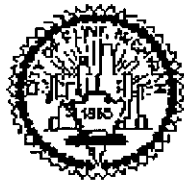


City of Flint, Michigan

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



Meeting Agenda - Final

Monday, July 23, 2018

5:30 PM

Council Chambers

CITY COUNCIL

*Herbert J. Winfrey, President, Ward 6
Monica Galloway, Vice President, Ward 7*

<i>Eric Mays, Ward 1</i>	<i>Maurice D. Davis, Ward 2</i>
<i>Santino J. Guerra, Ward 3</i>	<i>Kate Fields, Ward 4</i>
<i>Jerri Winfrey-Carter, Ward 5</i>	<i>Allan Griggs, Ward 8</i>
<i>Eva L. Worthing, Ward 9</i>	

Inez M. Brown, City 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.

REQUEST FOR CHANGES OR ADDITIONS TO AGENDA

Council shall vote to adopt any amended agenda.

PRESENTATION OF MINUTES

180370 Summary Minutes/Flint City Council/Regular Meeting/June 25, 2018

Summary Minutes of the Flint City Council regular meeting held Monday, June 25, 2018, at 6:35 p.m., in the City Council Chambers, 3rd Floor, City Hall.

PUBLIC HEARINGS

180284.6 Public Hearing/Proposed Project Plan Application//Drinking Water Revolving Fund Program for Construction of Water System Improvements

A public hearing regarding the proposed project plan application for a Michigan Department of Environmental Quality Drinking Water Revolving Fund (DWRP) for the purpose of receiving comments from interest persons.

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. 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.

PETITIONS AND UNOFFICIAL COMMUNICATIONS

- 180371** FY2019 Wholesale Water Schedule of Charges/Great Lakes Water Authority (GLWA)
- Communication dated June 25, 2018, re: Great Lakes Water Authority (GLWA) FY2019 Wholesale Water Schedule of Charges.
- 180372** Tax Abatement Information Request/Genesee Intermediate School District (GISD)
- Communication dated June 25, 2018, re: Genesee Intermediate School District is requesting assistance in obtaining tax abatement information for annual financial reporting purposes.

COMMUNICATIONS (From Mayor and Other City Officials)

- 180373** Traffic Engineering/Closure Permits
- Sidewalk, Lane and Street Closures permits (8) dated July 2018 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**

- 180288.1** Amended Resolution/Appointment/Local Officers Compensation Commission (LOCC)/Loyst Fletcher
- Amended resolution approving the appointment of Loyst Fletcher (3502 Hawthorne Drive, Flint, MI, 48503) to serve a seven-year term on the Local Officers Compensation Commission (LOCC), commencing June 28, 2018, and expiring June 28, 2025, as recommended by Mayor Karen W. Weaver. [By way of background, Mr. Fletcher is filling a vacancy.] [NOTE: Resolution amended to correct the term of office.]
- 180289.1** Amended Resolution/Appointment/Local Officers Compensation Commission (LOCC)/George Hamo
- Amended resolution approving the appointment of George Hamo (2750 Westwood Parkway, Flint, MI, 48503) to serve a seven-year term on the Local Officers Compensation Commission (LOCC), commencing June 28, 2018, and expiring June 28, 2025, as recommended by Mayor Karen W. Weaver. [By way of background, Mr. Hamo is filling a vacancy.] [NOTE: Resolution amended to correct the term of office.]

- 180291.1** Amended Resolution/Appointment/Local Officers Compensation Commission (LOCC)/Chia Morgan

Amended resolution approving the appointment of Chia Morgan (2332 Monteith Street, Flint, MI, 48504) to serve a seven-year term on the Local Officers Compensation Commission (LOCC), commencing June 28, 2018, and expiring June 28, 2025, as recommended by Mayor Karen W. Weaver. [By way of background, Ms. Morgan is filling a vacancy.] [NOTE: Resolution amended to correct the term of office, correct the board/commission, and to correct Ms. Morgan's address.]

APPOINTMENTS (May Be Referred from Special Affairs)

- 180374** Appointment/Local Officers Compensation Commission (LOCC)/Karen Lopez

Resolution approving the appointment of Karen Lopez (1703 Crescent Drive, Flint, MI, 48503) to the Local Officers Compensation Commission (LOCC) for a seven-year term commencing June 28, 2018, and expiring June 28, 2025, as recommended by Mayor Karen W. Weaver.

- 180375** Reappointment/Flint District Library Board/Linda Pylypiw

Resolution approving the reappointment of Linda Pylypiw (1006 S. Franklin Street, Flint, MI, 48503) to the Flint District Library Board for a three-year term commencing October 1, 2017, and expiring September 30, 2021, as recommended by Mayor Karen W. Weaver. [NOTE: Ms. Pylypiw's previous term expired on September 30, 2017, although she continued to serve.]

RESOLUTIONS

- 180284.2** Approval/Proposed Project Plan Application/Michigan Department of Environmental Quality/Drinking Water Revolving Fund

Resolution resolving that the Flint City Council approves the proposed project plan application for the Michigan Department of Environmental Quality Drinking Water Revolving Fund.

- 180358** Continued Employment/Utilities Department/Facilities Technical Consultant/Steven Hauger

Resolution resolving that the proper city officials authorize a resolution for the (continued) employment of Steven Hauger under the terms and conditions of the attached agreement, with a term that shall expire on June 30, 2020. Mr. Hauger will be paid an hourly compensation of \$35.00, and not more than \$35,000 annually, with no fringe benefits. His salary shall be drawn from appropriated funds from Sewer Fund Wages & Salaries Fund Acct. No. 590-550.202-702.000, with statutory taxes being withheld as required by law. [NOTE: Agreement is attached.] [NOTE: Mr. Hauger, who has been employed by the City of Flint in the capacity of Water Pollution Control Facilities

Technical Consultant, is employed at the will of the Director of Public Works.

180359 Employment/Water Pollution Control Division/Inventory Control
Consultant/Martin Frelich

Resolution resolving that the proper city officials authorize a resolution for the employment of Martin Frelich under the terms and conditions of the attached agreement, with a term that shall expire on June 30, 2020. Mr. Frelich will be paid an hourly compensation of \$35.00, and not more than \$35,000 annually, with no fringe benefits. His salary shall be drawn from appropriated funds from Sewer Fund Wages & Salaries Fund Acct. No. 590-550.202-702.000, with statutory taxes being withheld as required by law. [NOTE: Agreement is attached.] [NOTE: Mr. Frelich is being employed in the capacity of Water Pollution Control Facilities Inventory Control Consultant.]

180360 FY2019/Budget Amendment/Transfer of Funds/Purchasing

Resolution resolving that the FY2019 Budget of the City of Flint is hereby amended to move \$64,400 (FY2019 portion of the contract) from the wages and fringes accounts from the Purchasing Division General Fund Acct. No. 101-191.201-702.000 = \$60,000 and Acct. No. 101-191.201-719.100 = \$4,400.00 to General Fund Professional Services Acct. No. 101-191.201-801.000. [NOTE: Recent departures by two long-time Purchasing employees have left the department temporarily vacant, so the city hired a consultant to vet requisitions and help guide department heads and the Chief Financial Officer in making procurement decisions in lieu of a Purchasing Manager until that role can be filled.]

180361.1 Amended Resolution/Grant Application/Crim Fitness Foundation/Michigan
Department of Transportation/Safe Routes to School Grants/Neithercut
Elementary, Freeman Elementary, Pierce Elementary & Doyle/Ryder
Elementary

An amended resolution resolving that the city has authorized the Crim Fitness Foundation to act as agent on behalf of the City of Flint to request Safe Routes to School Funding, to act as the applicant's agent during the project development, and to sign a project agreement upon receipt of a funding award, subject to approval by the city, AND, resolving that the city commits to owning, operating, funding and implementing a maintenance program over the design life of the facilities constructed with Safe Routes to School funding, as requested by Transportation. [NOTE: Resolution amended to change "BY THE CITY COUNCIL" to "BY THE MAYOR".]

180363 Collective Bargaining Agreement/City of Flint/Flint Firefighters Union, Local
352

Resolution resolving that the Flint City Council approves the Collective Bargaining Agreement between the City of Flint and the Flint Firefighters Union, Local 352. [NOTE: Agreement is not attached.]

RESOLUTIONS (May Be Referred from Special Affairs)**180264.1** Amended Resolution/Contract/City of Flint/Genesee County Land Bank (GCLB)/Demolition Reimbursement/Fire Insurance

An amended resolution resolving that the appropriate City Officials do all things necessary to enter into a contract with the Genesee County Land Bank (GCLB), in the amount of \$263,321.78, to allow the GCLB to request reimbursement after demolishing properties they own for which there is fire insurance held by the City of Flint's Division of Building Safety and Inspections, with funds available in Acct. No. 701.000.000-389.000. [NOTE: Resolution amended to change dollar amount from \$602,084.98 to \$263,321.78, as well as property listing.]

180340.2 Submission/2018-19 Annual Action Plan of the Consolidated Plan

Resolution authorizing City Officials to approve the funding amounts and projects and authorize entering into contracts for the agencies noted for the City of Flint's FY2018-19 Community Development Block Grant (CDBG) Program, in the amount of \$3,872,807.00, FY2018-19 HOME Investment Partnership (HOME) Program, in the amount of \$909,367.00, and FY2018-19 Emergency Solutions Grant (ESG) Program, in the amount of \$320,815.00, and include any program income which might become available as a result of receipt of these funds.

180347.1 Amendment/Approval/Merit Review Scoring Rubric

Amended resolution resolving that, pursuant to 50-183(C)(4), the scoring rubric put forth by the appropriate city officials is hereby approved, AND, resolving that the appropriate city officials are hereby authorized to publish the attached scoring rubric, AND, resolving that the forty-five (45) day application period for licenses subject to the Medical Marihuana Facilities Opt-In Ordinance's caps shall begin on the next business day. [NOTE: On May 14, 2018, the City of Flint enacted the Medical Marihuana Facilities Opt-In Ordinance, 50-183. Pursuant to 50-183(C)(4), in order to seek the best candidates for medical marihuana facility licensure for the City of Flint, the city shall review and score and rank the applicants for marihuana facility licensure based upon their objective merits if the number of license applicants exceeds the number of licenses available. The total possible number of points for an individual application is 85. Once scored, the applications will be ranked from highest to lowest.] [NOTE: The Medical Marihuana Facility Application Scoring Rubric is attached.] [NOTE: Resolution/Rubric amended to include changes requested by Council members.]

180351 Amendment/FY2019 Master Fee Schedule

Resolution resolving that the attached Amended Master Fee Schedule be approved and implemented as outlined, attached hereto and made a part hereof, and kept on file with the City Clerk, AND, resolving that this amendment to the Master Fee Schedule replaces the Amended Master Fee

Schedule adopted on June 4, 2018, and supersedes all prior versions of the Master Fee Schedule as published internally, AND, resolving that the appropriate city officials be and are hereby authorized to do all things necessary to implement and collect the attached user fees, effective July 1, 2018. [NOTE: The new Master Fee Schedule redistributes meter fees for residential water and sewer "Readiness to Serve Charges," and allows the city to accept fees for micro-cell equipment.]

LIQUOR LICENSES

INTRODUCTION AND FIRST READING OF ORDINANCES

SECOND READING AND ENACTMENT OF ORDINANCES

None

FINAL COUNCIL COMMENTS

ADJOURNMENT



City of Flint, Michigan

Summary Meeting Minutes For

CITY COUNCIL

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

Herbert J. Winfrey, President, Ward 6
Monica Galloway, Vice President, Ward 7

Eric Mays, Ward 1 *Maurice D. Davis, Ward 2*
Santino J. Guerra, Ward 3 *Kate Fields, Ward 4*
Jerri Winfrey-Carter, Ward 5 *Allan Griggs, Ward 8*
Eva L. Worthing, Ward 9

Inez M. Brown, City Clerk

Monday, June 25, 2018

6:35 PM

Council Chambers

*

180331 Special Order/Presentation

A Special Order as requested by 7th Ward Councilperson Galloway to allow for a special presentation in recognition of Youth Voter Engagement Day.

180332 Special Order/Presentation

A Special Order as requested by 3rd Ward Councilperson Guerra to allow for a special presentation.

180285.4 Public Hearing/Ethics and Accountability Board

A Public Hearing regarding the Ethics and Accountability Board.

HEARING HELD

180318 Appointment/Ethics & Accountability Board/Joseph King

Resolution resolving that 2nd Ward Flint City Councilperson Maurice Davis hereby appoints Joseph King (2401 Lawndale Avenue, Flint, MI 48504) to the Ethics and Accountability Board for a four (4)-year term of office, commencing June 25, 2018, and expiring June 25, 2022.

A motion was made by Councilperson Davis, seconded by President Winfrey, that this matter be Approved. The motion carried by the following vote:

Aye: 8 - Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, President Winfrey, Vice President Galloway, Councilperson Griggs and Councilperson Worthing

Abstain: 1 - Councilperson Mays

180319 Appointment/Ethics & Accountability Board/Linda Boose

Resolution resolving that 3rd Ward Flint City Councilperson Santino J. Guerra hereby appoints Linda Boose (2803 Wilton Place, Flint, MI 48506) to the Ethics and Accountability Board for a six (6)-year term of office, commencing June 25, 2018, and expiring June 25, 2024.

A motion was made by Councilperson Guerra, seconded by Vice President Galloway, that this matter be Approved. The motion carried by the following vote:

Aye: 8 - Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, President Winfrey, Vice President Galloway, Councilperson Griggs and Councilperson Worthing

Abstain: 1 - Councilperson Mays

180320 Appointment/Ethics & Accountability Board/Nicholas R. D'Aigle

Resolution resolving that 4th Ward Flint City Councilperson Kate Fields hereby appoints Nicholas R. D'Aigle (3206 Wyoming Avenue, Flint, MI 48506) to the Ethics and Accountability Board for a two (2)-year term of office, commencing June 25, 2018, and expiring June 25, 2020.

A motion was made by Councilperson Fields, seconded by Councilperson Guerra, that this matter be Approved. The motion carried by the following vote:

Aye: 8 - Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, President Winfrey, Vice President Galloway, Councilperson Griggs and Councilperson Worthing

Abstain: 1 - Councilperson Mays

180321 Appointment/Ethics & Accountability Board/Andrietta Dicks

Resolution resolving that 5th Ward Flint City Councilperson Jerri Winfrey-Carter hereby appoints Andrietta Dicks (1528 Loyola Drive, Flint, MI 48503) to the Ethics and Accountability Board for a two (2)-year term of office, commencing June 25, 2018, and expiring June 25, 2020.

A motion was made by Councilperson Winfrey-Carter, seconded by Vice President Galloway, that this matter be Approved. The motion carried by the following vote:

Aye: 7 - Councilperson Davis, Councilperson Guerra, Councilperson Winfrey-Carter, President Winfrey, Vice President Galloway, Councilperson Griggs and Councilperson Worthing

Abstain: 1 - Councilperson Mays

Absent: 1 - Councilperson Fields

180322 Appointment/Ethics & Accountability Board/Delores Langston

Resolution resolving that 6th Ward Flint City Councilperson Herbert J. Winfrey hereby appoints Delores Langston (1433 Eldorado Drive, Flint, MI 48504) to the Ethics and Accountability Board for a four (4)-year term of office, commencing June 25, 2018, and expiring June 25, 2022.

Approved**180323** Appointment/Ethics & Accountability Board/Allen Gilbert

Resolution resolving that 7th Ward Flint City Councilperson Monica Galloway hereby appoints Allen Gilbert (1906 McPhail Street, Flint, MI 48503) to the Ethics and Accountability Board for a two (2)-year term of office, commencing June 25, 2018, and expiring June 25, 2020.

A motion was made by Vice President Galloway, seconded by Councilperson Worthing, that this matter be Approved. The motion carried by the following vote:

Aye: 8 - Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, President Winfrey, Vice President Galloway, Councilperson Griggs and Councilperson Worthing

Abstain: 1 - Councilperson Mays

180324 Appointment/Ethics & Accountability Board/John H. Daly III

Resolution resolving that 8th Ward Flint City Councilperson Allan Griggs hereby appoints John H. Daly III (2015 Crooked Lane, Flint, MI 48503) to the Ethics and Accountability Board for a four (4)-year term of office, commencing June 25, 2018, and expiring June 25, 2022.

A motion was made by Councilperson Griggs, seconded by Vice President Galloway, that this matter be Approved. The motion carried by the following vote:

Aye: 8 - Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, President Winfrey, Vice President Galloway, Councilperson Griggs and Councilperson Worthing

Abstain: 1 - Councilperson Mays

180325 Appointment/Ethics & Accountability Board/Eric Roebuck

Resolution resolving that 9th Ward Flint City Councilperson Eva L. Worthing hereby appoints Eric Roebuck (717 Campbell Street, Flint, MI 48507) to the Ethics and Accountability Board for a six (6)-year term of office, commencing June 25, 2018, and expiring June 25, 2024.

A motion was made by Councilperson Worthing, seconded by Councilperson Guerra, that this matter be Approved. The motion carried by the following vote:

Aye: 7 - Councilperson Davis, Councilperson Guerra, Councilperson Winfrey-Carter, President Winfrey, Vice President Galloway, Councilperson Griggs and Councilperson Worthing

Abstain: 1 - Councilperson Mays

Absent: 1 - Councilperson Fields

180288.1 Amended Resolution/Appointment/Local Officers Compensation Commission

(LOCC))/Loyst Fletcher

Amended resolution approving the appointment of Loyst Fletcher (3502 Hawthorne Drive, Flint, MI, 48503) to serve a seven-year term on the Local Officers Compensation Commission (LOCC), commencing June 28, 2018, and expiring June 28, 2025, as recommended by Mayor Karen W. Weaver. [By way of background, Mr. Fletcher is filling a vacancy.] [NOTE: Resolution amended to correct the term of office.]

180289.1 Amended Resolution/Appointment/Local Officers Compensation Commission (LOCC))/George Hamo

Amended resolution approving the appointment of George Hamo (2750 Westwood Parkway, Flint, MI, 48503) to serve a seven-year term on the Local Officers Compensation Commission (LOCC), commencing June 28, 2018, and expiring June 28, 2025, as recommended by Mayor Karen W. Weaver. [By way of background, Mr. Hamo is filling a vacancy.] [NOTE: Resolution amended to correct the term of office.]

180290.1 Amended Resolution/Appointment/Local Officers Compensation Commission (LOCC))/Tim Herman

Amended resolution approving the appointment of Tim Herman (1217 Kensington, Flint, MI, 48503) to serve a seven-year term on the Local Officers Compensation Commission (LOCC), commencing June 28, 2018, and expiring June 28, 2025, as recommended by Mayor Karen W. Weaver. [By way of background, Mr. Herman is filling a vacancy.] [NOTE: Resolution amended to correct the term of office.]

180291.1 Amended Resolution/Appointment/Local Officers Compensation Commission (LOCC))/Chia Morgan

Amended resolution approving the appointment of Chia Morgan (2332 Monteith Street, Flint, MI, 48504) to serve a seven-year term on the Local Officers Compensation Commission (LOCC), commencing June 28, 2018, and expiring June 28, 2025, as recommended by Mayor Karen W. Weaver. [By way of background, Ms. Morgan is filling a vacancy.] [NOTE: Resolution amended to correct the term of office, correct the board/commission, and to correct Ms. Morgan's address.]

180335 Appointment/Ethics and Accountability Board/Loyce Driskell

Resolution approving the appointment of Loyce Driskell (1916 Owen Street, Flint, MI, 48503) to the Ethics and Accountability Board for a two-year term commencing June 25, 2018, and expiring June 25, 2020, as recommended by Mayor Karen W. Weaver.

A motion was made by President Winfrey, seconded by Councilperson Davis, that this matter be Approved. The motion carried by the following vote:

Aye: 5 - Councilperson Davis, Councilperson Guerra, Councilperson Winfrey-Carter, President Winfrey and Vice President Galloway

Abstain: 1 - Councilperson Mays

Absent: 3 - Councilperson Fields, Councilperson Griggs and Councilperson Worthing

180336 Appointment/Ethics and Accountability Board/Art Evans

Resolution approving the appointment of Art Evans (1009 Maxine Street, Flint, MI, 48503) to the Ethics and Accountability Board for a six-year term commencing June 25, 2018, and expiring June 25, 2024, as recommended by Mayor Karen W. Weaver.

A motion was made by President Winfrey, seconded by Councilperson Davis, that this matter be Approved. The motion carried by the following vote:

Aye: 5 - Councilperson Davis, Councilperson Guerra, Councilperson Winfrey-Carter, President Winfrey and Vice President Galloway

Abstain: 1 - Councilperson Mays

Absent: 3 - Councilperson Fields, Councilperson Griggs and Councilperson Worthing

180337 Appointment/Board of Review/Quincy Murphy

Resolution approving the appointment of Quincy Murphy (322 E. Myrtle Avenue, Flint, Michigan, 48505 - Ward 3) to the Board of Review for a three-year term commencing June 25, 2018, and expiring June 25, 2021, as recommended by 3rd Ward Councilperson Santino J. Guerra.

A motion was made by President Winfrey, seconded by Councilperson Davis, that this matter be Approved. The motion carried by the following vote:

Aye: 5 - Councilperson Davis, Councilperson Guerra, Councilperson Winfrey-Carter, President Winfrey and Vice President Galloway

Abstain: 1 - Councilperson Mays

Absent: 3 - Councilperson Fields, Councilperson Griggs and Councilperson Worthing

180309 CO#1/Contract/LiquiForce Services (USA), Inc./Additional Storm and Sewer Relining

Resolution resolving that the proper city officials are authorized to enter into change order #1 to the contract with LiquiForce Services (USA), Inc. for an additional year of storm and sewer relining for the period ending June 30, 2019, as requested by Utilities/Water Service Center, in an amount NOT-TO-EXCEED \$2,500,000.00 (for an aggregate total of \$5,000,000.00), pending adoption of the FY2019 budget [Sewer Fund Acct. No. 590-540.300-801.000].

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

180310 Contract/Purchase Order/Ace-Saginaw Paving Co./Asphalt Paving Materials

Resolution resolving that the proper city officials, upon City Council's approval, are hereby authorized to process the necessary contract and purchase order to Ace-Saginaw Paving Co. for asphalt paving materials, as requested by various departments, in an amount NOT-TO-EXCEED \$424,400.00 (pending adoption of the FY2019 budget) [Major Street Fund Acct. No. 202-449.201-782.000 = \$55,000.00; Acct. No. 202-449.203-782.000 = \$16,500.00; and Acct. No. 202-449.211-782.000 = \$11,400.00; Local Street Fund Acct. No. 203-449.201-782.000 = \$255,000.00; Acct. No. 203-449.203-782.000 = \$10,500.00; and Acct. No. 203-449.211-782.000 = \$16,000.00; and Sewer Fund Acct. No. 590-540.208-782.000 = \$25,000.00; and Water Fund Acct. No. 591-540.202-782.000 = \$35,000.00.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

180311 FY2019/Annual Supply/Alexander Chemical/Chlorine/Sodium Hypochlorite

Resolution resolving that the Department of Purchases & Supplies, upon City Council's approval, is authorized to issue a purchase order to Alexander Chemical for (the annual supply of) Chlorine/Sodium Hypochlorite 12.5 percent NSF grade, as requested by the Water Plant, in an amount NOT-TO-EXCEED \$80,000.00 [Water Fund Acct. No. 591-545.200-740-500].

