

City of Flint, Michigan

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



Meeting Agenda - Final

Monday, April 25, 2022

5:30 PM

Council Chambers

CITY COUNCIL

Allie Herkenroder, Vice President, Ward 7

*Eric Mays, President, Ward 1
Quincy Murphy, Ward 3
Jerri Winfrey-Carter, Ward 5
Dennis Pfeiffer, Ward 8*

*Ladel Lewis, Ward 2
Judy Priestley, Ward 4
Tonya Burns, Ward 6
Eva Worthing, Ward 9*

Inez M. Brown, City Clerk

Davina Donahue, Deputy Clerk

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.

REQUESTS FOR CHANGES OR ADDITIONS TO AGENDA

Council shall vote on any agenda changes.

PRESENTATION OF MINUTES**PUBLIC HEARINGS****PUBLIC SPEAKING**

Per the amended Rules Governing Meetings of the Council (as adopted by the City Council on Monday, June 12, 2017), three (3) minutes per speaker. Only one speaking opportunity per speaker. Numbered slips will be provided prior to the start of the meeting to those wishing to speak during this agenda item.

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

220167 Meeting Notice/City of Flint Hospital Building Authority

Communication dated April 5, 2022, re: The Commission of the City of Flint Hospital Building Authority will meet from 1 to 1:30 p.m. April 12, 2022, in the 1B Conference Room, Hurley Medical Center.

COMMUNICATIONS (from Mayor and other City Officials)

220168 Update/I-69 Lane and Ramp Closures

Email dated April 18, 2022, from Michael Brown, Director of Public Works, re: An update for lane and ramp closures for I-69 road work.

220169 Traffic Engineering/Closure Permits

Sidewalk, Lane and Street Closure permits (4) dated April 2022, for requested activities/events, with noted responsibility for the placement of the required traffic control devices, and/or personnel, for the protection of traffic and event participants.

ADDITIONAL COMMUNICATIONS**APPOINTMENTS****220171** Appointment/Human Relations Commission/Sonia Denise Breed/6th Ward

Resolution resolving that the Flint City Council approves the appointment of Sonia Denise Breed (2402 Prospect Street, Flint, MI, 48504), to serve on the City of Flint Human Relations Commission for the remainder of a three-year term, commencing upon adoption of this resolution, and expiring October 28, 2024. [By way of background, Ms. Breed is replacing Sharon M. Bradley, whose term expired October 28, 2021.]

RECONSIDERATION

This resolution (No. 220038) was inadvertently approved at the April 11, 2022, City Council meeting as part of the Master Resolution. It is presented here for your (re)consideration.

220038 Public Hearing/Rules Governing Meetings of the Flint City Council

Resolution resolving that the appropriate city officials are hereby authorized to do all things necessary to conduct a public hearing for the purpose of public input on the proposed amendments to the Rules Governing Meetings of the Flint City Council on the _____ day of _____, 2022, in City Council Chambers, 1101 S. Saginaw Street, Flint.

AMENDED RESOLUTIONS

This resolution (No. 220059) was amended by City Council from 50 years to 10 years during the April 20, 2022, Governmental Operations Committee in a 5-0 vote (Absent: Mays, Murphy, Winfrey-Carter, Worthing). The amended resolution was not ready for the agenda on Friday when it was prepared but will be submitted before Monday's City Council meeting.

220059 Recreation Agreement/City of Flint/Mott Park Recreation Association (MPRA)

Resolution resolving that the Flint City Council hereby authorizes entering into

this 50-year lease agreement with Mott Park Recreation. [NOTE: MPRA has maintained the property described in this agreement since 2011 and is dedicated to expanding access to quality recreational facilities and programs to all citizens of the City of Flint. The parcels are described as: 40-11-351-098, 40-14-128-001, 40-14-128-002, 40-14-101-001, 40-14-101-002, 40-14-101-003 and 40-14-251-001.]

RESOLUTIONS

220159 Contract/Nationwide Construction Group/Kearsley Reservoir Fence Replacement

Resolution authorizing the appropriate city officials, upon City Council's approval, to enter into a contract to Nationwide Construction Group for the Kearsley Reservoir fence repair and replacement, as requested by the Water Plant, in an amount NOT-TO-EXCEED \$291,185.00 [Water Fund Acct. No. 591-545.203-801.000].

220160 CO#1/Contract/Tetra Tech /Additional Engineering Services/WPC Aeration System Improvements Project

Resolution resolving that the proper city officials, upon City Council's approval, are authorized to do all things necessary to enter into Change Order #1 with Tetra Tech for additional engineering services required to complete the Water Pollution Control aeration system improvements project, as requested by WPC, in an amount NOT-TO-EXCEED \$86,200.00, and a revised total NOT-TO-EXCEED \$1,181,741.00 [Sewer Fund Acct. No. 590-550.300-801.000.]

220161 CO#1/Contract/DLZ (Formerly Johnson & Anderson)/Additional Engineering, Administration, Time & Oversight Services/Northwest Pump Station Improvements

Resolution resolving that the proper city officials, upon City Council's approval, are authorized to do all things necessary to enter into Change Order #1 with DLZ for additional engineering, administration, time and oversight required to project, as requested by Water Pollution Control, in an amount NOT-TO-EXCEED \$15,000.00, and a revised contract amount NOT-TO-EXCEED \$114,941.00 [Sewer Fund Acct. No. 590-550.300-801.000.]

220162 CO#1/Contract/J. Ranck Electric, Inc./Street Improvements/M. L. King Avenue/Community Development Block Grant Funds

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to amend Resolution No. 200462 and execute Change Order No. 1 to the contract (20-029) with J. Ranck Electric, Inc., for an additional \$1,140.00 to align with the original bid amount of \$123,075.00 for the purposes of street improvements along M. L. King Avenue [Master Planning Imagine Flint Neighborhood Planning Fund Acct. No. 296-721.000-802.000.] [NOTE: Planning & Zoning was awarded Community Development Block Grant (CDBG) funding to complete street improvements along M.L. King Avenue.

The City of Flint passed Resolution No. 200462 and entered into a contract with J. Ranck Electric, Inc. for \$121,935.00 when it should have been \$123,075.00.]

220163 Settlement/Henry v City of Flint et al/Case No. 17-11061

Resolution resolving that the Flint City Council approves and consents to the city settling Henry v City of Flint et al, Case No. 17-11061, in the amount NOT-TO-EXCEED \$50,000.00, with payment drawn from appropriated funds in Suits & Settlement Acct. No. 677-266.200-956.300. [NOTE: An Executive Session was requested in this matter for April 20, 2022.]

220164 Approval/Crim Fitness Foundation/Crim Plaza Renovation Project/North Saginaw and Union Streets

Resolution resolving that the appropriate city officials, upon City Council approval, are authorized to do all things to approve the Crim Plaza renovation project in the Right-of-Way at West Union Street (Parcel No. 41-07-358-024. [NOTE: The Crim Fitness Foundation would like to rework the layout of Crim Plaza into a more open, flexible space with moveable seating, and areas for tents or tables, and to use inviting landscaping, furniture and technology access to turn the space into more than a "pass-through."]

220170 Collective Bargaining Agreement/City of Flint/AFSCME Local 1600/Through June 30, 2024

Resolution resolving that the Flint City Council ratifies the Tentative Collective Bargaining Agreement by and between the City of Flint and AFSCME Local 1600 (see attached Collective Bargaining Agreement).

RESOLUTIONS (May be Referred from Special Affairs)

LIQUOR LICENSES

INTRODUCTION AND FIRST READING OF ORDINANCES

220145.1 Amended Ordinance/Chapter 50/PC-22-3/Deda Juncevic/Rezoning/4811 Fenton Road/From 'D-3' to 'D-5'/Ward 9

An amended ordinance to amend the Code of the City of Flint has been requested by Deda Juncevic (PC-22-3) to change the District boundaries or regulations established in Chapter 50 thereof, specifically allowing under 50-4 a zoning map amendment, as follows: 4811 Fenton Road, Flint MI 48507, Parcel No. 41-30-302-004, legally described as PART OF SW FRAC ¼ OF SEC 30, T7N R7E DESC AS: BEG AT THE INTERSEC OF E LINE OF FENTON RD WITH THE N LINE OF VAC CARMAN ST; TH ALG SD E LINE N 0 DEG 31' 19" E, 388.75 FT; TH S 89 DEG 28' 41" E, 130 FT; TH N 0 DEG 31' 19" E, 235 FT; TH N 89 DEG 38' 41" W, 130 FT TO SD E LINE OF FENTON RD; TH ALG SD E LINE, 465.76 FT; TH S 89 DEG 9' 27" E, 150 FT; TH N 0 DEG 31' 19" E, 151.27 FT TO S LINE OF HEMPHILL RD; TH ALG SD S LINE THE FOLL FOUR (4) COURSES:

163.40 FT ALG AN ARC OF A CURVE TO THE LEFT, HAVING A RAD 771.10 FT AND A CHORD BEARING N 81 DEG 22' 08" E, 163.09 FT; TH N 75 DEG 17' 08" E, 4.88 FT; TH 174.70 FT ALG AN ARC OF A CURVE TO THE RIGHT, HAVING A RAD OF 664.93 FT AND A CHORD BEARING N 83 DEG 3' 8" E, 174.20 FT AND S 89 DEG 10' 52" E 111.83 FT TO ELY LINE OF W 1/2/ OF NW ¼ OF SW FRAC'L ¼ OF SD SEC 30; TH ALG SD ELY LINE S 0 DEG 6' 3" W, 1283.35 FT TO EXT OF E LINE OF OUTLOT B OF BURTON GARDENS SUBDIVISION; TH ALG SD EXT S 01 DEG 32' 44" W, 283.81 FT; TH S 89 DEG 39' 33" W, 313.62 FT; TH N 0 DEG 20' 27" W, 155.84 FT; TH N 89 DEG 28' 41" W, 288.71 FT TO E LINE OF FENTON RD; TH ALG SD E LINE N 0 DEG 31' 19" E 126.75 FT TO POB CONT 19.226 AC +/- from "D3" Community Business and future zoned "CC" City Corridor to "D-5" Metropolitan Commercial Service. THE PLANNING COMMISSION RECOMMENDS DENIAL. [NOTE: Amendment changes party requesting a rezoning change from the Flint Planning Commission to Deda Juncevic, changes Planning Commission "approval" to "denial," and changes the rezoning from "CC" City Corridor to "CE" Commerce and Employment" to "D3" Community Business and future zoned "CC" City Corridor to "D-5" Metropolitan Commercial Service.]

INTRODUCTION AND FIRST READING OF ORDINANCES (May be Referred from Special Affairs)

220166 Amendment/Ordinance/Chapter 30 (Nuisances)/Addition of Section 30-40 (Reckless Driving)

An ordinance to amend Chapter 30 (Nuisances) of the Code of the City of Flint by adding Section 30-40 (Reckless Driving).

SECOND READING AND ADOPTION OF ORDINANCES

ADDITIONAL DISCUSSION ITEMS

FINAL COUNCIL COMMENTS

ADJOURNMENT

RESOLUTION: 220171

PRESENTED: 4-20-22

ADOPTED:

**Resolution Approving the Appointment of Sonia Denise Breed
to the Human Relations Commission**

BY THE CLERK:

Per the City Charter that went into effect on Jan. 1, 2018, the Human Relations Commission shall be comprised of nine members, one from each ward in the City of Flint; and

Sharon M. Bradley was appointed to represent the 6th Ward on October 27, 2020, with the term expiring October 28, 2021; and

6th Ward Councilperson Tonya Burns recommends appointing Sonia Denise Breed (2402 Prospect Street, Flint, Michigan, 48504 – 6th Ward) to replace Ms. Bradley on the Human Relations Commission.

THEREFORE, BE IT RESOLVED, that the Flint City Council approves the appointment of Sonia Denise Breed to the Human Relations Commission for the remainder of a three-year term, beginning upon adoption of this resolution and ending on October 28, 2024.

APPROVED AS TO FORM:

APPROVED BY CITY COUNCIL:


William Kim, Chief Legal Officer

Sonia Denise Breed

2402 Prospect Street • Flint, MI 48504 (Home)

P.O. Box 13588 • Flint, MI 48501 (Mailing)

Phone: 810-252-0034

Email: sbreed331@yahoo.com

PROFESSIONAL EXPERIENCE & KEY ACCOMPLISHMENTS

State of Michigan June 2009 to Present

Department of Corrections/Labor Relations Representative

June 2021 to Present

Responsible for the administration and interpretation of MCO, MSEA, AFSCME, UAW and MPE Agreements and the Michigan Civil Service Commission Rules and Regulations for NERE's. Represent the Department in all forums associated with the grievance process. Department expert providing full range of Labor Relations activities in administering the specifically assigned Collective Bargaining Agreement. Provide contract and rule interpretation for MCO, AFSCME, MSEA and UAW Agreements for assigned institutions. Provide interpretation of Civil Services Rules for NERE's for assigned institutions. Representative for department on bargaining for negotiations. Interpret contract language to make determination of responses to grievances. Research and investigate cases. Participate in arbitration hearing representing and presenting case on behalf of department. Developing and proposing settlement agreements for grievances. Labor Relations Representative for MDOC facilities assisting supervisors and managers for interpretation of collective bargaining agreements. Researching grievances to render a decision. Preparing and responding to Step 2 Responses for grievances for determination in compliance with department policies, rules, and procedures. Responsible for monitoring close contact for COVID-19 for MDOC employees following protocol. Provide relevant training to assigned area.

Department of Education/Human Resources Liaison

November 2010 thru June 2021

Employee Assistance

Authorized requestor for Department of Education with DTMB; including responsible for implementing password resets, responsible for creating and maintaining State of Michigan email accounts, responsible for creating a DIT161 form. Responsible for maintaining/updating MSD website for staffing. Responsible for MOECS for MSD employees. SCECH Coordinator for MSD Knowledge of Skyward Student System for reports and entering information. Responsible for developing Employee Calendar yearly. Responsible for developing School Calendar yearly. Responsible for reporting all MSD employees into CEPI-REP system, quarterly. Responsible for employee identification cards for State of Michigan/Civil Service and Contracted employees. Responsible for implementing, updating, and maintaining MSD all employee listing. Responsible for developing and maintaining U.S. Labor Report (monthly). Responsible for maintaining State of Michigan/Civil Service employee working files. Responsible for maintaining Contracted Employees' Personnel File. Responsible for assisting employees with FMLA. Responsible for developing, implementing, and maintaining Welcome Back Package yearly at the beginning of the school year. Responsible for auditing and processing Gross Pay Adjustments for State of Michigan employees. Responsible for developing, implementing, and maintaining Coaches and other employees' contracts. Responsible for implementing and maintaining all MSD employee emergency contact information. Responsible for maintaining recruitment records and personnel files for seven (7) years; including perjurying any files. Responsible for maintaining the confidentiality of any employee records. Responsible for reporting Student Count in the absence of Registrar into Skyward system; as well as, building audit. Responsible for maintaining records for fingerprints for audit. Maintain records of MSD/SOM employee leave banks for low balances prior to lost time. Responsible for all employee submitting worker's compensation claim. Coordinator for temporary employees with MDE/OHR. Served as representative for MSD for OSHA and MIOSHA. Responsible for developing, implementing, and maintaining Year End forms for all Seasonal employees: Supplemental Employment, Annual Leave Pay-Out, Recall Forms, Pro-rated Forms and Submittal of reports to MDE/OHR.

Recruitment

Responsible for NEOGOV for Michigan School for the Deaf (MSD). Responsible for implementing and maintaining fingerprints/criminal background system with Michigan State Police CHRIS system for MSD. Responsible for drug testing for contracted employees and implementing for State of Michigan/Civil Service employees. Responsible for coordinating random drug testing for State of Michigan/Civil Service employees. Answers questions from employees and the public regarding job openings. Responsible for recruitment for any hiring for all positions: Finance/Budget approval for requested position. Responsible for developing position description. Develop of interview questions. Develop of screening criteria. Develop of supplemental questions. Create an interview panel. Posting of position on website, other agencies. Screening of applications. Scheduling interviews; notifying applicants. Reference checking for candidates. Schedule drug testing and/or fingerprints. Schedule sign language testing. Implement new hire orientation for all MSD employees including SOM and Contracted. Responsible for new hire buddy system/introduction

Sonia Denise Breed

2402 Prospect Street • Flint, MI 48504 (Home)

P.O. Box 13588 • Flint, MI 48501 (Mailing)

Phone: 810-252-0034

Email: sbreed331@yahoo.com

to all employees. Attend Career Fairs (in-state or out-of-state) for recruitment. Responsible for SIGMA training for all new SOM employees. Responsible for communications to all MSD and SOM employees for: new job postings, MDE Announcements, Governor Announcements, Employees Separation, New Hires, Death in Family

Payroll

Responsible for State of Michigan/Civil Service employees' payroll with being the Timekeeper in SIGMA System. Duties included: Inputting and auditing and approving payroll. Responsible for processing changes for Payroll for GISD employees. Liaison with Contracted Agencies for all payroll action. Responsible for implementing and maintaining new hires for Genesee Education Service Contracted (GISD) employees. Responsible for implementing and maintaining separation of GISD employees (termination, resignation, etc.) Monitoring leave banks for balances to remain positive. Assisted with worker's compensation and unemployment claims.

Investigation

Title IX Coordinator for MSD. Responsible for investigating any all complaints which are pertinent to Title IX. Grievance Procedure Coordinator for complaints at MSD. Responsible for investigating any internal or external complaint. Responsible for complying with any Civil Rights Complaints (including responding to charges). Responsible for complying with any FOIA request (including responding to request) coordinated with AG Office. Handles any form of discrimination/harassment complaints. Responsible for processing any union settlements (grievance or arbitration). Responsible for processing any legal documents coordinated with AG Office including subpoenas, levies, garnishments and FOIA for employee information.

Supervisory

Health Center Supervisor - (09/2011 to 06/2021) - Overseen the Health Center. Supervisor to four (4) nurses. Responsible for always making sure coverage of Health Center during two (s) shifts. Responsible for administering student medication in the absence of a nurse. Responsible for charting notes and medication into Skyward system. Responsible for going to hospital with student in the absence of dorm staff until parent arrives at hospital. Responsible for taking student home in the absence of dorm staff and/or if parent is unable to pick up a student. In absence of administration, responsible for duties of management of school.

Labor Relations

Assistant managers and supervisors in the resolution of Labor Relations problems and provide guidance to them for work rules and in the investigation and resolution of grievances. Interprets union contracts, personnel policies, and regulations; advises employees, managers, and supervisors with the public on rules, procedures, and practices. Investigates employee/harassment complaints and coordinate their resolution; schedules complaint meetings, writes responses and make recommendation to Office of Human Resources and Labor Relations. Handle grievances for Management with AFSCME, UAW, MSEA, SEIU for all levels of the process. Required to interpret the collective bargaining union contracts for management. Established and developed corrective actions for SOM employees coordinated with MDE/OHR (verbal and formal counseling, written reprimands, suspensions). Maintain correction actions reports for all employees. Conduct and addressed union concerns during Labor/Management meetings (monthly). Participate on MSD Leadership Team. Human Resources Liaison with all contracted agencies who have employees at MSD.

Report Maintenance

Responsible for updating MSD organizational chart. Responsible for maintaining position descriptions for MSD. Responsible for distributing Seniority Report and maintaining. Responsible for maintaining Sign Language Proficiency levels. Responsible for maintaining Teacher's Certification. Responsible for maintaining Interpreter Licenses. Responsible for maintaining Nurses Licenses. Responsible for maintaining Contract Employees licenses. Maintain current letterhead for all employee usage. Responsible for SOM employee Alternative Work Schedules. Maintaining addresses changes (new and old) for all employees. Maintaining Conflict of Interest & Disclosure forms for all employees. Maintaining Driver Agreement with update licenses for all employees. Responsible for processing SOM employees desk audit. Responsible for processing handling direct deposit forms for all employees. Responsible for processing work accommodations by SOM employees. Maintain, develop, update any MSD policy or procedure. Quarterly meetings with MDE/OHR staff. Responsible for processing CS-138 forms for SOM employees. Handles any disciplinary process, coordinated with MDE/OHR and contract agencies. Responsible for processing Jury Duty forms for employees. Responsible for all Payroll Questions for SOM employees. Responsible for processing Plan A & Plan

Sonia Denise Breed

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C forms for SOM employees. Responsible for processing request for Working-out-of-class (WOC) for SOM employees. Responsible for being the OSHA representative for MSD.

Activities Director (in conjunction with Human Resources Liaison) – (02/2014 – 06/2015)

Served in an administrative capacity, planning, and coordinating sports as it relates to the Activities Program for Michigan School for the Deaf. Sports included basketball (boys and girls), volleyball, track (boys and girls), Singing Hands and Drama. Supervisor of Assistant Activities Director and all coaches. Responsible for MSD being in compliance of Michigan High School Athletic Association rules and regulations. Maintaining and coordinating sports schedules, including referees for all events. Maintained budgets for all sports. Prepared annual report.

*Department: Secretary of State
Employee Relations Representative*

June 2009 thru November 2010

Served as first level specialist for the daily administration of the Department's labor relations' policies, rules, regulations, contractual bargaining agreements, and corrective disciplinary action and grievance administration. Made recommendations in the review of employee performance and conduct regarding corrective or disciplinary action. Provided guidance and direction to supervisory staff on the proper procedure to follow in the implementation of such action. Prepares disciplinary recommendations, notices, and documents with reference to pertinent rule or contract provision. Participated in supervisory meetings, disciplinary and investigatory conferences. Conducted internal investigations for unusual, high profile or complex cases involving the potential for severe disciplinary action. Advised managerial and supervisory staff in the administration of correction action and internal investigations to ensure compliance with collective bargaining agreements and rules. Prepares monthly activity reports. Conducts research in preparation for ad hoc committee or at the request of the department. Prepares reports on employee relations issues or trends for upper management. Served on committees throughout the department as a human resources representative.

Central Michigan University

Assistant Director/Employee Relations

October 2008 thru June 2009

Handled day-to-day employee relation matters with bargaining units. Includes overseeing daily administration of assigned staff collective bargaining agreements, grievance activities, conducting research and investigations. May have served as advisor to policy and decision-making committees for labor relations issues and works with departments to advise on labor relations issues, discipline, etc. Prepared and presented supervisory training activities, works with leaves of absence and performance management, and monitors the probationary performance evaluation program. Investigated and handled grievances and attended special conferences. Worked with union representatives to resolve problems of mutual concern. Made recommendations to the Director/Employee Relations & Training for grievance settlements where appropriate. Assisted departments and/or supervisors with contract interpretation and administration of contracts.

Wayne County Community College District

August 1991 thru June 2008

- Labor Relations Manager - (10/2005 - 06/2008)
- Assistant to the Campus President - (01/2004-10/2005)
- Employment/Labor Relations Manager - (7/2001 – 1/2004)
- Labor Relations Specialist - (3/1998 – 7/2001)
- Administrative Specialist to Director of Human Resources - (08/1991 – 3/1998)

Mott Community College

April 1985 thru August 1991

- Secretary/Research Assistant - (11/1986 – 8/1991)
- Clerk/Cashier - (4/1985 – 11/1986)

Sonia Denise Breed

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Education

- ❖ Master's degree, Central Michigan University - Human Resources (2008)
- ❖ Graduate Certificate, Central Michigan University - Leadership (2005)
- ❖ Bachelor's degree, Davenport University - Office Technology (2000)
- ❖ Associate Degree, Mott Community College, Applied Sciences (1991)
- ❖ Associate Degree, Mott Community College - General Business (1985)
- ❖ Attended Ferris State College (1983-1984) • Mt. Pleasant, Michigan
- ❖ Diploma, Northern High School (1982) • Flint, Michigan

Skills

Microsoft Office (Word, Publisher, Access, Excel, Power Point); WordPerfect; Lotus 1-2-3; Word Star; Word Marc; SCT Banner; PageMaker; Alpha 4; HRIS Systems; Harvard Graphics; Print Master; SAS-SPSS; ABC/Calc/Supercalc; SAP; PeopleSoft Admin; SIGMA Timekeeping/Payroll System; NEOGOV Employment System; Skyward Student School System, DAS, OMNI System, PAC, INFOR and HRMN.

Certification

Microsoft Office (MOUSE Certified) – Microsoft Word, July 2001

Trainings

SIGMA, Title IX, OSHA, MIOSHA, Labor Relations, Michigan State Police CHRIS System, SOM Drug & Alcohol Administrator, NEOGOV System, Quest Diagnostic Drug System, CPR/First Aide, American Sign Language (not fluent), Investigative Training, Effective Communication.

Memberships & Community Involvement

Current Board of Trustee Member for Linden Charter Academy School: Position-Secretary
Current Member of Flint Institute of Music/Black Classical Origins Committee
Current Armorbearer/Security for New Jerusalem Full Gospel Baptist Church
Current Member of New Jerusalem Full Gospel Baptist Church
Current Chairperson for Flint Northern Class of 1982 Reunion as Event Planner
Past Coordinator of United Way Campaign, Detroit, Michigan
Past Coordinator of BUF (Black United Fund) Campaign, Detroit, Michigan
Past Member of NAFE (National Association of Female Executives)
Past Member of Genesee County Big Brother, Big Sister of Flint, Michigan
Past Activities Director for Michigan School for the Deaf, Flint, Michigan
Numerous positions in past held at New Jerusalem Full Gospel Baptist Church, Flint Michigan
Numerous positions in past held with National Full Gospel Fellowship (District, Regional and State)

References Furnished Upon Request

RESOLUTION NO.: 220038

PRESENTED: January 19, 2022

ADOPTED:

**Resolution to Approve a Public Hearing Regarding the
Amended Changes to Rules Governing Meetings of the Flint City Council**

By the Flint City Council:

WHEREAS, an ad hoc Rules committee was established on November 15, 2021, for the purpose of revision to the Rules Governing Meetings of the Flint City Council (the Rules), which were adopted as amended on June 12, 2017; and

WHEREAS, significant amendments to the Rules have been made by the ad hoc Rules committee for the purposes of clarity and consistency therein; and

WHEREAS, Section 1-801 et seq. of the Flint City Charter requires a public hearing for proposed amendments of the Rules.

THEREFORE BE IT RESOLVED, that the appropriate City officials are hereby authorized to do all things necessary to conduct a public hearing for the purpose of public input on the proposed amendments to the Rules Governing Meetings of the Flint City Council on the ____ day of _____, in City Council Chambers, 1101 S. Saginaw Street, Flint.

