICES**

If the City's Chief Executive suspends services due to weather or other emergency, Employees who work will receive payment for actual hours worked, and Employees who are excused from work due to the emergency may use PTO time, if available, or approved unpaid time off to cover time not worked.

ARTICLE 36
SHIFT PREFERENCE

Shift preference selection shall be instituted not less than every six (6) months, not more often than every three (3) months per fiscal year.

At the first shift preference selection occurring following completion of the required probationary period, defined as two years from the date an Employee was appointed to the position of Police Officer, adjusted for absences without pay, an Employee shall be allowed to select his shift on a seniority basis. Stewards shall not be removed from the shift they have been elected or appointed to represent as the result of shift preference selection.

Regular work shifts and their starting and quitting times shall be established and instituted within thirty (30) calendar days after the execution of this Agreement. Any subsequent change in such shifts, or their starting and quitting times shall not be put into effect until fourteen (14) calendar days after notice of such change is made in writing to the President of the Union.

Patrol Officers must bid off to a different shift after they have spent a maximum of four (4) consecutive shift picks on the same shift.

ARTICLE 37
FIREARM QUALIFICATIONS

The Employer shall make a firing range and ammunition available to the Employee for target shooting and the Employees shall qualify in the use of firearms at least once per month.

ARTICLE 38
OUTSIDE EMPLOYMENT

Employees shall comply with all applicable Departmental rules and regulations as well as applicable laws.

Requests for authorization to obtain outside employment must be submitted in writing, to the Chief of Police, and approved, before any Employee may engage in outside employment. Such request shall include:

1. A general job description of what the Employee will be doing;
2. In the case of employment as a security agent, for a security company, or for another police department, an insurance policy must be provided to cover all costs incurred in the defense of, settlement of, or award granted in any lawsuit involving an Employee's activities in their outside employment;

3. The number of days contemplated being worked and the hours.

Employees shall not wear the Department uniform without authorization of the Chief of Police.

Outside employment must in no way conflict with the Employee's work hours or interfere in any way with the satisfactory and impartial performance of the Employee's duties.

Employees shall not be allowed to work in a bar.

Employment prior to the effective date of this agreement must be disclosed within thirty (30) calendar days of the effective date of this agreement. Failure to disclose any employment may result in discipline up to and including discharge.

ARTICLE 39
DURATION OF AGREEMENT

This Agreement shall be effective for the period July 16, 2014 through June 30, 2016, and shall continue thereafter for successive periods of one (1) year, unless either party shall at least thirty (30) days prior to June 30, 2016, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement.

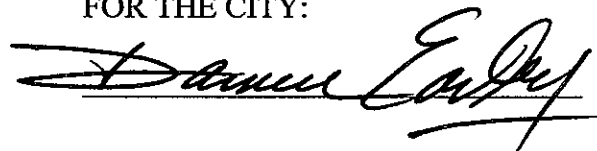
An Emergency Manager appointed under the Public Act 436 of 2102 may reject, modify, or terminate this agreement as provided in the Act.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement on the date herein written.

Dated at Flint, Michigan, this 16th day of July, 2014.

FOR THE UNION:

FOR THE CITY:


7-16-14

APPENDIX A

FLINT

POLICE DEPT. DRUG/ALCOHOL TESTING POLICY

Section 1. Statement of Policy

It is the policy of the City of Flint that the public has the right to expect persons employed by the City in its Police Department will be free from the effects of drugs and alcohol. The City, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of the employees of the Police Unions.

Section 2. Effectuation

This policy will go into effect on 7/1/07 as outlined in the contractual agreement.

Section 3. Prohibitions.

Employees shall be prohibited from:

- (a) Reporting to work or working under the influence of alcohol;
- (b) Consuming alcohol at any time during the work day, or consuming or possessing alcohol anywhere on any City premises or job sites, including City buildings, properties, vehicles and the employee's personal vehicle while engaged in City business.
- (c) Possessing, using, selling, purchasing, manufacturing, dispensing or delivering any illegal drug at any time and at any place;
- (d) Abusing any prescription drug;
- (e) Failing to confer with their physicians when prescribed any medications and immediately reporting to their supervisor any restrictions imposed by their physicians.

