

City of Flint, Michigan

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



Meeting Agenda - Final

Monday, February 4, 2019

4:30 PM

Committee Room

SPECIAL AFFAIRS COMMITTEE

Monica Galloway, Chairperson, Ward 7

Eric Mays, Ward 1

Santino J. Guerra, Ward 3

Jerri Winfrey-Carter, Ward 5

Allan Griggs, Ward 8

Maurice D. Davis, Ward 2

Kate Fields, Ward 4

Herbert J. Winfrey, Ward 6

Eva L. Worthing, Ward 9

Inez M. Brown, City Clerk

ROLL CALL

REQUEST FOR CHANGES AND/OR ADDITIONS TO AGENDA

RESOLUTIONS

190025 Collective Bargaining Agreement/City of Flint/Police Officers Labor Council
Sergeants Unit

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

APPOINTMENTS

ORDINANCES

DISCUSSION ITEMS

ADDITIONAL COUNCIL DISCUSSION

ADJOURNMENT

190025

RESOLUTION NO.: _____

PRESENTED: 1-31-2019

ADOPTED: _____

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

BY THE CITY ADMINISTRATOR:

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

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

WHEREAS, City Administrator, 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 Police Officers Labor Council Sergeants Unit.


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

TENTATIVE AGREEMENT
FOR CITY COUNCIL REVIEW 1/28/19

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

THE CITY OF FLINT

AND

POLICE OFFICERS LABOR COUNCIL

FLINT POLICE DEPARTMENT SERGEANTS

EFFECTIVE THROUGH:

June 30, 2020

TENTATIVE AGREEMENT
FOR CITY COUNCIL REVIEW 1/28/19

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**TENTATIVE AGREEMENT
FOR CITY COUNCIL REVIEW 1/28/19**

PREAMBLE

THIS AGREEMENT is entered into on this _____ day of _____, 2018, pursuant to and in accordance with Michigan Public Act 379 of 1965, as amended, between the City of Flint, hereinafter referred to as "City" or "Employer" and Police Officer's Labor Council, hereinafter referred to as "Union" or "Employee."

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

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

**ARTICLE 1
RECOGNITION**

This Agreement is entered into between the City and Employees of the Flint Police Department possessing the rank of Sergeant who are represented by Police Officers Labor Council, in order to improve the relationship between the City of Flint and those Employees of the Flint Police Department of the rank of Sergeant.

The City recognizes the Union as the sole and exclusive bargaining representative for all Employees of the Police Department possessing the rank of Sergeant for the purpose of establishing wage rates, hours of employment, working conditions, and other terms and conditions of employment.

**ARTICLE 2
AUTHORIZED PAYROLL DEDUCTIONS**

1. In addition to mandatory deductions, Employees may authorize other deductions as agreed upon by the parties.
2. In the event of an overpayment to an Employee, it is agreed that said overpayment may be collected by the City with the Employee hereby authorizing a payroll deduction for such overpayment. The Employee will be notified in writing of the overpayment at least five (5) work days prior to the date of the paycheck in which the overpayment is being recovered as allowed by law.

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**ARTICLE 3
DUES DEDUCTIONS**

1. Membership in the Union is not compulsory. Regular Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit.
2. During the period of time covered by this Agreement, the Employer agrees to deduct from the wages of any Employee who is a member of the Union all membership dues uniformly required; provided, however, that the Union presents to the Employer written authorization properly executed by each Employee allowing such deductions and payments to the Union.
3. Dues will be authorized, levied and certified in accordance with the constitution and bylaws of the Union. Each Employee Union member hereby authorizes the Union and the City without recourse, to rely upon and to honor certificates by the Director of Police Officers Labor Council, regarding the amounts to be deducted and the legality of the adopted action specifying such amounts of the Union dues. The Employer agrees during the period of this Agreement to provide this checkoff service without charge to the Union. In the event it is subsequently determined by the Michigan Employment Relations Commission or a court of competent jurisdiction that the Union dues or assessments have been improperly deducted and remitted to the Union, the Union shall return such amount to the affected Employee.
4. For new Employees, the payment of Union dues shall start two (2) pay periods following the date of their appointment into the bargaining unit.
5. Union dues shall be deducted monthly by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues.
6. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the City in fulfilling the obligations imposed on the City under this Article.