APPROVED AS TO FORM:

CITY COUNCIL:

Angela Wheeler, Chief Legal Officer

RULES GOVERNING MEETINGS OF THE FLINT CITY COUNCIL

GENERAL

PREAMBLE

OPEN MEETINGS ACT (OMA)

FREEDOM OF INFORMATION ACT (FOIA)

RULE 1 PARLIAMENTARY AUTHORITY

RULE 2 SUSPENSION AND AMENDMENT OF RULES

ORGANIZATION #1

RULE 3 COUNCIL PRESIDENT; PRESIDING AT MEETINGS

RULE 4 APPOINTMENT OF COMMITTEES

ORGANIZATION #2

RULE 5 TIME AND PLACE OF MEETINGS AND SPECIAL MEETINGS

RULE 6 AGENDA FOR REGULAR MEETINGS OF COUNCIL; AGENDAS FOR COMMITTEE MEETINGS

RULE 7 ORDER OF BUSINESS FOR REGULAR MEETINGS OF COUNCIL

ORGANIZATION #3

EXECUTIVE OR CLOSED SESSIONS

ACTION BY COUNCIL

RULE 8 FORM OF ACTION; DIVISION OF QUESTION

RULE 9 VOTING; VOTING – ABSTAINING VOTES

RULE 10 INTRODUCTION AND ENACTMENT OF ORDINANCES

MOTIONS #1

RULE 11 CONSIDERATION OF MOTIONS

RULE 12 SUPPORT FOR MOTIONS

RULE 13 MOTION TO ADJOURN

RULE 14 MOTION TO RECESS

RULE 15 MOTION TO POSTPONE TEMPORARILY (LAY ON THE TABLE)

RULE 16 MOTION TO VOTE IMMEDIATELY (PREVIOUS QUESTION OR CALL THE QUESTION)

RULE 17 MOTION TO LIMIT OR EXTEND DEBATE

MOTIONS #2

RULE 18 MOTION TO POSTPONE DEFINITELY

RULE 19 MOTION TO REFER (COMMIT)

RULE 20 MOTION TO AMEND

RULE 21 MOTION TO POSTPONE INDEFINITELY

RULE 22 MOTION TO RECONSIDER

RULE 23 MOTION TO RESCIND

RULE 24 REQUEST TO WITHDRAW A MOTION

MOTIONS #3

RULE 25 INCIDENTAL MOTIONS – POINT OF ORDER

RULE 26 INCIDENTAL MOTIONS – ~~POINT OF REQUEST FOR INFORMATION~~

PUBLIC PARTICIPATION AND MAINTENANCE OF ORDER

RULE 27 MAINTENANCE OF ORDER AND DEBATE

RULE 28 RIGHT TO SPEAK IN DEBATE

RULE 29 PUBLIC MEETINGS AND PARTICIPATION BY PUBLIC

CONDUCT, ETHICS AND DISCIPLINARY ACTIONS

RULE 30 GENERAL CONDUCT AND STANDARDS OF CONDUCT

RULE 31 ETHICS

RULE 32 DISCIPLINARY ACTIONS

REVIEW OF CITY COUNCIL RULES

RULE 33 ANNUAL REVIEW OF CITY COUNCIL RULES

GENERAL

PREAMBLE

These are rules governing the orderly conduct of Flint City Council meetings in accordance with Robert's Rules of Order and certain laws.

OPEN MEETINGS ACT (OMA)

City Council meetings are subject to the Open Meetings Act, Public Act 267 of 1976, MCL 15.261 through 15.275.

FREEDOM OF INFORMATION ACT (FOIA)

All documents of the meetings of the Flint City Council (i.e. agendas, minutes, attachments, transcripts, recordings) are public documents subject to the FOIA, MCL 15.231 *et seq.* unless subject to exemptions rule in FOIA.

PARLIAMENTARY AUTHORITY

Rule 1.1 All matters of procedure not covered specifically by Council Rules, State, or Local law, shall be governed by Robert's Rules of Order 11th Ed. If a conflict arises between Council Rules and Robert's Rules of Order, Council Rules take precedence.

Rule 1.2 The President or Chair (Presiding Officer) ~~SHALL (is required to) shall~~ decide all questions arising under these rules and general parliamentary practice, subject to appeal. While on all questions of order, and of interpretation of the rules, and of priority of business, ~~it is the DUTY of (The Chairman to shall~~ first decide the question, and it is the privilege of any member to may "appeal from the decision." If the appeal is seconded, the Chairman ~~shall~~ states his ~~their~~ decision, and that it has been appealed from, and then states the question thus: "Shall the decision of the Chair stand as the judgment of Council?" The Chairman can then, without leaving the chair, state the reasons for his ~~their~~ decision, after which it is open to debate. Unless ~~The appeal shall be determined by a~~ majority of the Councilpersons ~~Councilmembers-elect~~ vote against the Chair's ruling, the ruling stands.

Rule 1.3 City Council can appoint a person of their choosing to be the Parliamentary Authority, but any Councilmember may make reference to either City Council Rules, which take precedence over Robert's Rules, or reference to Robert's Rules when the issue is not covered in City Council Rules.

Commented [WK1]: Per 3-204(A) of the City Charter, "Except as otherwise provided by this Charter no action of the City Council shall be effective unless a majority of the members elect of the City Council vote in favor of the action."

SUSPENSION AND AMENDMENT OF RULES

Rule 2.1 Any individual ~~The rules~~ may be suspended on the vote of two-thirds of the Councilpersons ~~Councilmembers-elect~~, to allow for consideration of business that would not otherwise be allowed, unless other rules provide for an alternative means of conducting said business. A motion to suspend a rule is not debatable.

Rule 2.2 The rules may be amended in accordance with Section 1-801 of the Flint City Charter.

ORGANIZATION #1

COUNCIL PRESIDENT; PRESIDING AT MEETINGS

- Rule 3.1 The Council shall have a President and a Vice-President, each chosen by a majority of the ~~Councilpersons~~Councilmembers-elect for a ~~one-year~~ term which shall end on the second Monday in November.
- Rule 3.2 The President shall preside at the meetings of the Council and, in the absence of the President, the Vice-President shall preside. If both the President and Vice-President are absent, a Chairperson from a Council Committee shall preside in the following order: Finance, Governmental Operations, Legislative, Grants.

COMMITTEES

- Rule 4.1 The President, unless otherwise directed by the Council, shall appoint all committee chairs and vice-chairs for a one-year term which shall end on the second Monday in November.
- Rule 4.2 The standing committees of the City Council are Finance, Governmental Operations, Legislative, Grants, and Special Affairs. The Council President may determine in which order they are addressed.
- Rule 4.3 Finance Committee - Business conducted consists of all matters relating to City finances (e.g. spending, revenue, contracts, fees, budgets, audits, etc.). Finance Committee shall meet at 5:00 pm on the Wednesdays a week before regular Council meetings. [Note - see Rule 6.8A]
- Rule 4.4 Legislative Committee - Business conducted consists of all matters relating to City legislation (e.g. ordinances, policies, etc.). Legislative Committee shall meet after Finance Committee. [Note - see Rule 6.8B]
- Rule 4.5 Governmental Operations Committee - Business conducted consists of all matters relating to governmental function (e.g. multi-member bodies, policies and procedures, matters related to City government and City departments, etc.). Governmental Operations Committee shall meet after Legislative Committee. [Note - see Rule 6.8C]
- Rule 4.6 Grants Committee - Business conducted consists of all matters relating to City grant programs and grant awards (e.g. applying for grants, accepting and monitoring of grants, federal and state grant monies, and local grant dollars, etc.). Grants Committee shall meet after Governmental Operations Committee. [Note - see Rule 6.8D]
- Rule 4.7 Special Affairs Committee - Reserved for any standing committee agenda item needing additional discussion or information, as well as for any emergency agenda submission. Special Affairs Committee shall meet at 4:30 p.m. right before regular Council meetings on the 2nd and 4th Mondays of the month. [Note - see Rule 6.8E]
- Rule 4.8 All standing committees of Council shall be comprised of all members of Council who are not under disciplinary actions/restrictions.

- Rule 4.9 The President, at ~~his~~^{her}~~her~~^{their} own discretion, may create ad hoc committees and shall appoint these committees' chairs and members. The President shall determine the number of ~~Council member~~^{Councilmembers} comprising these committees.

ORGANIZATION #2

TIME AND PLACE OF MEETINGS AND SPECIAL MEETINGS

- Rule 5.1 All meetings of the City Council and all committees of the Council shall take place in the Council Chambers on the third floor of City Hall or at such other places as the Council may determine.
- Rule 5.2 The regular meeting of the City Council is 5:30 p.m. on the second and fourth Monday of every month.
- Rule 5.3 The Flint City Council may schedule other committee meetings as deemed necessary.
- Rule 5.4 In the event of a call for a special meeting or a change in the time or place of a meeting, the Clerk shall be notified and shall see that each ~~Councilperson~~^{Councilmember} and the public are informed as is required by the Open Meetings Act.
- Rule 5.5 The Mayor shall be notified of all meetings of the City Council.

AGENDA FOR REGULAR MEETINGS OF COUNCIL

- Rule 6.1 Matters shall be placed on the agenda of any meeting of the City Council by action of the Council President or any presiding Chair of any committee of the Council, or at the request of the Mayor or Clerk, prior to the start of the meeting. After roll call, the presiding officer shall ask for "any additions or changes to the agenda". Agenda changes or additions need to be approved by the presiding officer.
- Rule 6.2 Any agenda matters that require official Council action at the meeting for final adoption (i.e., resolutions, budget amendments, grant acceptances, etc.) must be accompanied by the appropriate documentation such as staff review reports, etc., and must be signed by the required signatories.
- Rule 6.3 The deadline for contacting City Council staff for the purpose of adding matters to an agenda shall be by 12:00 pm (noon) on Thursdays.
- Rule 6.~~5~~⁴ The presiding officer shall choose a person to lead the Pledge of Allegiance.
- Rule 6.~~5~~⁶ Opening Ceremonies will consist of Pledge of Allegiance, a short prayer or blessing, and may include requests for moments of silence for deceased or ailing individuals. Spiritual leaders (of many faiths) ~~will~~^{may} be invited and scheduled to offer a short prayer after the Pledge of Allegiance. The City Clerk will be responsible for making these arrangements.

AGENDAS FOR COMMITTEE MEETINGS

- Rule 6.8 Items denoted with ** will only appear on a committee agenda if necessary. If there is no such matter to be addressed, then it will not appear on the agenda.
- Rule 6.8a Finance Committee Agenda - Roll Call, **Closed Session [Executive Session], **Special Order, Resolutions, Discussion Items, Outstanding Discussion Items, Adjournment
- Rule 6.8b Legislative Committee Agenda - Roll Call, **Resolutions, Ordinances, Discussion Items, Outstanding Discussion Items, Adjournment
- Rule 6.8c Governmental Operations Committee Agenda - Roll Call, **Special Order, **Licenses, Resolutions, Appointments, Discussion Items, Outstanding Discussion Items, Adjournment
- Rule 6.8d Grants Committee Agenda - Roll Call, Resolutions, Discussion Items, Outstanding Discussion Items, Adjournment
- Rule 6.8e Special Affairs Agenda - Roll Call, **Closed Session [Executive Session], **Special Order, Resolutions, Appointments, Ordinances, Discussion Items, Additional Council Discussion, Adjournment
- Rule 6.9 Rules 6.1, 6.2, 6.3 and 6.4 concerning regular Council meetings also apply here to Committee meetings, except that any Committee member may request that an agenda item be placed on the agenda for that Committee. Section 31.12 of the Disorderly Persons Ordinance applies to all committee meetings.

ORDER OF BUSINESS FOR REGULAR MEETINGS OF COUNCIL

- Rule 7.1 The order of business at Regular Meetings of the City Council shall be as follows:
- I Call to Order, Roll Call and opening ceremonies
 - II Reading of Disorderly Persons Section
 - III Request for Changes and/or Additions to Agenda
(Council shall vote to adopt any amended agenda.)
 - IV Presentation of Minutes
(Council shall vote to accept minutes.)
 - V Special Orders
(~~Any Councilperson~~Councilmember may request that permission for a Special Order ~~be placed on the agenda~~, but it must first be approved by both the Council President, and Committee Chair if raised during a Committee meeting.)
 - VI Public Hearings
 - VII Public Speaking
(Three [3] minutes per speaker. Only one speaking opportunity per speaker. Numbered slips will be provided prior to the start of a meeting to those wishing to speak during this agenda item. No additional speakers or slips will be accepted after the meeting begins. Speakers may not allocate or "donate" their allotted time to another person. Council

members may not speak during public speaking, nor may they make response comments to speakers. Council members may use their five (5) minutes for final comments to address any issues that have been addressed by public speakers.)

VIII Petitions and Unofficial Communications

IX Official Communications – From Mayor and Other City Officials

X Additional Communications

XI Appointments

XII Licenses

XIII Resolutions (A Council member who desires to speak in debate must obtain

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the floor by being recognized by the presiding Chair. In the debate, each member has the right to speak twice [for a maximum of five (5) minutes] on the same question on the same day, but cannot make a second speech on the same question so long as any member who has not spoken on that

question desires the floor. A member who has spoken twice on a particular question on the same day has *exhausted his/her right*

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to debate that question for that day. A timer will be utilized. No “banking” of time or division of time for future use is allowed.

Council members may request to ask questions of Administrative staff, etc. During debate on any agenda item, Guest speaker time allowed shall be determined by the presiding Chair and is not considered to be part of the limited debate time allocated to council members.

XIV Liquor Licenses

XV Introduction and First Reading of Ordinances

XVI Second Reading and Enactment of Ordinances

XVII Additional Discussion Items

XVIII Final Council Comments

XIV Adjournment

ORGANIZATION #3

CLOSED SESSIONS

Rule 7.2 Pursuant to the Open Meetings Act, the Flint City Council may meet in Closed Session for one or more of the following purposes: The Open Meetings Act provides exemptions to the rule that government body meetings must be open to the public:

Meeting in closed session—a public body may meet in a closed session only for one or more of the permitted purposes specified in Section 8 of the OMA.

The limited purposes include, among others:

- (1) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named person requests a closed hearing.
- (2) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.
- (3) To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.
- (4) To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body.
- (5) To review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential. However, all interviews by a public body for employment or appointment to a public office shall be held in an open meeting pursuant to this act.
- (6) To consider material exempt from discussion or disclosure by state or federal statute. But note—a board is not permitted to go into closed session to discuss an attorney's oral opinion, as opposed to a written legal memorandum.

7.3 ————— A closed session must be conducted during the course of an open meeting.

Section 2(e) of the OMA defines "closed session" as "a meeting or part of a meeting of a public body that is closed to the public." Section 9(1) of the OMA provides that the minutes of an open meeting must include "the purpose or purposes for which a closed session is held."

—Rule 7.43 ————— **GOING INTO CLOSED SESSION [EXECUTIVE SESSION]** – A 2/3 roll call vote of the Councilmembers-Elect is required to meet in closed session for purposes (3) through (6), as listed in Rule 7.2. A majority vote of the Councilmembers-Elect is sufficient for purposes (1) and (2), as listed in Rule 7.2. The roll call vote and the purpose or purposes for meeting in closed session shall be recorded in the minutes of the meeting at which the vote is taken.

~~SECTION~~

~~7(1) OF THE OMA SETS OUT THE PROCEDURE FOR CALLING A
CLOSED SESSION: A 2/3 ROLL CALL VOTE OF MEMBERS ELECTED
OR APPOINTED AND SERVING IS REQUIRED TO CALL A CLOSED~~

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SESSION, EXCEPT FOR THE CLOSED SESSIONS PERMITTED UNDER SECTION 8(A), (B), (C), (G), (H), AND (J). THE ROLL CALL VOTE AND THE PURPOSE OR PURPOSES FOR CALLING THE CLOSED SESSION SHALL BE ENTERED INTO THE MINUTES OF THE MEETING AT WHICH THE VOTE IS TAKEN. THUS, A PUBLIC BODY MAY GO INTO CLOSED SESSION ONLY UPON A MOTION DULY MADE, SECONDED, AND ADOPTED BY A 2/3 ROLL CALL VOTE OF THE MEMBERS APPOINTED AND SERVING DURING AN OPEN MEETING FOR THE PURPOSE OF (1) CONSIDERING THE PURCHASE OR LEASE OF REAL PROPERTY, (2) CONSULTING WITH THEIR ATTORNEY, (3) CONSIDERING AN EMPLOYMENT APPLICATION, OR (4) CONSIDERING MATERIAL EXEMPT FROM DISCLOSURE UNDER STATE OR FEDERAL LAW. A MAJORITY VOTE IS SUFFICIENT FOR GOING INTO CLOSED SESSION FOR THE OTHER OMA PERMITTED PURPOSES.

Rule 7.45 ~~LEAVING A CLOSED SESSION~~ ~~[EXECUTIVE SESSION]~~ - The City Council may leave a closed session upon a majority vote of the Councilmembers-elect. ~~THE OMA IS~~

~~SILENT AS TO HOW TO LEAVE A CLOSED SESSION. SUGGESTED IS FOR A MOTION TO BE MADE TO END THE CLOSED SESSION WITH A MAJORITY VOTE NEEDED FOR APPROVAL. ADMITTEDLY, THIS IS A DECISION MADE IN A CLOSED SESSION, BUT IT CERTAINLY ISN'T A DECISION THAT "EFFECTUATES OR FORMULATES PUBLIC POLICY." WHEN THE PUBLIC BODY HAS CONCLUDED ITS CLOSED SESSION, THE OPEN MEETING MINUTES SHOULD STATE THE TIME THE PUBLIC BODY RECONVENED IN OPEN SESSION AND, OF~~

COURSE, ANY VOTES ON MATTERS DISCUSSED IN THE CLOSED
SESSION MUST OCCUR IN AN OPEN MEETING.

Rule 7.56 ~~----- DECISIONS ON MATTERS DISCUSSED IN CLOSED SESSION TO BE
MADE DURING OPEN SESSION DECISIONS MUST BE MADE DURING AN
OPEN MEETING, NOT THE
----- CLOSED SESSION [EXECUTIVE SESSION] SECTION 3(2) OF THE
----- OMA REQUIRES THAT "ALL DECISIONS OF A PUBLIC BODY
SHALL
----- BE MADE AT A MEETING OPEN TO THE PUBLIC," SECTION 2(D) OF
----- THE OMA DEFINES "DECISION" TO MEAN "A DETERMINATION,
----- ACTION, VOTE, OR DISPOSITION UPON A MOTION, PROPOSAL,
----- RECOMMENDATION, RESOLUTION, ORDER, ORDINANCE, BILL,
OR
----- MEASURE ON WHICH A VOTE BY MEMBERS OF A PUBLIC BODY
IS
----- REQUIRED AND BY WHICH A PUBLIC BODY EFFECTUATES OR
----- FORMULATES PUBLIC POLICY. All determinations, actions, votes, or
dispositions of motions, proposals, recommendations, resolutions, orders,
ordinances, bills, or measures by which the City Council effectuate or formulates
public policy must be made during an open session."~~

Rule 7.76 ~~----- All matters discussed in closed session are privileged and not to be shared
with any person outside of the closed session. ALL MATTERS DISCUSSED IN
CLOSED SESSION [EXECUTIVE
----- SESSION] AND MATERIALS PROVIDED ARE PRIVILEGED
----- INFORMATION AND ARE NOT TO BE SHARED WITH ANY
----- PERSON(S) OUTSIDE OF THE SESSION.~~

ACTION BY COUNCIL

FORM OF ACTION BY COUNCIL: DIVISION OF QUESTION

(NOTE: THIS ACTION IS OFTEN UTILIZED BY COUNCIL FOR MASTER
RESOLUTIONS AND SEPARATION OF SPECIFIC RESOLUTIONS)

- Rule 8.1 All official action of the Council as required by the City Charter shall be by ordinance or resolution, but decisions on parliamentary procedure may be made upon motion. Other action may be made upon motion, including decisions on parliamentary procedure.
- Rule 8.2 No motion may be debated by the Council until it has been stated by the presiding officer and it must be reduced to writing if requested by the presiding officer or any Councilperson/Councilmember.
- Rule 8.3 If a question before the Council is susceptible of division, it shall be divided on the demand of any Councilperson/Councilmember.

VOTING

- Rule 9.1 The determination of any question at a regular City Council meeting shall require a roll call vote.
- Rule 9.2 The determination of any question at a committee meeting shall be by voice vote unless a member objects, in which case upon call of the Chair for a vote, if there is an objection, a roll call vote shall be taken.
- Rule 9.3 The voting on all roll calls shall be rotated so that the Councilperson/Councilmember representing the First Ward shall cast the first vote on the first roll call of any meeting, the Councilperson/Councilmember from the Second Ward shall cast the first vote on the second roll call at any meeting, and so on throughout the meeting so that the first vote on a roll call shall be solicited from the succeeding Councilperson/Councilmember. Following the first vote on any roll call, the remaining Councilperson/Councilmembers shall be called in consecutive order until all nine Councilperson/Councilmembers have been afforded an opportunity to vote on any question.
- Rule 9.4 A Councilmember must be seated at their designated seating place in order to vote. Proxy votes are not allowed.
- Rule 9.5 INTERRUPTION OF VOTES – Interruptions during the taking of a vote are permitted only before any member has actually voted, unless, as sometimes occurs in ballot voting, other business is being transacted during voting or tabulating.
- Rule 9.6 RULE AGAINST EXPLANATION BY MEMBERS DURING VOTING - A member has no right to “explain his vote” during voting, which would be the same as debate at such a time.
- Rule 9.7 CHANGING ONE'S VOTE – A member has a right to change his vote up to the time the result is announced by the Chair. A request to change a vote after the Chair's announcement requires After that s/he can make the change only by the unanimous consent of the assembly requested body and granted, without debate, and may only be made immediately after the Chair's announcement, immediately following the chair's announcement of the result of the vote.

Rule 9.8 ABSTAINING VOTES – To “abstain” means to not vote at all.

Rule 9.9 ABSTAINING FROM VOTING ON A QUESTION OF DIRECT PERSONAL INTEREST – No member should vote on a question in which he/she has a direct personal or pecuniary interest not common to the other members of the organization. Voting on questions which affect oneself – the rule on abstaining from voting on a question of direct personal interest does not mean that a member should not vote for him/herself for an office or other position to which members generally are eligible, or should not vote when other members are included with him in a motion.

INTRODUCTION AND ENACTMENT OF ORDINANCES

~~(BOTH Any City Councilmember or the Mayor may introduce an Ordinance CITY COUNCIL AND THE LEGAL DEPARTMENT MAY INTRODUCE~~

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~~AN ORDINANCE))~~

Rule 10.1 Upon the introduction of any ordinance, the City Clerk shall proceed as directed in Section 3-302 *et seq* of the Flint City Charter.

Rule 10.2 After a public hearing has been completed, any ~~Councilperson~~Councilmember may move the enactment of the ordinance.

Rule 10.3 If the ordinance is amended to the extent that there has been inadequate notice to the public of the content of the ordinance, it shall not be enacted until the procedures of Section 3-301 *et seq* of the Flint City Charter Section 3-302 are complied with.

Rule 10.4 Every ordinance must state the date that it becomes effective. After the vote on the enactment of the ordinance, any ~~Councilperson~~Councilmember may move that it be given immediate effect upon publication, rather than the date stated. Any effective date earlier than thirty days after enactment requires a two-thirds vote of the CouncilpersonCouncilmembers-elect.

Rule 10.5 Every ordinance shall be submitted to the Chief Legal Officer of the City (FOR CORRECT FORMAT, NOT CONTENT) for review and approval as to form prior to enactment.

MOTIONS

CONSIDERATION OF MOTIONS

Rule 11.1 When a question is under debate, the Chair will receive only the following motions:

- Rule 13 to adjourn
- Rule 14 to recess
- Rule 15 to postpone temporarily (lay on the table)
- Rule 16 to vote immediately (previous question)
- Rule 17 to limit debate
- Rule 18 to postpone definitely

Rule 19	to refer (commit)
Rule 20	to amend
Rule 21	to postpone indefinitely
Rule 22	to reconsider
Rule 23	to rescind
Rule 24	to withdraw a motion
Rule 25	point of order
Rule 26	point of request for information

Rule 11.2 If more than one of the above motions are made, they shall be considered in the order listed.

SUPPORT FOR MOTIONS

Rule 12.1 No motion may be considered or debated unless it has the support of been seconded by at least one other Councilperson Councilmember and has been properly stated by the Chair. ~~The Chair does not have to recognize a member before that member may second a motion.~~

Rule 12.2 Nominations need not be seconded.

MOTIONS #1

MOTION TO ADJOURN

Rule 13.1 A motion to adjourn is always in order. If it is made during the count of a vote, it will not be considered until after the vote is announced.

Rule 13.2 A motion to adjourn ~~will be decided without debate is not debatable~~. However, the issue of the time to reconvene may be debated if it is introduced by the maker of the motion or by amendment.

MOTION TO RECESS

Rule 14.1 A motion to recess shall state the length of the recess and ~~shall be decided without debate is not debatable~~

Rule 14.2 When a recess is taken during the pending of any question, the consideration of the question shall be resumed upon the reassembling of the Council.

Rule 14.3 The Chair may order a recess without objection.

MOTION TO POSTPONE TEMPORARILY (LAY ON THE TABLE)

Rule 15.1 The Council may decide to postpone temporarily any matter pending before it. ~~The motion may be referred to as a motion to lay on the table.~~

~~Rule 15.2~~ ~~A decision to lay upon the table shall have the effect of postponing the question involved, all pending amendments, and other adhering motions, until later in that meeting.~~

Rule 15.2³ If a decision is made to resume consideration of a matter or to take up from the table, it shall return in exactly the same form as when it was postponed temporarily. A motion to resume consideration must be made at the same meeting.

~~Rule 15.3~~ ~~If a motion to resume consideration fails or is not made, the pending matter shall be added to the next meeting agenda.~~

~~Rule 15.4~~ ~~All matters postponed temporarily shall be considered at the meeting at which they were postponed. If the motion to take up from the table fails, the issue is considered to have failed.~~

Rule 15.5⁴ A motion to postpone temporarily or to resume consideration shall be decided without debate; is not debatable

MOTION TO VOTE IMMEDIATELY (PREVIOUS QUESTION OR CALL THE QUESTION)

Rule 16.1 Any ~~Councilperson~~Councilmember may move to vote immediately. If the motion is supported, debate will cease immediately. A two-thirds vote is required for the motion to carry. ~~Failure to cease talking shall result in disciplinary action. Violators shall be removed from the meeting.~~

Rule 16.2 If the motion receives a majority of the votes of the ~~Councilperson~~Councilmembers-elect, in accordance with Section 3-204(a) of the Charter, the Council shall vote on the pending question or questions in their regular order.