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

180312 Annual Supply/Brenntag Great Lakes/Phosphoric Acid

Resolution resolving that the Department of Purchases and Supplies is authorized to issue a purchase order to Brenntag Great Lakes for (the annual supply of) Phosphoric Acid 75 percent NSF grade, as requested by the Water Plant, in an amount NOT-TO-EXCEED \$85,000.00, pending adoption of the FY2019 budget [Water Fund Acct. No. 591-545.200-740.500].

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

180313 FY2018/Annual Supply/Brenntag Great Lakes/Sodium Hydroxide

Resolution authorizing the Department of Purchases & Supplies to issue a purchase order to Brenntag Great Lakes for (the annual supply of) Sodium Hydroxide 25 percent NSF grade, as requested by the Water Plant, in an amount NOT-TO-EXCEED \$160,000.00, pending adoption of the FY2019 budget [Water Fund Acct. No. 591-545.200-740.500].

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

180314 Rescission/Resolution No. 180213/Contract/Utility Services Associates/Water

Distribution Leak Detection Services

Resolution resolving that the proper city officials, upon appropriate authorization, are hereby authorized to do all things necessary to rescind Resolution No. 180213 to Utility Services Associates for water distribution leak detection services, as requested by the Water Service Center, in an amount NOT-TO-EXCEED \$151,528.00 [Water Fund Acct. No. 591-540.300-801.000]. [NOTE: According to the Staff Review, Utility Services Associates submitted a proposal to use satellite technology to detect water leaks. The satellite imagery has limitations, though, as it cannot detect running water in a vacant house. American Leak Detection uses a full acoustic leak detection system that can detect leaks in areas such as hydrants and valves. So they have been awarded the contract (see Resolution No. 180315).]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

180315 Contract/American Leak Detection, Inc./Water Distribution Leak Detection Services

Resolution resolving that the proper city officials, upon City Council's approval, are hereby authorized to enter into a contract with American Leak Detection, Inc. for water distribution leak detection services, as requested by Utilities, in an amount NOT-TO-EXCEED \$151,528.00 [Water Fund Acct. No. 591-540.300-801.000].

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

180316 Contract/Lake Agency, Inc./Excess Worker's Compensation Insurance

Resolution resolving that the appropriate city officials are authorized to enter into a contract with Lake Agency, Inc. to provide Excess Worker's Compensation Insurance coverage through Midwest Employers Insurance Co. at a premium cost amount NOT-TO-EXCEED \$85,089.00 for the period July 1, 2018, through June 30, 2019, with funding available in Self-Insurance Fund Acct. No. 677-174.851-955.000, as requested by Finance.

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

180317 FY2017-2018/Budget Amendments/Transfer of Funds

Resolution resolving that the appropriate city officials are authorized to do all things necessary to incorporate the attached changes into the budget, and to assign the appropriate account numbers, as requested by Finance. [NOTE: The FY2018 Budget of the City of Flint needs to be amended to reflect the following changes: Increase the city's General Fund by \$23,053.69 and decrease expenditures by \$236,470.87; recognize the payment by Michigan Truss in the Section 108 (295 Fund) increase in interest and principal revenue of \$1,081,717.60 and an increase in interest and principal expenditures of \$1,073.79.31; and recognize a reduction in revenue of \$374,859.64 and a

reduction in expenditures of \$292,630.64 in the 542 (Building and Safety Inspection) Fund.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

180264

Contract/City of Flint/Genesee County Land Bank (GCLB)/Demolition Reimbursement/Fire Insurance

Resolution resolving that the appropriate City Officials do all things necessary to enter into a contract with the Genesee County Land Bank (GCLB), in the amount of \$602,084.98, to allow GCLB to request reimbursement after demolishing properties they own for which there is fire insurance held by the City's Division of Building Safety and Inspections, with funds available in Acct. No. 701.000.000-389.000. [NOTE: BSI has identified said dollars in fire insurance funds held by the City. These funds can only be used to pay for the demolition cost of the property to which they are attached and cannot legally be used for any other purpose.]

180333

Amended Resolution/Approval of Commercial Rehabilitation Exemption Certificate Application/Flint City Council Resolution No. 170099.1/Flint Ferris Building LLC/Ferris Wheel Project

Resolution resolving that the Flint City Council approves and authorizes the amendment of Resolution No. 170099.1 to include the following provisions as required by the State of Michigan: (1) The application was approved for less than 10 years and the following -- a letter requesting an extension and reason why -- is necessary for consideration to extend the exemption period; and (2) A public hearing was held on the application as provided by Section 4(2) of the Public Act of 210, on March 27, 2017. In all other respects, Resolution No. 170099.1 remains unchanged and in full force and effect. [NOTE: Resolution No. 170009.1, approving the application for a Commercial Rehabilitation Exemption Certificate for Flint Ferris Building LLC's Ferris Wheel Project, was adopted by the Flint City Council on March 27, 2017, and by the Flint Receivership Transition Advisory Board (RTAB) on April 12, 2017. After submission to the State of Michigan for final approval, the City was notified of omitted provisions required to be included in the resolution.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

180334

Amended Resolution/Approval of Obsolete Property Rehabilitation Exemption Certificate Application/Flint City Council Resolution No. 170513.1/Uptown Redevelopment Corporation/Garden Hilton Hotel

Resolution resolving that the Flint City Council approves and authorizes the amendment of Resolution No. 170513.1 to include the following provisions as required by the State of Michigan: (1) The application was approved for less than 12 years and the following -- a letter requesting an extension and reason why -- is necessary for consideration to extend the exemption period; and (2) The City of Flint requires that rehabilitation of the facility shall be completed by

March 31, 2020. In all other respects, Resolution No. 170513.1 remains unchanged and in full force and effect. [NOTE: Resolution No. 170513.1, approving the application for an Obsolete Property Rehabilitation Exemption Certificate for Uptown Redevelopment Corporation's Garden Hilton Hotel Project, was adopted by the Flint City Council on October 23, 2017, and by the Flint Receivership Transition Advisory Board (RTAB) on November 11, 2017. After submission to the State of Michigan for final approval, the City was notified of omitted provisions required to be included in the resolution.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

180340.1 Amendment/Public Hearing Date/2018-19 Action Plan

Amended resolution resolving that the Department of Planning & Development, Division of Community and Economic Development, will hold a public hearing (at 5 p.m.) on July 18, 2018, for the purpose of allowing review of the Annual Action Plan and to receive public comment. [NOTE: The public hearing will be held in City Council Chambers, 1101 S. Saginaw Street, Flint.] [NOTE: Resolution amended to change time from 3 p.m. to 5 p.m.]

A motion was made by Councilperson Mays, seconded by Councilperson Guerra, that this matter be Adopted. The motion carried by the following vote:

Aye: 6 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Winfrey-Carter, President Winfrey and Vice President Galloway

Absent: 3 - Councilperson Fields, Councilperson Griggs and Councilperson Worthing

180341.1 Amendment/Adoption/FY2018-2019 and FY2019-2020 Biennial Budget

Amended resolution resolving that the FY2018-2019 and FY2019-2020 City of Flint Biennial Budget, as set forth in the Mayor's Proposed Budget dated April 2, 2018, incorporated by reference herein, is hereby adopted consistent with the Uniform Budgeting and Accounting Act (PA621); AND, resolving that the FY2018-2019 and FY2019-2020 City of Flint Biennial Budget is premised on the establishment of water and sewer rates by the Chief Financial Officer sufficient to generate the estimated revenue stated herein, and the adoption of the following tax levies, pursuant to State statute, for a total city level of 19.10 mills: General Operating, 7.50 mills; Public Improvement, 2.50 mills; Police, 2.00 mills; Public Transportation, .60 mills; Parks & Recreation, .50 mills; and Police and Fire, 6.00 mills; AND, resolving that the City Council adopts the FY2018-2019 and FY2019-2020 City of Flint Biennial Budget as follows: General Fund (101), Major Street Fund (202), Local Street Fund (203), Public Safety (205), Police Fund (207), Parks & Recreation Fund (208), Street Lighting (219), Garbage & Rubbish Fund (226), Revolving Loan Fund (246), Drug Law Enforcement Fund (265), Public Improvement Fund (402), Building Inspection Fund (542), Sewer Fund (590) and Water Fund (591); AND, resolving that the City Council hereby establishes the estimated revenue budgets for the funds listed above for the various city departments, divisions, boards, commissions and other activities as the FY2018-2019 and

FY2019-2020 City of Flint Biennial Budget; AND, resolving that those departments shall not incur any expenses in excess of the adopted mandatory accounts and the fund and departmental level without amending the budget, pursuant to the Flint City Charter, Section 7-104 and Ordinance 3855; AND, resolving that the Department of Finance shall provide monthly financial reports to the City Council by the 20th of each month for the immediately preceding month for discussion at each Finance Committee meeting. The reports will detail year-to-date revenues and expenditures compared to the budgeted amounts in the various line item funds of the City of Flint, and an accounting of pooled cash. [NOTE: Resolution amended to remove "as amended" in various places.]

A motion was made by Councilperson Mays, seconded by Councilperson Guerra, that this matter be Adopted. The motion carried by the following vote:

Aye: 6 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Winfrey-Carter, President Winfrey and Vice President Galloway

Absent: 3 - Councilperson Fields, Councilperson Griggs and Councilperson Worthing

180338 Raspberries Rhythm Cafe/Local Government Approval/Temporary Outdoor Service/WARD 5

Local Government Approval (Flint City Council) recommending a Temporary Authorization Application to the Michigan Liquor Control Commission requesting Temporary Outdoor Service for Raspberries Rhythm Cafe, 448 S. Saginaw Street, Flint, Michigan, 48505, Genesee County for the Flint Alley Fest to be held on July 14, 2018. [Applicant(s): Patricia Berry]

A motion was made by Councilperson Winfrey-Carter, seconded by Councilperson Guerra, that this matter be Approved. The motion carried by the following vote:

Aye: 6 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Winfrey-Carter, President Winfrey and Vice President Galloway

Absent: 3 - Councilperson Fields, Councilperson Griggs and Councilperson Worthing

180326 Amendment/Ordinance/Article VI/Chapter 35 (Personnel)/Section 35-112.10 (Adoption-Job Description & Qualifications)/City Attorney

An ordinance to amend the Flint City Code of Ordinances by adopting Article VI, Chapter 35 (Personnel); Section 35-112.10 (Adoption - Job Description and Qualifications), City Attorney.

A motion was made by Councilperson Mays, seconded by Councilperson Guerra, that this matter be ACKNOWLEDGED FOR FIRST READING for July 23, 2018. The motion carried by the following vote:

Aye: 6 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Winfrey-Carter, President Winfrey and Vice President Galloway

Absent: 3 - Councilperson Fields, Councilperson Griggs and Councilperson Worthing

180327 Amendment/Ordinance/Article VI/Chapter 35 (Personnel)/Section 35-112.12
(Adoption-Job Description & Qualifications)/Economic Development Director

An ordinance to amend the Flint City Code of Ordinances by adopting Article VI, Chapter 35 (Personnel); Section 35-112.12 (Adoption - Job Description and Qualifications), Economic Development Director.

A motion was made by Councilperson Mays, seconded by Councilperson Guerra, that this matter be ACKNOWLEDGED FOR FIRST READING for July 23, 2018. The motion carried by the following vote:

Aye: 6 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Winfrey-Carter, President Winfrey and Vice President Galloway

Absent: 3 - Councilperson Fields, Councilperson Griggs and Councilperson Worthing

180328 Amendment/Ordinance/Article VI/Chapter 35 (Personnel)/Section 35-112.13
(Adoption-Job Description & Qualifications)/Information Technology Director

An ordinance to amend the Flint City Code of Ordinances by adopting Article VI, Chapter 35 (Personnel); Section 35-112.13 (Adoption - Job Description and Qualifications), Information Technology Director.

A motion was made that this matter be ACKNOWLEDGED FOR FIRST READING for July 23, 2018. The motion carried by the following vote:

Aye: 6 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Winfrey-Carter, President Winfrey and Vice President Galloway

Absent: 3 - Councilperson Fields, Councilperson Griggs and Councilperson Worthing

180272 Referral/Update/Restoration

Referral by Councilperson Worthing to DPW, re: She would like to know the current status of restoration efforts. [Referral Action Date: 6/25/2018 @ City Council Meeting.]

REFERRED TO COMMITTEE to the FINANCE COMMITTEE

Referred for Response to the DEPARTMENT OF PUBLIC WORKS

180301 Referral/Deadline/Amendments to City Charter

Referral by Councilperson Mays to LEGAL, re: He would like a "drop dead deadline" for putting amendments to the recently adopted City Charter on the November 2018 ballot. [Referral Action Date: 6/25/2018 @ City Council Meeting.]

REFERRED TO COMMITTEE to the FINANCE COMMITTEE

Referred for Response to the CITY ATTORNEY

180302 Discussion Item/Budgetary Requirements/Ethics & Accountability Board

Referral by Councilperson Mays to FINANCE, re: He would like to add a discussion about budgetary requirements as they relate to the Ethics and Accountability Board on the Finance Committee Agenda. [Referral Action Date: 6/25/2018 @ City Council Meeting.]

REFERRED TO COMMITTEE to the FINANCE COMMITTEE

Referred for Response to the FINANCE DEPARTMENT

180303 Referral/Budget Figures/April, May, June 2018

Referral by Councilperson Galloway to FINANCE, re: She would like to see budget figures for the last three months of the last fiscal year in order to comply with the budget monitoring requirements set forth in the recently adopted City Charter. [Referral Action Date: 6/25/2018 @ City Council Meeting.]

REFERRED TO COMMITTEE to the FINANCE COMMITTEE

Referred for Response to the FINANCE DEPARTMENT

180288.1

RESOLUTION NO.: CA 710-2018

PRESENTED: 6-20-18

ADOPTED: _____

**RESOLUTION APPROVING THE APPOINTMENT OF LOYST FLETCHER TO THE
LOCAL OFFICERS COMPENSATION COMMISSION.**

BY THE MAYOR:

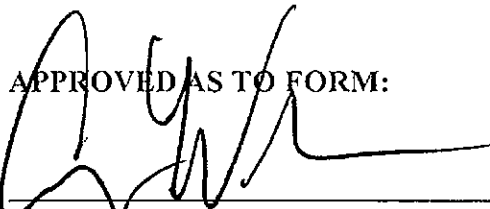
WHEREAS, The City of Flint established the Local Officers Compensation of the City of Flint (the "LOCC") under Act 279, Public Acts of Michigan, 1909, as amended and

ARTICLE III, Section 2-12, of the City of Flint Code of Ordinances provides that the LOCC shall consist of seven members who are registered electors of the city, and shall be appointed by the mayor subject to confirmation by a majority of the members elected and serving on the city council.

THE MAYOR, recommends the appointment of Loyst Fletcher (3502 Hawthorne Dr. Flint, MI 48503) serve a seven-year term on the Local Officers Compensation Commission to fill a vacancy, commencing June 28, 2018 and expiring June 28, 2025.

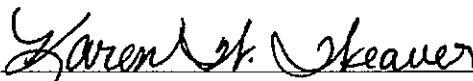
IT IS RESOLVED that the Mayor approves the recommendation and appointment of Loyst Fletcher (3502 Hawthorne Dr. Flint, MI 48503), to serve a seven-year term on the Local Officers Compensation Commission, commencing on June 28, 2018 and expiring June 28, 2025.

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

FOR THE CITY OF FLINT:



Dr. Karen W. Weaver, Mayor

APPROVED BY CITY COUNCIL:

Herbert Winfrey, City Council President

LOYST FLETCHER, JR.
Attorney at Law

3502 Hawthorne Drive, Flint, MI 48503 – Ph. (810) 235-5954
718 Beach Street, Flint, MI 48502 – Ph. (810) 238-4410

EDUCATION

Knoxville College – Knoxville, Tennessee
B.S. in Math (1970)

Minor in Chemistry, Physics

Graduate Work at University of Tennessee – Administrative Engineering & Urban Planning (1970-1971)

Cooley Law School – Lansing, Michigan
Juris Doctor – 1978

LEGAL EXPERIENCE

Private Practitioner – General Practice of Law

State of Michigan Bar Number – P29799

100% Owner of the Law Firm of Loyst Fletcher, Jr. & Associates – Established in 1982

Practice consists primarily of a General Corporate Practice, Commercial Litigation, Real Estate, Probate Estate and Personal Injury matters.

The Law Firm is primary counsel to a number of both small and large corporations and clients which include:

- A Tile Distributor with annual corporate sales of approximately \$25 Million;
- A Pet Food Distributor with annual corporate sales of approximately \$40 Million;
- Several manufacturing companies with annual sales from \$3 Million to \$100 Million;
- A Merger and Acquisition Company which buys and sells small manufacturing businesses in the furniture and glass industry.

The Law Firm also represents:

- The City of Flint;
- Michigan National Bank;
- Kmart Corporation;
- Various other corporations, partnerships, sole proprietorships, LLCs, etc.

Assistant City Attorney – City of Flint (1979 – 1981)

Duties included: Primarily to represent the interest of the City of Flint and its various departments relative to all real estate matters; including, but not limited to, Property Tax Appeals, handling all litigation before the Tax Tribunal, drafting and review of any and all documents regarding the purchase and/or sale of property, condemnation proceedings, and any and all litigation resulting from any real estate and/or commercial transactions involving the City of Flint. Additional duties included advising department heads, ordinance interpretation, research and writing of legal opinions.

TRIAL EXPERIENCE

- A. Over thirty (30) years of trial experience;
- B. Won verdicts and settled cases in excess of One Million (\$1,000,000.00) Dollars;
 - i. Eight Million (\$8,000,000.00) Dollars
 - ii. Seven Million (\$7,000,000.00) Dollars
 - iii. Three Million Five Hundred Thousand (\$3,500,000.00) Dollars
 - iv. One Million Five Hundred Thousand (\$1,500,000.00) Dollars

BAR MEMBERSHIP

State Bar of Michigan – Admitted 1979
Genesee County Bar Association
Wolverine Bar Association
American Bar Association
Trial Lawyers of America
Mallory, Scott & Van Dyne Black Bar Association (Past President)

CIVIL ACTIVITIES

Board Member of the Flint Bishop Airport Board
Board Member of Huntington Bank Advisory Board
Board Member of Flint Downtown Development Authority
Board Member of the Uptown Reinvestment Corporation
Former Board Member of the Flint Institute of Music

REFERENCES

Provided upon request.

180289.1

RESOLUTION NO.: CA 7112018

PRESENTED: 6-20-18

ADOPTED: _____

**RESOLUTION APPROVING THE APPOINTMENT OF GEORGE HAMO TO THE
LOCAL OFFICERS COMPENSATION COMMISSION.**

BY THE MAYOR:

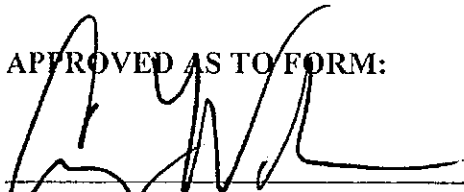
WHEREAS, The City of Flint established the Local Officers Compensation of the City of Flint (the "LOCC") under Act 279, Public Acts of Michigan, 1909, as amended and

ARTICLE III, Section 2-12, of the City of Flint Code of Ordinances provides that the LOCC shall consist of seven members who are registered electors of the city, and shall be appointed by the mayor subject to confirmation by a majority of the members elected and serving on the city council.

THE MAYOR, recommends the appointment of George Hamo (2750 Westwood Pkwy Flint, MI 48503) serve a seven-year term on the Local Officers Compensation Commission to fill a vacancy, commencing June 28, 2018 and expiring June 28, 2025.


IT IS RESOLVED that the Mayor approves the recommendation and appointment of George Hamo (2750 Westwood Pkwy Flint, MI 48503), to serve a seven-year term on the Local Officers Compensation Commission, commencing on June 28, 2018 and expiring June 28, 2025.

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

FOR THE CITY OF FLINT:



Dr. Karen W. Weaver, Mayor

APPROVED BY CITY COUNCIL:

Herbert Winfrey, City Council President

GEORGE HAMO

Hamo Law Firm

614 S. Grand Traverse St., Flint, MI 48502

Phone: 810-234-3667; Fax: 810-234-9057

ghamo@hamolaw.com

www.hamolaw.com

Licensed since 1981

Education: Thomas M. Cooley Law School (J.D.); Kalamazoo College (B.A.)

Practice Areas: Personal Injury & Wrongful Death

George Hamo founded the Hamo Law Firm. He brings over three decades of representing injured people for wrongful death for personal injuries, in pursuing proper compensation for his clients' losses. His office in Flint, Michigan, delivers thorough representation to people throughout the state who are struggling in the aftermath of injuries caused by the negligence of other parties. He accepts cases involving wrongful death, motor vehicle accidents, motorcycle accidents, commercial truck accidents, medical malpractice, premises liability, and dog bites.

As an attorney, he believes in giving his clients personal attention, which has resulted in his obtaining numerous multimillion-dollar settlements and jury awards throughout his career. Mr. Hamo is well prepared to negotiate settlements or litigate with insurance companies and other corporations or people who have caused harm to his clients. Clients and fellow attorneys routinely refer their families and friends to the Hamo Law Firm. That's the highest compliment any attorney can receive.

Bar/Professional Activity:

American Association of Justice, Member

Flint Trial Lawyers Association, Member

Genesee County Bar Association, Member

Michigan Association for Justice, Member

State Bar of Michigan, Negligence Section, Member

State Bar of Michigan, Member

American Bar Association, Member

American Bar Association, Torts and Insurance Practice Section, Member

Admitted to U.S. Federal Court, North Carolina, Pennsylvania, and Michigan

Selected to Super Lawyers: 2017 – 2018

Brain Injury Association, Member

Spinal Cord Injury Association, Member

Civil Justice Foundation, Charter Member

Pro bono/Community Service: Every year our firm consistently assists local community organizations.

180291.1

RESOLUTION NO.: _____

PRESENTED: 6-20-2018

ADOPTED: _____

**RESOLUTION APPROVING THE APPOINTMENT OF CHIA MORGAN TO THE
LOCAL OFFICERS COMPENSATION COMMISSION.**

BY THE MAYOR:

WHEREAS, The City of Flint established the Local Officers Compensation of the City of Flint (the "LOCC") under Act 279, Public Acts of Michigan, 1909, as amended and

ARTICLE III, Section 2-12, of the City of Flint Code of Ordinances provides that the LOCC shall consist of seven members who are registered electors of the city, and shall be appointed by the mayor subject to confirmation by a majority of the members elected and serving on the city council.

THE MAYOR, recommends the appointment of Chia Morgan (2332 Monteith St. Flint MI 48504) serve a seven –year term on the Local Officers Compensation Commission to fill a vacancy, commencing June 28, 2018 and expiring June 28, 2025.

IT IS RESOLVED that the Mayor approves the recommendation and appointment of Chia Morgan (2332 Monteith St. Flint, MI 48504), to serve a seven-year term on the Local Officers Compensation Commission, commencing on June 28, 2018 and expiring June 28, 2025.

APPROVED AS TO FORM:

FOR THE CITY OF FLINT:

Angela Wheeler, Chief Legal Officer

Dr. Karen W. Weaver, Mayor

APPROVED BY CITY COUNCIL:

Herbert Winfrey, City Council President

Chia Morgan, LLBSW

154 E. Alma | Flint, MI 48505
(810) 787-8040 | chiamorgan@gmail.com

Professional Summary:

Dedicated community liaison backed by ten years of successful community service and engagement. Adept at working with a wide variety of community demographics to create and distribute community resource lists, establish beneficial programs and work with other stakeholders to identify needed services for at-risk populations.

