

City of Flint, Michigan

*Third Floor, City Hall
1101 S. Saginaw Street
Flint, Michigan 48502
www.cityofflint.com*



Meeting Agenda - Final

Monday, April 13, 2020

5:30 PM

ELECTRONIC PUBLIC MEETING

CITY COUNCIL

*Monica Galloway, President, Ward 7
Maurice D. Davis, Vice President, Ward 2*

*Eric Mays, Ward 1
Kate Fields, Ward 4
Herbert J. Winfrey, Ward 6*

*Santino J. Guerra, Ward 3
Jerri Winfrey-Carter, Ward 5
Allan Griggs, Ward 8*

Eva L. Worthing, Ward 9

Inez M. Brown, City Clerk

Davina Donahue, Deputy Clerk

SPECIAL PUBLIC NOTICE - FLINT CITY COUNCIL ELECTRONIC PUBLIC MEETING

On Tuesday, March 10, 2020, Governor Gretchen Whitmer declared a State of Emergency after two individuals were confirmed testing presumptively positive for COVID-19. On Thursday, March 12, 2020, Mayor Sheldon A. Neeley declared a local State of Emergency to exist in the City of Flint as a result of the threat of COVID-19. On Sunday, March 15, 2020, effective March 17, 2020, Mayor Neeley, based on the COVID-19 public health threat, closed City Hall to the public. Residents were asked to take precautionary measures. On March 22, 2020, Mayor Neeley asked residents to participate in a voluntary shelter in place. On March 23, 2020, the City Council approved the continuation of the declaration of a State of Emergency. Based on the White House guidelines issued on March 16, 2020, and continued on March 30, 2020, for an additional 30 days, it is recommended that people not gather in groups larger than 10 people in order to "flatten" the curve and slow the spread of the virus. On March 24, 2020, Governor Whitmer instituted Executive Order 2020-21, a temporary requirement to suspend activities that are not necessary to sustain or protect life, prohibiting "in-person" work with exceptions for essential and critical infrastructure workers. Therefore, in accordance with Governor Whitmer's Executive Order 2020-15 promoting the public health, welfare and safety, and allowing for electronic public meetings during this pandemic, the following meeting is scheduled electronically:

Flint City Council Meeting, Monday, April 13, 2020, at 5:30 p.m.

- 1. The public and media may listen to the meeting online by live stream at www.youtube.com/user/spectacleTV or through Start Meeting Solution by dialing (774) 267-2928.*
- 2. In order to speak during the public speaking period by telephone, you will also call (774) 267-2928:*
 - a. The public speaker will be unmuted when it is your time to speak;*
 - b. The public speaker should state and spell name their name for the record and will be allowed 3 minutes for public speaking;*
 - c. The speaker will be returned to mute after the 3 minutes have expired;*
 - d. After the telephonic public speakers are completed, emailed public comments will be read by the City Clerk.*
- 3. The public may send public comments by email to CouncilPublicComment@cityofflint.com no later than 10 minutes prior to the meeting start time of 5:30 p.m.*
- 4. Persons with disabilities may participate in the meeting by the abovementioned means and by emailing a request for an accommodation to CouncilPublicComment@cityofflint.com, with subject line Request for Accommodation, or by contacting the City Clerk at (810) 766-7418 to request accommodation, including but not limited to interpreters.*

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRAYER OR BLESSING**READING OF DISORDERLY PERSONS CITY CODE SUBSECTION**

Any person that persists in disrupting this meeting will be in violation of Flint City Code Section 31-10, Disorderly Conduct, Assault and Battery, and Disorderly Persons, and will be subject to arrest for a misdemeanor. Any person who prevents the peaceful and orderly conduct of any meeting will be given one warning. If they persist in disrupting the meeting, that individual will be subject to arrest. Violators shall be removed from meetings.

REQUEST FOR CHANGES AND/OR ADDITIONS TO AGENDA

Council shall vote to adopt any amended agenda.

EXECUTIVE (CLOSED) SESSION

The Department of Law requests an Executive Session for the purpose of updating the City Council regarding the Collective Bargaining Agreement between the City of Flint and the Flint Police Officers' Association, the Collective Bargaining Agreement between the City of Flint and the Police Officers Labor Council Captains and Lieutenants Unit, Pohly v City of Flint (Case No. 19-112528-CZ, and Willie Owens v City of Flint (Case No. 19-112886-NO.

PRESENTATION OF MINUTES**PUBLIC HEARINGS**

None

PUBLIC SPEAKING

Per the AMENDED PUBLIC NOTICE for this Flint City Council Electronic Public Meeting, public participants who have called in to speak during the Public Speaking portion of the agenda will be unmuted when it is his/her time to speak and will be allowed three (3) minutes to address the City Council on any subject. The public speaker should state and spell his/her name for the record. The speaker will be muted after the 3 minutes have expired. AFTER THE TELEPHONIC PUBLIC SPEAKERS ARE COMPLETED, emailed public comments will then be read by the City Clerk.

COUNCIL RESPONSE

Per the amended Rules Governing Meetings of the Council (as adopted by the City Council on Monday, June 12, 2017), Councilpersons may respond to any public speaker, but only one response and only when all public speakers have been heard. Individual council response is limited to two minutes and is subject to all rules of decorum and discipline.

PETITIONS AND UNOFFICIAL COMMUNICATIONS**COMMUNICATIONS (from Mayor and Other City Officials)**

ADDITIONAL COMMUNICATIONS**APPOINTMENTS****RESOLUTIONS**

- 200160** Contract/Duke's Root Control/Root Control Services
- Resolution resolving that the appropriate City Officials are authorized to do all things necessary to enter into a contract with Duke's Root Control [for sewer line chemical root control services], in an amount NOT-TO-EXCEED \$350,000.00, as requested by the Department of Public Works (DPW).
- 200161** Contract/L. D'Agostini & Sons, Inc./Secondary Water Source Pipeline
- Resolution resolving that the appropriate City Officials are authorized to do all things necessary to enter into a contract with L. D'Agostini [& Sons, Inc.] for the construction of a secondary water source pipeline, in an amount NOT-TO-EXCEED \$14,725,899.33, as requested by the Department of Public Works (DPW)/Water Plant [Water Capital Projects Fund].
- 200162** Contract/Pullman, SST/Dort Reservoir Rehabilitation
- Resolution resolving that the appropriate City Officials are authorized to do all things necessary to enter into a contract with /Pullman, SST for Dort Reservoir Rehabilitation, in an amount NOT-TO-EXCEED \$2,169,985.00, as requested by the Department of Public Works (DPW)/Water Plant [Water Capital Projects Fund].
- 200163** Berger Chevrolet, Inc./Twelve (12) 2020 Chevrolet Tahoe PPV Patrol Units
- Resolution resolving that the appropriate City Officials are authorized to issue a purchase order to Berger Chevrolet, Inc. for twelve (12) 2020 Chevrolet Tahoe PPV Patrol Units for the Police Department, in an amount NOT-TO-EXCEED \$586,350.00.
- 200164** CO#1/Contract/Detroit Salt Company/Bulk Rock Salt
- Resolution authorizing the proper City Officials to [enter into] change order #1 [to the contract with] Detroit Salt Company for additional bulk rock salt, in the amount of \$80,000.00, and a revised aggregate amount of \$380,000.00 for FY19/20, as requested by Street Maintenance.
- 200165** CO#1/Contract/Michigan Department of Transportation (MDOT)/12th Street-Carmen Creek Bridge
- Resolution authorizing the proper City Officials to [enter into] change order #1 to the contract with the Michigan Department of Transportation (MDOT) to cover the delay to the improvements to the 12th Street (Torrey Road) over Carmen Creek Bridge #2828, in an amount NOT-TO-EXCEED \$238,622.23,

and a total revised contract amount of \$315,722.33, as requested by the Department of Public Works (DPW).

200166 CO#1/Contract/CDM Smith/Resident Project Representative Services/Construction Engineering Services

Resolution authorizing the appropriate City Officials to do all things necessary to enter into change order #1 to the existing contract No. 18-119 to continue on with the Resident Project Representative (RPR) services, and with Construction Engineering (CE) services from CDM Smith, for an additional contract amount of \$428,947.00, for a total contract price NOT-TO-EXCEED \$915,247.00 for FY19/20, and pending budget approval of FY20/21, as requested by the Department of Public Works (DPW).

200167 CO#4/Contract/Arcadis U.S. Inc./Lead Pipe Loop Study

Resolution authorizing the appropriate City Officials to do all things necessary to enter into change order #4 [to the contract with Arcadis U.S. Inc.] to add monies for [an] ongoing lead pipe loop study, for an additional contract amount of \$394,113.00, and a total contract price NOT-TO-EXCEED \$3,470,202.38 for FY19/20, as requested by the Department of Public Works (DPW).

200168 Collective Bargaining Agreement/City of Flint/Flint Police Officers' Association

Resolution resolving that the Flint City Council approves the Collective Bargaining Agreement between the City of Flint and the Flint Police Officers' Association.

200169 Collective Bargaining Agreement/City of Flint/Police Officers Labor Council Captains and Lieutenants Unit

Resolution resolving that the Flint City Council approves the Collective Bargaining Agreement between the City of Flint and the Police Officers Labor Council Captains and Lieutenants Unit.

LIQUOR LICENSES

INTRODUCTION AND FIRST READING OF ORDINANCES

SECOND READING AND ADOPTION OF ORDINANCES

[NOTE: Public Hearings for Ordinances No. 200074, 200075 and 200076 were held on March 9, 2020. On that date, City Council postponed all three ordinances back to Council Committee meetings scheduled to be held on March 18th. In the interim, States of Emergency were declared by Governor Whitmer and Mayor Neeley with regard to COVID-19, leading to the cancellation of the Wednesday, March 18, 2020 Committee meetings. These ordinances have been added to this City Council agenda for City Council's consideration.]

200074 Ordinance/Chapter 50 (Zoning)/Article XXXI (Medical Marihuana Facilities Opt In Ordinance)/Section 50-183 (Medical Marihuana Facilities Opt In Ordinance)

An ordinance to amend the Code of the City of Flint by amending Chapter 50 (Zoning), Article XXXII (Medical Marihuana Facilities), Section 50-183 (Medical Marihuana Facilities Opt In Ordinance). [NOTE: Amendments recommended by the Planning Commission on February 4, 2020.]

- 200075** Ordinance/Amendment/Chapter 12 (Business and Occupations Generally)/Article XVI (Medical Marihuana Facilities)/Section 12-95 (Standards for Medical Marihuana Facilities)

An ordinance to amend the Code of Ordinances for the City of Flint by amending Chapter 12 (Business and Occupations Generally), Article XVI (Medical Marihuana Facilities), Section 12-95 (Standards for Medical Marihuana Facilities), by changing references to Medical Marihuana Facilities to Marihuana Facilities, consistent with the licenses and standards set forth in Chapter 50, Article XXXII, Section 50-183.

- 200076** Ordinance/Chapter 50 (Zoning)/Article XXIX (Special Regulated Uses)/Sections 50-161 (Purpose), 50-163 (Locational Standards - Relationship to Similar Uses), 50-164 (Locational Standards - Relationship to Residential Area and Other Uses), and 50-169 (Zoning Districts Requirements for Special Regulated Uses)

An ordinance to amend Chapter 50 (Zoning), Article XXIX, (Special Regulated Uses), of the Code of the City of Flint by amending §50-161 (Purpose), §50-163 (Locational Standards - Relationship to Similar Uses), §50-164 (Locational Standards - Relationship to Residential Area and Other Uses), and §50-169 (Zoning Districts Requirements for Special Regulated Uses) in light of the amendments to Special Regulated Uses "E", "F" and "G" set forth in Chapter 50 (Zoning), Section 50-183 (Marihuana Facilities Opt In Ordinance).

NEW BUSINESS

FINAL COUNCIL COMMENTS

ADJOURNMENT

200160

CITY OF FLINT



PROPOSAL #20000560

RESOLUTION NO: _____

PRESENTED: 4-13-20

PRESENTED: _____

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO DUKE'S ROOT CONTROL, INC FOR
SEWER LINE CHEMICAL ROOT CONTROL SERVICES**

The Department of Purchases & Supplies solicited proposals for the City of Flint Sewer Line Chemical Root Control Services as requested by the Department of Public Works, and;

Duke's Root Control, Inc was the sole bidder for said services. Funding for said services are budgeted and will come from the following account:

Dept.	Name of Account	Account #	Grant #	Amount
590	Root Control	540.300-801.000	N/A	\$ 350,000.00

IT IS RESOLVED, Appropriate City officials are to do all things necessary to enter into a contract with Duke's Root Control, Inc., in an amount not-to-exceed \$350,000.00.

APPROVED AS TO PURCHASING:

Joyce A. McClane
Purchasing Manager

APPROVED AS TO FINANCE:

Amanda Trujillo
Acting Chief Financial Officer

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer

Clyde Edwards, City Administrator

CITY COUNCIL:

Monica Galloway, Council President

RESOLUTION STAFF REVIEW

DATE: 12-11-19 STAFF REVIEW WAS ATTACHED 4-06-20. BID
WAS OPENED ON 2/19/20.

Agenda Item Title: Chemical Root Control

Prepared By: Cheri Priest, WSC Administrative Manager

Background/Summary of Proposed Action: The City of Flint Sewer Department requests that the City of Flint enter into a contract for chemical root control in an amount not to exceed \$350,000.00. This preventative maintenance process greatly diminishes the presence of roots in sewer lines, which in turn reduces the number of sewer backups, damage claims and liabilities.

Financial Implications: Adequate money has been allocated in the listed account.

Budgeted Expenditure? Yes ☒ No ☐ Please explain if no:

Account No.: 590-540.300-801.000

Pre-encumbered? Yes ☒ No ☐ Requisition # 190001636

Other Implications (i.e., collective bargaining): None

Staff Recommendation: Recommend Approval

Staff Person: Robert Bincsik
Robert Bincsik, Director of Public Works

P20-560 Sewer Line Chemical Root Control Services

ITEM	Duke's Root Control, inc.DESCRPTION	Pipe Size	UNIT PRICE PER LINEAR FOOT	ESTIMATED FOOTAGE	TOTAL PRICE
1	Sewer line chemical root control, including all labor, materials, equipment and associated costs, shall be paid for at the unit price bid per linear foot of each size pipe. Unit prices are to be computed per linear foot manhole-to-manhole	6 INCH	\$1.45	1	\$1.45
		8 INCH	\$1.45	1	\$1.45
		10 INCH	\$1.60	1	\$1.60
		12 INCH	\$1.74	1	\$1.74
		15 INCH	\$2.43	1	\$2.43
		18 INCH	\$3.50	1	\$3.50
		21 INCH	\$4.33	1	\$4.33
		Additional Manholes*	\$150.00	1	\$150.00
				Sum Total Price(In figures)	\$166.50
*Manholes no directly connected to main-line sections of pipe specified for treatment					

200161

CITY OF FLINT



PROPOSAL #20000562

RESOLUTION NO: _____

PRESENTED: 4-13-20

PRESENTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION TO APPROVE L. D'AGOSTINI & SONS, INC. FOR CONSTRUCTION OF
SECONDARY WATER SOURCE PIPELINE

The Department of Purchases & Supplies solicited proposals for the construction of a Secondary Water Source Pipeline as requested by the Department of Public Works/Water Plant, and;

L. D'Agostini & Sons, Inc. was the lowest responsive bidder from out of four proposals submitted.

Funding for said services are budgeted and will come from the following account:

Dept.	Name of Account	Account #	Grant #	Amount
496	Secondary Water Source	551.000-801.068	FEPA18WIIN-1	\$14,725,899.33

IT IS RESOLVED, appropriate City Officials are to do all things necessary, upon City Council Members approval, to enter into a contract with L. D'Agostini for the construction of a Secondary Water Source Pipeline in an amount not-to-exceed \$14,725,899.33. (Water Capital Projects Fund).

APPROVED AS TO PURCHASING:

Joyce A. McClane
Purchasing Manager

APPROVED AS TO FINANCE:

Amanda Trujillo
Acting Chief Financial Officer

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer

Clyde Edwards, City Administrator

CITY COUNCIL:

Monica Galloway, Council President



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: April 8, 2020

BID/PROPOSAL# 20000561

AGENDA ITEM TITLE: Secondary water source

PREPARED BY Robert Bincsik, Director of Public Works

VENDOR NAME: L. D'Agostini & Sons, Inc.

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The purpose of this resolution is to award a contract to L. D'Agostini & Sons, Inc. to build the secondary water pipeline from the Genesee County Drain Commission. They were the lowest responsive bidder. The pipeline will be approximately 5.5 miles long and will connect the two systems from Francis and Lewis Rd. to the City of Flint Water Plant on Dort and Stewart. As part of our EPA administrative consent order we are required to have a redundant drinking water source. This project will fulfill that requirement. The project is funded through WIIN funding and identified as project #3 in the WIIN funding project plan.

FINANCIAL IMPLICATIONS:

BUDGETED EXPENDITURE? YES ☒ NO ☐ IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
496	Secondary Water Source	551.000-801.068	FEPA18WIIN-1	\$14,725,899.33
		FY20 GRAND TOTAL		\$14,725,899.33

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 20003042

ACCOUNTING APPROVAL: Golanda Gray **Date:** 4-8-2020

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☐
(If yes, please indicate how many years for the contract) YEARS



CITY OF FLINT

WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: *(This will depend on the term of the bid proposal)*

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

OTHER IMPLICATIONS *(i.e., collective bargaining)*:

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ APPROVED ☐ NOT APPROVED

DEPARTMENT HEAD SIGNATURE: Robert Bincsik
(Robert Bincsik, Director of Public Works)

SEALED PROPOSALS RECEIVED IN THE PURCHASING DEPARTMENT
FOR SECONDARY WATER SOURCE
PROPOSAL #20000562

L. D'Agostini & Sons, Inc. 15801 23 Mile Rd. Macomb, MI 48042	Ric-Man Construction, Inc. 38600 Van Dyke, Suite 100 Sterling Heights, MI 48312	D.V.M. Utilities, Inc. 6045 Sims Dr., Suite 2 Sterling Heights, MI 48313	Zito Construction 8033 Fenton Rd. Grand Blanc, MI 48439
\$ 14,725,899.33	\$ 16,727,320.00	\$ 18,352,413.84*	\$ 21,116,960.00*

* Non-responsive bidder, did not submit correct addendum.

200162

CITY OF FLINT



PROPOSAL #20000561

RESOLUTION NO: _____

PRESENTED: 4-13-20

PRESENTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION TO PULLMAN, SST FOR DORT RESERVOIR REHABILITATION

The Department of Purchases & Supplies solicited proposals for Dort Reservoir Rehabilitation as requested by the Department of Public Works/Water Plant, and;

Pullman, SST, was the sole bidder for said services. Funding for said services are budgeted and will come from the following account:

Dept.	Name of Account	Account #	Grant #	Amount
496	Dort Cedar Pump Station	552.000-801.067	FEPA18WIIN-1	\$2,169,985.00

IT IS RESOLVED, appropriate City Officials are to do all things necessary to enter into a contract with Pullman, SST for Dort Reservoir Rehabilitation in an amount not-to-exceed \$2,169,985.00. (Water Capital Projects Fund).

APPROVED AS TO PURCHASING:

Joyce A. McClane
Purchasing Manager

APPROVED AS TO FINANCE:

Amanda Trujillo
Acting Chief Financial Officer

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer

Clyde Edwards, City Administrator

CITY COUNCIL:

Monica Galloway, Council President

Re: 200162
Signature Page #2



(Proposal #20000561)

RESOLUTION NO.: _____

PRESENTED: _____

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION TO PULLMAN, SST FOR DORT RESERVOIR REHABILITATION

The Department of Purchases & Supplies has solicited proposals for the Dort Reservoir Rehabilitation as requested by the Water Plant, and

Pullman, SST, 280 W. Jefferson Ave., Trenton, Michigan was the sole bidder from five solicitations for said services. Funding for said services will come from a Water Infrastructure Improvements for the Nation (WIIN) grant using the following account:

496-552.000-801.067	Dort-Cedar Pump Station	\$2,169,985.00
FEPA18WIIN-1		

IT IS RESOLVED, that the Proper City Officials, upon City Council approval, are hereby authorized to enter into a contract with Pullman, SST for the Dort Reservoir Rehabilitation in an amount not to exceed \$2,169,985.00. (Water Capital Projects Fund)

APPROVED PURCHASING DEPT:

Joyce A. McClane
Purchasing Manager

APPROVED AS TO FINANCE:

Amanda Trujillo,
Interim Chief Finance Officer

APPROVED AS TO FORM:

Angela Wheeler w/p
Angela Wheeler, Chief Legal Officer

Clyde Edwards, City Administrator

CITY COUNCIL:

Monica Galloway, Council President

FY20 - KRN



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: April 2, 2020

BID/PROPOSAL# 20000561

AGENDA ITEM TITLE: Dort Reservoir Rehabilitation

PREPARED BY Robert Bincsik, Director of Public Works

VENDOR NAME: Pullman, SST

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The purpose of this resolution is to award a contract to Pullman, SST for Dort Reservoir Rehabilitation.

This work will be paid out of the WIIN Funding.

FINANCIAL IMPLICATIONS:

BUDGETED EXPENDITURE? YES ☒ NO ☐ IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
496	Dort-Cedar Pump Station	552.000-801.067	FEPA18WIIN-1	\$2,169,985.00
		FY20 GRAND TOTAL		\$2,169,985.00

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 20002987

ACCOUNTING APPROVAL:

Gofanda King
Date: 4-6-2020

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☐
(If yes, please indicate how many years for the contract) YEARS

WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)

BUDGET YEAR 1



CITY OF FLINT

BUDGET YEAR 2

BUDGET YEAR 3

OTHER IMPLICATIONS (i.e., collective bargaining):

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ **APPROVED** ☐ **NOT APPROVED**

DEPARTMENT HEAD SIGNATURE:

Robert Bincsik

(Robert Bincsik, Director of Public Works)



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

March 9, 2020

Rob Bincsik
Director of Public Works
City of Flint
1101 Saginaw St #105
Flint, Michigan 48502

RE: City of Flint Dort Reservoir Rehabilitation

REF: DLZ File No. 1949-0188-00

Dear Mr. Bincsik,

Please find attached the tabulation of bids opened on February 19, 2020 for the above referenced project. The project was publicly advertised on the City website, on BidNet (formerly MITN), and in the local newspaper by the City of Flint Purchasing Department. A mandatory pre-bid meeting was held on February 5, 2020. Two firms were present at this meeting: Pullman SST, Inc and Sorenson Gross. Sorenson Gross provided a letter indicating that they were unable to obtain sufficient contract staff to assist with this project and therefore could not submit a bid. As a result, only one bid was received on the project. The bid was submitted by Pullman SST, Inc of Trenton, Michigan in the amount of \$2,169,985.00.

This bid is in line with the \$2M construction estimate identified in the original study completed by CDM Smith. DLZ staff has contacted several references for Pullman SST, Inc. The responses to these inquiries are favorable.

Based on their bid and references, DLZ recommends that a contract be awarded to Pullman SST, Inc of Trenton, Michigan in the amount of \$2,169,985.00.

Sincerely,
DLZ, Inc.

Shannon L. Filarecki, P.E.
Senior Project Manager

ENC: Bid Tabulation

X:\Projects\GFL\2019\1949\018800 Flint-Dort & Cedar\05_Bidding\Recommendation\City of Flint Dort Reservoir Rehabilitation Bid Recommendation 3-9-2020.docx

4494 Elizabeth Lake Rd, Waterford Township, MI 48328 | OFFICE 248.661.7000 | ONLINE WWW.DLZ.COM

Aldon Bellefontaine Bridgeville Burns Harbor Chicago Cincinnati Cleveland Columbus Detroit Flint Fort Wayne Indianapolis Joliet
Kalamazoo Lansing Lexington Louisville Madison Maumee Melvindale Munster Muskegon Pittsburgh Port Huron Saint Joseph South Bend
Waterford

REFERENCE CHECKLIST

1. Contact Person: Darren Murray – DWSD

Project: DWS Schoolcraft Reservoir; DWS Franklin Reservoir; DWS Adams Rd Reservoir

They are a good firm to work with. Have worked on multiple projects and continue to work with them. They projects are completed on time and within budget. No issues with completion. They do not cause contract changes and are fair in pricing when there is one. They are properly staffed and effective and timely with communication. They clean up their sites. Has and will continue to hire.

2. Contact Person: John McCallum – GLWA

Project: GLWA 2019 Reservoir Maintenance

Overall, they are good. There have been no problems. This is the first project with GLWA. It is a 4 year project that started in the fall. Thus far deliverables have been completed on time and within budget. They have been more than fair with any pricing for changes in work. They are responsive and have a good crew. Communication is their weak area, but it is still acceptable. Would hire again.

CITY OF FLINT
DORT RESERVOIR REHABILITATION

By: DLZ, Inc.
Date of Letting: 2/19/2020

PULLMAN SERVICES

Item No.	Description	Unit	Estimated Quantity	Unit Price	Item Price
1.	Concrete Patching	SFT	100	\$ 210.00	\$ 21,000.00
2.	Concrete Crack Repair	LF	1,500	\$ 45.00	\$ 67,500.00
3.	Top Slab Expansion Joint Repair	LF	1,400	\$ 150.00	\$ 210,000.00
4.	Exterior Wall and Base Slab Expansion Joint Repair	LF	1,500	\$ 52.00	\$ 78,000.00
5.	Interior Wall Expansion Joint Repair	LF	825	\$ 55.00	\$ 45,375.00
6.	Column Repair	EA	64	\$ 19,625.00	\$ 1,256,000.00
7.	Roof Slab Bottom Coating	SFT	137,800	\$ 2.45	\$ 337,610.00
8.	Concrete Column Delamination Repair	SFT	650	\$ 180.00	\$ 117,000.00
9.	Concrete Column Coating	SFT	7,200	\$ 4.50	\$ 32,400.00
10.	Concrete Cores and Testing	EA	3	\$ 1,700.00	\$ 5,100.00

\$ 2,169,985.00

* CORRECTED BY ENGINEER

TOTAL BASE BID

\$ 2,169,985.00

200163

CITY OF FLINT



RESOLUTION NO: _____

PRESENTED: 4-13-20

PRESENTED: _____

MIDEAL CONTRACT

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO BERGER CHEVROLET INC FOR 2020 CHEVROLET TAHOE
PPV PATROL UNITS**

The Department of Purchases & Supplies received requested information from the Fleet Department as part of the FY20 vehicle replacement plan, to purchase twelve (12) 2020 Chevrolet Tahoe PPV Patrol Units for the Police Department. These items will be purchased from the State of Michigan MIDEAL Contract, from Berger Chevrolet, Inc., and;

Funding for said services are budgeted and will come from the following account:

Dept.	Name of Account	Account #	Grant #	Amount
661	Vehicles	451.100-977.500	N/A	\$586,350.00

IT IS RESOLVED, that the appropriate City Officials authorize and approve a purchase order to be issued to Berger Chevrolet, Inc., for twelve (12) 2020 Chevrolet Tahoe PPV Patrol Units for the Police Department in the amount not-to-exceed \$586,350.00.

APPROVED AS TO PURCHASING:

APPROVED AS TO FINANCE:

Joyce A. McClane
Purchasing Manager

Amanda Trujillo
Acting Chief Financial Officer

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer

Clyde Edwards, City Administrator

CITY COUNCIL:

Monica Galloway, Council President

CITY OF FLINT

Re: 200163
Signature Page #2

MIDEAL CONTRACT

RESOLUTION NO: _____

PRESENTED: _____

PRESENTED: _____

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO BERGER CHEVROLET INC FOR 2020 CHEVROLET TAHOE
PPV PATROL UNITS**

The Department of Purchases & Supplies received requested information from the Fleet Department as part of the FY20 vehicle replacement plan, to purchase twelve (12) 2020 Chevrolet Tahoe PPV Patrol Units for the Police Department. These items will be purchased from the State of Michigan MIDEAL Contract, from Berger Chevrolet, Inc., and;

Funding for said services are budgeted and will come from the following account:

Dept.	Name of Account	Account #	Grant #	Amount
661	Vehicles	451.100-977.500	N/A	\$586,350.00

IT IS RESOLVED, that the appropriate City Officials authorize and approve a purchase order to be issued to Berger Chevrolet, Inc., for twelve (12) 2020 Chevrolet Tahoe PPV Patrol Units for the Police Department in the amount not-to-exceed \$586,350.00.

APPROVED AS TO PURCHASING:

Joyce A. McClane
Purchasing Manager

APPROVED AS TO FINANCE:

Amanda Trujillo
Acting Chief Financial Officer

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer

Clyde Edwards, City Administrator

CITY COUNCIL:

Monica Galloway, Council President



CITY OF FLINT, Office of Purchases & Supplies

BID/PROPOSAL RESOLUTION STAFF REVIEW

TODAY'S DATE: 12/17/2019

AGENDA ITEM TITLE: Purchase of 2020 Police Vehicles **BID/PROPOSAL#**

DO YOU EXPECT THIS PURCHASE ORDER WILL CONVERT TO A CONTRACT? ☒ YES ☐ NO

PREPARED BY: Mike Rule, Fleet Maintenance
(PLEASE TYPE NAME, TITLE, DEPARTMENT)

BACKGROUND/SUMMARY OF PROPOSED ACTION: As part of the FY20 vehicle replacement plan, the Fleet Department is requesting a purchase order for (12) 2020 Chevrolet Tahoe PPV Patrol Units for the Police Department from MDeal vendor Berger Chevrolet.

FINANCIAL IMPLICATIONS:

BUDGETED EXPENDITURE? YES ☒ NO ☐ IF NO, PLEASE EXPLAIN:

ACCOUNT NO: 661-451.100-977.500 **AMOUNT:** \$ \$586,350.00

ACCOUNT NO: **AMOUNT:** \$

ACCOUNT NO: **AMOUNT:** \$

ACCOUNT NO: **AMOUNT:** \$

ACCOUNT NO: **AMOUNT:** \$

ACCOUNT NO: **AMOUNT:** \$

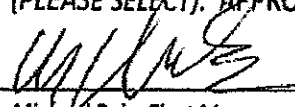
ACCOUNT NO: **AMOUNT:** \$

ACCOUNT NO: **AMOUNT:** \$

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 190002675

OTHER IMPLICATIONS (i.e., collective bargaining):

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED

STAFF PERSON SIGNATURE: 
(PLEASE TYPE NAME, TITLE) Michael Rule, Fleet Manager

For Purchasing Use Only: PO/CONTRACT# _____ **DATE RECEIVED:** _____

BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle \$48,862.50

Number of units 1

Total Bid Amount \$48,862.50

Vendor:

Berger Chevrolet Inc.

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 949-5200

Fax (616) 988-9178

Signature



Printed Signature Robert M. Evans

Date

10/31/2019

Vehicle Description:

Year 2020

Make Chevrolet

Model Tahoe 4wd
police package
w/Equipment installed

Bid Prepared For :

City of Flint

Price includes title fee and delivery.
Pricing based off the Oakland County
Contact # 05218

**Municipal Lease-Purchase Plan**

To: City of Flint
Prepared By: Bob Evans
Date: 10/31/2019

Ally Financial ("Ally") appreciates the opportunity to provide the following municipal lease/purchase financing quote for the units described below.

Term in years	4
Advance Rental, to be paid	Annual
Equipment to finance	1
Equipment Usage	Police
Annual Rate	6.54

The payment for each unit is calculated by multiplying the Lease Factor by the principal amount for that unit.

Principal: \$48862.50

Payment: \$13399.72

Payments for different principal amounts can be calculated in the same method.

The quoted interest rate is the rate Ally would charge as of the date of this letter. Ally reserves the right to change the rate if necessary. The rate will be determined upon delivery of the equipment and fixed for the term of the lease. The end-of-lease option to purchase the unit(s) described above is \$1 per unit.

This quote is for tax-exempt municipal lease/purchase financing only, and the following minimum conditions must be met:

- Qualification as a tax-exempt municipality for federal tax purposes
- Qualification of unit as "essential use"
- Execution of documentation acceptable to Ally
- Ally's standard program parameters are followed
- Ally must receive copies of audited financial statements and the current year's budget
- Credit review and approval by Ally
- The municipality must pay all sales and property taxes, maintain the unit(s), and provide for physical damage and liability insurance acceptable to Ally
- No adverse change in tax law related to the proposed transaction

If any further assistance is required, please do not hesitate to call Ally at 1-800-471-4622.

NOTE: This rate will be locked for the following number of days: 90



EVC, LLC
10408 Stadium Dr
Kalamazoo, Michigan 49009
(269)-743-3263
sales@evcazo.com
evc-upfitting.com

Quote #1125

Created: 7/15/2019

Berger
bevans@BERGERCHEVY.COM

2019 Flint 17 Tahoe (#2717)

VIN:

License Plate:

Flint			
Description	Price	QTY	Subtotal
1 nFORCE LED Lightbar - Flint Configuration			
2 PAR 46 Unifty® Spotlight LED Insert - White LEDs			
3 Push Bumper EliteXD			
4 Elite 33.1" 2 Lit Chnl Note: Westin Elite 33.1" 2 Lit Chnl Push Bumper Light Channel 33.1 inch Soundoff, 2 Hole			
5 12 LED Replacement Warning Module for nFORCE® Perimeter Lighting, SAE Class 1, 10-16v, Dual Color Red/Blue (Front Facing Push Bumper)			
6 Intersector Surface Mount Light, 9-32 Vdc, Black Housing, 18 LEDs, Dual Color - Red/Blue (Sides Push Bumper)			
7 100C Series Speaker Bracket (only) for Chevrolet Tahoe			
8 100N Series Composite Speaker w/Universal Ball Bracket - 100W			
9 mpower® 4" Fascia - Dual Color - Stud Mount - RED/BLU (Rear Side Window)			
10 mpower® 4" Windshield Shroud Black (Rear Side Window)			
11 mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Blue (Rear Spoiler)			
12 mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Red (Rear Spoiler)			
13 Chevrolet Tahoe 2007 Plug-In Headlight/Tailight Flasher, 100% Solid State			
14 mpower® Facia Perimeter Light, Quick Mount, 6-LED, Single Color RED (Tailgate) Note: mpower® Facia Perimeter Light, Quick Mount, 6-LED, Single Color RED			
15 mpower® Facia Perimeter Light, Quick Mount, 6-LED, Single Color - BLU (Tailgate) Note: mpower® Facia Perimeter Light, Quick Mount, 6-LED, Single Color - BLU			
16 nERGY® 400 Series Remote Siren w/ Button Control, 10-16v - for two 100 watt speakers			
17 13" Console Box. Includes 3 faceplates and 3 filler panels. & Plate/Leg/Wing Kit			
18 MCS-External Cup Holder			
19 Heavy duty pedestal armrest			
20 Magnetic Mic Note: Magnetic Mic			
21 Mic Clip Bracket			

7/15/2019

EVC, LLC
Powered by Shopmonkey.io

Page 1 of 2



EVC, LLC
10408 Stadium Dr
Kalamazoo, Michigan 49009
(269)-743-3263
sales@evcazo.com
evc-upfitting.com

Quote #1125

Created: 7/15/2019

Film			
	Description	Price	QTY Subtotal
22	#10VS C Recessed Panel Coated Polycarbonate With Expanded Metal Window Security Screen (Front Partition)		
23	#12VS 2ND Vinyl Coated Expanded Metal Partition Stock Seat (Rear Partition)		
24	Dual T-Rail Mount 1 Small, 1 Universal XL, Handcuff Key Override		
25	Locking single Drawer w/ dividers		
26	Panorama Multiband Antenna Pkg		
27	ML6 LED Flush Mount Light, SAE J595 Class 2 & ECE 410.05 Certified, 10-30 volts, 10' cable - Dual Color Red/Blue		
28	Window Barrier VS Steel Vertical, for use with stock & Setina TPO Door panels		
29	Installation Labor		



[Fleet] 2020 Chevrolet Tahoe (CK15706) 4WD 4dr Commercial

Selected Model and Options

MODEL

CODE	MODEL
CK15706	2020 Chevrolet Tahoe 4WD 4dr Commercial

COLORS

CODE	DESCRIPTION
GBA	Black

OPTIONS

CODE	DESCRIPTION
—	Safety belts, 3-point, driver and front passenger in all seating positions (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
—	Capless fuel fill (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)
—	Door handles, body-color (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)
—	Instrumentation, analog with certified 150 mph speedometer (PPV), 140 mph speedometer (Special Service), odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)
—	Key, 2-sided (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)
—	Luggage rack, delete (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)
—	Exterior ornamentation delete (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)
—	Power outlets, 4 auxiliary, 12-volt includes 1 on the instrument panel, 1 in armrest, and 2 in the cargo area (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
—	Power supply, 100-amp, auxiliary battery, rear electrical center (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)
—	Power supply, 50-amp, power supply, auxiliary battery passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)
—	Theft-deterrent system, vehicle, PASS-Key III (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)
1FL	Commercial Preferred Equipment Group Includes Standard Equipment
5HP	Key, 6 additional keys

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[Fleet] 2020 Chevrolet Tahoe (CK15706) 4WD 4dr Commercial

OPTIONS

CODE	DESCRIPTION
5T5	Seats, 2nd and 3rd row vinyl with front cloth seats Provides vinyl second and third row seats and cloth front seats (Requires interior trim (HOU) Jet Black and RPO (AZ3) front 40/20/40 split-bench seat.)
6C7	Lighting, red and white front auxiliary dome Red and white auxiliary dome lamp is located on headliner between front row seats (red is LED, white is incandescent). The auxiliary lamp is wired independently from standard dome lamp (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
6E2	Key common, complete vehicle fleet provides a single key with a specific code that is common to the door locks and ignition of all the vehicles in the vehicle fleet. Key code is an alternate to SEO (6E8) complete vehicle fleet common key. NOTE: NOT COMPATIBLE with previous model years (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
6J3	Wiring, grille lamps and siren speakers (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
6J4	Wiring, horn and siren circuit (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
6N5	Switches, rear window inoperative (rear windows can only operate from driver's position) (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
6N6	Door locks and handles, inside rear doors inoperative (doors can only be opened from outside) (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
7X7	Spotlamps, left- and right-hand (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle. Not available with (7X6) left-hand spotlamp.)
9C1	Identifier for PPV includes, (K47) high-capacity air cleaner, (KW7) 170 amp high output alternator, (K4B) 730 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, front independent torsion bar, and stabilizer bar and rear, multilink with coil springs, (QAR) P265/60R17 all-season, v-rated tires, (ZAK) P265/60R17 all-season, V-rated spare tire, Police brakes, (NZZ) underbody shield, (RAP) Black steel wheels w/bolt on center caps, Certified speedometer, delete roof rails, (ATD) third row seat delete, (NQH) active 2-speed transfer case (4WD only). *CREDIT*
9G8	Headlamps, Daytime Running Lamps and automatic headlamp control delete deletes standard Daytime Running Lamps and automatic headlamp control features (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
ATD	Seat delete, third row passenger (Deletes rear storage compartment and (AP9) rear cargo net. Included with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) *CREDIT*
AZ3	Seats, front 40/20/40 split-bench with Vinyl (1FL) or Premium Cloth (1FL and 1LS), 3-passenger, includes 6-way power driver and 2 way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage (includes auxiliary power outlet, USB port and input jack for audio system), storage compartments in seat cushion, adjustable outboard head restraints and storage pockets (With (9C1) Police Vehicle or (5W4) Special Service Vehicle includes lockable storage compartment.) (STD)
C5Y	GVWR, 7100 lbs. (3221 kg) (4WD model only. Included and only available with (9C1) Police Vehicle.)
FE9	Emissions, Federal requirements
GBA	Black
GU4	Rear axle, 3.08 ratio (Not available with (NHT) Max Trailering Package.)