~~Rule 16.3~~ ~~A motion to vote immediately is not debatable.~~

MOTION TO LIMIT OR EXTEND DEBATE

Rule 17.1 The Council may decide, by majority vote, to limit or determine the time that will be devoted to discussion of a pending motion or to modify or remove limitations already imposed on its decision. This may include a limit of time for each ~~councilperson~~Councilmember to speak to the issue. ~~Failure to cease talking when a time limit has been reached shall result in disciplinary action. Violators shall be removed from the meeting.~~

Rule 17.2 If each ~~councilperson~~Councilmember has a limited time to speak, this time limit shall include any questions asked and/or answered per the ~~councilperson~~Councilmembers request.

~~Rule 17.3~~ ~~A motion to limit or extend debate is not debatable.~~

MOTIONS #2

MOTION TO POSTPONE DEFINITELY

- Rule 18.1 The Council may decide to put off consideration of a pending main motion and to fix a definite time for its consideration.
- Rule 18.2 The debate on the motion to postpone definitely shall be limited to the reasons for the postponement and the time the main motion shall be taken up.

MOTION TO REFER (COMMIT)

- Rule 19.1 If a motion to refer a matter to a committee or other agency has been made, the Council shall proceed to decide the question of the referral.
- Rule 19.2 There shall be no further debate on the merits of the main motion or amendments to the main motion until the referral motion is decided.

MOTION TO AMEND

- Rule 20.1 A motion to amend must be germane to the main motion.
- Rule 20.2 An amendment may be amended but an amendment to an amendment may not be amended.

MOTION TO POSTPONE INDEFINITELY

- Rule 21.1 The Council may decide to prevent discussion or further discussion on a question by voting to postpone it indefinitely.
- Rule 21.2 A motion that has been postponed indefinitely cannot come up again at the same meeting. If it is reintroduced at a later meeting, it shall be treated as a new motion.

MOTION TO RECONSIDER

- Rule 22.1 A motion to reconsider any decision of the City Council may be made by any Councilperson/Councilmember that voted in the affirmative on the motion in question.
- Rule 22.2 A motion to reconsider may be made at the same meeting or not later than the next succeeding regular meeting of the Council provided that notice has been given to the Council prior to the start of the meeting.
- Rule 22.3 No question may be reconsidered more than once.
- Rule 22.4 If a decision of the Council has gone into effect, the motion to reconsider shall not be in order.

MOTION TO RESCIND

- Rule 23.1 Action to rescind, repeal or annul a previous action may be by resolution unless the previous action is an ordinance. Action to repeal a published ordinance may only be by ordinance regardless of whether the ordinance has gone into effect.

- Rule 23.2 Notice of a motion to rescind a previous action must be given to the Clerk at least two days prior to the meeting at which the motion is to be made. However, the Council may vote by two-thirds of ~~Councilperson~~Councilmembers-elect to waive the notice.
- Rule 23.3 Motions to rescind may be reconsidered regardless of whether the vote was affirmative or negative.

MOTIONS #3

REQUEST TO WITHDRAW A MOTION

- Rule 24.1 Any ~~Councilperson~~Councilmember may withdraw his or her motion before it has been restated by the Chair and placed before the assembly. The ~~Councilperson~~Councilmember need not obtain concurrence of any other person.
- Rule 24.2 After the motion has been placed before the assembly, it may only be withdrawn by majority consent of all ~~Councilperson~~Councilmembers present. A request to withdraw is undebatable.
- Rule 24.3 No request to withdraw a motion may be made after the vote on the motion has commenced.

INCIDENTAL MOTIONS – POINT OF ORDER

- Rule 25.1 The purpose of a point of order is to correct a breach in the rules when the presiding officer does not correct it, or when the presiding officer makes a breach of the rules.
- Rule 25.2 A point of order should not be used for minor infractions: that do not affect the substantive rights of the City Council, or a member
- Rule 25.3 A point of order does not need a second, can interrupt a speaker, is not debatable, and is decided by the chair.
- Rule 25.4 A point of order cannot be ignored by the presiding officer. A ruling of “agreement – out of order” or “disagree – denied” must be given. All debate and/or talking shall cease immediately when a point of order is raised, in order for the presiding officer to rule. Failure to cease talking shall result in disciplinary action. Violators shall be removed from the meeting
- Rule 25.5 Any two members have the right to appeal the presiding officer’s decision on a point of order. ~~This requires one member making (or taking) the appeal and another seconding (or supporting) it. Lack of support means the motion fails. If the motion is supported, the Council body votes to decide the question, as set forth in Rule 1.2. Members have no right to question the decision or ruling of the presiding officer unless they appeal from his/her decision.~~

INCIDENTAL MOTIONS – POINT REQUEST FOR OF INFORMATION

- Rule 26.1 ~~A requestpoint~~ for information~~ef information~~ generally applies to information desired from a speaker.

- Rule 26.2 Its purpose is to help one understand the process and the potential consequences of the next voting.
- Rule 26.3 A request for information cannot be ignored by the presiding officer, but the presiding officer – upon hearing the request – may decide whether the request is legitimate and can proceed, or whether the speaker is misleadingly utilizing this motion to secure the floor for other purposes. The Presiding Officer must rule with either “Proceed” or “Denied”.
- Rule 26.4 A ~~request for information~~ point of information can be given made with a very short explanation but using this tactic as an opportunity to gain the floor is not allowed. Multiple abuses of use of point of information is cause for disciplinary action.

PUBLIC PARTICIPATION AND MAINTENANCE OF ORDER

MAINTENANCE OF ORDER AND DEBATE

(The public and City Council are both subject to the disorderly ~~person~~-persons ordinance section 31-101 and the general code of conduct. Additionally, the Chair or Presiding Officer has a responsibility and duty to enforce these rules and sanctions for the purpose of maintenance of order. Only the Chair or Presiding Officer may determine and rule on who/what is in or out of order. Violations of this rule shall result in removal from the meeting.)

- Rule 27.21 When a member has been called to order, the Chair shall determine whether or not he or she is in order. Every question of order shall be decided by the Chair subject to an appeal to the Council by any member. If a member is called to order for words spoken, the exceptional words shall be immediately taken down in writing so that the presiding officer or Council may be better able to judge the matter.
- Rule 27.32 During any portion of any meeting, ~~council member~~Councilmembers may not engage in any type of argumentative discourse with members of the audience, at any time, for any reason. ~~Any council member or audience member who engages in this behavior during a meeting shall be removed from the meeting.~~
- Rule 27.43 Only the presiding officer may call an individual (or staff member, or department head, etc.) up to the podium (and/or table) to speak. Other ~~council member~~Councilmembers would have to petition the presiding officer to make this request.

RIGHT TO SPEAK IN DEBATE

- Rule 28.1 Every ~~Councilperson~~Councilmember and every person granted the privilege of speaking to the City Council, on any matter before the City Council. ~~-shall address all remarks to members of the Council and shall not speak until recognized.~~
- Rule 28.2 When two or more Councilmembers address the Chair at the same time, the Chair shall name the ~~Councilperson~~Councilmember who is first to speak.
- Rule 28.3 A Councilmember who desires to speak, on any matter before the City Council, must obtain the floor by being recognized by the presiding Chair. Unless otherwise specified by these rules each member has the right to speak up to twice on the same

question on the same day, for 5 minutes during each round, but cannot make a second speech on the same question so long as any member who has not spoken on that question desires the floor. A member who has spoken twice on a particular question on the same day or who has exhausted their allocated time has exhausted his/her right to debate on that question for that day. The Clerk shall utilize a timer and track members time.

Rule 28.4 Councilmembers may request, from the presiding Chair, the opportunity to ask questions of Administrative Staff, etc., during debate on any agenda item. Any such questions and responses shall be incorporated as part of the Councilmember's allotted time.

PUBLIC MEETINGS AND PARTICIPATION BY PUBLIC

Rule 29.1 All meetings of the Council shall be open to the public in accordance with law.

Rule 29.2 If a member of the public wishes to address the City Council, they may do so at the regular City Council meeting. He or she shall submit, prior to the start of the meeting, a statement in writing containing his or her name and address and the topic to be covered. A box will be placed at the entrance to the Council Chambers for the collection of the statements.

Rule 29.3 Members of the public shall have no more than 3 minutes per speaker during public comment. Only one speaking opportunity per speaker. Numbered speaker slips will be provided prior to the start of a meeting to those wishing to speak during this portion of the agenda. No additional speakers or slips will be accepted after the meeting begins. City council member Councilmembers may not also address council speak as a member of the public at this time. Public S speakers may not allocate or "donate" their allotted time to another person.

Rule 29.4 If a member of the public is addressing the Council at a scheduled public hearing, he or she shall stand to obtain recognition by the President at the opening of the hearing or at the conclusion of the remarks of the previous speaker.

Rule 29.5 Members of the public shall have no more than 40.3 minutes to address the City Council during a public hearing.

Rule 29.6 Councilmembers may not speak during public hearings nor may they make response comments to speakers.

Rule 29.76- Any person while being heard speaking at a Council meeting may be called to order by the President or any Councilperson Councilmember for failure to be germane, for vulgarity, for personal attack of persons or institutions, or for speaking in excess of the allotted time.

Rule 29.87- Any person who is called to order shall thereupon yield the floor until the President shall have determined whether he or she is in order. Every question of order shall be decided by the President subject to an appeal by any Councilperson Councilmember to the Council. If a person so engaged in presentation shall be determined by the Council to be out of order, that person shall not be permitted to continue at the same meeting except on special leave of the Council.

Rule 29.98- ~~Councilperson~~Councilmembers may ~~not~~ respond to any public speakers, 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 until Final Council Comments.

CONDUCT, ETHICS AND DISCIPLINARY ACTIONS

GENERAL CONDUCT AND STANDARDS OF CONDUCT

Rule 30.1 Every ~~councilperson~~Councilmember is subject to the established rules or general conduct and the standards of conduct as may be adopted by the City Council.

ETHICS

Rule 31.1 Every ~~councilperson~~Councilmember is subject to the established ethics rules of the City of Flint Charter and Ethics Ordinance.

DISCIPLINARY ACTIONS

Rule 32.1 Every ~~councilperson~~Councilmember is subject to the established rules and disciplinary actions for violations of rules and city ordinances.

REVIEW OF CITY COUNCIL RULES

Rule 33.1 Every December, the City Council shall place an item on the Special Affairs Committee agenda for a review of these rules.

Rule 33.2 At his/her own discretion, the Council President may at any time appoint a committee and its members to review and offer revisions of City Council Rules.

~~Rule 33.3 The rules may be revised upon a 2/3 majority vote of City Council members, per the City Charter. All Council members are subsequently and immediately subject to the approved rules.~~

Rule 33.4~~3~~ It is the responsibility and duty of the Council President, Vice President, and all the Committee Chairs to ensure that these rules are adhered to and to apply the recommended disciplinary actions if they are not. Failure to do so is itself a violation of the rules and can subjects the violator to disciplinary actions.

RULES ORIGINALLY ADOPTED: MAY 10, 1976

1ST AMENDMENT ADOPTED: MAY 24, 2010

2ND AMENDMENT ADOPTED: APRIL 27, 2015

3RD AMENDMENT ADOPTED: JUNE 12, 2017

4TH AMENDMENT ADOPTED:

220059



RESOLUTION NO. _____

PRESENTED: _____ FEB - 9 2027

ADOPTED: _____

RESOLUTION TO ENTER INTO AGREEMENT WITH MOTT PARK RECREATION

BY THE CITY ADMINISTRATOR:

WHEREAS, This agreement (hereinafter "Agreement") is for the purpose of renewing and expanding the partnership agreement entered into between the City of Flint, a municipal corporation (hereinafter "City") and Mott Park Recreation Association (hereinafter "Association"), collectively referred to herein as the "Parties."

WHEREAS, the City of Flint Master Plan sets goals to provide and maintain a balanced and equitable system of parks and recreation opportunities; and

WHEREAS, the Association is a 501(c)(3) non-profit volunteer organization which has maintained the property described in this agreement since 2011 and is dedicated to expanding access to quality recreational facilities and programs to all citizens of the City of Flint; and

WHEREAS, the property which is the subject matter of this Agreement is described as parcels:

40-11-351-098
40-14-128-001
40-14-128-002
40-14-101-001
40-14-101-002
40-14-101-003
40-14-251-001

THEREFORE BE IT IS RESOLVED, that the Flint City Council hereby authorize the entering into this 50 year lease agreement with Mott Park Recreation.

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

Clyde Edwards, City Administrator

Council President Eric B. Mays

MOTT PARK RECREATION AGREEMENT

This agreement (hereinafter "Agreement") is for the purpose of renewing and expanding the partnership agreement entered into between the City of Flint, a municipal corporation (hereinafter "City") and Mott Park Recreation Association (hereinafter "Association"), collectively referred to herein as the "Parties."

WHEREAS, the City of Flint Master Plan sets goals to provide and maintain a balanced and equitable system of parks and recreation opportunities; and

WHEREAS, the Association is a 501(c)(3) non-profit volunteer organization which has maintained the property described in this agreement since 2011 and is dedicated to expanding access to quality recreational facilities and programs to all citizens of the City of Flint; and

WHEREAS, the property which is the subject matter of this Agreement is described as parcels:

40-11-351-098
40-14-128-001
40-14-128-002
40-14-101-001
40-14-101-002
40-14-101-003
40-14-251-001

Hereinafter referred to as the "Park"

THEREFORE, in consideration of the mutual covenants contained herein, the consideration of which is hereby stipulated to, the Parties agree as follows:

1. Operation of the Park. The Association is hereby given the use, control and operation of the premises formerly described as the Mott Park Golf Course, including the club house, (hereinafter "Park").
2. Grant Administration. The Parties will work collectively to oversee the application and implementation of grants for capital improvements to the Park. From the date of the execution of this agreement, applications for grants (any implementation thereof), shall be the joint responsibility of the City and the Association to the greatest extent possible. Grants applied for by the Association shall be approved by the City of Flint department head prior to acceptance.
3. Park As Is. The City is providing the use of the Park AS IS, with all faults, and makes no representations regarding the condition of the Park usability for any purpose. The Association shall inspect the Park and make all determinations as to its usability for any purpose prior to the use of the Park.

4. Compliance with Laws, Regulations and Park Rules; Enforcement. The Parties agree to comply with all federal, state, and local laws, regulations and permitting requirements in the performance of this Agreement.
5. Park Reservations and Special Events. The Association will coordinate facility reservations at the Park pursuant to a fee schedule approved by the City. The Association may retain such fees collected solely for reinvestment in Park maintenance, operations and improvements.
6. Facility Rental. The Association may rent the clubhouse upon such terms as shall be approved by the City and any proceeds obtained thereby will be used for maintenance, operational expenses, or improvements to the Park. Rentals or subletting of the clubhouse or storage space for a term no longer than the terms of this Agreement, must be approved in writing by the City of Flint Department head prior to any legal agreement entered into by the Association. The Association will coordinate with the City on facility rental fees pursuant to a fee schedule approved by the City.
7. Park Maintenance. The Association agrees to maintain the Park area and the clubhouse, including mowing, trimming, snow removal, forestry work and tree trimming on a regular basis. The Association will be responsible for payment of the expenses of maintenance or operation of the clubhouse. The City will be responsible for the utility payments and security for the building, i.e. security system already located and installed on the property. Any capital improvements undertaken by the City will be done at the sole discretion of the City. The Association is hereby given the right and authority to perform such improvements to the Park as shall be first approved by the City.
8. Repairs. The Association shall be responsible for all building repairs including, but not limited to:
 - a. Building repairs that resulted from deferred or ignored maintenance,
 - b. Repair of internal and external doors, exterior fabric, furnace, water system repairs, structural components, electrical repairs, waste treatment, plumbing, toilets, gas, air conditioning.
9. Coordination. The Staff of the Association and the City will meet periodically to review the status of the Park operations and all of their issues arising under this Agreement. Additionally, the City may form and manage a Citizen Advisory Committee, which the Association agrees to meet with bi-annually to receive input therefrom.
10. Deliverables. The Association shall provide a quarterly report to the City and the status of programs, projects and partnerships related to the Park. These reports shall include a full accounting of the revenue generated pursuant to this Agreement. The Association shall provide a written 5-year capital improvement plan to the City of Flint Planning Division for review and approval.


11. Temporary Suspension. The Association acknowledges that this Agreement and the rights granted hereunder are subordinate to the necessity of the City to serve its residents due to acts of God or other emergencies and in such event, the Association agrees to surrender immediately upon demand, the use of the Park (or any portion thereof) to the City for the purpose of managing the premises during the pendency of such events. Determination of such events shall be made by the Chief of Police of the Flint Police Department.
12. Indemnity and Hold Harmless. To the fullest extent provided by law, the Association agrees to defend, indemnify and hold harmless the City, its elected and appointed officials, employees and others working on behalf of the City, against any criminal violations, including all costs connected therewith, and any criminal violations, which may arise out of the use of the club house, and/or as a result of Association's negligent acts or omissions, that any of the Association's employees, agents or representatives arising out of their performance of this Agreement.
13. Right to Entry. The City of Flint may enter the Park at any time in order to examine the Park, inspect the building, inspect mechanical equipment, repairs and/or alterations. In the event of an actual or apparent emergency, the City of Flint may enter the Park at any time without notice. The Association shall not change any lock or install additional locks without prior written consent and without providing a copy of all keys. Keys must be provided on the date the lock(s) are added and/or changed.
14. No Assignment. Association shall not have the right to assign any interest in this Agreement or the premises without the prior written consent of the City.
15. Term and Termination. This Agreement shall be for a term of fifty (50) years from the execution of this agreement. Either Party may terminate this agreement with thirty (30) days advance written notice to the other Party.
 - a. A default under any of the provisions of this Agreement, by either party, may be cured by the defaulting party within 30 days of receipt of a notice of default. Failure to address shall constitute grounds for termination of this Lease Agreement.
 - b. In the event this Agreement is terminated, all obligation of the City of Flint under this Agreement shall cease.
 - c. Upon termination of this Agreement, the Association agrees to yield possession of the premises within 90 days of the date of notice of reserving the right to re-enter the premises solely to obtain personal property and/or organizational possession as the time of default.
16. General Terms and Conditions. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereto and supersedes all prior agreements, conversations, and understandings with respect hereto. Any amendment to this Agreement shall be in writing and signed by the Parties. Failure of the City to require performance of any provision herein shall not affect the City's right to require performance of any provision thereafter, nor shall such a waiver constitute a waiver of any subsequent breach of this Agreement. If any provision of this Agreement is found to be invalid or

unenforceable, the remainder of the Agreement shall remain in full force and effect as though the invalid or unenforceable provision had never been included.

This Agreement is valid and enforceable with electronic or facsimile signatures and may be executed in multiple counterparts, all of which together shall form one agreement.

WHEREFORE, the Parties have executed this Agreement by affixing their signatures below.

MOTT PARK RECREATION ASSOCIATION:



Date 1-12-22
Its TOM SAXTON
MPRA BOARD PRESIDENT

CITY OF FLINT, a Michigan Municipal Corp.: (ALSO INCLUDE MAYOR'S SIGNATURE BLOCK IF OVER \$50,000)

Sheldon A. Neeley, Mayor Date _____

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer Date _____



CITY OF FLINT

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

(If yes, please indicate how many years for the contract) 50 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 NA

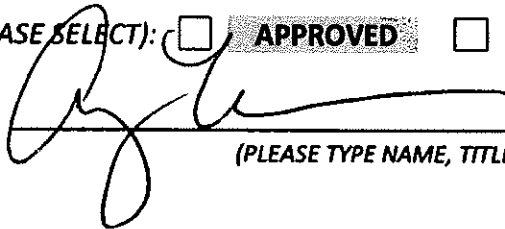
BUDGET YEAR 2 NA

BUDGET YEAR 3 NA

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

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

DEPARTMENT HEAD SIGNATURE:



(PLEASE TYPE NAME, TITLE)



RESOLUTION NO.: 220159

PRESENTED: APR 20 2022

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION TO NATIONWIDE CONSTRUCTION GROUP FOR KEARSLEY RESERVOIR FENCE REPLACEMENT

WHEREAS, The City of Flint Department of Public Works, Water Plant, is responsible for fencing around the water treatment plant and outside properties, including the Kearsley Reservoir fence.

WHEREAS The fencing around the Kearsley Reservoir has slipped from its retaining wall which has created a safety hazard requiring immediate replacement. The Water Plant has solicited a quote from the sole source vendor, Nationwide Construction Group, Chesterfield MI, to remove the 48" high wall, and replace this fence. Nationwide Insurance Group is a sole source, as they are the company who originally built the fence.

WHEREAS, The Water Plant is requesting a contract with Nationwide Construction Group for the repair and replacement of this fence in an amount not-to-exceed \$291,185.00 for FY22 (07/01/21-06/30/22). The Funds will come from the following account(s):

Account Number	Account Name/ Grant Code	Amount
591-545.203-801.000	Professional Services	\$ 291,185.00
	FY22 GRAND TOTAL	\$ 291,185.00

IT IS RESOLVED, That the Appropriate City Officials, upon City Council's approval, is hereby authorized to enter into a contract with Nationwide Construction Group, for the Kearsley Reservoir fence repair and replacement, in an amount not-to-exceed \$291,185.00 for FY22 (07/01/21-06/30/22).

APPROVED AS TO FORM:

William Kim
William Kim (Apr 13, 2022 09:16 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:

Robert J.F. Widigan
Robert J.F. Widigan (Apr 12, 2022 17:34 EDT)

Robert J.F Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:

CLYDE D EDWARDS
CLYDE D EDWARDS (Apr 13, 2022 10:52 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: March 30, 2022

BID/PROPOSAL# Sole Source

AGENDA ITEM TITLE: Resolution Authorizing Appropriate City Officials to Enter Into a Contract with Nationwide Construction Group

PREPARED BY: Yolanda Gray, Department of Public Works Accounting Supervisor

VENDOR NAME: Nationwide Construction Group

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Nationwide Construction Group has built fencing at the water treatment plant and outside properties. The Kearsley Reservoir fence has slipped from its retaining wall and has placed it in an unsafe situation. This safety hazard requires immediate replacement. Nationwide has provided a quote to remove and replace the existing 48" high wall mounted fence at a price not to exceed \$291,185.00. Funds are available in account 591-545.203-801.000

FINANCIAL IMPLICATIONS:

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

Dept.	Name of Account	Account Number	Grant Code	Amount
591	Professional Services	591-545.203-801.000	n/a	\$291,185.00
GRAND TOTAL				\$291,185.00

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 220005496

ACCOUNTING APPROVAL: Yolanda Gray **Date:** 3-31-22

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐
(If yes, please indicate how many years for the contract) 1 YEAR(S)

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 \$291,185.00

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



CITY OF FLINT

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

DEPARTMENT HEAD SIGNATURE: Scott Dunge 3/31/2022



NATIONWIDE
CONSTRUCTION GROUP
An RMD Holdings, Ltd. Company

An Equal Opportunity Employer

Corporate Office - 69051 Lowe Plank Road, Richmond, MI 48062
Mailing Address - PO Box 458, Richmond MI 48062
Phone (586) 749-6900 | Fax (586) 749-6900
www.nationwide-companies.com

March 19, 2021

Re: City of Flint; Kearsley Reservoir Fence Replacement

Nationwide Construction Group respectfully submits the following quote to furnish and install the following at the above referenced location:

SCOPE OF WORK:

- Remove and Replace Existing 48" High Chain Link Wall Mounted Fence with New; See Attached Drawing; Approximately 970 LF of 48" High Galvanized Chain Link Concrete Set Terminal Posts/ Earth Driven Line Posts; 12" wide x 6" deep Pea stone Mow Strip (weed Barrier Included inside of modular home community; Approximately 775 LF of 48" High Chain Link Along Western Rd, and Layton Blvd. Fence to be secured to concrete wall with Bridge Straps and wedge anchors.

3" SS40 Terminal Posts

2.5" SS40 Line Posts

1 5/8" SS40 Top Rail

7-gauge Bottom Tension Wire

2" x 9-gauge x 48" Chain Link

BASE BID: \$291,185.00

* All residential back yard property line fences dock gates to be removed for access along Kearsley Reservoir; to be replaced at additional cost.

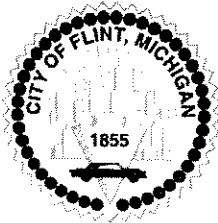
* Traffic Control by Nationwide Construction Group

Terms and Conditions:

1. Nationwide Const. Group is not responsible for locating, repairing or replacing any private underground utilities, sprinkler lines etc.
2. Nationwide Construction Group is a non-union company and will not enter into any type of Project Labor Agreement.
3. Any clearing, grading or staking of fence and or property line to be done by others.
4. All material, tax and labor included.
5. Any unforeseen conditions below grade which hinders post driving/digging operations or other unforeseen conditions will be subject to additional hourly rates.
6. Should hand digging be required due to utility conflict(s) an additional \$ 150.00 per hole will be added if conventional digging methods can be used i.e. pinch/hand diggers. Should the utility conflict require hydro excavation with a vacuum truck or any other soft excavation equipment to expose the utilities additional charges will be applied.
7. This proposal in its entirety must be incorporated into any Subcontract Agreement between Nationwide Construction Group and the Contractor.
8. This proposal is conditioned upon acceptance of the Owner or General Contractor's Subcontract language by Nationwide Construction Group.
9. This proposal does not include DBE, MBE, WBE or any other specialty designation allowances.
10. This proposal does not include allowances for any bonds or dues.
11. This proposal is based on (Open Shop/Base Wages), if different please advise.
12. This proposal is valid for a period of 10 days
13. This bid is expressly conditioned on the understanding that by submitting its bid, Nationwide is not, does not intend to be, and will not agree to be, bound by any memorandum, letter of understanding, amendment or written instrument relating to the execution or adoption, or any portion, of the April 1, 2019 Highway, Bridge and Airport Agreement with the International Union of Operating Engineers Local No. 324, AFL-CIO, particularly Article IX or any subcontracting provision of said Agreement

Thank you for letting us quote your project needs, if there are any questions, please do not hesitate to call me at (586) 206-9587.
Respectfully Submitted

Scott Wasik
Project Manager
RMD Holdings/dba/Nationwide Construction Group - 69951 Lowe Plank Rd



PROPOSAL 190000577

RESOLUTION NO.: 220160

PRESENTED: APR 20 2022

ADOPTED: _____

**RESOLUTION TO TETRA TECH OF MICHIGAN PC FOR
WPC AERATION SYSTEM IMPROVEMENTS ENGINEERING
CONTRACT CHANGE ORDER-1**

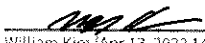
BY THE CITY ADMINISTRATOR:

Tetra Tech of Michigan PC was awarded the contract for the WPC Aeration System Improvements Engineering (Resolution 190374, adopted 09/09/2019) in the amount of \$1,095,541.00. Due to unforeseeable extreme winter conditions that caused damage of the diffuser system in Battery-A of the Aeration System, additional engineering oversight is required for the Aeration System Improvements project. This contract change order will extend the original Final Completion date of July 22, 2022 to January 18, 2023 and provide additional engineering services. The not to exceed amount of this change order request is \$86,200.00.