Core Qualifications:

- Demonstrates strong interpersonal and communication skills; able to work effectively with individuals and agencies across all levels
- Committed and accustomed to working with individuals of lower socio-economic status; capable of establishing rapport and making them comfortable and open for intervention
- Competent in developing relationships with external agencies to obtain a resource database to best meet the needs of service population

Work Experience:

State of Michigan
Flint, MI
11/2017- Present
Services Specialist

- Interview parents, relatives, neighbors, and other parties associated with the case
- Provide families with Genesee County Resources such as food, housing and Friend of the Court
- Create personalized reports inclusive of a safety assessment, risk assessment and family needs assessments
- Notify law enforcement on the need for joint investigations to establish child safety
- Prepare and file court petitions as well as notify the families of the scheduled court hearing

Hope Network New Passages
Flint, MI
9/2016- 11/2017
Case Manager

- Worked with consumers to provide access to community resources and their natural supports
- Met with consumers to provide face to face services as medically necessary according to their level of care
- Communicated with other service providers to ensure adequate services are being offered to the consumer
- Linked consumers to housing programs such as GHS housing, Section 8 and Transitional Housing

Vocational Independence Program
Flint, MI
11/2014-9/2016
Case Manager

- Assist consumers with maintaining a high quality life through advocating for their rights with AFC home staff, family care givers and /or legal guardians
- Ensure access to SSI/SSDI funds and medical insurance benefits by assisting with timely submission of verification documentation
- Review Medicare/Medicaid insurance eligibility and help families complete recertification information

Volunteer Experience:

Well of Hope

Flint, MI

09/2007-Present

Program Coordinator

- Create, plan and implement programs that will benefit disadvantaged families and individuals in the City of Flint
- Cultivate relationships with potential partners for the best interests of individuals serviced
- Assess the areas that are in most need of services and coordinate resource guides to benefit them
- Secure sponsorships, including in-kind donations to provide the highest quality programs and services
- Responsible for volunteer recruitment and supervision

Shelter of Flint

Flint, MI

08/2010- 05/2011

Case-Manager, Intern

- Conduct family and individual assessments to determine needed services
- Case-note after each instance of client contact and/or activity
- Assess clients ability and desire to participate in the Transitional Housing Program
- Conduct housing inspections in accordance with HUD guidelines
- Refer clients to partnering agencies for services such as counseling, prescription assistance and domestic violence support groups

Genesee County Health Department

Flint, MI

06/2008-08/2008

REACH US, Intern

- Distribute information concerning infant mortality rates
- Assist with setting up and operating various health fairs
- Develop methods of distributing information to young adults regarding communicable diseases

Affiliations:

- President, Mott Park Neighborhood Association
- Member, Neighborhood Small Grants Committee
- Member, Zeta Phi Beta Sorority, Incorporated
- Member, NAACP Flint Branch

Education:

University of Michigan-Flint

Flint, MI

Master of Public Administration, 2017

University of Michigan-Flint

Flint, MI

Bachelor of Social Work, 2011

180284.2

RESOLUTION NO.: _____

PRESENTED: 7-18-18

ADOPTED: _____

**RESOLUTION APPROVING THE PROPOSED PROJECT PLAN APPLICATION FOR
THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY DRINKING
WATER REVOLVING FUND**

BY THE MAYOR:

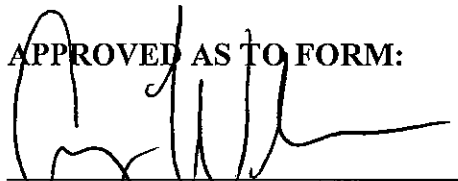
WHEREAS, The purpose of the proposed project is to provide the required reliability and capacity in the City's water system through the replacement of water meters, renovations to the Dort reservoir and pumping system, renovation of the Cedar Street reservoir and pumping system, providing a secondary back-up water supply, construction of the northwest transmission main, construction of water quality monitoring facilities, replacement of selected water mains, and construction of a permanent chemical feed building at the water treatment plant and associated water system improvements.

WHEREAS, A Public Hearing was held on Monday, July, 23, 2018 regarding proposed project plan application for the Michigan Department of Environmental Quality Drinking Water Revolving Fund.

WHEREAS, Mayor, Dr. Karen W. Weaver recommends approval of the proposed project plan application for the Michigan Department of Environmental Quality Drinking Water Revolving Fund.

THEREFORE, BE IT RESOLVED that the Flint City Council approves the proposed project plan application for the Michigan Department of Environmental Quality Drinking Water Revolving Fund.

APPROVED AS TO FORM:



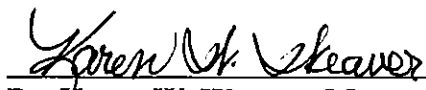
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:



Hughey Newsome, Chief Financial Officer

FOR THE CITY OF FLINT:



Dr. Karen W. Weaver, Mayor

APPROVED BY CITY COUNCIL:

Herbert Winfrey, City Council President

Resolution Routing

TO: Resolution Signatories
FROM: **Law Department**
SUBJECT: RESOLUTION FOR APPROVAL

This RESOLUTION has been forwarded to you for your respective review and approval.

Date recorded: 7/18/2018 **No.** 18-6410

All documents should be reviewed within three working days after receipt by your office.

MDEQ Water Fund

The attached resolution is submitted to the Legal Dept. for approval as to form only:

Review and Approval:	IN	OUT	<u>Approval</u>
1. City Attorney (Form Only):		7/18/2018	
2. Finance			
3. Mayor			

Please call Jennifer at ex. 2082

180358

SUBMISSION NO: _____

PRESENTED: 7-18-18

ADOPTED: _____

**RESOLUTION FOR THE EMPLOYMENT OF
STEVEN HAUGER AS WPC FACILITIES TECHNICAL CONSULTANT**

BY THE MAYOR:

The Department of Public Works, Water Pollution Control Division is seeking to renew an agreement with Steven Hauger. He has been employed by the City of Flint in the capacity of WPC Facilities Technical Consultant. Mr. Hauger's employment with the City of Flint is at the will of the City's Director of Public Works; and

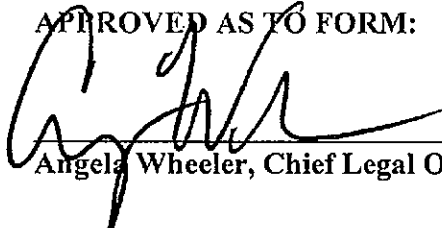
The employment of Steven Hauger will continue until it is determined that his services are no longer needed, this agreement shall terminate on June 30, 2020, and;

The duties of Mr. Hauger shall be determined by the Water Pollution Control Supervisor or his designee, and;

Compensation for said services shall be paid at an hourly rate of \$35.00 per hour and Mr. Hauger shall not be entitled to any fringe benefits.


IT IS RESOLVED, that the Proper City of Flint Officials, authorize a resolution for the employment of Steven Hauger under the terms and conditions of the attached agreement. The term of said agreement shall terminate June 30, 2020. Compensation shall be at an hourly rate of \$35.00 per hour and shall not exceed \$35,000.00, with no fringe benefits, and with statutory taxes being withheld as required by law. Compensation shall be drawn from appropriated funds in account 590-550.202-702.000 (Sewer Fund).

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:




Hughey Newsome, Chief Financial Officer



R. S. Branch, City Administrator

CITY COUNCIL:



Herbert J. Winfrey, Council President

RESOLUTION STAFF REVIEW

June 26, 2018

Agenda Item Title: Employment Agreement of Steve Hauger as
WPC Technical Consultant

Prepared By: Krystal Wallace

Background/Summary of Proposed Action:

The Department of Public Works, Water Pollution Control would like to renew an agreement with Steven Hauger as WPC Technical Consultant. The employment agreement will allow Mr. Hauger to work 1000 hours per calendar year at a rate of \$35.00 per hour. As a former employee of WPC, Mr. Hauger maintains specific knowledge as it pertains to the technical operations of Water Pollution Control. His knowledge and expertise continue to be needed.

This agreement does not entitle Mr. Hauger to any fringe benefits. This agreement shall be at the will of the Director of Public Works and, shall terminate on June 30, 2020.

Funding is available and budgeted in wage account 590-550.100-702.000.

Financial Implications:

Funding is available in WPC wage account 590-550.100-702.000.

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

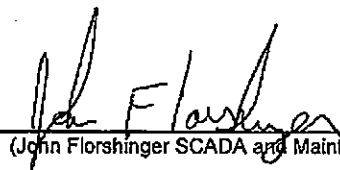
Account No.: 590-550.100-702.000

Pre-encumbered? Yes: ☐ No: ☐ Requisition: N/A

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

Staff Recommendation: Approve

Staff Person:


(John Florshinger SCADA and Maintenance Supervisor)

**SERVICE AGREEMENT
BETWEEN THE CITY OF FLINT AND STEVEN HAUGER**

Steven Hauger (hereinafter "Contractor") does hereby agree to perform the duties described in Section II of this Agreement, and the City of Flint (hereinafter "the City") accepts such services upon all of the terms and conditions set forth in this Agreement.

I. TERM

The term of this contract for professional services under this Agreement shall commence on July 1, 2019 and end on June 30, 2020, and at the will of the City of Flint Administration.

II. DUTIES

Contractor shall perform duties as assigned by the WPC Supervisor or designee, in the capacity of SCADA (Supervisory Control and Data Acquisition) Consultant for the Department of Public Works, Utilities Water Pollution Control. Under no circumstances shall Contractor exceed twenty-nine (29) hours of work in any given calendar week (Sunday – Saturday).

III. COMPENSATION

Contractor shall be paid \$35.00/hour for a maximum of 1000 hours per calendar year, commencing after execution of this Agreement and ending Jun 30, 2020. Contractor shall submit an invoice or timecard of hours worked on a bi-weekly basis. The City will make payroll deductions consistent with its normal payroll practices, and Contractor agrees to hold City harmless for any and all income tax obligations and any other consequences of payment under this Agreement.

IV. BENEFITS

The Contractor shall not be entitled to fringe benefits of any kind, including but not limited to paid leave time, medical or retirement benefits. The compensation detailed in Section III shall be the sole consideration paid to Contractor by the City.

V. TERMINATION

This Agreement may be terminated by either party at any time for any reason, but in that event, the City shall only be required to pay the Contractor any balance owed for time actually worked.

VI. DISPUTE RESOLUTION

All disputes, controversies, or claims arising out of or in connection with, or relating to this Agreement or any breach or alleged breach of the Agreement shall be submitted to and settled by arbitration in the State of Michigan under the rules then in effect of the American Arbitration Association. The parties specifically agree to arbitration with the other party in a joint proceeding for all common issues and disputes. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration shall be filed, in writing, with the other party to this agreement. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question arose when the party asserting the claim should reasonably have been aware of it, but in no event later than ten (10) days after the claim arose.

The parties may elect to be represented by an attorney or other representative of their choice. Each party shall have the right to prehearing discovery in the time and manner provided by the then

applicable Michigan Court Rules. Each party also shall have the right to subpoena witnesses and documents for the arbitration hearing. The arbitrator shall have no power to add to, subtract from, or alter the terms of this Agreement, and shall render a written decision setting forth findings and conclusions only about the claims or disputes at issue. The expenses of any arbitration shall be born by the respective parties and each party shall pay for and bear the costs of its own experts, evidence, and counsel fees. However, if any party prevails on a statutory claim, the arbitrator may award reasonable costs and fees, including the portion of the arbitrator's fees paid by the party, and attorney Fees to the prevailing party in accordance with such statute.

Any award by the arbitrator shall be final and conclusive upon the parties and a judgment may be entered in the highest court for the forum, state or federal, having jurisdiction.

VII. ASSIGNMENT PROHIBITED

This Agreement is personal to each of the parties and neither party may assign or delegate any of its rights or obligations under this Agreement without first obtaining the other's written consent.

VIII. MISCELLANEOUS

- A. This Agreement contains all of the terms and conditions of the contractual relationship between the parties, and no amendments or additions to this Agreement shall be binding unless they are in writing and signed by both parties.
- B. This Agreement shall be binding upon the parties, their legal representatives, successors, and assigns.
- C. This Agreement abrogates and takes the place of all prior professional service agreements or understandings that may have been made by the parties.
- D. Contractor shall comply with all reporting and recording requirements regarding compensation expenditures and benefits provided by the City under the US Internal Revenue Code, as amended, and any of its rules and regulations.

IX. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

X. SEVERABILITY

The invalidity of all or any part of any sections, subsections, or paragraphs of this Agreement shall not invalidate the remainder of this Agreement or the remainder of any paragraph or section not invalidated unless the elimination of such subsections, sections, or paragraphs shall substantially defeat the intents and purposes of the parties.

XI. DEFENSE AND INDEMNIFICATION

City agrees to defend, indemnify and hold harmless Contractor for and against any and all claims made against Contractor in the course of Contractor's performance and duties as specified in Flint City Ordinance 35-80.

XII. INDEPENDENT CONTRACTOR

No provision of this Agreement shall be construed as creating an employer-employee relationship. It is the parties intention that Contractor shall have an independent contractor status and that it is not an employee for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Michigan laws relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third-party liability claims. Contractor shall take all steps necessary to retain sole and absolute discretion in the manner and means of carrying out activities and responsibilities under this Agreement. Contractor shall not act as an agent of the City, ostensibly or otherwise, nor bind the City in any manner, unless specifically authorized to do so in writing.

CONTRACTOR:

WITNESS:

Steve Hauger

Date

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer

Date: _____

CITY OF FLINT:

Dr. Karen W. Weaver, Mayor

Date: _____

SUBMISSION NO:

180359

PRESENTED:

7-18-18

ADOPTED:

RESOLUTION AUTHORIZING THE SERVICES OF MARTIN FRELICH
AS IN INVENTORY CONTROL CONSULTANT

BY THE MAYOR:

In order to provide continuity of asset management services and related activities, the Department of Public Works, Water Pollution Control Division has determined that it would be advantageous for the City to approve an employment agreement with Martin Frelch for the services of Inventory Control Consultant; and

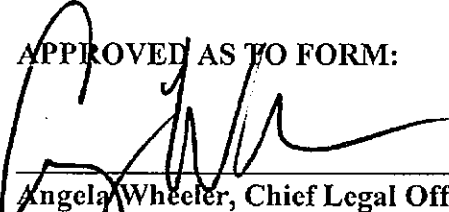
The employment of Martin Frelch will continue until it is determined that his services are no longer needed and this agreement shall terminate on June 30, 2020, and;

The duties of Mr Frelch shall be determined by the Water Pollution Control Supervisor or his designee, and;

Compensation for said services shall be paid at an hourly rate of \$35.00 per hour and Mr. Frelch shall not be entitled to any fringe benefits.


IT IS RESOLVED, that that the Proper City of Flint Officials, authorize a resolution for the employment of Martin Frelch under the terms and conditions of the attached agreement. Mr. Frelch shall be employed in the capacity of Inventory Control Consultant. The term of said agreement shall terminate on June 30, 2020. Compensation shall be at an hourly rate of \$35.00 per hour and shall not exceed \$35,000.00, with no fringe benefits, and with statutory taxes being withheld as required by law. Compensation shall be drawn from appropriated funds in account 590-550.202-702.000 (Sewer Fund).

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer


R. S. Branch, City Administrator

APPROVED AS TO FINANCE:


Hughey Newsome, Chief Financial Officer

CITY COUNCIL:


Herbert J. Winfrey, Council President

RESOLUTION STAFF REVIEW

June 26, 2018

Agenda Item Title: Employment Agreement with Martin Frelich, Inventory Control Consultant

Prepared By: Krystal Wallace

Background/Summary of Proposed Action:

The Department of Public Works, Water Pollution Control would like to renew an employment agreement with Martin Frelich. Mr. Frelich possesses specific knowledge and expertise in regard to the Water Pollution Control inventory control asset management. Mr. Frelich will assist the Department of Finance with the Department of Public Works, Water Pollution Control inventory auditing activities. It would be in the best interest of the City to approve an employment agreement Mr. Frelich so that he may share the knowledge he has acquired over the years in order to expedite this activity, and to ensure the accuracy of the inventory audit.

Mr. Frelich will be paid at a rate of \$35.00 per hour, and shall not exceed \$35,000.00 for the term of this agreement. This agreement does not entitle Mr. Frelich to any fringe benefits. This agreement shall be at the will of the Director of Public Works and, shall terminate on June 30, 2020.

Funding is available and budgeted in wage account 590-550.202-702.000.

Financial Implications:

Funding is available in Water Pollution Control wage account 590-550.202-702.000.

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

Account No.: 590-550.202-702.000

Pre-encumbered? Yes: ☐ No ☒ Requisition: N/A

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

Staff Recommendation: Approve

Staff Person: 
(John Florshinger SCADA and Maintenance Supervisor)

**SERVICE AGREEMENT
BETWEEN THE CITY OF FLINT AND MARTIN FRELICH**

Martin Frelch (hereinafter "Contractor") does hereby agree to perform the duties described in Section II of this Agreement, and the City of Flint (hereinafter "the City") accepts such services upon all of the terms and conditions set forth in this Agreement.

I. TERM

The term of this contract for professional services under this Agreement shall commence on July 1, 2018 and end on June 30, 2020, and at the will of the City of Flint Administration.

II. DUTIES

Contractor shall perform duties as assigned by the DPW Director or designee, in the capacity of Inventory Control Consultant for the Department of Public Works, Utilities Water Pollution Control. Under no circumstances shall Contractor exceed twenty-nine (29) hours of work in any given calendar week (Sunday – Saturday).

III. COMPENSATION

Contractor shall be paid \$35.00/hour for a maximum of 1000 hours per calendar year, commencing after execution of this Agreement and ending June 30, 2020. Contractor shall submit an invoice or timecard of hours worked on a bi-weekly basis. The City will make payroll deductions consistent with its normal payroll practices, and Contractor agrees to hold City harmless for any and all income tax obligations and any other consequences of payment under this Agreement.

IV. BENEFITS

The Contractor shall not be entitled to fringe benefits of any kind, including but not limited to paid leave time, medical or retirement benefits. The compensation detailed in Section III shall be the sole consideration paid to Contractor by the City.

V. TERMINATION

This Agreement may be terminated by either party at any time for any reason, but in that event, the City shall only be required to pay the Contractor any balance owed for time actually worked.

VI. DISPUTE RESOLUTION

All disputes, controversies, or claims arising out of in connection with, or relating to this Agreement or any breach or alleged breach of the Agreement shall be submitted to and settled by arbitration in the State of Michigan under the rules then in effect of the American Arbitration Association. The parties specifically agree to arbitration with the other party in a joint proceeding for all common issues and disputes. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration shall be filed, in writing, with the other party to this agreement. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question arose when the party asserting the claim should reasonably have been aware of it, but in no event later than ten (10) days after the claim arose.

The parties may elect to be represented by an attorney or other representative of their choice. Each party shall have the right to prehearing discovery in the time and manner provided by the then

applicable Michigan Court Rules. Each party also shall have the right to subpoena witnesses and documents for the arbitration hearing. The arbitrator shall have no power to add to, subtract from, or alter the terms of this Agreement, and shall render a written decision setting forth findings and conclusions only about the claims or disputes at issue. The expenses of any arbitration shall be born by the respective parties and each party shall pay for and bear the costs of its own experts, evidence, and counsel fees. However, if any party prevails on a statutory claim, the arbitrator may award reasonable costs and fees, including the portion of the arbitrator's fees paid by the party, and attorney Fees to the prevailing party in accordance with such statute.

Any award by the arbitrator shall be final and conclusive upon the parties and a judgment may be entered in the highest court for the forum, state or federal, having jurisdiction.

VII. ASSIGNMENT PROHIBITED

This Agreement is personal to each of the parties and neither party may assign or delegate any of its rights or obligations under this Agreement without first obtaining the other's written consent.

VIII. MISCELLANEOUS

- A. This Agreement contains all of the terms and conditions of the contractual relationship between the parties, and no amendments or additions to this Agreement shall be binding unless they are in writing and signed by both parties.
- B. This Agreement shall be binding upon the parties, their legal representatives, successors, and assigns.
- C. This Agreement abrogates and takes the place of all prior professional service agreements or understandings that may have been made by the parties.
- D. Contractor shall comply with all reporting and recording requirements regarding compensation expenditures and benefits provided by the City under the US Internal Revenue Code, as amended, and any of its rules and regulations.

IX. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

X. SEVERABILITY

The invalidity of all or any part of any sections, subsections, or paragraphs of this Agreement shall not invalidate the remainder of this Agreement or the remainder of any paragraph or section not invalidated unless the elimination of such subsections, sections, or paragraphs shall substantially defeat the intents and purposes of the parties.

XI. DEFENSE AND INDEMNIFICATION

City agrees to defend, indemnify and hold harmless Contractor for and against any and all claims made against Contractor in the course of Contractor's performance and duties as specified in Flint City Ordinance 35-80.

XII. INDEPENDENT CONTRACTOR

No provision of this Agreement shall be construed as creating an employer-employee relationship. It is the parties intention that Contractor shall have an independent contractor status and that it is not an employee for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Michigan laws relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third-party liability claims. Contractor shall take all steps necessary to retain sole and absolute discretion in the manner and means of carrying out activities and responsibilities under this Agreement. Contractor shall not act as an agent of the City, ostensibly or otherwise, nor bind the City in any manner, unless specifically authorized to do so in writing.

CONTRACTOR:**WITNESS:**_____
Martin Frelich_____
Date**APPROVED AS TO FORM:**_____
Angela Wheeler, Chief Legal Officer

Date: _____

CITY OF FLINT:_____
Dr. Karen W. Weaver, Mayor

Date: _____

180360

SUBMISSION NO.: _____

PRESENTED: 7-18-18

ADOPTED: _____

**RESOLUTION TO AUTHORIZE BUDGET AMENDMENTS FOR MOVING FUNDS
FROM PURCHASING DIVISION WAGES & FRINGES TO PROFESSIONAL
SERVICES TO FUND TEMPORARY CONSULTING SUPPORT**

BY THE MAYOR:

Whereas, the City of Flint's budget is monitored on an ongoing basis by the Finance Department and City department heads; and

Whereas, the Ordinance #3865, or the Purchasing Ordinance for the City of Flint, defines the responsibilities that City Council and Administration are to do to ensure that the funds of the city are spent in a fiscally and ethically responsible way; and

Whereas, recent departures by both the Purchasing Manager (Derrick Jones) and Interim Purchasing Manager (Bryan Bond) have left the position temporarily vacant; and

Whereas, during this temporary vacancy, the city is currently relying on the Chief Financial Officer to fill the role of Purchasing Manager until a suitable long-term replacement can be found; and

Whereas, in order to provide temporary transactional support to the Chief Financial Officer, the City has hired a consultant to vet requisitions and help guide department heads and the Chief Financial Officer in making procurement decisions in lieu of a Purchasing Manager until that role can be filled; and

Whereas, the city has entered into a contract with Robert Half Staffing Agency, not-to-exceed \$70,000, which provides this temporary support until a permanent solution can be found; and

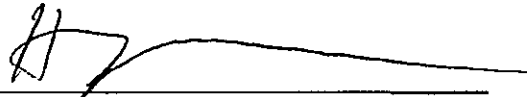
Whereas, the adopted FY19 Budget did not include provisions for consulting (professional services) expenditures in anticipation of finding a permanent Purchasing Manager and will now have to be amended in order to transfer some of the funds for wages and fringes over to professional services to fund the proper account to procure professional services,

IT IS RESOLVED, that the FY19 Budget of the City of Flint is hereby amended to move \$64,400 (FY19 portion of the contract) from the wages and fringes accounts for the

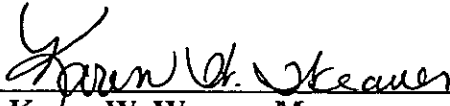
Purchasing Division (#101-191.201-702.000 \$60,000 and #101-191.201-719.100 \$4,400) to the Professional Services account #101-191.201-801.000.



for Angela Wheeler, Chief Legal Officer



Hughey Newsome, Chief Financial Officer



Dr. Karen W. Weaver, Mayor

CITY COUNCIL:

RESOLUTION STAFF REVIEW

DATE: July 10, 2018

Agenda Item Title: Resolution Authorizing Budget Amendment

Background/Summary of Proposed Action:

Both the Purchasing Director and the Purchasing Buyer for the City of Flint have recently retired. Since March, the Human Resources Division has been working to fill these vacancies. Until such time that these positions can be filled, the Finance Department has engaged the consulting services of Mr. Rudy Aguilar through Robert Half Management Services.