**ARTICLE 4
MANAGEMENT RIGHTS CLAUSE**

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

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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 43 – Work Rules of this Agreement. The Union reserves the right to question the reasonableness of any such rule or regulation through the Grievance Procedure, including arbitration.

**ARTICLE 5
STEWARDS**

1. Employees of this bargaining unit shall be represented by three (3) stewards who shall be officers of the Local (i.e., President, Vice President, Secretary/Treasurer) and two (2) alternates, who shall be Trustees of the Local, all of whom shall be elected.
 - a. One (1) of the stewards shall be designated to represent the Criminal Investigation Bureau, one (1) shall be designated to represent the Police Operations Bureau, and one (1) steward shall be designated to represent second and third shift Employees. It is understood that in the absence of the designated steward, one of the other stewards or alternates may fill in.
 - b. Under normal circumstances, it is not the intent of the Department to transfer a steward from his/her shift if the result is to leave the shift without representation. This shall not, however, preclude the City from transferring a steward for cause or to meet a demonstrated need.
2. The steward or alternate during his/her working hours, without loss of time or pay, in accordance with the terms of this Article, may investigate and present grievances to the Employer, upon having received permission from their supervisor to do so. The supervisor shall grant permission within a reasonable time, after the first hour of the shift, for such steward or alternate to leave his/her work for these purposes subject to necessary emergency exceptions. The privilege of such steward or alternate leaving his/her work during working hours without loss of time or pay is subject to the understanding that only reasonable time will be devoted to the proper processing of grievances and will not be abused.
3. Chief Steward. The President of the Local Union shall be the Chief Steward. The Vice President of the Local Union shall be the alternate Chief Steward. The Chief Steward or alternate may serve in all special conferences and may process grievances to Step 3. In any event, the Chief Steward or alternate in conjunction with the steward, will process grievances at Step 4. He/She shall request permission of his/her immediate supervisor prior to leaving his/her work area and subject to the necessary emergency exceptions, such permission shall be granted to attend meetings.
4. The Union will furnish the Employer with the names of its authorized representatives and members of its committee who are employed within the unit, and such changes as they

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shall consider all extenuating circumstances, and shall submit his/her decision in writing within fifteen (15) working days after holding a meeting on the appeal to the Chief Steward and the business representative by first-class mail. It shall be the responsibility of the Union to notify the Employee involved.

Step 6. If the grievance is not resolved at Step 5 of the Grievance Procedure, and if it involves an alleged violation of a specific Article and Section of this Agreement, either party may, at its option, submit the grievance to Arbitration by written notice delivered to the Director of Human Resources/Labor Relations or the Chief Steward or designee as the case may be. Within seven (7) working days after receipt of the Director of Human Resources/Labor Relations' answer in Step 5, or, if the City fails to submit its answer within the prescribed time limits in Step 5, within seven (7) working days after the expiration of the time limits in which the City is to submit its written decision in Step 6, the Union may submit the grievance to arbitration by written notice delivered to the Director of Human Resources/Labor Relations. The written notice shall identify the provisions of the Agreement allegedly violated, shall state the issues involved, and the relief requested. If no such notice is given within the prescribed period, the City's last answer shall be final and binding on the Union, the Employees involved, and the City.

3. **Selection of the Arbitrator.** The Union and the Employer shall maintain a panel of three (3) mutually selected arbitrators. Each panel arbitrator shall be assigned a grievance to arbitrate on a rotating basis. If a panel arbitrator is unable to arbitrate a grievance, the next panel arbitrator shall arbitrate the grievance. Either party may remove no more than one (1) arbitrator from the panel during any six (6) month period by giving ten (10) days' written notice to the other party. In the event a panel arbitrator is removed from this list or becomes unable to arbitrate grievances, the parties will promptly select a replacement panel arbitrator.

4. **Jurisdiction & Power of Arbitrator.**

- a. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits.
- b. The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement.
- c. Nor shall the Arbitrator have power to establish or modify any classification or wage plan, or to rule on any claim arising under any insurance plan/policy or retirement plan. The Arbitrator may, in a discipline or discharge case, modify the degree of discipline imposed by the City insofar as the Arbitrator may deem necessary for the determination of the grievance appealed to him/her. However, in the case of discipline imposed under the Drug/Alcohol Testing Policy Agreement as provided in Appendix A, the Arbitrator does not have the power to modify the degree of discipline imposed as specified in that Appendix.