Account Number	Account Name	Amount
590-550.300-801.000	WPC – Professional Services	\$86,200.00

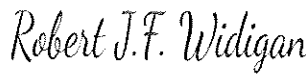
IT IS RESOLVED, that the Proper City Officials are authorized to do all things necessary to enter into **Change Order-1** with Tetra Tech Michigan PC, 710 Avis Drive, Suite 100, Ann Arbor, Michigan, 48108 for the additional engineering services required to complete the WPC Aeration System Improvements Project in the not to exceed amount of \$86,200.00, a revised contract not to exceed amount of \$1,181,741.00.

APPROVED AS TO FORM:




William Kim (Apr 13, 2022 14:25 EDT)
William Kim
Chief Legal Officer

APPROVED AS TO FINANCE:



Robert Widigan
Chief Financial Officer


FOR THE CITY OF FLINT:



CLYDE D EDWARDS (Apr 13, 2022 17:11 EDT)
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager



CITY OF FLINT

STAFF REVIEW FORM

TODAY'S DATE: 04/12/2022

BID/PROPOSAL: P-190000577

AGENDA ITEM TITLE: WPC Aeration System Improvements Engineering Services

PREPARED BY: Krystal Wallace, Water Pollution Control

VENDOR NAME: Tetra Tech Michigan PC

BACKGROUND/SUMMARY OF PROPOSED ACTION:

WPC experienced unforeseen damage to the Battery-A Diffusers in the Aeration System. The replacement of the entire Battery-A diffuser system was not anticipated, but the work has commenced. The repairs to the system, which were caused by extreme winter conditions, created substantial delays to the project's progress. These obstacles require that the final completion date of July 22, 2022 be extended to January 18, 2023. This extension of time for the project engineering, administration, and construction oversight also requires additional funding in the not to exceed amount of \$86,200.00.

It is recommended that a change order to Contract 19-088 with Tetra Tech Michigan PC for the WPC Aeration System Improvements Engineering, in the amount of \$86,200.00, a revised contract amount of \$1,181,741.00 be approved.

FINANCIAL IMPLICATIONS: None

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

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW-WPC	Professional Services	590-550.300-801.000		\$86,200.00
	Original Contract Amount			\$1,095,541.00
	New Contract TOTAL			\$1,181,741.00

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: 220005535

ACCOUNTING APPROVAL: K. Wallace Date: 04/13/2022

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐ Change Order - 1

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

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

DEPARTMENT HEAD SIGNATURE: Jeanette M. Best
(Jeanette M. Best, WPC Manager)



TETRA TECH, INC.

710 Avis Drive, Suite 100, Ann Arbor, MI 48108
Telephone: 810.956.9300
Fax: 810.956.9281

REQUEST TO CHANGE AUTHORIZATION (RCA)

PROJECT NAME: Flint WPC Aeration System Improvements DATE: April 12, 2022
PROJECT NUMBER: 200-156238-19001 RCA NO.: 1
PROJECT MANAGER: John Y. Barber
PERSON INITIATING REQUEST: John Y. Barber

DESCRIPTION OF ADDITIONAL WORK ITEM

The existing diffuser system in Battery A aeration tanks will be replaced as a result of damage that occurred. Change Order No. 1 extends the final completion date by 180 days to January 18, 2023.

We have assumed the following work tasks will be required due to the extension of the final completion date.

1. Contract Administration/Project Management – 204 hours
2. Monthly progress meetings (6) – 45 hours
3. RFI's, Change Orders (4) – 32 hours
4. Resident Project Representative (RPR) 6 months (153 working days) – 306 hours

REASON(S) FOR ADDITIONAL WORK

Contract extension for replacement of aeration diffuser system in Battery A aeration tanks. Final Completion date extended from July 22, 2022, to January 18, 2023

REFERENCE

Contract between Tetra Tech, Inc. and the City of Flint dated 9/9/2019
Change Order No. 1 between the City of Flint and J. F. Cavanaugh dated 3/28/2022.

ESTIMATED ENGINEERING FEE

\$86,200.

AUTHORIZING TT UNIT OFFICER

John Y. Barber

DATE April 12, 2022

CUSTOMER CONCURRENCE:

DATE: _____



PROPOSAL 18-571

RESOLUTION NO.: 220161
PRESENTED: APR 20 2022
ADOPTED: _____

RESOLUTION TO DLZ MICHIGAN INC. FOR
WPC NORTHWEST PUMP STATION IMPROVEMENTS ENGINEERING
CONTRACT CHANGE ORDER-1

BY THE CITY ADMINISTRATOR:

DLZ Michigan, Inc. was awarded the contract for the WPC Northwest Pump Station Improvements Engineering in the amount of \$99,941.00. Unforeseeable conditions related to the NWPS Bypass Diversion project delayed the commencement of the NWPS Improvements construction phase. The original Final Completion date of December 15, 2021 must be extended due to these obstacles. Additional engineering, administration, time, and oversight requires a change order of \$15,000.00.

Account Number	Account Name	Amount
590-550.300-801.000	WPC- Professional Services (CO-1 Request)	\$15,000.00
	Original Contract amount	\$99,941.00
	New Contract Amount	\$114,941.00

IT IS RESOLVED, that the Proper City Officials, are authorized to do all things necessary to enter into **Change Order-1** with DLZ Michigan, Inc., 1425 Keystone Avenue, Lansing, Michigan, 48911 for the additional engineering, administration, time and oversight required to complete the WPC Northwest Pump Station Improvements project in the not to exceed amount of \$15,000.00, a revised contract not to exceed amount of \$114,941.00.

APPROVED AS TO FORM:

William Kim
William Kim (Mar 24, 2022 12:03 EDT)
William Kim, Acting Chief Legal Officer

APPROVED AS TO FINANCE:

Robert J. F. Widigan
Robert Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:

CLYDE D EDWARDS
CLYDE D EDWARDS (Mar 24, 2022 16:36 EDT)
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:

Lauren Rowley
Lauren Rowley, Purchasing Manager



CITY OF FLINT

STAFF REVIEW FORM

TODAY'S DATE: 03/23/2022

BID/PROPOSAL: P-18-571

AGENDA ITEM TITLE: WPC Northwest Pumping Station Improvements

PREPARED BY: Krystal Wallace, Water Pollution Control

VENDOR NAME: DLZ Michigan, Inc.

BACKGROUND/SUMMARY OF PROPOSED ACTION:

WPC has completed a Council approved SRF project to create a bypass diversion to its Northwest Pumping Station (NWPS). Unforeseen delays with the NWPS Bypass Diversion project caused the NWPS Improvements project construction phase commencement to also be delayed (one project could not begin until the other was completed). These delays created the need to revise the final completion date of the NWPS Improvements from December 15, 2021 to June 30, 2022. This extension of time for the project engineering, administration, and construction oversight requires additional funding in the not to exceed amount of \$15,000.00.

It is recommended that a change order to the contract with DLZ Michigan, Inc., in the amount of \$15,000.00 for WPC Northwest Pump Station Improvements project, revised contract amount of \$114,941.00. be approved.

FINANCIAL IMPLICATIONS: None

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

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW-WPC	Professional Services	590-550.300-801.000		\$15,000.00
	Original Contract Amount			\$99,941.00
	New Contract TOTAL			\$114,941.00

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: 220005479

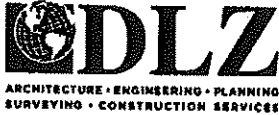
ACCOUNTING APPROVAL: *K. Wallace* Date: 03/23/2022

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐ Change Order - 1

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

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

DEPARTMENT HEAD SIGNATURE: *Jeanette H. Best*
(Jeanette Best, WPC Manager)



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

March 2, 2022

Ms. Jeanette M. Best
City of Flint WPC Manager
G-4652 Beecher Road
Flint, Michigan 48532

RE: NWPS Improvements – Request for Contraction Modification for DLZ Engineering Contract

Dear Ms. Best,

DLZ is requesting a contraction modification to increase DLZ's engineering contract by \$15,000.00 (+15%) from \$99,941.00 to \$114,941.00 for the following reasons:

1. Additional time for Contract Administration beyond the December 15, 2021 Substantial Completion date. New anticipated Substantial Completion date is June 30, 2022, equating to approximately 6 ½ months of additional Contract Administration.
2. Additional time for Contract Administration for SRF funding requirements not included in the original scope.
3. Additional time for design alterations and field coordination due to existing utilities differing from the record drawings.

DLZ greatly appreciates your consideration of the request contract modification. If you have any questions, please contact us at 248-681-7800.

Sincerely,

Brian Bachler, PE
Project Manager

CC: Mr. John Florshinger, DPW Engineer, City of Flint (via email)
Mr. Mike Brown, DPW Director, City of Flint (via email)
Mr. Terry Biederman, Vice President, DLZ (via email)
Mr. Greg Gucwa, Project Manager, DLZ (via email)
Mr. Tim Currie, Project Engineer, DLZ (via email)

x:\projects\2018\1849\070600 flint - nw pump st\construction\08_transmittals-letters\request for contract modification.docx

6121 Huntley Road, Columbus, OH 43229 | OFFICE 614.888.0040 | ONLINE WWW.DLZ.COM

Akron Bellefontaine Bridgeville Burns Harbor Chicago Cincinnati Cleveland Columbus Detroit Fort Wayne Grand Rapids Indianapolis Joliet
Kalamazoo Lansing Lexington Logan Louisville Madison Maumee Melvindale Merrillville Munster Muskegon Port Huron Saint Joseph San
José South Bend Waterford



CITY OF FLINT

Department of Purchases & Supplies

Dr. Karen Weaver
Mayor

Bryan D. Bond
Interim Purchasing Manager

May 17, 2018

TO: Robert Case, Supervisor
Water Pollution Control Facilities

FROM: Bryan D. Bond 
Interim Purchasing Manager

SUBJECT: NOTICE TO PROCEED – JOHNSON & ANDERSON

Please be advised that the above mentioned vendor has been approved by City Council on May 14, 2018 for northwest pump station improvements engineering services in an amount not to exceed \$99,941.00. You are now authorized to enter into a contract with Johnson & Anderson for said services.

If you have any questions, please feel free to give me a call.

Attachment

180221

(Proposal #18000571)

SUBMISSION NO.:

PRESENTED:

5-09-2018

ADOPTED:

5-14-2018

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO JOHNSON & ANDERSON FOR
NORTHWEST PUMP STATION IMPROVEMENTS ENGINEERING SERVICES**

RESOLUTION

The Department of Purchases & Supplies has solicited a proposal for northwest pump station improvements engineering services as requested by Utilities Department/Water Pollution Control Facilities; and


Johnson & Anderson, 2387 S. Linden Rd., Flint, MI was the lowest responsive bidder from three solicitations for said requirements. Funding for said services will come from the following account: 590-550.300-801.000; and

IT IS RESOLVED, that the Proper City Officials, upon City Council's approval, are hereby authorized to enter into a contract with Johnson & Anderson for northwest pump station improvements engineering services in an amount not to exceed \$99,941.00. (Sewer Fund)


APPROVED PURCHASING DEPT.:


Bryan D. Bond, Interim Purchasing Manager

APPROVED AS TO FORM:


Roger Whisler
Chief Legal Officer

CITY COUNCIL:


Herbert J. Wisney, Council President

FY18 - KRN

APPROVED AS TO FINANCE:


Hughes Newsum
Chief Financial Officer


Steve Branch, Acting City Administrator

DLZ Announces Acquisition of Johnson & Anderson Engineers in Michigan

March 7, 2019



L-R: Manoj Sethi, John Emig, Greg Gucwa,
Randy Parrett, Terry Broemer, Tim Weir,
Terry Biederman, Vicki Briggs-Rasor, Ram
Rajadhyaksha, John Carter

DLZ announces the acquisition of Johnson & Anderson Engineers. Founded in 1946, Johnson & Anderson (J&A) has served the Michigan market for over 70 years in the areas of municipal, water and wastewater engineering, survey, and construction services.

The acquisition of J&A demonstrates DLZ's continued growth strategy to meet the increase in demand for civil engineering services in the Michigan region. With existing DLZ offices in Detroit, Lansing, Melvindale, Kalamazoo, and St. Joseph, this acquisition adds 40 professionals to the DLZ family and expands DLZ's presence in Southeast and Western Michigan.

Vikram (Raj) Rajadhyaksha, CEO of DLZ, stated, "J&A's exemplary professional engineers are an exciting addition to our team; they bring decades of experience in water resources engineering including MS4 compliance, SCADA, and asset management using CMMS/GIS."



RESOLUTION NO.: 220162

PRESENTED: APR 20 2022

ADOPTED: _____

**RESOLUTION TO AMEND RESOLUTION #200462 AND EXECUTE CHANGE ORDER #1
TO CONTRACT 20-029 WITH J RANCK ELECTRIC INC. FOR AN ADDITIONAL \$1,140.00
TO ALIGN WITH THE ORIGINAL BID AMOUNT OF \$123,075.00**

BY THE CITY ADMINISTRATOR:

WHEREAS, the City of Flint completed a competitive bidding process and selected J Ranck Electric Inc. as the contractor to complete street improvements along M. L. King Avenue in the amount of \$123,075.00; and

WHEREAS, the City of Flint passed resolution #200462 to enter into a contract with J Ranck Electric Inc. in an amount not to exceed \$121,935.00 when it should have been for an amount not to exceed \$123,075.00 per the submitted bid; and


WHEREAS, the City of Flint entered into a contract with J Ranck Electric Inc. in an amount not to exceed \$121,935.00 when it should have been for an amount not to exceed \$123,935.00 per the submitted bid; and

WHEREAS, the City of Flint has identified funding in the amount of \$1,140.00 which is needed to amend both the original authorizing resolution and subsequent contract to align with the original bid amount of \$123,075.00; The grant code and accounts have been established as follows:

Dept.	Name of Account	Account Number	Grant Code	Amount
Master Planning	Imagine Flint Neigh. Planning	296-721.000-802.000	LRM-NPLAN21	\$1,140.00


IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to amend resolution #200462 and execute change order #1 to contract #20-029 with J Ranck Electric Inc. for an additional \$1,140.00 to align with the original bid amount of \$123,075.00 for the purposes of street improvements along M. L. King Avenue.

APPROVED AS TO FORM:


William Kim (Apr 12, 2022 11:55 EDT)

William Kim, Acting City Attorney

APPROVED AS TO FINANCE:


Robert J.F. Widigan (Apr 12, 2022 17:34 EDT)

Robert J.F. Widigan, Chief Financial Officer

APPROVED BY ADMINISTRATION:

CLYDE D EDWARDS
CLYDE D EDWARDS (Apr 13, 2022 12:54 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:



CITY OF FLINT

FINANCE APPROVAL: Martita Moffett-Page Martita Moffett-Page (Apr 12, 2022 11:50 EDT) **Date:** 04/12/2022

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

(If yes, please indicate how many years for the contract) Existing Contract will be amended and extended for 6-month period

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

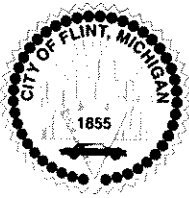
BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: Suzanne Wilcox Director of Planning and Dev.
(PLEASE TYPE NAME, TITLE)



RESOLUTION NO.:

220163

PRESENTED:

APR 20 2022

ADOPTED:

RESOLUTION AUTHORIZING SETTLEMENT OF HENRY V CITY OF FLINT

BY THE CITY ADMINISTRATOR:

WHEREAS, a Closed Session was requested in this matter for April 20, 2022; and

WHEREAS, the City of Flint and some of its employees are named as defendants in *Henry et al v. City of Flint et al*, Case No. 17-11061, in the U.S. District Court for the Eastern District of Michigan; and

WHEREAS, although the City of Flint admits to no liability, the Law Department recommends settling all claims in this case against the City and its employees for \$50,000.00; and

WHEREAS, the City Administrator also recommends offering settlement on these terms.

THEREFORE BE IT IS RESOLVED, that the the Flint City Council and approves and consents to the City settling *Henry et al v. City of Flint et al*, Case No. 17-11061, for an amount not to exceed \$50,000.00, to be paid from account number 677.266.200.956.300.

FOR THE CITY OF FLINT:

CLYDE D. EDWARDS
CLYDE D. EDWARDS (Apr 14, 2022 11:57 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO FORM:

William Kim
William Kim (Apr 13, 2022 12:29 EDT)

William Kim, City Attorney

APPROVED BY FINANCE:

Robert J.F. Widigan
Robert J.F. Widigan (Apr 13, 2022 15:23 EDT)

Robert Widigan, Chief Financial Officer



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 4/13/2023

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: Resolution Authorizing Settlement of Henry v City of Flint

PREPARED BY William Kim, Department of Law
(Please type name and Department)

VENDOR NAME: N/A

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Resolution authorizing settlement of Henry v City of Flint, 17-11061, in the amount of \$50,000.00

FINANCIAL IMPLICATIONS: Payment shall be drawn from appropriated funds in the Litigation and Suits line item 677-266.200-956.300

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

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

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

DEPARTMENT HEAD SIGNATURE: William Kim (Apr 13, 2022 12:29 EDT)

(PLEASE TYPE NAME, TITLE)



RESOLUTION NO.: 220164

PRESENTED: APR 20 2022

ADOPTED: _____

**RESOLUTION TO APPROVE CRIM PLAZA RENOVATION PROJECT AT N. SAGINAW
AND W. UNION ST. (PID 41-07-358-024)**

BY THE CITY ADMINISTRATOR:


WHEREAS, The City of Flint must authorize projects over public property in accordance with City Code 50-142.9 (c); and

WHEREAS, The Crim Fitness Foundation would like to rework the layout of Crim Plaza into a more open, flexible space with moveable seating, areas for tents or tables, and to use inviting landscaping, furniture, and technology access to turn the space into more than a “pass-through”; and

WHEREAS, the Zoning Coordinator, Chief Building Inspector, City Sewer and Water Department, Fire Marshal, City Traffic & Sign Coordinator, and City Engineer have reviewed and authorized the Crim Plaza renovation in accordance with the agreed upon location.

IT IS RESOLVED that the appropriate City officials are authorized to do all things to approve the Crim Plaza renovation project in the ROW at W. Union Street. (41-07-358-024).

APPROVED AS TO FORM:


William Kim (Apr 12, 2022 14:41 EDT)

William Kim
Chief Legal Officer

ADMINISTRATION:


Clyde D. Edwards (Apr 13, 2022 10:49 EDT)

Clyde Edwards
City Administrator

CITY COUNCIL:



CITY OF FLINT

FINANCE APPROVAL: n/a 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

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: Suzanne Wilcox, Director, Dept. of Planning and Development
(PLEASE TYPE NAME, TITLE)



CITY OF FLINT CERTIFICATE OF ZONING COMPLIANCE

Date 1-31-2022

Application # _____

Review Fee \$ 125⁰⁰

Applicant Information:

CRIM FITNESS FOUNDATION

Name: BRANDON MORGAN Email Address: bmorgan@crim.org
Street Address: 452 S. SAGINAW City: FLINT State: MI Zip: 48502
Phone: 810 513 0211 Cell: 810 235 7131 Fax: N/A

Property Owner:

UM CONTACT:

Name: UM - FLINT / CITY OF FLINT Email Address: chelswin@umflint.edu
Street Address: 303 E KEARSELEY City: FLINT State: MI Zip: 48502
Phone: 762-3434 Cell: N/A Fax: N/A

If the application is made by other than the owner, it shall be accompanied by a duly verified affidavit of the owner or agent thereof that the application and the proposed work or operation is authorized by the owner. If the owner or lessee is a corporate body, the full name and address of the responsible officers shall be provided.

Site Address: #1 CITY ROW: W UNION ST, FLINT MI 48502 #2 UM-FLINT: 1 RIVERFRONT CENTER FLINT MI 48502
Parcel # (s) 41-07-358-024; -023 Zoning Classification(s) D4
Current use of site/structure GENERAL USE, PUBLIC METRO BUSINESS
Proposed Use - Type of Construction/Alteration RESURFACE See CRIM PLAZA RENOVATION PROJECT - CARE and Usage Agreement DATED 1/4/22.

Please attach detailed description of proposed use and site plan.

ALL OF THE ABOVE INFORMATION IS REQUIRED

Application must accompany 6 copies of scaled site plans meeting the requirements of the Zoning Official. In case of any false statement or misrepresentation of fact on the application or plans on which the certificate is based, any zoning compliance certificate issued thereto shall be deemed null & void.

I hereby acknowledge the above facts and those on the attached site sketch and prints to be true to the best of my knowledge and state that said construction and/or occupancy of the structure and/or site shall occur in accordance with this certificate. Further, I agree to give permission for officials of the City Of Flint to enter the property for purposes of inspection.

Signature of Applicant

BRANDON MORGAN - CRIM
Print/type name

Date 1/28/22

Signature of Property Owner

Print/type name

Date

OFFICIAL USE ONLY

I hereby certify that I have reviewed plans for the purpose of zoning compliance only, not for construction.

Existing legal non-conformities: No / Yes : _____

Zoning Compliance Certificate: Approved _____ Approved as noted ☒ Denied _____

Comments / Reason for Denial: Requires City of Flint Building Permits. Requires ADA Ramp by Riverfront Plaza Drive Sidewalk, per Mark Adams - City Engineer.

NOTE: New signage requires a separate SIGN permit Application

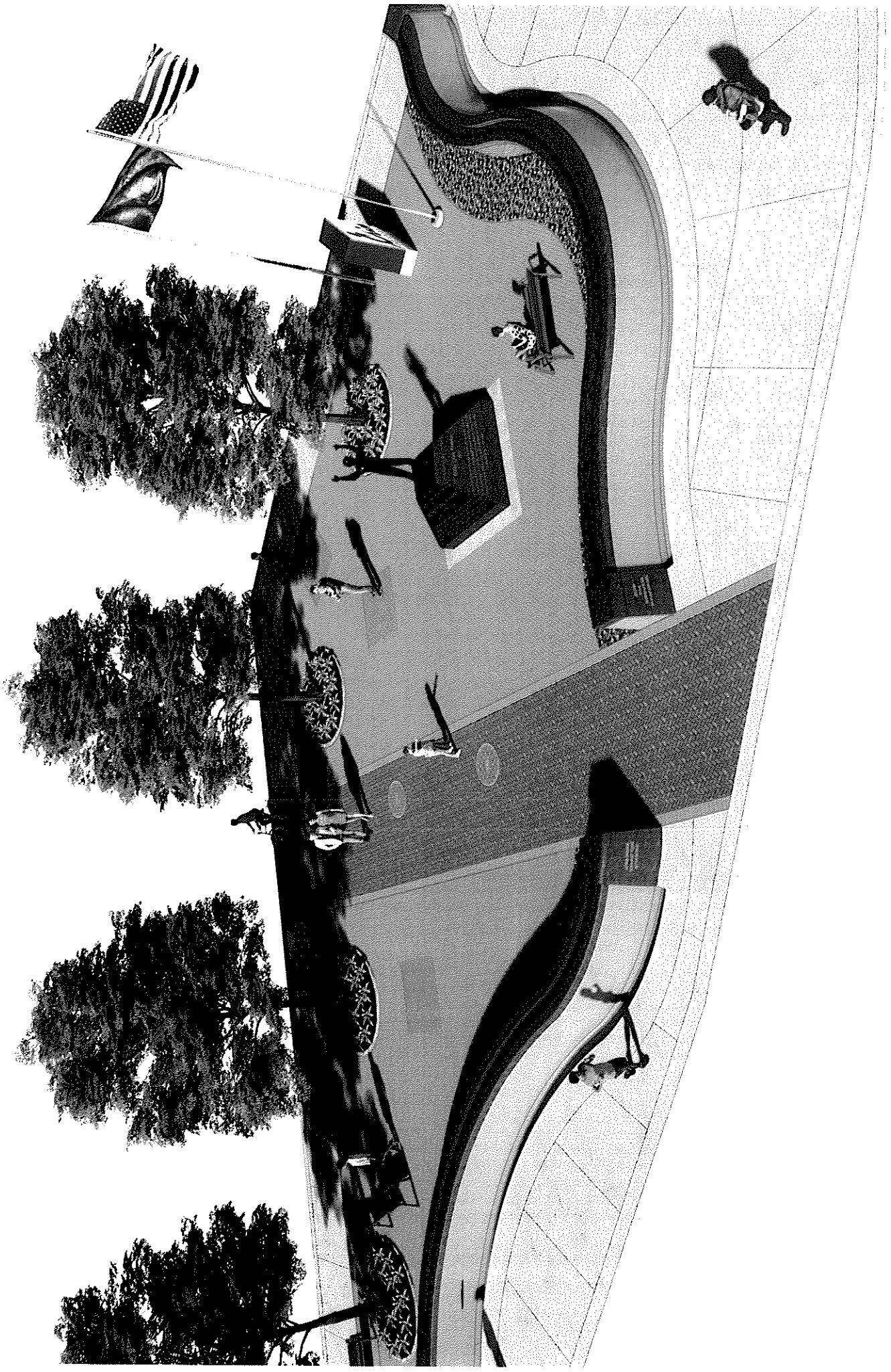
Zoning Official

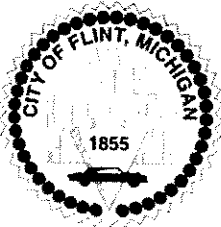
William Vandercoolk

Date

2-1-2022







RESOLUTION NO.: 220170
PRESENTED: APR 20 2022
ADOPTED: _____

**RESOLUTION TO
APPROVE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF FLINT AND AFSCME COUNCIL 25, LOCAL 1600**

BY THE CITY ADMINISTRATOR:

Pursuant to the Michigan Local Financial Stability and Choice Act, MCL 141.1541 - .1575, Emergency Manager Darnell Early imposed terms and conditions of employment between the City of Flint and AFSCME Council 25, Local 1600 on July 1, 2014. The City of Flint and AFSCME Council 25, Local 1600 have negotiated a successor Collective Bargaining Agreement.

WHEREAS, the parties have reached a Tentative Agreement regarding a successor Collective Bargaining Agreement. The Tentative Agreement is attached.

WHEREAS, the membership of AFSCME Council 25, Local 1600 have ratified the Tentative Agreement.


WHEREAS, City Administrator Clyde Edwards recommends that the Flint City Council ratify the Tentative Agreement.