Therefore, a budget amendment is needed to move funds in the amount of \$38,000 from wages account #101-191.201-702.000 and \$3,420 from direct fringe account #101-191.201-719.100 to professional services account #101-201-801.000 to cover these expenditures.

Staff Recommendation:

It is the recommendation of the Chief Financial Officer to amend the 2018-2019 budget in the amount of \$41,420 as outlined above.

Staff Person:


Vickie Foster

Approval:


Hughey Newsome, Chief Financial Officer



June 16, 2018

Hughey Newsome
City of Flint
1101 South Saginaw Street
Flint, MI 48502

Thank you for choosing Robert Half Management Resources, a division of Robert Half International Inc. ("Robert Half"), with a branch office at 1441 West Long Lake Road, Suite 320 Troy, MI 48098 ("Branch"), to assist you in identifying and selecting a Consultant for the Purchasing Division.

Robert Half and City of Flint ("Client") will sign a Statement of Service before the selected candidate ("Consultant") begins providing services to Client. The Statement of Service will incorporate the terms of this Executive Placement Agreement (this "Agreement") by reference.

Robert Half's Responsibilities

Robert Half will work with the Client to create a Position Profile that will summarize information about the Client's organization, the position, the functional skills, experience, knowledge and leadership and management experience critical to the role. Robert Half will use the Position Profile to search for candidates.

Robert Half will provide a candidate profile for each candidate it presents to the Client for an interview ("Candidate"), and Robert Half will coordinate scheduling of the interviews. Robert Half will interview all Candidates. If you require Robert Half to perform background checks or other placement screenings of the Candidates, you agree to notify Robert Half prior to the start of Services under this Agreement. Robert Half will conduct such checks or screenings only if they are described in a signed, written amendment to this Agreement. If you request a copy of the results of any checks conducted on Robert Half's Candidates, you agree to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes. After a Candidate is selected by Client, Robert Half will work with the Client and the Candidate toward a mutually beneficial arrangement between the Client and the Candidate.

Client's Responsibilities

Once a Candidate is selected, the Client will directly retain and pay the Consultant. Client acknowledges and agrees that: (i) Consultant is not, and will not at any time be, an employee or contractor of Robert Half; (ii) Robert Half will not be required to maintain insurance covering the Consultant, including commercial liability insurance and employer's liability insurance; (iii) Robert Half will not be responsible for any workers' compensation insurance, Federal, state and local withholding and unemployment taxes, social security, state disability insurance or other payroll charges for the Consultant; (iv) Robert Half shall not be a party to the relationship between the Consultant and Client; (v) Robert Half is receiving a fee for providing referral services for locating the Consultant; and (vi) Robert Half shall not be responsible or liable (including damages for fundamental breach, negligence, misrepresentation, or other contract or tort claim) for the acts or omissions of the Consultant (including the services being performed by the Consultant).

Fee for Services

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Equal Opportunity Employer M/F/D/V

1 | Page

Executive Placement Agreement

Client agrees to pay Robert Half a retainer fee and an ongoing monthly referral fee. Robert Half's retainer fee is \$1.00. Robert Half will invoice the retainer fee upon execution of this Agreement. The retainer fee is non-refundable.

Robert Half will also invoice Client a monthly referral fee. The amount of the monthly referral fee will be described in the Statement of Service and will be payable by the Client once the Consultant begins to work for Client.

Should the Client wish to use the Consultant for other assignments, please feel free to do so. The monthly referral fee will also apply to the other assignments; however, the referral fee may change to reflect the experience necessary to complete the assignment. Call Robert Half for any changes in the assignment.

Robert Half's invoices are due thirty (30) days after receipt of invoice, including applicable taxes, although the Client is sales tax exempt, all of which are payable by Client. In the event that Client fails to pay the invoices when due, the Client agrees to pay all of Robert Half's costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, Robert Half may, at its option, charge interest on any overdue amounts at a rate of the lesser of 1½% per month or the highest rate allowed by applicable law from the date the amount first became due.

The Consultant's hours worked and billed per week cannot exceed 40 hours, unless written authorization is given by Client.

Hiring Fee

If within twelve (12) months after the last day of the Candidate's assignment with Client, Client (or an affiliate or any other entity as a result of referrals by Client) hires the Candidate, Client agrees to pay to Robert Half a fee equal to 35% (if candidate worked less than 500 hours), or 5% (if candidate worked greater than 500 hours) of the Candidate's aggregate annual starting salary, including bonuses, commissions or guaranteed increases in salary that is part of the initial employment offer. The hiring fees are in addition to the retainer fee and the monthly referral fee. The not-to-exceed amount for the Hiring Fee, retainer fee and monthly referral fee is \$70,000.

Limitation of Liability

Regardless of the basis on which Client is entitled to claim damages from Robert Half (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Robert Half's liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid by Client to Robert Half under this Agreement. Under no circumstances is Robert Half liable for special, incidental or indirect damages or for any consequential damages (including lost profits, business, revenue, goodwill, or anticipated savings), even if informed of the possibility.

Warranty

ROBERT HALF MAKES NO EXPRESS OR IMPLIED WARRANTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

Confidentiality

The Consultant will execute any confidentiality agreement that Client may require. Client is responsible for obtaining the Consultant's signature. Client agrees to hold in confidence the identity of Robert Half's Candidates, including the Candidate's resume, social security number and other legally protected personal

information, and Client agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

Records/Audit

Client shall maintain accurate and complete books in accordance with standard accounting practices relating to payments made to Consultant. Robert Half reserves the right to audit the Client for compliance with the obligations set forth in this Agreement and signed Statement of Service.

Agreement Term

This Agreement will continue for a period of one year after the last date listed below.

Any terms of this Agreement, which by their nature extend beyond the Agreement termination remain in effect until fulfilled, including the Fees for Services and Hiring Fees, and apply to each party's respective successors and assignees.

This Agreement and the signed Statement of Service constitute the entire agreement between the parties regarding these transactions. This Agreement is only applicable to, and the only Robert Half branch obligated under this Agreement is the Branch defined above.

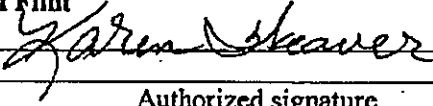
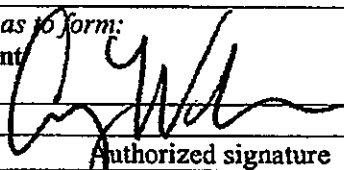
Agreed to: City of Flint	Agreed to: Robert Half International Inc.
By  Authorized signature	By _____ Authorized signature
Name (type or print): Karen Weaver (Mayor)	Name (type or print): Trisha Plovie
Date: June 18, 2018	Date: June 18, 2018
Customer address: 1101 South Saginaw Street Flint, MI 48502	Branch address: 1441 West Long Lake Road, Suite 320 Troy, MI 48098
Approved as to form: City of Flint	
By  Authorized signature	
Name (type or print): Angela Wheeler (Chief Legal Officer)	
Date: June 18, 2018	
Customer address: 1101 South Saginaw Street Flint, MI 48502	

EXHIBIT A

STATEMENT OF SERVICE

This Statement of Service defines the services that Robert Half will provide to City of Flint ("Client") under the terms and conditions of the Executive Placement Agreement dated as of June 16, 2018, by and between Robert Half and Client (the "Agreement"), which Agreement is incorporated into and made a part of this Statement of Service. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

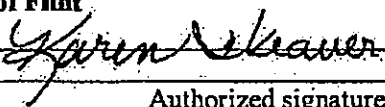
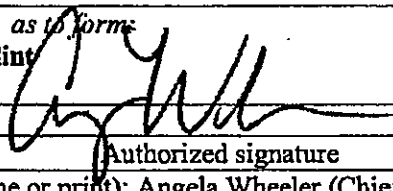
NAME OF CONSULTANT: Rudy Aguilar

TERMS OF MONTHLY REFERRAL FEE:

Client agrees to pay a referral fee to Robert Half equal to 40% of any and all amounts payable by Client to Rudy Aguilar (the "Referral Fee") for services provided by Rudy Aguilar to Client as Consultant for the Purchasing Division. The fees payable to Rudy Aguilar for such services shall be no less than \$50 per each hour worked per month, prorated for partial months. For example, if Rudy Aguilar is paid a monthly fee of \$8,000 by Client and the referral fee percentage is 40%, the Referral Fee shall equal a separate payment of \$3,200 per month to Robert Half. Robert Half will invoice Client on a monthly basis for the Referral Fee. Client will provide Robert Half a report within 15 days of the last day of each month of any fees paid to Rudy Aguilar with sufficient detail as reasonably required by Robert Half to provide the invoice for the Referral Fee.

CLIENT CONTACT & PHONE NUMBER: Hughey Newsome; work 810-766-7266, cell 810-875-6299

TRAVEL ARRANGEMENTS & OTHER EXPENSES: Not applicable

Agreed to: City of Flint	Agreed to: Robert Half International Inc.
By <u></u> Authorized signature	By _____ Authorized signature
Name (type or print): Karen Weaver (Mayor)	Name (type or print): Trisha Plovic
Date: June 18, 2018	Date: June 18, 2018
Customer address: 1101 South Saginaw Street Flint, MI 48502	Branch address: 1441 West Long Lake Road, Suite 320 Troy, MI 48098
Approved as to form: City of Flint	
By <u></u> Authorized signature	
Name (type or print): Angela Wheeler (Chief Legal Officer)	
Date: June 18, 2018	
Customer address: 1101 South Saginaw Street Flint, MI 48502	

180361.1
SUBMISSION NO.:

PRESENTED:

7-18-2018

ADOPTED:

BY THE MAYOR:

RESOLUTION OF SUPPORT FOR THE CRIM FITNESS FOUNDATION TO SUBMIT APPLICATIONS TO THE MICHIGAN DEPARTMENT OF TRANSPORTATION TO REQUEST SAFE ROUTES TO SCHOOL GRANTS FOR FLINT COMMUNITY SCHOOLS (NEITHERCUT ELEMENTARY SCHOOL, FREEMAN ELEMENTARY SCHOOL PIERCE ELEMENTARY SCHOOL, DOYLE/Ryder ELEMENTARY SCHOOL)

The City of Flint, in partnership with the Crim Fitness Foundation and Flint Community Schools desires to submit applications to the Michigan Department of Transportation (MDOT) to request Safe Routes to School funding for Neithercut Elementary School, Freeman Elementary School, Pierce Elementary School, and Doyle/Ryder Elementary School to construct infrastructure projects including sidewalks, curbs, crosswalks and pedestrian signals to enable and encourage children to safely walk and bike to school.

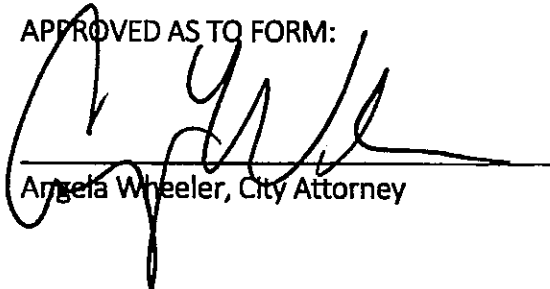
MDOT requires a formal commitment from the public agency that will be receiving these funds and will be implementing and maintaining these infrastructure projects.

The Department of Public Works therefore requests concurrence that the adoption of this resolution shall attest the City's commitment to partner with the Crim Fitness Foundation and Flint Community Schools in support of the Safe Routes to School Program.

IT IS RESOLVED, the City has authorized the Crim Fitness Foundation to act as agent on behalf of the City to request Safe Routes to School funding, to act as the applicant's agent during the project development, and to sign a project agreement upon receipt of a funding award, subject to approval by the City.

IT IS FURTHER RESOLVED, the City commits to owning operating, funding and implementing a maintenance program over the design life of the facilities constructed with Safe Routes to School funding.

APPROVED AS TO FORM:



Angela Wheeler, City Attorney

ADMINISTRATION:

CITY COUNCIL:

Dr. Karen W. Weaver, Mayor

Flint City Council

RESOLUTION STAFF REVIEW

Date: June 28, 2018

Agenda Item Title: Resolution of support for the Crim Fitness Foundation to submit applications to the Michigan Department of Transportation to request Safe Routes to School Grants for Flint Community Schools (Neithercut Elementary, Freeman Elementary, Pierce Elementary, Doyle-Ryder Elementary)

Prepared by: Kristin Stevenson

Summary of Proposed Action: Funding for the Safe Routes to School (SRTS) program was established by Congress under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users of 2005 (SAFETEA-LU). The SRTS program provides educational programs, infrastructure improvements and encouragement activities to help children safely walk and bike to school and increase their physical activities. SRTS funding is 100 percent federal funds with no local match requirements.

MDOT administers the federally legislated SRTS program and encourages opportunities for collaboration between agencies and partners not traditionally involved in transportation funding. MDOT requires local agencies to partner with schools awarded funding by awarding the transportation funds through the local agency and requiring the local agency to maintain the facilities after construction.

The Department of Public Works & Utilities supports the Neithercut Elementary School, Freeman Elementary School, Pierce Elementary School, and Doyle-Ryder Elementary School SRTS programs. Adoption of this resolution will attest to the City's commitment to partnering with the Crim Foundation and Flint Community Schools.

Financial Implications:

None

Pre-encumbered?: Yes ___ No: X NA ___ Requisition:

Account No.

Accounting Coordinator Signature:

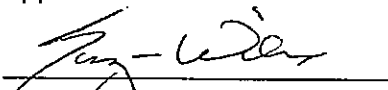
N/A

Other implications (i.e. collective bargaining):

No other implications are known at this time.

Staff Recommendation: Recommend Approval

Approval:

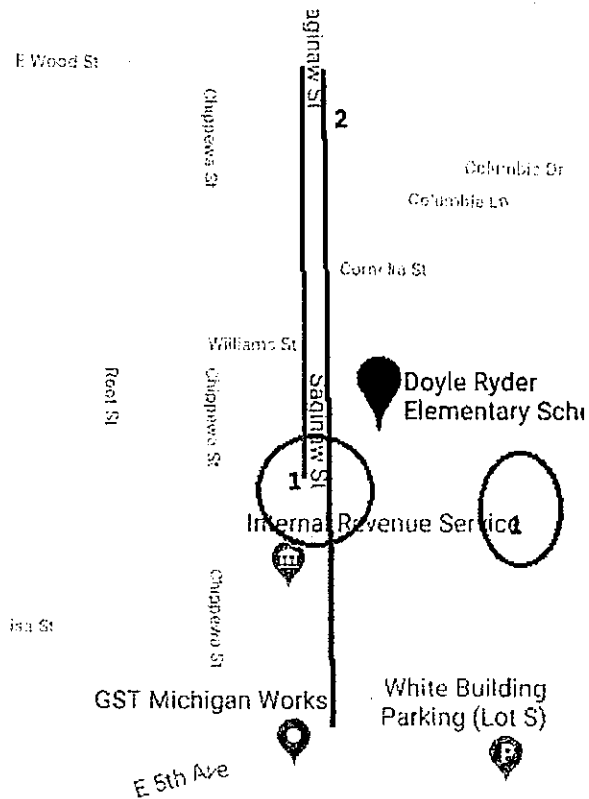


Suzanne Wilcox

Planning and Development Director

Proposed Safe Routes to School Infrastructure Improvements
Doyle Ryder Elementary School 1040 Saginaw St, Flint, MI 48503

Priority 1. Restripe crosswalks leading to campus. Replace "School Zone" signage where necessary.

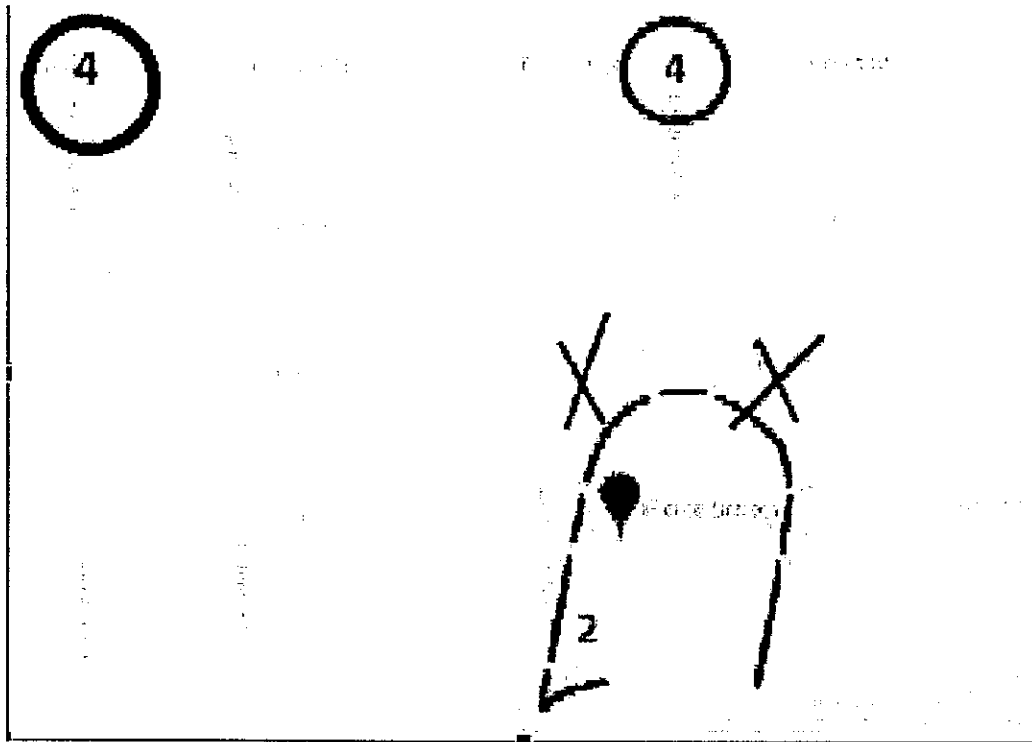


Priority 2. Replace/Repair/update sidewalks on both sides of Saginaw Street from Dukette Blvd to Wood Street, and on East side of Saginaw Street from Dukette Blvd to Fifth Ave.

Proposed Safe Routes to School Infrastructure Improvements

Pierce Elementary School 1101 W Vernon Dr, Flint, MI 48503

Priority 1 Cancelled due to unexpected construction/improvement project along Court Street

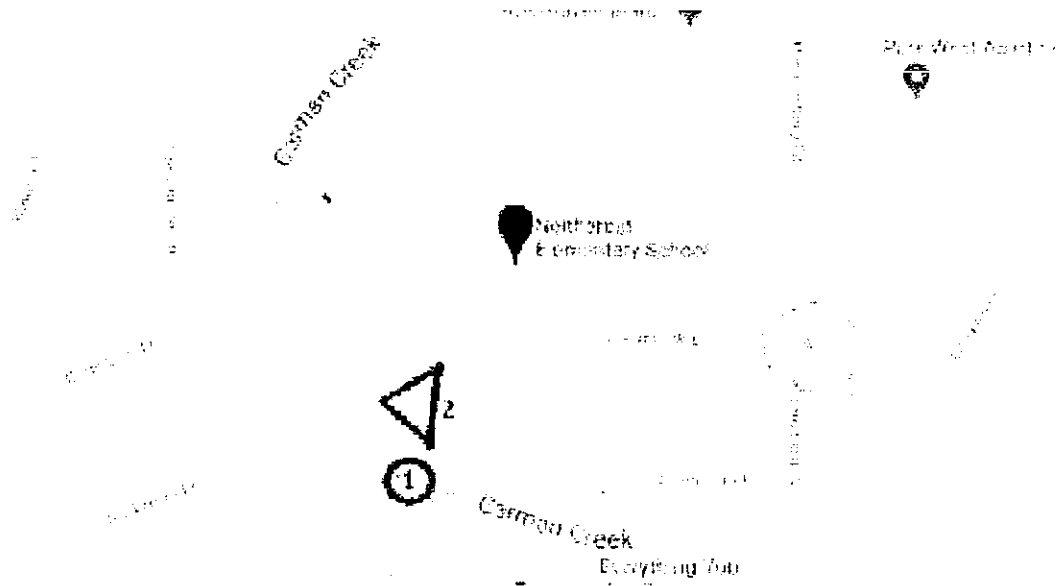


Priority 2: Replace/repair on campus pathing. Remove unnecessary access points onto Vernon Drive (**X**)

Priority 3 : Update campus adjacent intersections with curb-cuts and replace existing striping.