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[Fleet] 2020 Chevrolet Tahoe (CK15706) 4WD 4dr Commercial

OPTIONS

CODE	DESCRIPTION
H0U	Jet Black, Premium Cloth seat trim
IO5	Audio system, 8" diagonal color touch-screen with Chevrolet Infotainment AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice-activated technology for radio and phone; and Shop with the ability to browse, select and install apps to your vehicle. You can customize your content with audio, weather and more; featuring Apple CarPlay and Android Auto capability for compatible phone; 5 USB ports and 1 auxiliary jack (STD)
K4B	Battery, auxiliary, isolated, 730 CCA (Requires (RD6) 17" painted steel wheels or (PZX) 18" aluminum wheels with high-polished finish.)
KW7	Alternator, 170 amps (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)
L83	Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)
MYC	Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode (STD)
NQH	Transfer case, active, 2-speed electronic Autotrac with rotary controls, includes neutral position for dinghy towing (Requires 4WD models. Included with (9C1) Police Vehicle, (5W4) Special Service Vehicle and (NHT) Maximum Trailering Package.)
NZZ	Skid Plate Package with (9C1) Police Vehicle or (5W4) Special Service Vehicle, includes frame-mounted shields, includes front underbody shield starting behind front bumper and running to first cross-member, protecting front underbody, oil pan, differential case and transfer case (Requires 4WD models and a Fleet or Government sales order type. Included with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
QAR	Tires, P265/60R17 all-season, police, V-rated (Included and only available with (9C1) Police Vehicle.)
R9Y	Fleet Free Maintenance Credit. This option code provides a credit in lieu of the free oil changes, tire rotations and inspections for one maintenance service during 1st year of ownership. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet or Government order types: FBC, FBN, FCA, FCN, FEF, FLS, FNR, FRC or FGO. Not available with FDR order types.) *CREDIT*
RAP	Wheels, 17" x 8" (43.2 cm x 20.3 cm) steel, police, Black (Included and only available with (9C1) Police Vehicle.)
RM7	Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare includes P265/60R17 V-rated tire (Included and only available with (9C1) Police Vehicle.)
UE0	OnStar, delete (Requires a Fleet or Government sales order type. *CREDIT*
UTQ	Theft-deterrent system, content, disable the alarm and horn become non-functional in an attempt of theft to the vehicle
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly
WX7	Wiring, auxiliary speaker. For upfitter connection to front door and windshield pillar speakers. (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
Z56	Suspension Package, heavy-duty, police-rated front, independent torsion bar, and stabilizer bar and rear, multi-link with coil springs (Included and only available with (9C1) Police Vehicle only.)

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[Fleet] 2020 Chevrolet Tahoe (CK15706) 4WD 4dr Commercial

OPTIONS

CODE	DESCRIPTION
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ZAK	Tire, spare, P265/60R17 all-season, police, V-rated (Included and only available with (9C1) Police Vehicle.)
-----	--

ZY1	Paint scheme, solid application
-----	---------------------------------

Options Total

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Jul 29, 2019

Page 4



[Fleet] 2020 Chevrolet Tahoe (CK15706) 4WD 4dr Commercial

Standard Equipment

Mechanical

Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)

Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode (STD)

Rear axle, 3.08 ratio (Not available with (NHT) Max Trailering Package.)

Suspension Package, Premium Smooth Ride (STD) (Not available with (NHT) Max Trailering Package.)

GVWR, 7300 lbs. (3311 kg) (Requires 4WD model.)

E85 FlexFuel capable

Transfer case, active, single-speed, electronic Autotrac with rotary controls, does not include neutral. Cannot be dinghy towed (Requires 4WD model. Not available with (NHT) Max Trailering Package.)

Differential, heavy-duty locking rear

4-wheel drive

Air cleaner, high-capacity

Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator (With (9C1) Police Vehicle or (5W4) Special Service Vehicle includes heavy-duty oil-to-coolant integral to driver-side of radiator.)

Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

Battery, 720 cold-cranking amps with 80 amp hour rating

Alternator, 150 amps

Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way sealed connector and 2" trailering receiver

Trailer sway control

Recovery hooks, 2 front, frame-mounted, Black

Suspension, front coil-over-shock with stabilizer bar

Suspension, rear multi-link with coil springs

Steering, power, electric

Hill Start Assist

Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel With (9C1) Police Vehicle or (5W4) Special Service Vehicle, includes Silver with center caps. (STD) (Not included when (NHT) Max Trailering Package is ordered.)

Tires, P265/70R17 all-terrain, blackwall (STD) (Not included when (NHT) Max Trailering Package is ordered.)

Tire, spare P265/70R17 all-season, blackwall (STD)

Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare

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[Fleet] 2020 Chevrolet Tahoe (CK15706) 4WD 4dr Commercial

Exterior

Tire carrier, lockable outside spare, winch-type mounted under frame at rear

Fascia, front body-color (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, includes recovery hook openings, but does not include hooks.)

Fascia, rear body-color

Assist steps, Black (Premier includes chrome accent strip) (Deleted when (RVQ) Assist step kit, Black, LPO or (VXH) Assist step kit, Chrome, LPO are ordered.)

Mirrors, outside heated power-adjustable, manual-folding and color keyed driver mirror includes spotter mirror

Glass, deep-tinted (With (9C1) Police Vehicle or (5W4) Special Service Vehicle includes all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)

Wipers, front intermittent, Rainsense

Wiper, rear intermittent with washer

Liftgate, rear manual

Entertainment

Audio system, 8" diagonal color touch-screen with Chevrolet Infotainment AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice-activated technology for radio and phone; and Shop with the ability to browse, select and install apps to your vehicle. You can customize your content with audio, weather and more; featuring Apple CarPlay and Android Auto capability for compatible phone; 5 USB ports and 1 auxiliary jack (STD)

Audio system feature, single-slot CD/MP3 player

Audio system feature, 6-speaker system

SiriusXM Radio delete

Bluetooth for phone personal cell phone connectivity to vehicle audio system

4G LTE Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with Vinyl (1FL) or Premium Cloth (1FL and 1LS), 3-passenger, includes 6-way power driver and 2 way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage (includes auxiliary power outlet, USB port and input jack for audio system), storage compartments in seat cushion, adjustable outboard head restraints and storage pockets (With (9C1) Police Vehicle or (5W4) Special Service Vehicle includes lockable storage compartment.) (STD)

Seat trim, cloth

Seat adjuster, front passenger 6-way power

Seats, second row 60/40 split-folding bench, manual

Seat, third row manual 60/40 split-folding bench, fold flat

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[Fleet] 2020 Chevrolet Tahoe (CK15706) 4WD 4dr Commercial

Interior

Floor covering, Black rubberized vinyl

Steering column, Tilt-Wheel

Steering wheel, urethane

Steering wheel controls, mounted audio and cruise controls includes Driver Information Center controls

Driver Information Center, 4.2" diagonal multi-color

Warning tones headlamp on, key-in-ignition, driver and right-front passenger seat belt unfasten and turn signal on

Door locks, power programmable with lockout protection and delayed locking (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, Auto Lockout is disabled on Driver door.)

Remote Keyless Entry, extended-range

Windows, power with Express-Down and Express-Up on front doors and lock out features

Cruise control, electronic with set and resume speed

Climate control, tri-zone automatic with individual climate settings for driver, right-front passenger and rear passengers (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, includes dual-zone automatic, front and rear air conditioning electronic controls)

Defogger, rear-window electric

Power outlet, 110-volt

Power outlets, 5 auxiliary, 12-volt includes outlets in the instrument panel, console, back of console, 1 in 3rd row and 1 in cargo area (With (AZ3) 40/20/40 split-bench front seats, the outlet on the back of the console is deleted.)

Mirror, inside rearview manual day/night

Conversation mirror

Assist handles, 1st row passenger and 2nd row outboard seats (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, 1st row passenger assist handle is removed when (7X7) Spot lamps are ordered.)

Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. With (9C1) Police Vehicle or (5W4) Special Service Vehicle, interior lighting includes dome light, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions with control switch in the roof console

Cargo management system

Cargo net (Deleted when (ATD) 3rd row seat delete is ordered.)

Safety-Mechanical

Brakes, 4-wheel antilock, 4-wheel disc, VAC power with Brake Assist

StabiliTrak, stability control system with brake assist, includes traction control

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[Fleet] 2020 Chevrolet Tahoe (CK15706) 4WD 4dr Commercial

Safety-Exterior

Daytime Running Lamps, with automatic exterior lamp control

Safety-Interior

Teen Driver configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Included and only available with (AZ3) 40/20/40 split-bench front seat. With (9C1) Police Vehicle or (5W4) Special Service Vehicle requires (AZ3) 40/20/40 split-bench front seat and (9U3) SEO front center seat (20% seat) delete. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Door locks, rear child security

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Rear Park Assist with audible warning

Rear Vision Camera

LATCH system (Lower Anchors and Top tethers for Children), for child safety seats lower anchors and top tethers located in all second row seating positions, top tethers located in third row seating positions

Tire Pressure Monitor System air pressure sensors in each tire with pressure display in Driver Information Center, includes Tire Fill Alert. With (9C1) Police Vehicle (5W4) Special Service Vehicle does not apply to spare tire.

Theft-deterrent system, electrical, unauthorized entry

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 8881. Data Updated: Jul 26, 2019 3:28:00 AM PDT.



[Fleet] 2020 Chevrolet Tahoe (CK15706) 4WD 4dr Commercial

WARRANTY

Warranty Note: <<< Preliminary 2020 Warranty Note >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 8881. Data Updated: Jul 26, 2019 3:28:00 AM PDT.

Jul 29, 2019

200164



CITY OF FLINT

(PROPOSAL #2000023)

RESOLUTION NO: _____

PRESENTED: 4-13-20

ADOPTED: _____

**RESOLUTION AUTHORIZING CHANGE ORDER #1
FOR DETROIT SALT COMPANY**

BY THE CITY ADMINISTRATOR:

In September 2019, the City of Flint Council Members approved Resolution #190403 for Bulk Rock Salt from Detroit Salt Company, approving purchase order number 19-001947 in the amount of \$300,000.00.

The City of Flint Street Maintenance Division is requesting to purchase additional road salt in the amount of \$80,000 for the remainder of FY20 winter season, to maintain a safe and hazard free driving surface.

Funding for said services are budgeted and will come from the following accounts:

Dept.	Name of Account	Account #	Grant #	Amount
202	Major Street Fund	449.203-726.000	N/A	\$ 40,000.00
203	Local Street Fund	449.203-726.000	N/A	\$ 40,000.00
GRAND TOTAL AMOUNT NOT TO EXCEED FY19/20				\$ 80,000.00

IT IS RESOLVED, that the proper city officials, upon City Council's approval, are hereby authorized to approve **Change Order #1** for additional Bulk Rock Salt from Detroit Salt Company in the amount of \$80,000.00 and a revised aggregate in the amount of \$380,000.00 for FY19/20.

APPROVED

Joyce A. McClane
Purchasing Manager

Amanda Trujillo
Acting Chief Financial Officer

APPROVED AS TO FORM:

Angela Wheeler
Chief Legal Officer

Clyde Edwards, City Administrator

CITY COUNCIL:

Monica Galloway, Council President

Handwritten signature/initials



Re: 200164
Signature Page #2

(PROPOSAL #2000023)

RESOLUTION NO: _____

PRESENTED: _____

ADOPTED: _____

**RESOLUTION AUTHORIZING CHANGE ORDER #1
FOR DETROIT SALT COMPANY**

BY THE CITY ADMINISTRATOR:

In September 2019, the City of Flint Council Members approved Resolution #190403 for Bulk Rock Salt from Detroit Salt Company, approving purchase order number 19-001947 in the amount of \$300,000.00.

The City of Flint Street Maintenance Division is requesting to purchase additional road salt in the amount of \$80,000 for the remainder of FY20 winter season, to maintain a safe and hazard free driving surface.

Funding for said services are budgeted and will come from the following accounts:

Dept.	Name of Account	Account #	Grant #	Amount
202	Major Street Fund	449.203-726.000	N/A	\$ 40,000.00
203	Local Street Fund	449.203-726.000	N/A	\$ 40,000.00
GRAND TOTAL AMOUNT NOT TO EXCEED FY19/20				\$ 80,000.00

IT IS RESOLVED, that the proper city officials, upon City Council's approval, are hereby authorized to approve **Change Order #1** for additional Bulk Rock Salt from Detroit Salt Company in the amount of \$80,000.00 and a revised aggregate in the amount of \$380,000.00 for FY19/20.

APPROVED


Joyce A. McClane
Purchasing Manager

Amanda Trujillo
Acting Chief Financial Officer

APPROVED AS TO FORM:

Angela Wheeler,
Chief Legal Officer

Clyde Edwards, City Administrator

CITY COUNCIL:

Monica Galloway, Council President

190403

Proposal #20000023

SUBMISSION NO.:

PRESENTED:

9-18-19

ADOPTED:

9-23-2019

BY THE CITY ADMINISTRATOR:

RESOLUTION TO DETROIT SALT COMPANY FOR BULK SALT

RESOLUTION

The Department of Purchases & Supplies has received notification from Genesee County Road Commission that the Bulk Salt AGREEMENT WITH Detroit Salt Company, 12841 Sanders Street, Detroit, Michigan has been negotiated for the City of Flint to procure bulk salt as part of a cooperative purchase. Funding for the request will come from the following accounts: 202-449.203-726.000 (\$150,000.00) and 203-449.203-726.000 (\$150,000.00); and

IT IS RESOLVED, that the Department of Purchases and Supplies, upon Council's approval, is hereby authorized to issue a purchase order to Detroit Salt Company for Bulk Salt in an amount not to exceed \$300,000.00 from FY19/20 budget. (Major Fund, Local Street Fund)

APPROVED PURCHASING DEPT.:

Joyce A. McClane, Purchasing Manager

APPROVED AS TO FINANCE:

Tamar Lewis
Deputy Chief Financial Officer

APPROVED AS TO FORM:

Angela Wheeler
Chief Legal Officer

Steve Branch, City Administrator

CITY COUNCIL:

Herbert J. Winfrey, Council President

FY19/FY20 jam

200165



RESOLUTION NO.: _____

PRESENTED: 4-13-20

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

**RESOLUTION AUTHORIZING CHANGE ORDER #1 TO MDOT CONTRACT 19-5088,
IMPROVEMENTS TO 12TH ST (TORREY RD.) OVER CARMEN CREEK BRIDGE #2828**

On May 28, 2019, the Appropriate City Officials were authorized through resolution 190193 to do all things necessary to enter into MDOT (Michigan Department of Transportation) Contract 19-5088, Improvements to the 12th St. (Torrey Rd.) over Carmen Creek Bridge #2828, including local contribution of \$67,100.00 plus potential overruns in the amount of \$10,000.00 for a total of \$77,100.00, and

A change order is being requested in the amount not to exceed \$238,622.33 to cover the delay caused by the misidentification of a high pressure Consumers Energy gas line, which delayed the construction of a new bridge by several months. Funding for said services will come from the following account:

202-441.702-801.000	Major Street Fund	\$238,622.33
---------------------	-------------------	--------------

IT IS RESOLVED, that the Proper City Officials are hereby authorized to issue change order #1 to the contract with MDOT to cover the delay to the improvements to the 12th St. (Torrey Rd.) over Carmen Creek Bridge #2828, in an amount not to exceed \$238,622.23 and a total revised contract amount of \$315,722.33.

APPROVED AS TO FINANCE:

Amanda Trujillo
Amanda Trujillo
Interim Chief Finance Officer

APPROVED AS TO FORM:

Angela Wheeler w/p
Angela Wheeler, Chief Legal Officer

Clyde Edwards
Clyde Edwards, City Administrator

CITY COUNCIL:

Monica Galloway, Council President

FY20 - KRN



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: March 31, 2020

BID/PROPOSAL#

AGENDA ITEM TITLE: MDOT change order #1 to the 12th Street bridge removal and replacement

PREPARED BY Kathryn Neumann for Rob Bincsik, Director of Public Works

VENDOR NAME: State of Michigan

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The purpose of this resolution is to add monies for the project for the removal and replacement of the bridge on 12th Street (Torrey Rd.) over Carmen Creek. This project was delayed several months due to a conflicting Consumers Energy gas line. A high pressure gas main was misidentified during the design phase and it was several months before Consumers Energy completed the rerouting of the line. The project was delayed several months causing the vendors involved to incur large idle costs. The City of Flint intends on to recover these additional costs from Consumers Energy.

FINANCIAL IMPLICATIONS:

BUDGETED EXPENDITURE? YES ☒ NO ☐ IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
202	Major Street Fund	441.702-801.000		\$238,622.33
FY20 GRAND TOTAL				\$238,622.33

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 20002966

ACCOUNTING APPROVAL: _____ **Date:** _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☐
(If yes, please indicate how many years for the contract) _____ YEARS

WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)

BUDGET YEAR 1



CITY OF FLINT

BUDGET YEAR 2

BUDGET YEAR 3

OTHER IMPLICATIONS (*i.e., collective bargaining*):

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ APPROVED ☐ NOT APPROVED

DEPARTMENT HEAD SIGNATURE: Robert Bincsik
(Robert Bincsik, Director of Public Works)

200166



CITY OF FLINT

RESOLUTION NO: _____

PRESENTED: 4-13-20

ADOPTED: _____

**RESOLUTION AUTHORIZING CHANGE ORDER #1
FOR CDM SMITH**

BY THE CITY ADMINISTRATOR:

In November 2018, the City of Flint Council Members approved Resolution #180577 for Chemical Systems Feed Building-Design Work from CDM Smith, approving purchase order number 19-001496 in the amount of \$486,300.00.

The State of Michigan hired and funded CDM Smith for PE (Preliminary Engineering) services design work on chemical feed systems building to a completion level of 30%. The City of Flint, using WIIN funds, had CDM Smith complete the remaining 70% of the design. So upon completion of the design, the Department of Public Works is requesting to issue a change order to CDM Smith and to have them continue on with the Resident Project Representative (RPR) services and with Construction Engineering (CE) services of the phase of the projecting using WIIN funding.

Funding for said services are budgeted and will come from the following account:

Dept.	Name of Account	Account #	Grant #	Amount
496	Water Capital Projects	553.000-801.054	FEPA18WIIN-1	\$ 428,947.00
GRAND TOTAL AMOUNT NOT TO EXCEED FY19/20				\$ 428,947.00

IT IS RESOLVED, Appropriate City officials are to do all things necessary to enter into Change Order #1 to existing contract no. 18-119 to continue on with the Resident Project Representative (RPR) services and with Construction Engineering (CE) services from CDM Smith for an additional contract amount of \$428,947.00 for a total contract price not-to-exceed \$915,247.00 for FY19/20 and pending budget approval of FY20/21.

APPROVED

Joyce A. McClane
Purchasing Manager

Amanda Trujillo
Amanda Trujillo
Acting Chief Financial Officer

APPROVED AS TO FORM:

Angela Wheeler wjp
Angela Wheeler,
Chief Legal Officer

Clyde Edwards
Clyde Edwards, City Administrator

CITY COUNCIL:

Monica Galloway, Council President

CDE



Re: 200166
Signature Page #2

RESOLUTION NO: _____

PRESENTED: _____

ADOPTED: _____

**RESOLUTION AUTHORIZING CHANGE ORDER #1
FOR CDM SMITH**

BY THE CITY ADMINISTRATOR:

In November 2018, the City of Flint Council Members approved Resolution #180577 for Chemical Systems Feed Building-Design Work from CDM Smith, approving purchase order number 19-001496 in the amount of \$486,300.00.

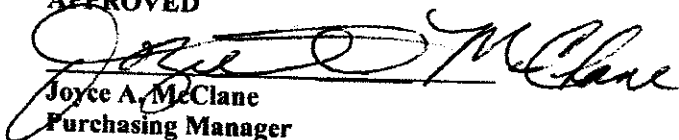
The State of Michigan hired and funded CDM Smith for PE (Preliminary Engineering) services design work on chemical feed systems building to a completion level of 30%. The City of Flint, using WIIN funds, had CDM Smith complete the remaining 70% of the design. So upon completion of the design, the Department of Public Works is requesting to issue a change order to CDM Smith and to have them continue on with the Resident Project Representative (RPR) services and with Construction Engineering (CE) services of the phase of the projecting using WIIN funding.

Funding for said services are budgeted and will come from the following account:

Dept.	Name of Account	Account #	Grant #	Amount
496	Water Capital Projects	553.000-801.054	FEPA18WIIN-1	\$ 428,947.00
GRAND TOTAL AMOUNT NOT TO EXCEED FY19/20				\$ 428,947.00

IT IS RESOLVED, Appropriate City officials are to do all things necessary to enter into **Change Order #1** to existing contract no. 18-119 to continue on with the Resident Project Representative (RPR) services and with Construction Engineering (CE) services from CDM Smith for an additional contract amount of \$428,947.00 for a total contract price not-to-exceed **\$915,247.00** for FY19/20 and pending budget approval of FY20/21.

APPROVED


Joyce A. McClane
Purchasing Manager

Amanda Trujillo
Acting Chief Financial Officer

APPROVED AS TO FORM:

Angela Wheeler,
Chief Legal Officer

Clyde Edwards, City Administrator

CITY COUNCIL:

Monica Galloway, Council President



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: March 19, 2020

BID/PROPOSAL#

AGENDA ITEM TITLE: Chemical Feed Building Design Work – change order #1

PREPARED BY: Robert Bincsik, Director of Public Works

VENDOR NAME: CDM Smith

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The State of Michigan hired and funded CDM Smith for PE (Preliminary Engineering) services design work on the chemical feed systems building to a completion level of 30%. The City of Flint, using WIIN funds, had CDM Smith complete the remaining 70% of the design. So upon completion of the design, the Department of Public Works is requesting to issue a change order to CDM Smith and to have them continue on with the Resident Project Representative (RPR) services and with Construction Engineering (CE) services of the phase of the projecting using WIIN funding.

FINANCIAL IMPLICATIONS: Funding is available in the account listed below

BUDGETED EXPENDITURE? YES ☒ NO ☐ IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
496	Water Capital Projects	553.000-801.054	FEPA18WIIN-1	\$428,947.00
		FY20 GRAND TOTAL		\$428,947.00

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 20002787

ACCOUNTING APPROVAL:

Yolanda Gray

Date: 3-19-2020

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐
(If yes, please indicate how many years for the contract) YEARS

WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: Per CDM Smith proposal services will be rendered from March 1, 2020 through May 31, 2021

BUDGET YEAR 1

200167



CITY OF FLINT

RESOLUTION NO: _____

PRESENTED: 4-13-20

ADOPTED: _____

**RESOLUTION AUTHORIZING CHANGE ORDER #4
TO ARCADIS U. S. INC**

BY THE CITY ADMINISTRATOR:

The City of Flint entered into a contract with Arcadis U. S. Inc for water distribution system model calibration, corrosion control looping testing and GIS and enterprise asset management assistance, with council approving resolution #180582 in a revised contract amount not-to-exceed \$3,076,089.38.

A change order is being requested in the amount not to exceed \$394,113.00 to add monies for ongoing lead pipe loop study. Per the EPA Administrative Consent Order, the City of Flint is required to have optimized corrosion control. In order to optimize corrosion control, we must conduct a corrosion study. This is the fourth phase of the required corrosion study (paper, coupon, pipe loop and additional pipe loop studies). This additional work will be paid out of the WIIN funding.

Funding for said services are budgeted and will come from the following account:

Dept.	Name of Account	Account #	Grant #	Amount
591	Water Fund	540.211-801.000	SDEQ19-OPTIM	\$ 394,113.00
GRAND TOTAL AMOUNT NOT TO EXCEED FY19/20				\$ 394,113.00

IT IS RESOLVED, Appropriate City officials are to do all things necessary to enter into Change Order #4 to add monies for ongoing lead pipe loop study for an additional contract amount of \$394,113.00 for a total contract price not-to-exceed \$3,470,202.38 for FY19/20.

APPROVED

Joyce A. McClane
Purchasing Manager

Amanda Trujillo
Acting Chief Financial Officer

APPROVED AS TO FORM:

Angela Wheeler
Chief Legal Officer

Clyde Edwards, City Administrator

CITY COUNCIL:

Monica Galloway, Council President

CPK

CITY OF FLINT

Re: 300167
Signature Page #2

RESOLUTION NO: _____

PRESENTED: _____

PRESENTED: _____

PROPOSAL #16000540

BY THE CITY ADMINISTRATOR:

**RESOLUTION AUTHORIZING CHANGE ORDER #4
TO ARCADIS U. S. INC**

BY THE CITY ADMINISTRATOR:

The City of Flint entered into a contract with Arcadis U. S. Inc., for water distribution system model calibration, corrosion control looping testing and GIS and enterprise asset management assistance, with council approving resolution #180582 in a revised contract amount not-to-exceed \$3,076,089.38.

A change order is being requested in the amount not to exceed \$394,113.00 to add monies for ongoing lead pipe loop study. Per the EPA Administrative Consent Order, the City of Flint is required to have optimized corrosion control. In order to optimize corrosion control, we must conduct a corrosion study. This is the fourth phase of the required corrosion study (paper, coupon, pipe loop and additional pipe loop studies). This additional work will be paid out of the WIIN funding. Funding for said services are budgeted and will come from the following account:

Dept.	Name of Account	Account #	Grant #	Amount
591	Water Fund	540.211-801.000	SDEQ19-OPTIM	\$ 394,113.00

IT IS RESOLVED, Appropriate City officials are to do all things necessary to enter into **Change Order #4** to add monies for ongoing lead pipe loop study for an additional contract amount of \$394,113.00 for a total contract price not-to-exceed **\$3,470,202.38** for FY19/20 (Water Fund).

APPROVED AS TO PURCHASING:

APPROVED AS TO FINANCE:

Joyce A. McClane
Purchasing Manager

Amanda Trujillo
Acting Chief Financial Officer

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer

Clyde Edwards, City Administrator

CITY COUNCIL:

Monica Galloway, Council President



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: March 19, 2020

BID/PROPOSAL# 16000540

AGENDA ITEM TITLE: Pipe loop corrosion control change order #4

PREPARED BY Robert Bincsik, Director of Public Works

VENDOR NAME: Arcadis US, Inc.

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The purpose of this resolution is to add monies for the ongoing lead pipe loop study. Per the EPA Administrative Consent Order, the City of Flint is required to have optimized corrosion control. In order to optimize corrosion control, we must conduct a corrosion study. This is the fourth phase of the required corrosion study (paper, coupon, pipe loop and additional pipe loop studies). This additional work will be paid out of the WIIN Funding. Please see that attached documents for detailed work plans from Arcadis.

FINANCIAL IMPLICATIONS:

BUDGETED EXPENDITURE? YES ☒ NO ☐ IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
591	Water Fund	540.211-801.000	SDEQ19-OPTIM	\$394,113.00
FY20 GRAND TOTAL				\$394,113.00

PRE-ENCUMBERED? YES ☐ NO ☒ **REQUISITION NO:** 190002635

ACCOUNTING APPROVAL: *[Signature]* **Date:** 3-20-2020

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☐
(If yes, please indicate how many years for the contract) YEARS

WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)

BUDGET YEAR 1



CITY OF FLINT, Office of Purchases & Supplies

BID/PROPOSAL RESOLUTION STAFF REVIEW

TODAY'S DATE: 11/27/2019

AGENDA ITEM TITLE: Arcadis of Michigan, LLC

BID/PROPOSAL# Proposal 16-540

DO YOU EXPECT THIS PURCHASE ORDER WILL CONVERT TO A CONTRACT? ☐ YES ☐ NO

PREPARED BY: Kathryn Neumann, DPW Admin. for Robert Bincsik

BACKGROUND/SUMMARY OF PROPOSED ACTION: The purpose of this resolution is to add monies for the ongoing lead pipe loop study. Per the EPA Administrative Consent Order, the City of Flint is required to have optimized corrosion control. In order to optimize corrosion control, we must conduct a corrosion study. This is the fourth phase of the required corrosion study (paper, coupon, pipe loop and additional pipe loop studies). The last phase of the corrosion study needs to be extended until approximately September of 2020. This will be funded out of the \$77,000,000 of Water Infrastructure Improvements for the Nation (WIIN) grant specifically from the small main replacement project in an amount not to exceed \$394,113. Please see that attached documents for detailed work plans from Arcadis.

FINANCIAL IMPLICATIONS: None

BUDGETED EXPENDITURE? YES ☐ NO ☐ IF NO, PLEASE EXPLAIN:

ACCOUNT NO: 591-540.211-801.000

PRE-ENCUMBERED? YES ☐ NO ☐ **REQUISITION NO:** 190002635

OTHER IMPLICATIONS (i.e., collective bargaining): None

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED

STAFF PERSON SIGNATURE: Robert Bincsik
Robert Bincsik, Director of Public Works

For Purchasing Use Only: PO/CONTRACT# _____ **DATE RECEIVED:** _____



CITY OF FLINT

BUDGET YEAR 2

BUDGET YEAR 3

OTHER IMPLICATIONS (*i.e., collective bargaining*):

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ APPROVED ☐ NOT APPROVED

DEPARTMENT HEAD SIGNATURE:

Robert Bincsik

(Robert Bincsik, Director of Public Works)

CITY OF FLINT, MICHIGAN
MUNICIPAL WATER DISTRIBUTION SYSTEM OPTIMIZATION ENGINEERING
AMENDMENT 4
ADDITIONAL REQUESTED OPTIMIZATION SERVICES
SCOPE OF SERVICES

Task 16 – Pipe Loop Corrosion Control Study (EXTENSION)

The ongoing lead pipe loop study is in the process of being expanded to include testing of brass faucets and galvanized pipes. As of this date all galvanized pipes have not arrived on site; however, they are scheduled to arrive soon. The testing of galvanized lines and the brass faucets needs to run through the summer to evaluate and optimize CCT for the materials that will remain in the system after lead lines are removed. The only additional test set up required is the galvanized pipes need to be installed in the already existing rigs once they are received. There is no new cost associated with the additional set up. The only new funds needed are for coordination with USEPA and EGLE (formerly MDEQ) and for continued operation of the system. All sampling protocols and operations will remain the same.

The existing lead pipes loops will continue to be operated. The lead lines will operate under current conditions until they have sufficiently stabilized in order to draw preliminary conclusions. This may be around Spring 2020 or sooner. After that time, in conjunction with USEPA ORD, changes will be made to the lead pipe flows and doses to further evaluate impacts of changing the dose from current operations.

Currently, the brass faucets and the 4 galvanized lines present are all receiving Flint water for the stabilization period. Once the new 8 galvanized lines arrive, they will also need to be stabilized on Flint water. After stabilization is complete, the galvanized lines and brass faucets will be exposed to GLWA incoming water at 4 orthophosphate doses. These doses will be selected at that time, but are likely along the lines of

1. Incoming GLWA water at ~ 1.2 mg/L PO₄
2. 2.5 mg/L PO₄
3. 3.5 mg/L PO₄
4. 4.0 mg/L PO₄

Task 16.1. Work Plan for Additional Testing Materials

No additional work will be completed under this subtask.

Task 16.2. USEPA and MDEQ Interface

ELGE (formerly MDEQ) and USEPA will receive updates and will be involved in the decision as to when stabilized conditions have been reached etc. A time allocation has been made for phone call updates and monthly progress updates through September 2020.

Task 16.3 – Loop Study Operation

Arcadis will have an on-site engineer or chemist to operate the loops 5 days per week. During the five-day week, the operator will check operations regularly with a schedule according to the existing SOP.

Operating time for the existing lead and new galvanized/brass rigs is included such that operation can run through mid-September 2020. Two weeks are allocated in September to assist in loop shut down and clean up. *Any additional time required or any change in scope will necessitate an amendment to this scope and fee.*

During the 5-day work week, the on-site operator will upload data daily to management for review.

The City will supply the new harvested materials.

Monthly progress updates will be provided to the City and others. The managers can hold on-site (Flint) update meetings with Flint, EGLE, and USEPA as desired during their visits.

Task 16.4 Final Report

A final report will be prepared summarizing the data for the lead pipe and the brass and galvanized/brass testing phases. A key element of the report will be the recommended CCT for Flint. Recommendations regarding CCT will also include recommendations for WQPs. The final draft report will be prepared simultaneously with operations such that it can be delivered in September 2020. Funds for this effort were included in Amendment No. 2 (Task 14.5), and as such, no additional funds are being requested for this subtask.

Task 16.5 Start-up and Post-CCT Data Review

After CCT and WQP recommendations have been made and implemented, Arcadis will be available to assist in any change-over questions. WQP and lead data will be reviewed. Any recommendations to modify CCT or WQPs based on full-scale results will be made. It is believed that there are sufficient hours budgeted to assist for approximately 4 months. *Exact time availability will depend on the need and time required and could be lower or higher than budgeted.* Funds for this effort were included in Amendment No. 2 (Task 14.5), and as such, no additional funds are being requested for this subtask.

Task 16.6 Scale Analysis

No additional work will be completed under this subtask.

Task 16.7 – Pilot Equipment Selection, Procurement and Set up

The City will supply the new harvested materials and assist in the installation in the rig. Arcadis will work with Flint to accomplish this. Funds for this effort were included in Amendment No. 3, and as such, no additional funds are being requested for this subtask.

FEE

Arcadis shall perform the scope of services associated for the not to exceed price of \$394,113 in accordance with the terms set forth in the Agreement. A tabular summary of the budget and level-of-effort is provided in Attachment 1.

FEE PROPOSAL SUMMARY

Task No	Description	Awards		BMS7 (Contract Group)		Confession Engineering		TOTAL	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
18	PIPE LOOP CORROSION CONTROL STUDY								
18.1	Work Plan for Testing Additional Materials	286	\$ 41,938	2344	\$ 353,578	0	\$ -	2630	\$ 405,516
18.2	Ongoing USBPM and MOEC Interface (extended thru Sept 2020)	0	\$ -	0	\$ -			0	\$ -
18.3	Loop Study Operation (estimated thru Sept 2020)	45	\$ 7,353	48	\$ 7,782			93	\$ 15,134
18.4	Delinquencies (included in Task 14)	210	\$ 34,457	2296	\$ 353,814			2506	\$ 388,269
18.5	Start-up Assistance and Data Review (included in Task 14)	0	\$ -	0	\$ -			0	\$ -
18.6	Scale Analysis (2 additional)	0	\$ -	0	\$ -			0	\$ -
18.7	Pilot Equipment Selection, Procurement and Set Up	0	\$ -	0	\$ -			0	\$ -
	UNPAID FUNDS CREDIT FROM TASKS 1-18	-	\$ (11,282)					0	\$ (11,282)
	TOTAL	286	\$ 36,537	2344	\$ 353,578	0	\$ -	2630	\$ 386,513

180582

(Proposal #16000540)

SUBMISSION NO.:

PRESENTED: 11-20-2018

ADOPTED: 11-29-2018

BY THE CITY ADMINISTRATOR:

**CHANGE ORDER #3 TO ARCADIS OF MICHIGAN, LLC FOR MUNICIPAL WATER
DISTRIBUTION SYSTEM OPTIMIZATION ENGINEERING SERVICES**

RESOLUTION

On December 20, 2017, per resolution #170569, the Proper City Officials received authorization to enter into change order #2 to the contract with Arcadis of Michigan, LLC, 28550 Cabot Drive, Suite 500 Novi, MI for the following additional services: water distribution system model calibration, corrosion control looping testing and additional GIS and enterprise asset management assistance in an amount not to exceed \$680,437.00 for a total revised contract amount of \$2,316,914.38.; and


A change order is being requested in the amount not to exceed \$759,175.00 for a detailed pipe loop corrosion control study. Funding for said services will come from a Water Infrastructure Improvements for the Nation (WIIN) grant using the following account: 591-540.211-801.000; and

IT IS RESOLVED, that the Proper City Officials are hereby authorized to issue change order #3 to the contract with Arcadis of Michigan, LLC for a detailed pipe loop corrosion control study in an amount not to exceed \$759,175.00 for a total revised contract amount of \$3,076,089.38 (Water Fund)

APPROVED PURCHASING DEPT.:


Bryan D. Deal
Interim Purchasing Manager


APPROVED AS TO FINANCE:


Wesley Kewse
Chief Financial Officer

APPROVED AS TO FORM:


Steve Branch
City Administrator


Steve Branch, City Administrator


Herbert J. Winfrey, President
City Council

CHANGE ORDER

RESOLUTION NO: **180982**

RESOLUTION DATE: **11/28/2018**

CONTRACTOR: Arcadia of Michigan
NAME OF PROJECT: C/O #3 Water Distribution Optimization

The following changes are hereby made to the contract document:

Additional services required for a detailed pipe loop corrosion control study.