THEREFORE, IT IS RESOLVED that the Flint City Council **RATIFIES** the Tentative Agreement between the City of Flint and AFSCME Council 25, Local 1600.


APPROVED AS TO FORM:


William Kim, Chief Legal Officer

APPROVED AS TO FINANCE:


Robert J.F. Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:


Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

City Council President

THE CITY OF FLINT

and

**MICHIGAN AFSCME COUNCIL 25,
LOCAL 1600**

COLLECTIVE BARGAINING AGREEMENT

**Effective through
June 30, 2024**

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PREAMBLE

THIS AGREEMENT, effective immediately upon its ratification by the parties, is between the City of Flint ("City" or "Employer") and Local 1600, affiliated with Michigan AFSCME Council 25, and chartered by the American Federation of State, County, and Municipal Employees, AFL-CIO, ("Union").

WHEREAS, it is the general purpose of this Agreement to promote the mutual interests of the City and its Employees and to provide for the operation of the services provided by the City under methods which will further, to the fullest extent possible, the safety of the Employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to production. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes, and

WHEREAS, it is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment, and other conditions of employment.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1 RECOGNITION

Section 1. Pursuant to and in accordance with all applicable provisions of Act 379 of the public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for all Employees of the City of Flint, excluding temporary employees, interim employees, elected officials, appointed officials, confidential employees, administrative employees, executive employees, supervisory employees, golf clubhouse aides, school crossing guards, and those employees represented by other certified bargaining units, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 2. When new classifications or positions are created, the Human Resource/Labor Relations Director shall, as soon as practical, give notice to the Union of the Bargaining Unit status of such new classifications or positions. If the Union disagrees with the Human Resources/Labor Relations Director's determination, the parties agree to meet and confer regarding such status within four (4) weeks of notification of same.

Section 3. New Employees who are disciplined or discharged during their initial hire probationary period shall not be entitled to Union representation except if disciplined or discharged for Union activity. The Union shall, however, represent probationary Employees for rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE 2

PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 1. The provisions of this Agreement shall be applied equally to all Employees in the Bargaining Unit without discrimination as to age, sex, sexual orientation, sexual identity, marital status, race, color, creed, national origin, physical disability, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 2. The Employer shall not interfere with the right of any Employee within the Bargaining Unit to become a member of the Union, nor shall the Employer, exercise any discrimination, interference, restraint, or coercion against any Employee attempting to exercise their rights within the terms of this Agreement or under the authority of any applicable law, or against any Employee because of their Union membership, or against any Union officer because of their position or activity as such.

Section 3. The Union recognizes its responsibility as bargaining agent and agrees to represent all Employees in the Bargaining Unit without discrimination, interference, or coercion.

ARTICLE 3

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. The City has the right to transfer, assign or reassign employees to different positions and assignments, including special assignments within the Bargaining Unit, regardless of seniority or date of hire.

Section 2. The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement and in addition to the reservation of management rights above, all rights to manage, direct and supervise the operations of the City and the Employees are vested solely and exclusively in the City, including but not limited to the right to hire new Employees and direct the working force, to discipline, suspend, discharge for cause, transfer or lay off Employees, require Employees to observe City and Departmental rules and regulations, to decide the services to be provided to the public, the type and location of work assignments, schedules of work and the methods, process and procedures by which such work is performed.

ARTICLE 4

WORK RULES

The Employer shall have the right to make and enforce reasonable, written Work Rules and Regulations. The Employer shall provide the Union seven (7) days' written notice of the creation or revision of a Work Rule or Regulation. The Union shall have the opportunity to meet and confer regarding any new or revised Work Rule or Regulation. However, any delay in implementation of a Work Rule or Regulation will be at the sole prerogative of the Employer. Complaints as to the reasonableness of any Work Rule or Regulation, or any complaint involving discrimination in the application of any Work Rule and Regulation shall be resolved through the grievance procedure.

ARTICLE 5 SUBCONTRACTING

Section 1. Before the Employer contracts out an item of work which involves labor which could be performed by Bargaining Unit Members, the Employer shall give the Union notice of intent to contract together with the request for quote or bid no later than the date that said bid package or request for quotes is made available to potential contractors.

Section 2. The Union may bid or submit a proposal on the contract for the work on an equal basis as other bidders.

Section 3. Upon the Union's written request, the parties will meet and confer regarding any plan by the Employer to contract out Bargaining Unit work.

Section 4. The Employer will take every step available to insure that Employees affected by contracting of work are advised of employment opportunities in other City departments.

ARTICLE 6 CHECK-OFF/DUES DEDUCTIONS

Section 1. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or discontinue their membership in the Union as they see fit. However, within thirty (30) days of employment, subject to applicable law, all Employees covered by this Agreement, desiring to maintain membership in the Union shall pay the applicable Union's dues. The Union agrees not to solicit Union membership and not to conduct activities, except as otherwise provided for by the terms in this Agreement, during working hours of the Employees or in any manner that may interfere with Employees engaged in work.

Section 2. During the period of time covered by this Agreement, the Employer 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 Employer signed, 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. Any future increase in Union dues and/or initiation fees shall not require Employees to sign new authorization forms. The City has no obligation to deduct dues upon expiration of this Agreement.

Section 3. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the Union. Each Employee hereby authorizes the Union and the Employer 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.

Section 4. At the Employer's option, the Union shall reimburse the Employer an amount equal to two percent (2%) for all dues amounts remitted to the Union. If the Union fails to reimburse the

Employer within forty-five (45) days of the dues remittance by the Employer to the Union, the Employer shall have no further obligation to continue dues check-off.

Section 5. Union dues shall be deducted in equal installments each pay period during the life of this Agreement. As to Employees hired thereafter, said deduction shall commence the first pay period following the Employer's receipt of the signed, written authorization allowing such deductions and payments to the Union.

Section 6. Local 1600, AFSCME, and/or Michigan AFSCME Council 25, shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article or Article 7, Union Business.

Section 7. The total of all sums deducted by the Employer shall be remitted to the Treasurer of AFSCME Council 25 not later than ten (10) days after such deductions are made, together with an itemized statement.

Section 8. In the event the Union requests that the Employer deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only upon written assurance by the Union that the additional amounts have been authorized pursuant to and under the Union's Constitution.

Section 9. The Employer 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 deduction for any Employee as above provided, it shall make that deduction from the Employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the Employee or the Union.

Section 10. If during the term of this Agreement the Union determines that dues and service charges are to be deducted on a percentage formula basis, the initial cost increase incurred in implementing such a plan shall be borne by the Union.

ARTICLE 7 UNION BUSINESS

Section 1. Union Officers.

The names of Employees elected or appointed to Union offices, e.g. Officers, Stewards, or Committee Members, shall, within thirty (30) days of the Employee's election or appointment, be certified, in writing, by the Union to the Director of Human Resources/Labor Relations. The Director of Human Resources/Labor Relations shall be promptly notified in writing of any changes occurring during the Employee's term of office.

Section 2. Union Stewards.

- A. Stewards shall be elected or appointed to represent Employees and process grievances as follows:

- i. One (1) Steward for each shift in any Employer-recognized division or subdivision having less than fifty (50) Employees;
 - ii. One (1) additional Steward for each additional fifty (50) Employees, or fraction thereof.
- B. The Union may appoint one (1) Chief Steward.
- C. The activity of Stewards shall be confined to the work areas which they represent and any deviation from this may result in disciplinary action by the Employer. However, if an Employee, for good cause, cannot utilize the services of the Steward appointed to the Employee's area of employment, the Employee may apply to the Chief Steward for assistance.

Stewards and the Chief Steward shall, upon written authorization, be afforded the necessary time to reasonably investigate and process grievances during their regularly scheduled working hours without loss of time or pay. Such authorization shall not be unreasonably withheld. However, their activities shall be confined to the areas which they represent and any deviation from this may result in disciplinary action by the Employer.

Section 3. Union President.

The Union President will be granted full time union release to handle Union business. The Union President may transmit communications to the Employer or its representatives and consult with the Employer or its representatives during normal work hours on the Employer's premises. The Union President shall be considered a regular City Employee during the Union President's normal work shift, which shall be from 8:00A.M. to 5:00P.M., Monday through Friday. The Union President shall report to the Director of Human Resources/Labor Relations, and shall abide by all requirements regarding PTO, leaves of absence, annual leave and sick leave under the terms of this Agreement or the Employer's policies and work rules. On demand, the Union President shall provide the Director of Human Resources/Labor Relations with an accounting of their time worked, including those locations of the Employer they visited in the course of his job duties. The Union President shall call and obtain advance authorization from the appropriate supervisor before entering a work area. For the term of this Agreement, the Union President shall be compensated as though they were working a normal work week at the Local 1600 Level 39 pay level consistent with their seniority.

Section 4. Constitution.

Copies of the Union's current Local, Council and International Constitutions shall be furnished to the Director of Human Resources/Labor Relations.

Section 5. Attendance at Conferences, Conventions or Seminars.

- A. Employees certified by the Union may be granted, subject to the supervisor's approval, unpaid leave to attend Union conferences, conventions or seminars. Such approval will not be unreasonably withheld.
- B. Employees may use accrued PTO for the period of such leave.
- C. The Union shall provide written notice at least ten (10) days prior to a conference, convention or seminar, notifying the Director of Human Resources/Labor Relations of the Employees certified by the Union to attend, and of the date, time, place and purpose the conference, convention, or seminar.

Section 6. Bargaining Team.

- A. A maximum of three (3) members of the Union's Bargaining Team shall be released during their normal work shift without loss of pay, for the purpose of meeting with the Employer's bargaining team to negotiate a new Collective Bargaining Agreement between the parties.
- B. The Human Resources/Labor Relations Director shall be notified in writing of the names of the Employees serving as members of the Union's Bargaining Team prior to the commencement of the first negotiation session.

Section 7. Visits by Union Representatives.

- A. Union Representatives, Council and International Representatives of the American Federation of State, County, and Municipal Employees shall have reasonable access to the premises of the Employer at any time during working hours, to conduct business relating to administration of this Agreement; provided, the Union Representative provides advance notice of any desired meeting and secures prior, authorization from the appropriate supervisor before entering a work area.
- B. The supervisor will arrange a time and place for properly requested meetings without undue delay.

ARTICLE 8
DEFINITIONS

Section 1. Employment Status.

- A. Regular Employee. Regular Employee shall mean full-time hourly rate Bargaining Unit Employees who are regularly scheduled to work a normal work week or who are regularly scheduled to work eighty (80) hours per payroll period in a continuous operation.

- B. Part-Time Employee. Part-time Employee shall mean Bargaining Unit Employees who are regularly scheduled to work less than a normal work week.
- C. Provisional Appointment. A provisional appointment shall mean an appointment of a current (Regular or Part-time) Employee to a position for an interim period while the position is being permanently filled. Upon termination of a provisional appointment, the Employee shall be entitled to return to his/her prior employment status.
- D. Dual Classification Position. Dual Classification Position shall mean a combination of two (2) different job classifications, requiring the services of one (1) Employee, who is qualified for both classifications, and who may be required to perform in both classifications.

Section 2. Normal Work Week and Shift.

- A. A normal work week shall consist of forty (40) work hours in a calendar week.
- B. A normal work shift shall consist of eight (8) to twelve (12) consecutive hours (excluding any meal break) and shall have a regularly scheduled starting and quitting time.
- C. This Section does not constitute a guarantee of a set amount of work hours. Work schedules may be any configuration of hours and days, and may include weekends, evenings, or a reduction of hours in any work week or shift.

Section 3. Continuous Operations. A continuous operation is defined as an operation regularly scheduled seven (7) days per week.

Section 4. Regular Pay Period. The regular pay period shall include the first full-shift scheduled to begin after 12:01 a.m. Sunday and shall run to include the last full-shift scheduled to begin on or before 12:00 a.m. the second following Sunday, representing a two (2) week duration.

ARTICLE 9 PART-TIME EMPLOYEES

Section 1. The Employer shall have the right to utilize Part-Time Employees to augment the work force. Part-Time Employees shall be adequately trained (as determined by the Employer) before they are assigned to a job classification.

Section 2. Part-time Employees shall be entitled only to the benefits specifically enumerated under this Agreement, and such benefits shall accrue and become payable under the conditions specified herein.

Section 3. Part-time Employees who become Regular Employees, in the same or similar job classification, will be placed on the appropriate Compensation Schedule based on their City Seniority earned as Part-Time Employee, and shall receive full credit for all such City Seniority in determining future rate increases and fringe benefits as a Regular Employee.

ARTICLE 10 GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. The grievance procedure shall serve as the exclusive means for the amicable settlement of any dispute or grievance arising under the provisions of this Agreement, including the application, meaning or interpretation of same. The parties shall seek to secure at the lowest possible administrative level, equitable solutions to all grievances.

Section 2. Grievance Procedure.

Step 1.

Employees with a grievance shall within ten (10) work days of the event giving rise to the grievance, or within ten (10) work days of when the Employee should have been reasonably aware of the events giving rise to the grievance, discuss the grievance with their immediate supervisor, either individually or with their Union Steward, to try and resolve the grievance informally.

If the grievance is not satisfactorily resolved, the Employee and/or the Union may submit the grievance, in writing on a form provided by the Union, to the Employee's division supervisor, or their designee, within three (3) work days of informal grievance meeting specified above. The written grievance shall state the facts giving rise to the grievance, the names of the employees involved, the provisions of this Agreement alleged to have been violated, the contentions of the Employee(s) and/or Union with respect to the provisions alleged to have been violated, the relief sought, the date, and the signatures of the Union. The division supervisor, or their designee, shall respond in writing within five (5) work days of receiving the Step 1 written grievance.

Step 2.

If the grievance has not been satisfactorily resolved at Step 1, the grievance may be presented in writing, as described in Step 1, by the Union Steward to the appropriate Department Head, within five (5) work days after the division supervisor's written response was due. The Union Steward will attach the division supervisor's written response, if any, to the Step 2 grievance. The Department Head or the Union may request, in writing, a meeting to discuss the Step 2 grievance. Such meeting must be held within five (5) work days of receipt of the Step 2 grievance.

The Department Head, or their designee, shall provide a written response to the Union within five (5) work days following receipt of the Step 2 grievance or the Step 2 meeting, whichever is later.

Step 3.

If the grievance has not been satisfactorily resolved at Step 2, it may be appealed by the Union to the Director of Human Resources/Labor Relations, in writing, within seven (7) work days after the Department Head's response was due.

The Director of Human Resources/Labor Relations will schedule a meeting to hear grievance appeals at least one (1) day per month. Grievance appeals that are submitted to the Director of Human Resources/Labor Relations will be reviewed during the following month's meeting. 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 Local President, will attend such meetings. The purpose of the meeting shall be to attempt to mutually resolve the grievance or to develop, alternative solutions to avoid future grievances.

If the grievance is resolved, the settlement shall be put in writing by a Labor Relations Representative and copies of the settlement shall be given to all parties by the next month's meeting.

If the grievance is not resolved, the Director of Human Resources/Labor Relations, or their designee, will notify the Union, in writing, within ten (10) work days following the Step 3 meeting, that the grievance is denied and shall set forth the reasons for the denial.

Step 4.

Either party may submit the grievance to arbitration by notifying the other party in writing of their desire to arbitrate, within ten (10) work days from the date the Step 3 written response from the Director of Human Resources/Labor Relations, or their designee, was due. Such written notice shall identify all of the provisions of the Agreement allegedly violated, state the issues involved, and the relief requested. Within thirty (30) calendar days of the Union's desire to arbitrate to the Human Resources/Labor Relations Director, AFSCME Council 25 must notify the Director of Human Resources/Labor Relations in writing to request an arbitrator be selected or indicate that the grievance is being withdrawn without precedent. Failure by Council 25 to notify the Human Resources/Labor Relations Director within this thirty (30) calendar day period will result in the Employer's grievance answer being deemed acceptance of the determination made by the City on the grievance.

Section 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 the list or becomes unable to arbitrate grievances, the parties will promptly select a replacement panel arbitrator. If the parties are unable

to mutually select a replacement arbitrator to serve on the arbitration panel, the services of the Federal Mediation and Conciliation Service ("FMCS") will be utilized by the parties for the purpose of making the selection of an arbitrator to serve on the panel. If the method of arbitrator selection proposed by the FMCS is a striking of proposed names from a list, the Union shall strike first from the initial list, and the parties shall alternate in striking first on all lists of names thereafter.

Section 4. Jurisdiction and Power of Arbitrator. The Arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Nor shall the arbitrator have power to establish or modify any classification or wage plan (except as provided in Article 29, Pay Level - Reclassification and Reallocation, Section 3, or to rule on any claim arising under an insurance plan/policy or retirement plan). The Arbitrator shall render their decision in writing and set forth their findings and conclusions only on the cause at issue. In the event either party desires more than the basic finding of the Arbitrator, such as a transcript, the cost shall be borne by the party making the request.

Section 5. Arbitration Procedure. The arbitration 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 forty-five (45) days of the closing of the record or the date on which post-hearing briefs are submitted.

Section 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, their 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.

Section 7. Finality of Arbitrator's Decision. The Arbitrator's decision, when made in accordance with their jurisdiction and authority established by this Agreement, shall be final and binding upon the Union, the Employee or Employees involved, and the City.

Section 8. General Provisions.

- A. The time limits set forth in this Article may only be extended by mutual written consent.

- B. The Union will make a reasonable investigation of any grievance before it is reduced to the formality of a written complaint, in order to ascertain that the grievance is justified and there are reasonable grounds to believe the claim is true in fact. The grievance complaint shall set forth all the facts necessary to understand the issues involved, and it shall be free from charges or language not germane to the real issue or conducive to subsequent calm deliberation. The Union and the Employer shall avoid publicizing any grievance or complaints founded thereon prior to the final determination of the issue.
- C. If an Employee files a grievance directly with the Employer, the Employer will notify the Union upon its filing.
- D. 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.
 - i. All claims for back wages shall be limited to the amount of wages that the Employee would otherwise have earned at their regular rate, less either any Unemployment Compensation not refunded by the Employee, Worker's Compensation, or any interim earnings that the Employee may have received during the period of back pay.
 - ii. No decision in any 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 of the parties.
- E. Failure of the Union to proceed with the grievance to the next step within the allotted time limit shall be deemed acceptance of the last determination made by the City.
- F. Failure of the City to respond to a grievance within the allotted time limit shall automatically advance the grievance to the next step of the procedure.
- G. The grievant(s) and witnesses who are Employees of the City shall be relieved of their duties when scheduled to work, and shall appear and testify at any step of the grievance procedure when their presence and testimony is required by either party. Time spent by such grievant(s) and witnesses in meeting the terms of this Provision, if and only if during normal working hours, shall be considered as time worked.
- H. An Employee who is allegedly aggrieved shall be entitled to Union representation during the Grievance Procedure.
- I. Class Action and Policy Grievance. A matter involving three (3) or more Employees and the same question may be submitted by the Chief Steward, or his designee, as a policy or class action grievance, in writing, within ten (10) work days of the event giving rise to the grievance. Such written grievance shall be submitted at Step 3, to the Director of Human Resources/Labor Relations, with a copy of the grievance submitted to the Department

Head. Large groups of aggrieved employees may be identified by a general description rather than by name (e.g., all third shift employees, all third shift Police Department employees).

- J. Grievances regarding discharges or suspensions of ten (10) or more work days shall be submitted in writing at Step 3 of the Grievance Procedure within ten (10) work days of the effective date of the discharge or suspension.
- K. The parties agree in those instances in which a supervisor "waives" or "passes" on a grievance at the request of the union and/ or the aggrieved Employee, or on their own volition, the waiver shall have no effect on the procedural and/or substantive matters of that grievance, and is without precedent to any other grievance.

ARTICLE 11 DISCIPLINE

Section 1. Disciplinary action issued by the Employer will be for cause.

Section 2. Violations of policies, rules, regulations, orders, appropriate laws or ordinances, 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 shall adhere to progressive discipline in order to provide the Employee with an opportunity to correct offending behavior. Formal progressive discipline shall generally include a written reprimand, suspension(s) and termination, in that order. The offense subject to discipline progression need not be identical to previous offenses, and the severity of the offense may remove it from progressive discipline altogether. Factors to consider in instituting discipline, progressive or otherwise, include but are not limited to, the severity of the offense, the frequency of offenses, whether the Employee has taken responsibility and accountability for their actions, the time interval between offenses, and the work history of the Employee.

ARTICLE 12 SENIORITY

Section 1. Definitions.

- A. City Seniority: The Employee's original date of hire, by Employer, adjusted for time not worked/paid. City Seniority shall be used for determining step increases in pay and/or paid time off (PTO) accrual(s).
- B. Departmental Seniority: The date the Employee joined their current Division/Department, adjusted for time not worked/paid.

When a Department, Division or Section of a Division is transferred to another

Department, seniority in classification in the previous Department shall be credited to the affected Employees.

- C. Classification Seniority: The date the Employee was promoted, by Employer, adjusted for time not worked. Classification Seniority shall be used for layoffs, scheduled PTO time and shift preference where applicable.

Section 2. Computation.

Seniority shall not be credited for time not worked/paid, except under the following:

- A. Military leave time as required by law.
- B. Workers' compensation, for the period when an Employee is receiving benefits under the statute, up to a maximum of one (1) year.
- C. An Employee who is promoted out of Local 1600 but within their regular promotional series, shall continue to accrue seniority for a maximum period of time equal to their seniority earned in Local 1600. Thereafter, their seniority shall be retained but will not accumulate.

Section 3. Transfer or Promotion out of Local 1600.

An Employee who is transferred or promoted out of Local 1600, but not within their regular promotional series, shall retain seniority earned in Local 1600, but will not accumulate additional seniority within Local 1600.

Section 4. Loss of Seniority.

An Employee shall lose their seniority for the following reasons:

- 1. Resignation
- 2. Discharge not subsequently reversed
- 3. Retirement
- 4. Absence for three (3) consecutive days on which the Employee was scheduled to work, without proper notification to the Employer. Because of unreported absence, the Employee is considered to have resigned (voluntary quit) and is no longer in the employ of the City. In proper cases exceptions shall be made upon the Employee producing convincing proof of their inability to give such notice.
- 5. Failure to report for work within seven (7) days from the date of mailing of notice of recall.

6. Failure to return to work upon expiration of an authorized leave of absence, subject to Paragraph 4 above.
7. Failure to return to work from a leave caused by the Employee's disability, within one (1) year of the commencement of such leave. If an Employee on a leave caused by the Employee's disability returns to work, but fails to remain in active employment with the Employer for at least six (6) consecutive months, the Employer will consider any subsequent period on a leave caused by the Employee's disability a continuation of the original period of leave for purposes of application of this Paragraph; provided that, if the Employee can demonstrate by clear and convincing evidence that a subsequent period of disability is caused by a different injury or condition, that subsequent period will not be deemed a continuation of the original period of leave for purposes of application of this Paragraph.
8. Layoff for a continuous period equal to the length of seniority, or two (2) years, whichever is less.
9. 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 their inability to return on the required date.
10. The Employee has been on an approved disability leave for a period of twenty-four (24) weeks or for a period of time equal to the length of their seniority at the time the approved disability leave commenced, whichever is less.

ARTICLE 13 LAYOFF, RECALL, ASSIGNMENT

Section 1. When Layoff May Be Made.

Employees may be laid off at the discretion of the Employer. Employees who are to be laid off shall be given written notice of layoff a minimum of five (5) working days prior to the effective date of layoff. Said notice shall not apply to Employees being reduced or transferred.

Section 2. The Order in Which Layoffs Shall Be Made.

In the event of a layoff, Provisional Employees within the affected classification will be laid off first.

Section 3. Procedure.

In the event of layoff, the following procedure will be followed:

- A. Layoffs and recalls will be based upon Classification Seniority, by Employer, as defined in the Article entitled Seniority. Layoff of Employees shall be made in reverse order of their City Seniority and recalls shall be made in order of their City Seniority.

- B. When need arises for laying off an Employee in a given classification, a Classification Seniority comparison shall be made of all Employees in the classification and that Employee with the least classification seniority shall be laid off.
- C. Provided, however, that if a permanent vacancy exists in the highest classification to which the Employee has bumping rights, the Employee shall be placed in said vacancy. In cases where an Employee has been bumped from their promotional unit or classification, said Employee will have the option of returning to that promotional unit and/or classification when a vacancy occurs to which said Employee has seniority rights.
- D. If an Employee has been promoted or transferred out of their class series, including into another Bargaining Unit recognized by the City, or to exempt status, the Employee may exercise the option of bumping back from whence they came, seniority permitting, in lieu of the above bumping rights. This right to bump back to a classification from whence they came shall not exist where the classification from whence they came is part of a recognized training series.
- E. Ties in Classification Seniority shall be broken by total City Seniority
- F. An Employee serving in a provisional appointment shall not earn Classification Seniority for layoff/recall purposes in a classification from which the Employee would have been laid off but for the provisional appointment.

Section 4. Recall.

Employees will be recalled in the reverse order of layoff, by Employer. In accordance with the Article entitled Seniority, failure to report to work within five (5) working days from the date of mailing of notice of recall will be considered a voluntary quit. Notice of recall may be by personal contact, telephone or written communication and may be confirmed by certified mail from the Human Resources office to the Employee's address on file in the Personnel Human Resources office. The Employer may, at its discretion, make an exception to this return to work within five (5) working days rule when it believes it is warranted by the circumstances. Such discretion shall not be arbitrary or capricious. In the event the Employee is not reached by telephone or in person, and a certified letter is sent, and no response is received by the City from the Employee within five (5) working days from the date the certified letter was sent, the Employee shall be bypassed on the recall list and another Employee who can be contacted shall be recalled. Once an Employee turns down recall to a classification in a promotional unit they need not be contacted for future openings in that classification in that same promotional unit unless such Employee notifies the Human Resources/Labor Relations Director in writing that they would now accept the appointment.

Section 5. Layoff List.

- A. An Employee who is laid off or reduced shall be placed on the layoff list for the appropriate classification for a period of up to two (2) years, or the length of the Employee's City Seniority, whichever is earliest.
- B. An Employee unable to return to work because of a continuing disability after thirteen (13) payroll periods from the date of disability will be placed on the layoff list for the Employee's classification. The Employee will remain on the layoff list for a period of one (1) year or the length of the Employee's City Seniority, whichever is less, from the date of disability. At any time during said period that the Employee has recovered, and a position in their 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
SHIFT/WORK WEEK SELECTION PROCEDURE

Section 1.

- A. For shift preference purposes, shifts are designated as:
 - i. First shift: Any shift during which the starting time is on/after 4:00 A.M. and on/before 11:59 A.M.;
 - ii. Second shift: Any shift during which the starting time is on/after 12:00 P.M. and on/before 7:59 P.M.;
 - iii. Third shift: Any shift during which the starting time is on/after 8:00 P.M. and on/before 3:59 A.M.
- B. The Employer may, in its discretion, change the definition of "shifts" for a location, classification, or department, or other division of the City.