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- d. The Arbitrator's powers shall be limited to deciding whether the City has violated the express Articles and Sections of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the City.
5. Arbitration Procedure. The hearing shall be held in accordance with the Uniform Arbitration Act, MCL 691.1681 *et seq.*, and the rules established by the Arbitrator. At the time of the arbitration hearing both the City and the Union shall have the right to examine and cross-examine witnesses. Upon request of either the City or the Union, or the Arbitrator, a transcript of the hearing shall be made. At the close of the hearing, the Arbitrator shall afford the City and the Union a reasonable opportunity to furnish Briefs. The Arbitrator's decision must be rendered in writing within a reasonable time.
6. Costs of Arbitration. Each party shall pay its own costs of processing grievances through the Grievance and Arbitration Procedures. The fee of the Arbitrator, his/her travel expenses, and the cost of any room or facilities and the expenses of the arbitration shall be borne equally by the parties. The expense of a stenographer and/or a transcript, if any, shall be borne by the party requesting it or equally among the parties requesting it if more than one (1) party, or the Arbitrator requests it. The fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring the same. Provided, however, the wages of the grievant (if not discharged), City Employees serving as witnesses for the City or Union, and one (1) Union representative employed by the City, will be paid for time spent in the arbitration, if that time is during the Employee's regularly scheduled work hours.
7. Individual Grievances. Individual Employees may, at any time, present grievances to the Employer and have the grievances adjusted, without intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given opportunity to be present at such adjustment.
8. Finality of Arbitrator's Decision. The Arbitrator's decision, when made in accordance with his/her jurisdiction and authority established by this Agreement, shall be final and binding upon the Union, the Employee or Employees involved, and the City.
9. General.
 - a. In no case shall claims involving wages be valid for more than thirty (30) days retroactively from the date the grievance is first presented in Step 1 of the Grievance Procedure.
 - i. All claims for back wages shall be limited to the amount of wages that the Employee would otherwise have earned at his/her regular rate, less any

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unemployment or other compensation that he/she may have received from any source during the period of back pay.

- ii. No decision in any one case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a representative case by mutual written agreement by the parties.
- b. Any grievance not filed within the prescribed time limit or not advanced to the next Step by the Employee or the Union within the time limit in that Step, shall be deemed abandoned. Failure of the City to respond to a grievance within the allotted time limits shall allow the aggrieved to carry the grievance to the next Step of the procedure. Time limits may be extended by mutual agreement in writing.
- c. For purposes of this Article, the Chief Steward may act as a steward in the Grievance Procedure.

**ARTICLE 9
DISCHARGE AND DISCIPLINE**

1. Discipline.

- a. Upon any disciplinary action being taken against an Employee, he/she shall be given an opportunity to state his/her position and offer any supporting evidence immediately available to his/her superior officer who is rendering such discipline.
- b. Violations of policies, rules, regulations, orders, appropriate law or ordinance and/or Articles of this Agreement shall be regarded as cause for disciplinary action, up to and including, discharge. Discipline (suspensions or discharge) may result from an accumulation of minor infractions as well as for a single serious infraction. Verbal warnings may be given by the Employer in instances when it is determined that formal discipline is not warranted. Depending on the nature, frequency, and severity of the offense, the City will endeavor to adhere to progressive discipline in order to provide the Employee with the opportunity to correct offending behavior. Formal progressive discipline shall generally include a written reprimand, suspension, and termination, in that order. The offense subject to discipline progression need not be identical to previous offenses, and the severity of the offense may remove it from progressive discipline altogether. Factors to consider in instituting discipline, progressive or otherwise, include but are not limited to, the severity of the offense, the frequency of the offense, whether the Employee has taken responsibility and accountability for his/her actions, the time interval between offenses and the work history of the Employee.
- c. Under normal circumstances, such written disciplinary charges shall be served upon an Employee within one hundred twenty (120) days from the date Police

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Administration had knowledge of the alleged violation, provided this shall not apply in the event of a grand jury investigation or other court proceeding.