Section 4. Drug and Alcohol Testing Permitted.

(A) Reasonable Suspicion. Where the City has reasonable suspicion to believe that: (a) an employee is being affected by the use of alcohol, or consuming or possessing alcohol in violation of this Article; or (b) is abusing prescription drugs; or (c) is possessing or using illegal drugs, the City shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Contract. Employees shall not be subjected to random medical testing involving hair or urine analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse, except as specifically provided for in this section. Reasonable suspicion will be based on one of the following factors:

--employee exhibits physical behavior which may include the person's appearance and behavior, i.e., nervous, abrupt, hyper, anxious, slow, calm, sweating, etc., speech, eyes, carriage, conduct. In addition, patterns of behavior such as attendance problems, or any abnormal behavior may indicate reasonable suspicion. Also, information supplied from a reliable informant would constitute reasonable suspicion if adequately researched.

(B) Random Testing. During the workday, employees are subject to random testing for drugs and/or alcohol, beginning July 1, 2007. The quarterly number of such random drug tests shall total 10 Officers (FPOA), 4 Sergeants, 1 Lt/Cpt. of the number of employees covered by their collective bargaining agreement. The City and the Union will develop a system to draw random names on the date and time set by the City for the random testing to occur. The City will determine how many tests will be drug and how many will be alcohol. The Union will be contacted just prior to the testing time.

Employees notified of their selection for random testing shall proceed immediately to the collection site. Any undue unreasonable delay to immediately proceed to the collection site or attempt to circumvent the process by not providing adequate samples as required (unless medically proven to be unable) will be grounds for immediate suspension and possible termination based on the results of the investigation. Employees who are on leave, vacation, or already absent at the time of their selection will be excused that day but remain subject to random testing upon return.

(C) Pre-Employment Test. Nothing in this policy shall limit the right of the City to conduct any tests it may deem appropriate for persons seeking employment prior to their date of hire.

(D) Promotional Test. Nothing in this policy shall limit the right of the City to conduct any tests it may deem appropriate for persons seeking promotions.

(E) Post Accident Test. A Police Union employee who is involved in a vehicle accident while operating a City vehicle could be subject to a post accident drug and alcohol testing. Such testing shall occur as soon as is practicable.

(F) Return to Duty: After EAP has cleared the employee to return to work.

(G) Absence from work. Nothing in this policy shall limit the right of the City to conduct any tests it may deem appropriate for persons who have been off duty for more than 30 calendar days such as: disciplinary action, layoff, leaves of absence, or, for a medical condition or injury.

(H) Assignment. Nothing in this policy shall limit the right of the City to conduct any tests it may deem appropriate for persons assigned to the Special Operations Bureau, FANG, DEA, or Inspections. Additionally, sworn police personnel who are responsible for destroying drugs.

Section 5. Order to Submit to Testing.

An employee's refusal or failure, when ordered, to promptly submit to a test permitted by and properly ordered under the provisions of this Article shall subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess. The principle of "obey and then grieve" shall apply in the event of a dispute over whether a test is permitted and properly ordered under this Article. Within twenty-four (24) hours of the time the employee is ordered to submit to reasonable suspicion testing, the City shall provide the employee with a written notice setting forth the facts and inferences from such facts which form the basis of the order to test.

Section 6. Test to be Conducted.

In conducting the testing authorized by this Contract, the City shall comply with the following:

(a) The lab performing drug tests shall be federally certified to do drug testing and agreed to by the Union and the City. The facility collecting and testing breath specimens shall hold all legally necessary licenses and be agreed to by the Union.

(b) Drug tests will involve both urine and hair samples. Alcohol tests will consist of breath samples. Strict chain of custody procedures must be followed for all samples. The Union and the City agree that the security of the specimens is absolutely necessary. Therefore, the City agrees that if the chain of custody of a sample is broken in any way, any positive test shall be invalid and may not be used for any purpose (unless the City demonstrates that the break did not affect the reliability or accuracy of the results).