Section 2. In those areas in which work rules have been established providing for permanent shift assignment, the following procedure shall be used in shift preference determination:

- A. The selection of shift/work week assignment within the area shall be based upon Classification Seniority.
- B. The shift/work week preference shall be exercised during the period January 1 through January 15. An Employee must provide written notice of their desire to exercise shift/work week preferences to the appropriate supervisor at least thirty (30) days before January 1st.
- C. The shift/work week preference changes shall take effect to coincide with a pay period.
- D. Shift/work week preference may also be exercised in the event of a permanent vacancy in the area without regard to Section 2(B).

- E. For the purpose of this Section, ties will be broken by Classification Seniority in the Department, and then by City Seniority.
- F. If possible, Employees will receive at least five (5) work days' notice of changes in their shift/work week assignments.

Section 3. The Employer may, in its discretion, override shift preference elections if the Employer reasonably determines that a different personnel allocation is needed on a shift or shifts.

ARTICLE 15 VETERANS RIGHTS AND BENEFITS

The Employer shall follow all state and federal laws and regulations regarding the employment rights of members and veterans of the United States uniformed services.

ARTICLE 16 PAID TIME OFF (PTO)

Section 1. Accrual of PTO Time.

- A. PTO shall be computed and accrued on the basis of each payroll period that a Regular Employee or Part-time permanent Employee has at least seventy-two (72) hours of straight-time pay. If a Regular Employee or Part-time permanent Employee has at least forty (40) hours of straight-time pay in a payroll period, but less than seventy-two (72) hours, the Employee shall accrue PTO at one-half ($\frac{1}{2}$) the amount shown in the Schedule below. PTO shall be based on City Seniority as defined in the Seniority Article of this Agreement and shall be accrued on the following basis:

<i>Years of City Seniority</i>	<i>Maximum Hours Accrued Per Payroll Period</i>	<i>Maximum Annual Accumulation</i>	<i>Maximum Accumulated Hours</i>
Less than 2	4.61	119.86	378
2 thru 10	6.15	159.9	378
11 thru 15	7.69	199.94	450
16 thru 19	9.23	239.98	450
20 and Over	10.77	280.02	450

- B. PTO may be cumulative but may not exceed the maximums set forth above. Any excess PTO shall be forfeited.

Section 2. General.

- A. Accumulation of PTO shall begin at the date of employment, but may not be used until an Employee has completed six (6) months of employment. Employees terminating within the first six (6) months of their employment shall forfeit any right to payment for accumulated PTO. An Employee who is involuntarily called into the uniformed services of the United

States may receive payment for accumulated PTO computed under the terms of this Article from the date of employment, even if the Employee has worked less than six (6) months.

- B. PTO shall not be paid where other Employer-paid benefits received by an Employee would result in cumulative payments exceeding the straight-time hourly rate for a normal work week.
- C. Employees requesting PTO to take any examination administered by the Employer, or its designee, may be given time off as PTO, or without pay if that time off does not interfere with operations in the Employees' Department(s).

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

- A. Upon retirement, death, or termination of employment (including at time of layoff and discharge upon exhausting any appeals), an Employee shall be compensated for their accrued PTO, up to a maximum of three hundred (300) hours, at the time their employment is terminated, the Employee is laid off or the Employee retires, at the rate of one hundred percent (100%) of the Employee's current straight time hourly rate. Any PTO in excess of three hundred (300) hours shall be forfeited.
- B. PTO Conversion Holding Bank. If a "holding bank" was established for an Employee by Article 15 of the 2014-16 collective bargaining agreement, its balance shall be paid out to the Employee 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 on July 1, 2014.
- C. Payments under subsections (A) or (B) of this Section shall be made within sixty (60) days after the Employee terminates employment. Such payments shall not be included as final average compensation for the purpose of computing retirement benefits.
- D. Payments under subsections (A) or (B) of this Section shall be paid to a deceased Employee's life insurance beneficiary.

Section 4. Scheduled PTO.

- A. All requests for scheduled PTO shall be determined at the discretion of the Division Head, dependent on the needs of the Department and the seniority of the Employees. Where possible, the Division Head shall give preference to seniority Employees in granting requests.
- B. Schedules shall be developed by the Division Head on the basis of Departmental Seniority. Within the discretion of the Division Head, the Employee may be required to work all or part of scheduled PTO that the Employee would normally have been on scheduled PTO, and in lieu of scheduled PTO, shall be paid the PTO pay provided in this Article, which PTO pay shall be in addition to the compensation received for the time actually worked during said period.

- C. Employees requesting scheduled PTO must make a written request to the Division Head twenty-four (24) hours before commencement of the PTO. The Division Head will respond to the Employee's request as soon as practicable.

Section 5. Unscheduled PTO for Health-Related Conditions.

- A. PTO for health-related conditions shall be taken in increments of at least one (1) hour or up to the Employee's accrued PTO balance, whichever is less; provided, however, in areas where work crews are assigned at the start of the normal work shift, the appointing authority may require that PTO be used in at least four (4) hour increments at the start of the normal work shift.
- B. Departmental rules may require that the Employee notify their Department prior to the start of their normal work shift of any disability or illness which will cause their absence. In all other cases, the Employee shall notify their Department of such disability or illness within one-half (½) hour after the start of their normal work shift.
- C. Notification to the Division Head and request for PTO for health-related conditions may be made by telephone, and the appropriate Division Head or authorized representative, will cause a written request to be filed. If an Employee has advance knowledge of a health condition necessitating PTO, the Employee shall, before the PTO begins, file a written request for PTO with the appropriate Division Head or authorized representative.
- D. Any Employee who has exhausted their available PTO shall have any additional lost time due to their health taken without pay.
- E. When an Employee is absent from work for a period of three (3) or more consecutive work days, the Employer may require a certificate from a licensed physician, noting the cause of such absence to be furnished before the leave request is granted for purposes of compensation. The Employee may also be required by the Department Head or authorized representative to be examined by the City Physician to determine whether the Employee has recovered sufficiently from the condition causing their absence to return to work.
- F. A certificate from a licensed physician noting the cause of the absence may be required by the Department Head of any Employee who has taken PTO for health-related conditions on three (3) or more occasions within the fiscal year. Work rules may be modified to exceed the limits set forth above.
- G. Employees who are absent or late without just cause may be subject to discipline.

Section 6. Unscheduled PTO for Non-Health Related Conditions.

- A. Employees who are absent or late without just cause may be subject to discipline.

- B. Employees requesting PTO for non-health related reasons must request and receive approval from the Employer at least twenty-four (24) hours before the requested PTO would begin. If an Employee is absent and advance notice is not given, the Employer may require proof that the Employee could not provide prior notice.
- C. Employees requesting PTO for non-health related reasons who are unable to provide at least twenty-four (24) hours' notice to the Employer shall provide notice as soon as practicable, but in no instance later than one-half (½) hour prior to the Employee's scheduled starting time.

Section 7. Disability Insurance Program.

- A. The Employer 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 percent (60%) of the Employee's straight time rate, up to a maximum of one thousand two hundred fifty dollars (\$1,250.00) per week in gross pay, commencing after the fifteenth (15th) calendar day waiting period, and extending for no more than twenty-four (24) weeks.
- B. 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 Employer. Employees are bound by the terms and conditions of the carrier which are not subject to the Grievance Procedure.
- C. The Employer may establish administrative rules to facilitate the disability insurance program at its sole discretion.
- D. The Employer 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.
- E. The Employer may also determine in its sole discretion to change insurance companies, or discontinue the program in its entirety should the Employer's cost of providing the benefit be substantially increased from the original premium.
- F. Accumulated PTO 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.
- G. Seniority and other benefits will not accumulate during the disability period, except for any time an Employee receives PTO.

**ARTICLE 17
NEUTRAL MEDICAL OPINIONS**

When the Employer's physician has determined that an Employee is either able or unable to work and the Employee's private physician disagrees, the Employer may seek a third,

independent medical opinion. The Employee will cooperate in any examination needed for that third opinion. However, nothing in this Article restricts the Employer from exercising its right to determine whether an Employee is fit for duty.

ARTICLE 18 WORKERS' COMPENSATION

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 Employer 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. When 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 eighty percent (80%) of the Employee's regular rate of pay.
- E. After the period of coverage set forth in Section 1(A)-(D), the Employer 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 19 BEREAVEMENT LEAVE

Section 1. When a death occurs in the Employee's immediate family (defined as spouse, parents, step-parents, children, or step-children), the Employee, upon written request, will be granted bereavement leave for the first five (5) scheduled working days immediately following the date of the death.

Section 2. When a death occurs to any of the Employee's parents-in-law, brothers, sisters, sisters-in-law, brothers-in-law, grandparents, grandparents-in-law, sons-in-law, daughters-in-law, grandchildren, or other relatives permanently residing in the Employee's home, the Employee, upon written request, will be granted bereavement leave for the first three (3) scheduled working days immediately following the date of the death; provided, they attend the appropriate death related service. The Employee's supervisor may require evidence of attendance in the form of a sympathy card or obituary notice.

Section 3. If the funeral is delayed, such as for an autopsy or while the body is being shipped, etc., the bereavement leave shall be delayed accordingly; provided, documentation of the delay is furnished upon request.

Section 4. If the Employee is notified of the death during their scheduled work shift, and requests to be excused immediately, the Employee shall be released as soon as possible, and shall have the option of having the remainder of their shift charged to their accrued PTO, or of having the remainder of their shift counted as the first day of the bereavement leave to which they may be entitled.

Section 5. If a death occurs under these provisions while an Employee is on PTO, upon written notice the Employee's status shall be changed from PTO to bereavement leave.

Section 6. Employees granted bereavement leave under this Article shall, after making written request for bereavement leave and submitting proof of their relationship to the deceased, receive the amount of wages they would have earned by working the straight-time hours on the scheduled days of work they missed due to bereavement leave.

Section 7. Employees may be granted additional time off for travel or otherwise by use of accrued PTO, upon the written approval of their supervisor or Department Head. The decision of the supervisor or Department Head about use of accrued PTO for such purpose shall not be arbitrary.

ARTICLE 20 JURY DUTY

Section 1. Time spent by an Employee on jury duty, during their normal work shift, before any Federal or State Court shall be considered time worked. The Employee shall inform their immediate supervisor a jury duty obligation as soon as possible after receipt of the summons.

Section 2. An Employee on jury duty shall provide the appropriate Department Head adequate proof that they reported for such jury duty, and shall turn over their jury pay to their supervisor.

Section 3. An Employee who completes their jury duty before the end of their scheduled work day shall promptly report to their supervisor and return to their regular position for the remainder of the work day, unless the Employee received prior authorization from their supervisor to charge the remainder of their work shift to accrued PTO, in which event the Employee shall promptly report to their supervisor the number of hours spent on jury duty. Reasonable time will be afforded to the Employee for a lunch break and to change clothes, where applicable, before reporting for work.

ARTICLE 21 COURT TIME

Section 1. Employees appearing under subpoena in a Federal or State Court due to their employment shall have such time considered time worked. Subpoena fees received by Employees shall be remitted to their supervisor. Mileage fees received by Employees shall be remitted to the supervisor only if transportation was furnished by the Employer, or if the Employee is being paid mileage for the use of their private vehicle for Employer business. Police Department Employees required to appear on a regular day off shall be paid in accordance with the Article #: Call-In Pay.

Section 2. Time spent, whether on or off duty, in any proceeding of the Employee against the Employer, or as a witness of any employee against the Employer, is not Court Time under this Article and will not be compensated.

ARTICLE 22 HOLIDAYS

Section 1. Holiday Observance.

A. The following days are designated as Holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Independence Day	New Year's Eve

B. Recognized Holidays shall be observed on the day the Holiday is observed by the State of Michigan. However, if Juneteenth falls on a Saturday it shall be observed on the preceding Friday or if it falls on a Sunday it shall be observed on the following Monday.

Section 2. Employees Who Are Not Required to Work.

- A. If a Holiday falls on the Employee's regularly scheduled workday, and the Employee is not required to work, the Employee shall receive eight (8) hours of straight-time pay.
- B. If a Holiday falls on the Employee's regularly scheduled day off, the Employee shall be credited with eight (8) hours of PTO.

Section 3. Employees Who Work on a Holiday.

- A. An Employee that is required to work on a Holiday shall receive:
 - i. Straight-time pay for all hours worked; and
 - ii. Eight (8) additional hours of straight-time pay.

Section 4. Duplication of Holiday Benefits.

Employees required to work both the calendar date and the designated date of a Holiday shall receive Holiday benefits only for the calendar date of the Holiday.

Section 5. Unauthorized Leave.

- A. Employees who are absent without prior authorization on their last scheduled work day preceding the Holiday or on their first scheduled work day following the Holiday shall not be entitled to Holiday pay.
- B. Employees scheduled to work on a Holiday, who fail to report for work, and whose absence was not previously authorized, shall not be entitled to Holiday pay.

Section 6. Holidays are Hours Worked for the Purpose of Overtime.

Hours paid to an Employee as Holiday Pay are hours worked for the purpose of entitlement to overtime premium compensation under Article 23 of this Agreement. Holiday Pay does not constitute hours worked for any other purpose.

**ARTICLE 23
OVERTIME**

Section 1. Overtime Pay.

- A. Employees who work in excess of forty (40) hours during any normal work week established by the Employer, shall be paid overtime premium pay at the rate of one and one-half (1½) times their base rate of compensation for the excess hours worked.

- B. All work in excess of a normal work shift and/or normal work week must be approved by the Employee's supervisor prior to the commencement of such work.
- C. Except as provided in Article 22 (Holidays), only actual hours worked shall be counted towards eligibility of overtime premium pay. Time spent on leave and Union release time shall not be counted as hours worked.
- D. Premium payments will not be duplicated.

Section 2. Overtime Equalization.

- A. Voluntary and mandatory overtime work shall be equalized among employees qualified to do the work available working within the same job classification, within the same division and shift, beginning July 1, 2022. The Overtime Distribution provision of the predecessor Agreement (Article 21, Section 2) will control until July 1, 2022.
- B. Available overtime will first be offered on a voluntary basis to qualified employees in descending seniority order. An employee who declines an offer of voluntary overtime will be charged with the amount of the overtime for equalization purposes.
- C. If no one volunteers to work overtime, the Employer will mandate employees in ascending seniority order.
- D. Each month, divisions will post overtime equalization lists, identifying each employee and the amount of overtime each employee has been charged.
- E. The distribution of voluntary and mandatory overtime shall be equalized annually within thirty (30) hours. The remedy for insufficient overtime equalization will be offering additional overtime opportunities to the adversely affected employees.
- F. The Director of Human Resources/Labor Relations will develop processes and procedures for divisional equalization of overtime, which will become effective on July 1, 2022. The Director of Human Resources/Labor Relations will share the processes and procedures with the Union and provide a pre-implementation opportunity to meet and discuss the processes and procedures.

**ARTICLE 24
CALL-IN PAY; SUSPENSION OF SERVICES**

Section 1. Any Employee brought back to work on call-in, shall be paid a minimum of two (2) hours at their base wage rate; provided, if the Employee has worked in excess of forty (40) hours during the work week, the Employee shall be paid overtime premium pay at the rate of one and one-half (1½) times their base rate of compensation for those hours worked.

Section 2. If the City's Chief Executive, or their designee, suspends some of the City's services due to weather or to some other emergency, Employees who are at work will receive payment for their actual hours worked. Employees who are excused from work due to the emergency may use PTO time, or approved unpaid time off to cover the time not worked.

Section 3. No Employee shall receive compensation for time not expended in City employment, except as earned and paid pursuant to this Agreement. This Provision does not apply to back pay awards made by any court, commission, or person authorized by law or by mutual agreement to do so.

ARTICLE 25 STANDBY

Section 1. An Employee may be required to remain on call at their home or other reasonably accessible location for such time as the Employer may determine. The Employer will attempt to equalize assignment of standby duty among qualified Employees of each Department where practicable.

Section 2. An Employee on standby duty shall receive one (1) hour pay at their base hourly rate of pay for each day of standby duty. Additional benefits do not accrue for standby time. Standby time shall not be considered time worked, nor will payments for standby time be considered earnings for the purposes of Final Average Compensation.

ARTICLE 26 CAR AND MILEAGE REIMBURSEMENT

Section 1. Employees may be required to furnish their own transportation when required to perform their assigned duties. In such cases, Employees must maintain a valid Michigan Driver's License. The City, in its discretion, may eliminate the requirement that an Employee provide their own transportation, and alternatively require the Employee to use transportation provided by the City.

Section 2. Mileage Reimbursement.

- A. An Employee who is required to furnish their own transportation in order to perform their assigned duties, shall be reimbursed for all of the miles driven in the course of performing their assigned duties, at the standard mileage rate established by the Internal Revenue Service (IRS).
- B. A record of all actual miles driven shall be required from each Employee prior to receiving any mileage reimbursement. The record shall be on forms provided by the City and submitted to the Employee's Department/Division Head for review, and then forwarded to the Department of Finance for inspection and payment.
- C. Mileage reimbursement checks shall be processed in accordance with the Employer's Travel Policy.

Section 3. Provision of Liability Insurance.

An Employee who is required to furnish their own transportation in order to perform their assigned duties shall provide proof of liability insurance in the amount of \$100,000/\$300,000.

ARTICLE 27
COMPENSATION SCHEDULES

The salaries and wages to be paid under this Agreement shall be in full accord with the Compensation Schedules attached to this Agreement as Attachment A.

ARTICLE 28
DUAL CLASSIFICATIONS

Section 1. Compensation.

Employees in dual classification positions shall be paid at the classification rate for the time worked by the Employee in each classification. In no case shall an Employee performing work in a classification with a higher rate be paid less than one-half (½) hour at the higher rate.

Section 2. PTO.

When taking PTO, Employees who are employed in dual classification positions shall be paid at the lower rate.

Section 3. Inter-unit Dual Classification Positions.

An Employee working in a dual classification position, of which one position is represented by Local 1600 and one is represented by Local 1799, shall, for all purposes, be treated as a member of Local 1600.

ARTICLE 29
PAY LEVEL RECLASSIFICATION AND REALLOCATION

Section 1. Reclassification Requests.

- A. The Union President may submit one (1) written reclassification or reallocation request during each quarter of the calendar year. A written reclassification or reallocation request shall include a CS-39 completed form with the Employees and Supervisors signature verifying the information.
- B. The Human Resources/Labor Relations Department will determine whether the Employee is correctly working within their current job description and classification and will advise the Union President of their determination.

- C. If the Human Resources/Labor Relations Department determines over fifty percent (50%) of the Employee's duties are in another, higher classification, then the Employee will be promoted to that position effective the first full pay period following the Human Resources/Labor Relations Department's determination. When an Employee is placed in a different pay level by reason of reclassification or reallocation, their base wage rate will be adjusted accordingly beginning with the first full pay period following the Human Resources/Labor Relations Department's determination.
- D. The Union may grieve a denial of a reclassification or reallocation request with the grievance being presented at Step 3 of the Grievance Procedure. Any pay from a grievance settlement will not be awarded prior to the date of the filing of the written grievance.

Section 2. New Classifications, Reclassifications, Reallocations.

- A. The Employer shall have the exclusive right to establish new classifications, to reclassify existing classifications, and to reallocate wage rates to classifications. When such changes are made, the Union will be provided a copy of the new/revised position description and the established rate of pay, at least five (5) work days prior to its implementation.
- B. Upon request of the Union a meeting shall be held (either before or after implementation) to allow the Union the opportunity to meet and confer with the Human Resources/Labor Relations Director, or their designee, as to the wage rate of such classification, but not as to the duties. However, any delay in the implementation of the new/revised classification will be at the sole prerogative of the Employer.
- C. If there is no agreement upon the rate of pay, the matter as to the appropriate pay rate may be referred to Step 3 of the Grievance Procedure.

Section 3. Arbitrator Authority.

If a matter related to this Article is arbitrated as provided above, the Arbitrators only authority is to determine if the Employer's decision was not reasonable. If the Arbitrator determines the Employer's decision was not reasonable, the Arbitrator will refer the grievance back to Step 3 of the Grievance Procedure for further review.

**ARTICLE 30
CHANGES IN RATES OF COMPENSATION**

Section 1. Step advancements on the Compensation Schedules shall accrue only for City Seniority, as defined in Article 12 (Seniority).

Section 2. Changes in compensation shall be effective at the beginning of the first full pay period following the change.

Section 3. When an Employee is placed in a lower classification as the result of bumping rights exercised in accordance with Article 13 (Layoff-Recall), any resulting change in rate of compensation shall become effective at the beginning of the first full pay period following the change.

ARTICLE 31 REST AND MEAL PERIODS

Section 1. Rest Periods.

- A. All Employees shall have one (1) rest period of fifteen (15) minutes per four (4) work hours, to be scheduled by their immediate supervisor.
- B. Rest periods shall not be cumulative, nor shall Employees be entitled to additional compensation in lieu of a rest period.
- C. Rest periods should not disrupt the regular business of the day. Employees may not leave the work premises during rest breaks.
- D. Employees who works in excess of their normal work shift shall be permitted to take an additional fifteen (15) minute rest period upon the completion of each two (2) hour period following their normal work shift.

Section 2. Meal Periods.

- A. All Employees shall be granted an unpaid lunch period, not to exceed one (1) hour including travel time.
- B. Whenever practical, the lunch period shall be scheduled near the middle of the Employee's shift.
- C. For continuous operations, departmental work rules apply.

ARTICLE 32 AUTHORIZED PAYROLL DEDUCTIONS

Section 1. In addition to mandatory deductions, Employees may authorize other deductions as agreed upon by the parties. Written authorization by individual Employees, for payroll deductions, must be furnished to the Employer on a standard form acceptable to the Employer. No deductions will be made which are prohibited by applicable law.

Section 2. An Employee receiving an overpayment or underpayment of wages must immediately notify the Employer of the overpayment or underpayment. The Employer may

recover overpayments of wages or fringe benefits as provided by applicable law.

ARTICLE 33 TUITION REIMBURSEMENT

Section 1. If a Regular Employee desires to enroll in one or more job-related courses at an accredited educational institution, while continuing in their full-time employment, they may submit in advance of commencing such course(s), a letter of application to the Human Resources/Labor Relations Department requesting reimbursement of the cost of their tuition.

Section 2. The letter of application shall list the course(s) to be taken by course title and number, along with a description of each courses' content, the name of the educational institution, the location, dates, starting and ending times, and the tuition costs of each listed course.

Section 3. The Employer will deny an application for tuition reimbursement if it reasonably determines that the coursework is not related to the Employee's job or job progression.

Section 4. Upon written proof of satisfactory completion of any course(s) listed on an approved letter of application, and of the amount expended for tuition therefore, the Employee shall be reimbursed for such tuition up to five hundred dollars (\$500.00) per fiscal year.

Section 5. To be eligible for reimbursement under this Article, the Employee must agree, in writing, to remain a full-time Employee for a period of one (1) year following the reimbursement. The Employee must also agree that if they leave the City's employ before the expiration of the one (1) year period, the City may deduct from their final pay an amount equal to one-twelfth (1/12) of the tuition reimbursement for each month, or portion of a month, they are short of the one (1) year requirement.

Section 6. Reimbursement for tuition to all Bargaining Unit Employees shall not exceed the sum of ten thousand dollars (\$10,000.00) during any one (1) fiscal year. Employees will be reimbursed in the order that the completed letters of application were received.

ARTICLE 34 EMPLOYEE SAFETY

Section 1. Safety.

- A. The Employer is committed to providing safe work conditions for its employees. The Employer will establish those safety committees required by law.
- B. The Union may submit a written request to the Human Resources/Labor Relations Director, to meet and confer on safety related concerns.

Section 2. Safety Equipment/Devices.

- A. Any protective clothing or protective device, over and beyond normal wearing apparel, required by the Michigan Occupational Safety and Health Act, or by the Employer, to be worn and/or used in the performance of a specific job or duty, shall be furnished and maintained by the Employer at their sole discretion. The Employer will determine the terms under which it will provide and replace such protective devices or clothing.
- B. Employees shall wear issued safety equipment during working hours.

**ARTICLE 35
INSURANCE COVERAGE**

Section 1. For any insurance benefit provided by this Agreement, the Employer has the right to select the carrier(s), to select the insurance policy or policies, to change carriers, and/or to become self-insured.

Section 2. Each insurance benefit provided by this Agreement is subject to the terms and conditions specified in the insurance policy or policies. No claim settlement between the Employee and any such insurance carrier(s) shall be the basis of a grievance or subject to arbitration under this Agreement. The Employer, by payment of the premium 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 deliver any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Employer or the Union, nor shall such failure be considered a breach by either the Employer or the Union of any obligation under this Agreement. Eligibility, 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 Employer and the carrier(s).

Section 3. The Employer may determine to offer or cease offering voluntary benefit plans (e.g., AFLAC) at its discretion, at any time.

Section 4. This Agreement may refer to the Employer's obligation to pay premiums to provide certain insurance (to wit, life, hospitalization). The Employer is or may elect to become self-insured on some of these benefits. Therefore, it is understood that the Employer is obligated to provide the coverage and benefits outlined in the Agreement, but that this does not require the Employer to pay premiums for insurance contracts as such.

**ARTICLE 36
LIFE INSURANCE**

Section 1. The Employer agrees that, for the duration of this Agreement, it will pay the premiums to furnish twenty-five thousand dollars (\$25,000.00) of group life insurance and twenty-five thousand dollars (\$25,000.00) of accidental death and dismemberment insurance for Full-time Employees.

Section 2. The insurance coverage specified in this Article, shall begin on the first day of the month after the Employee reaches six (6) months of City Seniority.

Section 3. The insurance coverage specified in this Article, 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 Employer's 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.

Section 4. If an 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 to that Employee.

Section 5. Forms will be made available to Employees by the Employer, whereby Employees can designate a beneficiary on their life insurance coverage. In the event no beneficiary is designated, the policy will be payable to the Employee's estate.

Section 6. Life Insurance Coverage will be continued while an Employee is on an authorized disability leave as provided in Article 16, Section 7, if the Employee is otherwise eligible. The Employee shall be obligated to pay their premium share, if any, within fourteen (14) days of the established due date or insurance coverage will be cancelled.