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

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

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

3. Relieved of Duty/Administrative Leave – Other.

- a. An Employee may be relieved of duty and placed on leave with or without pay as determined by the Chief of Police, at his/her sole discretion, pending completion of an investigation.
- b. In the event the Employee has been charged with a felony under State or Federal Law (unless the investigating agency is the Flint Police Department), the City reserves the right to continue administrative leave pending investigation without pay for a maximum of thirty (30) days following conclusion of said criminal proceedings in the trial court.
- c. It is understood that the placing of the Employee on administrative leave, with or without pay, does not constitute disciplinary action nor does it otherwise, in any way, affect the Department's right to impose disciplinary action. However, in the event discipline is imposed at the conclusion of the investigation, time off on administrative leave without pay (except for the time on leave when charged with a felony as provided in the Paragraph above) will be part of the disciplinary period.

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- d. The Chief of Police may, at his/her discretion, reassign an Employee instead of taking one of the actions described above until the investigation is complete.
- 4. Suspensions and Discharge. In the event an Employee is suspended or discharged, he/she shall be taken off the payroll and shall turn in his/her departmental equipment. In the event such suspension or discharge is set aside by agreement of the parties or an arbitration award, he/she shall be reinstated and compensated all back wages and benefits lost.
- 5. Reports.
 - a. Sergeant Reports. Employees will be required to leave reports which are required by the Department as to their performance of duty and all reports will be specific on all matters. If a supplemental report is required which would give the Employee reason to believe disciplinary action or criminal charges may be brought against him/her, the Employee shall be given an opportunity to obtain legal counsel prior to leaving such reports, but in no event shall the securing of legal counsel delay the furnishing of such reports for more than two (2) working days.
 - b. Departmental Reports. The Department will provide the Union with copies of all departmental reports alleging any Sergeant's misconduct or criminal activity, which results in disciplinary action or criminal charges. These reports shall be furnished with the notice of the disciplinary action.
- 6. Criminal Charges. If it is anticipated that the outcome of the investigation could result in discipline as well as criminal charges being filed, the Employer will advise the Employee of his/her Garrity rights and provide such protection when conducting the investigation.
- 7. Grievance.
 - a. Within three (3) working days of receipt of the notice by the Employee of disciplinary action involving suspension or discharge, the Employee shall make an election of one of the following, which shall thereafter be the exclusive remedy for resolving the dispute:
 - i. Waive all rights to appeal and accept the discipline imposed by the Chief of Police or his/her designee; or
 - ii. Elect to follow the Grievance Procedure (See Article 8).

**ARTICLE 10
SENIORITY**

- 1. Definitions.

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- a. City Seniority. The Employee's original hire date adjusted for time not worked/paid. City seniority shall be used for determining step increases in pay, PTO accrual, excluding prior retirement service restored and/or purchases of time.
 - b. Departmental Seniority. Date Employee joined his/her current Department adjusted for time not worked/paid.
 - c. Classification Seniority. The date Employee was permanently appointed to his/her present job classification adjusted for time not worked/paid. Classification seniority shall be used for layoffs, PTO pick, and shift preference.
 - d. Ties. Where two or more persons are appointed or promoted on the same date, relative seniority shall be determined by the relative standing on the eligible list from which certified. Ties still existing shall be resolved in favor of the eligible having the highest written examination and/or assessment center score. Ties still existing shall be resolved in favor of the eligible having the highest composite score including the written and/or assessment center and the oral examination score. Ties still existing for original appointees shall be resolved by time of filing the application for the classification in which appointed. In the case of promoted Employees, such Employees shall have relative seniority in accordance with their original date of employment in the Department in which they were promoted, as by the Personnel Department. Insofar as possible to determine, such original date of employment of promoted Employees shall be the date of the beginning of continuous service as adjusted in accordance with the procedure outlined in these rules.
 - e. General. Except for those instances specifically noted otherwise, seniority for purposes of this Agreement shall be classification seniority.
2. Computation. For each straight time hour paid after the last date of hire, an Employee shall receive seniority credit. Seniority credit shall also accrue for each straight time hour paid while on paid time off, applicable military leave, and/or duty related injury for which the Employee receives Workers' Compensation. Seniority credit will not accrue for unpaid leaves of absence, including but not limited to unpaid time off, time spent on layoff, and time off work due to disciplinary action. In arbitration matters in which the Arbitrator reduces discipline, Employees shall be given seniority credit only for the time in which they received straight time pay.
3. Loss of Seniority. An Employee shall lose his/her seniority for the following reasons:
- a. He/She quits or retires.
 - b. He/She is discharged and the discharge is not reversed through the procedures set forth in this Agreement.