(c) A split urine sample shall be collected in all cases of drug testing for an independent analysis in the event of a positive test result. All urine samples must be stored and preserved in a manner that conforms to DOT guidelines.

(d) The City's drug testing lab will confirm any urine sample that tests positive in initial screening for drugs by testing a portion of the same sample by gas chromatography/mass spectrometry (GC/MS).

(e) The City will provide employees who test positive for drugs with an opportunity to have the split urine specimen tested by a separate clinic, at the employee's own expense, providing the employee notifies the City within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this Contract.

(f) The City will require that its drug testing lab and breath testing facility report that a specimen is positive only if both the initial screening and confirmation test are positive. Drug tests results shall be evaluated by the

Medical Review Officer in a manner to ensure that an employee's legal drug use and diet are properly taken into account when evaluating the test results. For the purpose of this Article, a positive drug test result means the presence of drugs and/or their metabolites in an employee that equals or exceeds the levels set forth in Section 7, below. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or form adverse to the employee's interests.

(g) With regard to alcohol testing, the vendor contracted by the city shall assure that only federally certified individuals using certified equipment shall conduct initial tests. An initial positive alcohol level of .04 of breath shall be considered positive for purposes of authorizing the conduct of the confirming alcohol test. If initial screen results are negative, i.e., below the positive level, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's personnel file. Only employees with screen test results that are positive on the initial screen shall be subject to confirmation testing for alcohol. If confirmatory testing results are negative, i.e., below the positive level, all records of the testing shall be expunged from the employee's personnel file.

(h) Provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results (provided the employee first pays the City's copying costs and the material is not privileged).

Section 7. Drug Testing Standards

(A) Screening Test Standards. The lab shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial immunoassay test cutoff levels shall be used when screening urine specimens to determine whether they are negative for the eight (8) drugs or classes of drugs:

	Initial Test Level	Confirmatory
Marijuana metabolites.	50ng/ml	15 ng/ml
Cocaine metabolites.	300ng/ml	150 ng/ml
Opiate metabolites*.	2000ng/ml	
6-Acetyl morphine		10 ng/ml

Morphine	2000 ng/ml
Codeine	2000 ng/ml
Phencyclidine.	25ng/ml
Amphetamines.	1000ng/ml
	25 ng/ml
	500 ng/ml

*If immunoassay is specific for free morphine the initial testing level is 25ng/ml. (These numbers may be revised by the City to remain consistent with DOT guidelines.)

(C) Testing for Other Prescription Drugs. Any tests for prescription drugs not listed above shall use the screening test cut-off levels and the confirmatory GC/MS test cut-off levels for such drugs established by the testing laboratory selected by the City in accordance with the standards established by this Contract or DOT standards, if any.

(D) Medical Review Officer ("MRO"). The Medical Review Officer shall be chosen and agreed upon between the Union and the Employer and must be a licensed physician who is familiar with the characteristics of the tests used (sensitivity, specificity, and predictive value) and the facilities running the tests. The role of the MRO will be to review and interpret positive drug test results. He/She shall examine alternate medical explanations for any positive test results. This may include conducting a medical interview with the affected employee, review of the employee's medical history, review of the chain of custody and review of any other relevant biomedical factors. The Medical Review Officer must review all medical records made available by the testing employee when a confirmed positive test could have resulted from legally prescribed medication. An employee shall be expected to cooperate promptly with the MRO. The MRO may verify a test as positive without interviewing the affected employee if more than 5 days elapse after the MRO first attempts to telephone the employee.

Section 8. Consequences for policy violations / Disciplinary Action.