Priority 4: Update crossings at Court Street and Vernon and crossings at Court Street/Franklin/Commonwealth with curb-cuts and new crosswalk striping (If not planned for completion by City of Flint)

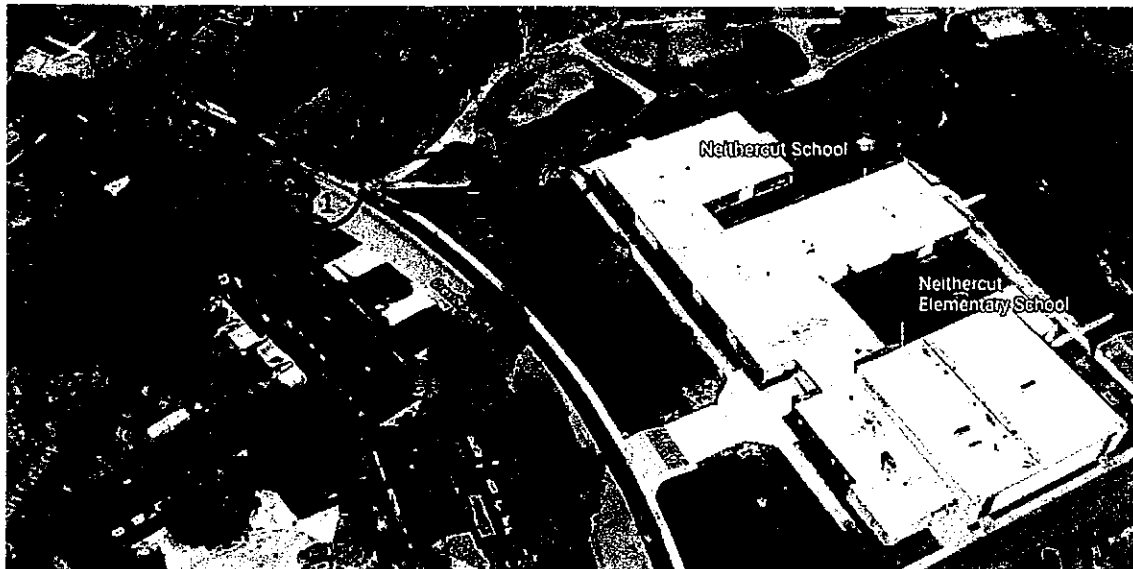
Proposed Safe Routes to School Infrastructure Improvements
Neithercut Elementary School 2010 Crestbrook Ln, Flint, MI 48507



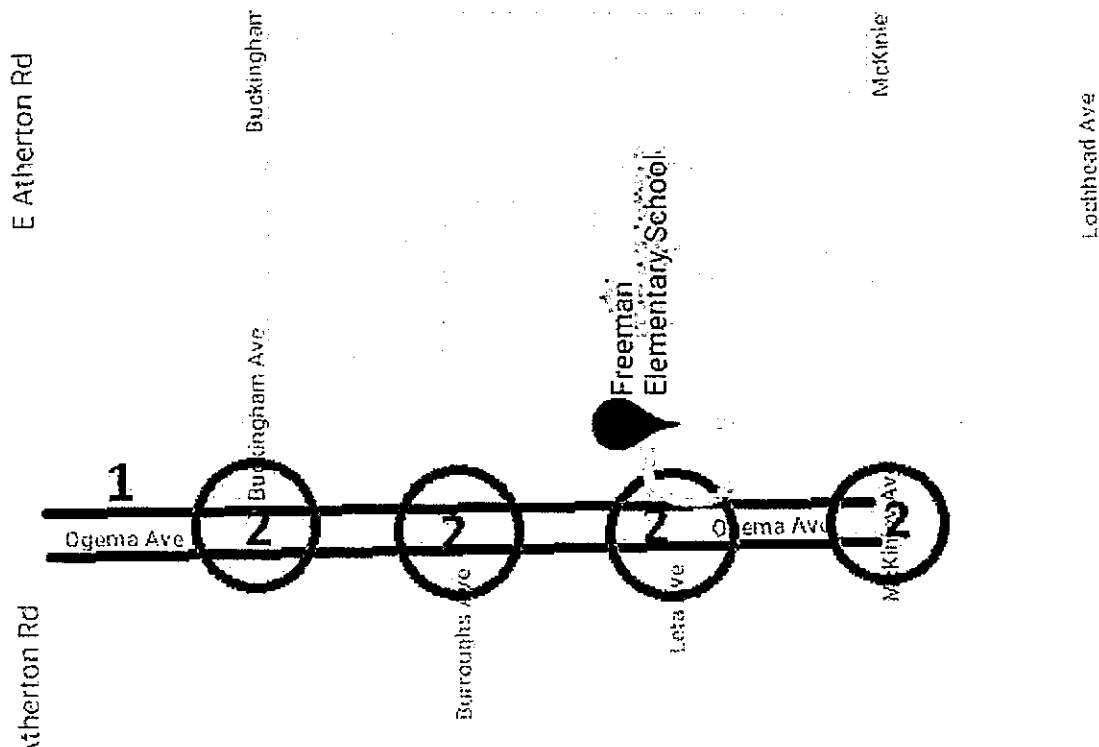
Priority 1. Repair sidewalk on Crestbrook Ln. Bridge over Carman Creek.

Priority 2. Regrade and re-pave on campus pathing from Crestbrook Ln. to front door of school

Priority 3. Update crosswalks at Crestbrook and Hammerberg



Proposed Safe Routes to School Infrastructure Improvements
Freeman Elementary School 4001 Ogema Ave, Flint, MI 48507



Priority 1: Replace/Repair sidewalk on both sides of Ogemaw Ave from Atherton Rd. to McKinley Ave.

Priority 2: Update curb-cuts and restripe crosswalks where needed at the following intersections: Ogemaw and Buckingham Ave, Ogemaw and Burroughs, Ogemaw and Leta, Ogemaw and Mckinley. (Ogemaw and Atherton was left off of this list with the expectation that the city of Flint will be updating that intersection with the upcoming TIGER grant funds)

Priority 3: Update school entrance access pathing by making it ADA compliant.



18-6106

RESOLUTION REVIEW FORM

FROM: Planning & Zoning
Division

DATE June 28, 2018
NO. _____
Law Office Login # _____

Resolution of support for the Crim Fitness Foundation to submit applications to the Michigan Department of Transportation to request Safe Routes to School Grants for Flint Community Schools (Neithercut Elementary School, Freeman Elementary School, Pierce Elementary School, Doyle-Ryder Elementary School)

RESOLUTION NAME:

Date in: 6/28/2018

1. RESOLUTION REVIEW - PLANNING & DEVELOPMENT

The attached RESOLUTION is approved by the P&D Director. By signing, the Director approves this resolution to be processed for signatures.

By: Suzanne Wilcox
Director

DATE: 6/28/18
(Date)

Date in: _____

2. RESOLUTION REVIEW - LAW DEPARTMENT

The attached RESOLUTION is submitted to the Legal Department for Approval as to FORM ONLY:
The Legal Department has reviewed the RESOLUTION as to Form on 7-10-18 and by signing
this form approves as to its (Date)

By: Angela Wheeler
City Attorney

DATE: 7-10-18

Date in: _____

3. RESOLUTION REVIEW - FINANCE

The attached RESOLUTION is submitted to the FINANCE Department for approval as to FINANCE COMPLIANCE:
The Finance Department reviewed this RESOLUTION, on _____ and by signing
this form approves as to FINANCE COMPLIANCE. (Date)

By: Hughey Newsome
Chief Financial Officer

DATE: _____

180363

RESOLUTION NO. _____

PRESENTED: 7-18-18

ADOPTED: _____

**RESOLUTION TO APPROVE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF FLINT AND THE FLINT FIREFIGHTERS UNION
LOCAL 352**

BY THE CITY ADMINISTRATOR:

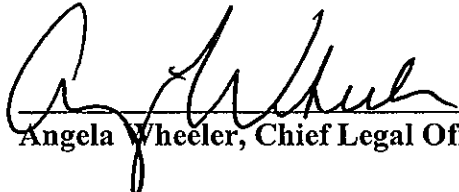
Pursuant to Michigan's Public Act 436 of 2012, Local Financial Stability and Choice Act, MCL 141.1541 *et seq.* ("PA 436"), the Emergency Manager, Darnell Early, ordered the imposed terms and conditions of the employment between the City of Flint and the Flint Firefighters Union, Local 352. The City of Flint and the Flint Firefighters Union, Local 352 have negotiated for a successor Collective Bargaining Agreement.

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

WHEREAS, City Administrator, Steve Branch, recommends that the Collective Bargaining Agreement should be entered into.

NOW THEREFORE BE IT RESOLVED, that the Flint City Council approves the Collective Bargaining Agreement between the City of Flint and the Flint Firefighters Union, Local 352.

APPROVED AS TO FORM:



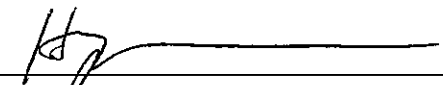
Angela Wheeler, Chief Legal Officer

FOR THE CITY OF FLINT:



Steve Branch, City Administrator

APPROVED AS TO FINANCE:



Hughey Newsome, Chief Financial Officer

APPROVED BY CITY COUNCIL:

Herbert Winfrey, City Council President

Resolution Routing

TO: Resolution Signatories
FROM: **Law Department**
SUBJECT: RESOLUTION FOR APPROVAL

This RESOLUTION has been forwarded to you for your respective review and approval.

Date recorded: 7/18/2018 **No.** 18-6409

All documents should be reviewed within three working days after receipt by your office.

Firefighter CBA

The attached resolution is submitted to the Legal Dept. for approval as to form only:

Review and Approval:	IN	OUT	Approval
1. City Attorney (Form Only):		7/18/2018	AW
2. Finance			
3. City Administrator			

Please call Jennifer at ex. 2082

THE CITY OF FLINT
and
FLINT FIREFIGHTERS UNION, LOCAL 352,
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL-CIO

COLLECTIVE BARGAINING AGREEMENT

_____, 2018

through
June 30, 2021

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ARTICLE 1 PREAMBLE

THIS AGREEMENT is entered into on this ____ day of _____ pursuant to and in accordance with Michigan Public Act 379 of 1965, as amended, between the City of Flint, hereinafter referred to as "City" or "Employer" and the Flint Firefighters Union, Local 352, affiliated with the International Association of Firefighters, AFL-CIO, hereinafter referred to as "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 the safety of the employees, economy and efficiency of operation, elimination of waste, protection of property and avoidance of interruptions to services, 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.

ARTICLE 2 RECOGNITION

Section 1. Sole and Exclusive Bargaining Agent. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all classified employees of the Flint Fire Department, hereinafter referred to as Employees, including administrative clerks and administrative support technicians and all classifications listed in Section 2, below; but, excluding elected officials, appointed officials, confidential employees as recognized by MERC, interim/temporary employees, Assistant Chief, volunteers and other classified employees.

Section 2. Employees Subject To Act 312 of Public Acts of 1969, as Amended. The parties agree that the following positions are subject to the hazards of fire fighting and are subject to Act 312 of the Public Acts of 1969, as amended, and shall be included in the bargaining unit:

Firefighter
Firefighter Trainee
Firefighter-EMT Trainee
2nd Driver
Apparatus Operator
Fire Sergeant

Fire Lieutenant
Fire Captain
Battalion Chief
Quartermaster
Safety Training Officer
EMS Coordinator
Fire Prevention Inspector/Sergeant
Fire Prevention Inspector/Lieutenant/ Fire Marshal
Fire Prevention Inspector/Lieutenant
Fire Arson Captain
Fire Marshal

ARTICLE 3 JOB DESCRIPTION/JOB CLASSIFICATION

Section 1. The City shall have the exclusive right to establish new classifications, to reclassify existing classifications, and to reallocate wage rates of classifications.

Section 2. 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 implementation. 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 to the duties. However, the implementation of a new or revised position will be at the sole prerogative of the Employer.

Section 3. If there is no agreement upon the rate of pay for a new or revised position, the matter as to the appropriate pay rate may be referred to Step 3 of the Grievance Procedure. If arbitrated, the Arbitrator's only authority is to determine if the Employer's decision was reasonable. If the Arbitrator determines that the Employer's decision was not reasonable, the Arbitrator will refer the matter back to Step 3 of the Grievance Procedure for further review and discussion.

ARTICLE 4 DUES DEDUCTION

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. Employees will be admitted to Union membership per the Union's bylaws.

Section 2. During the life of this Agreement, the Employer will deduct dues which have been certified to the Employer by the Treasurer of the Union, provided however, that the Union shall present to the City written authorizations properly executed by each Employee allowing such deductions and payments to the Union. Previously signed written authorization shall continue to be effective as to current Employees and as to reinstated Employees. Any future increase in dues will not require the Employee to sign a new authorization form.

Section 3. The Employer agrees to continue to deduct dues from the first pay check each month. As to Employees hired hereafter, said deduction shall commence with the first pay check in the month following accumulation of thirty (30) days of City seniority and shall continue as set forth above. The total of all sums deducted by the Employer shall be remitted to the Treasurer of the Union not later than ten (10) work days after such deductions are made, together with an itemized statement. In the event a refund is due any Employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such Employee to obtain appropriate refund from the Union.

Section 4. 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 requesting party that the additional amounts have been authorized pursuant to and under the Union's Constitution.

Section 5. 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 first pay after the error has been called to its attention by the Employee or the Union.

Section 6. The Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, action taken or not taken by the City in fulfilling the obligations imposed on the City under this Article. Further, it is agreed between the parties that in the event of litigation or claims against the City and/or the Union arising from provisions of the labor Agreement between the Union and the City with respect to Union security and dues deduction, or any prior maintenance of membership provision of an Agreement between the Employer and the Union, that the Union will defend, settle, or pay such claims or judgments arising from litigation, holding the City harmless therefrom.

Section 7. In the event it is subsequently determined by the Michigan Employment Relations Commission or a court of competent jurisdiction that the Union dues have been improperly deducted and remitted to the Union, the Union shall return such amounts to Employees so affected.

ARTICLE 5 MANAGEMENT RIGHTS

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

Section 2. It is the right of the City to make such reasonable rules and regulations, not in conflict with this Agreement, which best serves for the purposes of maintaining order, discipline,

safety, and or effective operations. The Employer will give the Union notice of rules and regulations in accordance with Article 33 – Work Rules of this Agreement. The Union reserves the right to question the reasonableness of any such rule or regulation through the grievance procedure, including arbitration.

ARTICLE 6 UNION BUSINESS

Section 1. Union Officers. The names of Employees elected or appointed to Union offices, e.g., President, First Vice-President, Second Vice-President, Treasurer, Recording Secretary and Trustees, shall, within thirty (30) days of election or appointment, be certified by the Union to the Human Resources/Labor Relations Director. The Human Resources/Labor Relations Director shall be promptly notified in writing of any changes occurring during the term of this agreement.

Section 2. Union President.

A. The Union President will be assigned to a shift as scheduled by the Fire Chief, regardless of seniority, and may be released from his/her job function with pay for a maximum of sixteen (16) hours every week. This release time is for the purpose of allowing the Union President to participate at MERC hearings, grievance hearings, and perform other related lawful representational duties as required. Such release shall be upon timely written request to an approval by the Fire Chief, or his designee. Approval of such requests shall not be unreasonably withheld.

B. The Union President may designate any or all of the sixteen (16) hours every week to the First Vice President. This release time is for the purpose of allowing the First Vice President to participate at MERC hearings, grievance hearings, and perform other related lawful representational duties as required. Such release shall be upon timely written request to an approval by the Fire Chief, or his designee. Approval of such requests shall not be unreasonably withheld.

C. The President and First Vice President will be required to report all absences in the same manner as all other firefighters and to wear a fire uniform while being paid by the City.

D. Unused release time may not be carried over or accumulated for subsequent periods.

Section 3. Union Stewards. The names of Employees elected or appointed as Stewards shall, within thirty (30) days of election or appointment, be certified by the Union to the Human Resources/Labor Relations Director. Such notice shall identify the shift and/or area of representation. The Human Resources/Labor Relations Director shall be promptly notified in writing of any changes occurring during the term of this agreement.

No more than one (1) Steward at any one time shall be released during regularly scheduled shifts for the purpose of handling grievances and meeting with the immediate supervisor at Step 1 in the grievance procedure.

Section 4. Bargaining Team. 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 City's bargaining team to negotiate a new Collective Bargaining Agreement between the parties. 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 5. Meetings and Conferences.

A. Upon written request from the Employee(s), the City may allow up to two (2) Employees to attend conferences and/or seminars of any beneficial group or association which is sanctioned by the Union. Leave granted shall not exceed four (4) work days for each Employee per fiscal year, nor a total of twelve (12) work days per fiscal year for all Employees in the bargaining unit.

B The President of the Union shall, at least ten (10) days prior to such conference or seminar, submit notice to the Fire Chief, certifying the names of such representatives and indicating the starting date and termination date for the respective leave days noted above.

C. All leave provided in this Article shall be granted without pay, however, Employees are permitted to use accrued PTO.

Section 6. Political Activity. No Union officer or Steward shall be released from duty for the purpose of engaging in political activity, nor shall any Officer or Steward engage in any political activity on the Employer's premises.

Section 7. Released Time. Released time under this Article will be recorded on a form provided by the Department.

**ARTICLE 7
DEFINITIONS**

Section 1. Employment Status.

A. Regular Employee. A permanent full-time, hourly rate bargaining unit Employee who at the time of employment and thereafter is regularly scheduled to work:

1. Eighty (80) hours in a payroll period (forty (40) hour per week Employees); or
2. An average of one hundred and eight tenths (100.8) hours in a payroll period (fifty and four tenths (50.4) hour per week Employees).

B. Part Time Employee. An Employee who is regularly scheduled to work less than a normal work week. Provided, however, a regular Employee who works less than a normal work week due to lack of work or lack of funds shall continue to be a Regular Employee.

Section 2. Normal Work Shift.

A. For Employees who work an average of fifty and four tenths (50.4) hours per week, the Normal Work Shift shall mean twenty-four (24) consecutive hours.

B. For Employees who work forty (40) hours per week, in other than continuous operations, the Normal Work Shift shall mean eight (8) consecutive hours excluding a meal break.

Section 3. Regular Pay Periods. The period that commences at 12:01 a.m. Sunday and continues through midnight the second following Saturday. Such period is for two weeks duration.

Section 4. Continuous Operations. An operation regularly scheduled seven (7) days per week, twenty-four (24) hours per day.

**ARTICLE 8
PART-TIME EMPLOYEES**

Section 1. Part-Time Employee shall mean an Employee who at the time of employment and thereafter is scheduled to work less than a Normal Work Shift.

Section 2. The City shall have the right to utilize part-time and/or reserve personnel to augment the work force. The part-time personnel shall be adequately trained (as determined by the City) before they are assigned.

Section 3. The only benefit under this Agreement to which part-time Employees shall be entitled are those specifically enumerated and such benefits shall accrue and become payable under the conditions specified herein.

Section 4. Part-time Employees who become regular, full-time Employees will be placed in the step of the Compensation Schedule to which their city seniority, earned as a part-time Employee, entitles them, and they shall receive full credit for all such city seniority in determining future rate increases and fringe benefits as a regular full-time Employee.

**ARTICLE 9
INTERIM/TEMPORARY EMPLOYEES**

Section 1. Interim/Temporary employees shall mean employees who perform administrative functions and who are employed for a short period of time to perform emergency/extra work, or to fill a temporary vacancy created by the absence of a regular employee, or who are employed with the intention that their employment will be for a specific period or for a specific project with the probability of being laid off at the end of that period or project. No suppression position shall be filled by Interim/Temporary Employees.

Section 2. Interim/Temporary employees shall receive none of the benefits provided in this Agreement nor shall they earn seniority credits during the period of temporary employment;

provided, however, that a regular Employee with seniority status who is laid off or whose normal work week schedule is reduced because of lack of funds or lack of work and is recalled to interim/temporary employment is not an Interim/Temporary employee within the meaning of this Article.

Section 3. This provision shall not apply to provisional appointments or the temporary assignment of bargaining unit Employees.

ARTICLE 10

PROVISIONAL APPOINTMENTS AND TEMPORARY BATTALION CHIEF DUTIES

Section 1. “Provisional Appointment” means the interim appointment of an Employee to a vacancy in a higher classification while a valid eligibility list is being prepared to fill the vacancy, or during the temporary absence of a regular Employee in the position.

Section 2. Provisional Appointment to Fill Temporary Vacancy. When a vacancy occurs in a classification, the Employer will determine whether the vacancy will be temporarily filled. To fill the temporary vacancy, the Employer may provisionally appoint an Employee who meets the minimum entrance requirements for the vacancy.

Section 3. Return from Provisional Appointment. Upon termination of a Provisional Appointment, the Employee shall be returned to their prior position.

Section 4. Seniority. No period of employment in a Provisional Appointment shall be counted toward Classification Seniority in the higher classification.

Section 5. Management Decision. Decisions to fill or not fill a position with a Provisional Appointment, and the Employer’s selection of Employees for Provisional Appointments, are reserved to the Employer and are not subject to review.

Section 6. Temporary Battalion Chief Duties.

A. In the absence of a Battalion Chief and Captain due to use of Paid Time Off (PTO), short term disability, long term disability, Kelly days, leaves of absence related to a claim for workers’ compensation benefits, or an approved leave of absence, the Fire Chief may assign the on-duty Lieutenant with the highest seniority to perform the duties of the absent Battalion Chief.

B. The City shall not assign a Lieutenant to a Battalion Chief position that becomes vacant as a result of a retirement, resignation, employment discharge, or death, without first posting such vacancy. Once the vacancy is posted, the Fire Chief may assign a Lieutenant to perform the duties of the vacant Battalion Chief position, until such position is permanently filled.

C. Lieutenants who fulfill the duties of an absent Battalion Chief shall be paid a stipend of one hundred twenty dollars (\$120.00), per day, for each day they act as Battalion

Chief. Such payment shall be included as wages for the purpose of computing Final Average Compensation under Article 45 – Retirement.

ARTICLE 11 DUAL CLASSIFICATIONS

In the event the City decides to establish a Dual Classification Position, the parties will negotiate regarding the terms and conditions of the position.

ARTICLE 12 WORKWEEK

Section 1. 40-Hour Employees. A normal workweek, except as otherwise provided in this Agreement, is defined as forty (40) hours in a calendar week.

Section 2. 50.4-Hour Employees. For members of the Division of Fire engaged in fire suppression, the normal work day shall be twenty-four (24) hours and the normal work week shall be an average of fifty and four tenths (50.4) hours per week.

Section 3. Other Schedules. At the discretion of the City, and in compliance with this Agreement, the work schedules may be modified as determined by the City, provided the work schedules are in accordance with the Fair Labor Standards Act of 1938, as amended (FLSA).

Section 4. Change in Work Schedules. No permanent change in work schedules will be effectuated without prior notice to the Union of at least seven (7) calendar days and an opportunity afforded for discussion of any proposed changes by the Union. Notice will be provided to the Union of the duration of any temporary, emergency work schedule changes.

ARTICLE 13 SPECIAL ASSIGNMENTS

Section 1. The City reserves the right to temporarily place a fifty and four tenths (50.4) hour Employee on a work schedule different than the normal schedule, when such an Employee is assigned to perform a special assignment.

Section 2. Notice of a special assignment will be posted in the Fire Department. The City reserves the right to limit applicants for special assignments to either officer or non-officer ranks as well as the right to not fill the special assignment. The applicant with the greatest Department Seniority who possesses the necessary qualifications shall be selected for the special assignment.

Section 3. Special assignments will not result in any loss of pay or benefits for the Employee.

ARTICLE 14
AUTHORIZED PAYROLL DEDUCTIONS

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

Section 2. An Employee who receives an overpayment or underpayment of wages will immediately notify the Employer of the overpayment or underpayment. The Employer may recover overpayments of wages or fringe benefits as provided by Michigan law. Underpayments will be corrected within a reasonable period of time after notification to the Employer.

ARTICLE 15
WAGES

Section 1. Compensation Schedule – General.

A. Effective the first full pay period following July 1, 2018, wages will be paid in accordance with Appendix B – Compensation Schedules.

B. Any Employee whose wage rate as of June 30, 2018, is higher than the wage rate for their classification and seniority when placed on Appendix B – Compensation Schedules on July 1, 2018, shall retain their higher wage rate until such time as the Employee is eligible for a wage increase in accordance with the Appendix B - Compensation Schedules.

Section 2. Step Advancements – Changes in Rate of Pay.

A. Step advancement on Compensation Schedules with Steps based on City Seniority shall be determined by City Seniority as defined in Article 29 - Seniority.

B. Step advancement on Compensation Schedules with Steps based on years in the position shall be determined by Classification Seniority as defined in Article 29 - Seniority.

C. Wage increases pursuant to step advancement as outlined in this Article will be effective in the first full pay period following the completion of the year of City Seniority or Classification Seniority.

Section 3. Additional Compensation.