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- c. He/She fails to report for work within five (5) days from the date of the mailing of the notice of recall from layoff. Notice of said recall from layoff to be by certified mail to the Employee's last known address. The City may, in its discretion, make an exception to this return to work within five (5) days rule when it believes it is warranted by the circumstances. Such discretion shall not be arbitrary or capricious.
 - d. If an Employee is laid off for a continuous period equivalent to twenty four (24) months or the length of his/her departmental seniority, whichever is less.
 - e. The Employee is absent for any three (3) consecutive working days without properly notifying the Employer. Because of his/her unreported absence, the Employee is considered to have resigned (voluntary quit) and is no longer in the employ of the City. In proper cases, exceptions shall be made upon the Employee producing convincing proof of his/her inability to give such notice.
 - f. Failure to return to work from a leave caused by the Employee's approved non-work-related disability within one (1) year of the commencement of such leave. If 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 require date.
4. New Position. In the event of a newly created position in this bargaining unit, Employees in the same rank may request transfer on the basis of qualifications, experience and seniority. In all such cases, the newly created position shall be posted at least seven (7) calendar days prior to the selection to fill such newly created position. All persons requesting transfer under these conditions shall be given due consideration by the Chief of Police. Transfers under this Section shall not be made for purposes of reprimand. A newly created position is to be defined as a position heretofore not in existence.

**ARTICLE 11
LAYOFF AND RECALL**

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

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- a. Provisional Employees within the affected classification within the Department will be laid off first.
 - b. Thereafter, permanent Employees within the affected classification within the Department will be laid off according to classification seniority; provided, that those remaining have the required skills to perform the required assignments without any additional training.
 - c. For purposes of this Section, in determining the seniority of an Employee who has been reduced from a higher classification as a result of a layoff, he/she shall receive to "add-on" classification seniority which shall be defined as the length of continuous employment from the Employee's last date of promotion into the classification to which the Employee has bumped downward to and including continuous employment in any higher classification. Said Employee shall receive the wage rate of the applicable wage grade within the classification assumed.
2. Notice. The City will give fourteen (14) calendar days written, advance notice to the affected Employee of any layoff.
3. When an Employee is removed from a classification within his/her Department as a result of a layoff, he/she may be allowed to bump into the next lower rank classification within the Department.
4. Recall. Employees will be recalled in the reverse order of the layoff in accordance with Section 1(c) of Article 10 – Seniority. Notice of recall shall be sent certified mail to the Union and the Employee at his/her address as it appears on the City's records and the Employee shall be required to report for work within five (5) days from the date of receipt. If the Employee has not reported for work within five (5) days of the date of notice to the Union, said Employee will be considered a voluntary quit. A reasonable extension of this five (5) day period may be granted by the Chief of Police, for good cause, with notice to Human Resources.
5. Layoff List.
 - a. An Employee who is laid off or reduced shall be placed on the layoff list for the appropriate classification or related job classification for a period of twenty-four (24) months or the length of the Employee's classification seniority, whichever is less.
 - b. An Employee who is unable to return to work because of a continuing disability after one (1) year from the date of disability will be placed on the layoff list for the Employee's classification. The Employee will remain on the layoff list for a period of one (1) year or the length of the Employee's seniority, whichever is less, from the date of disability. At any time during said period that the Employee has

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recovered, and a position in his/her classification or related classification becomes available and is not accepted by the Employee, the Employee shall be considered as having voluntarily quit. If no position has become available during said period the Employee's name shall be removed from the layoff list.

**ARTICLE 12
PAID TIME OFF (PTO)**

1. Effective October 23, 2014, all categories of time off (e.g. annual leave and sick leave) were eliminated and a Paid Time Off ("PTO") system was established. Employees who had accumulated annual leave and sick leave before October 23, 2014, had up to two hundred (200) hours of then accumulated annual and sick leave converted to PTO. Any hours in excess of 200 hours were placed in a holding bank and will be paid out at retirement, death, termination of employment (including discharge upon exhausting any appeals) at the rate of one hundred percent (100%) of the Employees straight time hourly rate as of October 23, 2014. Such payment shall not be included as Final Average Compensation for the purpose of computing retirement benefits.
2. Accrual of PTO Time. PTO shall be computed and accrued on the basis of each payroll period that an Employee has at least seventy-two (72) hours of straight time pay. If an Employee has more than forty (40) hours of straight time pay in a payroll period but less than seventy-two (72) hours, the Employee shall accrue one-half (½) the amount shown in the schedule below. PTO shall be based on City seniority (as defined in this Agreement) uninterrupted by resignation or discharge. PTO shall accrue on the following basis.