Any Police Union employee engaging in prohibited conduct shall be subject to disciplinary action up to and including discharge, depending on the seriousness of the prohibited conduct. Furthermore, any Police Union employee receiving a positive drug and/or alcohol test, shall be subject to the following consequences:

- A. Positive Alcohol Test (Range 1). Any Police Union employee who undergoes any type of alcohol testing, and subsequently receives a positive test result indicating an alcohol concentration level of greater than or equal to 0.02 but less than 0.04 shall be immediately suspended from their safety-sensitive position for a period of twenty-four (24) hours. During this period, the employee shall be on without pay status, unless they utilize sick/annual as outlined under 1st offense.
- B. Failure to provide 45 milliliters of urine for a drug test. In the event that an employee is unable to provide 45 ml of urine for any type of drug test within a three (3) hour period beginning from the time the employee arrives at the collection site, he will be referred to a physician of the City's choosing who shall

make a determination as to whether the inability to provide the required specimen is the result of a pre-existing physical condition. The examining physician shall submit a report, in writing, to the MRO who shall then make a determination as to whether the test shall be reported as a negative or a positive.

- C. Positive Alcohol Test (Range 2) Any Police Union employee who receives a positive test result indicating an alcohol concentration level equal to or greater than 0.04, shall be subject to the following disciplines:

FIRST OFFENSE

1. Immediate suspension without pay.
2. The employee must undergo a substance abuse evaluation through the EAP within a time frame set by a member of the Labor Relations Department professional staff. In general, this time period shall not exceed a period of one (1) month from the date of suspension.
3. The employee must comply with all of the EAP's recommendations for treatment/rehabilitation (if any), among other things;
4. The Employee will be required to sign a release to allow the city to obtain progress reports as it relates to attendance, cooperation, completion or non-completion of recommended follow up counseling or other treatment.
4. The EAP will be required to evaluate the Employee for compliance. Once the EAP has determined that the Employee is complying with treatment programs and procedures, they will contact the City.
5. The Employee must then undergo and pass a return to duty drug test and/or alcohol test as defined by this policy to return to work.

Once an employee who has been suspended because of a positive alcohol test is returned to their Police Union position, they will be subject to follow-up alcohol testing for a period of up to one year at random times and dates to be determined by the City. If the Employee fails any follow up tests, they will move on to the next offense in the discipline process (listed below).

Non-compliance. Prior to and/or after returning back to work, if the Employee is deemed by the EAP to be non-compliant with his recommended treatment program, or if such an employee fails any further alcohol tests, it is agreed and understood that management retains the right to take additional progressive disciplinary action up to, and including discharge.

SECOND OFFENSE

The City shall discharge an employee who tests positive for alcohol a second time following either a post-accident, random, reasonable suspicion, return-to-duty and/or follow-up alcohol test.

D. POSITIVE DRUG TEST

Any Police Union employee who undergoes any type of drug testing, and subsequently receives a positive test result based on the levels set forth in Section 7 (Drug test standards) will be immediately terminated from employment with the City of Flint.

Split Sample: In the event of a positive drug test, a split sample can be requested and paid for by the employee. Split sample collection simply involves the partitioning of the original sample into two vials. One vial is sent for testing, whereas the other is retained for retesting in the event of a positive result on the first vial. The retest is to be conducted by a different laboratory than did the first test. Retesting is not automatic, however: the person being tested must request and pay for the retest.

Section 9. COSTS

The following is a breakdown of the various costs associated with implementing the policy, and who will be responsible for these costs:

- A. It will be the City's responsibility to pay the costs associated with the following:
 - 1. Pre-employment drug and alcohol testing;
 - 2. Post-accident drug and alcohol testing;
 - 3. Reasonable suspicion drug and alcohol testing;
 - 4. Random drug and alcohol testing;
 - 5. Return-to-duty alcohol testing; and,

6. Testing of a split sample *only if* the result is negative.
 7. Follow up alcohol testing
- B. It will be the employee's responsibility to pay the costs associated with the following:
1. Substance abuse evaluation performed by the EAP. The EAP has sole discretion in setting the assessment fee;
 2. Treatment program and follow-up care (if any). Many of the health benefits provided by the City to covered employees may cover some of these costs. Anything not covered will be the employee's responsibility;
 3. Testing of a split sample *only if* the result is positive

Section 10. Conflict With Other Laws.

This Policy is in no way intended to supersede or waive any constitutional rights that the employee may be entitled to under the Federal or State constitutions.