A. Signing Incentive. During the first full pay period following July 1, 2018, each Employee with one (1) year or more City Seniority in accordance with Article 29 - Seniority, will receive a lump sum in their regular paycheck of two hundred fifty dollars (\$250), subject to regular taxes and withholdings. Such payment shall not be included as wages for the purpose of computing Final Average Compensation under Article 45 – Retirement.

B. Lump Sum. The parties have agreed to execute a Letter of Agreement regarding lump sum payments for Employees listed therein.

ARTICLE 16 OVERTIME RATE

Section 1. 40-Hour Employees. Employees who regularly work forty (40) hours per week shall be paid an overtime premium of one and one-half (1-1/2) times the Employee's regular hourly rate, for all hours worked in excess of forty (40) in a calendar week.

Section 2. 50.4-Hour Employees. Employees who are engaged in fire suppression and who regularly work an average of fifty and four tenths (50.4) hours per week shall be paid overtime premium pay at a rate of one and one-half (1-1/2) times the Employee's regular hourly rate, for all hours worked in excess of two hundred twelve (212) in a twenty-eight day work period.

Section 3. For purposes of computing overtime hours, only actual hours worked shall be counted towards eligibility of overtime premium pay. Time spent on leave with or without pay shall not be counted as time worked.

Section 4. Premium payments shall not be duplicated.

Section 5. All overtime shall be approved by the department head before being worked

ARTICLE 17 OVERTIME EQUALIZATION

The Office of the Chief or his designee will equally distribute overtime to all eligible Employees in accordance with the historically effective "box count" system. The "box count" system is effective for twelve (12) month periods starting July 1 of each year. If an Employee is improperly missed for an overtime opportunity under the "box count" system, they will be provided an opportunity to work the next available overtime opportunity.

ARTICLE 18 HOLIDAYS

Section 1. The following days shall be designated as holidays:

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

Section 2. All Employees shall receive eight (8) hours of pay at straight time for the nine (9) recognized holidays. The pay for each holiday shall be in the Employee's next regular paycheck. Employees who work a recognized holiday shall also be compensated for the hours worked.

Section 3. An Employee must work the Employee's scheduled hours on the Employee's last scheduled day before the holiday and the Employee's first scheduled day after the holiday, or be on an authorized leave or previously approved day off in order to receive holiday pay.

ARTICLE 19 PAID TIME OFF (PTO)

Section 1. PTO Conversion. Effective February 1, 2015, all categories of time off (e.g. annual leave and sick leave) were eliminated and a Paid Time Off ("PTO") system was established. Employees who had accumulated annual and sick leave before February 1, 2015, had up to 250 hours of then accumulated annual and sick leave converted to PTO. Any hours in excess of 250 hours were placed in a holding bank and will be paid out at retirement, death, termination of employment (including discharge upon exhausting any appeals) at the rate of 100% of the Employees straight time hourly rate as of February 1, 2015. Such payment shall not be included as final average compensation for the purpose of computing retirement benefits.

Section 2. Accrual of PTO.

A. PTO shall be computed and accrued on the basis of each payroll period that a 40 hour Employee has at least 72 hours of straight time pay and that a 50.4 hour Employee has at least 98.8 hours of straight time pay. If a 40 hour Employee has forty (40) hours of straight time pay in a payroll period, but less than 72 hours, the Employee shall accrue ½ the amount shown in the schedule below. If a 50.4 hour Employee has more than 88.4 hours of straight time pay in a payroll period, but less than 98.8 hours, the Employee shall accrue ½ the amount shown in the schedule below. PTO time shall be based on City seniority (as defined in this Agreement) uninterrupted by resignation or discharge. PTO shall be accrued on the following basis:

40 Hour Employees			
Years of Service	Maximum Hours Accrued Per Payroll Period	Maximum Annual Accumulation	Maximum Accumulated Hours
First 24 Months	4.61	119.86	378
Start of 3rd Year	6.15	159.9	378
Start of 12th	7.69	199.94	450
Start of 17th	9.23	239.98	450

50.4 Hour Employees			
Years of Service	Maximum Hours Accrued Per Payroll Period	Maximum Annual Accumulation	Maximum Accumulated Hours
First 24 Months	7.38	191.77	378
Start of 3rd Year	9.84	255.84	378
Start of 12th	12.30	319.90	500
Start of 17th	14.77	383.96	500

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

Section 3. General.

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

B. PTO time is not available to interim/temporary, emergency or Employees whose services are contracted for by the Fire Division by separate contract.

D. No PTO time balance shown on the "Request for Leave" slip or paycheck stub will be subject to challenge by an Employee for a period that covers more than twelve (12) months prior to the date of the challenge.

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

F. PTO will not be paid while an Employee is receiving Disability Insurance as provided in Section 7.

Section 4. PTO Payout on Termination, Retirement, Death.

A. Upon retirement or termination of employment (including at time of layoff and discharge upon exhausting any appeals), an Employee shall be compensated for his/her accrued PTO up to a maximum of three hundred seventy eight (378) hours at the time the employment is terminated (including discharge upon exhausting any appeals), the Employee is laid off at the rate of 100% of the Employee's straight time hourly rate. Any PTO in excess of three hundred seventy eight (378) hours shall be forfeited.

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

C. In the event of the Employee's death, unused accumulated PTO, up to a maximum of three hundred seventy-eight (378) hours shall be paid to the Employee's living life insurance beneficiary at the rate of 100% of the Employee's straight time hourly rate.

Section 5. Scheduled PTO.

A. Within the discretion of the department head, the Employee may be required to work all or part of the time the Employee would normally have been on PTO, and in lieu of PTO time may be paid the PTO pay provided in this section, which PTO pay shall be in addition to the compensation received for the time actually worked during said period.

B. Scheduled PTO picks must be made in accordance with Appendix C – Fire Suppression Vacation Schedule Agreement.

C. 40 hour Employees can take scheduled PTO in four (4) hour increments and 50.4 hour Employees can take scheduled PTO in six (6) hour increments for 50.4 hour Employees.

Section 6. Unscheduled PTO.

A. Health Related Condition

1. An Employee shall be allowed to apply and receive PTO in the event of illness, injury or other conditions related to his health prohibiting him from effectively performing his assigned duties. Employees absent/late without just cause, are subject to discipline. If an Employee has had six (6) or more unscheduled absences during the immediately preceding twelve (12) months, the City may require the Employee to provide a doctor's note as proof of illness, injury, or other conditions related to the Employee's health before granting any request for PTO.
2. An Employee may be required by the Chief or authorized representative to be examined on City time by the City Physician to determine whether the Employee has recovered sufficiently from the condition causing such absence to return to work.
3. Charges against accumulated PTO shall be made only for time lost for which the Employee normally would have received pay and during which he normally would have been required to work.
4. Employees requesting PTO for health related reasons must request and receive approval from the Employer twenty-four (24) hours before PTO begins. If an Employee is absent and advance notice is not given, the Employer may require proof that they could not provide prior notice.
5. Where an Employee finds that he will be unable to report for work where prior notice was not possible, such Employee shall notify the appropriate supervisor within one (1) hour prior to the Employee's scheduled starting time PTO shall be taken in increments of at least one (1) hour or up to the balance accumulated if the accumulation is a fraction of an hour provided,

however, the Chief or his designee may require that PTO be used in two (2), four (4), or six (6) hour increments.

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

B. Non-Health Related Condition.

1. Employees absent/late without just cause, are subject to discipline.
2. Employees requesting PTO for non-health related reasons must request and receive approval from the Employer twenty-four (24) hours before PTO begins. If an Employee is absent and advance notice is not given, the Employer may require proof that the Employee could not provide prior notice.
3. Where an Employee finds that he will be unable to report for work where prior notice was not possible, such Employee shall notify the appropriate supervisor within one (1) hour prior to the Employee's scheduled starting time. PTO shall be taken in increments of at least one (1) hour or up to the balance accumulated if the accumulation is a fraction of an hour provided, however, the Chief or his designee may require that PTO be used in two (2), four (4), or six (6) hour increments.

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

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

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

ARTICLE 20
KELLY DAYS & WORK IN PLACE DAYS

Section 1. Kelly Days.

A. All Kelly Day trades shall be allowed between personnel within the shift and in the following classification:

1. Battalion Chief and Captains
2. Captains, Lieutenants, and Sergeants
3. Apparatus Operators (1st and 2nd Drivers) and Firefighters

B. Daily personnel adjustments to accommodate Kelly Day trades will be at the discretion of the Fire Chief or designee.

C. The Employees making trades are responsible for keeping records of trades and filing such records with the Chief's office.

D. In case of unauthorized absence, the person responsible to work on a given day shall lose an equal amount of pay for that period of time.

E. Kelly Day Trades of twelve (12) or twenty-four (24) hours will be allowed.

F. Kelly Day trades will not be counted as work in place (WP) Days.

H. Kelly Day trades that necessitate overtime will not be allowed.

Section 2. Work in Place Days (WP Days).

A. Work in place days may only be used with prior request and permission granted as addressed below.

B. Employees in the Suppression Division shall be allowed to exercise time trades with pay (WP) on the day they are scheduled to work provided that said time is traded with an Employee possessing the skills required by the department on that day of the originally scheduled Employee.

C. WPs will be allowed by officers and non-officers/supervision and non-supervision.

1. Officers will only be allowed to trade with officers.
2. Non-officers will only be allowed to trade with non-officers.

D. All WP requests must be approved by the Chief, or designee. Requests shall be made to the chief, or designee, no later than during the last shift worked before the requested WP time trade.

1. Trades of six (6) hours or less will be approved at the discretion of the station officer.
2. Trades in excess of six (6) hours require WP papers to be filed with the shift supervisor.

E. WP under this section can be discontinued by the Chief by giving notice in writing to the Union President.

ARTICLE 21 EMERGENCY CALL-IN AND HOLDOVER

Section 1. Emergency Call-In. In an emergency situation, the City may call Employees to work to assist with the emergency. Whenever an Employee is brought back to work on emergency call-in, he shall be retained on duty for a minimum of two (2) hours and will be paid for any hours worked in excess of two (2) hour minimum.

Section 2. Holdover.

A. Whenever the City determines Employees must be held over from the regular shift, such opportunity shall be offered by Employees in the applicable classification on a seniority basis. In the event no Employees elect to be held over, the lowest seniority Employee(s) will be held over.

B. Personnel requirements at a particular station will be filled from Employees assigned to that station.

Section 3. This Article does not apply if an Employee is being called in or held over as a result of the Employee's own negligence.

ARTICLE 22 COURT TIME

Section 1. Employees subpoenaed to appear in any Federal or State Court, as a result of their employment, shall have such time treated as time worked. Employees required to appear on their day off shall be paid (at time and one-half (1-1/2) his normal rate of pay) for a minimum of two (2) hours.

Section 2. It is the Employee's obligation to call in accordance with the directions on the subpoena to determine whether his/her attendance is required for any upcoming legal proceeding. If the Employee's presence is not required, he/she will not be compensated as outlined in this Article.

Section 3. Time spent, whether on or off duty, in any proceeding of the Employee against the City or as a witness of any current or former employee or the Union against the City is not considered Court Time under this Article and will not be compensated. However, no Employee shall be denied WP, PTO, or leave without pay, if requested, to attend any such proceeding.

ARTICLE 23 JURY DUTY

Section 1. Time spent by an Employee on jury duty, which he otherwise would have worked on his normal work shift, before any Federal or State court entitled to empanel a jury, shall be considered as time worked. The Employee shall inform his immediate supervisor of such obligation as soon as possible following receipt of the subpoena.

Section 2. An Employee complying with the above conditions, must, upon request of the Fire Chief, provide adequate proof that he reported to such jury duty.

Section 3. An Employee who is relieved from jury duty before the end of the work shift shall promptly report back to work or contact his supervisor who may permit the Employee to take the remainder of the shift off by using accrued PTO or without pay.

ARTICLE 24 SUSPENSION OF NON-ESSENTIAL SERVICES

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

ARTICLE 25 BEREAVEMENT LEAVE

Section 1. Regular Employees shall, upon request, be granted bereavement leave for deaths occurring in their families, in accordance with the following:

A. When a death occurs in the immediate family, a fifty and four tenths (50.4) hour Employee will be granted bereavement leave for two (2) consecutive twenty-four (24) hour shifts immediately following the date of death or coinciding with committal service. When a death occurs in the immediate family, a forty (40) hour Employee will be granted bereavement leave for the first five (5) work days following the date of death or coinciding with committal service. Immediate family shall be defined to include spouse, parents, step-parents, children, and step-children.

B. 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, or grandchildren, the Employee will be granted bereavement leave for the first twenty-four (24) hours of his regularly

scheduled work week occurring immediately following the date of death or coinciding with committal service, provided the Employee attends the appropriate death related service.

C. In the event the Employee is notified of the death during his scheduled work shift and requests to be excused immediately, said Employee shall be released as soon as possible and shall have the option of having the remainder of his shift charged to his accrued PTO or having said day counted as the first day of the bereavement leave to which he may be entitled.

D. If a death occurs under this provision while an Employee is on PTO, upon request, his status shall be changed from PTO to bereavement leave.

E. Employees granted bereavement leave under this Article shall, after submitting proof of his relationship and/or attendance at the committal service, if required by his supervisor, receive his straight time hourly rate for all hours of his regularly scheduled work week occurring while on bereavement leave.

F. Employees may be granted additional time off for travel or otherwise by use of earned PTO upon approval of their supervisor or department head. The decision of the supervisor or department head relative to the use of PTO for such purpose shall not be arbitrary.

ARTICLE 26 MILITARY SERVICE

The City will follow all applicable laws regarding military service.

ARTICLE 27 EDUCATIONAL LEAVE

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

Section 2. The educational program pursued must be in a field related to the Employee's work assignment, as determined by the Fire Chief. The decision of the Fire Chief concerning relatedness shall be final, but his decision will not be arbitrary or capricious.

Section 3. An Employee on education leave shall, at least fifteen (15) days prior to the expiration of said leave, notify the Fire Chief and the Director of Human Resources/Labor Relations, or designee, of the date on which he will be available to return to his former position. The Employee shall be returned to his former position at the beginning of the next pay period, on the basis of seniority. If a reduction in work force has occurred during the period of such leave, the provisions of this Agreement relating to layoffs shall apply. An Employee who seeks and/or obtains employment while on educational leave of absence shall be automatically terminated from the City, effective the date the educational leave of absence started, unless the Employee

was specifically granted, in writing, by the Fire Chief, the right to employment while on educational leave.

ARTICLE 28

TUITION REIMBURSEMENT PROGRAM

Section 1. Amount. The Employer will reimburse an Employee for 100% of his/her tuition expenses up to \$500 per fiscal year provided:

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

B. The Employee satisfactorily completes each course.

Section 2. Procedure.

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

Section 3. General.

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

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

ARTICLE 29

SENIORITY

Section 1. Definitions.

A. City Seniority: The Employee's original hire date adjusted for time not paid. City Seniority shall be used for determining step increases in pay and paid time off (PTO) accruals.

B. Departmental Seniority: Date an Employee joined the Fire Department adjusted for time not paid. Departmental seniority shall be used for scheduling PTO.

C. Classification Seniority: The date Employee was permanently appointed to his present job classification adjusted for time not paid. Classification seniority shall be used for layoffs.

D. Ties. Any ties in the above seniority dates shall be resolved based on the earliest date and time of filing the formal application with the Human Resources Department.

E. General. Except for those instances specifically noted otherwise, seniority for purposes of this Agreement shall be classification seniority.

Section 2. Probationary Period.

A. All new Employees hired into a permanent bargaining unit position shall be a probationary Employee during the first one (1) year of their employment.

B. The probationary period is for the purpose of enabling the City to determine if an Employee has the attributes, attitude, and capabilities of satisfactorily performing all of the duties of the position. A probationary Employee may be terminated for any reason at the sole discretion of the City during such period without recourse to the grievance procedure, but the Employee shall be notified of such reason in writing at the time of their termination. The probationary period may be extended for up to six (6) months at the discretion of the Chief upon written notice to the Employee and the Union of the reasons for the extension and of the steps to be taken by the Employee and the City during the extended probationary period. During the probationary period, Employees shall be considered as at will Employees and are not covered by Article 31 –Discipline.

C. The Union shall represent probationary employees for the purpose of collective bargaining in respect to the rates of pay, wages, hours of employment and other conditions of employment. However, the Union shall not represent probationary employees who have been disciplined or discharged.

Section 3. Computation. Seniority shall not be credited for time not paid. However, seniority shall be credited:

A. While on Military leave as required by law; and

B. While receiving benefits under the Workers' Disability Compensation statute, for up to two (2) years if an Employee is on leave and is receiving workers' compensation benefits; provided, however, that an Employee who is laid off while on such leave will not receive seniority for the period of layoff.

Section 4. Loss of Seniority - Termination. An Employee shall lose his seniority for the following reasons:

- A. He quits or retires.
- B. He is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
- C. Failure to report to work within five (5) days from the date of receipt of recall as outlined in Article 30 – Layoff and Recall.
- D. If an Employee is laid off for a continuous period equivalent to the length of his City seniority or twenty-four (24) months, whichever is less.
- E. An Employee absent for any three (3) consecutive shifts without properly notifying the Employer is considered to have resigned (voluntary quit) and is no longer in the employ of the City of Flint. In proper cases exceptions shall be made upon the Employee producing convincing proofs of his inability to give such notice.
- F. Failure to return to work from a leave caused by the Employee's approved non-work-related disability within a period of time equal to his/her seniority or within one (1) year of the commencement of such leave, whichever is less. If an Employee on a leave caused by the Employee's non-work-related disability returns to work but fails to remain in active employment with the Employer for at least six (6) consecutive months, the Employer will consider any subsequent period on a leave caused by the Employee's disability a continuation of the original period of leave for purposes of application of this paragraph; provided that, if the Employee can demonstrate by clear and convincing evidence that a subsequent period of disability is caused by a different injury or condition, that subsequent period will not be deemed a continuation of the original period of leave for purposes of application of this paragraph.
- G. The Employee fails to return on the specified date following an approved disability leave. In proper cases, exceptions may be made upon the Employee presenting convincing proof of his/her inability to return on the required date.

Section 5. Transfer or Promotion out of Fire Department.

An Employee who is transferred or promoted out of a bargaining unit position shall retain City Seniority only.

**ARTICLE 30
LAYOFF AND RECALL**

Section 1. Procedure. In the event of a layoff, the following procedures will be followed:

- A. Provisional or Temporary Employees within the affected classification within the department will be laid off first.
- B. Part-time Employees within the affected classification within the department will be laid off next.

C. Probationary Employees within the affected classification within the department will be laid off next.

D. Thereafter, permanent Employees within the affected classification within the department will be laid off according to classification seniority and, for those Employees who have been reduced from a higher classification as a result of layoff, "add-on" classification seniority (as defined in sub-section F of this section) shall apply.

E. When an Employee is removed from the classification within his department as a result of layoff, he/she may be allowed to bump into the next lower related rank classification within the department or into a classification he/she previously held within the department based upon his/her classification seniority within that classification.

F. For purposes of this section, in determining the seniority of an Employee that has been reduced from a higher classification as a result of layoff, he/she shall receive "add-on" classification seniority which shall be defined as the length of continuous employment from the Employee's last date of promotion into the classification to which the Employee is bumped downward to and including continuous employment in any higher classification. Said Employee shall receive the wage rate of the applicable wage grade within the classification assumed.

Section 2. Notice. The City will give fourteen (14) calendar days advanced written notice to the affected Employee of any layoff. The City reserves the right to send an Employee home immediately and pay the allotted notice time.

Section 3. Recall. Employees will be recalled in the reverse order of layoff in accordance with Article 29 - Seniority. Notice of recall shall be sent certified mail to the Union and the Employee at his address as it appears on the City's records and the Employee shall be required to report for work within five (5) days from the date of receipt. If the Employee has not reported for work within five (5) days from the date of the notice to the Union, said Employee will be considered a voluntary quit. A reasonable extension of this five (5) day period may be granted by the Fire Chief, for good cause, with notice to Human Resources.

ARTICLE 31 DISCIPLINE

Section 1. Discipline issued by the Employer will be for just cause.

Section 2. Just cause includes, but is not limited to, violations of policies, rules, regulations, orders, laws, ordinances, or provisions of this Agreement.

Section 3. The Employer may give an Employee a verbal warning if the Employer determines formal discipline is not warranted in a particular instance. The Employer will document the verbal warning and place it in the Employee's personnel file.

Section 4. Discipline will be corrective rather than punitive. Discipline shall typically be progressive, and shall generally include a written reprimand, suspension, and termination, in that

order. However, serious misconduct may merit immediate suspension or termination. Factors to consider in determining a level of discipline may include, but are not limited to, the severity of the offense, the frequency of previous offenses, whether the Employee has taken responsibility and accountability for his or her actions, the length of time between offenses, and the Employee's work history.

ARTICLE 32 OUTSIDE EMPLOYMENT

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

Section 2. Requests for authorization to obtain outside employment must be submitted in writing, to the Fire Chief, and approved, before any Employee may engage in outside employment. Approval shall not be unreasonably withheld.

Section 3. Employees shall not wear the Department uniform without authorization of the Fire Chief.

Section 4. Outside employment prior to the effective date of this Agreement must be disclosed within thirty (30) calendar days of the effective date of this Agreement and must be approved in accordance with the provisions of this Article in order to be continued.

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

ARTICLE 33 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 a new or revised Work Rule or Regulation. However, any delay in implementation of Work Rules or Regulations will be at the sole prerogative of the Employer. Complaints as to the reasonableness of any new or amended Work Rule or Regulation, or any complaint involving the application of new or amended Work Rules or Regulations shall be resolved through the grievance procedure.

ARTICLE 34 ADDRESS AND PHONE NUMBER

Section 1. All Employees shall, be required, within thirty (30) days of ratification of this Agreement, to file with the Human Resources/Labor Relations Department, their current permanent residence address, home telephone number or cell phone number. Forms for said purpose shall be provided by the City. It is understood that Employees, as a condition of continued employment, are obligated to maintain a telephone at their residence or cell phone at their own expense.

Section 2. An Employee changing his place of permanent residence, home telephone number or cell phone number shall, within seven (7) calendar days, make such change(s) known to the Human Resources/Labor Relations Department, on a form provided by the City for such purpose. The Employee's contact information as it appears on the City's record shall be conclusive when used in connection with layoffs, recalls, or other notices to the Employee.

Section 3. The Employee's contact information shall be held in strict confidence and will not be released to anyone except to Administrative Officers of the City with a bona fide need for such information without the permission of the Employee, and then only by the Chief or his designee, or as otherwise required by law.

ARTICLE 35 UNIFORMS AND PROTECTIVE CLOTHING

Section 1. If any Employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the Employee by the Employer; the cost of maintaining the uniform or protective clothing or device in proper working condition (including tailoring, dry cleaning, and laundering) shall be paid by the Employer.

Section 2. Protective clothing and gear shall be issued and approved by the Office of the Chief.

ARTICLE 36 RESIDENCY

Current Employees and Employees hired after the effective date of this Agreement, shall, as a condition of their continued employment, maintain a residence that will allow for them to report for duty in a timely manner.

ARTICLE 37 EMERGENCY MEDICAL TECHNICIAN LICENSING

Section 1. As a condition of employment, all Employees, except those in a clerical/administrative or trainee classification, must maintain an EMT License from the State of Michigan and fulfill any related requirements of the Genesee County Medical Control Authority.