CHANGE ORDER # TO CONTRACT PRICE

Contract #

ORIGINAL AMOUNT: Approved Resolution #: (Proposal) 18098248 **18-001**

CURRENT CONTRACT PRICE ADJUSTED BY ANY
PREVIOUS CHANGE ORDERS:

\$ 2,316,914.38

THE CONTRACT AMOUNT DUE TO THIS CHANGE
ORDER WILL BE INCREASED BY:

789,175.00

THE NEW CONTRACT PRICE DUE TO THIS
CHANGE ORDER WILL BE:

\$ 3,076,089.38

ACCEPTED:

CONTRACTOR

FIRM: Arcadia of Michigan
BY: Matthew T. Carpenter
TITLE: Vice President
ADDRESS: 28580 Cabot Drive Suite 500
Novi, Michigan 48377
SIGNATURE: [Signature]

BY:

APPROVED AS TO FORM:

[Signature]
Angela [unclear]
Chief Legal Officer

THE CITY OF FLINT
A MUNICIPAL CORPORATION

[Signature]
Dr. Karen W. Weaver
Mayor

CITY OF FLINT, MICHIGAN
MUNICIPAL WATER DISTRIBUTION SYSTEM OPTIMIZATION ENGINEERING
AMENDMENT 4
ADDITIONAL REQUESTED OPTIMIZATION SERVICES
SCOPE OF SERVICES

Task 16 – Pipe Loop Corrosion Control Study (EXTENSION)

The ongoing lead pipe loop study is in the process of being expanded to include testing of brass faucets and galvanized pipes. As of this date all galvanized pipes have not arrived on site; however, they are scheduled to arrive soon. The testing of galvanized lines and the brass faucets needs to run through the summer to evaluate and optimize CCT for the materials that will remain in the system after lead lines are removed. The only additional test set up required is the galvanized pipes need to be installed in the already existing rigs once they are received. There is no new cost associated with the additional set up. The only new funds needed are for coordination with USEPA and EGLE (formerly MDEQ) and for continued operation of the system. All sampling protocols and operations will remain the same.

The existing lead pipes loops will continue to be operated. The lead lines will operate under current conditions until they have sufficiently stabilized in order to draw preliminary conclusions. This may be around Spring 2020 or sooner. After that time, in conjunction with USEPA ORD, changes will be made to the lead pipe flows and doses to further evaluate impacts of changing the dose from current operations.

Currently, the brass faucets and the 4 galvanized lines present are all receiving Flint water for the stabilization period. Once the new 8 galvanized lines arrive, they will also need to be stabilized on Flint water. After stabilization is complete, the galvanized lines and brass faucets will be exposed to GLWA incoming water at 4 orthophosphate doses. These doses will be selected at that time, but are likely along the lines of

1. Incoming GLWA water at ~ 1.2 mg/L PO₄
2. 2.5 mg/L PO₄
3. 3.5 mg/L PO₄
4. 4.0 mg/L PO₄

Task 16.1. Work Plan for Additional Testing Materials

No additional work will be completed under this subtask.

Task 16.2. USEPA and MDEQ Interface

ELGE (formerly MDEQ) and USEPA will receive updates and will be involved in the decision as to when stabilized conditions have been reached etc. A time allocation has been made for phone call updates and monthly progress updates through September 2020.

Task 16.3 – Loop Study Operation

Arcadis will have an on-site engineer or chemist to operate the loops 5 days per week. During the five-day week, the operator will check operations regularly with a schedule according to the existing SOP.

Operating time for the existing lead and new galvanized/brass rigs is included such that operation can run through mid-September 2020. Two weeks are allocated in September to assist in loop shut down and clean up. *Any additional time required or any change in scope will necessitate an amendment to this scope and fee.*

During the 5-day work week, the on-site operator will upload data daily to management for review.

The City will supply the new harvested materials.

Monthly progress updates will be provided to the City and others. The managers can hold on-site (Flint) update meetings with Flint, EGLE, and USEPA as desired during their visits.

Task 16.4 Final Report

A final report will be prepared summarizing the data for the lead pipe and the brass and galvanized/brass testing phases. A key element of the report will be the recommended CCT for Flint. Recommendations regarding CCT will also include recommendations for WQPs. The final draft report will be prepared simultaneously with operations such that it can be delivered in September 2020. Funds for this effort were included in Amendment No. 2 (Task 14.5), and as such, no additional funds are being requested for this subtask.

Task 16.5 Start-up and Post-CCT Data Review

After CCT and WQP recommendations have been made and implemented, Arcadis will be available to assist in any change-over questions. WQP and lead data will be reviewed. Any recommendations to modify CCT or WQPs based on full-scale results will be made. It is believed that there are sufficient hours budgeted to assist for approximately 4 months. *Exact time availability will depend on the need and time required and could be lower or higher than budgeted.* Funds for this effort were included in Amendment No. 2 (Task 14.5), and as such, no additional funds are being requested for this subtask.

Task 16.6 Scale Analysis

No additional work will be completed under this subtask.

Task 16.7 – Pilot Equipment Selection, Procurement and Set up

The City will supply the new harvested materials and assist in the installation in the rig. Arcadis will work with Flint to accomplish this. Funds for this effort were included in Amendment No. 3, and as such, no additional funds are being requested for this subtask.

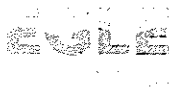
FEE

Arcadis shall perform the scope of services associated for the not to exceed price of \$394,113 in accordance with the terms set forth in the Agreement. A tabular summary of the budget and level-of-effort is provided in Attachment 1.

ATTACHMENT 1.
BUDGET AND LEVEL OF EFFORT SUMMARY

FEE PROPOSAL SUMMARY

Task No	Description	Awards		E&E (Cornwell Group)		Continuous Engineering		TOTAL	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
16	PIPE LOOP CORROSION CONTROL STUDY								
16.1	Work Plan for Testing Additional Materials	268	\$ 41,819	2344	\$ 363,578	0	\$ -	2609	\$ 405,396
16.2	Ongoing USEPA and M&OE Interface (extended thru Sept 2020)	0	\$ -	0	\$ -			0	\$ -
16.3	Loop Study Operation (extended thru Sept 2020)	45	\$ 7,353	48	\$ 7,762			93	\$ 15,114
16.4	Deliverables (included in Task 14)	210	\$ 34,457	2296	\$ 365,814			2506	\$ 399,280
16.5	Start-up Assistance and Data Review (included in Task 14)	0	\$ -	0	\$ -			0	\$ -
16.6	Scale Analysis (2 additional)	0	\$ -	0	\$ -			0	\$ -
16.7	Pilot Equipment Selection, Procurement and Set Up	0	\$ -	0	\$ -			0	\$ -
	UNUSED FUNDS CREDIT FROM TASKS 1-16	-	\$ (11,282)					0	\$ (11,282)
	TOTAL	266	\$ 30,837	2344	\$ 363,578	0	\$ -	2609	\$ 384,113



AMENDMENT TO THE WATER DISTRIBUTION OPTIMIZATION GRANT CONTRACT
BETWEEN
MICHIGAN DEPARTMENT OF ENVIRONMENT GREAT LAKES AND ENERGY
AND
CITY OF FLINT

This Amendment modifies the grant contract between the Michigan Department of Environment, Great Lakes and Energy, formerly Department of Environmental Quality (hereafter "State"), and the City of Flint (hereafter "Grantee"), signed by the State on September 9, 2016 for the Water Distribution System Optimization Project. This Amendment does not take effect until signed by both parties.

The revisions to the grant contract are limited to those specified below. All other provisions of the contract remain in effect.

PROJECT SCOPE

The State and the Grantee agree to the following additions to the project scope:

The ongoing pipe loop study will be extended through September 2020.

Grantee must submit monthly status/progress reports pertaining to the amended project scope.

CONTRACT PERIOD (END DATE)

The contract period will be extended 365 days. The Grantee will complete all obligations under this project no later than the end date, December 31, 2020. Costs incurred after the end date are not eligible for reimbursement under the grant contract unless an extension is executed prior to grant expiration.

COMPENSATION (BUDGET)

This Grant Amendment includes an increase in budget of \$394,113 to complete the aforementioned project scope as part of the Arcadis contract. Funding for this amendment is 100% from the Water Infrastructure Improvements for the Nation Act (WIIN) via the Local Assistance Set-Aside. This amendment brings the total grant amount to \$3,470,275.38 and costs associated with the WIIN Set-Aside to \$2,653,288 as shown below.

Original Grant	\$816,987.38
Amendment #1	\$819,491.00*
Amendment #2	\$680,437.00*
Amendment #3	\$759,247.00*
Amendment #4	\$394,113.00*
Total	\$3,470,275.38

* Indicates federal WIIN monies

AUTHORIZED SIGNATURES

The individuals signing below certify by their signatures that they are authorized to sign this Contract on behalf of their agencies and that the parties will fulfill the terms of this Contract including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Signature: _____

City Administrator
Name/Title: _____

Date: _____

FOR THE STATE:

Signature: _____

Kelly M. Green
Name/Title: _____ ADMINISTRATIVE

Date: _____



RESOLUTION NO.: 200168
PRESENTED: 4-13-20
ADOPTED: _____

**RESOLUTION TO APPROVE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF FLINT AND THE FLINT POLICE OFFICERS'
ASSOCIATION**

BY THE CITY ADMINISTRATOR:

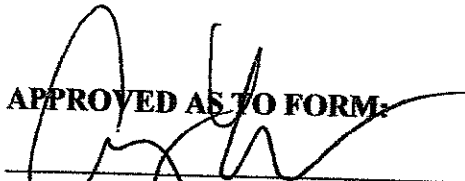
Pursuant to Michigan's Public Act 336 of 1947, Public Employment Relations Act, MCL 423.201 *et seq.* ("PA 336"), the City of Flint and the Flint Police Officers Association agreed upon terms and conditions of the employment between the City of Flint and the Flint Police Officers' Association. The City of Flint and the Flint Police Officers' Association have negotiated for a successor Collective Bargaining Agreement.

WHEREAS, the parties have come to an agreement regarding the Collective Bargaining Agreement. The Agreement is attached.

WHEREAS, City Administrator, Clyde Edwards, recommends that the Collective Bargaining Agreement should be entered into.

NOW THEREFORE BE IT RESOLVED, that the Flint City Council approves the Collective Bargaining Agreement between the City of Flint and the Flint Police Officers' Association.

APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer

FOR THE CITY OF FLINT:


Clyde Edwards, City Administrator

APPROVED AS TO FINANCE:


Amanda Trujillo, Acting Chief Financial Officer

APPROVED BY CITY COUNCIL:


Monica Galloway, City Council President



**FLINT POLICE
OFFICERS ASSOCIATION**

and

THE CITY OF FLINT

COLLECTIVE BARGAINING AGREEMENT

2020 - 2022

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**FLINT POLICE OFFICERS ASSOCIATION and THE CITY OF FLINT
COLLECTIVE BARGAINING AGREEMENT
2020-2022**

PREAMBLE

THIS AGREEMENT is entered into on this ____ day of _____, 2020, pursuant to and in accordance with Michigan Public Employment Relations Act, between the City of Flint ("City" or "Employer") and the Flint Police Officers' Association ("Union").

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

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE 1
RECOGNITION**

1. The City and the Union make this Agreement in order to improve the relationship between the City and the Employees represented by the Union.

2. 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.

3. Except as otherwise provided, "Employee" means an employee of the City represented by the Union.

**ARTICLE 2
DUES DEDUCTION**

1. Membership in the Union is not compulsory. Regular Employees have the right to join, not join, maintain or discontinue their membership in the Union as they see fit. 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.

2. During the term of 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.

3. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and Bylaws of the Union. Each Employee Union member hereby authorizes the Union and the City without recourse, to rely upon and to honor certificates by the Treasurer of the Union, regarding the amounts to be deducted and the legality of the adopting action specifying the amounts of such Union dues and/or initiation fees. If the Michigan Employment Relations Commission, an arbitrator with competent jurisdiction, or a court of competent jurisdiction subsequently determines that the Union dues or initiation fees have been improperly deducted and remitted to the Union, the Union shall return such amount to the affected Employee.

4. Union dues shall be deducted from the second paycheck each month. The deduction of initiation fees and/or Union dues shall commence the second pay date of the month following date of hire. Initiation fees shall be deducted in two equal installments.

5. The City agrees, during the period of this Agreement, to provide this check-off service without charge to the Union. The total of all sums deducted by the City shall be remitted to the Treasurer of the Union not later than ten (10) days after such deductions are made, together with an itemized statement. The City will distribute an authorization for withholding of union dues to new bargaining unit employees, and will provide the Union with the names of new bargaining unit employees. The City shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made, and if, for any reason, it fails to make a dues or fees deduction for any Employee, it shall make that deduction from the Employee's next pay after the error has been called to its attention by the Employee or the Union.

6. 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.

ARTICLE 3 UNION RIGHTS

1. Bulletins and Orders. A copy of any general order, rule, regulation or training bulletin shall be made available to the President of the Union.

2. Special Conference. Special conferences on important matters will be arranged between the Union and the Chief of Police or the Employer or their designated representative upon the request of either party. Such meetings shall be between not more than three (3) representatives of the Employer and not more than three (3) representatives of the Union, unless otherwise mutually agreed. 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.

ARTICLE 4 MANAGEMENT RIGHTS

1. The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage its business, including but not limited to, the right to discipline or discharge for cause hire, layoff, assign and direct, transfer and promote Employees and to determine starting and quitting times and the number of hours to be worked, and all other rights normally exercised, subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement.

2. It is the right of the City to make such reasonable rules and regulations, not in conflict with this Agreement, which best serves for the purposes of maintaining order, discipline, safety, and or effective operations. The Employer will give the Union notice of rules and regulations in accordance with Article 33 – Work Rules of this Agreement. The Union reserves the right to question the reasonableness of any such rule or regulation through the grievance procedure, including arbitration.

ARTICLE 5 ASSOCIATION PRESIDENT

1. The Association President will be assigned to a shift in accordance with seniority or a shift agreed to by the President and Chief of Police. The Association President may be released from his/her job function with pay for a maximum of sixteen (16) hours every week, unless additional time is granted by the Chief of Police, or designee. 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.

2. The President is a police officer first and a Union Steward 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 must wear a police uniform during work hours as required by the Chief of Police. During all other work hours, the President must be dressed in a dignified manner and shall, unless waived by the Chief of Police, wear a sport coat and tie, or suit and tie.

3. The President must report all absences in the same manner as all other police officers.

ARTICLE 6 STEWARDS

1. The Employer 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 names of the stewards to the Police Chief, Human Resources, and the City's Administration for their information.

2. One Steward, or alternate, shall during his working hours (two (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. The privilege of such steward leaving his work during hours without loss of time or pay is subject to the understanding that only reasonable time will be devoted to the proper processing of grievances and will not be abused. Any abuse of this time will result in disciplinary action by the Employer and the Union.

ARTICLE 7 OFFICE SPACE

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

ARTICLE 8 VISITS BY UNION REPRESENTATIVES

1. The Employer agrees that accredited representatives of the Union shall have reasonable access to the premises of the Employer during regular business hours to conduct Union business. Such representatives shall give advance notice of their presence to the supervisor concerned.
2. The Union shall be entitled to confer with the Chief, his Designee or the Human Resources/Labor Relations Director or designee at a mutually convenient time and place.
3. The Union shall be entitled to confer with the Employer with respect to implementation of any major change in conditions of employment, and the City will so notify the Union in writing.
4. The Union shall be afforded an opportunity to address Employees attending a Police Academy for recruit training at a time to be mutually agreed to, for the purpose of advising said Employees relative to the collective bargaining agreement.

ARTICLE 9 BARGAINING TEAM

The Union's bargaining team shall be limited to five (5) members. When bargaining occurs during their normal work shift, up to two (2) bargaining team members shall be released for bargaining without loss of time or pay. In no event will the Employer compensate an Employee for hours spent in bargaining or other Union activities beyond the Employee's normal work shift.

ARTICLE 10 BULLETIN BOARDS

1. The Employer will provide a Bulletin Board in the Police Building which may be used by the Union for posting notices limited to:
 - a. Notices of Union recreational or social events.
 - b. Notice of Police Union elections and results.
 - c. Notices of Union meetings and results.
 - d. Official Association communications.
 - e. Fraternal Police communications.
 - f. Other information which is not derogatory to the City or its administration.
2. The Union will provide the Chief of Police, or designee, with a copy of any notice before it is posted for review and approval.

ARTICLE 11 UNION BUSINESS

1. Upon written request from the Employee(s), the City may allow up to three (3) Employees to attend conferences and/or seminars of any beneficial group or association which is sanctioned by the Union. Leave granted shall not exceed four (4) work days for each Employee per fiscal year, nor a total of twelve (12) work days per fiscal year for all Employees in the bargaining unit.
2. The President of the Union shall, at least ten (10) days prior to such conference or seminar, submit notice to the Police Chief certifying the names of such representatives and indicating the starting date and termination date for the respective leave days noted above.
3. All leave provided in this Article shall be granted without pay, however, Employees are permitted to use accrued PTO.

ARTICLE 12 WORK TIME AND PAY PERIODS

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.
2. Pay Days. The pay days shall be alternating Thursdays. 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.
3. Scheduling. All Employees shall have a regular work schedule consisting of eight (8), ten (10), or twelve (12) consecutive hours in any twenty-four (24) hour period except during shift

changes. Scheduling will allow each Employee at least two (2) consecutive days off in any fourteen (14) day pay period.

4. An Employee shall be notified in writing at least fourteen (14) calendar days prior to any change in his/her schedule, except in the event of an emergency declared by the Mayor. Provided, however, that this provision shall not apply when an exercise of shift preference selection, or such change is necessary to facilitate a promotion of an Employee to another rank, or a voluntary waiver is given by the Employee. However, the department will not change an Employee's assignment in order to avoid the payment of overtime, Union activity (unless requested), or for the purposes of reprimand.

ARTICLE 13 SENIORITY

1. Definitions.

- a. City Seniority. The Employee's original hire date 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. Date Employee joined his current department adjusted for time not worked.
- c. Classification Seniority. The date Employee was appointed to his present permanent job classification adjusted for time not worked. Classification seniority shall be used for layoffs, vacation pick and shift preference.
- d. Permanent Employee. An Employee who has satisfactorily completed the required probationary period.
- e. Ties. Any ties in classification seniority shall be resolved by final academy ranking (if applicable), then by oral test scores, then by the date of application, and then by the time of application.
- f. General. Except for those instances specifically noted otherwise, seniority for purposes of this Agreement shall be classification seniority.

2. Probationary Period. All new Employees hired into a permanent bargaining unit position shall be probationary Employees during the first twelve (12) months of their employment. For those Employees who must first attend a MCOLES-Certified Academy, the probationary period will begin upon the successful completion of the MCOLES-Certified Academy.

- a. During the probationary period, the new Employee is eligible for fringe benefits set forth in this Agreement, but shall not be deemed a permanent Employee until they have successfully passed their probationary period. Upon successful completion of

their probationary period, they shall be made permanent in their position and afforded all rights of a permanent Employee in their classification.

- b. The probationary period is for the purpose of enabling the City to determine if an Employee has the attributes, attitude, and capabilities of satisfactorily performing all of the duties of the position. A probationary Employee may be terminated for any reason at the sole discretion of the City during such period without recourse to the grievance procedure, but the Employee shall be notified of such reason in writing at the time of their termination. The probationary period may be extended for up to six (6) months at the discretion of the Chief upon written notice to the Employee and the Union of the reasons for the extension and of the steps to be taken by the Employee and the City during the extended probationary period. During the probationary period, Employees shall be considered as at-will Employees and are not covered by Article 32 – Discharge and Discipline.
3. 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 credit will not accrue for unpaid leaves of absence, including but not limited to unpaid time off, time spent on layoff, and time off work due to disciplinary action.
4. Loss of Seniority. An Employee shall lose seniority, and be terminated from employment, for the following reasons:
 - a. The Employee quits or retires.
 - b. The Employee is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
 - c. The Employee fails to report for work within five (5) days from the receipt of the notice of recall as required by Article 14 – Layoff and Recall, Section 3.
 - d. If an Employee is laid off for a continuous period equivalent to the length of the Employee's classification seniority or twenty-four (24) months, whichever is less. In the case of a laid-off Employee with less than one (1) year of seniority, the City and the Union may mutually agree to extend the period.
 - e. The Employee is absent for any three (3) consecutive working days without properly notifying the Employer. In that event, 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 if the Employee produces convincing proof of his inability to give proper notice.
 - f. Failure to return to work from a leave caused by the Employee's approved non-work-related disability within one (1) year after such leave begins. If an Employee

on such leave 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. However, if the Employee demonstrates by clear and convincing evidence that a subsequent period of disability was 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.

ARTICLE 14 LAYOFF AND RECALL

1. Procedure. In the event of layoff the following procedures will be followed:
 - (a) Provisional or Temporary Employees within the affected classification within the department will be laid off first.
 - (b) Part-time Employees within the affected classification within the department will be laid off next.
 - (c) Probationary Employees within the affected classification within the department will be laid off next.
 - (d) Thereafter, permanent Employees within the affected classification within the department will be laid off according to classification seniority provided that those remaining have the required skills to perform the required assignments without any additional training.
 - (e) When a Command Officer is removed from a classification within his department as a result of a layoff, he may, based on Classification Seniority, be allowed to bump into the next lower rank classification within the department.
 - (f) For purposes of this Section, in determining the seniority of a Command Officer who has been reduced from a higher classification as a result of a layoff, he shall receive "add-on" classification seniority which shall be defined as the length of continuous employment from the Employee's last date of promotion into the classification to which the Employee has bumped downward to and including continuous employment in any higher classification. Said Employee shall receive the wage rate of the applicable wage grade within the classification assumed.

2. Notice. The City will give fourteen (14) 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.

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 certified mail to the Union and 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 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, with notice to Human Resources.

4. Layoff List.

(a) 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 twenty-four (24) months or the length of the Employee's classification seniority, whichever is less.

(b) An Employee who is unable to return to work because of a continuing disability after one (1) year 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 one (1) year 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 15 AUTHORIZED PAYROLL DEDUCTIONS

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

2. 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 as allowed by law.

ARTICLE 16
WAGES

1. Effective on the first full pay period after January 1, 2020, the Compensation Schedule for Employees shall be as follows:

<i>Compensation Schedule</i>			
<i>Seniority</i>	<i>Step</i>	<i>Base Annual Salary</i>	<i>Hourly Rate</i>
Start – End 1 Year	1	\$40,429	\$19.437
Start 2nd Year	2	\$42,661	\$20.510
Start 3rd Year	3	\$44,990	\$21.630
Start 4th Year	4	\$49,920	\$24.000
Start 5th Year	5	\$53,040	\$25.500
Start 6th Year	6	\$56,794	\$27.305
Start 7th Year	7	\$58,348	\$28.052
Start 8th Year	8	\$61,360	\$29.500

2. An Employee who is on the “Start 5th Year” step of the Compensation Schedule on the effective date of this Agreement will continue to receive the \$27.305 hourly rate applicable under the predecessor Agreement until the Employee receives an hourly rate increase under the terms of this Agreement.

3. An Employee who is not on the “Start 5th Year” step of the Compensation Schedule on the effective date of this Agreement but will reach the “Start 5th Year” step of the Compensation Schedule on or before June 30, 2020 will receive the \$27.305 hourly rate applicable under the predecessor Agreement upon reaching the “Start 5th Year” step, and will continue to receive that hourly rate until the Employee receives an hourly rate increase under the terms of this Agreement.

4. As provided by Rule XIV, Section 4 of the City Personnel Rules and Regulations, the City may offer a prospective new bargaining unit employee with comparable employment experience a discretionary rate of pay not to exceed the “Start 5th Year” rate of the Compensation Schedule. Assignment of a discretionary pay does not confer any additional City, Departmental, or Classification seniority, or any additional benefits or entitlements under this Agreement.

ARTICLE 17
SHIFT PREMIUM

1. The hourly rate of any Employee scheduled to work, and who works, on the second shift shall be 6.5% greater than the base rate in the Compensation Schedule of this Agreement applicable to that Employee not to exceed \$1.50 per hour. Shifts, for purposes of this Section, shall be designated as follows:

- a. First Shift: Any shift during which the starting time is between 4:00 A.M. and 5:59 P.M.
- b. Second Shift: Any shift during which the starting time is between 6:00 P.M. and 3:59 A.M.

ARTICLE 18 OVERTIME AND OVERTIME PAY

1. Definition. Employees who regularly work eight (8) hours shifts, shall be paid an overtime premium of one and one-half (1½) times the Employee's regular hourly rate, for all hours worked in excess of eighty (80) hours during a single pay period. Employees who regularly work twelve (12) hours shifts, shall be paid an overtime premium of one and one-half (1½) times the Employee's regular hourly rate, for all hours worked in excess of eighty (84) hours during a single pay period. 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 (2) week pay period shall not be counted as time worked for overtime purposes.
2. Overtime Pay. Except as provided elsewhere in this Agreement, compensation for overtime shall be computed at one and one-half (1½) times the regular hourly rate of pay for all overtime worked. Premium payments are not to be duplicated, e.g., overtime and holiday premium pay shall not be paid for the same hours worked.
3. Compensatory Time. Employees may, at their request, earn up to eighty (80) hours of compensatory time, in lieu of overtime pay, for overtime hours worked in a calendar year. Compensatory time shall be earned at a rate of one and one-half (1½) hours for each overtime hour worked.
 - a. Maximum Accrual. Compensatory time may be carried over from one year to the next, however, an employee may never accumulate more than eighty (80) hours of compensatory time. After an employee has earned eighty (80) hours of compensatory time in the calendar year or has a bank of eighty (80) hours of compensatory time, any overtime worked must be compensated as overtime pay in accordance with subsection 2, above.
 - b. Compensatory Time Payout. Upon a written request to the Director of Human Relations/Labor Relations, an Employee may elect to cash in their accumulated compensatory time at either a rate equal to their regular rate at the time such an election is made, or their regular rate at the time the compensatory time was earned, whichever is greater. Such payment shall be made within thirty (30) days after the Employee's written request is received by the Director of Human Relations/Labor Relations.
 - c. Compensatory Time Payout on Termination, or Retirement. Upon retirement or termination of employment, an Employee shall be compensated for his accrued

compensatory time at the time their employment is terminated, the Employee is laid off, or the Employee retires, at the highest of the following rates: (i) the rate of the Employee at the time the compensatory time was earned; (ii) the average rate of the Employee during their last three years of employment; (iii) the final rate received by the Employee. Such payment shall be made within thirty (30) days after the Employee's termination, layoff, or retirement and such payment shall not be included as final average compensation for the purpose of computing retirement benefits.

- d. Compensatory Time Payout upon Death. In the event of the Employee's death, unused accumulated compensatory time shall be paid to the Employee's living life insurance beneficiary at the highest of the following regular hourly rates: (i) the rate of the Employee at the time the compensatory time was earned; (ii) the average rate of the Employee during their last three years of employment; (iii) the final rate received by the Employee.
4. All overtime hours worked, whether paid in cash or compensatory, shall be charged on the master overtime equalization chart.
5. If the Employer announces any overtime opportunity as being paid only by compensatory time and an insufficient number of Employee volunteer for the overtime opportunity, the Employer may either cancel the vacant overtime slots or open those slots to overtime paid in cash.
6. Requests for use of compensatory time shall be made in writing to the Chief of Police prior to the first date being requested. The Chief of Police shall grant such requests unless, at his discretion, the use of compensatory time for the period requested will unduly disrupt the operations of the Department.

ARTICLE 19 COURT TIME

1. 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 (1½) 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:

- a. Time spent in Federal or State Court, under subpoena or Court order;
- b. Time spent in signing and securing warrants;
- c. Time spent in attending implied consent hearings, under notice of hearing; or,
- d. Time spent in responding to a subpoena for the taking of depositions;

2. Notwithstanding the above, the City shall have the right to place employees on standby and pay them pursuant to Article 21, Standby, rather than Article 19, Court Time, for possible court appearances. Said standby pay shall be waived if the employee is subsequently called in to work.

3. 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.
4. It is the Employee's obligation to call in accordance with the directions on the subpoena to determine whether his/her attendance is required for any upcoming legal proceeding. If the Employee's presence is not required, he/she will not be compensated as outlined in this Article.
5. 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 (1½) 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.
6. All subpoena fees received by the Employee shall be submitted to the City; mileage fees received by the Employee shall be submitted to the City whenever transportation has been furnished by the City. An Employee required to travel outside Genesee County in response to a subpoena or Court order shall be provided with a City vehicle, if one is available. In the event no City vehicle is available, the Employee shall be responsible for providing his own transportation for which he shall be compensated at the IRS Standard Mileage Rate for Business per mile, both ways.
7. It is understood that the above provisions do not apply where the employee is called by the Union as a witness in a legal proceeding against the City or where the employee is an adverse party in interest to the City.

ARTICLE 20 CALL-IN

1. 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 standby. Employees who are called back will perform only those duties which are normally assigned his rank and/or position and the Employer will not assign any duty which would tend to, or in fact would, degrade him as a Law Enforcement Officer. However, any of the Employees so affected may be required to remain on duty to make up the difference between the actual time spent at the task for which he was returned and the two (2) hours overtime for which he was compensated.
2. Nothing provided herein shall require the payment of call-in time if an Employee is being called in as the result of the Employee's own negligence.

**ARTICLE 21
STAND-BY**

1. 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.
2. 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. Standby time shall not be considered time worked for purposes of overtime, nor will payments for standby time be considered earnings for purposes of Final Average Compensation.

**ARTICLE 22
SUSPENSION OF NON-ESSENTIAL SERVICES**

If the City's Chief Executive suspends service 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 emergency may use PTO time, if available, or approved unpaid time off to cover time not worked.

**ARTICLE 23
HOLIDAYS**

1. 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	

2. 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.
3. 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 24
PAID TIME OFF (PTO)**

1. PTO Conversion. Effective July 1, 2014, all categories of time off (e.g. annual leave and sick leave) were eliminated and a Paid Time Off ("PTO") system was established. Employees who had accumulated annual leave and sick leave before July 1, 2014, had up

to 200 hours of then accumulated annual and sick leave converted to PTO. Any hours in excess of 200 hours were placed in a holding bank and will be paid out at retirement or death at the rate of 100% of the Employee's straight time hourly rate as of June 30, 2014. Such payment will not be included in the final average compensation for purposes of computing retirement benefits.

2. Accrual of PTO. Effective July 1, 2019, PTO 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 (½) the amount shown in the schedule below. PTO shall be based on City seniority (as defined in this Agreement) uninterrupted by resignation or discharge. PTO shall be accrued on the following basis:

<i>Years of Service</i>	<i>Maximum Hours Accrued Per Payroll Period</i>	<i>Maximum Annual Accumulation</i>	<i>Maximum Accumulated Hours</i>
First 24 Months	4.61	119.86	378
Start of 3rd year	6.15	159.9	378
Start of 12th year	7.69	199.94	450
Start of 17th year	9.23	239.98	450

PTO may accumulate but may not exceed the above maximums, and any excess shall be forfeited.

3. General. Accumulation of PTO shall begin at the date of employment, but may not be used during the first ninety (90) calendar days of employment. Employees terminating within the first six (6) months shall forfeit any right to payment for said accumulated time. However, an Employee who is involuntarily called into the United States Armed Forces shall receive allowance for PTO computed under the terms of this Article from date of employment for the term of the involuntary tour of duty, even if the employee worked less than six (6) months.
4. PTO Payout on Termination, Retirement, Death.
 - a. Upon retirement or termination of employment (including at time of layoff), an Employee shall be compensated for his accrued PTO up to a maximum of three hundred seventy eight (378) hours 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. Any PTO in excess of three hundred seventy-eight (378) hours shall be forfeited.
 - b. 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.

- c. In the event of the Employee's death, unused accumulated PTO shall be paid to the Employee's living life insurance beneficiary at the rate of 100% of the Employees' straight time hourly rate.

5. Scheduled PTO.

- a. 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.
- b. Schedules, whereby Employees with accrued PTO days may be afforded an opportunity to take and use such accrued PTO days, shall be developed by the Chief of Police in accordance with the following provisions:
 - i. 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."
 - ii. Employees shall be provided an opportunity to take and use any portion of their accrued PTO days for the purpose of taking one "summer PTO period" and again for the purpose of taking one "winter PTO period."
 - iii. 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 days, as provided in this Agreement.
 - iv. 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.

- v. Summer and winter PTO shall be restricted in length to one (1) pay period, however, nothing shall prohibit an Employee from taking additional PTO days in an adjacent pay period where all other Employees have been allowed to pick their summer or winter PTO 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.
- vi. The number of Employees from any work group allowed to be absent on PTO 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.
- vii. Except for the PTO 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.
- viii. Scheduled PTO 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.

6. Unscheduled PTO.

a. Health Related Condition

- i. 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.
- ii. The Chief of Police or authorized representative may also require the Employee to be examined on City time by the City's Physician to determine whether the Employee has recovered sufficiently from the condition causing such absence to return to work.
- iii. 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.
- iv. 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.

- v. 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 (½) 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.
- vi. 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.
- vii. 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.

b. Non Health Related Condition.

- i. Employees absent/late without just cause, are subject to discipline.
- ii. 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.
- iii. 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 (½) hour prior to the Employee's scheduled starting time.

7. Ability to Work (Excluding Disability Insurance Program).

- a. 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.

- b. 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.

ARTICLE 25 MILITARY SERVICE LEAVE

The City will follow applicable laws regarding military service leave.

ARTICLE 26 LEAVES OF ABSENCE

1. Educational Leave.

- a. An Employee with at least one (1) year of service credit 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.
- b. 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.
- c. 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 the Administration Office 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.

2. Funeral Leave.

- a. An employee shall be granted a maximum of twenty-four (24) consecutive work hours of leave with straight time pay due to death in the immediate family to attend the funeral and take care of any other matters related to death. Immediate family shall be defined to include parents, step-parents, parents of a current spouse, spouse, children, spouses of children, brothers, sisters, sisters or brothers-in-law, grandparents, grandparents-in-law, grandchildren, children of a current spouse or other relatives living in the Employee's home. It is incumbent upon the Employee to adequately demonstrate that the relationship conforms to the definition above should any question arise. Additional time, such as travel time, shall be granted up to four (4) hours of leave with pay for the purpose of attending funerals of other close relatives; for example, cousins, aunts, uncles, nephews, and nieces.
- b. The Employee shall notify the City of the necessity of funeral leave immediately upon discovery that such leave is required.

3. Personal Leave. A permanent Employee, defined as one who has satisfactorily completed the required probationary period, may be granted a personal leave of absence, without pay, for a period not to exceed twenty-six (26) pay periods. Provided, such leave will not interfere with the efficient operation of the department.

**ARTICLE 27
TUITION REIMBURSEMENT PROGRAM**

1. Amount. The Employer will reimburse an Employee for 50% of his/her tuition expenses up to \$500.00 per fiscal year provided:

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

2. Reimbursement for said tuition expenses in the Department under this Article shall not exceed the sum of \$5,000.00 in any one fiscal year.

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

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

4. General.

- a. The courses must be approved by the Chief of Police and 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.
- b. 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.

**ARTICLE 28
WORKERS' COMPENSATION**

1. Employees shall be covered by the Workers' Disability Compensation Act and applicable related state regulations. If an injury is deemed compensable under the Workers' Disability Compensation Act:

- a. The City shall provide health, dental, optical, and life insurance coverage on the same terms and with the same benefit levels as offered to current regular Employees while an Employee is on Workers' Compensation leave for up to six (6) months. The employee must continue to pay their portion of the premiums as otherwise required by the contract.
- b. If an Employee on Workers' Compensation 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 Workers' Compensation a continuation of the original period of leave for purposes of application of the six (6) month limitation for health, dental, optical, and life insurance coverage; 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.
- c. At such time as an Employee returns to work from a compensable injury or illness, the Employee shall receive seniority credit for the period during which Workers' Compensation was paid.
- d. If recognized as a job related injury, the Employee will be paid full wages for the balance of the Employee's regular shift. In addition, for the next seven (7) calendar

days or less thereafter, that the employee is off work, the employee will be compensated the difference between what is paid by Workers' Compensation and 80% of the Employee's regular rate of pay.