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

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

3. General. Accumulation of PTO 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 (6) 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

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more than six (6) months. Regular days off, falling within a period of PTO shall not be included as part of such PTO.

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 at the rate of pay received by said Employee at the time their employment is terminated, the Employee is laid off, or the Employee retires, at the rate of one hundred percent (100%) of the Employees' straight time hourly rate.
- b. Such payment shall be made within sixty (60) days after the Employee retires/terminates employment/is laid off, and such payment shall not be included as Final Average Compensation for the purpose of computing retirement benefits.
- c. In the event of the Employee's death, unused accumulated PTO shall be paid to that Employee's living beneficiary at the rate of one hundred percent (100%) of the Employees' straight time hourly rate. Said payment shall be made to the spouse, children, father, mother, sister, or brothers of the deceased Employee, with preference being given to those persons in the order named unless the Employee by a sworn statement filed with the Employer prior to death has established a different order, without requiring letters of administration to be issued upon the estate of the deceased Employee.

5. Scheduled PTO Time.

- a. All requests for scheduled PTO shall be determined at the discretion of the Chief of Police, dependent on the needs of the Department and seniority of the Employees. Within this context, wherever possible, the Chief of Police shall give preference to seniority Employees on granting requests.
- b. Schedules, whereby Employees with accrued PTO days may be afforded an opportunity to take and use such accrued PTO days, shall be developed by the Chief of Police in accordance with the following provisions:
 - i. The calendar year shall be divided into segments equal to pay periods. All pay periods falling within, and including, the first pay period starting in the month of May and the last pay period starting in the month of September, shall be known as the "Summer PTO Period." The remaining pay periods of the calendar year shall comprise the "Winter PTO Period."
 - ii. Employees shall be provided an opportunity to take and use any portion of their accrued PTO days for the purpose of taking one (1) Summer PTO period and again for the purpose of taking one (1) Winter PTO period.

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- iii. All requests for Summer PTO, and again for Winter PTO, shall be granted by the Chief of Police on the basis of seniority (as outlined elsewhere in this Agreement) of the Employees assigned to any of the various work groups within the Department. For the purposes of this Agreement, a work group shall be any group of Employees assigned to a common shift, section, squad, unit, etc., (such as 1st Shift Patrol, 2nd Shift Traffic, Homicide Squad, etc.), such work groups to be determined and designated as such by the Chief of Police; provided, however, that such determination and designation shall not be made whereby any Employee will be denied an opportunity to take and use his/her PTO days, as provided in this Agreement.
- iv. Employees shall be allowed to pick, in accordance with the provisions outlined above, the particular pay period in which to take their Summer and Winter PTO. Such picking of PTO periods shall be done in the two (2) week period immediately preceding the end of the Summer PTO period. Any Employee not prepared when this time comes to so pick the particular pay period of his/her preference in which to take his/her Summer or Winter PTO shall be passed over until all other members within his/her work group have picked, regardless of his/her seniority status.
- v. Summer and Winter PTO shall be restricted in length to one (1) pay period; however, nothing shall prohibit an Employee from taking additional PTO days in an adjacent pay period where all other Employees have been allowed to pick their Summer or Winter PTO and the particular adjacent pay period desired has not been filled, as outlined below, by the limited number of Employees allowed to be absent on leave during that time.
- vi. The number of Employees from any work group allowed to be absent on PTO during any particular pay period shall be determined by the Chief of Police; provided, however, that such determination shall not be made whereby any Employee will be denied an opportunity to take and use his/her days as provided in this Agreement. Such determination shall be so made and established and brought to the attention of the Employees of the various work groups at the time of picking of a Summer and Winter PTO periods.
- vii. Except for the PTO time days taken for Summer and Winter PTO as outlined above, all other requests to take and use scheduled PTO days, if granted, shall be granted by the Chief of Police on a first come, first served basis. Such other requests shall not be denied except for cause.

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may occur from time to time in such personnel, so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with whom it may be dealing.