Section 2. Any firefighter who fails to qualify for or secure a license from the State of Michigan or fulfill related requirements of the Genesee County Medical Control Authority shall be on a leave of absence without pay or benefits for a maximum of three (3) months, or until such firefighter is able to secure the license, whichever is first. Any firefighter who secures the necessary license during this period shall be returned to the first available position in his classification, seniority permitting. Any firefighter who has not obtained and/or maintained an EMT License shall, after expiration of the leave, be a "voluntary quit" from his position without further recourse or benefit.

Section 3. At least six (6) months prior to the expiration of the Employee's EMT License, the Employee will inform the Fire Department what required classes, if any, the Employee is lacking.

Section 4. Nothing contained in this Article serves as a limitation on the City's ability to issue discipline for failure of a firefighter to abide by the requirements contained in this Article.

ARTICLE 38 GRIEVANCE PROCEDURE

Section 1. General.

A. Except as otherwise provided in this Agreement, the grievance procedure shall serve as the exclusive means for the settlement of a dispute arising under a specific Article and Section of this Agreement.

B. A grievance is an alleged violation of a specific Article or Section of this Agreement involving application or enforcement of that Article or Section.

C. Except where calendar days are specifically provided, the word "day(s)" as used within this Article for the purpose of establishing time periods, shall mean: Monday through Friday, excluding observed holidays as set forth in the Article 18 - Holidays.

D. The time limits set forth below are considered to be maximum, but may be extended by mutual agreement, which shall be in writing.

E. No claim for wages shall be valid for more than thirty (30) calendar days retroactively from the date the grievance is first presented in writing.

F. All claims for back wages shall be limited to the amount of wages that the Employee would otherwise have earned, less any unemployment not refunded to the State of Michigan or other earnings that he may have received during the period of back pay; provided, however, that any earnings received from employment which he had prior to the incident giving rise to the grievance shall not count as a setoff to back pay.

G. The determination of a grievance which affects other Employees in a like manner, shall be applied to such other Employees in the same manner as the aggrieved Employee and is considered a class action grievance.

H. Grievances shall be submitted at Step 1 of the Grievance Procedure within ten (10) days of the event giving rise to the grievance.

I. Failure of the Union to proceed with the grievance to the next following step in the grievance procedure within the time limits specified, shall be deemed acceptance of the determination made by the City on the grievance.

J. Nothing in this Grievance Procedure shall affect the rights of Veterans to a Veterans preference hearing provided that such a veteran's preference hearing shall not affect the time limits set forth in this article. If a Veterans preference hearing is elected, the Veterans preference hearing becomes the exclusive remedy.

K. Grievances regarding discharges or suspensions of ten (10) or more days shall be submitted in writing at Step 3 of the procedure within ten (10) days of the effective date of the discharge or suspension.

Section 2. Procedure.

Step 1. The aggrieved Employee shall notify his immediate supervisor that he is aggrieved and the nature of the complaint. The immediate supervisor shall call a Union steward, and shall arrange a meeting to orally discuss the grievance. Such meeting shall be held as soon as practical but in no event more than three (3) days after the supervisor is notified of the grievance.

Step 2. If the grievance is not resolved at Step 1, the Employee and/or the Union shall submit the grievance in writing on a form provided by the Union to the Fire Chief within ten (10) days of the date of the incident giving rise to the grievance. The written grievance shall: state the facts giving rise to the grievance; state the names of the Employees involved; identify all of the provisions of this agreement alleged to be violated by appropriate reference; state the contentions of the Employee and of the Union with respect to these provisions; indicate all relief requested; identify the date and name of the immediate supervisor to whom the grievance was presented by the Employee at Step 1; identify the date and persons present at the Step 1 meeting; and, be dated and signed by the aggrieved Employee(s) and the Union.

The Union President or his/her designee and the Fire Chief (and/or the Fire Chief's designee) shall meet to discuss resolution of the grievance within fifteen (15) days of its filing at the second step. The Fire Chief shall answer the grievance, in writing, within ten (10) days following this second step grievance meeting. If the grievance is resolved at Step 2, such resolution must be reduced to writing.

Step 3. If the grievance is not resolved at Step 2, the Union President or their designee shall present the grievance to the Human Resources/Labor Relations Director within ten (10) days after receipt of the answer from the Fire Chief, or, if the Fire Chief fails to submit his answer within the prescribed time limits in Step 2, within ten (10) days after the due date of the Fire Chief's answer. The grievance to the Human Resources/Labor Relations Director shall contain a copy of the original grievance and the Fire Chief's Step 2 answer.

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

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

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

Step 4. Either party may submit the grievance to arbitration by notifying the other party in writing of the desire to arbitrate within ten (10) days from the date of the receipt of the grievance response of the Human Resources/Labor Relations Director. Such notice shall be in writing and shall identify all of the provisions of the Agreement allegedly violated, shall state the issues involved, and the relief requested. Within sixty (60) calendar days of the Union's desire to arbitrate to the Human Resources/Labor Relations Director, the Union President or his designee must notify the Human Resources/Labor Relations Director, in writing, to request an arbitrator be selected or indicate that the grievance is being withdrawn without precedent. Failure by the Union to notify the Human Resources/Labor Relations Director within this sixty (60) 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 & Power of Arbitrator.

A. If either party shall claim before the Arbitrator that a particular grievance fails to meet the test of arbitrability, the Arbitrator may, at the Arbitrator's sole discretion, proceed to decide such issue before proceeding to hear the case upon the merits.

B. The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement or supplements thereto. Nor shall the Arbitrator have the power to establish or modify any classification or wage plan (except as provided in Article 3 - Job Description/Job Classification) or rule on any claim arising under an insurance plan/policy or retirement plan.

C. The Arbitrator may, in a discharge or discipline case, modify the degree of discipline imposed by the City insofar as the Arbitrator may deem necessary for the determination of the grievance appealed to him, it being understood that in the case of a discharge which is being modified by the Arbitrator, the Arbitrator is not bound by the provision of the Article 31 - Discipline relative to length of penalty. However, in the case of discipline imposed under the Drug/Alcohol Testing Policy Agreement (Appendix A), the Arbitrator does not have the power to modify the degree of discipline imposed as specified in that Appendix.

Section 5. Arbitration Procedure. The hearing shall be held in accordance with the Uniform Arbitration Act, MCL 691.1681 et seq., and the rules established by the Arbitrator. At the time of the Arbitration Hearing, both the City and the Union shall have the right to examine and cross-examine witnesses. Upon request of either the City or the Union, or the Arbitrator, a transcript of the hearing shall be made. At the close of the hearing, the Arbitrator shall afford the City and the Union a reasonable opportunity to furnish briefs. The Arbitrator's decision must be rendered in writing within 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, his travel expenses, and the cost of any room or facilities and the expenses of the arbitration shall be borne equally by the parties. The expense of a stenographer and/or transcript, if any, including the cost of providing copies of the transcript to the adverse party and the Arbitrator shall be borne by the party requesting 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 his jurisdiction and authority established by this Agreement, shall be final and binding upon the Union, the Employer or Employees involved, and the City.

Section 8. Individual Grievances. Individual Employees may present grievances to the Employer and have grievances adjusted, without intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given opportunity to be present at such adjustment.

ARTICLE 39 WORKERS' COMPENSATION

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

A. The City shall provide health, dental, optical, and life insurance coverage on the same terms and with the same benefit levels as offered to current regular Employees while an Employee is on Workers' Compensation leave for up to twelve (12) months. The Employee must continue to pay their portion of the premiums as otherwise required by the contract.

B. If an Employee on Workers' Compensation returns to work but fails to remain in active employment with the Employer for at least six (6) consecutive months, the Employer will consider any subsequent period on Workers' Compensation a continuation of the original period of leave for purposes of application of the six (6) month limitation for health, dental, optical, and life insurance coverage; provided that, if the Employee can demonstrate by clear and convincing evidence that a subsequent period of disability is caused by a different injury or condition, that subsequent period will not be deemed a continuation of the original period of leave for purposes of application of this paragraph.

C. At such time as an Employee returns to work from a compensable injury or illness, the Employee shall receive seniority credit for the period during which Workers' Compensation was paid.

D. If recognized as a job related injury, the Employee will be paid full wages for the balance of the Employee's regular shift. In addition, for the next seven (7) calendar days or less thereafter, that the Employee is off work, the Employee will be compensated the difference between what is paid by Workers' Compensation and 80% of the Employee's regular rate of pay.

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

ARTICLE 40 DISABILITY INSURANCE PROGRAM & LIGHT DUTY

Section 1. Disability Insurance Program.

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

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 City. Employees are bound by the terms and conditions of the carrier which are not subject to the grievance procedure.

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

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

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

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

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

Section 2. Light Duty.

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

B. The number of available light-duty assignments, if any, is determined by the Chief. Such light-duty assignments are temporary and intended not to last longer than six (6) months, unless extended at the discretion the Chief.

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

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

E. Employees from outside the Fire Bargaining Unit may be as assigned to light duty assignments within the Fire Bargaining Unit at the discretion of the Fire Chief if a position is available for such work that the Employee has the skills to perform and is within the Employee's restrictions.

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

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

ARTICLE 41 DENTAL AND OPTICAL INSURANCE

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

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

Section 3. Dental and Optical coverage will be continued while an Employee is on an authorized disability leave as provided in Article 40 – Disability Insurance Program & Light Duty, if the Employee is otherwise eligible. The Employee shall be obligated to pay his or her premium share, within fourteen (14) days of established due date or insurance coverage will be cancelled.

ARTICLE 42 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 carriers/plans:

1. BSBSM Community Blue PPO Plan CB 12 PPO with \$1,000/\$2,000 deductible and \$10, \$40, \$80 (30 day supply) prescription drug coverage;

2. Health Alliance Plan (HAP) HMO and \$20, \$40, \$60 (30 day supply) prescription drug coverage;
3. McLaren Health Plan POS and \$10, \$25, \$50 (30 day supply) prescription drug coverages.

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

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

C. The Employer may, at its discretion, amend the health coverage plans offered, add new health coverage plans, or remove health coverage plans. The Employer may change the open enrollment periods for existing health coverage plans, but not more often than twice annually.

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

Section 2. Future Retiree Health Coverage. 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.

1. Full-time Employees hired on or after April 25, 2012, are not eligible for Employer-paid retiree health care coverage. Instead, the Employer shall establish a Retiree Medical Savings Account (RMSA) or other IRS-qualifying savings plan for each affected Employee. The accounts may be

used by the Employee, their spouse, or their dependents to offset the cost of healthcare after the Employee retires or separates from service. MERS shall administer the RMSA program as described herein. The MERS Plan document, policies and procedures of MERS shall control the administration of the program.

2. For all full-time Employees hired on or after April 25, 2012, the Employer shall contribute to the Employee's RMSA \$57.70 per pay period for time worked for which the Employee has more than 40 hours of straight time pay, beginning with the date of hire. Effective the first pay period after July 1, 2014 Employees shall make a pre-tax contribution to the Employee's RMSA (through payroll deduction) of \$23.08 per pay period for time worked for which the Employee has more than 40 hours of straight time pay. Additionally, an Employee may contribute additional amounts on a post-tax basis through payroll deduction.
3. Employees shall be one hundred percent (100%) vested at all times on their own Employee contributions and investment earnings. Employees shall be vested on Employer contributions and investment earnings according to the following schedule:

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

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

B. 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.

C. Employees hired before April 25, 2012.

1. Employees Vested for Regular Retirement On or before December 31, 2014.
 - a. Full-time Employees whose rights to a non-deferred defined benefit pension vested by virtue of the Employee's age and service on or before December 31, 2014, may, upon retirement, elect

health care benefits for the Employee, the Employee's spouse, and the Employee's dependents in existence at the time of retirement, on the same terms going forward and with the same benefit levels as offered to current regular Employees. The Employer's contribution toward health care coverage for such retirees not eligible for Medicare will be limited to the amount contributed for the lowest cost medical portion of the Medicare Supplemental or Medicare Advantage plans provided to retirees pursuant to Section 2(C)(1)(b), of this Article, plus the Employer's cost of prescription drug coverage provided to eligible Employees and retirees pursuant to this section.

- b. A City of Flint retiree who becomes eligible for Medicare, must enroll in and pay for Medicare Parts A and B. 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 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, but the spouse or dependent child must enroll in and pay for Medicare Part A and B. If PA 152 of 2011 is repealed, the Employer shall pay 80% of the annual premium.
- c. 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.
- d. Employees who participate in a high-deductible health coverage plan at the time of retirement and who are eligible to deposit monies into an HSA as defined by federal regulations shall receive an annual contribution to the retiree's HSA equal to fifty percent (50%) of the applicable contribution amount provided to active Employees pursuant to this Article.
- e. 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.

- f. 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 care 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.
- g. 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.

2. Employees Not Vested for Regular Retirement On or before December 31, 2014.

- a. Full-time Employees whose rights to a non-deferred defined benefit pension did not vest on or before December 31, 2014, may, upon retirement, elect health care benefits for the Employee only on the same terms going forward and with the same benefit levels as offered to current regular Employees. The Employer's contribution toward health care coverage for such retirees not eligible for Medicare will be limited to the amount contributed for the lowest cost medical portion of the Medicare Supplemental or Medicare Advantage plans provided to retirees pursuant to Section 2(C)(2)(b), of this Article, plus the Employer's cost of prescription drug coverage provided to eligible Employees and retirees pursuant to this section.
- b. A City of Flint retiree who becomes eligible for Medicare, must enroll in and pay for Medicare Parts A and B . 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.
- c. 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.

- d. Employees who participate in a high-deductible health coverage plan at the time of retirement and who are eligible to deposit monies into an HSA as defined by federal regulations shall receive an annual contribution to the retiree's HSA equal to fifty percent (50%) of the applicable contribution amount provided to active Employees pursuant to Section 1 of this Article.
- e. 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.
- f. 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 the end of the month during the month in which 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 40 – Disability Insurance Program & Light Duty, if the

Employee is otherwise eligible. The Employee shall be obligated to pay his or her premium share, if any, within 14 days of established due date or insurance coverage will be cancelled.

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 43 LIFE INSURANCE

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

Section 2. This insurance coverage will begin the first day of the month following the Employee's obtaining permanent full-time status. The coverage shall be discontinued on the day the Employee's services are terminated, the Employee quits, retires, is laid off, or is otherwise not on the payroll; provided, however, such insurance coverage will be continued for an Employee who is on an approved leave of absence without pay for a period not to exceed six (6) months. 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.

Section 3. Forms will be made available by the Employer whereby the Employee may designate a beneficiary on this life insurance coverage and in the event no beneficiary is designated, the policy will be payable to the Employee's estate.

Section 4. Life Insurance Coverage will be continued while an Employee is on an authorized disability leave as provided in Article 40 – Disability Insurance Program & Light Duty, if the Employee is otherwise eligible. The Employee shall be obligated to pay his or her premium share, if any, within fourteen (14) days of the established due date or insurance coverage will be cancelled.

ARTICLE 44 PAYMENT IN LIEU OF INSURANCE

Employees who are eligible for hospitalization insurance, at City expense, pursuant to Article 42, Hospitalization Insurance, but who elect not to be covered by such insurance shall be entitled to payment of up to one thousand two hundred dollars (\$1,200.00) during the year. The City will make such payment to eligible Employees in twelve (12) monthly installments of \$100 per month. The payment shall be made as an adjustment to a regular paycheck, and only those Employees who are entitled to a regular pay check shall be entitled to the payment in lieu of insurance coverage. Payment in lieu of insurance and elections to not be covered by hospitalization insurance are subject to the Employee meeting the requirements for opting out of insurance coverage established by the City and completing any required certifications.

ARTICLE 45 RETIREMENT

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, including investments and payments, except as otherwise provided below.

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

Section 2. Defined Benefit Plan. The Defined Benefit Plan is for all Employees hired prior to January 1, 2014. The provisions in this section apply to the administration of the Defined Benefit Plan only.

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

B. Frozen Benefit. Notwithstanding anything to the contrary as may contain herein, Employees hired prior to May 1, 2012, shall have the portion of their pension earned for credited service time prior to May 1, 2012, calculated in accordance with the provisions of the parties' expired collective bargaining agreement. Effective May 1, 2012, the multiplier for these Employees shall be 2.25% for all credited service time earned on and after May 1, 2012 or date of hire, whichever is later.

C. Final Average Compensation. Final Average Compensation (FAC) will be computed using the average of the highest 3 consecutive or non-consecutive one year pay blocks out of the last 5 years of reported wages as reported to MERS by the Municipality. Wages outside of last 5 years will not be used in determining FAC and individual months cannot be used in more than 1 of the 3 pay blocks. In addition, a lump sum payment up to 240 hours of leave time paid upon termination will be added to the calculation of Compensation prior to the averaging of compensation to determine the FAC. (For example: $FAC = \frac{2010 + 2012 + 2013 + \text{value of 240 hours of leave time}}{3}$ = FAC.)

D. The annual Employee contribution is 9.5% on all wages earned. Effective January 1, 2015, the Employee annual contribution is 9.5% on all gross base wages earned.

E. Retirement Eligibility

1. Employees who have accumulated 120 months (10 years) of service credits in accordance with this Article, and who have reached the age of fifty-five (55) years during their employment, are eligible to retire and to receive a pension benefit calculated in accordance with this Article.
2. Employees who have accumulated 276 months (23 years) of service credits in accordance with this Article, are eligible to retire and to receive a pension benefit calculated in accordance with this Article.
3. Deferred Retirement. Employees who leave the employment of the City with 180 months (15 years) of service with their employment terminated will receive their retirement benefit when they reach the age of fifty-five (55).

F. Duty related disability benefits are subject to MERS processes and approval with the disability being the natural and proximate result of on-the-job injury. There are no vesting requirements. Benefits will be paid if the member is determined to be disabled under MERS definition. The benefit will be the greater of the result of the applicable defined benefit formula or 20% of the FAC. The pension benefit will be recalculated by granting additional service credit when Employee would have had twenty-five (25) years of service or if the municipality notifies MERS that state workers' compensation payments have ceased. For individuals who retired prior to joining MERS, their benefits will only be offset by workers' compensation income. Individuals who retire after joining will be subject to the MERS income limitations.

G. Non-Duty related disability benefits are subject to MERS processes and approval. The member must have ten (10) years of service in order to qualify. Benefits will be paid if the member is determined to be disabled under MERS definition. The benefit will be computed as the result of the defined benefit formula without regard to a minimum. Benefits are not offset by income earned from a future job for individuals who retired before January 12, 2015. Individuals who retire after January 12, 2015, are subject to MERS disability offset rules.

H. Duty related death benefit has no vesting requirements. The surviving spouse will receive the greater of the result of the defined benefit formula or 40% of the FAC. If the member dies with no spouse, any children would equally share in not less than 50% of the member's straight life benefit until twenty-one (21) or married. A survivor beneficiary would receive a portion of a vested member's straight life benefit.

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

J. All MERS Joint and Survivor options pop-up to Straight Life if the beneficiary predeceases the retiree.

K. Subject to MERS authorizing an annuity withdrawal option, the Employer agrees to adopt such option, subject to MERS rules. The annuity withdrawal option provides a lump sum distribution of Employee contributions to the plan except for Employee contributions remitted for the purposes of purchasing additional service. This lump sum would include interest on the contributions. The monthly pension benefit would be reduced as a result of the Annuity Withdrawal Payout. The Annuity withdrawal is not available under the DB portion of the Hybrid plan.

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

A. Service Credit purchases are not allowed in the Hybrid plan.

B. Defined Benefit Component

1. Benefit Multiplier shall be 1.75% for service credit earned. Employees will be credited with one month of service if they work a minimum of eighty (80) hours in that month.
2. Final Average Compensation (FAC) will be computed using the average of the highest consecutive three (3) year or thirty-six (36) month period of earnings from the member’s entire work history as reported to MERS by the Municipality.
3. 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.
4. Employees who leave the employment of the City with seventy-two (72) months or six (6) years of service credits, but who have not attained the age of sixty (60) years, are eligible to receive a pension benefit calculated in accordance with this Article, once they attain the age of sixty (60).

C. Defined Contribution Component

1. Employees hired after the MERS Hybrid Effective Date are required to make a one time, irrevocable election to contribute between 1% and 5% (increments of 1%), at the Employee’s election upon hire, of compensation on a bi-weekly basis, to the extent that the underlying employment contract in effect at the time of hire so provides for such an election.

2. Employees hired before the MERS Hybrid Effective Date are required to contribute 5%.
3. The Employer will match the Employee's contribution up to 5% of compensation of each Employee on a bi-weekly basis, subject to reduction based on the 10% Employer cap elected by the Employer in the Adoption Agreement. If the Employer cap is hit, the Employer will not contribute to the defined contribution component and the Employee will be responsible for any additional Employer contributions owed above the cap for defined benefit if applicable.
4. Employees shall be 100% vested at all times on their own contributions. They will vest on the Employer contributions according to the following schedule: After 1 year of service, 20% vested; after 2 years, 40% vested; after 3 years, 60% vested; after 4 years, 80% vested; after 5 years, 100% vested.

ARTICLE 46 PROMOTIONS

Section 1. In the event the City, during the term of this Agreement, establishes a new or different testing procedure or eligibility requirements for promotions, other than those hereinafter set forth, the City will notify the Union of such changes and will meet and confer with the Union upon written request within three (3) calendar days of the notice. In the event the parties are unable to agree, the City shall have the right and discretion to modify the promotional process as it deems appropriate.

Section 2. The City shall have the right to select among the top five (5) ranked eligibles and candidate(s) within 5% of the highest score, whichever provides the greatest number of eligible candidates. If there is a tie, same scores will be included.

Section 3. Eligibility.

A. Promotion to Fire Suppression Sergeant:

1. Three (3) years of experience in the City of Flint Fire Department as a Firefighter/EMT immediately prior to the application deadline.
2. Successful completion of Fire Officer I and II (or Company Officer) courses, or fifteen (15) or more college credit hours directly related to fire service, verified by transcript from an accredited college institution as of the filing deadline.

B. Promotion to Fire Prevention Inspector/Sergeant:

1. Three (3) years of experience in the City of Flint Fire Department as a Firefighter/EMT immediately prior to the application deadline.
2. Must become certified by the State of Michigan to be a Fire Prevention Inspector at first opportunity within probationary period. (Failure will result in demotion to previously held position).
3. Successful completion of Fire Officer I and II (or Company Officer) courses, or fifteen (15) or more college credit hours directly related to fire service, verified by transcript from an accredited college institution as of the filing deadline.

C. Promotion to Fire Suppression Lieutenant:

1. At least two years of experience as a Fire Suppression Sergeant in the City of Flint Fire Department immediately prior to the application deadline.
2. Successful completion of Fire Officer I, II and III (or Company Officer), or thirty (30) or more college credit hours directly related to fire service verified by transcript from an accredited college institution as of the filing deadline.

D. Promotion to Fire Prevention Inspector/Lieutenant:

1. At least two years of experience as a Fire Prevention Inspector/Sergeant in the City of Flint Fire Department immediately prior to the application deadline.
2. Must be currently certified by the State of Michigan as a Fire Prevention Inspector and thereafter maintain the certification as a condition of employment.
3. Successful completion of Fire Officer I, II and III (or Company Officer), or thirty (30) or more college credit hours directly related to fire service, verified by transcript from an accredited college institution as of the filing deadline.

E. Promotion to Captain:

1. At least two years of experience as a Fire Suppression Lieutenant immediately prior to the application deadline. However, if there are not enough candidates with at least two years of experience as Fire Suppression Lieutenant, the City may modify the experience requirement with the agreement of the Union.