- e. After the period of coverage set forth in 1(a)-(d), the City shall provide only those insurance coverages mandated by the Patient Protection and Affordable Care Act, and the Employee shall be responsible for all costs thereof, to the extent permitted by law.

ARTICLE 29 SHIFT PREFERENCE

1. Shift preference selection shall be instituted not less than every six (6) months, not more often than every three (3) months per fiscal year.
2. At the first shift preference selection occurring following completion of the required probationary period, 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.
3. 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.

ARTICLE 30 FLEX TIME

The parties agree that the City's Flex Time Scheduling policy, as may be amended from time to time by the City, will be used in the event an Employee wishes to work a schedule different than his/her regular schedule.

ARTICLE 31 EQUALIZATION OF SCHEDULED OVERTIME

1. Scheduled overtime is defined as that overtime which the Employer schedules not less than forty-eight (48) hours prior to the need for such overtime. The Employer shall not intentionally delay the scheduling of overtime with the intent of circumventing this provision.
2. Except as herein otherwise provided, scheduled overtime shall be equalized among all off-duty Employees within a classification who have successfully completed the probationary period.
3. The Employer shall maintain a master overtime equalization chart. All such hours of overtime worked, including those hours worked requiring specialized training skills and/or due to unique assignments, but excluding court time, will be recorded and kept current by the Employer and will be available for Union inspection. New equalized overtime records will be implemented

each July 1 with all Employees starting with zero (0) hours. At least two (2) hours' notice must be given by officers canceling their scheduled overtime work for a reason of sickness. In the event an officer does not notify his command within two (2) hours of inability to appear for scheduled overtime, the officer will be charged in the overtime book as if the overtime had been worked.

4. The Employer shall announce scheduled overtime subject to equalization at roll call, on roll call sheets, or posted on the overtime bulletin board. Volunteers will sign up in the provided overtime book. Assignments shall be made on the basis of low overtime hours worked. Classification seniority will be used to break all ties.

5. In the event there are less volunteers than required, the Employee(s) with the lowest seniority, which can include probationary employees, shall be required to work unless such Employee is on approved leave, limited duty, or other assignment.

6. Shift vacancies which become apparent immediately prior to the regular starting time of a shift and must be filled, shall be filled as far as is practicable with volunteers. The Employer shall announce such vacancies to those previous shift Employees that are on duty and available to receive such announcement. Such announcement shall be made by direct communication, by telephone, or by police radio, shall contain a request for volunteers for such assignment, and shall specify a time frame within which any volunteer must make his desires known to the shift commander or his designee. In the event there are less volunteers than needed, the low seniority Employee(s), including probationary Employees, working and available on the previous shift shall be required to work.

7. In the event of an emergency, declared by the Mayor, the Governor of the State of Michigan, or the President of the United States, the provisions of this Article shall not apply, provided all available police officers have been first utilized. Provided further, no police officer shall refuse an overtime assignment in an emergency situation.

8. In the event that an Employee files a grievance alleging he/she was denied overtime in violation of this Article, the only remedy available will be an opportunity to work overtime in accordance with this section. The affected Employee will be permitted to select any one (1) additional overtime opportunity offered by the Employer within the fiscal year, without regard to overtime hours worked or seniority. The Employer will provide the Union with notification, in writing, of any instances where an Employee is entitled to the additional overtime opportunity contained herein. In no event will an Employee be awarded pay or Compensatory Time resulting from a claim arising out of this Article.

ARTICLE 32 DISCHARGE AND DISCIPLINE

1. Discipline.

- a. 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.

- b. 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 the 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 the offense, 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.
 - c. 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 or other court proceeding.
 - d. Whenever an Employee is disciplined, other than an oral reprimand or counseling, 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 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.
2. Relieved of Duty/Administrative Leave – Deadly Force.
- a. 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 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.
 - b. The Chief may, at his discretion, reassign an Employee instead of taking the actions described until the investigation is complete.

3. Relieved of Duty/Administrative Leave – Other.

- a. An Employee may be relieved of duty and placed on leave with or without pay as determined by the Chief, at his sole discretion, pending completion of an investigation.
- b. 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 administrative leave pending investigation without pay for a maximum of thirty (30) days following conclusion of said criminal proceedings in the trial court.
- c. 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 part of the disciplinary period.
- d. The Chief may, at his discretion, reassign an Employee instead of taking one of the actions described above until the investigation is complete.

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.

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 or criminal charges may be brought against him or her, the Employee shall be given an opportunity to obtain legal counsel prior to leaving such reports, but in no event shall the securing of legal counsel 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 or criminal activity which results in disciplinary action or criminal charges. These reports shall be furnished with the notice of the disciplinary action.

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 Garrity rights and provide such protection when conducting the investigation.

7. Grievance.

- a. Within three (3) working days of receipt of the notice by the Employee of disciplinary action involving suspension or discharge the Employee shall make an election of one of the following, which shall thereafter be the exclusive remedy for resolving the dispute:
 - i. Waive all rights to appeal and accept the discipline imposed by the Chief of Police or his/her designate; or
 - ii. Elect to follow the Grievance Procedure (See Article 55); or
 - iii. Request a Trial Board Hearing.
- b. If a Trial Board hearing is requested by the Employee, such Board will be convened within not less than three (3) working days nor more than five (5) working days from the date of request, unless said time limits are mutually extended. 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 Departmental Trial Boards, subsequent disciplines or discharges and/or subsequent arbitrations.
- c. The Trial Board shall be composed of five (5) persons chosen in the following manner: Two (2) members working on the day and at the time of the hearing, of the same rank and not assigned to the same work unit as the Employee being charged, selected by lot; two (2) members selected by lot from the rank of Lieutenant or above who are working on the day and at the time of the hearing; one (1) chosen by lot from the Chaplains Corps, or a person who shall be agreed upon between the parties, who shall act as chairman and conduct the hearing.
- d. 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 reduce the discipline imposed if it deems it advisable. Any person who may be involved in the hearing shall not be included in the drawings used to select Trial Board members.
- e. 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.
- f. The decision of the Trial Board shall be final and binding upon the parties.
- g. 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 protest.

ARTICLE 33 WORK RULES

New rules and regulations or proposed changes in rules and regulations will be discussed with the Union prior to posting on the bulletin board. All such new rules and regulations or proposed changes in rules and regulations shall be posted on bulletin boards at least fourteen (14) calendar days prior to their effective date except in cases of emergencies determined by the Chief of Police. Any unresolved complaint as to the reasonableness of any new or amended rule or regulation shall be resolved through the grievance procedure.

ARTICLE 34 PERSONNEL DEPARTMENT FILES

An Employee may review his/her own file at any time during the normal working hours for the Human Resources Department, provided that this review does not interfere with the discharge of his duty or the duties of the Human Resources Department.

ARTICLE 35 PROMOTIONS

1. During the term of this Agreement, the City will negotiate with the Union before establishing an examination procedure or eligibility requirement for promotion to Sergeant that are different than those in this Article. If the parties do not agree, the Union may grieve the reasonableness of the modified examination procedure or eligibility requirements.

2. To take the written examination for promotion to Sergeant, an Employee must have either

- a. three (3) years of seniority and fifteen (15) college credit hours, or
- b. five (5) years of seniority.

3. The City of Flint Department of Human Resources and Labor Relations shall establish an Eligible List of those persons who receive a qualifying score on the written examination. After an Eligible List is established, the Police Department shall hold oral examinations and report those results to the Department of Human Resources and Labor Relations. The Department of Human Resources and Labor Relations shall then create a certified list of eligibles comprised of either

- a. the top three (3) ranked eligibles, plus all ties with the lowest score certified; or
- b. all eligibles falling within three percent (3%) of the highest score certified, plus all ties with the lowest score certified;

whichever produces the greater number of certified eligibles.

4. The City may select for promotion to Sergeant from the certified list of eligibles provided by the Department of Human Resources and Labor Relations.
5. An eligible Employee may have time off without loss of pay to take any written or oral promotional examination administered by the City of Flint.
6. The City may appoint an Employee as a Provisional Sergeant if no employees can be certified from an existing Eligible List for promotion for the position of Sergeant. The Department of Human Resources and Labor Relations shall, within ninety (90) calendar days after the date of such appointment, notify the Union of the date of the next written examination. The Police Department shall hold oral examinations, and the Department of Human Resources and Labor Relations shall create a certified list of eligibles, within thirty (30) days after the written examination is administered and an Eligible List is established.
7. If, after conducting an examination pursuant to Section 6, no employees can be certified from an Eligible List, or if an Eligible List is exhausted, a Provisional Sergeant may remain in the provisional position until the Department of Human Resources and Labor Relations is able to establish an Eligible List from which employees are certified. The Department of Human Resources and Labor Relations shall conduct a written examination to establish a new Eligible List as soon as is practicable.
8. A Provisional Sergeant who is not certified from an Eligible List after an examination conducted pursuant to Section 6 shall be returned to the Employee's former position upon selection of a certified eligible from the Eligible List.

ARTICLE 36 POLICE VOLUNTEERS AND POLICE RESERVES

Police volunteers and/or police reserves may assist in limited departmental activities at the direction of the Chief of Police. Such activities may include, but are not limited to, traffic or crowd control, parking enforcement and miscellaneous police related activities in conjunction with community relations projects, assisting in crime prevention activities and performing home vacation checks. However, it is not the intent of this provision to allow the use of volunteers or reserves to perform the normal, day-to-day police functions or patrolling the City's streets or enforcement of moving violation.

ARTICLE 37 VETERANS RIGHTS AND BENEFITS

An Employee who has been in the Armed Services of the United States under military leave from the City of Flint, and subject to the limitations provided by law, and who is released or discharged from such duty under honorable conditions, shall be afforded all rights provided governmental Employees under the provisions of P.A. 1951, No. 263, as amended (MCLA 35.351; MSA 4.1486).

ARTICLE 38
CHANGE OF ADDRESS AND TELEPHONE NUMBER

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.
2. Telephone Numbers. All Employees shall be required to give their home phone numbers, cell phone numbers, and an email address to the Chief of Police. It is understood that Employees, as a condition of continued employment, are obligated to maintain a telephone at their residence or a cell phone 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 and email addresses 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(s) as they appear on the City's records shall be conclusive when used in connection with layoffs, recalls, or other notices to Employees.

ARTICLE 39
LEGAL COUNSEL

1. 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.
2. 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.
3. The City will notify the Employee prior to final settlement of litigation where the Employee is a named party.

ARTICLE 40
PERSONAL PROPERTY REIMBURSEMENT

Employee claims for personal property damaged or lost while in performance of duty, not due to the Employee's negligence, will be reimbursed upon approval of the Chief of Police, in

accordance with procedure established by the City. Personal property shall be replaced or repaired up to a value of and not exceeding One Hundred Twenty-Five (\$125.00) Dollars per year. It is further understood that the repair or replacement of glasses, contact lenses and bridge work and/or dentures shall not be included in the maximum yearly limit set forth above. Disputes arising under this Article shall be subject to the grievance procedure.

ARTICLE 41 RELIEF TIME

Employees assigned to duties denying them the opportunity to take designated meal periods will be provided relief from such duties. Said relief to be provided at such times and such lengths as reasonable under the conditions surrounding such assigned duties.

ARTICLE 42 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 annually.

ARTICLE 43 LAUNDRY AND DRY CLEANING

The City shall provide laundry and dry cleaning service in the same manner that was established by past practice, which shall include required bi-weekly deductions from wages of Employees.

ARTICLE 44 UNIFORMS AND EQUIPMENT

Police Chief to provide a list of that which is required for performance of the job.

ARTICLE 45 OUTSIDE EMPLOYMENT

1. Employees shall comply with all applicable Departmental rules and regulations as well as applicable laws.
2. 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.
3. Employees shall not wear the Department uniform without written authorization of the Chief of Police.
4. Outside employment prior to the effective date of this Agreement must be disclosed within thirty (30) calendar days of the effective date of this Agreement and must be approved in accordance with the provisions of this Article in order to be continued.

5. An Employee who engages in outside employment in violation of this Article, including failure to disclose employment, may be subject to discipline, up to and including discharge.

ARTICLE 46 UNEMPLOYMENT COMPENSATION

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

ARTICLE 47 RETIREMENT

1. General Provisions.

- a. 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.
- b. 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 eighty (80) hours in that month. Hours worked includes those hours for which the Employee is fully compensated, such as paid time off.
- c. Any police officer who is promoted will retain the pension benefits they had while a police officer.

2. 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.

- a. Employees in this division may purchase up to five (5) years or sixty (60) months of generic service credit. Purchased service counts towards retirement eligibility and must be paid in full at the time of approval.
- b. Frozen Benefit. Notwithstanding anything to the contrary as may contain herein, Employees hired prior to May 1, 2012, 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 all employees hired prior to January 1, 2014 Employees shall be 2.25% for all credited service time earned on and after May 1, 2012 or date of hire, whichever is later.
- c. Final Average Compensation. Final Average Compensation (FAC) will be computed using the average of the highest consecutive three (3) year or thirty-six (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 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 divided by 3 = FAC.)

- d. For Employees hired prior to January 1, 2014, the Employee annual contribution is 9.5% on all base wages earned.
- e. Retirement Eligibility - Employees hired on or before July 1, 1996.
 - i. Employees who have accumulated 120 months (10 years) of service credits in accordance with this Article, and who have reached the age of sixty (60) years during their employment, are eligible to retire and to receive a pension benefit calculated in accordance with this Article.
 - ii. Employees who have accumulated 276 months (23 years) of service credits in accordance with this Article, are eligible to retire and receive a benefit calculated in accordance with this Article.
 - iii. Deferred Retirement. Employees who leave the employment of the City with 180 months (15 years) of service when their employment terminated will receive their retirement benefit when they reach the age of sixty (60) or when they would have had twenty-three (23) years of service, whichever is first.
- f. Retirement Eligibility - Employees hired after July 1, 1996.
 - i. Employees who have accumulated 120 months (10 years) of service credits in accordance with this Article, and who have reached the age of sixty (60) years during their employment, are eligible to retire and to receive a pension benefit calculated in accordance with this Article.
 - ii. Employees who have accumulated 300 months (25 years) of service credits in accordance with this Article, and who have reached the age of fifty (50) during their employment, are eligible to retire and receive a pension benefit calculated in accordance with this Article.
 - iii. Deferred Retirement. Employees who leave the employment of the City with 180 months (15 years) of service when their employment terminated will receive their retirement benefit when they reach the age of sixty (60) or when they would have had twenty-five (25) years of service and who have reached the age of fifty (50), whichever is first.
- g. 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.

- h. Non-Duty related disability benefits are subject to MERS processes and approval. The member must have ten (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.
- i. 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 twenty-one (21) or married. A survivor beneficiary would receive a portion of a vested member's straight life benefit.
- j. 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 twenty-one (21) or married.

3. Hybrid Plan. Employees hired on or after January 1, 2014 ("Hybrid MERS Effective Date") shall be provided with the MERS hybrid pension plan (which includes a component of a defined benefit and defined contribution).

- a. Service Credit purchases are not allowed in the Hybrid plan.
- b. Defined Benefit Component
 - i. Benefit Multiplier shall be 1.75% for service credit earned. Employees will be credited with one month of service if they work a minimum of eighty (80) hours in that month.
 - ii. Final Average Compensation (FAC) will be computed using the average of the highest consecutive three (3) year or thirty-six (36) month period of earnings from the member's entire work history as reported to MERS by the Municipality.
 - iii. Employees who have accumulated seventy-two (72) months or six (6) years of service credits in accordance with this section, and who have reached the age

of sixty (60) years, are eligible to retire and to receive a pension benefit calculated in accordance with this Article.

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

c. Defined Contribution Component

- i. Employees hired after the MERS Hybrid Effective Date are required to make a one time, irrevocable election to contribute between 1% and 5% (increments of 1%), at the Employee's election upon hire, of compensation on a bi-weekly basis, to the extent that the underlying employment contract in effect at the time of hire so provides for such an election.
- ii. Employees hired before the MERS Hybrid Effective Date are required to contribute 5%.
- iii. The Employer will match the Employee's contribution up to 5% of compensation of each Employee on a bi-weekly basis, subject to reduction based on the 10% Employer cap elected by the Employer in the Adoption Agreement.
- iv. 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.

**ARTICLE 48
EMPLOYEE DEATH**

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

**ARTICLE 49
DISABILITY INSURANCE PROGRAM & LIGHT DUTY**

1. 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 \$1,250 per week in gross pay, commencing after the fifteenth (15) calendar day waiting period and extending for no more than twenty-four (24) weeks.

2. 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.
3. The City may establish administrative rules to facilitate the disability insurance program at its sole discretion.
4. 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.
5. 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.
6. 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.
7. Seniority and other benefits will not accumulate during the disability period, except for any time an Employee receives PTO pay during the waiting period.
8. Light Duty.
 - a. 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.
 - b. The number of available light-duty assignments, if any, is determined by the Chief of Police.
 - c. 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.
 - d. Any Employee who has sustained a non-duty injury may be displaced by an Employee that has a work related injury.
 - e. 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.
 - f. For any light-duty assignments within or outside the bargaining unit, the employee

will continue to maintain his/her Police classification at theft 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.

- g. 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 50 LIFE INSURANCE

1. 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.
2. 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.
3. 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.
4. Life Insurance Coverage will be continued while an employee is on an authorized disability leave as provided in Article 49, if the employee is otherwise eligible. The Employee shall be obligated to pay his or her premium share, if any, within fourteen (14) days of established due date or insurance coverage will be cancelled.

ARTICLE 51 HOSPITALIZATION INSURANCE

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 State or Federal law.
 - 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. BSBSM 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 coverages.

The Employer may offer a high deductible plan in conjunction with a health savings account (HSA), to be offered in 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 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.

2. Future Retiree Health Coverage. Employees who retire during the term of this Agreement will be provided health insurance in accordance with the following:

a. Employees hired on or after April 25, 2012.

- i. 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.
- ii. 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.
- iii. Employees shall always be one hundred percent (100%) vested on their own Employee contributions and investment earnings. Employees shall be vested on Employer contributions and investment earnings according to the following schedule:

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

- iv. 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.
- v. 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 hired before April 25, 2012.

- i. Full-time Employees hired 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, from among those plans offered to current bargaining unit Employees. 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 2(b)(ii) of this Article plus the Employer's cost of prescription drug coverage provided to eligible employees and retirees pursuant to this Article. .
- ii. A City of Flint Retiree who becomes eligible for Medicare, must enroll in Medicare Parts A and B at his/her expense. A Retiree who is enrolled in Medicare Parts A and B 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. The eligible spouse or dependent child of a City of Flint Retiree who becomes eligible for, and is enrolled in at his/her expense, Medicare 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. If PA 152 of 2011 is repealed, the Employer shall pay 80% of the annual premium.
- iii. The Retiree shall pay any premium contribution that exceeds the amount contributed by the Employer through automatic deduction from their monthly pension check. If the required contribution is greater than the monthly pension check, the Retiree must contact the Human Resources Department to make arrangements for the Retiree to pay the contribution. Failure to do so will result in termination of benefits.
- iv. Employees who participate in a high-deductible health coverage plan offered by the City 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 this Article.
- v. 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.

- vi. 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.
- vii. 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.

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, or earlier as required by law. 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 49, 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.

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 52
DENTAL AND OPTICAL BENEFITS

1. 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 costs through payroll deductions.
2. If an Employee does not have sufficient fund in a paycheck, the Employee shall be obligated to pay his or her premium share within fourteen (14) days of the established due date or insurance coverage will be cancelled.
3. Dental and Optical Coverage will be continued while an Employee is on authorized disability leave as provided in Article 49, if the Employee is otherwise eligible. The Employee shall be obligated to pay his or her premium share within fourteen (14) days of the established due date or insurance coverage will be cancelled.

ARTICLE 53
PAYMENT IN LIEU OF INSURANCE COVERAGE

Employees who are eligible for hospitalization insurance, at City expense, pursuant to Article 51, Hospitalization Insurance, but who elect not to be covered by such insurance shall be entitled to payment of up to one thousand two hundred dollars (\$1,200.00) during the year. The City will make such payment to eligible Employees in twelve (12) monthly installments of \$100 per month. The payment shall be made as an adjustment to a regular paycheck, and only those Employees who are entitled to a regular paycheck shall be entitled to the payment in lieu of insurance coverage.

ARTICLE 54
NO STRIKE/NO LOCKOUT

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.
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.
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.

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

ARTICLE 55 GRIEVANCE PROCEDURE

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 Section 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."

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 and/or Employee will be required to submit all available 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 Employee and/or 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 President and/or his designee 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 and a copy of the original grievance and the Shift

Commander's answer. The Bureau Commander shall answer within seven (7) working days. The Bureau Commander of 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 President shall present the grievance to the Chief of Police 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 and a copy of the original grievance, all lower level answers (including any attached documentation), 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 at Step 4, the President or designee shall present the grievance to the Human Resources/Labor Relations Director within ten (10) days after receipt of the answer from the Chief of Police, or, if the Chief of Police fails to submit his answer within the prescribed time limits in Step 4, within ten (10) days after the due date of the Chief of Police's answer. The grievance to the Human Resources/Labor Relations Director shall contain a copy of the original grievance and the Chief of Police's Step 4 answer.

Within ten (10) days of receipt of the grievance, the Human Resources/Labor Relations Director will cause grievance appeal meetings to be scheduled and held, unless otherwise agreed to by the parties. Two (2) representatives of the City, designated by the Director of Human Resources/Labor Relations, and two (2) representatives of the Union, designated by the Union President, will attend such meetings. The purpose of the meeting shall be to attempt to resolve the grievance or develop alternative solutions by mutual agreement.

In the event a grievance is resolved, the settlement shall be put in writing by a Labor Relations Representative and copies of the settlement shall be signed by the parties' representatives.

If there is no accord upon the disposition of the appealed grievance, the Director of Human Resources/Labor Relations, or designee, will notify the Union that the grievance is denied. Said notice shall be in writing and shall set forth the reasons for denial and shall be submitted within ten (10) days after the meeting.

Step 6. If the grievance is not resolved at Step 5 of the grievance procedure, and if it involves an alleged violation of a specific Article and Section of the Agreement, either party may, at its option, submit the grievance to arbitration by written notice delivered to the Director of Human Resources/Labor Relations or the President or designee as the case may be. Within seven (7) working days after receipt of the Human Resources/Labor Relations Director's 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 Human Resources/Labor Relations Director. 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.

3. Selection of the Arbitrator. The Union and the Employer shall maintain a panel of three (3) mutually selected arbitrators. Each panel arbitrator shall be assigned a grievance to arbitrate on a rotating basis. If a panel arbitrator is unable to arbitrate a grievance, the next panel arbitrator shall arbitrate the grievance. Either party may remove no more than one (1) arbitrator from the panel during any six (6) month period by giving ten (10) days' written notice to the other party. In the event a panel arbitrator is removed from this list or becomes unable to arbitrate grievances, the parties will promptly select a replacement panel arbitrator.
4. Jurisdiction & Power of Arbitrator.
 - a. 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.
 - b. The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement or supplements thereto. Except the Arbitrator may, in a 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, it being understood that in the case of a discharge which is being modified by the Arbitrator, the Arbitrator is not bound by the provision of Article 32, Discharge and Discipline, relative to the length of the penalty. However, in the case of discipline imposed under the Drug/Alcohol Testing Policy Agreement (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.
5. Arbitration Procedure. The hearing shall be held in accordance with the Uniform Arbitration Act, MCL 691.1681 *et seq*, and the rules established by the Arbitrator. At the time of the Arbitration Hearing, both the City and the Union shall have the right to examine and cross-examine witnesses. Upon request of either the City or the Union, or the Arbitrator, a transcript of the hearing shall be made. At the close of the hearing, the Arbitrator shall afford the City and the Union a reasonable opportunity to furnish Briefs. The Arbitrator's decision must be rendered in writing within a reasonable time.
6. 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 or the Arbitrator 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) Union representative employed by the City, will be paid for time spent in Arbitration, if that time is during the Employee's regularly scheduled work hours.

7. Individual Grievances. Individual Employees may, at any time, present grievances to the Employer and have the grievances adjusted, without intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given opportunity to be present at such adjustment.
8. 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.
9. General.
 - a. 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.
 - b. 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.
 - c. 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.
 - d. 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.
10. 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. 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, 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.

- b. Large groups of aggrieved employees may be identified by a general description, (e.g., all third shift employees, all third shift traffic employees).
- c. 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 56 STATE AND NATIONAL BENEFITS

Nothing contained in this Agreement shall deny any Employee any right or benefit extended to him via any of the laws of the United States or the State of Michigan.

ARTICLE 57 COOPERATION IN APPLYING AGREEMENT

1. Both parties of this Agreement shall equally share the responsibility of applying the provisions of this Agreement to all members without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. All references to members in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female members.
2. The Union recognizes its responsibility as bargaining agent and agrees to represent all persons in the bargaining unit without discrimination, interference, or coercion.
3. The City, or any person employed by same, shall not interfere with the right of any Employee within the bargaining unit to become a member of the Union, nor shall the City, or any person employed by same, exercise any discrimination, interference, restraint, or coercion against any member attempting to exercise his rights within the terms of this Agreement or under the authority of any applicable law, or against any Employee because of his Union membership, or against any Union officer because of his position or activity as such.

ARTICLE 58 SCOPE OF AGREEMENT

1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any

subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively, but may by mutual agreement, with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

2. No agreement or understanding contrary to this collective bargaining Agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire Agreement between the parties hereto and cancels and supersedes any other agreement, understandings, practices and arrangements heretofore existing.

ARTICLE 59 SEPARABILITY AND SAVINGS CLAUSE

1. 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.

2. 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.

3. Any provision of any prior agreement between the parties, including, but not limited to, a letter of understanding or memorandum of understanding, not contained in this Agreement, shall be considered null and void with no further force or effect. This does not apply to any letter of understanding or memorandum of understanding entered into by the parties after this Agreement is signed.

**ARTICLE 60
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 61
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 62
DURATION OF AGREEMENT**

1. This Agreement is effective for two years beginning on the first day of the month following the ratification of this Agreement by the parties, and shall continue for successive one (1) year periods unless a party serves written notice on the other party of a desire to terminate or negotiate changes to this Agreement. A party must provide such written notice no later than thirty days before the end of the Agreement term or any one-year extension of that term.

2. An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.1541 - 141.1575, will have such authority relative to the terms of this Agreement as provided under the Act.

The parties, by their duly authorized representatives, have executed this Agreement on the date written.

FOR THE UNION:

FOR THE CITY:

APPENDIX A

FLINT POLICE DEPARTMENT 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 Appendix will be effective as of the ratification date of the Collective Bargaining Agreement between the parties.

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 Appendix; 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, and 1 Lt/Cpt. 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, the Employee will be subjected to drug and/or alcohol testing.

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 thirty (30) calendar days. For example, instances 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, or for 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 Appendix 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 Appendix. 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 urine samples and may involve 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 (see Section 7(C)) 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 Appendix, 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. The City will 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 following drugs or classes of drugs:

	<u>Initial Test Level</u>	<u>Confirmatory Level</u>
Marijuana metabolites	50ng/ml	15 ng/ml
Cocaine metabolites	150ng/ml	100ng/ml
Opiate metabolites*		
6-Acetyl morphine	10ng/ml	10 ng/ml
Morphine	2000 ng/ml	2000 ng/ml
Codeine	2000ng/ml	2000 ng/ml
Phencyclidine	25ng/ml	25 ng/ml
Amphetamines	500ng/ml	250 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.)

B. 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.

C. **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 five (5) days elapse after the MRO's 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, as outlined under First Offense, below.

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:

1. First Offense.

- a. Immediate suspension without pay.
- b. 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.
- c. The Employee must comply with all of the EAP's recommendations for treatment/rehabilitation (if any), among other things;

- d. 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.
- e. 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.
- f. The Employee must then undergo and pass a return to duty drug test and/or alcohol test as required by the City.

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.

2. 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 receives a positive test result based on the levels set forth in Section 7 (Drug Testing 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.

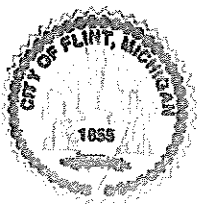
Section 9. COSTS

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 drug and alcohol testing;
 - 6. Testing of a split sample *only if* the result is negative; and
 - 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; and
 - 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.



200169

RESOLUTION NO.: _____

PRESENTED: 4-13-20

ADOPTED: _____

**RESOLUTION TO APPROVE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF FLINT AND THE POLICE OFFICERS LABOR COUNCIL
CAPTAINS AND LIEUTENANTS UNIT**

BY THE CITY ADMINISTRATOR:

Pursuant to Michigan's Public Act 436 of 2012, Local Financial Stability and Choice Act, MCL 141.1541 *et seq.* ("PA 436"), the Emergency Manager, Darnell Early, ordered the imposed terms and conditions of the employment between the City of Flint and the Police Officers Labor Council Captains and Lieutenants Unit. The City of Flint and the Police Officers Labor Council Captains and Lieutenants Unit have negotiated for a successor Collective Bargaining Agreement.

WHEREAS, the parties have come to an agreement regarding the Collective Bargaining Agreement. The Agreement is attached.

WHEREAS, City Administrator, Clyde Edwards, recommends that the Collective Bargaining Agreement should be entered into.

NOW THEREFORE BE IT RESOLVED, that the Flint City Council approves the Collective Bargaining Agreement between the City of Flint and the Police Officers Labor Council Captains and Lieutenants Unit.

APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer

FOR THE CITY OF FLINT:


Clyde Edwards, City Administrator

APPROVED AS TO FINANCE:


Amanda Trujillo, Acting Chief Financial Officer

APPROVED BY CITY COUNCIL:


Monica Galloway, City Council President

DRAFT TENTATIVE AGREEMENT
COLLECTIVE BARGAINING
AGREEMENT

BETWEEN

THE CITY OF FLINT

AND

POLICE OFFICERS LABOR COUNCIL

FLINT POLICE DEPARTMENT
LIEUTENANTS AND CAPTAINS

EFFECTIVE THROUGH:

June 30, 2021

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REVIEW DRAFT TENTATIVE AGREEMENT

PREAMBLE

THIS AGREEMENT is entered into on this _____ day of _____, 2020, pursuant to and in accordance with Michigan Public Act 379 of 1965, as amended, between the City of Flint, hereinafter referred to as "City" or "Employer" and Police Officers Labor Council, hereinafter referred to as "Union" or "Employee."

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

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1 RECOGNITION

1. This Agreement is entered into between the City and members of the Flint Police Department possessing the rank of either Lieutenant or Captain who are represented by the Police Officer's Labor Council, in order to improve the relationship between the City of Flint and those members of the Flint Police Department of the rank of either Lieutenant or Captain.
2. The City recognizes the Union as the sole and exclusive bargaining representative for all members of the Police Department possessing the rank of either Lieutenant or Captain for the purpose of establishing wage rates, hours of employment, working conditions, and other terms and conditions of employment. The Deputy Chief is not recognized as a bargaining unit member.
3. The Police Officers Labor Council will supply to the City a copy of the Police Officers Labor Council's Constitution and By-Laws and provide an updated copy as changes occur.
4. This Article shall not be construed so as to prevent the Association free choice in choosing negotiation representative(s).

ARTICLE 2 AUTHORIZED PAYROLL DEDUCTIONS

1. In addition to mandatory deductions, Employees may authorize other deductions as agreed upon by the parties.
2. 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)

REVIEW DRAFT TENTATIVE AGREEMENT

work days prior to the date of the paycheck in which the overpayment is being recovered as allowed by law.

ARTICLE 3 DUES DEDUCTIONS

1. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or discontinue their membership in the Association as they see fit. The Association agrees not to solicit Association membership and not to conduct activities, except as otherwise provided for by the terms in this Agreement during working hours of the employees or in any manner that may interfere with employees engaged in work.
2. During the period of time covered by this Agreement, the City agrees to deduct from the wages of any employee who is a member of the Union all Union membership dues and initiation fees uniformly required; provided, however, that the Union present to the City written authorization properly executed by each employee allowing such deductions and payments to the Association.
3. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Union. Each employee Union member hereby authorizes the Union and the City without recourse, to rely upon and to honor certificates by the Secretary-Treasurer of the Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues and/or initiation fees. The City agrees, during the period of this Agreement, to provide this check-off service without charge to the Union. In the event it is subsequently determined by the Michigan Employment Relations Commission, an arbitrator with competent jurisdiction, or a court of competent jurisdiction that the Union dues or assessments have been improperly deducted and remitted to the Union, the Union shall return such amount to the affected employee.
4. Union dues will be deducted monthly by the Employer and transmitted to the Union. For new employees, the payment of dues and initiation fees shall start two (2) pay periods following date of hire. Initiation fees will be deducted over twenty-six (26) consecutive pay periods, in equal installments.
5. 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.

ARTICLE 4 MANAGEMENT RIGHTS CLAUSE

1. The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the City and the Employees are vested solely and exclusively in the City, including but not limited to, the right to hire new Employees and direct the working force, to discipline,

REVIEW DRAFT TENTATIVE AGREEMENT

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 the public, the type and location of work assignments, schedules of work, and the methods, processes and procedures by which such work is performed.

2. It is the right of the City to make such reasonable rules and regulations, not in conflict with this Agreement, which best serves for the purposes of maintaining order, discipline, safety, and/or effective operations. The Employer will give the Union notice of rules and regulations in accordance with Article 46 – Work Rules of this Agreement. The Union reserves the right to question the reasonableness of any such rule or regulation through the Grievance Procedure, including arbitration.

ARTICLE 5 UNION RIGHTS

The Bargaining Team shall be elected by the Union and shall be limited to three (3) members of the bargaining unit. The Union shall designate at the initiation of bargaining which employees are to be released with pay and substitutions shall only occur with cause. When bargaining occurs during a bargaining team member's regularly scheduled work shift, such member shall be released for the purpose of negotiating without loss of time or pay. In no event will the City compensate an employee for hours spent in bargaining or other Union activities beyond the employee's normal work shift. The Union shall be allowed to include up to two additional non-bargaining unit members on the Bargaining Team.

ARTICLE 6 VISITS BY UNION REPRESENTATIVES

1. The Employer agrees that accredited representatives of the Union shall have reasonable access to the premises of the employer during regular business hours to conduct Union business. Such representatives shall give advance notice of their presence to the supervisor concerned.
2. The Union shall be entitled to confer with the Chief, his Designee, or the Director of Human Resources/Labor Relations at a mutually convenient time and place.

ARTICLE 7 ASSOCIATION LEAVE

1. At the discretion of the Chief, employees will be given reasonable time off without pay to attend conferences and seminars of the professional nature. Such time off will not be arbitrarily or capriciously denied.
2. At the discretion of the Chief, the Union President may be released for meetings with pay.

REVIEW DRAFT TENTATIVE AGREEMENT

ARTICLE 8 PROVISIONS FOR LEGAL COUNSEL

1. Whenever any claims are made or any civil action is commenced against an employee for injuries to persons or property caused by negligence or other acts of the employee while in the course of his employment, and while acting within the scope of his authority, the City will pay for or engage in or furnish the services of an Attorney to advise the employee as to the claim and to appear for and represent the employee in the action.
2. The City 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 City will indemnify the employee or will pay, settle, or compromise the judgment. The City's Chief Legal Officer will make the selection of the Attorney or Attorneys to represent employees in any particular matter and allow the individual employee to object to the selection if he has cause to do so.

ARTICLE 9 GRIEVANCE PROCEDURE

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 Section 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 the purposes of this Article, the term "working day" shall be defined as any day excluding Saturday, Sunday and observed holidays as set forth in the Article 19 -Holidays.
2. Procedure.

Step 1. Within five (5) working days of the time of the event giving rise to the grievance or within five (5) working days of when the Employee reasonably should have known of the event giving rise to the grievance, an Employee must present the grievance orally to his immediate supervisor. The Union Representative may be in attendance if the Employee so requests. In the event of a suspension or discharge, Steps 1 through 4 will be waived and the written grievance shall be filed at Step 5 within five (5) working days of the disciplinary action.

Step 2. If the grievance is not resolved in Step 1, the Union Representative and/or grievant may reduce the grievance to writing and present the grievance to the Employee's supervisor for a written answer. The written grievance shall be filed within seven (7) working days of

REVIEW DRAFT TENTATIVE AGREEMENT

the event giving rise to the grievance or within seven (7) working days of when the Employee reasonably should have known of the event giving rise to the grievance or the grievance will be deemed waived. It shall name the Employees involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the Employee and of the Union with respect to these provisions, shall indicate the relief requested, and shall be signed by the Employee. The supervisor shall give the Employee an answer in writing no later than five (5) working days after receipt of the written grievance.

Step 3. If the grievance is not resolved in Step 2, the Union Representative and/or grievant may, within five (5) working days after the answer in Step 2, or, if no answer is submitted within the above required time, within five (5) working days of the due date of the supervisor's answer, submit a written appeal to the Bureau Commander for his written answer. The appeal shall contain the reasons for the appeal and a copy of the original grievance and the supervisor's answer. The Bureau Commander shall give the Employee and/or the Union Representative the answer, in writing, within five (5) working days after receipt of the written appeal.

Step 4. If the grievance is not resolved in Step 3, the Union Representative and/or grievant may, within five (5) working days after the answer in Step 3, or, if no answer is submitted within the above required time, within five (5) working days of the due date of the Bureau Commander's written answer, submit a written appeal to the Chief of Police for his written answer. The appeal shall contain the reasons for the appeal and a copy of original grievance, appeals and answers. The Chief of Police shall give the Employee and/or Union Representative the answer, in writing, within seven (7) working days of the Step 4 written appeal.