ARTICLE 37 PAYMENT IN LIEU OF INSURANCE COVERAGE

Employees who are eligible for hospitalization insurance, but whose entire tax family opts out of that insurance because they have group health coverage from another source or sources, shall be entitled to payment of up to one thousand two hundred dollars (\$1,200.00) during the year. The City will make this payment to eligible Employees in installments of one hundred dollars (\$100.00) 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 38 HOSPITALIZATION INSURANCE

Section 1. Employee Health Insurance. The Employer agrees to provide full-time Employees and their eligible spouses and dependents health coverage subject to the terms below, subject to modification as may be required by 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 (or comparable coverage through existing/alternative carriers):
- i. BCBSM Community Blue PPO Plan CB 12 PPO with \$1,000/\$2,000 deductible and \$10, \$40, \$80 (30 day supply) prescription drug coverage;
 - ii. Health Plus Plan DVDF and \$20, \$40, \$60 (30 day supply) prescription drug coverage;
 - iii. McLaren Health Plan C6 and \$10, \$25, \$50 (30 day supply) prescription drug coverage.

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

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

- C. The Employer may, at its discretion, amend the health coverage plans offered, add new health coverage plans, or remove health coverage plans. The Employer may change the open enrollment periods for existing health coverage plans, but not more often than twice annually.
- D. The 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 eighty percent (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 their premium share within fourteen (14) days of established due date or insurance coverage will be cancelled. If 2011 PA 152 is

repealed, the Employer shall pay eighty percent (80%) of the annual premium.

Section 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.
- iii. Employees shall 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:

<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 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, on the same terms (including required contributions to premiums) and with the same benefit levels as offered to current regular Employees, until the Retiree becomes eligible for Medicare due to age, disability, or end stage renal disease.

The Employer's contribution for health care coverage for retirees not eligible for Medicare will be limited to the amount contributed for the lowest cost medical portion of the Medicare Supplemental or Medicare Advantage plans provided to Retirees pursuant to Section 2(B)(ii) of this Article plus the Employer's cost of prescription drug coverage provided to eligible 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 their 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 their 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 the 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. .

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 16, Section 7, if the Employee is otherwise eligible. The Employee shall be obligated to pay their premium share, if any, within fourteen (14) days of established due date or insurance coverage will be cancelled.

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

ARTICLE 39 DENTAL BENEFITS

Section 1. Dental 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 fifty percent (50%) of premium cost through payroll deduction.

Section 2. If an Employee does not have sufficient funds in a paycheck, the Employee shall be obligated to pay their premium share within fourteen (14) calendar days of established due date or insurance coverage will be cancelled.

Section 3. Dental coverage will be continued while an Employee is on an authorized disability leave as provided in Article 16, Section 7, if the Employee is otherwise eligible. The Employee shall be obligated to pay their premium share, within fourteen (14) calendar days of established due date or insurance coverage will be cancelled.

ARTICLE 40 OPTICAL BENEFITS

Section 1. Optical 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 fifty percent (50%) of premium cost through payroll deduction.

Section 2. If an Employee does not have sufficient funds in a paycheck, the Employee shall be obligated to pay their premium share within fourteen (14) calendar days of established due date or insurance coverage will be cancelled.

Section 3. Optical coverage will be continued while an Employee is on an authorized disability leave as provided in Article 16, Section 7, if the Employee is otherwise eligible. The Employee shall be obligated to pay their premium share, within fourteen (14) calendar days of established due date or insurance coverage will be cancelled.

ARTICLE 41 UNEMPLOYMENT COMPENSATION

Eligibility for and payment of unemployment compensation benefits for Employees shall be in accordance with the Michigan Employment Security Act, Public Act 1 of 1936, as amended.

ARTICLE 42
RETIREMENT BENEFITS

Section 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 whether Defined Benefit, Defined Contribution, or Hybrid Plan, including investments and payments, except as otherwise provided below.
- B. Employees in this Division will be credited with one (1) 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.

Section 2. Defined Benefit Plan. The Defined Benefit Plan is for all Employees hired prior to July 1, 2013 except for employees currently in the City of Flint 401(a) Defined Contribution Plan. 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. Notwithstanding anything to the contrary as may contain herein, Employees hired prior to July 1, 2013, 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, which had a term of July 1, 2010 through June 30, 2014 and was signed October, 2011. Effective May 1, 2012, the multiplier for these employees shall be 1.50% for all credited service time earned after that date.
- 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 Employee's entire work history as reported to MERS by the Municipality. For the pension calculation after May 1, 2012, overtime will not be included in FAC. (For example: FAC years 2006 + 2007 + 2008 divided by 3 = FAC.)
- D. The Employee annual contribution is twelve percent (12%) on all base wages earned.
- E. Employees hired prior to September 26, 1984, are eligible to retire and to receive a pension benefit calculated in accordance with this Article if they have accumulated three hundred (300) months or twenty-five (25) years of service credits. Employees hired prior to September 26, 1984, who leave the employment of the City with one

hundred twenty (120) months or ten (10) years of service when their employment is terminated will receive their retirement benefit once they would have had twenty-five (25) years of service.

- F. Employees hired prior to June 30, 1997, who have accumulated one hundred twenty (120) months or ten (10) years of service credits in accordance with this Section, and who have reached the age of fifty-five (55) years are eligible to retire and to receive a pension benefit calculated in accordance with this Article.
- G. Employees hired prior to June 30, 1997, who leave the employment of the City with one hundred twenty (120) months or ten (10) years of accumulated service credits, but who have not attained the age of fifty-five (55), are eligible to receive a pension benefit calculated in accordance with this Article, once they attain the age of fifty-five (55).
- H. Employees hired after July 1, 1997, who have accumulated one hundred twenty (120) months or ten (10) years of service credits in accordance with this Section, and who have reached the age of fifty-nine (59) years, or if they have accumulated three hundred sixty (360) months or thirty (30) years of service credits and have obtained the age of fifty-five (55) are eligible to retire and to receive a pension benefit calculated in accordance with this Article.
- I. Employees hired after July 1, 1997, who leave the employment of the City with one hundred twenty (120) months or ten (10) years of accumulated service credits, but who have not attained the age of fifty-nine (59), are eligible to receive a pension benefit calculated in accordance with this Article, once they attain the age of fifty-nine (59).
- J. 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 Employee is determined to be disabled under MERS' definition. The benefit will be the greater of the result of the applicable defined benefit formula or fifteen percent (15%) of the FAC. The pension benefit will be recalculated by granting additional service credit at age sixty (60) or if the Municipality notifies MERS or MERS is otherwise informed that the state workers' compensation payments have ceased.
- K. Non-Duty related disability benefits are subject to MERS processes and approval. The Employee must have ten (10) years of service in order to qualify. Benefits will be paid if the Employee is determined to be disabled under MERS' definition. The benefit will be computed as the result of the defined benefit formula without regards to a minimum. 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.

- L. Duty related death benefit has no vesting requirements. The surviving spouse will receive the greater of the result of the defined benefit formula or twenty-five percent (25%) of the FAC. If the Employee dies with no spouse, any children would equally share not less than twenty-five (25%) of the Employee's straight life benefit until twenty-one (21) or married. A survivor beneficiary would receive a portion of a vested Employee's straight life benefit.
- M. Non-Duty related death benefits are payable should death occur to an active Employee. The Employee must have twenty (20) years of service or be age fifty-five (55) with a minimum of ten (10) years of service in order to qualify. The spousal benefit will be eighty-five percent (85%) of the result of the defined benefit formula or one hundred percent (100%) of the Joint and Survivor benefit, whichever is higher. If a survivor beneficiary is named, they would receive a portion of the straight life benefit. If the Employee dies with no spouse or survivor beneficiary, any children would equally share fifty percent (50%) of the Employee's straight life benefit until twenty-one (21) or married.

Section 3. Hybrid Plan.

- A. Employees hired on or after July 1, 2013, and current employees in the City of Flint 401(a) Defined Contribution Plan shall be provided with the MERS hybrid pension plan (which includes a component of a defined benefit and defined contribution) with a one percent (1.0%) multiplier.
- B. 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 Employee's entire work history as reported to MERS by the Municipality.
- C. 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.
- D. 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), are eligible to receive a pension benefit calculated in accordance with this Article, once they attain the age of sixty (60).
- E. Participants may make a one-time, irrevocable election to contribute up to five percent (5%) of all earnings in increments of one percent (1%) to the defined contribution component of the Hybrid Plan. The Employer will match the Employee's contribution up to five percent (5%) not to exceed the ten percent (10%) overall Hybrid Plan Employer contribution cap. Employees shall be one hundred percent (100%) vested at all times on their own contributions. They will vest on the Employer contributions according to the following schedule: After one (1) year of service, twenty percent (20%) vested; two (2) years, forty percent (40%)

vested; three (3) years, sixty percent (60%) vested; four (4) years, eighty percent (80%) vested; five (5) years, one hundred percent (100%) vested.

- F. Employees participating in the City of Flint 401(a) Defined Contribution Plan shall have an amount equal to their Employee contributions to the Defined Contribution plan, the investment earnings thereon, and the vested portion of Employer contributions to the Defined Contribution plan, and the vested portion of investment earnings thereon, transferred to the defined contribution plan component of the Hybrid Plan. Employees shall be vested in the transferred amount exactly as they are in the current City of Flint 401(a) Defined Contribution Plan.

ARTICLE 43 RESIDENCY

All Employees shall, as a condition of their continued employment, maintain residence within twenty (20) miles of the nearest boundary of the City of Flint. This will not apply to Employees hired before June 30, 1992.

ARTICLE 44 COMMERCIAL DRIVER LICENSES

Section 1. An applicant must demonstrate they hold a commercial driver's license (CDL) before the applicant may apply for any position with the Employer that requires a CDL.

Section 2. An Employee employed in a position which requires a CDL bears the sole responsibility for maintaining their CDL. The Employer will reimburse no costs of obtaining or maintaining a CDL.

Section 3. An Employee who is unable to maintain a CDL as required for their position shall be placed on leave without pay, benefits, or accrual of seniority for the length of their seniority or one (1) year, whichever is less. An Employee on such leave who regains a CDL will be considered for return to the Employee's former position if it remains open. An Employee on such leave who is not returned to active employment by the end of the leave period provided by this Section shall be terminated from employment without recourse to the layoff/recall procedure in this Agreement.

ARTICLE 45 CHANGE OF ADDRESS AND TELEPHONE NUMBER

Section 1. Employees must file with the Human Resources/Labor Relations Department, the address of their permanent residence, home telephone number, cellphone number, and email address. Forms for this purpose shall be provided by the Employer. Employees, as a condition of continued employment, must maintain a home telephone or a cellphone at their own expense. The Employer may request, from time to time, that Employees confirm this data on the form provided by the Employer.

Section 2. Employees who change their place of permanent residence, phone numbers, or email address shall notify their immediate supervisor and the Human Resources/Labor Relations Department on a Employer-provided form, within seven (7) calendar days of the change.

Section 3. Notice to an Employee delivered to the Employee's address and/or phone numbers as they appear on the Employer's records is sufficient when used in connection with the Employee notice provisions under this Agreement.

ARTICLE 46 OUTSIDE EMPLOYMENT

Section 1. Employees shall comply with all applicable Departmental and City rules and regulations as well as all state and federal laws.

Section 2. Any outside employment undertaken must not deter an individual from satisfactorily performing their duties as a City Employee. Employees shall notify the Department Head and the Human Resources/Labor Relations Department in writing prior to undertaking any outside employment to ensure there is no conflict of interest.

Section 3. Employment prior to the effective date of this Agreement must be disclosed within thirty (30) calendar days of the effective date of this Agreement. Failure to disclose any employment may result in discipline up to and including discharge.

ARTICLE 47 SCOPE OF AGREEMENT

Section 1. During the negotiations that resulted in this Agreement, both parties had the opportunity to make proposals regarding any subject not removed by law from collective bargaining. All agreements the parties reached after exercising that opportunity are in this Agreement. For its term, neither party shall be obligated to bargain regarding any subject not removed by law from collective bargaining, even if that subject was not within the parties' contemplation during negotiations for this Agreement.

Section 2. No agreement contrary to any term or condition of this Agreement binds the parties unless they execute a written agreement so providing. This Agreement is the entire agreement between the parties and supersedes any prior contrary agreement or practice.

ARTICLE 48 NO STRIKE/NO LOCKOUT

Section 1. No Strike.

A. The Grievance Procedure in this Agreement shall serve as a means for the peaceful resolution of all disputes that may arise concerning its terms. 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, "strike" means 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 work duties.

- B. 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 Employer and any other labor organization.

Section 2. Affirmative Action.

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

Section 3. No Lockout.

The Employer agrees that during the life of this Agreement there will be no lockout.

ARTICLE 49
SEPARABILITY AND SAVINGS

Section 1. If any provision of this Agreement is or becomes invalid by operation of law or is held invalid by any tribunal or court of competent jurisdiction, or if a tribunal restrains compliance with any provision pending a final determination as to its validity, the remainder of this Agreement (including the invalidated or restrained provision to the full extent it remains enforceable) shall not be affected.

Section 2. If any provision of this Agreement is held invalid, as set forth above, the parties shall negotiate for a mutually satisfactory replacement.

Section 3. Any provision of any prior agreement between the parties (including, but not limited to, letters of understanding, or memorandums of understanding, not contained in this Agreement) shall be considered null and void with no further force or effect.

**ARTICLE 50
DURATION OF AGREEMENT**

Section 1. This Agreement shall be effective from the date of ratification by both parties through June 30, 2024. This Agreement shall automatically renew for successive periods of one (1) year unless either party notifies the other in writing, not less than thirty (30) days before the Agreement's expiration date, of its desire to terminate or renegotiate this Agreement.

Section 2. Wage Reopener. This Agreement may be reopened for negotiations regarding wages. A party must provide written request to reopen to the other no earlier than April 1, 2023 and no later than June 30, 2023. The parties will begin negotiations within thirty (30) days after written request is received, unless the parties agree otherwise. Negotiations under this paragraph are limited to the subject of wages. This provision is not intended to and does not reopen or affect any other term of this Agreement.

Section 3. 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.

The parties executed this Agreement on the _____ day of _____, 2022.

**City of Flint
("Employer")**

**AFSCME Council 25, Local 1600
("Union")**

Appendix A
Compensation Schedule

City of Flint - Local 1600 Wage Scales										
Wage Scale	1st 6 Months	2nd 6 Months	2nd Year	3rd Year	4th Year	5th Year	11th thru 15th Year	16th thru 20th Year	21st thru 24th Year	25th Year and Over
1	A \$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00
	B \$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
	H \$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$
2	A \$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00
	B \$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
	H \$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$
3	A \$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00
	B \$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
	H \$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$
4	A \$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 32,003.45
	B \$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,230.90
	H \$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,386
5	A \$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 32,391.48
	B \$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,245.83
	H \$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,573
6	A \$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 32,274.22	\$ 32,924.48
	B \$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,241.32	\$ 1,266.33
	H \$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,516	\$ 15,829
7	A \$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 32,321.12	\$ 32,798.69	\$ 33,457.48
	B \$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,243.12	\$ 1,261.49	\$ 1,286.83
	H \$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,539	\$ 15,769	\$ 16,085
7J	A \$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 32,229.44	\$ 32,572.70	\$ 32,913.82	\$ 33,399.91	\$ 34,067.23
	B \$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,239.59	\$ 1,252.80	\$ 1,265.92	\$ 1,284.61	\$ 1,310.28
	H \$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,495	\$ 15,660	\$ 15,824	\$ 16,058	\$ 16,378
8	A \$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 32,154.82	\$ 32,508.74	\$ 32,858.38	\$ 33,361.54	\$ 34,026.72
	B \$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,236.72	\$ 1,250.34	\$ 1,263.78	\$ 1,283.14	\$ 1,308.72
	H \$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,000 \$	\$ 15,459	\$ 15,629	\$ 15,797	\$ 16,039	\$ 16,359

Appendix A
Compensation Schedule

City of Flint - Local 1600 Wage Scales										
Wage Scale	1st 6 Months	2nd 6 Months	2nd Year	3rd Year	4th Year	5th Year	11th thru 15th Year	16th thru 20th Year	21st thru 24th Year	25th Year and Over
9	A \$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 32,679.30	\$ 33,039.60	\$ 33,393.52	\$ 33,920.12	\$ 34,598.10
	B \$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,256.90	\$ 1,270.75	\$ 1,284.37	\$ 1,304.62	\$ 1,330.70
	H \$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,711	\$ 15,884	\$ 16,055	\$ 16,308	\$ 16,634
10	A \$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 32,178.28	\$ 33,171.79	\$ 33,542.76	\$ 33,930.78	\$ 34,461.65	\$ 35,148.15
	B \$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,237.63	\$ 1,275.84	\$ 1,290.11	\$ 1,305.03	\$ 1,325.45	\$ 1,351.85
	H \$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,470	\$ 15,948	\$ 16,126	\$ 16,313	\$ 16,568	\$ 16,898
11	A \$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 32,662.24	\$ 33,672.81	\$ 34,056.57	\$ 34,472.31	\$ 35,001.04	\$ 35,702.47
	B \$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,256.24	\$ 1,295.11	\$ 1,309.87	\$ 1,325.86	\$ 1,346.19	\$ 1,373.17
	H \$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,703	\$ 16,189	\$ 16,373	\$ 16,573	\$ 16,827	\$ 17,165
12	A \$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 33,159.00	\$ 34,180.22	\$ 34,576.78	\$ 35,001.04	\$ 35,551.10	\$ 36,263.19
	B \$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,275.35	\$ 1,314.62	\$ 1,329.88	\$ 1,346.19	\$ 1,367.35	\$ 1,394.74
	H \$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,942	\$ 16,433	\$ 16,623	\$ 16,827	\$ 17,092	\$ 17,434
13	A \$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 33,649.36	\$ 34,694.04	\$ 35,094.85	\$ 35,540.44	\$ 36,122.48	\$ 36,845.22
	B \$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,294.21	\$ 1,334.39	\$ 1,349.80	\$ 1,366.94	\$ 1,389.33	\$ 1,417.12
	H \$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 16,178	\$ 16,680	\$ 16,873	\$ 17,087	\$ 17,367	\$ 17,714
14	A \$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 32,180.41	\$ 34,143.98	\$ 35,201.45	\$ 35,606.53	\$ 36,067.04	\$ 36,683.19	\$ 37,418.73
	B \$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,237.71	\$ 1,313.23	\$ 1,353.90	\$ 1,369.48	\$ 1,387.19	\$ 1,410.89	\$ 1,439.18
	H \$ 15,000	\$ 15,000	\$ 15,000	\$ 15,471	\$ 16,415	\$ 16,924	\$ 17,119	\$ 17,340	\$ 17,636	\$ 17,990
15	A \$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 32,634.52	\$ 34,645.00	\$ 35,715.26	\$ 36,156.59	\$ 36,619.23	\$ 37,275.89	\$ 38,019.96
	B \$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,255.17	\$ 1,332.50	\$ 1,373.66	\$ 1,390.64	\$ 1,408.43	\$ 1,433.69	\$ 1,462.31
	H \$ 15,000	\$ 15,000	\$ 15,000	\$ 15,690	\$ 16,656	\$ 17,171	\$ 17,383	\$ 17,605	\$ 17,921	\$ 18,279
16	A \$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 33,095.04	\$ 35,146.02	\$ 36,235.47	\$ 36,708.78	\$ 37,190.61	\$ 37,866.45	\$ 38,625.44
	B \$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,272.89	\$ 1,351.77	\$ 1,393.67	\$ 1,411.88	\$ 1,430.41	\$ 1,456.40	\$ 1,485.59
	H \$ 15,000	\$ 15,000	\$ 15,000	\$ 15,911	\$ 16,897	\$ 17,421	\$ 17,648	\$ 17,880	\$ 18,205	\$ 18,570
17	A \$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 33,608.85	\$ 35,713.13	\$ 36,823.90	\$ 37,314.26	\$ 37,800.36	\$ 38,499.66	\$ 39,267.18
	B \$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,292.65	\$ 1,373.58	\$ 1,416.30	\$ 1,435.16	\$ 1,453.86	\$ 1,480.76	\$ 1,510.28
	H \$ 15,000	\$ 15,000	\$ 15,000	\$ 16,158	\$ 17,170	\$ 17,704	\$ 17,940	\$ 18,173	\$ 18,509	\$ 18,878

Appendix A
Compensation Schedule

City of Flint - Local 1600 Wage Scales											
Wage Scale	1st 6 Months	2nd 6 Months	2nd Year	3rd Year	4th Year	5th Year	11th thru 15th Year	16th thru 20th Year	21st thru 24th Year	25th Year and Over	
18	A \$ 31,200.00	\$ 31,200.00	\$ 32,016.24	\$ 34,114.13	\$ 36,282.38	\$ 37,403.81	\$ 37,915.49	\$ 38,431.43	\$ 39,130.73	\$ 39,915.30	
	B \$ 1,200.00	\$ 1,200.00	\$ 1,231.39	\$ 1,312.08	\$ 1,395.48	\$ 1,438.61	\$ 1,458.29	\$ 1,478.13	\$ 1,505.03	\$ 1,535.20	
	H \$ 15,000	\$ 15,000	\$ 15,392	\$ 16,401	\$ 17,443	\$ 17,983	\$ 18,229	\$ 18,477	\$ 18,813	\$ 19,190	
18A	A \$ 31,200.00	\$ 31,200.00	\$ 32,517.26	\$ 34,630.08	\$ 36,821.77	\$ 37,956.00	\$ 38,463.41	\$ 38,983.62	\$ 39,689.31	\$ 40,480.28	
	B \$ 1,200.00	\$ 1,200.00	\$ 1,250.66	\$ 1,331.93	\$ 1,416.22	\$ 1,459.85	\$ 1,479.36	\$ 1,499.37	\$ 1,526.51	\$ 1,556.93	
	H \$ 15,000	\$ 15,000	\$ 15,633	\$ 16,649	\$ 17,703	\$ 18,248	\$ 18,492	\$ 18,742	\$ 19,081	\$ 19,462	
19	A \$ 31,200.00	\$ 31,200.00	\$ 33,370.06	\$ 35,557.50	\$ 37,819.55	\$ 38,987.88	\$ 39,495.30	\$ 40,041.09	\$ 40,768.10	\$ 41,584.66	
	B \$ 1,200.00	\$ 1,200.00	\$ 1,283.46	\$ 1,367.60	\$ 1,454.60	\$ 1,499.53	\$ 1,519.05	\$ 1,540.04	\$ 1,568.00	\$ 1,599.41	
	H \$ 15,000	\$ 15,000	\$ 16,043	\$ 17,095	\$ 18,182	\$ 18,744	\$ 18,988	\$ 19,251	\$ 19,600	\$ 19,993	
20	A \$ 31,200.00	\$ 31,200.00	\$ 33,939.31	\$ 36,192.83	\$ 38,514.58	\$ 39,704.24	\$ 40,211.65	\$ 40,804.35	\$ 41,548.42	\$ 42,379.90	
	B \$ 1,200.00	\$ 1,200.00	\$ 1,303.36	\$ 1,392.03	\$ 1,481.33	\$ 1,527.09	\$ 1,546.60	\$ 1,569.40	\$ 1,598.02	\$ 1,630.00	
	H \$ 15,000	\$ 15,000	\$ 16,317	\$ 17,400	\$ 18,517	\$ 19,089	\$ 19,333	\$ 19,617	\$ 19,975	\$ 20,375	
21	A \$ 31,200.00	\$ 31,200.00	\$ 34,581.04	\$ 36,896.39	\$ 39,292.76	\$ 40,505.87	\$ 41,060.19	\$ 41,650.75	\$ 42,356.44	\$ 43,200.72	
	B \$ 1,200.00	\$ 1,200.00	\$ 1,330.04	\$ 1,419.09	\$ 1,511.26	\$ 1,557.92	\$ 1,579.24	\$ 1,601.95	\$ 1,629.09	\$ 1,661.57	
	H \$ 15,000	\$ 15,000	\$ 16,626	\$ 17,739	\$ 18,891	\$ 19,474	\$ 19,740	\$ 20,024	\$ 20,364	\$ 20,770	
22	A \$ 31,200.00	\$ 31,200.00	\$ 35,209.98	\$ 37,604.22	\$ 40,066.68	\$ 41,305.37	\$ 41,915.12	\$ 42,518.48	\$ 43,177.26	\$ 44,038.59	
	B \$ 1,200.00	\$ 1,200.00	\$ 1,354.23	\$ 1,446.32	\$ 1,541.03	\$ 1,588.67	\$ 1,612.12	\$ 1,635.33	\$ 1,660.66	\$ 1,693.79	
	H \$ 15,000	\$ 15,000	\$ 16,928	\$ 18,079	\$ 19,263	\$ 19,858	\$ 20,152	\$ 20,442	\$ 20,758	\$ 21,172	
22A	A \$ 31,200.00	\$ 32,137.77	\$ 36,299.43	\$ 38,849.30	\$ 41,482.32	\$ 42,757.26	\$ 43,409.65	\$ 44,068.44	\$ 44,705.91	\$ 45,601.35	
	B \$ 1,200.00	\$ 1,236.07	\$ 1,396.13	\$ 1,494.20	\$ 1,595.47	\$ 1,644.51	\$ 1,669.60	\$ 1,694.94	\$ 1,719.46	\$ 1,753.90	
	H \$ 15,000	\$ 15,451	\$ 17,452	\$ 18,678	\$ 19,943	\$ 20,556	\$ 20,870	\$ 21,187	\$ 21,493	\$ 21,924	
22B	A \$ 31,200.00	\$ 33,284.78	\$ 37,708.68	\$ 40,465.36	\$ 43,303.05	\$ 44,644.08	\$ 45,356.17	\$ 46,059.73	\$ 46,886.54	\$ 47,622.48	
	B \$ 1,200.00	\$ 1,280.18	\$ 1,450.33	\$ 1,556.36	\$ 1,665.50	\$ 1,717.08	\$ 1,744.47	\$ 1,771.53	\$ 1,795.64	\$ 1,831.63	
	H \$ 15,000	\$ 16,002	\$ 18,129	\$ 19,453	\$ 20,819	\$ 21,464	\$ 21,806	\$ 22,144	\$ 22,445	\$ 22,895	
23	A \$ 32,504.47	\$ 34,489.36	\$ 39,190.42	\$ 42,160.30	\$ 45,234.64	\$ 46,635.37	\$ 47,398.62	\$ 48,170.41	\$ 48,784.42	\$ 49,758.75	
	B \$ 1,250.17	\$ 1,326.51	\$ 1,507.32	\$ 1,621.55	\$ 1,739.79	\$ 1,793.67	\$ 1,823.02	\$ 1,852.71	\$ 1,876.32	\$ 1,913.80	
	H \$ 15,627	\$ 16,581	\$ 18,842	\$ 20,269	\$ 21,747	\$ 22,421	\$ 22,788	\$ 23,159	\$ 23,454	\$ 23,922	