2. Successful completion of Fire Officer I, II and III (or Company Officer), and fifteen (15) or more college credit hours directly related to fire service, verified by transcript from an accredited college institution as of the filing deadline.

F. Promotion to Battalion Chief:

1. At least two years of experience as Captain immediately prior to the application deadline. However, if there are not enough candidates with at least two years of experience as Captain, the City may modify the experience requirement with the agreement of the Union.
2. Successful completion of Fire Officer I, II, and III, and fifteen (15) or more college credit hours or more directly related to fire service, verified by transcript from an accredited college institution as of the filing deadline.

G. Promotion to Safety Training Officer:

1. At least one year of experience as a Fire Suppression Lieutenant in the City of Flint Fire Department immediately prior to the application deadline.
2. Must be certified as State Fire Services Instructor within one (1) year of appointment. (Failure will result in demotion to previously held position).
3. Successful completion of Fire Officer I, II, and III, and fifteen (15) or more college credit hours directly related to fire service, verified by transcript from an accredited college institution as of the filing deadline.

H. Promotion to Quartermaster:

1. At least three (3) years of experience as a City of Flint Firefighter/EMT at time of filing deadline.

I. Promotion to EMS Coordinator:

1. At least five (5) years of experience as a City of Flint Firefighter/EMT, certified as a Paramedic, certified in CPR, and licensed as a BLS Instructor at time of filing deadline.
2. Successful completion of Fire Instructor I & II.

3. Must be certified as a Fire Inspector within one (1) year of appointment. (Failure will result in demotion to previously held position).

Section 4. Date of Eligibility. At time of filing deadline of application.

Section 5. General. Other requirements are provided for in the position description for each of the positions mentioned above.

Section 6. An Employee shall be allowed, upon his request, time off without loss of pay for the purpose of taking any written or oral exam concerned with promotion, when such examination is administered by the City of Flint Human Resources Department and where the Employee is eligible to take such examination.

ARTICLE 47 LEGAL COUNSEL

Section 1. Whenever any claim is made or any civil action is commenced against an Employee for injuries to persons or property caused by negligence or other acts of the Employee while in the course of his employment, and while acting within the scope of his authority, the Employer will pay for or furnish the services of an Attorney to advise the Employee as to the claim and to appear for and represent the Employee in the action.

Section 2. The Employer may compromise, settle and pay such claim before or after the commencement of any civil action. Whenever any judgment or damages, excluding punitive damages, is awarded against an Employee as the result of any civil action for personal injuries or property damage caused by the Employee while in the course of his employment, and while acting within the scope of his authority, the Employer will indemnify the Employee and will pay, settle, or compromise the judgment. The chief Legal Officer will make the selection of the Attorney or Attorneys to represent the Employee in any particular case, and allow the Employee to object to the selection if he has cause to do so.

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

Section 4. If the City decides that it will not indemnify an Employee or provide legal counsel in defense of a civil action because an Employee was not acting in the course of employment or in the scope of their authority, the City shall notify the Employee of such decision before the City adopts that position in the civil proceeding.

ARTICLE 48 NO STRIKE/NO LOCKOUT

Section 1. It is the intent of the parties of this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Union agrees that during the life of this Agreement, the Union shall not cause nor shall any member of the Union take part in

any strike or refusal to work. For purposes of this Agreement the term “strike” shall mean any concerted activity resulting in a failure to report for duty, willful absence from a position or a stoppage or abstinence in whole or in part from the full and proper performance of lawful duties.

Section 2. The Union agrees that it will take prompt affirmative action to prevent or stop any strike or refusal to work of any kind on the part of its members by notifying the Employees that it disavows these acts.

Section 3. During the life of this Agreement, the Union shall not cause its members, nor shall any member of the Union engage in any strike because of a labor dispute between the City and any other labor organization.

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

ARTICLE 49 MAINTENANCE OF STANDARDS

This Agreement, including any historically agreed upon practices, and any written supplemental agreements, shall be in effect until such time as they are modified by a successor collective bargaining agreement.

ARTICLE 50 INTEGRATION

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or ratified this Agreement.

ARTICLE 51 SEPARABILITY AND SAVINGS CLAUSE

Section 1. If any Article, Section, Appendix or portion thereof of this Agreement shall be invalid by operation of law or held invalid by any tribunal or court of competent jurisdiction, or if compliance with any Article, Section, or Appendix shall be restrained by any such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article, Section, or Appendix to persons or circumstances other than those which it is invalid, or has been held invalid or compliance with has been restrained, shall not be affected thereby.

Section 2. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

Section 3. Any provision of any prior agreement between the parties, including, but not limited to, a letter of understanding or memorandum of understanding, not contained in this Agreement,

shall be considered null and void with no further force or effect. This does not apply to any letter of understanding or memorandum of understanding entered into by the parties after this Agreement is signed.

ARTICLE 52
DURATION OF AGREEMENT

Section 1. This Agreement shall be effective from the date of ratification by both parties through June 30, 2021, and shall continue thereafter for successive periods of one (1) year, unless either party shall at least thirty (30) days prior to June 30, 2021, and each June 30 thereafter, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement.

Section 2. An emergency manager appointed under the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575, will have such authority relative to the terms of this Agreement as provided under the Act.

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

Dated in Flint, Michigan, the _____ day of _____, 2018.

FOR THE UNION:

FOR THE CITY:

APPENDIX A DRUG/ALCOHOL TESTING POLICY

Section 1. Statement of Policy.

It is the policy of the City of Flint that the public has the right to expect persons employed by the City in its Fire Department and 911 Center will be free from the effects of drugs and alcohol. The City, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of the employees of the Police Unions.

Section 2. Effectuation.

This modified policy will go into effect on 7/1/14 or as soon thereafter when ratified or imposed.

Section 3. Prohibitions.

Employees shall be prohibited from:

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

Section 4. Drug and Alcohol Testing Permitted.

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

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

(B) Random Testing. During the workday, employees are subject to random testing for drugs and/or alcohol.

The annual number of such random tests shall total approximately 20% of the number of employees covered by their collective bargaining agreement. Of the 20%, 50% can be hair tests. Such tests will be conducted quarterly.

The City and the Union will develop a system to draw random names on the date and time set by the City for the random testing to occur. The City will determine how many tests will be drug and how many will be alcohol. The Union will be contacted just prior to the testing time.

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

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

Also, all Apparatus Operators will be tested annually (at a date and time to be determined by the City). Also newly hired or promoted Apparatus Operators will be tested prior to working their first day.

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

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

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

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

Section 5. Order to Submit to Testing.

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

Section 6. Test to be Conducted.

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

- (a) The lab performing drug tests shall be federally certified to do drug testing and agreed to by the Union and the City. The facility collecting and testing breath specimens shall hold all legally necessary licenses and be agreed to by the Union.
- (b) Drug tests will involve both urine and hair samples. Alcohol tests will consist of breath samples. Strict chain of custody procedures must be followed for all samples. The Union and the City agree that the security of the specimens is absolutely necessary. Therefore, the City agrees that if the chain of custody of a sample is broken in any way, any positive test shall be invalid and may not be used for any purpose (unless the City demonstrates that the break did not affect the reliability or accuracy of the results).
- (c) A split urine sample shall be collected in all cases of drug testing for an independent analysis in the event of a positive test result. All urine samples must be stored and preserved in a manner that conforms to DOT guidelines.
- (d) The City's drug testing lab will confirm any urine sample that tests positive in initial screening for drugs by testing a portion of the same sample by gas chromatography/mass spectrometry (GC/MS).
- (e) The City will provide employees who test positive for drugs with an opportunity to have the split urine specimen tested by a separate clinic, at the employee's own expense, providing the employee notifies the City within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this Contract.
- (f) The City will require that its drug testing lab and breath testing facility report that a specimen is positive only if both the initial screening and confirmation test are positive. Drug tests results shall be evaluated by the Medical Review Officer in a manner to ensure that an employee's legal drug use and diet are properly taken into account when evaluating the test results. For the purpose of this Article, a positive drug test result means the presence of drugs and/or their metabolites in an employee that equals or exceeds the levels set forth in Section 7, below. The

parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or form adverse to the employee's interests.

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

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

Section 7. Drug Testing Standards.

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

	Initial Test Level	Confirmatory
Marijuana metabolites.....	50ng/ml	15 ng/ml
Cocaine metabolites.....	300ng/ml	150 ng/ml
Opiate metabolites*.....	2000ng/ml	
6-Acetyl morphine		10 ng/ml
Morphine		2000 ng/ml
Codeine		2000 ng/ml
Phencyclidine.....	25ng/ml	25 ng/ml
Amphetamines.....	1000ng/ml	500 ng/ml

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

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

(D) Medical Review Officer ("MRO"). The Medical Review Officer shall be chosen and agreed upon between the Union and the Employer and must be a licensed physician who is familiar with

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

Section 8. Consequences for policy violations/Disciplinary Action.

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

- A. Positive Alcohol Test (Range 1). Any Fire Union employee who undergoes any type of alcohol testing, and subsequently receives a positive test result indicating an alcohol concentration level of greater than or equal to 0.02 but less than 0.04 shall be immediately suspended from their safety-sensitive position for a period of twenty-four (24) hours. During this period, the employee shall be on without pay status, unless they utilize PTO as outlined under 1st offense.
- B. Failure to provide 45 milliliters of urine for a drug test. In the event that an employee is unable to provide 45 ml of urine for any type of drug test within a three (3) hour period beginning from the time the employee arrives at the collection site, he will be referred to a physician of the City's choosing who shall make a determination as to whether the inability to provide the required specimen is the result of a pre-existing physical condition. The examining physician shall submit a report, in writing, to the MRO who shall then make a determination as to whether the test shall be reported as a negative or a positive.
- C. Positive Alcohol Test (Range 2). Any Fire Union employee who receives a positive test result indicating an alcohol concentration level equal to or greater than 0.04, shall be subject to the following disciplines:

FIRST OFFENSE

- 1. Immediate suspension without pay.
- 2. The employee must undergo a substance abuse evaluation through the EAP within a time frame set by a member of the Labor Relations department professional staff. In general, this time period

shall not exceed a period of one (1) month from the date of suspension.

3. The employee must comply with all of the EAP's recommendations for treatment/rehabilitation (if any), among other things.
4. The Employee will be required to sign a release to allow the city to obtain progress reports as it relates to attendance, cooperation, completion or non-completion of recommended follow up counseling or other treatment.
5. The EAP will be required to evaluate the Employee for compliance. Once the EAP has determined that the Employee is complying with treatment programs and procedures, they will contact the City.
6. The Employee must then undergo and pass a return to duty drug test and/or alcohol test as defined by this policy to return to work.

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

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

SECOND OFFENSE

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

D. Positive Drug Test.

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

Split Sample: In the event of a positive drug test, a split sample can be requested and paid for by the employee. Split sample collection simply involves the

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

Section 9. COSTS.

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

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

Section 10. Conflict With Other Laws.

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

APPENDIX B COMPENSATION SCHEDULES

Firefighter								
City Seniority	First 12 Months	Beginning Year 2	Beginning Year 3	Beginning Year 4	Beginning Year 5	Beginning Year 7	Beginning Year 9	Beginning Year 11
Hourly	\$12.00	\$13.20	\$14.52	\$15.97	\$17.57	\$19.33	\$21.26	\$21.47
Annual (2620.8)	\$31,449.60	\$34,594.56	\$38,054.02	\$41,854.18	\$46,047.46	\$50,660.06	\$55,718.21	\$56,268.58

Firefighter Trainee		
City Seniority	First 12 Months	Beginning Year 2
Hourly	\$10.00	\$11.00
Annual (2620.8)	\$26,208.00	\$28,828.80

Firefighters Second Driver								
City Seniority	First 12 Months	Beginning Year 2	Beginning Year 3	Beginning Year 4	Beginning Year 5	Beginning Year 7	Beginning Year 9	Beginning Year 11
Hourly	\$12.10	\$13.30	\$14.62	\$16.07	\$17.67	\$19.43	\$21.36	\$21.57
Annual (2620.8)	\$31,711.68	\$34,856.64	\$38,316.10	\$42,116.26	\$46,309.54	\$50,922.14	\$55,980.29	\$56,530.66

Sergeant & Apparatus Operator				
STEPS	1st Year	2nd Year	3rd Year	4th Year
Hourly	\$21.75	\$21.97	\$22.19	\$22.41
Annual (2620.8)	\$57,002.40	\$57,578.98	\$58,155.55	\$58,732.13

Lieutenant				
STEPS	1st Year	2nd Year	3rd Year	4th Year
Hourly	\$22.50	\$22.95	\$23.41	\$23.88
Annual (2620.8)	\$58,968.00	\$60,147.36	\$61,352.93	\$62,584.70

Battalion Chief				
STEPS	1st Year	2nd Year	3rd Year	4th Year
Hourly	\$27.25	\$27.80	\$28.35	\$28.92
Annual (2620.8)	\$71,416.80	\$72,858.24	\$74,299.68	\$75,793.54

Safety Training Officer				
STEPS	1st Year	2nd Year	3rd Year	4th Year
Hourly	\$36.15	\$36.69	\$37.24	\$37.80
Annual (2080)	\$75,192.00	\$76,315.20	\$77,459.20	\$78,624.00

Fire Prevention Lieutenant				
STEPS	1st Year	2nd Year	3rd Year	4th Year
Hourly	\$28.00	\$28.70	\$29.42	\$30.15
Annual (2080)	\$58,240.00	\$59,696.00	\$61,193.60	\$62,712.00

Quartermaster								
City Seniority	First 12 Months	Beginning Year 2	Beginning Year 3	Beginning Year 4	Beginning Year 5	Beginning Year 7	Beginning Year 9	Beginning Year 11
Hourly	\$24.00	\$24.72	\$25.46	\$26.23	\$27.01	\$27.82	\$28.66	\$29.52
Annual (2080)	\$49,920.00	\$51,417.60	\$52,956.80	\$54,558.40	\$56,180.80	\$57,865.60	\$59,612.80	\$61,401.60

EMS Coordinator				
STEPS	1st Year	2nd Year	3rd Year	4th Year
Hourly	\$33.00	\$33.83	\$34.67	\$35.54
Annual (2080)	\$68,640.00	\$70,366.40	\$72,113.60	\$73,923.20

Administrative Clerk								
City Seniority	First 12 Months	Beginning Year 2	Beginning Year 3	Beginning Year 4	Beginning Year 5	Beginning Year 7	Beginning Year 9	Beginning Year 11
Hourly	\$20.50	\$21.12	\$21.75	\$22.40	\$23.07	\$23.77	\$24.48	\$25.21
Annual (2080)	\$42,640.00	\$43,929.60	\$45,240.00	\$46,592.00	\$47,985.60	\$49,441.60	\$50,918.40	\$52,436.80

Captain				
STEPS	1st Year	2nd Year	3rd Year	4th Year
Hourly	\$24.00	\$24.48	\$24.97	\$25.47
Annual (2620.8)	\$62,899.20	\$64,157.18	\$65,441.38	\$66,751.78

Fire Prevention Sergeant				
STEPS	1st Year	2nd Year	3rd Year	4th Year
Hourly	\$26.00	\$26.52	\$27.05	\$27.59
Annual (2080)	\$54,080.00	\$55,161.60	\$56,264.00	\$57,387.20

APPENDIX C
FIRE SUPPRESSION VACATION SCHEDULING AGREEMENT

Section 1. Definitions.

- A. Scheduled PTO picks shall be those PTO picks chosen between March 1 to 15 and take effect April 1st.
- B. Picks that are scheduled, cancelled and then re-picked before 2000 hours the day of cancellation are also scheduled picks.
- C. All other picks shall be considered unscheduled picks.

Section 2. Total Number of Employees Allowed on PTO.

- A. Group No.1 = Non-officers (Firefighter Trainees, Firefighter EMTs, Firefighter Second Drivers, and Apparatus Operators)
Group No.2 = Officers (Sergeants and Lieutenants)
Group No.3. Battalion Chiefs and Captains
- B. Group No. 1 will be allowed three (3) people.
Group No. 2 will be allowed one (1) person.
Group No. 3 will be allowed one (1) person.

This is subject to the Following exceptions:

- 1. A PTO request on the day of the request will be granted only if it does not result in more than three (3) people from Group No.1 and/ or more than one (1) person from Group No. 2 being on PTO.
- C. Group No. 2 will be allowed additional people to be on an unscheduled basis if it does not create "overtime" for either Officers or Firefighters. These additional days will be granted on the day being requested for PTO or on their preceding duty day.
- D. Additional PTO days may be allowed at the discretion of the Chief or his designee.

Section 3. Scheduled PTO.

- A. All scheduled PTO will be turned in to the Chief by March 16th for that calendar year vacation picks. It will take effect April 1.
- B. All scheduled PTO picks shall consist of a minimum of twenty-four (24) hours beginning at 0800 hours of the first day scheduled up to a maximum of ninety-six (96) hours.

C. PTO shall be picked by departmental seniority within their respective groups.

D. When an Employee is offered the opportunity for a PTO pick, a selection has to be made within one (1) hour, except for extenuating circumstances and with the approval of the Battalion Chief between 0800 and 2100 hours. The first opportunity to exercise a PTO pick constitutes the 1st scheduled PTO pick. If no picks are left with the station officer or the person coordinating the PTO schedule then the Employee picking will be passed with the approval of the Battalion Chief.

E. Employees may pick as much scheduled PTO as they can accrue by the time of the scheduled pick.

F. The Employee's first pick can be cancelled. An Employee must have enough PTO hours accrued to cover the hours in their first pick.

Section 4. Unscheduled PTO Picks.

A. All unscheduled PTO picks shall be requested first through the station officer. If the station officer is not available, the request shall be channeled through the Battalion Chief.

B. Unscheduled PTO request of one or more days may be granted (subject to the restrictions contained in Section 4 and Section 2, B 1 through 3 above) up to fifteen (15) calendar days in advance. During the time of an emergency, unscheduled picks may be denied at the discretion of the Battalion Chief.

C. Unscheduled PTO request of twelve (12) or twenty-four (24) hours shall begin at 0800 hours or 2000 hours and shall be requested from 0800 to 1700 hours only.

D. Unscheduled PTO request of six (6) hours may be granted and must be scheduled between the hours of 0200 and 2300. If the six (6) hour request is attached to a twelve (12) hour request the six (6) hour request must begin at 1400 hours and must be attached to a twelve (12) hour request beginning at 2000 hours. Only a single six (6) hour request per member will be granted in a twenty-four (24) hour work shift, on the day of its use and granted at roll call only. Six (6) hour PTO request that necessitate the calling in of overtime may be granted at the discretion of the Fire Chief.

E. Unscheduled PTO will not be allowed unless the employee has accumulated enough time to cover any scheduled PTO days in addition to the unscheduled time requested.

F. Even though there are minimum numbers allowed to be on PTO at any one time at each level (3-1-1), it is the Battalion Chief's discretion if he wants to grant more than the 3-1-1 on PTO on any given day as long as the Chief approves it and it does not cause overtime.

Section 5. Transfers.

A. In case of a non-requested transfer, members transferred will retain their previous PTO picks.

B. In case of a voluntary transfer to another shift, members will retain their previous PTO picks only with the permission of the Chief. If not possible, member transferred will have the first choice of the transfer. In the case of promotion the person will retain their first pick.

C. Scheduled PTO picks made available by an employee's transfer that are not picked by another employee transferred will be made available to the group immediately.

Section 6. Cancellation of PTO Days.

A. An Unscheduled PTO pick cannot be cancelled by the member.

B. Scheduled picks may only be cancelled in twenty-four (24) hour increments.

C. An employee wishing to cancel scheduled twenty-four (24) hour pick(s) shall inform their immediate supervisor no later than 1200 hours of the last normally scheduled duty day prior to the PTO day. These request shall be granted.

D. Any twenty-four (24) hour pick cancelled by 1200 hours on the duty day prior to the PTO shall be made available as a scheduled pick to the group until 1700 hours on the day of cancellation.

E. Any twenty-four (24) hour pick not picked up by 1700 hours on the day of cancellation shall be considered an unscheduled day and will then become available, subject to the provisions of section 2 and 4, above, fifteen days in advance.

F. An employee may request to cancel a scheduled PTO day no later than 1200 hours of their last normal scheduled duty day. The grant or denial of this request shall be at the sole discretion of the Fire Chief or his designee. If cancellation is allowed it will be made available as an unscheduled vacation pick.

Section 7. Miscellaneous.

Employees shall be allowed to exercise time trades with pay (WP) on the day they are scheduled to work provided that said time is traded with an employee possessing the skills required (driver with driver, FF with FF, etc.) by the department on that day of the originally scheduled employee.

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7/23/18

LETTER OF AGREEMENT

Between

THE CITY OF FLINT

and

FLINT FIREFIGHTERS UNION, LOCAL 352

Lump Sum Payments

THIS LETTER OF AGREEMENT (“LOA”) is entered into on June __, 2018, by and between the City of Flint (“City”) and the Flint Firefighters Union, Local 352 (“Union”).

RECITALS

WHEREAS, the City and Union have entered into a series of Collective Bargaining Agreements (“CBA”), with the most recent in effect until June 30, 2009; and

WHEREAS, on January 12, 2015, pursuant to Michigan’s Public Act 436 of 2012, Local Financial Stability and Choice Act, MCL 141.1541 *et seq.* (“PA 436”), the Emergency Manager, Darnell Earley, ordered the imposed terms and conditions of employment between the City and Union (“Imposed Contract”); and

WHEREAS, the Imposed Contract was in effect through June 30, 2016; and

WHEREAS, the parties recently negotiated a successor CBA, which was ratified on June __, 2018 and is in effect until June 30, 2021 (“2018 CBA”); and

WHEREAS, Article 15 – Wages, Section 3(B) of the 2018 CBA provides that the parties will execute a Letter of Agreement regarding lump sum payments; and

WHEREAS, the parties have come to an agreement regarding the lump sum payments referenced in Article 15 – Wages, Section 3(B) and wish for that agreement to be reflected in this Letter of Agreement;

NOW, THEREFORE, the parties agree as follows:

1. The City and Union have identified fifteen (15) Employees whose hourly wage rate as of June 1, 2018, under the Imposed Contract, was greater than, or within thirty-three cents (\$0.33) of, the highest hourly wage rate of the applicable Compensation Schedule found in Appendix B of the 2018 CBA. Those employees are as follows:

Karen Shim
Michael Haskins

7/23/18

Christopher Jackson
 Eric Memis
 Stuart Shoup
 Jerry Sisvosky
 James Williams
 Timothy Byrd
 Rico Phillips
 Michael Cochran
 Jeremy Gilbert
 D'Chan Lewis
 Ramsey Clapper
 Stephen Cobb
 Mark Kovach

2. During the first full pay period after July 1, 2018, the fifteen (15) Employees identified above will receive a one-time lump sum payment of one thousand dollars (\$1,000.00). Such payment will be subject to usual payroll taxes and withholdings. Such payment shall not be included as wages for the purpose of computing Final Average Compensation under Article 45 – Retirement of the 2018 CBA.

IN WITNESS WHEREOF, this LOA was executed as of the day and year first above written.

Flint Firefighters Union
 ("Union")

City of Flint
 ("City")

 Dated: _____

 Dated: _____

 Dated: _____

 Dated: _____

 Dated: _____

 Dated: _____

 Dated: _____

 Dated: _____