Step 5. If the grievance is not resolved in Step 4 the President, or designee, , within five (5) working days after the answer from the Chief, or, if no answer is submitted within the required time, within five (5) working days after such answer is due, appeal to the Director of Human Resources/Labor Relations. The appeal shall be in writing and shall specify the basis of the appeal. The appeal shall have attached to it all prior grievance papers, appeals, and answers. Within fifteen (15) working days after receipt of the appeal, the Director of Human Resources/Labor Relations shall investigate the grievance, and, if necessary, as determined by the Human Resources/Labor Relations Director, meet with the aggrieved Employee and/or President, and/or designee. The Director of Human Resources/Labor Relations or his/her designee shall consider all extenuating circumstances, and shall submit his/her decision in writing within fifteen (15) working days after concluding the investigation to the President and/or designee by first-class mail. It shall be the responsibility of the Union to notify the Employee involved.

Step 6. If the grievance is not resolved at Step 5 of the Grievance Procedure, and if it involves an alleged violation of a specific Article and Section of the Agreement, either party may, at its option, submit the grievance to Arbitration by written notice delivered to the Director of Human Resources/Labor Relations or Union President or his designee as the case may be. Within seven (7) working days after receipt of the Director of Human

REVIEW DRAFT TENTATIVE AGREEMENT

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 Employees involved, and the City.

3. Selection of Arbitrators. The Union and the Employer shall maintain a panel of three (3) mutually selected arbitrators. Each panel arbitrator shall be assigned a grievance to arbitrate on a rotating basis. If a panel arbitrator is unable to arbitrate a grievance, the next panel arbitrator shall arbitrate the grievance. Either party may remove no more than one (1) arbitrator from the panel during any six (6) month period by giving ten (10) days' written notice to the other party. In the event a panel arbitrator is removed from this list or becomes unable to arbitrate grievances, the parties will promptly select a replacement panel arbitrator.
4. Jurisdiction & Power of Arbitrator.
 - a. 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.
 - b. The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement.
 - c. The Arbitrator shall not have the power to establish or modify any classification or wage plan, or to interpret or modify any 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.
 - d. The Arbitrator's powers shall be limited to deciding whether the City has violated the express Articles and Sections of this Agreement, It being understood that any matter not specifically set forth herein remains within the reserved rights of the City.
5. Arbitration Procedure. The hearing shall be held in accordance with the Uniform Arbitration Act, MCL 691.1681 et seq., and the rules established by the Arbitrator. At the time of the Arbitration Hearing, both the City and the Union shall have the right to examine and cross-examine witnesses. Upon request of either the City or the Union, or the Arbitrator, a transcript of the Hearing shall be made. At the close of the Hearing, the

REVIEW DRAFT TENTATIVE AGREEMENT

Arbitrator shall afford the City and the Union a reasonable opportunity to furnish Briefs. The Arbitrator's decision must be rendered in writing within a reasonable time.

6. Costs of Arbitration. Each party shall pay its own costs of processing grievances through the Grievance and Arbitration Procedures. The fee of the Arbitrator, his travel expenses, and the cost of any room or facilities and the expenses of the arbitration shall be borne equally by the parties. The expense of a stenographer and/or a transcript, if any, shall be borne by the party requesting it, or equally among the parties requesting it, if more than one party or the Arbitrator 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) Union representative employed by the City, will be paid by the City for time spent in the Arbitration, if that time is during the Employee's regularly scheduled work hours.
7. Individual Grievances. Individual Employees may, at any time, present grievances to the Employer and have the grievances adjusted, without intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given opportunity to be present at such adjustment.
8. 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
9. General.
 - a. 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 I of the Grievance Procedure.
 - b. All claims for back wages shall be limited to the amount of wages 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.
 - c. No decision in any one case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a representative case by mutual written agreement by the parties.
 - d. Any grievance not filed within the prescribed time limit or not advanced to the next step by the Employee or the Union within the time limit in that Step, shall be deemed abandoned. Failure of the City to respond to a grievance within the allotted time limits shall allow the aggrieved to carry the grievance to the next step of the procedure. Time limits may be extended by mutual agreement in writing.

REVIEW DRAFT TENTATIVE AGREEMENT

ARTICLE 10 DISCHARGE AND DISCIPLINE

1. Discipline.

- a. 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 his superior Officer who is rendering such discipline.
- b. 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 the 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 the offense, 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.
- c. 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 or other court proceeding.
- d. Whenever an employee is disciplined, other than oral reprimand or counseling, 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.

2. Suspensions and Discharge. In the event an employee is suspended or discharged, he/she shall be taken off the payroll and shall turn in his departmental equipment. In the event such suspension or discharge is set aside by agreement of the parties or an arbitration award, he/she shall be reinstated and compensated all back wages and benefits lost in accordance with the arbitral award or agreement between the parties.

3. Reports.

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- a. Captain and Lieutenant Reports. Employees 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 or criminal charges may be brought against him or her, the Employee shall be given an opportunity to obtain legal counsel prior to leaving such reports, but in no event shall the securing of legal counsel 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 Employee's misconduct or criminal activity which results in disciplinary action or criminal charges. These reports shall be furnished with the notice of the disciplinary action.
4. 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 Garrity rights and provide such protection when conducting the investigation.
5. Grievance.
 - a. Within three (3) working days of receipt of the notice by the Employee of disciplinary action involving suspension or discharge the Employee shall make an election of one of the following, which shall thereafter be the exclusive remedy for resolving the dispute:
 - i. Waive all rights to appeal and accept the discipline imposed by the Chief of Police or his/her designate; or
 - ii. Elect to follow the Grievance Procedure (See Article 9)

ARTICLE 11 INVESTIGATIONS

1. Use of Deadly Force Investigation.
 - a. If an Employee is involved in the use of deadly force while on duty, the Employee shall return to the City of Flint Police Department to be interviewed and turn in equipment as required by the Chief of Police. The Employee will be placed on administrative leave with pay and will be required to consult with a City-appointed psychiatrist or psychologist at Department expense. The Employee shall also continue to be available to the Department in order to investigate the incident.
 - b. If the Employee is approved to return to work by the City-appointed psychiatrist or psychologist and the Chief of Police determines that no disciplinary action will be issued to the Employee regarding the use of deadly force, the Chief of Police may return the Employee to work, reassign the Employee, or extend the administrative leave.

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- c. It is understood that 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.
2. Other Investigations.
- a. For incidents other than those referenced in Section 1, above, which require an investigation, an Employee may be relieved of duty and placed on leave with or without pay as determined by the Chief, at his/her sole discretion, pending completion of an investigation.
 - b. 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 administrative leave pending investigation without pay for a maximum of thirty (30) days following conclusion of said criminal proceedings in the trial court.
 - c. It is understood that placing an 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 part of the disciplinary period.
 - d. The Chief may, at his/her discretion, reassign an Employee instead of taking one of the actions described above until the investigation is complete.

ARTICLE 12 SENIORITY

1. Definitions.
- a. City Seniority. The Employee's original hire date adjusted for time not paid. 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. Date Employee joined his current department adjusted for time not paid.
 - c. Classification Seniority. The date Employee was permanently appointed to his present job classification adjusted for time not paid. Classification seniority shall be used for layoffs, PTO pick, and shift preference.
 - d. Ties. Where two or more persons are appointed or promoted on the same date, relative seniority shall be determined by the relative standing on the eligible list from which certified. Ties still existing shall be resolved in favor of the eligible person having the highest score on the examination for the most recent promotion.

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Ties still existing shall be resolved in favor of the eligible person having the highest score on the examination for the second most recent promotion, if applicable. Ties still existing shall be resolved in favor of the Employee with the highest City Seniority. Ties still existing for original appointees shall be resolved by time of filing the application for the classification in which appointed. In the case of promoted Employees, such Employees shall have relative seniority in accordance with their original date of employment in the department in which they were promoted, as by the Human Resources Department. Insofar as possible to determine, such original date of employment of promoted Employees shall be the date of the beginning of continuous service as adjusted in accordance with the procedure outlined in these rules.

- e. General. Except for those instances specifically noted otherwise, seniority for purposes of this Agreement shall be Classification Seniority.
- 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 credit will not accrue for unpaid leaves of absence, including but not limited to unpaid time off, time spent on layoff, and time off work due to disciplinary action. In arbitration matters in which the arbitrator reduces discipline, Employees shall be given seniority credit only for the time in which they received straight time pay.
- 3. Loss of Seniority. An Employee shall lose his seniority for the following reasons:
 - a. He quits or retires.
 - b. He is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
 - c. Failure to report to work within five (5) days of receipt of the notice of recall as required by Article 14 – Layoff and Recall, Section 4.
 - d. If an Employee is laid off, and not employed by the City's Police Department, for a continuous period equivalent to twenty-four (24) months or the length of his classification seniority, whichever is less.
 - 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/her inability to give such notice.
 - f. Failure to return to work from a leave caused by the Employee's approved non-work-related disability within one (1) year of the commencement of such leave. If

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an Employee on a leave caused by the Employee's non-work-related 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 required date.
- h. The employee fails to return from a leave of absence, vacation, sick leave, or suspension at the designated time. In proper cases, exceptions may be made upon the Employee presenting convincing proof of his/her inability to return on the required date.

ARTICLE 13 LAYOFF AND RECALL

1. Procedure. In the event of a layoff, the following procedures will be followed:
 - a. Provisional Employees within the affected classification within the department will be laid off first.
 - b. Thereafter, permanent Employees within the affected classification within the department will be laid off according to classification seniority.
 - c. For purposes of this section, in determining the seniority of an Employee who has been reduced from a higher classification as a result of a layoff, he/she shall receive "add-on" classification seniority which shall be defined as the length of continuous employment from the Employee's last date of promotion into the classification to which the Employee bumped downward to and including continuous employment in any higher classification. Said Employee shall receive the wage rate of the applicable wage grade within the classification assumed.
2. Notice. The City will give fourteen (14) 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.
3. When an Employee is removed from a classification within his department as a result of a layoff, he/she may be allowed to bump into the next lower rank classification within the department.

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4. 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 certified mail to the Union and 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 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, with notice to Human Resources.
5. Layoff List.
 - a. An Employee who is laid off or reduced shall be placed on the layoff list for the appropriate classification or related job classification. The Employee shall remain on the layoff list: (1) so long as he is working in the Police Department or (2) for a period of twenty-four (24) months in the event the Employee is no longer employed by the City's Police Department.
 - b. An Employee who is unable to return to work because of a continuing disability after one (1) year 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 one (1) year 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 14 PAID TIME OFF (PTO)

1. PTO Conversion. Effective on or about October 1, 2014, all categories of time off (e.g. annual leave and sick leave) were eliminated and a Paid Time Off (PTO) system was established. Employees had their current accumulated annual and sick banks as of that date converted to PTO. Up to 200 hours of converted PTO time were 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, was placed in a holding bank to be paid out at retirement, death, or termination of employment (including discharge upon exhausting any appeals) at the rate of 100% of the Employees straight time hourly rate in effect as of September 30, 2014. Such payment shall not be included as final average compensation for the purpose of computing retirement benefits.
2. Accrual of PTO Time.
 - a. 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

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Employee has more than forty (40) hours of straight time in a payroll period but less than seventy two (72) hours, the Employee shall accrue one-half (1/2) the amount shown on 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:

<u>Years of City Seniority</u>	<u>Maximum Hours Accrued Per Payroll Period</u>	<u>Maximum Annual Accumulation</u>	<u>Maximum Accumulated Hours</u>
First 11 Years	7.69	199.94	300
Start of 12th Year	9.23	239.98	300

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

3. General.

- a. Accumulation of PTO time shall begin at the date of employment, but may not be used until an Employee shall have been employed by the City for ninety (90) calendar days. 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.
- b. Regular days off, falling within a period of PTO time shall not be included as part of such PTO time.

4. PTO Payout on Termination, Retirement, Death

- a. Upon retirement or termination of employment (including at time of layoff and discharge upon exhausting any appeals), an Employee shall be compensated for his/her 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 Employee's straight time hourly rate.
- b. 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, except as otherwise indicated in Article 27 - Retirement.
- c. In the event of the Employee's death, unused accumulated PTO time shall be paid to the Employee's living life insurance beneficiary at the rate of 100% of the Employees' straight time hourly rate.

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4. Scheduled PTO Time

- a. 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 on granting requests.
- b. Schedules whereby employees with accrued PTO time may be afforded an opportunity to take and use such accrued PTO time, shall be developed by the Chief of Police. The number of employees allowed to be absent on PTO for any specific day(s) shall be determined by the Chief of Police.
- c. Employees shall be provided an opportunity to take and use any portion of their accrued PTO time days for the purpose of taking a single two-week Summer PTO Period and again for the purpose of taking a single two-week Winter PTO Period in accordance with the other provisions of this section and the following:
 1. 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."
 2. The remaining pay periods of the calendar year shall comprise the "Winter PTO Period".
 3. All requests for two-week PTO must be identified as a Summer PTO Period or Winter PTO Period request on the PTO slip turned in at that time.
- d.. Scheduled PTO time may be cancelled by the Chief of Police in any situation deemed by him to be an emergency, or upon the request of the employee.

5. Unscheduled PTO Time

- a. Health Related Condition.
 - i. An Employee shall be allowed to apply and receive PTO in the event of illness, injury or other conditions related to his/her health prohibiting him from effectively performing his/her 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.
 - ii. 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.

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- iii. 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.
 - iv. 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.
 - v. Where an Employee finds that he will be unable to report for work due to illness, injury or other conditions relative to his/her health, 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/her place of residence during those hours he would normally be on duty unless such illness does not normally require confinement at one's residence or unless directed otherwise by a licensed physician and in such event said Employee shall notify the appropriate supervisor of the physician's direction. Provided further, on notifying the appropriate supervisor of the need for medication or the services of a physician, an Employee shall be allowed to leave his/her residence to seek such service for a period of time reasonable to the situation and surrounding circumstances.
 - vi. PTO shall be taken in increments of at least one (1) hour or up to the balance accumulated if the accumulated balance is a fraction of an hour. However, the Chief of Police or designee may require that PTO be used in four (4) hour increments.
 - vii. Whenever an Employee is injured or becomes ill as a result of his/her employment with the City and such illness or injury is found compensable by the State of Michigan, time lost as a result of such injury or illness shall not be deducted from the Employee's PTO.
- b. Non Health Related Condition.
- i. Employees absent/late without just cause, are subject to discipline.
 - ii. 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.
 - iii. 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

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supervisor within one-half (1/2) hour prior to the Employee's scheduled starting time.

6. Ability to Work (Excluding Disability Insurance Program)
 - a. 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.
 - b. 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.

ARTICLE 15 WORK TIME AND PAY PERIODS

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. Such period is for two (2) weeks duration or eighty (80) working hours.
2. Regular Schedule. At the discretion of the City, the regular work schedule may be modified to provide for 12-hour shifts, the specific details to be determined in the sole discretion of the City.

ARTICLE 16 OVERTIME AND OVERTIME PAY

1. Definition. Employees who regularly work eighty (80) hours in a pay period shall be paid an overtime premium of one and one-half (1-1/2) times the Employee's regular hourly rate, for all hours worked in excess of eighty (80) hours during a single pay period. In the event the City decides to implement a regular schedule other than eighty (80) hours per pay period (e.g. eighty-four (84) hours per pay period), the parties will negotiate regarding the application of overtime to such schedules.
2. For the purpose of computing overtime hours, only actual hours worked shall be counted toward eligibility of overtime premium pay. Premium payments are not to be duplicated,

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i.e., overtime and holiday premium pay shall not be paid for the same hours worked. All overtime shall be approved by the department head before being worked. In the event the Flint Police Officers Association or Sergeants Union Collective Bargaining Agreements include additional hours paid, beyond hours worked, for the calculation of overtime, the computation of overtime hours in this Article will be amended to do the same.

3. Rescheduling. Leave days shall not be changed, switched or rescheduled for the purpose of avoiding the payment of overtime.
4. Scheduled Overtime. Scheduled overtime is to be equalized as much as possible within the affected bureaus and/or subdivisions of the department. Employees may volunteer for scheduled overtime opportunities by including their name on the Department's overtime list. The Employee is deemed to have worked the entire overtime shift if he/she is selected and notified of the overtime opportunity, regardless of whether he/she reports for any or all of the shift. Nothing herein shall be a limitation on the ability of management to discipline an Employee for failing to report to an assigned shift. In no event will any pay result over any claim arising out of this section.
5. Call In. Whenever an Employee is called in 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 in will perform only those duties which are normally assigned his rank and/or position.
6. Compensatory Time. Employees may, at their request, earn up to forty (40) hours of compensatory time, in lieu of overtime pay, for overtime hours worked in a calendar year. Compensatory time shall be earned at a rate of one and one-half (1½) hours for each overtime hour worked.
 - a. Maximum Accrual. Compensatory time may be carried over from one year to the next, however, an Employee may never accumulate more than forty (40) hours of compensatory time. After an Employee has earned forty (40) hours of compensatory time in the calendar year or has a bank of forty (40) hours of compensatory time, any overtime worked must be compensated as overtime pay in accordance with Sections 1 and 2, above.
 - b. Compensatory Time Payout. Upon a written request to the Director of Human Resources/Labor Relations, an Employee may elect to cash in their accumulated compensatory time at either a rate equal to their regular rate at the time such an election is made, or their regular rate at the time the compensatory time was earned, whichever is greater. Such payment shall be made within thirty (30) days after the Employee's written request is received by the Director of Human Relations/Labor Relations.
 - c. Compensatory Time Payout on Termination, or Retirement. Upon retirement or termination of employment, an Employee shall be compensated for his/her accrued compensatory time at the time their employment is terminated, the Employee is laid

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off, or the Employee retires, at the highest of the following rates: (i) the rate of the Employee at the time the compensatory time was earned; (ii) the average rate of the Employee during their last three years of employment; (iii) the final rate received by the Employee. Such payment shall be made within thirty (30) days after the Employee's termination, lay-off, or retirement and such payment shall not be included as final average compensation for the purpose of computing retirement benefits.

- d. Compensatory Time Payout upon Death. In the event of the Employee's death, unused accumulated compensatory time shall be paid to the Employee's living life insurance beneficiary at the highest of the following regular hourly rates: (i) the rate of the Employee at the time the compensatory time was earned; (ii) the average rate of the Employee during their last three years of employment; (iii) the final rate received by the Employee.

ARTICLE 17 LEAVES OF ABSENCE

1. Educational Leave.

- a. An Employee with at least one (1) year of service credit 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. Such leave may only be granted if it will not interfere with the efficient operation of the department. Written application for educational leave must be made four (4) weeks prior to the beginning of the leave requested.
- b. The credit hours pursued must be related to Law Enforcement as determined by the Chief of Police prior to the commencement of the leave. The Chief of Police's decision concerning relatedness shall be final, but his decision will not be arbitrary or capricious.
- c. 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 the Human Resources Office 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 new 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.

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2. Funeral Leave.

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

3. Personal Leave. An Employee may be granted a personal leave of absence, without pay, for a period not to exceed twenty-six (26) pay periods. Such leave may only be granted if it will not interfere with the efficient operation of the department.

ARTICLE 18 HOLIDAYS

1. Holiday Observance.

The following days shall be designated as holidays:

New Years Day	Easter Sunday
Martin Luther King Day (Federally Observed Day)	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Eve
Christmas Day	

2. 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 Employee's next regular pay check. Employees who work a recognized holiday shall also be compensated for the hours worked.
3. An Employee must work the Employee's scheduled hours on the Employee's last scheduled day before the holiday and the Employee's next scheduled day after the holiday, or be on an authorized leave or otherwise approved day off in order to receive holiday pay.

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4. Except in the following situations, all holidays shall be observed on the actual calendar date of their occurrence:
 - a. For those Employees whose assignment enables them to have every Saturday as a regular day off, any holiday that has a calendar date falling on a Saturday, the calendar date of that holiday shall be ignored and the preceding Friday shall be designated as the holiday.
 - b. For those Employees whose assignment enables them to have every Sunday as a regular day off, any holiday that has a calendar date falling on a Sunday, the calendar date of that holiday shall be ignored and the succeeding Monday shall be designated as the holiday.
5. Duplication of Holiday Benefits. If any Employee works both the calendar date and the designated date of a holiday, he shall receive holiday benefits only for the calendar date of the holiday.

ARTICLE 19 WORKERS COMPENSATION

1. Employees shall be covered by the Workers' Disability Compensation Act and applicable related state regulations. If an injury is deemed compensable under the Workers' Disability Compensation Act:
 - a. The City shall provide health, dental, optical, and life insurance coverage on the same terms and with the same benefit levels as offered to current regular Employees while an Employee is on Workers' Compensation leave for up to six (6) months. The employee must continue to pay their portion of the premiums as otherwise required by the contract.
 - b. If an Employee on Workers' Compensation 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 Workers' Compensation a continuation of the original period of leave for purposes of application of the six (6) month limitation for health, dental, optical, and life insurance coverage; 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.
 - c. At such time as an Employee returns to work from a compensable injury or illness, the Employee shall receive seniority credit for the period during which Workers' Compensation was paid.
 - d. If recognized as a job related injury, the Employee will be paid full wages for the balance of the Employee's regular shift. In addition, for the next seven (7) calendar days or less thereafter, that the employee is off work, the employee will be

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compensated the difference between what is paid by Workers' Compensation and 80% of the Employee's regular rate of pay.

- e. After the period of coverage set forth in 1(a)-(d), the City shall provide only those insurance coverages mandated by the Patient Protection and Affordable Care Act, and the Employee shall be responsible for all costs thereof, to the extent permitted by law.

ARTICLE 20 HOSPITALIZATION INSURANCE

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 State and Federal law.

- 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. HAP HMO Value Plus and \$20, \$40, \$60 (30 day supply) prescription drug coverage;
 - iii. McLaren POS Health Plan 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

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often than twice annually.

- d. 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.

2. Future Retiree Health Coverage. Employees who retire during the term of this Agreement will be provided health insurance in accordance with the following:

- a. Employees hired on or after April 25, 2012.
 - i. 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.
 - ii. 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 January 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.

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- iii. 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%

- iv. 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.
- v. An Employee who elects a deferred retirement on or after November 1, 2014 is not eligible for the retiree health care coverage-
- b. Employees hired before April 25, 2012 and Vested for Regular Retirement On or Before October 31, 2014
- i. Full-time Employees hired before April 25, 2012, whose rights to a non-deferred defined benefit pension vested on or before October 31, 2014, who retires on or after November 1, 2014, 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 going forward and with the same benefit levels as offered to current regular Employees. The Employer's contribution for health care coverage for such 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)(ii) of this Article plus the Employer's cost of prescription drug coverage provided to eligible employees and retirees pursuant to this section.
- ii. A City of Flint Retiree who becomes eligible for Medicare, must enroll in Medicare Parts A and B at his/her expense. A Retiree who is enrolled in Medicare Parts A and B 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. The eligible spouse or dependent child of a City of Flint Retiree who becomes eligible for and enrolled in at his/her expense in Medicare Parts A and B will be covered by a Medicare Supplemental plan (or Medicare Advantage plan) at the

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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.

- iii. The Retiree shall pay any premium contribution that exceeds the amount contributed by the Employer through automatic deduction from their monthly pension check. If the required contribution is greater than the monthly pension check, the Retiree must contact the Human Resources Department to make arrangements for the Retiree to pay the contribution. Failure to do so will result in termination of benefits.
- iv. 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.
- v. 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.
- vi. 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.
- vii. An Employee who elects a deferred retirement on or after November 1, 2014, is not eligible for retiree health care coverage provided by this section.
- c. Employees hired before April 25, 2012 and Vested for Regular Retirement On or After November 1, 2014
 - i. Full-time Employee hired before April 25, 2012, whose rights to a non-deferred defined benefit pension do not vest on or before October 31, 2014, that retire on or after November 1, 2014, may, upon retirement, elect health care benefits for the Employee only from among those plans offered to current bargaining unit Employees. 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

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medical portion of the Medicare Supplemental or Medicare Advantage plans provided to Retirees pursuant to 2(c)(ii) plus the Employer's cost of prescription drug coverage provided to eligible employees and retirees pursuant to this section.

- ii. A City of Flint Retiree who becomes eligible for Medicare, must enroll in Medicare Parts A and B at his/her expense. A Retiree who is enrolled in Medicare Parts A and B 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. If PA 152 of 2011 is repealed, the Employer shall pay 80% of the annual premium.
- iii. The Retiree shall pay any premium contribution that exceeds the amount contributed by the Employer through automatic deduction from their monthly pension check. If the required contribution is greater than the monthly pension check, the Retiree must contact the Human Resources Department to make arrangements for the Retiree to pay the contribution. Failure to do so will result in termination of benefits.
- iv. 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 this Article.
- v. 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.
- vi. An Employee who elects a deferred retirement on or after November 1, 2014, is not eligible for the retiree health care coverage provided by this 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 at the end of the month the child turns 26, or earlier as required by law. Health coverage for dependents will be terminated in the event an Employee or Retiree fails to provide the City with proof of dependent eligibility.

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- 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 21 – Disability Insurance Program & Light Duty, 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.
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 by the Employer's plan design. Participation by Employees is voluntary.

ARTICLE 21 DISABILITY INSURANCE PROGRAM & LIGHT DUTY

- 1. 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 one thousand two hundred fifty dollars (\$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.
- 2. 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.
- 3. The City may establish administrative rules to facilitate the disability insurance program at its sole discretion.
- 4. 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.

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5. 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.
6. 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.
7. Seniority and other benefits will not accumulate during the disability period, except for any time an Employee receives PTO pay during the waiting period.
8. Light Duty.
 - a. 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.
 - b. The number of available light-duty assignments, if any, is determined by the Chief of Police.
 - c. 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.
 - d. Any Employee who has sustained a non-duty injury may be displaced by an Employee that has a work related injury.
 - e. 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.
 - f. 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 22 DENTAL AND OPTICAL BENEFITS

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

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2. If an Employee does not have sufficient funds in a paycheck, the Employee shall be obligated to pay his/her premium share within fourteen (14) days of established due date or insurance coverage will be cancelled.
3. Dental and Optical coverage will be continued while an Employee is on an authorized disability leave as provided in Article 21 – Disability Insurance Program & Light Duty, if the Employee is otherwise eligible. The Employee shall be obligated to pay his or her premium share, within fourteen (14) days of established due date or insurance coverage will be cancelled.

ARTICLE 23 LIFE INSURANCE

1. The City agrees that, for the duration of this Agreement, it will pay the premiums to furnish \$25,000 of group life insurance and \$25,000 accidental death insurance for full-time employees.
2. 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, that if the employee is discharged and the discharge is ultimately reversed, the City will be liable for any life insurance benefits that would have been otherwise due.
3. Forms will be made available to Employees by the City whereby Employees can designate a beneficiary on this life insurance coverage, and in the event no beneficiary is designated, the policy will be payable to the Employee's estate.
4. Life Insurance Coverage will be continued while an Employee is on an authorized disability leave as provided in Article 21 – Disability Insurance Program & Light Duty, if the Employee is otherwise eligible. The Employee shall be obligated to pay his or her premium share, if any, within fourteen (14) days of established due date or insurance coverage will be cancelled.

ARTICLE 24 INSURANCE COVERAGE

Insurance benefits shall be subject to the terms and conditions specified in the City's group insurance policy or policies and any claim settlement between the Employee and the respective insurance carrier(s) shall not be the basis of a grievance or subject to arbitration. The City, by payment of the premium payments required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefits provided by the insurance coverage. The failure of an insurance company to provide any of the benefits which it has contracted for any reason shall not result in any liability to the City or the Association nor shall such failure be considered a breach by either of them of any obligation under this Agreement. Eligibility,

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coverage, and benefits under any insurance plan are subject to the terms and conditions, including any waiting period or other time limits, contained in the contracts between the City and the carrier(s).

ARTICLE 25 PAYMENT IN LIEU OF INSURANCE COVERAGE

Employees who are eligible for hospitalization insurance, at City expense, pursuant to Article 21 – Hospitalization Insurance, but who elect not to be covered by such insurance shall be entitled to payment of up to one thousand two hundred dollars (\$1,200.00) during the year. The City will make such payment to eligible Employees in twelve (12) monthly installments of \$100 per month. The payment shall be made as an adjustment to a regular paycheck, and only those Employees who are entitled to a regular pay check shall be entitled to the payment in lieu of insurance coverage.

ARTICLE 26 LAUNDRY AND DRY CLEANING

Employees may use City provided laundry and dry cleaning services for their uniforms or business attire (suit, shirt, tie) worn pursuant to their regular job duties. Such laundry and dry cleaning service will require a bi-weekly deduction from wages of Employees.

ARTICLE 27 RETIREMENT

1. General Provisions.
 - a. 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.
 - b. Employees will be credited with one month of service credit for each month worked, provided however, that the Employee works a minimum of eighty (80) hours in that month. Hours worked includes those hours for which the Employee is fully compensated, such as paid time off.
 - c. Employees promoted into this bargaining unit on or after July 1, 2017, will be subject to, and retain the, retirement benefits provided in the Sergeants' collective bargaining agreement and are not subject to the terms of this Article.
2. 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.

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- a. Employees in this division may purchase up to five (5) years or sixty (60) months of generic service credit. Purchased service counts towards retirement eligibility and must be paid in full at the time of approval.
- b. Final Average Compensation. Final Average Compensation (FAC) will be computed using the average of the highest three (3) years (non-overlapping, consecutive 12 month blocks) of base wages from the member's last five (5) years of credited service as reported to MERS by the Municipality. Overtime will only be included in FAC as outlined in subsections (c)(i), below. In addition, a lump sum payment up to 240 hours of leave time will be added to the calculation of compensation prior to the averaging of compensation to determine the FAC. (For example: FAC years 2006 + 2007 + 2008 + value of 240 hours of leave time divided by 3 = FAC.)
 - i. Overtime in FAC for Employees hired on or after May 1, 1992. Employees hired on or after May 1, 1992, shall have a portion of their pension based upon a 2.6% multiplier (overtime shall be included in FAC) for years in the bargaining unit until the Employee reaches 20 years of employment with the City. For service accrued after 20 years of service, the pension will be calculated using a 2.25% multiplier and a FAC calculated under paragraph 2(c) above, using base wages only.
- c. The Employee annual contribution is 9.5% on all gross wages earned. Effective the first full pay period following October 23, 2014, the Employee annual contribution is 9.5% on all base wages earned.
- d. Retirement Eligibility - Employees hired after July 1, 1994.
 - i. Employees who have accumulated 120 months (10 years) of service credits in accordance with this Article, and who have reached the age of sixty (60) years during their employment, are eligible to retire and to receive a pension benefit calculated in accordance with this Article.
 - ii. Employees who have accumulated 300 months (25 years) of service credits in accordance with this Article, and who have reached the age of fifty (50) during their employment, are eligible to retire and receive a pension benefit calculated in accordance with this Article.
 - iii. Deferred Retirement. Employees who leave the employment of the City with 180 months (15 years) of service when their employment terminated will receive their retirement benefit when they reach the age of sixty (60) or when they would have had twenty-five (25) years of service and who have reached the age of fifty (50), whichever is first.
- e. 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

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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.

- f. Non-Duty related disability benefits are subject to MERS processes and approval. The member must have ten (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 20% 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.
 - g. 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 in not less than 25% of the member's straight life benefit until twenty-one (21) or married. A survivor beneficiary would receive a portion of a vested member's straight life benefit.
 - h. 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 twenty-one (21) or married.
3. Hybrid Plan. Employees hired on or after January 1, 2014 ("Hybrid MERS Effective Date") shall be provided with the MERS hybrid pension plan (which includes a component of a defined benefit and defined contribution).
- a. Service Credit purchases are not allowed in the Hybrid plan.
 - b. Defined Benefit Component.
 - i. Benefit Multiplier shall be 1.75% for service credit earned. Employees will be credited with one month of service if they work a minimum of eighty (80) hours in that month.
 - ii. Final Average Compensation (FAC) will be computed using the average of the highest consecutive three (3) year or thirty-six (36) month period of earnings from the member's entire work history as reported to MERS by the Municipality.

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- iii. Employees who have accumulated seventy-two (72) months or six (6) years of service credits in accordance with this section, and who have reached the age of sixty (60) years, are eligible to retire and to receive a pension benefit calculated in accordance with this Article.
 - iv. Employees who leave the employment of the City with seventy-two (72) months or six (6) years of accumulated service credits, but who have not attained the age of sixty (60) years, are eligible to receive a pension benefit calculated in accordance with this Article, once they attain the age of sixty (60) years.
- c. Defined Contribution Component.
- i. Employees hired after the MERS Hybrid Effective Date are required to make a one time, irrevocable election to contribute between 1% and 5% (increments of 1%), at the Employee's election upon hire, of compensation on a bi-weekly basis, to the extent that the underlying employment contract in effect at the time of hire so provides for such an election.
 - ii. Employees hired before the MERS Hybrid Effective Date are required to contribute 5%.
 - iii. The Employer will match the Employee's contribution up to 5% of compensation of each Employee on a bi-weekly basis, subject to reduction based on the 10% Employer cap elected by the Employer in the Adoption Agreement.
 - iv. 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.

ARTICLE 28 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 29 WAGES

1. Ratification Incentive.

- a. The parties have agreed lump sum Ratification Incentives for Employees.

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- b. The Ratification Incentives will be paid with the first full payroll following ratification. Ratification incentives will be subject to usual payroll taxes and withholdings. Such payment shall not be included as wages for the purpose of computing Final Average Compensation under Article 27 – Retirement.
2. Compensation Schedules. Employees will be paid, based on City Seniority, in accordance with the Compensation Schedules below. The hourly rate is based on two thousand eighty (2080) hours per year.
- a. Effective with the first full payroll period following ratification, the Compensation Schedule shall be as follows:

LIEUTENANTS

City Seniority	Step	First 6 Months		Second 6 Months		Beginning 2nd Year	
		Hourly Rate	Base Annual Salary	Hourly Rate	Base Annual Salary	Hourly Rate	Base Annual Salary
Start of 5th Year	1	\$32.220	\$67,017.60	\$33.201	\$69,058.08	\$34.184	\$71,102.72
Start of 11th Year	2	\$32.684	\$67,982.72	\$33.680	\$70,054.40	\$34.679	\$72,132.32
Start of 16th Year	3	\$33.330	\$69,326.40	\$34.429	\$71,612.32	\$35.531	\$73,904.48
Start of 21st Year	4	\$33.973	\$70,663.84	\$35.096	\$72,999.68	\$36.220	\$75,337.60
Start of 25th Year	5	\$34.549	\$71,861.92	\$35.691	\$74,237.28	\$36.834	\$76,614.72
Start of 27th Year	6	\$35.135	\$73,080.80	\$36.297	\$75,497.76	\$37.461	\$77,918.88

CAPTAINS

City Seniority	Step	Hourly Rate	Base Annual Salary
Start of 5th Year	1	\$37.933	\$78,900.64
Start of 11th Year	2	\$38.482	\$80,042.56
Start of 16th Year	3	\$39.431	\$82,016.48

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Start of 21st Year	4	\$40.197	\$83,609.76
Start of 25th Year	5	\$40.880	\$85,030.40
Start of 27th Year	6	\$41.577	\$86,480.16

This reflects a 4% increase from the compensation schedule in effect prior to February 1, 2020.

- b. Effective the beginning of the first full pay period after July 1, 2020, the Compensation Schedule shall be as follows:

LIEUTENANTS

City Seniority	Step	First 6 Months		Second 6 Months		Beginning with 2nd Year	
		Hourly Rate	Base Annual Salary	Hourly Rate	Base Annual Salary	Base Annual Salary	Hourly Rate
Start of 5th Year	1	\$32.864	\$68,357.12	\$33.865	\$70,439.20	\$34.868	\$72,525.44
Start of 11th Year	2	\$33.338	\$69,343.04	\$34.354	\$71,456.32	\$35.373	\$73,575.84
Start of 16th Year	3	\$33.997	\$70,713.76	\$35.118	\$73,045.44	\$36.242	\$75,383.36
Start of 21st Year	4	\$34.652	\$72,076.16	\$35.798	\$74,459.84	\$36.944	\$76,843.52
Start of 25th Year	5	\$35.240	\$73,299.20	\$36.405	\$75,722.40	\$37.571	\$78,147.68
Start of 27th Year	6	\$35.838	\$74,543.04	\$37.023	\$77,007.84	\$38.210	\$79,476.80

CAPTAINS

City Seniority	Step	Hourly Rate	Base Annual Salary
Start of 5th Year	1	\$38.692	\$80,479.36
Start of 11th Year	2	\$39.252	\$81,644.16

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Start of 16th Year	3	\$40.220	\$83,657.60
Start of 21st Year	4	\$41.001	\$85,282.08
Start of 25th Year	5	\$41.698	\$86,731.84
Start of 27th Year	6	\$42.409	\$88,210.72

This reflects a 2% increase over the schedule in effect following ratification.

ARTICLE 30 SHIFT PREMIUM

1. The hourly rate of any Employee scheduled to work, and who works, on the second shift shall be six and one half percent (6.5%) greater than the base rate in the Compensation Schedule of this Agreement applicable to that Employee not to exceed one dollar and fifty cents (\$1.50) per hour. Shifts, for purposes of this Section, shall be designated as follows:
 - a. First Shift: Any shift during which the starting time is between 5:01 A.M. and 5:29 P.M.
 - b. Second Shift: Any shift during which the starting time is between 5:30 P.M. and 5:00 A.M.