Appendix A
Compensation Schedule

City of Flint - Local 1600 Wage Scales										
Wage Scale	1st 6 Months	2nd 6 Months	2nd Year	3rd Year	4th Year	5th Year	11th thru 15th Year	16th thru 20th Year	21st thru 24th Year	25th Year and Over
24	A \$ 33,176.05	\$ 35,205.72	\$ 40,053.88	\$ 43,123.96	\$ 46,292.12	\$ 47,722.69	\$ 48,513.66	\$ 49,323.82	\$ 49,858.95	\$ 50,854.60
	B \$ 1,276.00	\$ 1,354.07	\$ 1,540.53	\$ 1,658.61	\$ 1,780.47	\$ 1,835.49	\$ 1,865.91	\$ 1,897.07	\$ 1,917.65	\$ 1,955.95
	H \$ 15.950	\$ 16.926	\$ 19.257	\$ 20.733	\$ 22.256	\$ 22.944	\$ 23.324	\$ 23.713	\$ 23.971	\$ 24.449
25	A \$ 33,843.37	\$ 35,924.20	\$ 40,925.87	\$ 44,081.23	\$ 47,360.23	\$ 48,824.93	\$ 49,615.90	\$ 50,455.91	\$ 50,946.27	\$ 51,965.37
	B \$ 1,301.67	\$ 1,381.70	\$ 1,574.07	\$ 1,695.43	\$ 1,821.55	\$ 1,877.88	\$ 1,908.30	\$ 1,940.61	\$ 1,959.47	\$ 1,998.67
	H \$ 16.271	\$ 17.271	\$ 19.676	\$ 21.193	\$ 22.769	\$ 23.474	\$ 23.854	\$ 24.258	\$ 24.493	\$ 24.983
26	A \$ 34,537.59	\$ 36,702.38	\$ 41,861.82	\$ 45,128.04	\$ 48,517.92	\$ 50,014.59	\$ 50,831.14	\$ 51,688.21	\$ 52,121.00	\$ 53,161.42
	B \$ 1,329.14	\$ 1,411.63	\$ 1,610.07	\$ 1,735.69	\$ 1,866.07	\$ 1,923.64	\$ 1,955.04	\$ 1,988.01	\$ 2,004.65	\$ 2,044.67
	H \$ 16.614	\$ 17.645	\$ 20.126	\$ 21.696	\$ 23.326	\$ 24.045	\$ 24.438	\$ 24.850	\$ 25.038	\$ 25.558
27	A \$ 35,273.94	\$ 37,480.56	\$ 42,797.77	\$ 46,164.20	\$ 49,660.68	\$ 51,202.11	\$ 52,050.65	\$ 52,958.88	\$ 53,319.19	\$ 54,385.19
	B \$ 1,356.69	\$ 1,441.56	\$ 1,646.07	\$ 1,775.55	\$ 1,910.03	\$ 1,969.31	\$ 2,001.95	\$ 2,036.88	\$ 2,050.74	\$ 2,091.74
	H \$ 16.959	\$ 18.020	\$ 20.576	\$ 22.194	\$ 23.875	\$ 24.616	\$ 25.024	\$ 25.461	\$ 25.634	\$ 26.147
28	A \$ 42,328.73	\$ 43,443.76	\$ 47,967.87	\$ 50,095.60	\$ 52,225.47	\$ 53,091.06	\$ 54,018.48	\$ 54,385.19	\$ 55,474.64	
	B \$ 1,628.03	\$ 1,670.91	\$ 1,844.92	\$ 1,926.75	\$ 2,008.67	\$ 2,041.96	\$ 2,077.63	\$ 2,091.74	\$ 2,133.64	
	H \$ 20.350	\$ 20.886	\$ 23.061	\$ 24.084	\$ 25.108	\$ 25.525	\$ 25.970	\$ 26.147	\$ 26.671	
29	A \$ 43,173.00	\$ 44,309.36	\$ 48,929.40	\$ 51,097.64	\$ 53,265.89	\$ 54,154.93	\$ 55,085.14	\$ 55,474.64	\$ 56,581.15	
	B \$ 1,660.50	\$ 1,704.21	\$ 1,881.90	\$ 1,965.29	\$ 2,048.69	\$ 2,082.88	\$ 2,119.04	\$ 2,133.64	\$ 2,176.20	
	H \$ 20.756	\$ 21.303	\$ 23.524	\$ 24.566	\$ 25.609	\$ 26.036	\$ 26.488	\$ 26.671	\$ 27.202	
30	A \$ 44,034.33	\$ 45,194.14	\$ 49,910.12	\$ 52,118.87	\$ 54,334.02	\$ 55,235.86	\$ 56,195.26	\$ 56,581.15	\$ 57,713.24	
	B \$ 1,693.63	\$ 1,738.24	\$ 1,919.62	\$ 2,004.57	\$ 2,089.77	\$ 2,124.46	\$ 2,161.36	\$ 2,176.20	\$ 2,219.74	
	H \$ 21.170	\$ 21.728	\$ 23.995	\$ 25.057	\$ 26.122	\$ 26.556	\$ 27.017	\$ 27.202	\$ 27.747	
31	A \$ 44,921.24	\$ 46,100.24	\$ 50,905.76	\$ 53,159.29	\$ 55,423.47	\$ 56,340.23	\$ 57,320.95	\$ 57,711.11	\$ 58,866.65	
	B \$ 1,727.74	\$ 1,773.09	\$ 1,957.91	\$ 2,044.59	\$ 2,131.67	\$ 2,166.93	\$ 2,204.65	\$ 2,219.66	\$ 2,264.10	
	H \$ 21.597	\$ 22.164	\$ 24.474	\$ 25.557	\$ 26.646	\$ 27.087	\$ 27.558	\$ 27.746	\$ 28.301	
32	A \$ 45,818.81	\$ 47,021.26	\$ 51,924.86	\$ 54,221.02	\$ 56,527.85	\$ 57,465.93	\$ 58,470.10	\$ 58,864.52	\$ 60,045.52	
	B \$ 1,762.26	\$ 1,808.51	\$ 1,997.11	\$ 2,085.42	\$ 2,174.15	\$ 2,210.23	\$ 2,248.85	\$ 2,264.02	\$ 2,309.37	
	H \$ 22.028	\$ 22.606	\$ 24.964	\$ 26.068	\$ 27.177	\$ 27.628	\$ 28.111	\$ 28.300	\$ 28.867	

Appendix A
Compensation Schedule

City of Flint - Local 1600 Wage Scales											
Wage Scale	1st 6 Months	2nd 6 Months	2nd Year	3rd Year	4th Year	5th Year	11th thru 15th Year	16th thru 20th Year	21st thru 24th Year	25th Year and Over	
33	A \$ 46,731.31	\$ 47,961.47	\$ 52,963.14	\$ 55,312.61	\$ 57,659.94	\$ 58,615.08	\$ 59,640.57	\$ 60,043.52	\$ 61,243.83		
	B \$ 1,797.36	\$ 1,844.67	\$ 2,037.04	\$ 2,127.41	\$ 2,217.69	\$ 2,254.43	\$ 2,293.87	\$ 2,309.37	\$ 2,355.53		
	H \$ 22,467	\$ 23,058	\$ 25,463	\$ 26,593	\$ 27,721	\$ 28,180	\$ 28,673	\$ 28,867	\$ 29,444		
34	A \$ 47,671.52	\$ 48,918.74	\$ 54,022.75	\$ 56,414.85	\$ 58,815.48	\$ 59,787.68	\$ 60,830.22	\$ 61,243.83	\$ 62,474.00		
	B \$ 1,833.52	\$ 1,881.49	\$ 2,077.80	\$ 2,169.80	\$ 2,262.13	\$ 2,299.53	\$ 2,339.62	\$ 2,355.53	\$ 2,402.85		
	H \$ 22,919	\$ 23,519	\$ 25,972	\$ 27,123	\$ 28,277	\$ 28,744	\$ 29,245	\$ 29,444	\$ 30,036		
35	A \$ 48,624.52	\$ 49,897.33	\$ 55,101.54	\$ 57,544.81	\$ 59,990.22	\$ 60,985.86	\$ 62,045.46	\$ 62,471.86	\$ 63,723.35		
	B \$ 1,870.17	\$ 1,919.13	\$ 2,119.29	\$ 2,213.26	\$ 2,307.32	\$ 2,345.61	\$ 2,386.36	\$ 2,402.76	\$ 2,450.90		
	H \$ 23,377	\$ 23,989	\$ 26,491	\$ 27,666	\$ 28,841	\$ 29,320	\$ 29,830	\$ 30,035	\$ 30,636		
36	A \$ 49,596.72	\$ 50,899.37	\$ 56,203.78	\$ 58,698.22	\$ 61,188.40	\$ 62,203.23	\$ 63,288.42	\$ 63,721.22	\$ 64,996.15		
	B \$ 1,907.57	\$ 1,957.67	\$ 2,161.68	\$ 2,257.62	\$ 2,353.40	\$ 2,392.43	\$ 2,434.17	\$ 2,450.82	\$ 2,499.85		
	H \$ 23,845	\$ 24,471	\$ 27,021	\$ 28,220	\$ 29,418	\$ 29,905	\$ 30,427	\$ 30,635	\$ 31,248		
37	A \$ 50,588.10	\$ 51,918.46	\$ 57,329.48	\$ 59,870.82	\$ 62,412.17	\$ 63,446.19	\$ 64,554.83	\$ 64,996.15	\$ 66,296.67		
	B \$ 1,945.70	\$ 1,996.86	\$ 2,204.98	\$ 2,302.72	\$ 2,400.47	\$ 2,440.24	\$ 2,482.88	\$ 2,499.85	\$ 2,549.87		
	H \$ 24,321	\$ 24,961	\$ 27,562	\$ 28,784	\$ 30,006	\$ 30,503	\$ 31,036	\$ 31,248	\$ 31,873		
38	A \$ 51,598.66	\$ 52,956.75	\$ 58,476.50	\$ 61,066.88	\$ 63,661.52	\$ 64,714.73	\$ 65,844.69	\$ 66,294.54	\$ 67,622.78		
	B \$ 1,984.56	\$ 2,036.80	\$ 2,249.10	\$ 2,348.73	\$ 2,448.52	\$ 2,489.03	\$ 2,532.49	\$ 2,549.79	\$ 2,600.88		
	H \$ 24,807	\$ 25,460	\$ 28,114	\$ 29,359	\$ 30,607	\$ 31,113	\$ 31,656	\$ 31,872	\$ 32,511		
39	A \$ 52,630.55	\$ 54,016.35	\$ 59,646.96	\$ 62,288.51	\$ 64,936.46	\$ 66,010.98	\$ 67,155.87	\$ 67,622.78	\$ 68,974.46		
	B \$ 2,024.25	\$ 2,077.55	\$ 2,294.11	\$ 2,395.71	\$ 2,497.56	\$ 2,538.88	\$ 2,582.92	\$ 2,600.88	\$ 2,652.86		
	H \$ 25,303	\$ 25,969	\$ 28,676	\$ 29,946	\$ 31,219	\$ 31,736	\$ 32,286	\$ 32,511	\$ 33,161		
40	A \$ 53,681.63	\$ 55,095.14	\$ 60,836.62	\$ 63,533.60	\$ 66,232.71	\$ 67,330.69	\$ 68,499.03	\$ 68,974.46	\$ 70,353.87		
	B \$ 2,064.68	\$ 2,119.04	\$ 2,339.87	\$ 2,443.60	\$ 2,547.41	\$ 2,589.04	\$ 2,634.58	\$ 2,652.86	\$ 2,705.92		
	H \$ 25,808	\$ 26,488	\$ 29,248	\$ 30,545	\$ 31,843	\$ 32,371	\$ 32,932	\$ 33,161	\$ 33,824		
41	A \$ 54,756.16	\$ 56,195.26	\$ 62,053.99	\$ 64,802.14	\$ 67,556.68	\$ 68,678.12	\$ 69,874.17	\$ 70,351.74	\$ 71,760.99		
	B \$ 2,106.01	\$ 2,161.36	\$ 2,386.69	\$ 2,492.39	\$ 2,598.33	\$ 2,641.47	\$ 2,687.47	\$ 2,705.84	\$ 2,760.04		
	H \$ 26,325	\$ 27,017	\$ 29,834	\$ 31,155	\$ 32,479	\$ 33,018	\$ 33,593	\$ 33,823	\$ 34,500		

Appendix A
Compensation Schedule

City of Flint - Local 1600 Wage Scales											
Wage Scale	1st 6 Months	2nd 6 Months	2nd Year	3rd Year	4th Year	5th Year	11th thru 15th Year	16th thru 20th Year	21st thru 24th Year	25th Year and Over	
42	A \$ 55,852.00	\$ 57,320.95	\$ 63,294.82	\$ 66,100.33	\$ 68,910.50	\$ 70,033.26	\$ 71,268.50	\$ 71,760.99	\$ 73,195.82		
	B \$ 2,148.15	\$ 2,204.65	\$ 2,434.42	\$ 2,542.33	\$ 2,650.40	\$ 2,694.36	\$ 2,741.10	\$ 2,760.04	\$ 2,815.22		
	H \$ 26,832	\$ 27,528	\$ 30,430	\$ 31,779	\$ 33,130	\$ 33,679	\$ 34,264	\$ 34,500	\$ 35,190		
43	A \$ 56,969.17	\$ 58,470.10	\$ 64,561.22	\$ 67,422.37	\$ 70,289.91	\$ 71,456.11	\$ 72,696.94	\$ 73,195.82	\$ 74,658.38		
	B \$ 2,191.12	\$ 2,248.85	\$ 2,483.12	\$ 2,593.17	\$ 2,703.46	\$ 2,748.31	\$ 2,796.04	\$ 2,815.22	\$ 2,871.48		
	H \$ 27,389	\$ 28,111	\$ 31,039	\$ 32,415	\$ 33,793	\$ 34,354	\$ 34,950	\$ 35,190	\$ 35,893		
44	A \$ 58,107.66	\$ 59,638.44	\$ 65,851.08	\$ 68,771.92	\$ 71,692.76	\$ 72,880.29	\$ 74,148.83	\$ 74,658.38	\$ 76,150.78		
	B \$ 2,234.91	\$ 2,293.79	\$ 2,532.73	\$ 2,643.07	\$ 2,757.41	\$ 2,803.09	\$ 2,851.88	\$ 2,871.48	\$ 2,928.88		
	H \$ 27,936	\$ 28,672	\$ 31,659	\$ 33,063	\$ 34,468	\$ 35,039	\$ 35,648	\$ 35,893	\$ 36,611		
45	A \$ 59,271.73	\$ 60,828.09	\$ 67,168.66	\$ 70,149.20	\$ 73,127.60	\$ 74,336.44	\$ 75,628.44	\$ 76,150.78	\$ 77,675.16		
	B \$ 2,279.68	\$ 2,339.54	\$ 2,583.41	\$ 2,698.05	\$ 2,812.60	\$ 2,859.09	\$ 2,908.79	\$ 2,928.88	\$ 2,987.51		
	H \$ 28,496	\$ 29,244	\$ 32,293	\$ 33,726	\$ 35,158	\$ 35,739	\$ 36,360	\$ 36,611	\$ 37,344		

220145.1

ORDINANCE NO. _____

A Proposed ordinance to amend Chapter 50 of the Code of the City of Flint has been requested by Deda Juncevic (PC 22-3) for a rezoning change for the property at 4811 Fenton Rd. (Parcel ID# 41-30-302-004) from D-3 Community Business to D-5 Metropolitan Commercial Service.

The Planning Commission recommends **DENIAL** of a Zoning Ordinance map amendment concerning this property located in WARD 9.

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

Sec. 1. That the code of the City of Flint is hereby amended to change the District boundaries or regulations established in Chapter 50 thereof, specifically allowing under 50-4 a zoning map amendment, as follows:

4811 Fenton Rd. Flint, MI 48507 parcel #41-30-302-004 legally described as PART OF SW FRAC 1/4 OF SEC 30, T7N R7E DESC AS: BEG AT THE INTERSEC OF E LINE OF FENTON RD WITH THE N LINE OF VAC CARMAN ST; TH ALG SD E LINE N 0 DEG 31' 19" E, 388.75 FT; TH S 89 DEG 28' 41" E, 130 FT; TH N 0 DEG 31' 19" E, 235 FT; TH N 89 DEG 38' 41" W, 130 FT TO SD E LINE OF FENTON RD; TH ALG SD E LINE, 465.76 FT; TH S 89 DEG 9' 27" E, 150 FT; TH N 0 DEG 31' 19" E, 151.27 FT TO S LINE OF HEMPHILL RD; TH ALG SD S LINE THE FOLL FOUR (4) COURSES: 163.40 FT ALG AN ARC OF A CURVE TO THE LEFT, HAVING A RAD 771.10 FT AND A CHORD BEARING N 81 DEG 22' 08" E, 163.09 FT; TH N 75 DEG 17' 08" E, 4.88 FT; TH 174.70 FT ALG AN ARC OF A CURVE TO THE RIGHT, HAVING A RAD OF 664.93 FT AND A CHORD

BEARING N 83 DEG 3' 8" E, 174.20 FT AND S 89 DEG 10' 52" E 111.83 FT TO ELY LINE OF W 1/2 OF NW 1/4 OF SW FRAC'L 1/4 OF SD SEC 30; TH ALG SD ELY LINE S 0 DEG 6' 3" W, 1283.35 FT TO EXT OF E LINE OF OUTLOT B OF BURTON GARDENS SUBDIVISION; TH ALG SD EXT S 01 DEG 32' 44" W, 283.81 FT; TH S 89 DEG 39' 33" W, 313.62 FT; TH N 0 DEG 20' 27" W, 155.84 FT; TH N 89 DEG 28' 41" W, 288.71 FT TO E LINE OF FENTON RD; TH ALG SD E LINE N 0 DEG 31' 19" E 126.75 FT TO POB CON'T 19.226 AC +/-from "D-3" Community Business and future zoned "CC" City Corridor to "D-5" Metropolitan Commercial Service.

Sec. 2. This ordinance shall take effect on the ___ day of _____, 2022 A.D.

Approved this ___ day of _____, 2022 A.D.

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:

William Kim, Acting Chief Legal Officer



CITY OF FLINT

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

BUDGET YEAR 2

BUDGET YEAR 3

OTHER IMPLICATIONS *(i.e., collective bargaining)*: none

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

DEPARTMENT HEAD SIGNATURE: Suzanne Wilcox, Director, Dept. of Planning and Development
(PLEASE TYPE NAME, TITLE)



CITY OF FLINT

FLINT PLANNING COMMISSION
ROBERT WESLEY, CHAIRMAN

STAFF REPORT (22-3)

DATE: March 18, 2022

TO: City of Flint Planning Commission

STAFF REPORT BY: Bill Vandercook, Zoning Coordinator

ADMINISTRATIVE DEPT: Department of Planning and Development

SUBJECT: 22-3, Deda Juncevic/Flint Plaza LLC, Rezoning from D-3 to D-5

LOCATION: 4811 Fenton Rd. (41-30-302-004)

AFFECTED WARD: Subject site is located in Ward 9.

PERTINENT SECTION OF THE ORDINANCE: D-3 Permitted and Special Land Uses (50-47 & 50-48); D-5 Permitted and Special Land Uses (50-58 & 50-59) Planning Commission Action for Amendments (50-151).

EXISTING LAND USE PATTERNS:

North-Commercial
East- Multi-Family (Burton)
South-Residential/Commercial (Burton)
West-Residential (Flint Township)

EXISTING ZONING PATTERNS:

Subject Property – D-3

North- D-3 & D-1
East- N/A (Burton)
South- N/A (Burton)
West- N/A (Burton)

BACKGROUND

The property had several complaints for blight issues in 2015-2018, but there have not been any complaints or issues since according to city records. All the blight violations on record have been addressed and the complaint has been closed out. The South Flint Plaza is identified as the City Corridor Placetype in the Master Plan.

APPLICANT REQUEST:

The applicant is requesting a rezoning from the D-3 zoning district to the D-5 zoning district to provide for a wider range of allowable uses on the property including "contractor condos", which are typically small spaces for use by small contractors (plumbing, HVAC, minor home repair and remodel, etc.). The applicant indicated that due to a decreased demand for retail space, there was a need for a larger range of allowable uses.

The D-5 district permits any use in the D-3 District as well as:

- **D-4 district uses**, which include office buildings, printing, light manufacturing, residential uses of any kind provided that such use does not occupy the ground floor, clubs and lodges.
- **C-2 district uses**, which include multifamily housing and institutional uses by-right, and hotels, offices, clinics, funeral homes, and mobile home parks as conditional land uses.
- **D-5 district uses**, which include automotive service and repair, rental, and sales; manufacturing, provided such use shall not occupy any ground floor street frontage, schools, wholesale and warehouses, laboratories, and studios.
- **Group B Special Regulated Uses**, which include pawnshops, liquor stores, and tattoo parlors.

The Commercial Corridor Placetype Land Use is described in the Master Plan as:

City Corridors can host a range of commercial uses of varying types and intensities, including commercial uses that serve and draw customers from a larger region, including grocery stores and large format retailers. Smaller commercial can also be located along the City Corridor, as standalone uses, in mixed retail centers, or as outlots of larger centers. Mixed use development, consisting of multi-family uses above ground floor commercial uses, can be suitable for the City Corridors. While better suited for other place types, institutional uses may also be appropriate.

This parcel is zoned CC in the draft zoning ordinance. The draft ordinance states:

The CC City Corridor district is intended to accommodate a wide range of commercial and institutional uses strung along Flint's major roadways. Retail, service, and employment are the primary uses with structures oriented toward the roadway. Development may be auto-oriented in nature, but with amenities such as sidewalks, benches, pedestrian-scale lighting, and landscaping that make it easy for residents and visitors to traverse the corridor. Multi-family residential and mixed-use development with residential on the upper floors is also permitted. Duplexes and attached single-family residential development such as rowhomes are allowed as a special land use where they will serve as a transition between City Corridor and a lower density residential district.

STAFF COMMENTS

Current D-5 zoning surrounds Flint's Downtown and includes the areas along Saginaw St. and Martin Luther King Jr. Ave. North of the Flint River. Generally, D-5 zoning is not

in close proximity to residential uses and neighborhoods. Furthermore, the range of uses permitted in the D-5 district, particularly manufacturing and automotive uses, do not correspond to the Commercial Corridor Placetype designation in the Master Plan.

Based on the information provided, at this time we recommend denial of the rezoning request.

SUBMIT TO:

City of Flint
 Zoning Office
 1101 South Saginaw Street Rm. S105
 Flint, MI 48502
 810.766.7355
 Fax: 810.766.7249 www.cityofflint.com

For Office Use Only

Case No. PC 22-3

Date Rec'd 3-3-2022Meeting Date 3-22-2022**APPLICATION FOR FLINT PLANNING COMMISSION**

Concerning a request to amend, supplement, or change the district boundaries of regulations established in Chapter 50, commonly referred to as the Zoning Ordinance of the City of Flint.

Application Filing Fee due at time of submission. Fees are non-refundable.

*Reviewed by BV. on 3-3-2022
 CK. No. 52009 \$1002.00*

To be completed by applicant:

<u>Applicant/Agent</u>		<u>Property Owner (if different than Applicant)</u>	
Name <u>DEDA Tuncevic</u>		Name <u>Flint Plaza LLC</u>	
Address <u>379 E 2nd St.</u>		Address <u>53 Mory Brook Rd</u>	
<u>Imley City</u> <u>MI</u> <u>48444</u>		<u>Danbury</u> <u>CT</u> <u>06810</u>	
(City) (State) (Zip)		(City) (State) (Zip)	
Telephone <u>586-822-7440</u> Fax _____		Telephone _____ Fax _____	
Email <u>david@allcitiesrestoration.com</u>		Email _____	

Requested Action and Non-refundable Filing Fee:

- | | |
|--|--|
| <input type="checkbox"/> Street Name Change - \$1,002.00 | <input type="checkbox"/> Street/Alley Vacations - \$1,002.00 |
| <input checked="" type="checkbox"/> Rezoning - \$1,253.00 | <input type="checkbox"/> Conditional Use - \$1,002.00 |
| <input type="checkbox"/> Conditional Rezoning - \$1,002.00 | <input type="checkbox"/> Special Regulated Use - \$1,002.00 |

Information regarding the site:

Street Address 4811 Fenton Rd

Major Cross Streets Fenton & Hemphill

Parcel No. 41-30-302-004 Current Zoning District D-3

Current Use Commercial

Information regarding request:

Proposed Use Commercial Proposed Zoning District D-5

Explain Request (On Page 2)

Explain Request:

Today's Society does not support Business and Mercantile uses enough to fill nearly 300,000 square feet of building. In order to find enough occupants to fill this large building, we need to be able to attract different types of businesses, including those uses listed in D-4 and D-5 principal permitted uses possibly make some units into "contractor condos"

PROPERTY OWNER MUST ATTEND PLANNING COMMISSION MEETINGS OR BE REPRESENTED BY A PERSON WITH NOTORIZED LETTER OF REPRESENTATION TO ACT ON BEHALF OF OWNER.

I hereby affirm that the above information is correct to the best of my knowledge and grant permission for City Officials and/or City Staff to conduct an on-site inspection.

Signature of Property Owner

Print Name

3/02/2022
Date

Signature of Applicant

Print Name

3/02/2022
Date

----- For Office Use Only ----->

3-22-2022

Date Planning Commission Hearing is Scheduled

3-6-2022

Date notice of Planning Commission meeting published

3-4-2022

Date notice of Planning Commission meeting was mailed to property owners/occupants within 300ft of parcel

Planning Commission Decision:

☐ Approved

☒ Denied

☐ Approved as Amended

☐ Other: _____

Remarks:



CITY OF FLINT

FLINT PLANNING COMMISSION
ROBERT WESLEY, CHAIRMAN

March 23rd, 2022

Deda Juncevic
379 E. 2nd St.
Imlay City, MI 48444

RE: Planning Commission Public Hearing Action Notification

PC 22-3: Deda Juncevic requests a rezoning from D-3 to D-5 at 4811 Fenton Rd. (PID 41-30-302-004).

At its meeting on March 22nd, 2022, the Flint Planning Commission recommended Denial to City Council for the request for rezoning from D-3 to D-5 at 4811 Fenton Rd. based on the fact that the request is inconsistent with the surrounding area in terms of the D-5 principal permitted uses impact on the surrounding residential parcels.

If you have any questions, please contact the Planning & Zoning Office at (810) 766-7426 ext. 3060

Sincerely,

William Vandercook
Zoning Coordinator
City of Flint – Planning & Zoning Division
1101 S. Saginaw St. Rm. S105
P: 810.766.7426 x.3060