ARTICLE 31 COURT TIME

1. For the time spent in any legal proceeding by an employee during his off-duty hours, providing said proceeding is the result of, or arises from, the performance of such Employee's duties as a police officer, the Employee shall be compensated at time and one-half (1 1/2) his/her normal rate of pay for a minimum of two (2) hours. For purposes of this Article,
2. For purposes of this Article, a legal proceeding shall be defined as any of the following:
 - a. Time spent in Federal or State Court, under subpoena or Court order;
 - b. Time spent in signing and securing warrants;
 - c. Time spent attending implied consent hearings, under notice of hearing;
 - d. Time spent in responding to a subpoena for the taking of depositions.
3. 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.

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4. Notwithstanding the above, the City shall have the right to place Employees on standby and pay them pursuant to Article 32 - Standby, rather than Article 31 -Court Time, for possible court appearances. Said standby pay shall be waived if the Employee is subsequently called to appear.
5. 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.
6. It is the Employee's obligation to call in accordance with the directions on the subpoena to determine whether his/her attendance is required for any upcoming legal proceeding. If the Employee's presence is not required, he/she will not be compensated as outlined in this Article.
7. 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.
8. All subpoena fees received by the Employee shall be submitted to the City; mileage fees received by the Employee shall be submitted to the City whenever transportation has been furnished by the City. An Employee required to travel outside Genesee County in response to a subpoena or Court order shall be provided with a City vehicle, if one is available. In the event no City vehicle is available, the Employee shall be responsible for providing his own transportation for which he shall be compensated at the IRS Standard Mileage Rate for Business per mile, both ways.
9. It is understood that the above provisions do not apply where the employee is called by the Union as a witness in a legal proceeding against the City or where the employee is an adverse party in interest to the City.

ARTICLE 32 STANDBY

1. 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.
2. 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 a holiday recognized in Article 18 - Holidays of such duty. Standby time shall not be considered time worked for purposes of overtime, nor will payments for standby time be considered as earnings for purposes of Final Average Compensation.

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ARTICLE 33 PERSONAL PROPERTY REIMBURSEMENT

Employee claims for personal property damaged or lost on the job, not due to the Employee's own negligence, will be reimbursed upon approval of the Chief Legal Officer and the Mayor in accordance with procedure established by the City. Personal property damaged or lost while in performance of duty shall be replaced or repaired up to a value of and not exceeding \$250.00 per Employee per year. It is understood that the repair or replacement of glasses, contact lenses and bridge work and/or dentures shall not be included in the maximum yearly limit set forth above. Disputes arising under this Article shall be subject to the grievance procedure.

ARTICLE 34 VETERANS RIGHTS AND BENEFITS

An Employee who has been in the Armed Services of the United States under military leave from the City of Flint, and subject to the limitations provided by law, and who is released or discharged from such duty under honorable conditions, shall be afforded all rights provided governmental employees under the provisions of P.A. 1951, No. 263, as amended (MCLA 35.351; MSA 4.1486).

ARTICLE 35 MILITARY RESERVE LEAVE

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

ARTICLE 36 CHANGE OF ADDRESS AND TELEPHONE NUMBER

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.
2. Telephone Numbers. All Employees shall be required to give their home phone numbers, cell phone, and work 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 or a cell phone 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.

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ARTICLE 37 OUTSIDE EMPLOYMENT

1. Employees shall comply with all applicable departmental rules and regulations as well as applicable laws.
2. 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:
 - a. A general job description of what the Employee will be doing;
 - b. 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; and,
 - c. The number of days contemplated being worked and the hours.
3. Employees shall not wear the Department uniform without authorization of the Chief of Police.
4. Outside employment must not conflict with the Employee's work hours or interfere in anyway with the satisfactory and impartial performance of the Employee's duties.
5. Employees shall not be allowed to work in a bar.
6. Outside employment approved prior to the effective date of this Agreement must be disclosed within thirty (30) calendar days of the effective date of this Agreement. Such disclosure must comply with 2(a)-2(c), above. Failure to comply with this Article may result in discipline up to and including discharge.

ARTICLE 38 TEMPORARY ASSIGNMENTS

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

ARTICLE 39 PROMOTIONS

1. In the event the City, during the term of this Agreement, shall establish a new or different testing procedure or eligibility requirements for promotion to Captain, 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

REVIEW DRAFT TENTATIVE AGREEMENT

the promotional process as it deems appropriate. The City will provide notice to the Union of eligibility requirements and changes to the testing procedure at least five (5) days before implementing any changes.

2. The City shall have the right to select among the three (3) candidates with the highest scores and any candidate(s) tied with those scores or candidates within five percent (5%) of the highest score, whichever provides the greatest pool of candidates.
3. To be eligible for promotion to Captain, a potential candidate must have a minimum of six (6) years of experience in the City of Flint Police Department, immediately prior to the deadline date for filing for the promotional examination, with at least one (1) year as a Police Lieutenant. Additionally, the potential candidate must have completed sixty (60) semester credit hours (or equivalent) verified by a transcript from an accredited institution or have at least ten (10) years of City Seniority in the Flint Police Department.
4. The promotional exam may consist of oral and/or written components.
5. Ties in examinations shall be as resolved in Article 13 – Seniority.
6. An Employee shall be allowed, upon his request, time off without loss of pay for the purpose of taking any written or oral examination concerned with promotion when such examination is administered by the City of Flint Human Resources Department and where the Employee is eligible to take such examination.
7. Promotion to Deputy Chief. If the Chief determines to fill a Deputy Chief position from within the city rather than from outside, then the promotion will come from the Captain or Lieutenant classifications. However, the decision to fill this position from inside or outside the city and the selection of any inside or outside candidate is at the Chief's sole discretion.
8. The promotional lists for Captains shall have a duration of twelve (12) months.

ARTICLE 40 NO-STRIKE CLAUSE

1. No-Strike. It is the intent of the parties to 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.
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.

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3. Discipline. The Union further agrees that the City shall have the right to discipline (including discharge) any or all employees who take part in any strike.
4. During the life of this Agreement, the Union shall not cause its members to, nor shall any member of the Union, engage in any strike because of a labor dispute between the City and any other labor organization.
5. No Lock-Out. The City agrees that during the life of this Agreement there will be no lock-out.

ARTICLE 41 PERSONNEL DEPARTMENT FILES

An Employee may review his/her own file at any time during the normal working hours for the Human Resources Department, provided that this review does not interfere with the discharge of his/her duty or of the duties of the Human Resources Department.

ARTICLE 42 EMPLOYEE DEATH

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

ARTICLE 43 SUSPENSION OF NON-ESSENTIAL 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 44 TUITION REIMBURSEMENT

- I. Amount. The Employer will reimburse an Employee for tuition expenses up to \$500.00 per fiscal year provided:
 - A. The Employee agrees, in writing, to remain a full-time Employee for a period of three (3) years following the completion of the course and likewise agrees that if he leaves the City's employ before the expiration of the three (3) year period, he will have deducted from his final pay an amount equal to one-thirty sixth (1/36) of the previous year's tuition

REVIEW DRAFT TENTATIVE AGREEMENT

reimbursement for each month or portion thereof lacking the three (3) year requirement; and,

B. The Employee satisfactorily completes each course.

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.

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

ARTICLE 45 UNEMPLOYMENT COMPENSATION

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

ARTICLE 46 WORK RULES

New rules and regulations, or proposed changes in rules and regulations will be made available to Employees at least fourteen (14) calendar days prior to their effective date, except in cases of emergencies determined by the Chief of Police. Any unresolved complaint as to the reasonableness of any new or amended rule shall be resolved through the Grievance Procedure.

ARTICLE 47 SEPARABILITY AND SAVINGS CLAUSE

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1. If any Article, Section, or Appendix of this Agreement shall be invalid by operation of law or held invalid by any tribunal 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.
2. In the event that any provision of this Agreement is held invalid by an tribunal of competent jurisdiction, 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.
3. Any provision of any prior agreement between the parties, including, but not limited to, a letter of understanding or memorandum of understanding, not contained in this Agreement, shall be considered null and void with no further force or effect. This does not apply to any letter of understanding or memorandum of understanding entered into by the parties after this Agreement is signed.

ARTICLE 48 SCOPE OF AGREEMENT

1. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.
2. No agreement or understanding contrary to this collective bargaining Agreement, or any alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreement, understandings, practices and arrangements heretofore existing.

ARTICLE 49 DURATION OF AGREEMENT

1. This Agreement shall be effective upon ratification through June 30, 2021, and shall continue thereafter for successive periods of one (1) year, unless either party at least thirty (30) days prior to June 30, 2021, and each June 30 thereafter, serves written notice on the

REVIEW DRAFT TENTATIVE AGREEMENT

other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement.

2. An emergency manager appointed under the Local Financial Stability and Choice Act, 2012 PA 436, MCL 141.1541 to 141.1575, will have such authority relative to the terms of this Agreement as provided under the Act.

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

Dated in Flint, Michigan, the _____ day of _____, 2019.

Police Officers Labor Council
("Union")

City of Flint
("City")

Colin Bernie, President

Sheldon Neeley, Mayor

Dated: _____

Dated: _____

, Vice President

Clyde Edwards, City Administrator

Dated: _____

Dated: _____

Hal Telling, Labor Representative

Phil Hart, Police Chief

Dated: _____

Dated: _____

Charley McClendon, Acting Human
Resources & Labor Relations Director

Dated: _____

REVIEW DRAFT TENTATIVE AGREEMENT

Kendall B. Williams, Chief Negotiator

Dated: _____

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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 Appendix will be effective as of the ratification date of the Collective Bargaining Agreement between the parties.

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 Appendix; 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

REVIEW DRAFT TENTATIVE AGREEMENT

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, and 1 Lt/Cpt. 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, the Employee will be subjected to drug and/or alcohol testing.

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 thirty (30) calendar days. For example, instances 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, or for sworn police personnel who are responsible for destroying drugs.

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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 Appendix 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 Appendix. 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 urine samples and may involve 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 (see Section 7(C)) 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 Appendix, 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

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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. The City will 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 following drugs or classes of drugs:

	<u>Initial Test Level</u>	<u>Confirmatory Level</u>
Marijuana metabolites	50ng/ml	15 ng/ml
Cocaine metabolites	150ng/ml	100ng/ml
Opiate metabolites*		
6-Acetyl morphine	10ng/ml	10 ng/ml
Morphine	2000 ng/ml	2000 ng/ml
Codeine	2000ng/ml	2000 ng/ml
Phencyclidine	25ng/ml	25 ng/ml
Amphetamines	500ng/ml	250 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.)

B. 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.

C. 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

REVIEW DRAFT TENTATIVE AGREEMENT

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 five (5) days elapse after the MRO's 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, as outlined under First Offense, below.

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:

1. First Offense.

- a. Immediate suspension without pay.
- b. 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.
- c. The Employee must comply with all of the EAP's recommendations for treatment/rehabilitation (if any), among other things;

DRAFT SIGNING INCENTIVE CALCULATION									
	FYE 2018	2%	FYE 2019	4%	7/1/19 - 1/16/20	4%	TOTAL	74.80%	Rounded
Golden, Jennifer Leigh	105,109.49	2,102.19	99,308.00	3,972.32	53,914.25	2156.57	8,231.08	\$ 6,156.85	\$ 6,156.00
Small, Brett L.	85,221.12	1,704.42	108,776.45	4,351.06	79,165.97	3166.6388	9,222.12	\$ 6,898.15	\$ 6,898.00
Taylor, Sondra	81,448.76	1,628.98	93,154.88	3,726.20	49,237.51	1969.5004	7,324.67	\$ 5,478.85	\$ 5,478.00
Urquhart, Keith A.	0	0.00	76,933.24	3,077.33	50,026.71	2001.0684	5,078.40	\$ 3,798.64	\$ 3,798.00
Birnie, Collin B.	97,294.28	1,945.89	88,327.23	3,533.09	50,996.12	2039.8448	7,518.82	\$ 5,624.08	\$ 5,624.00
Boudreau, Mark Andrew	73,868.96	1,477.38	86,020.13	3,440.81	48,798.79	1951.9516	6,870.14	\$ 5,138.86	\$ 5,138.00
Cate, Jason D.	93,500.07	1,870.00	77,819.24	3,112.77	50,929.27	2037.1708	7,019.94	\$ 5,250.92	\$ 5,250.00
Handley, Myra A.	0	0.00	10,609.32	424.37	44,790.13	1791.6052	2,215.98	\$ 1,657.55	\$ 1,657.00
									\$ 39,999.00

Handley Promoted to Bargaining Unit
Urquhart Promoted to Bargaining Unit

4/7/2019
7/1/2018

200074

RECOMMENDED BY PLANNING COMMISSION 02.04.2020

ORDINANCE NO. _____

An ordinance to amend the Code of the City of Flint by amending Chapter 50, Zoning, by amending Article XXXII, Medical Marihuana Facilities, §50-183.

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF FLINT:

Sec. 1. That the Code of the City of Flint shall be amended by amending Chapter 50, Zoning, Article XXXII, Medical Marihuana Facilities, which shall read in their entirety as follows:

§50-183. MEDICAL MARIHUANA FACILITIES OPT IN ORDINANCE.

This ordinance of the City of Flint, Michigan is to provide for the licensing and regulation of **BOTH Medical AND ADULT-USE ("RECREATIONAL")** Marihuana Facilities within the City of Flint, Michigan; to ~~establish the maximum number of Medical Marihuana Licensed Facilities;~~ to establish operational, land use, and zoning requirements, and standards attendant thereto; to protect the health, safety and welfare of the City of Flint and its neighborhoods; and to provide penalties for violations of the chapter. These Special Regulated Uses pertain to Medical **AND ADULT-USE ("RECREATIONAL")** Marihuana Facilities that are allowed under the statutes of the Michigan Medical Marihuana Act, 2008 IL 1, MCL 333.26421 ET SEQ., as amended ("MMMA"), the Medical Marihuana Facilities Licensing act, MCL 333.2701, ET SEQ., (MMFLA), and the Marihuana Tracking Act (MTA), MCL 333.27901, ET SEQ. **AND THE MICHIGAN REGULATION AND TAXATION OF MARIHUANA ACT ("THE MRTMA")**, 2018 IL 1, MCL 333.27951 ET SEQ. This Ordinance is subject to interpretation and revision based on rules yet to be fully and permanently adopted by the Michigan Department of Licensing and Regulatory Affairs (LARA) **AND THE**

MICHIGAN MARIJUANA REGULATORY AGENCY (MRA). If the standards set forth in this Ordinance are in conflict with the standards adopted by LARA / **THE MRA** than the standards from LARA / **THE MRA** shall apply.

A. Uses subject to these controls are as follows:

(1) Group "E" - Special Regulated Uses:

i. Medical Marihuana Provisioning Centers

ii. RETAIL FACILITIES

iii. COMMERCIAL MARIHUANA SECURE TRANSPORT FACILITIES

(2) Group "F"- Special Regulated Uses:

i. Commercial Medical Marihuana Growing Centers

ii. Commercial Medical Marihuana Processing Center

iii. COMMERCIAL MARIHUANA SAFETY COMPLIANCE FACILITIES

(3) Group "G" - Special Regulated Uses:

i. Commercial ~~Medical~~ Marihuana ~~Secure~~ Transport ~~Facility~~ MICROBUSINESSES

ii. ~~Commercial—Medical~~
~~Marihuana—Safety~~
Compliance Facility

B. Definitions:

For the purposes of this chapter:

Any term defined by the Michigan Medical Marihuana Act, 2008 IL 1, MCL 333.26421 ET SEQ., as amended ("MMMA"), or the Medical Marihuana Facilities Licensing Act, 2016 PA 281, **OR THE MICHIGAN REGULATION AND TAXATION OF MARIHUANA ACT ("THE MRTMA")**, 2018 IL 1, MCL 333.27951 ET SEQ shall have the definition given in the MMMA, as amended, or the Medical Marihuana Facilities Licensing Act, as amended, **OR THE MRTMA**. These Special Regulated Uses pertain to Medical Marihuana Facilities that are allowed under the statutes of the Michigan Medical Marihuana Act, 2008 IL 1, MCL 333.26421 ET SEQ., as amended ("MMMA"), the Medical Marihuana Facilities Licensing act, MCL 333.2701, ET SEQ., ("MMFLA"), and the Marihuana Tracking Act ("MTA"), MCL 333.27901, ET SEQ **AND ADULT-USE OR RECREATIONAL FACILITIES THAT ARE ALLOWED UNDER THE THE MICHIGAN REGULATION AND TAXATION OF MARIHUANA ACT ("THE MRTMA")**, 2018 IL 1, MCL 333.27951 ET SEQ. If the definition of a word or phrase set forth in this Ordinance conflicts with the definition in the MMMA, **THE MRTMA** or the Medical Marihuana Facilities Licensing Act, or if a term is not defined but is defined in the MMMA or the Medical Marihuana Facilities Licensing Act, then the definition in the MMMA or the Medical Marihuana Facilities Licensing Act, **OR THE MRTMA** shall apply.

This ordinance shall not limit an individual's or entity's rights under the MMMA, MMFLA, or MTA **OR THE MRTMA** and these acts supersede this ordinance where there is a conflict between

them and the immunities and protections established in the MMMA unless superseded or preempted by the MMFLA **OR THE MRTMA**.

The following definitions apply to all Group "E", "F", and "G" Special Regulated Uses:

1. Dedicated Public Park - A city or privately owned piece of property that contains deed restrictions explicitly stating the property is for the use of the general public for leisure, recreation, or general public purposes. Property does not need to contain playground or recreation equipment to be established as a Dedicated Public Park space.
2. City - the City of Flint, Michigan.
3. ~~Medical—Marihuana~~ Growing Center - An entity that is licensed to operate by the State of Michigan **FOR MEDICAL AND/OR ADULT-USE MARIJUANA** and has applied to be established as a Special Regulated Use by the City. This facility is used to cultivate, dry, and package ~~Medical~~ Marihuana in accordance with state law.
 - i. The Growing Center must be located in a structure that is, **IN A SINGLE BUILDING OR CUMULATIVELY IN A COLLECTION OF BUILDINGS**, a minimum of 2,000 square feet for a class a licensed grower, 5,000 square feet for a class b licensed grower, and 8,000 square feet for a

class c licensed grower
**OR AN EXCESS
GROWER.**

The building(S) may be split among multiple state licensed growers, and processors given that there are walls or partitions erected between them and approved by BSI officials, pursuant to state building code.

facility that is a minimum of 3,000 square feet. The building may be split among multiple state licensed processors & growers, given that there are walls or partitions erected between them and approved by BSI officials, pursuant to state building code.

- ii. If a Growing Center is collocated with a Group E Provisioning Center **OR RETAILER**, the structure must be a minimum of 9,000 square feet, **IN A SINGLE BUILDING OR CUMULATIVELY IN A COLLECTION OF BUILDINGS.**

- ii. If a Processing Center is collocated with a Group E Provisioning Center **OR RETAILER**, the structure must be a minimum of 9,000 square feet, **IN A SINGLE BUILDING OR CUMULATIVELY IN A COLLECTION OF BUILDINGS.**

- iii. A Growing Center shall provide only wholesale products for the use of other Medical Marihuana Provisioning Centers **OR RETAILERS.**

- iii. A Processing Center shall provide only wholesale products for the use of other Medical Marihuana Provisioning Centers **OR RETAILERS.**

- 4. Medical Marihuana Processing Center - An entity that is licensed by the State of Michigan **FOR MEDICAL AND/OR ADULT-USE MARIJUANA** that acquires marihuana from a grower and that extracts resin from the marihuana or creates a marihuana-infused product for sale and transfer in packaged form to a Provisioning Center **OR RETAILER.**

- 5. Medical Marihuana Secure Transport Facility - A licensee that is a commercial entity located in this state **AND IS LICENSED BY THE STATE OF MICHIGAN FOR MEDICAL AND/OR ADULT-USE MARIJUANA** that stores ~~Medical~~ Marihuana and transports ~~Medical~~ Marihuana between ~~Medical~~ Marihuana Licensed Facilities for a fee.

- i. The Processing Center must be located in a

- 6. Medical Marihuana Safety Compliance Facility - A commercial entity **LICENSED**

BY THE STATE OF MICHIGAN FOR MEDICAL AND/OR ADULT-USE MARIJUANA that receives marihuana from a marihuana facility or registered caregiver, tests it for contaminants and for tetrahydrocannabinol (THC) and other cannabinoids, returns the test results, and may return the marihuana to the Medical Marihuana Licensed Facility.

7. Enclosed, Locked Facility - A permanent building having a roof supported by columns or any other support used for the enclosure of persons, animals, chattels or property of any kind, or carrying on business activities or other uses. Marihuana must be grown and stored in a fully enclosed area equipped with secured locks or other functioning security devices that permit access only by a registered licensee or registered qualifying patient.
8. Grower- A licensee that is an entity located in this state, approved by the State FOR MEDICAL AND/OR ADULT-USE MARIJUANA, that cultivates, dries, trims, or cures and packages marihuana for sale to a Processor or Provisioning Center OR RETAILER.
9. Pre-K through 12 School - A building or facility that houses students ranging from grades pre-kindergarten (K) through the 12th grade (12). Pre-K through 12 facilities can be both public and private educational establishments and include both Charter and Parochial scholastic systems, CONTINGENT

UPON THE FACT THAT SAID SCHOOL IS EITHER CURRENTLY BEING USED AS A SCHOOL OR IS UNDER CONSTRUCTION AND WILL BE OPENED AND USED AS A SCHOOL ON A FUTURE DATE CERTAIN. This list includes early childhood education facilities.

10. License Application - The requirements and procedures set forth in this Ordinance to secure the subject license.
11. Licensee - A person holding a state operating license, pursuant to the Medical Marihuana Facilities Licensing Act, 2016 PA 281 AND/OR THE MRTMA, 2018 IL 1, MCL 333.27951 ET SEQ.
12. Marihuana / MARIJUANA - The term as defined in section 7106 of the public health code, 1978 PA 368, MCL 333.7106. "MARIHUANA" AND "MARIJUANA" ARE USED INTERCHANGEABLY.
13. Marihuana facility - Location at which a license holder is licensed to operate under this Ordinance, including a Provisioning Center, RETAILER, Processor, Grower, EXCESS GROWER, Safety Compliance Facility, and Secure Transporter, AND MICROBUSINESS.
14. Marihuana-infused product - A topical formulation, tincture, beverage, edible substance, or similar product containing any usable marihuana that is

intended for human consumption in a manner other than smoke inhalation. Marihuana-infused product shall not be considered a food for purposes of the food law, 2000 PA 92, MCL 289.1101 to 289.8111

15. Marihuana plant - Any plant of the species Cannabis sativa L.

16. Medical use of marihuana - The acquisition, possession, cultivation, manufacture, extraction, use, internal possession, delivery, transfer, or transportation of marihuana, marihuana-infused products, or paraphernalia relating to the administration of marihuana to treat or alleviate a registered qualifying patient's debilitating medical condition or symptoms associated with the debilitating medical condition.

17. Medical Marihuana Provisioning Center- A licensee that is an entity located in this state that purchases marihuana from a grower or processor and sells, supplies, or provides marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers. Provisioning Center includes any commercial property where marihuana is sold at retail to registered qualifying patients or registered primary caregivers. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver through the department's marihuana registration process in accordance with the MMMA act

is not a Provisioning Center for purposes of this Ordinance.

18. Michigan Medical Marihuana Act - The Michigan Medical Marihuana Act, 2008 IL 1, MCL 333.26421 to 333.26430.

19. NEIGHBORHOOD
"NEIGHBORHOOD"
MEANS A
NEIGHBORHOOD
RECOGNIZED BY THIS
ORDINANCE, A
NEIGHBORHOOD SERVED
BY AN ORGANIZED
NEIGHBORHOOD
ASSOCIATION
RECOGNIZED BY THE
CITY, OR AN AREA
WITHIN A ONE
THOUSAND (1,000) FOOT
RADIUS OF THE
APPLICANT'S/LICENSEE'S
SITE, WHICHEVER IS
GREATER.

20. Ordinance - This ordinance, Chapter 50 article xxxi, section 183.

21. Place of Worship - A place of worship is a specially designed structure or consecrated space where individuals or a group of people such as a congregation come to perform acts of devotion, veneration, or religious study that is recognized as a tax-exempt entity, as determined by the City Assessor's Office.

22. Plant - Any living organism that produces its own food through photosynthesis and has observable root formation or is in growth material.

23. Residential Property - A piece of property that is principally zoned for dwelling purposes. This type of structure includes, but is not limited to, single-family dwellings, two-family dwellings, multi-family dwellings, and manufactured housing communities.

24. Residential Zoned District - The residential zoned districts are "A-1", "A-2", "B", "B-1", "C-1", and "C-2".

25. State - The State of Michigan.

26. State Licensed Cultivator/Grower - An individual who has applied for and been authorized for a grower license in Michigan pursuant to the Medical Marihuana Facilities Licensing Act, 2016 PA 281 AND/OR THE MRTMA, 2018 IL 1, MCL 333.27951 ET SEQ. This license authorizes the secure transfer of marihuana and the sale of seeds or plants to another grower or processor. Individuals can apply for 3 different license classes, each of which authorizes the grower to grow not more than the following number of marihuana plants:

i. Class A - 500 marihuana plants.

ii. Class B - 1,000 marihuana plants.

iii. Class C - 1,500 marihuana plants.

*All commercial Growing Center license classes may be "stacked", to the extent permitted by the State of Michigan,

INCLUDING FOR AN EXCESS GROWER LICENSE.

27. State operating license (or license) - A license that is issued under the Medical Marihuana Facilities Licensing Act, 2016 PA 281, OR THE MICHIGAN REGULATION AND TAXATION OF MARIHUANA ACT ("THE MRTMA"), 2018 IL 1, MCL 333.27951 ET SEQ, that allows the licensee to operate as one (1) of the following, specified in the license:

i. A grower.

ii. AN EXCESS GROWER.

iii. A processor.

iv. A secure transporter (facility).

v. A provisioning center.

vi. A safety compliance facility.

vii. A RETAIL FACILITY.

28. Medical Research Facility - an applicant which (1) seeks a grow and processing and/or provisioning center license, (2) is located in a building of at least 10,000 square feet, (3) in an industrially zoned district, where (4) the applicant is a verified Michigan-licensed physician or partnership/entity made up exclusively of verified Michigan-licensed physicians, (5) and one or more michigan-licensed physicians are physically on site and available

to see medical marihuana patients during at least half of operating hours and (5) annually demonstrates proof of clinical research involving medical marihuana; is defined as a "medical research facility" and thusly shall be subject to amended locational standards.

29. MICROBUSINESS - PERSON OR ENTITY LICENSED TO CULTIVATE NOT MORE THAN 150 MARIHUANA PLANTS; PROCESS AND PACKAGE MARIHUANA; AND SELL OR OTHERWISE TRANSFER MARIHUANA TO INDIVIDUALS WHO ARE 21 YEARS OF AGE OR OLDER OR TO A MARIHUANA SAFETY COMPLIANCE FACILITY, BUT NOT TO OTHER MARIHUANA ESTABLISHMENTS, LOCATED IN THE CITY THAT IS LICENSED OR APPROVED TO OPERATE BY THE STATE PURSUANT TO THE MRTMA AND IS LICENSED BY THE CITY PURSUANT TO THE TERMS AND CONDITIONS OF THIS CHAPTER.

30. DESIGNATED CONSUMPTION ESTABLISHMENT - A COMMERCIAL SPACE THAT LEGALLY PERMITS THE ON-SITE CONSUMPTION OF ADULT-USE MARIJUANA VIA A LICENSE FROM THE STATE.

31. EXCESS GROWER - A GROWING FACILITY THAT IS LICENSED FOR 5 CLASS C MARIHUANA GROWER LICENSES AND LICENSED TO CULTIVATE MARIHUANA AND SELL OR OTHERWISE TRANSFER MARIHUANA TO MARIHUANA ESTABLISHMENTS.

32. RETAILER (OR RETAIL FACILITY) - A LICENSEE THAT IS AN ENTITY LOCATED IN THIS STATE THAT PURCHASES MARIHUANA FROM A GROWER OR PROCESSOR AND SELLS, SUPPLIES, OR PROVIDES MARIHUANA TO PERSONS 21 YEARS OF AGE OR OLDER. RETAILER INCLUDES ANY COMMERCIAL PROPERTY WHERE MARIHUANA IS SOLD AT RETAIL TO TO PERSONS 21 YEARS OF AGE OR OLDER. A NONCOMMERCIAL LOCATION USED BY A PRIMARY CAREGIVER TO ASSIST A QUALIFYING PATIENT CONNECTED TO THE CAREGIVER THROUGH THE DEPARTMENT'S MARIHUANA REGISTRATION PROCESS IN ACCORDANCE WITH THE MMMA ACT IS NOT A RETAILER FOR PURPOSES OF THIS ORDINANCE.

C. License Allocation and Annual Fees

- 1. No person shall operate a Group "E", "F", or "G" use in the City of Flint without obtaining both a**

license to do so through both the City and the State.

2. ~~The City shall issue no more than the following for each license type:~~

i. ~~Medical — Marihuana Provisioning Centers: 20 Licenses~~

ii. ~~Commercial — Medical Marihuana — Growing Center: No Limit
* More than 1 State issued — Commercial Growing Center License can operate within 1 structure, to the extent permitted by the State of Michigan.~~

iii. ~~Commercial — Medical Marihuana — Processing Center: No Limit
* More than 1 State issued — Commercial Processing — Center License can operate within 1 structure, to the extent permitted by the State of Michigan.~~

iv. ~~Commercial — Medical Marihuana — Secure Transporter: 5 Licenses~~

~~Commercial Medical Marihuana Safety Compliance Facility: 5 Licenses —~~ **THE CITY AFFIRMATIVELY OPTS OUT OF THE DESIGNATED CONSUMPTION ESTABLISHMENT LICENSE TYPE, AND SHALL NOT GRANT ANY SUCH LICENSE.**

3. ~~The license quotas are permitted to the extent regulated by the MMLB rules and regulations and are subject to change based on any potential rulings made by the board. A LICENSEE FOR MEDICAL AND ADULT-USE MARIJUANA MUST MAINTAIN BOTH LICENSE TYPES WITH BOTH THE STATE AND THE CITY.~~

4. ~~Merit Review Process:~~

~~In order to seek the best candidates for medical marihuana facility licensure for the City of Flint, the City shall review and score and rank the applicants based upon their objective merits if the number of license applicants exceeds the number of licenses available.~~

- a. ~~Application Window:~~

~~Following the effective date of this ordinance, there shall be an open application period of forty five (45) days during which the City shall collect applications for all Marihuana Facility licenses that are subject to a cap. In the event that more applications for licenses are submitted during this window than the number of licenses available, those applications would then be reviewed by staff.~~

- b. ~~Blind Review:~~

~~Each application shall assigned an Application Number by the Zoning Coordinator, which shall be the sole means of identifying that application through the entirety of the review and scoring process. The Zoning~~

~~Coordinator shall not participate in the scoring process; and all individuals reviewing and scoring the applications shall only know the specifications of the applications and the application number not the identities of the applicants themselves.~~

~~c. Scoring Panel:~~

~~City staff shall review and score the applications. Assigned staff consisting of the designees of the heads of the city clerk's office, Legal, Planning and Zoning, Police, Fire, and Building and Safety Inspection Departments shall score the medical marijuana facility licenses, based upon a predetermined rubric of criteria.~~

~~d. Factors for Scoring:~~

~~The assigned City staff shall create a scoring rubric, outlining the factors and weight of criteria considered for the scoring of such applications, and shall provide the final rubric for modification and final approval by a majority of the City Council. The scoring criteria shall include factors such as the proposed number of employees who would be working at the site, whether and to what extent the application commits to local hiring for staff and/or subcontractors, the size of the proposed facility, the total capital investment, whether the applicant has a history of prior building/code violations and whether the applicant has already received pre-approval by~~

~~the State of Michigan for licensure.~~

~~e. Determination of Order:~~

THE CITY DOES NOT PLACE A NUMERICAL LIMIT ON MARIJUANA LICENSES. HOWEVER, IN RECOGNITION OF THE EFFORTS AND COMMITMENTS MADE BY THE MEDICAL MARIHUANA FACILITY APPLICANTS THROUGHOUT THE RUBRIC SCORING PROCESS, THE CITY SHALL EXHAUST THE LIST OF PROVISIONING CENTER APPLICATIONS, IN THE ORDER SET FORTH IN RESULT OF SAID SCORING, BY HEARINGS OF ALL SUCH APPLICATIONS BY THE CITY'S PLANNING COMMISSION, PRIOR TO NEW RETAIL FACILITY OR PROVISIONING CENTER APPLICATIONS BEING HEARD BY THE COMMISSION.

~~Once the applications are scored, individual applicants shall be notified of the order of their placement, and those within the cap may proceed through the license application process accordingly. Failure to complete the license application process within six (6) months shall result in the denial of the application, and the next best applicant shall be afforded the opportunity to apply. The resulting list of scores shall be~~

~~used as the order for any waiting list, in the event that (a) currently existing, grandfathered facilities do not pass the State of Michigan's licensure process; (b) other facilities close on their own accord, are closed by court or administrative order and/or have their licenses revoked, or (c) the City chooses to raise the license limit for that kind of facility at a future date.~~

5. The non-refundable application fee for a Medical Marijuana Facility license is \$1500 per license, and the annual fee for a Medical Marijuana Facility license shall be \$5000. The term of each license shall be one (1) year, beginning when the Licensee is granted a Certificate of Occupancy permit from the Building & Safety, Inspections Division.

- i. The \$5000 annual license fee begins and commences at the time of receipt of the Applicant's Certificate of Occupancy by the City.

D. Operation Without License Prohibited

- (1) Every Medical Marijuana establishment in the City of Flint shall be licensed pursuant to the terms and provisions set forth in this chapter. No person shall operate a Medical Marijuana establishment in the City without first obtaining a license. A Medical Marijuana establishment operation without a license under the provisions of this chapter or without a state license or approval pursuant to

the MMFLA, as amended from time to time, is hereby declared to be a public nuisance.

E. License Application Submission

- (1) Application for any Group "E", "F", or "G" Medical Marijuana license required by this Ordinance shall be made in writing to the Zoning Coordinator, and must be approved by the Planning Commission, and approved by the State of Michigan, prior to commencing operation. Upon the expiration of an existing license, a license will be automatically renewed by the City of Flint for one (1) year if the following conditions are met: (1) there are no uncured administrative violations in the prior year; (2) the applicant has paid the annual licensing fee for the renewal period; (3) any Stakeholder changes have been fully disclosed to the City of Flint; and (4) the applicant has paid and received the renewal of its State license.
- (2) An application for a Medical Marijuana Facility license required by this Ordinance shall contain the following:
 - i. The appropriate non-refundable application fee is \$1500 per license, and the annual license fee for a Medical Marijuana Facility license shall be \$5000, less the initial payment of the application fee for the first year only.

- ii. If the applicant is an individual, the applicant's name, date of birth, physical address, copy of government issued photo identification, email address, and one or more phone numbers, including emergency contact information;
- iii. If the applicant is not an individual, the names, dates of birth, physical addresses, copy of government issued photo identification, email addresses, and one or more phone numbers of each stakeholder of the applicant, including designation of the highest ranking stakeholder as an emergency contact person and contact information for the emergency contact person, articles of incorporation, assumed name registration documents, Internal Revenue Service SS-4 EIN confirmation letter, and a copy of the operating agreement of the applicant, if a limited liability company, a copy of the partnership agreement, if a partnership, or a copy of the by-laws or shareholder agreement, if a corporation;
- iv. The name and address of the proposed Medical Marihuana Facility and any additional contact information deemed necessary and requested by the City;
- v. For the applicant, for each Stakeholder of the applicant, an affirmation under oath as to whether they are at least 18 years of age and have never been indicted for, charged with, arrest for, or convicted or pled guilty or nolo contendere to, forfeited bail concerning, or had expunged any criminal offense under the laws of any jurisdiction, either felony or controlled-substance-related misdemeanor not including traffic violations, regardless of whether the offense has been expunged, pardoned, reversed on appeal or otherwise, including the date, name and location of the court, arresting agency, and prosecuting agency, the case caption, the docket number, the offense, the disposition, and the location and length of incarceration;
- vi. An affirmation under oath that the applicant, before hiring a prospective agent or employee of the applicant, and after, the holder of a license shall conduct a background

check of the prospective employee. If the background check indicates a pending charge or conviction within the past ten (10) years for a controlled substance-related felony, the applicant shall not hire the prospective employee or agent without written permission from the City Council;

- vii. A signed release authorizing the City of Flint Police Department to perform a criminal background check to ascertain whether the applicant, each Stakeholder of the applicant, each managerial employee and employee of the applicant meet the criteria set forth in this Ordinance;
- viii. The name, date of birth, physical address, copy of photo identification, and email address for any managerial employee or employee of the Medical Marihuana Facility, if other than the applicant;
- ix. An affirmation under oath as to whether the applicant or Stakeholder has ever applied for or has been granted any commercial license or certificate issued by a licensing authority in Michigan or any other jurisdiction that has been

denied, restricted, suspended, revoked, or not renewed and a statement describing the facts and circumstances concerning the application, denial, restriction, suspension, revocation, or nonrenewal, including the licensing authority, the date each action was taken, and the reason for each action;

- x. One of the following: (a) proof of ownership of the entire premises wherein the Medical Marihuana Facility is to be operated; or (b) written consent from the property owner for use of the premises in a manner requiring licensure under this Ordinance along with a copy of the lease for the premises **OR (C) A PURCHASE AGREEMENT EXECUTED BY BOTH THE APPLICANT AS PURCHASER AND THE SELLER OF THE PARCEL IN QUESTION;**
- xi. Proof of an adequate premise liability and casualty insurance policy in the amount not exceeding the requirements addressed in the Medical Marihuana Facilities Licensing Act **OR THE**

MRTMA or applicable State laws, covering the Medical Marihuana Facility and naming the City as an additional insured party, available for the payment of any damages arising out of an act or omission of the applicant or its stakeholders, agents, employees, or subcontractors;

- xii. A security plan for the Medical Marihuana Facility that contains a comprehensive diagram, including, but not limited to, any lighting, alarms, barriers, recording/monitoring devices, and/or security guard arrangements proposed for the facility and premises. The security plan must contain the specification details of each piece of security equipment. Each Medical Marihuana Facility must have a security guard present during business hours or alternative security procedures shall be proposed in the business plan;

1. Security cameras are required for any Group "E", "F" or "G" Special Regulated Use operation. For Group "E", "F", and "G" Special

Regulated Uses, the security plans most include details on the location and number of security cameras located on the premises, both on the interior and exterior. At a minimum, security cameras must be installed to capture all entry and exit doors, public counters, and parking lots;

2. The make and model of the security cameras must meet the Flint Project C.A.T.T. EYE specifications and the video feed made available to be monitored twenty-four hours/day by the Flint Police Department. Signs and decals are strongly encouraged to be posted within the Medical Marihuana establishment indicating the facility is part of Flint Project C.A.T.T. EYE.

- xiii. A floor plan of the Medical Marihuana

Facility, as well as a scale diagram illustrating the property upon which the Medical Marihuana Facility is to be operated, including all available parking spaces, and specifying which parking spaces, if any, are handicapped-accessible;

- xiv. An affidavit that neither the applicant nor any Stakeholder of the applicant is in default to the City. Specifically, that the applicant or Stakeholder of the applicant has not failed to pay any property taxes, special assessments, fines, fee or other financial obligations to the City;
- xv. An affidavit that the transfer of Marihuana to and from Medical Marihuana Facilities shall be in compliance with the MMMA and the Medical Marihuana Facilities Licensing Act **AND THE MRTMA** or other applicable state laws;
- xvi. A staffing plan complete with an organizational chart listing all individuals that includes position descriptions and the names of each person holding each position;
- xvii. Any proposed text or graphical materials to be shown on the exterior of

the proposed Medical Marihuana Facility;

- xviii. A business plan that includes a proposed marketing plan, scheduled tangible capital investment in the City including an explanation of the economic benefits to the City and job creation statistics. The plan should include both the short and long term goals and objectives of the business operation;
- xix. A location area map of the Medical Marihuana Facility and surrounding area that identifies the relative locations and the distances (closest property line to the subject Medical Marihuana Facility's building) to the subject Medical Marihuana Facility to the closest real property comprising a Pre-K-12 school; a place of worship; and any dedicated public park(s);
- xx. A facility sanitation plan to protect against any Marihuana being ingested by any person or animal, indicating how the waste will be stored and disposed of, and how any Marihuana will be rendered unusable upon disposal. Disposal by on-site burning or introduction

in the sewerage system is prohibited;

- xxi. A hazardous material plan, indicating what, if any, hazardous substances will be on the premises, in what quantities, the intended usage of such hazardous materials, and the plans for the disposal of such hazardous materials and/or their byproducts. All waste that is hazardous must be disposed of pursuant to Part 111 of 1994 PA 451, Hazardous Waste Management.
- xxii. A proposed patient **AND/OR CUSTOMER** recordkeeping plan that will track quantities sold to individual patients and caregivers, **AND/OR CUSTOMERS 21 YEARS OF AGE AND OLDER**, and will monitor inventory;
- xxiii. A description of procedures for testing of contaminants, including mold and pesticides;
- xxiv. An affirmation under oath that the applicant acknowledges the current status of federal marihuana law and agrees that, as a condition of receiving a license from the City of Flint, any plant(s) possessed by the applicant in excess of the licensed quantity of

plants permitted may be immediately confiscated for destruction without a hearing; and that the applicant agrees to waive any right of recourse against the City for any damages or restitution for the value of such excess plant(s).

- xxv. As it relates to a Growing or a Processing Facility **OR AN EXCESS GROWER**, the following additional items shall be required:

1. A grower plan that includes at a minimum a description of the Grower methods to be used, including plans for the growing mediums, treatments and/or additives;
2. A processing plan that includes at a minimum a description of the methods to be used;
3. A production testing plan that includes at a minimum a description of how and when samples for laboratory testing by a state approved Safety Compliance Facility will be

- selected, what type of testing will be requested, and how the test results will be used;
4. An affidavit that all operations will be conducted in conformance with the MMMA, the Medical Marihuana Facilities Licensing Act, **THE MRTMA**, or other applicable State laws and such operations shall not be cultivated on the premises at any one time more than the permitted number of Marihuana Plants per the Michigan Medical Marihuana Act, as amended, **THE MRTMA**, and the Medical Marihuana Facilities Licensing Act;
5. A Chemical and pesticide storage plan that states the names of the chemicals and pesticides to be used in a Growing or Processing Facility, and where and how pesticides and chemicals will be stored in the facility, along with a plan for the disposal of unused pesticides;
6. All Growers, **EXCESS GROWERS** and Processors must be performed within an Enclosed Locked Facility which may include indoors or in an enclosed greenhouse.
- (3) Upon receipt of a completed Medical Marihuana Facility application meeting the requirements of this Ordinance and ~~confirmation that the number of existing licenses does not exceed the maximum number established by resolution pursuant to 2(C);~~ above, the Zoning Coordinator shall refer a copy of the application to each of the following for their review and approval: the City Attorney or their designee, the Police Department or their designee, the Fire Department or their designee, the Building & Safety Inspections Division and the Director of Planning & Development or their designee. Once applications are verified by each department to be sufficiently complete and comprehensive, and no sooner,

the Zoning Coordinator shall forward the applications to the Planning Commission. The plans that are submitted for both preliminary review and final review, must be completed by a State of Michigan licensed Architect or Engineer. The plans must include all of the required elements mentioned in this section. Preliminary plans must be stamped and signed by the licensed architect or engineer who authored the plans. Final plans must be stamped, signed and sealed by the licensed architect or engineer who authored the plans.

(4) No application shall be approved unless:

- i. The Fire Department or designee and the Building & Safety Inspections Division have inspected the plans of the proposed location for compliance with all laws for which they are charged with enforcement;
- ii. The applicant, each Stakeholder of the applicant, and the managerial employees and employees of the applicant, have passed a criminal background check conducted by the State of Michigan;
- iii. The Zoning Coordinator has confirmed that the proposed location complies with the Zoning Code;

iv. The City Treasurer or their designee has confirmed that the applicant and each Stakeholder of the applicant are not in default to the City;

v. The City Attorney or their designee has completed a detailed review of the Medical Marihuana Facility application for compliance with the applicable state laws and City Ordinances.

(5) If written approval is given by each individual or department identified in subsection 1-5, the Zoning Coordinator shall submit the application to the Planning Commission for recommendation to the city council for the issuing of a license to the applicant. All licenses issued are contingent upon the State of Michigan issuing a license for the operation under State law.

(6) Licensees shall report any other change in the information required by subsection 4 above, to the City within ten (10) days of the change. Application Fees shall be set by Council Resolution for any Stakeholder added after the original Application is filed.

F. License Evaluation; **LIMITED ADMINISTRATIVE APPROVAL**

(1) The Planning Commission shall assess all applications pursuant to its authority under the city

zoning code and the terms outlined herein.

- (2) Past criminal convictions of the applicant or stakeholder will be evaluated. Convictions involving any of the following listed below, but not limited to, may result in denial of the application.

- i. Gambling;
- ii. Prostitution;
- iii. Weapons;
- iv. Violence;
- v. Tax evasion;
- vi. Fraudulent activity; and
- vii. Serious moral turpitude.

- (3) The Planning Commission shall consider the community impact of the proposed regulated use, including but not limited to the number of jobs created, the number of jobs that will be created specifically for City of Flint residents, and the overall impact on the character and growth of the surrounding neighborhood.

- (4) Further grounds for denial of the application may include a felony or misdemeanor of such nature that it may impair the ability of the applicant or stakeholder to operate a licensed business in a safe and competent manner.

- (5) The Planning Commission, in evaluating a license application, may consider whether the applicant or stakeholder has filed, or had filed against it, a

proceeding for bankruptcy within the past seven (7) years as grounds for denial.

- (6) The Planning Commission, in evaluating a license application, may consider whether the applicant or stakeholder has a history of noncompliance with any regulatory requirements in this state or any other jurisdiction as grounds for denial.

- (7) The Planning Commission may further impose any conditions or limitations upon the establishment, location, construction, maintenance or operations of regulated use as may in its judgment be necessary for the protection of the public interest. Any evidence and guarantee may be required as proof that the conditions stipulated in connection therewith will be fulfilled.

- (8) IF AN APPLICANT WHO ALREADY HOLDS AN SRU UNDER THIS SECTION SEEKS A RELATED RECREATIONAL MARIJUANA LICENSE PURSUANT TO THE MRTMA ON THE SAME SITE OF THAT EXISTING SRU, WITH NO MODIFICATION TO PREVIOUSLY APPROVED SITE PLANS OR FLOOR PLANS, AND THAT APPLICANT MAINTAINS A VALID AND RELATED MMFLA LICENSE WITH THE STATE OF MICHIGAN AND THE CITY OF FLINT, THAT APPLICATION MAY BE ADMINISTRATIVELY**

APPROVED IN
CONSULTATION WITH
THE PLANNING
COMMISSION CHAIR OR
THE CHAIR'S DESIGNEE,
AND ADDED TO THE
EXISTING SPECIAL
REGULATED USE PERMIT,
BY THE CITY'S ZONING
COORDINATOR UPON
PAYMENT OF A
NONREFUNDABLE
SPECIAL REGULATED USE
PERMIT APPLICATION
FEE.

G. Minimum Operating Standards of
Medical Marihuana Provisioning
Centers **AND RETAILERS**

The following minimum standards for
Provisioning Centers **AND RETAILERS** shall
apply

- (1) Operating hours limited to
between 8:00 a.m. and 7:00 p.m.
Monday through Saturday and
12:00 noon and 6:00 p.m.
Sunday;
- (2) If in a multi-use or multi-tenant
building, the Group "E" Special
Regulated Use shall not use
common entrances or entrances
off a common hall and must be
directly accessed from the
outside by its own separate
entrance;
 - i. If co-located with a
Group "F" Special
Regulated Use, the
structure must be a
minimum of 9,000
square feet, **IN A
SINGLE BUILDING
OR CUMULATIVELY
IN A COLLECTION
OF BUILDINGS**, and

must be separated by
walls, and accessible via
separate entrances
pursuant to state building
code.

- (3) Consumption of Marihuana shall
be prohibited on the premises of
a Provisioning Center **OR
RETAILER**, and a sign shall be
posted on the premises of each
Provisioning Center **OR
RETAILER** indicating that
consumption is prohibited on the
premises;
- (4) Pursuant to Section E., 2., xii., 1.
& 2., Provisioning Centers **AND
RETAILERS** shall
continuously monitor the entire
premises on which they are
operated with surveillance
systems that include security
cameras;
- (5) Unless permitted by the
MMMA, and **THE** Medical
Marihuana Facilities Licensing
Act, **THE MRTMA** or
applicable state law, public or
common areas of the
Provisioning Center **OR
RETAILER** must be separated
from restricted or non-public
areas of the provisioning center
OR RETAILER by a
permanent barrier. Unless
permitted by the MMMA, and
THE Medical Marihuana
Facilities Licensing Act, **THE
MRTMA** or applicable state
law, no Marihuana is permitted
to be stored, displayed, or
transferred in an area accessible
to the general public;
- (6) All Marihuana storage areas
within **THE** Provisioning Center
OR RETAILER must be

separated from any customer/patient areas by a permanent barrier. Unless permitted by the MMMA, and **THE** Medical Marihuana Facilities Licensing Act, **THE** MRTMA or applicable state law, no Marihuana is permitted to be stored in an area accessible by the general public or registered customers/patients. Marihuana may be displayed in a sales area only if permitted by the MMMA, **THE** MRTMA or the Medical Marihuana Facilities Licensing Act;

- (7) Any usable Marihuana remaining on the premises of a Provisioning Center **OR** **RETAILER** while the Provisioning **OR** **RETAILER** Center is not in operation shall be secured in a safe permanently affixed to the premises;
- (8) Drive-through window(s) on the premises of a Provisioning Center **OR** **RETAILER** shall not be permitted;
- (9) Provisioning Center **OR** **RETAILER** shall not allow the sale, consumption, or use of alcohol or tobacco products on the premises;
- (10) No Provisioning Center **OR** **RETAILER** shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the Provisioning Center **OR** **RETAILER** is operated;
- (11) The license required by this Ordinance shall be

prominently displayed on the premises of a Provisioning Center **OR** **RETAILER**;

- (12) The premises shall be open, at all times, to any Michigan ~~Medical~~ Marihuana ~~Licensing~~ **Board** **REGULATORY AGENCY** investigators, agents, auditors, the state police, local police, local fire inspectors or local building and safety inspection officials, without a warrant and without notice to the holder of the license, enter the premises, offices, facilities, or other places of business of a licensee, if evidence of compliance or noncompliance with the MMMA and **THE** Medical Marihuana Facilities Licensing Act, **THE** MRTMA or applicable state laws is likely to be found and consistent with constitutional limitations, for the following purposes:

- i. To inspect and examine all premises of ~~Medical~~ Marihuana Facility;
- ii. To inspect, examine, and audit relevant records of the licensee and, if the holder of the license or any of the managerial employees or employees fails to cooperate with an investigation, impound, seize, assume physical control of, or summarily remove from the premises all books, ledgers, documents, writings, photocopies, correspondence, records, and videotapes, including electronically

stored records, money receptacles, or equipment in which the records are stored;

iii. To inspect the person, and inspect or examine personal effects present in a ~~Medical~~ Marihuana Facility, of any holder of state operating license while that person is present in a ~~Medical~~ Marihuana Facility;

iv. To investigate alleged violations of the MMMA, and **THE** Medical Marihuana Facilities Licensing Act, **THE MRTMA** or applicable state laws.

H. Minimum Operating Standards of Commercial ~~Medical~~ Marihuana Growing Centers, **INCLUDING EXCESS GROWERS**

The following minimum standards for Growing Centers shall apply

(1) The Growing Facility shall comply at all times and in all circumstances with the Michigan Medical Marihuana Act, the Medical Marihuana Facilities Licensing Act, **THE MRTMA**, and the general rules of the Department of Licensing and Regulatory Affairs, as they may be amended from time to time;

(2) At no time and for any reason, shall the enclosed structure be open to the general public;

(3) No Growing Facility shall be operated in a manner creating

noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the Grower Facility is operated;

(4) Any Growing Facility shall maintain a log book and/or database indicating the number of Marihuana Plants therein. Each Marihuana Plant will be tagged as required by the MMMA, **THE MRTMA**, and Medical Marihuana Facilities Licensing Act;

(5) Pursuant to Section E., 2., xii., 1. & 2., Growing Centers shall continuously monitor the entire premises on which they are operated with surveillance systems that include security cameras.

(6) All Marihuana shall be contained within an Enclosed Locked Facility;

(7) All necessary building, electrical plumbing and mechanical permits shall be obtained for any portion of the structure in which electrical wiring, lighting and/or watering devices that support the Grower, growing or harvesting of Marihuana are located;

(8) That portion of the structure storing any chemicals such as herbicides, pesticides, and fertilizers shall be subject to inspection and approval by the City of Flint Fire Department to insure compliance with all applicable statutes, codes and ordinances;

(9) The dispensing of Medical Marihuana at the Growing Facility shall be prohibited;

i. If co-located with a Group "E" Special Regulated Use, Provisioning Center **OR RETAILER**, the structure must be a minimum of 9,000 square feet, **IN A SINGLE BUILDING OR CUMULATIVELY IN A COLLECTION OF BUILDINGS**, and must be separated by walls, and accessible via separate entrances pursuant to state building code.

ii. On such a co-located site, the dispensing of Medical Marihuana must only be in the area designated specifically as the Provisioning Center **OR RETAILER**.

(10) All persons working in direct contact with Marihuana shall conform to hygienic practices while on duty, including but not limited to:

i. Maintaining adequate personal cleanliness;

ii. Washing hands thoroughly in adequate hand-washing areas before starting work and at any other time when the hands may have become soiled or contaminated;

iii. Refraining from having direct contact with Marihuana if the person has or may have an illness, open lesion, including boils, sores or infected wounds, or any other abnormal source of microbial contamination, until the condition is corrected.

(11) Litter and waste shall be properly removed and the operating systems for waste disposal shall be maintained in an adequate manner so that they do not constitute a source of contamination in the areas where Marijuana is exposed.

(12) Floors, walls and ceilings shall be constructed in such a manner that they may be adequately cleaned and kept clean and in good repair;

(13) There shall be adequate screening or other protection against the entry or pests. Rubbish shall be disposed of so as to minimize the development of odor and minimize the potential for the waste development of odor and minimize the potential for waste becoming and attractant, harborage or breeding places for pests;

(14) Any buildings, fixtures and other facilities shall be maintained in a sanitary condition;

(15) Each Grower Facility shall provide its occupants with adequate and readily accessible toilet facilities that are

maintained in a sanitary condition and good repair;

- (16) Marihuana that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms;
- (17) Grower Facility shall be free from infestation by insects, rodents, birds, or vermin or any kind;
- (18) The Center must be located in a structure that is a minimum of 2,000 square feet, for a class a licensed grower, 5,000 square feet for a class b licensed grower, and 8,000 square feet for a class c licensed grower **OR EXCESS GROWER, IN A SINGLE BUILDING OR CUMULATIVELY IN A COLLECTION OF BUILDINGS.** The building(S) may be split among multiple state licensed growers, and processing centers, given that there are walls or partitions erected between them and approved by Building and Safety Inspection officials, pursuant to state building code.
- (19) A Growing Center shall provide only wholesale products for the use at other Medical Marihuana Provisioning Centers **OR RETAILERS.**
- (20) The premises shall be open, at all times, to any Michigan ~~Medical—Marihuana Licensing—Board~~ **REGULATORY AGENCY** investigators, agents, auditors,

the state police, local police, local fire inspectors or local building and safety inspection officials, without a warrant and without notice to the holder of the license, enter the premises, offices, facilities, or other places of business of a licensee, if evidence of compliance or noncompliance with the MMMA and Medical Marihuana Facilities Licensing Act, **THE MRTMA**, or applicable state laws is likely to be found and consistent with constitutional limitations, for the following purposes:

- i. To inspect and examine all premises of ~~Medical~~ Marihuana Facility;
- ii. To inspect, examine, and audit relevant records of the licensee and, if the holder of the license or any of the managerial employees or employees fails to cooperate with an investigation, impound, seize, assume physical control of, or summarily remove from the premises all books, ledgers, documents, writings, photocopies, correspondence, records, and videotapes, including electronically stored records, money receptacles, or equipment in which the records are stored;
- iii. To inspect the person, and inspect or examine personal effects present in a ~~Medical~~ Marihuana Facility, of any holder of

state operating license while that person is present in a ~~Medical~~ Marihuana Facility;

- iv. To investigate alleged violations of the MMMA, **THE MRTMA**, and Medical Marihuana Facilities Licensing Act or applicable state laws.

I. Minimum Operating Standards of Commercial ~~Medical~~ Marihuana Processing Center

The following minimum standards for Processing Centers shall apply:

- (1) The Processor shall comply at all times and in all circumstances with the Michigan Medical Marihuana Act, the Medical Marihuana Facilities Licensing Act, **THE MRTMA**, and the general rules of the Department of Licensing and Regulatory Affairs, as they may be amended from time to time;
- (2) Consumption and/or use of Marihuana shall be prohibited at the Processor Facility;
- (3) All activity related to the Processor Facility shall be done indoors;
- (4) The premises shall be open, at all times, to any Michigan ~~Medical—Marihuana Licensing Board~~ **REGULATORY AGENCY** investigators, agents, auditors, the state police, local police, local fire inspectors or local building and safety inspection officials, without a

warrant and without notice to the licensee, enter the premises, offices, facilities, or other places of business of a licensee, if evidence of compliance or noncompliance with the MMMA, **THE MRTMA**, and Medical Marihuana Facilities Licensing Act or applicable state laws is likely to be found and consistent with constitutional limitations, for the following purposes:

- i. To inspect and examine all premises of ~~Medical~~ Marihuana Facilities;
- ii. To inspect, examine, and audit relevant records of the licensee and, if the licensee or any managerial employees or employees fails to cooperate with an investigation, impound, seize, assume physical control of, or summarily remove from the premises all books, ledgers, documents, writings, photocopies, correspondence, records, and videotapes, including electronically stored records, money receptacles, or equipment in which the records are stored;
- iii. To inspect the person, and inspect or examine personal effects present in a ~~Medical~~ Marihuana Facility, of any holder of state operating license while that person is present in a ~~Medical~~ Marihuana Facility;

- iv. To investigate alleged violations of the MMMA and Medical Marihuana Facilities Licensing Act, **THE MRTMA**, or applicable state laws.
- (5) Any Processor Facility shall maintain a log book and/or database which complies with the MMMA, as amended, **THE MRTMA** and Medical Marihuana Facilities Licensing Act or applicable state laws;
- (6) All Marihuana shall be tagged as required by the MMMA, the Medical Marihuana Facilities Licensing Act, **THE MRTMA**, or applicable state laws;
- (7) All Marihuana shall be contained within Enclosed Locked Facility in accordance with the MMMA, as amended;
- (8) All necessary building, electrical plumbing and mechanical permits shall be obtained for any portion of the structure in which electrical wiring for devices that support the processing of Marihuana are located;
- (9) That portion of the structure where the storage of any chemicals are located shall be subject to inspection and approval by the City of Flint Fire Department to insure compliance with all applicable statutes, codes and ordinances;
- (10) The dispensing of ~~Medical~~ Marihuana at the Processor facility shall be prohibited;
 - i. If co-located with a Group "E" Special Regulated Use, Provisioning Center **OR RETAILER**, the structure must be a minimum of 9,000 square feet, **IN A SINGLE BUILDING OR CUMULATIVELY IN A COLLECTION OF BUILDINGS**, and must be separated by walls, and accessible via separate entrances pursuant to state building code.
 - ii. On such a co-located site, the dispensing of ~~Medical~~ Marihuana must only be in the area designated specifically as the Provisioning Center **OR RETAILER**.
- (11) All persons working in direct contact with Marihuana shall conform to hygienic practices while on duty, including but not limited to:
 - i. Maintaining adequate personal cleanliness;
 - ii. Washing hands thoroughly in adequate hand-washing areas before starting work and at any other time when the hands may have become soiled or contaminated;
 - iii. Refraining from having direct contact with Marihuana if the person has or may have an illness, open lesion,

including boils, sores or infected wounds, or any other abnormal source of microbial contamination, until the condition is corrected.

- (12) Litter and waste shall be properly removed and the operating systems for waste disposal are maintained in an adequate manner so that they do not constitute a source of contamination in areas where Marihuana is exposed;
- (13) Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately cleaned and kept clean and in good repair;
- (14) There shall be adequate screening or other protection against the entry or pests. Rubbish shall be disposed of so as to minimize the development of odor and minimize the potential for the waste development of odor and minimize the potential for waste becoming and attractant, harborage or breeding places for pests;
- (15) Any buildings, fixtures and other facilities shall be maintained in a sanitary condition;
- (16) Each Processor Facility shall provide its occupants with adequate and readily accessible toilet facilities that are maintained in a sanitary condition and good repair;
- (17) Marihuana that can support the rapid growth of

undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms;

- (18) Processor Facility shall be free from infestation by insects, rodents, birds, or vermin or any kind;
- (19) Processor Facility shall produce no products other than useable Marihuana intended for human consumption.
- (20) The Center must be located in a structure that is a minimum of 3,000 square feet. The building may be split among multiple state licensed growers and processors, given that there are walls or partitions erected between them and approved by BSI officials, pursuant to state building code.
- (21) A Growing Center shall provide only wholesale products for the use at other ~~Medical~~ Marihuana Provisioning Centers **OR RETAILERS.**

J. Minimum Operating Standards of Commercial ~~Medical~~ Marihuana Secure Transport Facility

The following minimum standards for Secure Transporter shall apply

- (1) The Secure Transporter shall comply at all times with the Michigan Medical Marihuana Act, the Medical Marihuana Facilities Licensing Act, **THE MRTMA**, the Marihuana Tracking Act and the general rules of the Department of Licensing and Regulatory

Affairs, as they may be amended from time to time.

(2) Consumption and or use of marihuana shall be prohibited at a facility of a Secure Transporter.

(3) Storage of ~~Medical~~ Marihuana by a Secure Transporter shall comply with the following:

- i. Pursuant to Section E., 2., xii., 1. & 2., Secure Transport Facilities shall continuously monitor the entire premises on which they are operated with surveillance systems that include security cameras.
- ii. The storage facility shall not be used for any other commercial purpose.
- iii. The storage facility shall not be open or accessible to the general public.
- iv. The storage facility shall be maintained and operated so as to comply with all state and local rules, regulations and ordinance.
- v. The storage facility shall be open at all times to any Michigan ~~Medical Marihuana~~ ~~Licensing Board~~ **REGULATORY AGENCY** investigator, local or state police officers, local fire inspectors or local building and safety inspection officials, without a warrant and without notice to the

holder of the license, enter the premises, offices, facilities or other places of business of a licensee, if evidence of compliance or non-compliance with the MMMA and Medical Marihuana Facilities Licensing Act, **THE MRTMA**, or applicable state laws is likely to be found and consistent with constitutional limitations for the following purposes:

1. To inspect and examine all premises of ~~Medical~~ Marihuana Facility;
2. To inspect, examine and audit relevant records of the licensee and, if the holder of the license or any of the managerial employees or employees fails to cooperate with an investigation, impound, seize, assume physical control of, or summarily remove from the premises all books, ledgers, documents, writings, photocopies, correspondence, records, and

videotapes,
including
electronically
stored records,
money
receptacles, or
equipment in
which the records
are stored;

3. To inspect the person(s), and inspect or examine personal effects present, in a ~~Medical~~ Marihuana Facility, of any holder or state operating license while that person is present in a ~~Medical~~ Marihuana Facility;
4. To investigate alleged violations of the MMMA and ~~Medical~~ Marihuana Facilities Licensing Act, **THE MRTMA**, or applicable state laws.
- vi. All marihuana stored within the facility shall be stored within Enclosed Locked Facilities in accordance with the MMMA as amended.
- vii. All persons working in direct contact with marihuana being stored by a secure transporter

shall conform to hygienic practices while on duty, including but not limited to:

1. Maintaining adequate personal cleanliness;
 2. Washing hands thoroughly inadequate hand washing areas before starting work and at any other time when the hands may have become soiled or contaminated;
 3. Refrain from having direct contact with marihuana if the person has or may have an illness, open lesion, including boils, sores or infected wounds, or any other abnormal source of microbial contamination, until the condition is corrected.
- (4) A Secure Transporter licensee and each stakeholder shall not have an interest in a Growing, Processor, Provisioning, or Safety Compliance Facility and shall not be a registered qualifying patient or a registered primary caregiver.

(5) A Secure Transporter shall enter all transactions, current inventory, and other information as required by the state into the statewide monitoring system as required by law.

(6) A Secure Transporter shall comply with all of the following:

- i. Each driver transporting marihuana must have a chauffeur's license issued by the state;
- ii. Each employee who has custody of marihuana or money that is related to a marihuana transaction shall not have been convicted of or released from incarceration for a felony under the laws of this state, any other state, or the United States within the past five (5) years or have been convicted of a misdemeanor involving a controlled substance with the past five (5) years;
- iii. Each vehicle shall be operated with a two person crew with at least one individual remaining with the vehicle at all times during the transportation of marihuana;
- iv. A route plan and manifest shall be entered into the statewide monitoring system, and a copy shall be carried in the transporting vehicle

and presented to a law enforcement officer upon request;

v. The Medical Marihuana shall be transported by one or more sealed containers and not be accessible while in transit;

vi. A secure transporting vehicle shall not bear markings or other indication that it is carrying Medical Marihuana or a marihuana infused product.

(7) A vehicle used by a Secure Transporter is subject to administrative inspection by a law enforcement officer at any point during the transportation of Medical Marihuana to determine compliance with all state and local laws, rules, regulations and ordinances.

K. Minimum Operating Standards of Commercial Medical Marihuana Safety Compliance Facility

The following minimum standards for Safety Compliance facilities shall apply

(1) The Safety Compliance Facility shall comply at all times and in all circumstances with the MMMA and Medical Marihuana Facilities Licensing Act or applicable State laws, , **THE MRTMA**, and the general rules of the Department of Licensing and Regulatory Affairs, as they may be amended from time to time;

(2) Consumption and/or use of Marihuana shall be prohibited at the facility;

(3) The premises shall be open, at all times, to any Michigan Medical—Marihuana Licensing Board **REGULATORY AGENCY** investigators, agents, auditors, the state police, local police, local fire inspectors or local building and safety inspection officials, without a warrant and without notice to the licensee, enter the premises, offices, facilities, or other places of business of a licensee, if evidence of compliance or noncompliance with the MMMA and Medical Marihuana Facilities Licensing Act, **THE MRTMA**, or applicable state laws is likely to be found and consistent with constitutional limitations, for the following purposes:

- i. To inspect and examine all premises of Medical Marihuana Facilities;
- ii. To inspect, examine, and audit relevant records of the licensee and, if the licensee or any managerial employees or employees fails to cooperate with an investigation, impound, seize, assume physical control of, or summarily remove from the premises all books, ledgers, documents, writings, photocopies, correspondence, records, and videotapes, including electronically stored records, money

receptacles, or equipment in which the records are stored;

iii. To inspect the person, and inspect or examine personal effects present in a Medical Marihuana Facility, of any holder of state operating license while that person is present in a Medical Marihuana Facility;

iv. To investigate alleged violations of the MMMA and Medical Marihuana Facilities Licensing Act, **THE MRTMA**, or applicable state laws.

(4) Any Safety Compliance Facility shall maintain a log book and/or database which complies with the MMMA, **THE MRTMA** and Medical Marihuana Facilities Licensing Act or applicable state laws;

(5) All Medical Marihuana shall be contained within the building in an enclosed, locked facility in accordance with the MMMA, as amended, **THE MRTMA** and Medical Marihuana Facilities Licensing Act or applicable state laws;

(6) There shall be no other accessory uses permitted within the same facility other than those associated with testing Medical Marihuana;

(7) All persons working in direct contact with Medical Marihuana shall conform to hygienic practices while on duty;

- (8) Litter and waste shall be properly removed and the operating systems for waste disposal shall be maintained in an adequate manner so that they do not constitute a source of contamination in areas where Medical Marihuana is exposed;
- (9) Floors, walls and ceilings shall be constructed in such a manner that they may be adequately cleaned and kept clean and in good repair;
- (10) Any buildings, fixtures and other facilities shall be maintained in a sanitary condition;
- (11) ~~Medical~~-Marihuana that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms;
- (12) The premises shall be open, at all times, to any Michigan ~~Medical Marihuana Licensing Board~~ **REGULATORY AGENCY** investigators, agents, auditors, the state police, local police, local fire inspectors or local building and safety inspection officials, without a warrant and without notice to the holder of the license, enter the premises, offices, facilities, or other places of business of a licensee, if evidence of compliance or noncompliance with the MMMA and Medical Marihuana Facilities Licensing Act, **THE MRTMA**, or applicable state laws is likely to be found and consistent with constitutional

limitations, for the following purposes:

- i. To inspect and examine all premises of Medical Marihuana Facility.
- ii. To inspect, examine, and audit relevant records of the licensee and, if the holder of the license or any of the managerial employees or employees fails to cooperate with an investigation, impound, seize, assume physical control of, or summarily remove from the premises all books, ledgers, documents, writings, photocopies, correspondence, records, and videotapes, including electronically stored records, money receptacles, or equipment in which the records are stored.
- iii. To inspect the person, and inspect or examine personal effects present in a Medical Marihuana Facility, of any holder of state operating license while that person is present in a Medical Marihuana Facility.
- iv. To investigate alleged violations of the MMMA and Medical Marihuana Facilities Licensing Act, **THE MRTMA**, or applicable state laws.

L. MINIMUM OPERATING STANDARDS OF

**MARIJUANA
MICROBUSINESSES**

**THE FOLLOWING MINIMUM
STANDARDS FOR
MICROBUSINESSES SHALL
APPLY:**

- (1) OPERATING HOURS FOR
RETAIL CUSTOMERS
SHALL LIMITED TO
BETWEEN 8:00 A.M. AND
7:00 P.M. MONDAY
THROUGH SATURDAY
AND 12:00 NOON AND 6:00
P.M. SUNDAY;**
- (2) A MICROBUSINESS SHALL
NOT BE CO-LOCATED ON
THE SAME PARCEL WITH
ANOTHER GROUP "E" OR
GROUP "F" SPECIAL
REGULATED USE;**
- (3) CONSUMPTION OF
MARIHUANA SHALL BE
PROHIBITED ON THE
PREMISES OF A
MICROBUSINESS, AND A
SIGN SHALL BE POSTED
ON THE PREMISES OF
EACH MICROBUSINESS
INDICATING THAT
CONSUMPTION IS
PROHIBITED ON THE
PREMISES;**
- (4) PURSUANT TO SECTION
E., 2., XII., 1. & 2.,
MICROBUSINESSES
SHALL CONTINUOUSLY
MONITOR THE ENTIRE
PREMISES ON WHICH
THEY ARE OPERATED
WITH SURVEILLANCE
SYSTEMS THAT INCLUDE
SECURITY CAMERAS;**

**(5) UNLESS PERMITTED BY
THE MMMA, THE
MEDICAL MARIHUANA
FACILITIES LICENSING
ACT, THE MRTMA OR
APPLICABLE STATE LAW,
PUBLIC OR COMMON
AREAS OF THE
MICROBUSINESS MUST BE
SEPARATED FROM
RESTRICTED OR NON-
PUBLIC AREAS OF THE
PROVISIONING CENTER
OR RETAILER BY A
PERMANENT BARRIER.
UNLESS PERMITTED BY
THE MMMA, THE
MEDICAL MARIHUANA
FACILITIES LICENSING
ACT, THE MRTMA OR
APPLICABLE STATE LAW,
NO MARIHUANA IS
PERMITTED TO BE
STORED, DISPLAYED, OR
TRANSFERRED IN AN
AREA ACCESSIBLE TO
THE GENERAL PUBLIC;**

**(6) ALL MARIHUANA
STORAGE, GROW AND/OR
PROCESSING AREAS
WITHIN THE
MICROBUSINESS MUST BE
SEPARATED FROM ANY
CUSTOMER/PATIENT
AREAS BY A PERMANENT
BARRIER. UNLESS
PERMITTED BY THE
MMMA, THE MEDICAL
MARIHUANA FACILITIES
LICENSING ACT, THE
MRTMA OR APPLICABLE
STATE LAW, NO
MARIHUANA IS
PERMITTED TO BE
STORED IN AN AREA
ACCESSIBLE BY THE
GENERAL PUBLIC OR**

REGISTERED
CUSTOMERS/PATIENTS.
MARIHUANA MAY BE
DISPLAYED IN A SALES
AREA ONLY IF
PERMITTED BY THE
MMMA, THE MRTMA OR
THE MEDICAL
MARIHUANA FACILITIES
LICENSING ACT;

- (7) ANY USABLE MARIHUANA
REMAINING ON THE
PREMISES OF A
MICROBUSINESS WHILE
THE MICROBUSINESS IS
NOT IN OPERATION
SHALL BE SECURED IN A
SAFE PERMANENTLY
AFFIXED TO THE
PREMISES;
- (8) DRIVE-THROUGH
WINDOW(S) ON THE
PREMISES OF A
MICROBUSINESS SHALL
NOT BE PERMITTED;
- (9) MICROBUSINESS SHALL
NOT ALLOW THE SALE,
CONSUMPTION, OR USE
OF ALCOHOL OR
TOBACCO PRODUCTS ON
THE PREMISES;
- (10) NO MICROBUSINESS
SHALL BE OPERATED IN A
MANNER CREATING
NOISE, DUST, VIBRATION,
GLARE, FUMES, OR
ODORS DETECTABLE TO
NORMAL SENSES BEYOND
THE BOUNDARIES OF THE
PROPERTY ON WHICH
THE MICROBUSINESS IS
OPERATED;
- (11) THE LICENSE
REQUIRED BY THIS

ORDINANCE SHALL BE
PROMINENTLY
DISPLAYED ON THE
PREMISES OF A
MICROBUSINESS;

- (12) THE PREMISES
SHALL BE OPEN, AT ALL
TIMES, TO ANY
MICHIGAN MARIHUANA
REGULATORY AGENCY
INVESTIGATORS, AGENTS,
AUDITORS, THE STATE
POLICE, LOCAL POLICE,
LOCAL FIRE INSPECTORS
OR LOCAL BUILDING AND
SAFETY INSPECTION
OFFICIALS, WITHOUT A
WARRANT AND WITHOUT
NOTICE TO THE HOLDER
OF THE LICENSE, ENTER
THE PREMISES, OFFICES,
FACILITIES, OR OTHER
PLACES OF BUSINESS OF
A LICENSEE, IF EVIDENCE
OF COMPLIANCE OR
NONCOMPLIANCE WITH
THE MMMA AND THE
MEDICAL MARIHUANA
FACILITIES LICENSING
ACT, THE MRTMA OR
APPLICABLE STATE LAWS
IS LIKELY TO BE FOUND
AND CONSISTENT WITH
CONSTITUTIONAL
LIMITATIONS, FOR THE
FOLLOWING PURPOSES:

- i. TO INSPECT AND
EXAMINE ALL
PREMISES OF
MARIHUANA
FACILITY;
- ii. TO INSPECT,
EXAMINE, AND
AUDIT RELEVANT
RECORDS OF THE
LICENSEE AND, IF

THE HOLDER OF
THE LICENSE OR
ANY OF THE
MANAGERIAL
EMPLOYEES OR
EMPLOYEES FAILS
TO COOPERATE
WITH AN
INVESTIGATION,
IMPOUND, SEIZE,
ASSUME PHYSICAL
CONTROL OF, OR
SUMMARILY
REMOVE FROM THE
PREMISES ALL
BOOKS, LEDGERS,
DOCUMENTS,
WRITINGS,
PHOTOCOPIES,
CORRESPONDENCE,
RECORDS, AND
VIDEOTAPES,
INCLUDING
ELECTRONICALLY
STORED RECORDS,
MONEY
RECEPTACLES, OR
EQUIPMENT IN
WHICH THE
RECORDS ARE
STORED;

- iii. TO INSPECT THE
PERSON, AND
INSPECT OR
EXAMINE
PERSONAL EFFECTS
PRESENT IN A
MARIHUANA
FACILITY, OF ANY
HOLDER OF STATE
OPERATING
LICENSE WHILE
THAT PERSON IS
PRESENT IN A
MARIHUANA
FACILITY;

iv. TO INVESTIGATE
ALLEGED
VIOLATIONS OF
THE MMMA, AND
THE MEDICAL
MARIHUANA
FACILITIES
LICENSING ACT,
THE MRTMA OR
APPLICABLE STATE
LAWS.

- (13) THE
MICROBUSINESS SHALL
COMPLY AT ALL TIMES
AND IN ALL
CIRCUMSTANCES WITH
THE MICHIGAN MEDICAL
MARIHUANA ACT, THE
MEDICAL MARIHUANA
FACILITIES LICENSING
ACT, , THE MRTMA, AND
THE GENERAL RULES OF
THE DEPARTMENT OF
LICENSING AND
REGULATORY AFFAIRS,
AS THEY MAY BE
AMENDED FROM TIME TO
TIME;

- (14) ANY
MICROBUSINESS SHALL
MAINTAIN A LOG BOOK
AND/OR DATABASE
INDICATING THE
NUMBER OF MARIHUANA
PLANTS THEREIN. EACH
MARIHUANA PLANT WILL
BE TAGGED AS REQUIRED
BY THE MMMA AND
MEDICAL MARIHUANA
FACILITIES LICENSING
ACT;

- (15) ALL NECESSARY
BUILDING, ELECTRICAL
PLUMBING AND
MECHANICAL PERMITS
SHALL BE OBTAINED FOR

ANY PORTION OF THE
STRUCTURE IN WHICH
ELECTRICAL WIRING,
LIGHTING AND/OR
WATERING DEVICES
THAT SUPPORT THE
MICROBUSINESSES'
GROWING OR
HARVESTING OF
MARIHUANA ARE
LOCATED;

(16) THAT PORTION OF
THE STRUCTURE
STORING ANY
CHEMICALS SUCH AS
HERBICIDES, PESTICIDES,
AND FERTILIZERS SHALL
BE SUBJECT TO
INSPECTION AND
APPROVAL BY THE CITY
OF FLINT FIRE
DEPARTMENT TO INSURE
COMPLIANCE WITH ALL
APPLICABLE STATUTES,
CODES AND ORDINANCES;

(17) ALL PERSONS
WORKING IN DIRECT
CONTACT WITH
MARIHUANA SHALL
CONFORM TO HYGIENIC
PRACTICES WHILE ON
DUTY, INCLUDING BUT
NOT LIMITED TO:

I. MAINTAINING
ADEQUATE
PERSONAL
CLEANLINESS;

II. WASHING HANDS
THOROUGHLY IN
ADEQUATE HAND-
WASHING AREAS
BEFORE STARTING
WORK AND AT ANY
OTHER TIME WHEN
THE HANDS MAY

HAVE BECOME
SOILED OR
CONTAMINATED;

iii. REFRAINING FROM
HAVING DIRECT
CONTACT WITH
MARIHUANA IF THE
PERSON HAS OR
MAY HAVE AN
ILLNESS, OPEN
LESION, INCLUDING
BOILS, SORES OR
INFECTED WOUNDS,
OR ANY OTHER
ABNORMAL
SOURCE OF
MICROBIAL
CONTAMINATION,
UNTIL THE
CONDITION IS
CORRECTED.

(18) LITTER AND WASTE
SHALL BE PROPERLY
REMOVED AND THE
OPERATING SYSTEMS
FOR WASTE DISPOSAL
SHALL BE MAINTAINED
IN AN ADEQUATE
MANNER SO THAT THEY
DO NOT CONSTITUTE A
SOURCE OF
CONTAMINATION IN THE
AREAS WHERE
MARIJUANA IS EXPOSED.

(19) FLOORS, WALLS
AND CEILINGS SHALL BE
CONSTRUCTED IN SUCH A
MANNER THAT THEY
MAY BE ADEQUATELY
CLEANED AND KEPT
CLEAN AND IN GOOD
REPAIR;

(20) THERE SHALL BE
ADEQUATE SCREENING
OR OTHER PROTECTION

AGAINST THE ENTRY OR PESTS. RUBBISH SHALL BE DISPOSED OF SO AS TO MINIMIZE THE DEVELOPMENT OF ODOR AND MINIMIZE THE POTENTIAL FOR THE WASTE DEVELOPMENT OF ODOR AND MINIMIZE THE POTENTIAL FOR WASTE BECOMING AND ATTRACTANT, HARBORAGE OR BREEDING PLACES FOR PESTS;

(21) ANY BUILDINGS, FIXTURES AND OTHER FACILITIES SHALL BE MAINTAINED IN A SANITARY CONDITION;

(22) EACH MICROBUSINESS FACILITY SHALL PROVIDE ITS OCCUPANTS WITH ADEQUATE AND READILY ACCESSIBLE TOILET FACILITIES THAT ARE MAINTAINED IN A SANITARY CONDITION AND GOOD REPAIR;

(23) MARIHUANA THAT CAN SUPPORT THE RAPID GROWTH OF UNDESIRABLE MICROORGANISMS SHALL BE HELD IN A MANNER THAT PREVENTS THE GROWTH OF THESE MICROORGANISMS;

(24) MICROBUSINESSES SHALL BE FREE FROM INFESTATION BY INSECTS, RODENTS, BIRDS, OR VERMIN OR ANY KIND;

(25) ALL GROWING, PROCESSING AND RETAIL ACTIVITY RELATED TO THE MICROBUSINESS SHALL BE DONE INDOORS;

M. Location of Group "E" Special Regulated Uses

(1) Group "E" Special Regulated Uses shall be limited to the "D-5", "D-6", "E", "F", & "G" zoning districts. ~~For these Special Regulated Uses there shall be no other accessory uses permitted within the same facility other than those associated with the Provisioning of Medical Marijuana to registered patients.~~

(2) Group "E" Special Regulated Uses. An application to establish a Group "E" Special Regulated Use shall not be approved if there is already in existence four or more Group "A" or Group "E" Special Regulated Uses within 2,000 feet of the boundaries of the site of the proposed regulated use.

(3) Group "E" Special Regulated Use. An application to establish a Group "E" Special Regulated Use shall not be approved if the proposed location is within 1,000 feet of a Pre-K through 12 school, or within 500 feet from a dedicated public park (except for the trail, known as the flint river trail/iron belle trail, itself, where the principal use of the park space is for the flint river trail) or place of worship; or if the proposed location is within 300 feet of a residential property or residentially zoned district,

**UNLESS OTHERWISE
EXEMPTED BY CITY
CODE.**

- (4) Medical Research Facility Exemption - a medical research facility is bound by the locational standards for its proposed medical marihuana-related uses, including those set forth for groups "e," "f" or "g," except that the 300 foot residential zone exclusion does not apply. Such medical research facilities must still be 1,000 feet from pre-k through 12 schools, and 500 feet from places of worship and dedicated public parks.

N. Location of Group "F" and ~~"G"~~ Special Regulated Uses

- (1) Group "F" and ~~"G"~~ Special Regulated Uses shall be limited to the "E", "F", & "G" industrial zoning districts. For Special Regulated Uses there shall be no other accessory uses permitted within the same facility.
- (2) Group "F" and ~~"G"~~ Special Regulated Use. An application to establish a Group "F" and ~~"G"~~ Special Regulated Use shall not be approved if the proposed location is within 1,000 feet of a Pre-K through 12 school, or within 500 feet from a dedicated public park (except for the trail, known as the flint river trail/iron belle trail, itself, where the principal use of the park space is for the flint river trail), or place of worship; or if the proposed location is within 300 feet of a residential property or residentially zoned district, **UNLESS OTHERWISE**

**EXEMPTED BY CITY
CODE.**

- (3) Medical Research Facility Exemption - a medical research facility is bound by the locational standards for its proposed medical marihuana-related uses, including those set forth for groups "e," "f" or "g," except that the 300 foot residential zone exclusion does not apply. Such medical research facilities must still be 1,000 feet from pre-k through 12 schools, and 500 feet from places of worship and dedicated public parks.

**O. LOCATION OF GROUP "G"
SPECIAL REGULATED USES**

- (1) GROUP "G" SPECIAL REGULATED USES SHALL BE LIMITED TO THE "D-3," "D-4," "D-5," "D-6," "E," "F," & "G" ZONING DISTRICTS.
- (2) GROUP "G" SPECIAL REGULATED USE. AN APPLICATION TO ESTABLISH A GROUP "G" SPECIAL REGULATED USE SHALL NOT BE APPROVED IF THE PROPOSED LOCATION IS WITHIN 1,000 FEET OF A PRE-K THROUGH 12 SCHOOL, OR WITHIN 500 FEET FROM A DEDICATED PUBLIC PARK (EXCEPT FOR THE TRAIL, KNOWN AS THE FLINT RIVER TRAIL/IRON BELLE TRAIL, ITSELF, WHERE THE PRINCIPAL USE OF THE PARK SPACE IS FOR THE FLINT RIVER TRAIL) OR PLACE OF WORSHIP; OR IF THE PROPOSED

**LOCATION IS WITHIN 300
FEET OF A RESIDENTIAL
PROPERTY OR
RESIDENTIALLY ZONED
DISTRICT, UNLESS
OTHERWISE EXEMPTED
BY CITY CODE.**

P. Denial and Revocation

(1) A license issued under this Ordinance may be revoked after an administrative hearing at which the Planning Commission by majority vote of members present, determines that any grounds for revocation under this Ordinance exist. Notice of the time and place of the Hearing and the grounds for revocation must be given to the holder of license at least five days prior to the date of the hearing, by first class mail to the address given on the license application; a licensee whose license is subject of such Hearing may present evidence and/or call witnesses at the Hearing;

(2) A license applied for or issued under this Ordinance may be denied or revoked on any of the following basis:

i. Violation of this Ordinance;

ii. Any conviction of or release from incarceration for a felony under the laws of this State, any other state, or the United States within the past five (5) years by the Applicant or any stakeholder of the Applicant as measured

from the date of the Application or the date of becoming a stakeholder, whichever occurs later, or while licensed under this Ordinance; or any conviction of a substance-related felony by the Applicant or any stakeholder of the Applicant ever or while licensed under this Ordinance;

iii. Commission of fraud or misrepresentation or the making of a false statement by the Applicant or any stakeholder of the Applicant while engaging in any activity for which this Ordinance requires a license;

iv. Sufficient evidence that the Applicant(s) lack, or have failed to demonstrate, the requisite professionalism and/or business experience required to assure strict adherence to this Ordinance and the rules and regulations governing the Medical Marihuana Program, **THE MMFLA, AND/OR THE MRTMA**, in the State of Michigan;

v. The Medical-Marihuana Facility is determined by the City of Flint to have become a public nuisance;

- vi. The Michigan Medical Marijuana Licensing Board-REGULATORY AGENCY has denied, revoked or suspended the applicant's state license.

- (3) Any Special Regulated Use that ceases for more than 30 days shall not be resumed except by application and approval pursuant to §50-162, unless the hiatus is caused by a temporary revocation or suspension of the license and is pending a Planning Commission hearing.

Q. RESIDENT-INITIATED

HEARINGS; Penalties; Temporary Suspension of a License; Seizure and Forfeiture

- (1) A PERSON, WHO LIVES, WORKS, AND/OR REGULARLY VISITS A NEIGHBORHOOD IN WHICH A MARIJUANA FACILITY IS LOCATED, MAY MAKE A FORMAL COMPLAINT TO THE ZONING COORDINATOR OR HIS/HER DESIGNEE REGARDING ANY NUISANCE(S) OR VIOLATIONS OF CITY CODE BY THE FACILITY, INCLUDING BY NOT LIMITED TO NUISANCES CAUSED BY ITS CUSTOMERS OR ITS EMPLOYEES, WHICH SHALL TRIGGER A CASE REVIEW AT THE NEXT AVAILABLE PLANNING COMMISSION MEETING.

- i. THE COMPLAINANT AND THE LICENSEE, AS RESPONDENT

FOR THE MARIJUANA FACILITY, SHALL BE NOTIFIED OF THE DATE AND TIME OF THE CASE REVIEW.

- ii. THE COMPLAINANT, THE RESPONDENT LICENSEE, AND ANY MEMBER(S) OF THE PUBLIC MAY ADDRESS THE PLANNING COMMISSION TO ADDRESS THE ALLEGATIONS AND THE ISSUES GIVING RISE THERETO.

- iii. IF THIS CASE REVIEW PROCESS DOES NOT ADDRESS AND CORRECT THE ISSUE(S) GIVING RISE TO THE COMPLAINT(S), AFTER SUFFICIENT TIME FOR THE RESPONDENT TO INITIATE CORRECTIVE ACTION(S), THE CITY SHALL INVESTIGATE FOR VIOLATION(S) OF THIS ORDINANCE AND THE CITY CODE AND, IF VIOLATION(S) ARE SUBSTANTIATED, INITIATE LICENSE SUSPENSION AND REVOCATION, AS OUTLINED IN THE AFOREMENTIONED

SECTION Q OF THIS ORDINANCE.

(2) The City of Flint may require an applicant or holder of license of a Medical-Marihuana Facility to produce documents, records, or any other material pertinent to the investigation of an application or alleged violation of this Ordinance. Failure to provide the required material may be grounds for application denial, license revocation, or license suspension;

(3) Any person in violation of any provision of this Ordinance or any provision of a license issued under this Ordinance is responsible for a misdemeanor, punishable by fine of up to \$500.00 per violation plus cost of prosecution, 90 days imprisonment, or both, for each violation. Each plant possessed by any person in excess of the licensed quantity of plants permitted shall be a separate violation of this ordinance; and as such each plant in excess of the licensed quantity may be immediately confiscated for destruction. Any person in violation of this Ordinance is also subject to license revocation, as outlined in the aforementioned Section N. Q Immediate, temporary revocation or suspension of the Special Regulated Use license may be issued by the City's Zoning Coordinator, Director of Planning & Development, or their designee. This temporary suspension or revocation will not be rescinded until the Flint Planning Commission holds a

hearing with the applicant to discuss the violations and votes on whether to uphold the suspension or revocation. This section is not intended to prevent enforcement of any provision of the State law by the City of Flint Police Department;

(4) All fines imposed under this Ordinance shall be paid within forty-five (45) days after the effective date of the order imposing the fine or as otherwise specified in the order;

(5) Two or more violations of this ordinance within a six (6) month period by any individual offender shall be considered a public nuisance, and in the interest of such nuisance abatement, may result in the seizure and destruction of the marihuana plants, and/or marihuana product(s), and forfeiture of other related assets, in order to deter and prevent such nuisances and protect the health, safety and welfare of the City of Flint.

(6) The Planning Commission may temporarily suspend a Medical Marihuana Facility License without a hearing if it finds that public safety or welfare requires emergency action. The Planning Commission shall cause the temporary suspension by issuing a Suspension Notice by majority vote of members present and voting thereon in connection with institution of proceedings for a Hearing;

(7) If the Planning Commission temporarily suspends a license without a Hearing, the holder of

license is entitled to a hearing within thirty (30) days after the Suspension Notice has been issued. The hearing shall be limited to the issues cited in the Suspension Notice;

- (8) If the Planning Commission does not hold a hearing within thirty (30) days after the date of suspension was issued, then the suspended license shall be automatically reinstated and the suspension vacated.

R. Lawful Non-Conforming and Grandfathered Locations

- (1) Any Provisioning Center applicant granted Group "E" Special Regulated Use approval under the previous City of Flint Medical Marihuana Provisioning Center ordinance (50-161; & 12-XVI), prior to the adoption date of this ordinance on (insert date of adoption) and additionally, has undergone and successfully fulfilled the required "annual re-licensing process", and having been granted a 2017-2018 Special Regulated Use Group "E" license, will retain legal non-conforming rights and become a legal, conforming use.

- (2) ~~The collective amount of these grandfathered licenses will be subtracted from the license allocation amount listed in Section C.2.i. (Medical Marihuana Provisioning Centers), with the difference representing the definite available allocation of Group "E" Special Regulated Use licenses available to the public;~~

~~pending approval for licensure by the State of Michigan.~~

- i. ~~Applicants who have fulfilled the relicensing requirements and successfully obtained a 2017-2018 Group "E" Medical Marihuana Provisioning Center License, will be granted an additional six (6) month extension to become compliant under the new terms of the Group "E" Special Regulated Use License, (insert ordinance number).~~

- ii. ~~Failure to become compliant under the revised Group "E" Special Regulated Use standards within a six (6) month period, will result in immediate revocation of the grandfathered license. Any number of licenses that are revoked will be added to the allocation amount listed in Section C.2.i. (Medical Marihuana Provisioning Centers).~~

- (3) Any previously licensed Medical Marihuana Cultivation or Growing Facility who received a Special Regulated Use Group "E" permit from the Flint Planning Commission, will not be eligible to gain grandfathered status and will not be treated as a lawful, non-conforming land use. Facilities and applicants who have previously been issued a Group "E" Special Regulated Use for

Cultivation or Growing of Medical Marihuana are required to resubmit applications to the Flint Planning Commission to obtain a Group "F" Commercial Medical Marihuana Growing Center permit and must adhere to the minimum operating standards as referenced in Section H. and the any location of a Growing Center must adhere to the standards established in Section M. "Location of a Group "F" and "G" Special Regulated Use.

- (4) AN APPLICANT FOR AN ADDITIONAL LICENSE AT A LOCATION THAT IS A LAWFUL NON-CONFORMING USE, WHOSE LOCATION DOES NOT MEET THE LOCATIONAL REQUIREMENTS OF DISTANCES FROM RESIDENTIALLY-ZONED PROPERTY, SCHOOLS, PARKS OR PLACES OF WORSHIP, AND/OR DOES NOT MEET THE ZONING CLASSIFICATION REQUIRED UNDER THIS ORDINANCE, IS INELIGIBLE FOR ADMINISTRATIVE APPROVAL DESCRIBED IN SUBSECTION (F) AND MUST UNDERGO A PUBLIC HEARING BEFORE THE PLANNING COMMISSION PRIOR TO RECEIVING ANY ADDITIONAL LICENSE(S).

S. Transfer of Medical Marihuana Facility Licenses; Process

(I) Special Regulated Use permits are issued to the Applicant, and not to the location. Any changes to the Special Regulated Use permit, including a change in ownership, requires approval by City, as outlined below.

- i. If the original applicant retains partial ownership, with no modification to previously approved site plans or floor plans, pending successful completion of a background check for any new owner(s), the new owner(s) would be administratively added to the Special Regulated Use Permit by the City's Zoning Coordinator upon payment of a nonrefundable Special Regulated Use Permit Application fee.
- ii. If ownership will be transferred entirely from the original applicant to a new individual, partnership or other corporate entity, but with no modification to previously approved site plans or floor plans, the transfer requires payment of a nonrefundable Special Regulated Use Permit Application fee, completion of a background check for any new owner(s), and public hearing before the Planning Commission for approval of the transfer of the applicable

Special Regulated Use Permit(s).

iii. If there is any transfer, full or partial, of ownership that accompanies modification of previously approved site plans or floor plans, the Application will be treated as a new Special Use Permit application including all applicable site plan reviews, approvals and public hearing.

iv. ANY CHANGE IN LOCATION OF A SPECIAL REGULATED USE, WITH OR WITHOUT A TRANSFER OF LEGAL OWNERSHIP, SHALL BE TREATED AS A NEW APPLICATION. THAT APPLICATION MAY BE REVIEWED BY THE PLANNING COMMISSION AT THE NEXT AVAILABLE PUBLIC HEARING DATE FOLLOWING THE SUBMISSION OF ALL NECESSARY DOCUMENTS, AND IS NOT REQUIRED TO AWAIT THE EXHAUSTION OF THE EXISTING LIST OF PROVISIONING CENTER AND/OR RETAIL ESTABLISHMENT LOCATIONS, TO

THE EXTENT SUCH A LIST EXISTS AND APPLIES.

T. Group "E", "F" and "G" License Location Appeals Process

(1) The Medical Marihuana Facilities Licensing Analysis "maps", developed and administered by the Planning & Zoning Division, symbolizes a spatial analysis performed utilizing the criteria listed in Section E. N.,1.-3. (Location of Group "E" Special Regulated Uses) and in Section M. O.,1.-3 AND P.1-3. (Location of Group "F" and "G" Special Regulated Uses, RESPECTIVELY). Any potential location of a Group "E", "F" or "G" Medical Marihuana Facilities license is appealable to the Flint Planning Commission. A \$5,000, non-refundable appeals fee is required upon submitting an application for a location appeal. An applicant submitting an appeal must clearly demonstrate an "undue hardship" and "prove that special and unusual conditions pertaining to the specific piece of property are warranted" for a variance to be granted.

i. No such variance shall be authorized by the Planning Commission unless the Commission finds that all of the following facts and conditions exist:

1. The proposed use will not alter the essential

THE APPLICANT TO
RECEIVE THE
RESPECTIVE SRU(S)
WITHOUT A VARIANCE,
PROVIDED THAT THEY
MEET THE FOLLOWING
CRITERIA:

- i. THE APPLICANT
MUST MEET WITH
THE CITY OF FLINT
BLIGHT
ELIMINATION
DIVISION TO
DISCUSS BLIGHT
ISSUES WITHIN
NEIGHBORHOOD OF
THE PARCEL
SUBJECT TO THE
SRU APPLICATION;
AND
- ii. THE APPLICANT
MUST MEET WITH
MEMBERS
SURROUNDING
NEIGHBORHOOD,
AND THE
SURROUNDING
NEIGHBORHOOD
ASSOCIATION (IN
THE EVENT THAT
ONE EXISTS), TO
DISCUSS BLIGHT
ISSUES WITHIN THE
AREA; AND
- iii. THE APPLICANT
MUST MEET WITH
THE SURROUNDING
NEIGHBORHOOD
AND THE
SURROUNDING
NEIGHBORHOOD
ASSOCIATION (IN
THE EVENT THAT
ONE EXISTS) TO
DISCUSS THEIR

BUSINESS PLAN;
AND

- iv. THE APPLICANT
THAT MUST
PRESENT A PLAN
TO ELEVATE
BLIGHT ISSUES,
SPECIFICALLY BUT
NOT LIMITED TO
ANY BLIGHT ISSUES
WITHIN 300 FEET OF
THE PARCEL
SUBJECT TO THE
SRU APPLICATION,
TO THE FLINT
PLANNING
COMMISSION AT A
PUBLIC HEARING;
AND

1. SUCH A PLAN
MUST
INCLUDE A
CAPITAL
INVESTMENT
TO ADDRESS
STRUCTURAL
BLIGHT IN
THE AREA IN
THE FIRST
YEAR OF THE
APPLICANT'S
BUSINESS
OPERATION;
AND

2. SUCH A PLAN
MUST ALSO
INCLUDE A
CAPITAL
INVESTMENT
TO ADDRESS
NON-
STRUCTURAL
BLIGHT
ANNUALLY
FOR FIRST
FIVE YEARS

ORDINANCE NO. _____

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 12, Business and Occupations Generally; Article XVI, Medical Marihuana Facilities, Section 12-95.

**IT IS HEREBY ORDAINED BY THE
PEOPLE OF THE CITY OF FLINT:**

Sec. 1. An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 12, Business and Occupations Generally; amending Article XVI, Section 12-95, Medical Marihuana Facilities, by changing the references to Medical Marihuana Facilities to Marihuana Facilities, consistent with the licenses and standards set forth in Chapter 50, Zoning, Article XXXII, Section 50-183, Marihuana Facilities Opt In Ordinance, which shall read in its entirety as follows:

**ARTICLE XVI. MEDICAL-MARIHUANA
FACILITIES.**

**§12-95. STANDARDS FOR MEDICAL
MARIHUANA FACILITIES.**

(a) All Medical Marihuana Facilities shall be subject to any other applicable provisions of the Flint City Code. Medical Marihuana Facilities shall also comply with the Michigan Medical Marihuana Act (MCL 333.26421 *et seq.*) as amended ("MMMA"), the Medical Marihuana Facilities Licensing Act, MCL 333.2701, *et seq.*, (MMFLA), the Marihuana Tracking Act (MTA), MCL 333.27901, *et seq.*, **THE MICHIGAN REGULATION AND TAXATION OF MARIHUANA ACT ("THE MRTMA")**, 2018 IL 1, MCL 333.27951 *ET SEQ.*, the general rules of the Michigan Department of Community Health, the rules of the Michigan Department Of Licensing And Regulatory Affairs (LARA) **AND THE MARIJUANA REGULATORY AGENCY (MRA)**, and other applicable State laws.

(b) **DEFINITIONS.** For the purpose of the code, the definitions set forth in Chapter 50,

Zoning, Article XXXII, Medical Marihuana Facilities, shall apply.

(c) No person shall operate a medical marijuana facility without the Facility having first obtained and being in possession of a valid medical marijuana facility license(s) issued by the City of Flint and the State of Michigan.

- (1) A medical-marijuana facility license application shall be made annually on forms provided by the City of Flint consistent with the terms set forth in Chapter 50, Zoning, Article XXXII, Medical Marihuana Facilities.
- (2) The Chief of Police may conduct a criminal background check of the applicant, and a medical-marijuana facility license shall not be issued to any person who has been convicted of any felony involving illegal drugs, or for other reasons identified by the Chief of Police to protect the health, safety and welfare of the community. Drug related felony offenses does not include a conviction for activity allowed under the Michigan Medical Marihuana Act, even if the activity occurred before the enactment of the Michigan Medical Marihuana Act.
- (3) The applicant shall submit an affidavit of the property owner declaring that the owner is aware of the proposed medical-marijuana facility. The affidavit form will be provided by the City of Flint.
- (4) The applicant shall submit a tax clearance form demonstrating that city taxes are current. The form will be provided by THE City of Flint.
- (5) The applicant shall obtain a special regulated use permit before applying for a medical-marijuana facility license, and submit the permit along with the application.

(6) The non-refundable fee to submit an application for a ~~medical-marijuana~~ facility license shall be one thousand, five hundred (\$1500.00) dollars.

(7) The annual fee for a ~~Provisioning Center~~ **MARIJUANA FACILITY** license shall be five thousand (\$5,000.00) dollars (with the application fee deducted from that amount).

(8) A license is valid only for the location identified on the license and cannot be transferred to another location within the city without a new application. The process for otherwise transferring Licenses is set forth in Chapter 50, Zoning, Article XXXII, Medical Marihuana Facilities.

(9) Compliance with all applicable laws, as enforced, is a condition of maintenance of a license.

(10) Each day that a person shall conduct a ~~medical-marijuana~~ facility without a license shall constitute a separate offense.

(d) No person shall act as an employee or volunteer of a ~~medical-marijuana~~ facility without compliance with the terms set forth in Chapter 50, Zoning, Article XXXII, ~~Medical~~ Marihuana Facilities.

(1) The non-refundable annual employee license application fee shall be one hundred fifty (\$150.00) dollars.

(2) A license is valid only for the location identified on the license and cannot be transferred to another location within the City without a new application.

(3) Compliance with all applicable laws, as enforced, is a condition of maintenance of a license.

(4) Each day that a person shall work as an employee of a ~~medical-marijuana~~ facility without a license shall constitute a separate offense.

(e) The following additional standards shall apply to ~~medical-marijuana~~ facilities

(1) All ~~medical~~ marihuana shall be contained within an enclosed, locked facility, inaccessible on all sides and equipped with locks that permit access only by the licensed ~~medical~~—marijuana facility employee.

(2) All transfers and deliveries of ~~medical~~ marihuana must occur within a structure.

(3) Provisioning Centers, **RETAIL FACILITIES, AND MICROBUSINESSES**, as defined in Chapter 50, Zoning, Article XXXII, Medical Marihuana Facilities, shall be limited to operating between 8:00 a.m. and 7:00 p.m. Monday through Saturday and 12:00 noon and 6:00 p.m. Sunday. No other ~~Medical~~ Marijuana Facility shall be open to the public at any time.

(4) Persons under the age of eighteen (18) years of age are not permitted to be on the premises of any Provisioning Center unless they possess a valid registry card and parent or legal guardian.

(5) **PERSONS UNDER THE AGE OF TWENTY ONE (21) ARE NOT PERMITTED TO BE ON THE PREMISES OF ANY MICROBUSINESS OR RETAIL FACILITY.**

(6) Marihuana shall not be smoked, eaten, or otherwise consumed at any ~~medical-marijuana~~ facility.

(f) An inspection of the building out of which a ~~provisioning-center~~ MARIJUANA FACILITY operates shall be required every year. The inspection fee shall be established by resolution of the City Council.

(g) Every ~~medical-marijuana~~ facility shall provide immediate access to the premises where business is conducted or property is stored, to any police officer, the building inspector or the fire marshal, without warrant, during regular hours of business, or at any time the ~~medical-marijuana~~ facility license holder or his employee or agent are on the premises.

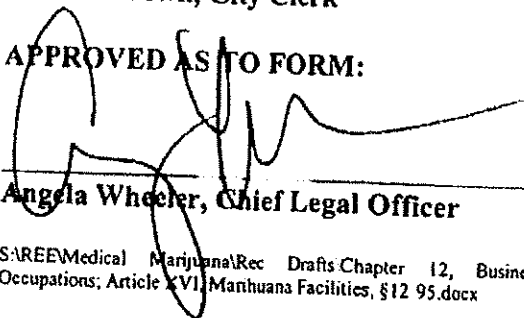
Sec. 2. This ordinance shall become effective immediately upon adoption.

Adopted this _____ day of
_____ 2019, A.D.

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

200076

RECOMMENDED BY PLANNING COMMISSION 02.04.2020

ORDINANCE NO. _____

An ordinance to amend the Ordinances of the City of Flint by amending Chapter 50, Zoning; Article XXIX, Special Regulated Uses; Sections 50-161; 50-163; 50-164; and 50-169.

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF FLINT:

Sec. 1. That the Ordinances of the City of Flint shall be amended by amending Chapter 50, Zoning; Article XXIX, Special Regulated Uses; Sections 50-161; 50-163; 50-164; and 50-169, to amend Group "E," "F" and "G", in light of the amendments to Special Regulated Uses E, F and G set forth in Chapter 50, Zoning, Article XXXII, Section 50-183 Marihuana Facilities Opt In Ordinance, to read in its entirety as follows:

§ 50-161 PURPOSE.

(a) In the development of a community it is recognized that there are some uses which, because of their very nature, are recognized as having serious objectionable operational characteristics, particularly when several of them are concentrated under certain circumstances thereby having a deleterious effect upon the adjacent areas. Special regulation of these uses is necessary to ensure that these adverse effects will not contribute to the blighting or downgrading of the surrounding neighborhood. These special regulations are itemized in this article. The primary control or regulation is for the purpose of preventing a concentration of these uses in any one area.

(b) Uses subject to these controls are as follows:

(1) Group "A" — Special regulated uses:

Adult bookstore

Adult motion picture theater

Adult mini motion picture theater

Massage establishments

Establishments for consumption of beer or intoxicating liquor on the premises and having adult entertainment

Steam baths

Any other use, including a group B special regulated use, which provides goods or services which are distinguished or characterized by their emphasis on matters depicting, describing or relating to "specified sexual activities" or "specified anatomical areas" which provides goods or services in a manner which is distinguished or characterized by its emphasis on "specified sexual activities" or "specified anatomical areas"

uses: (2) Group "B" - Special regulated

Pawnshops

Liquor stores

Tattoo Establishments

uses: (3) Group "C" - Special regulated

Pool or billiard halls

Gaming Tables

uses: (4) Group "D" - Special regulated

Wireless telecommunication facilities

Wireless telecommunication towers

Wireless telecommunication antennas

- (5) Group "E," "F" and "G" —
Special Regulated Uses:

Medical-Marihuana Facilities

The standards set forth in Chapter 50,
Zoning, Article XXXII, Medical Marihuana
Facilities, shall apply.

§ 50-163 LOCATIONAL STANDARDS — RELATIONSHIP TO SIMILAR USES.

(a) Group "A" special regulated uses (§ 50-161). An application to establish a group "A" special regulated use shall not be approved if there is already in existence two or more group "A", group "B", or group "C" special regulated uses within 2,000 feet of the boundaries of the site of the proposed regulated uses.

(b) Group "B" special regulated uses (§ 50-161). An application to establish a group "B" special regulated use shall not be approved if there is already in existence four or more group "B" or group "C" special regulated uses within 2,000 feet of the boundaries of the site of the proposed regulated uses.

(c) Group "C" special regulated uses (§ 50-161). An application to establish a group "C" special regulated use shall not be approved if there is already in existence four or more group "C" special regulated uses within 2,000 feet of the boundaries of the site of the proposed regulated use.

(d) Group "E" Special regulated Uses (§ 50-161). An Application to Establish a Group "E" Special Regulated Use shall not be approved if there is already in existence four or more Group "A" or Group "E" Special Regulated Uses within 2,000 feet of the boundaries of the site of the proposed regulated use, as set forth in Chapter 50,

Zoning, Article XXXII, Medical Marihuana Facilities.

(e) Group "E," "F" and "G" special regulated uses shall be limited by the locational standards set forth in Chapter 50, Zoning, Article XXXII, Medical Marihuana Facilities.

§ 50-164 LOCATIONAL STANDARDS — RELATIONSHIP TO RESIDENTIAL AREA AND OTHER USES.

(a) Group "A" special regulated uses (§ 50-161). An application to establish a group "A" special regulated use shall not be approved if the proposed location is within 1,000 feet of any residentially zoned district, mobile home park, K through 12 school, park or church.

(b) Group "B" special regulated uses (§ 50-161). An application to establish a group "B" special regulated use shall not be approved if the proposed location is within 300 feet of a residentially zoned district, mobile home park, K through 12 school, dedicated park, or church.

(c) Group "C" special regulated uses (§ 50-161). An application to establish a group "C" special regulated use shall not be approved if the proposed location is within 200 feet of a residentially zoned district, mobile home park, K through 12 school, park or church, except in the D-4 zoning district where this locational standard is waived.

(d) Group "E," "F" and "G" special regulated uses. An application to establish a group "E," "F" and/or "G" special regulated use shall not be approved if the proposed location is within 300 feet of a residentially zoned district, or otherwise in conflict with the standards set forth in Chapter 50, Zoning, Article XXXII, Medical Marihuana Facilities.

**§ 50-169 ZONING DISTRICTS
REQUIREMENTS FOR SPECIAL
REGULATED USES.**

(a) The special regulated uses itemized in this article shall be limited to the following zoning districts:

(1) Group "A" special regulated uses shall be allowed in D-6, E, F, and G districts.

(2) Group "B" special regulated uses shall be allowed in D-5, D-6, E, and F districts.

(3) Group "C" special regulated uses shall be allowed in D-4, D-5, D-6, E and F districts.

(4) Group "E" Special Regulated Uses shall be allowed in D-2, D-3, D-5, D-6, E, F, and G districts as set forth in Chapter 50, Zoning, Article XXXII, Medical Marijuana Facilities.

(5) Group "F" and "G" special regulated uses shall be limited to the "E", "F", & "G" industrial zoning districts, as set forth in Chapter 50, Zoning, Article XXXII, Medical Marijuana Facilities.

(b) Also, each special regulated use shall be subject to the specific requirements of each zoning district and all other applicable regulations.

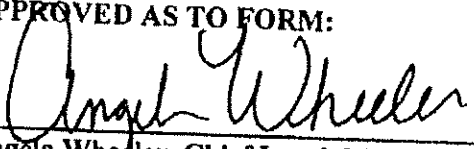
Sec. 2. This ordinance shall become effective immediately upon adoption.

Adopted this _____ day of
_____, 2019, A.D.

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

SAREE Medical Marijuana Rec Drafts Chapter 50, Zoning, Article XXIX,
Special Regulated Uses, Medical Marijuana Facilities, §50-161 - §50-169
RECOMMENDED BY PC doc