**ARTICLE 6
UNION RIGHTS**

1. Bulletins and Orders. A copy of any general order, rule, regulation, or training bulletin will be made available to the Chief Steward for the Union.
2. Special Conferences. Special conferences on matters of mutual interest and import will be arranged between the Union and the Chief of Police, the Human Resources/Labor Relations Director, or the City Administrator, upon the request of either party. Such meetings shall be between one (1) and not more than three (3) representatives of the Employer and the Union, unless otherwise mutually agreed. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those matters included in the agenda, unless both parties agree to include other items. Conferences shall be held on a work day.
3. Personnel Files. An Employee may review his/her own file at any time during the normal working hours for the Human Resources Department, provided that this review does not interfere with the discharge of his/her duty or the duties of the Human Resources Department.
4. The Bargaining Team shall be elected by the bargaining unit and shall be limited to three (3) members of the bargaining unit. The Union shall designate at the initiation of bargaining which Employees are to be released and substitutions shall only occur with cause. When bargaining occurs during a Bargaining Team member's regularly scheduled work shift, such member shall be released for the purpose of negotiating without loss of time or pay. In no event will the City compensate an Employee for hours spent in bargaining or other Union activities beyond the Employee's normal work shift. A maximum of 240 hours shall be allowed for the entire Bargaining Team for the purpose of negotiating, excluding the Chief Steward. All hours beyond 240 hours shall be without pay. The Union shall be allowed to include up to two additional non-bargaining unit members on the Bargaining Team.

The parties understand the Department can reassign another Employee to assume the Chief Steward's assignment while he/she is negotiating.

5. The City shall provide a bank of thirty-two (32) hours total, each contract year, for Union officers to attend a Union conference, convention or seminar; provided, at least fourteen (14) days written notice is given and the granting of the time will not require overtime.

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No more than four (4) officers may attend a conference convention or seminar at the same time.

**ARTICLE 7
PROVISIONS FOR LEGAL COUNSEL**

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

**ARTICLE 8
GRIEVANCE PROCEDURE**

1. Definitions.
 - a. Grievance. The Grievance Procedure shall serve as the exclusive means for the settlement of a dispute arising under a specific Article and Section of this Agreement, including, but not limited to, disciplinary actions. If any such grievance arises during the term of this Agreement, there shall be no stoppage or suspension of work but such grievance may be submitted to the following Grievance Procedure.
 - b. Working Days. For purposes of this Article the term "working day" shall be defined as any calendar day excluding Saturday, Sunday, and observed holidays as set forth in Article 16 – Holidays.

2. Procedure.

Step 1. Within five (5) working days of the time of the event giving rise to the grievance, or within five (5) working days of when the Employee reasonably should have known of

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

Step 2. If the grievance is not resolved in Step 1, the steward and/or grievant may reduce the grievance to writing and present the grievance to the Employee's supervisor for a written answer. The written grievance shall be filed within seven (7) working days of the event giving rise to the grievance, or within seven (7) working days of when the Employee reasonably should have known of the event giving rise to the grievance, or the grievance will be deemed waived. It shall name the Employees involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the Employee and of the Union with respect to these provisions, shall indicate the relief requested, and shall be signed by the Employee. The supervisor shall give the Employee an answer in writing no later than five (5) working days after receipt of the written grievance.

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

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

Step 5. If the grievance is not resolved in Step 4, the steward and/or the grievant may, within five (5) working days after the answer from the Chief of Police, or, if no answer is submitted within the required time, within five (5) working days of when such answer is due, appeal to the Director of Human Resources/Labor Relations. The appeal shall be in writing and shall specify the basis of the appeal. The appeal shall have attached to it all prior grievance papers, appeals, and answers. Within fifteen (15) working days after receipt of the appeal, the Director of Human Resources/Labor Relations shall investigate the grievance, and meet with the aggrieved Employee, and/or steward, and/or business representative. The Director of Human Resources/Labor Relations or his/her designate

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- viii. Scheduled PTO may be canceled by the Chief of Police in any situation deemed by his/her discretion to be an emergency, or upon the request of the Employee.

6. Unscheduled PTO Time.

a. Health Related Condition.

- i. An Employee shall be allowed to apply and receive PTO in the event of illness, injury or other conditions related to his/her health prohibiting him/her from effectively performing his/her assigned duties. Employees absent/late without just cause are subject to discipline. The City may require an Employee to provide proof of such illness, injury, or other conditions related to the Employee's health, before granting any request for PTO.
- ii. In addition thereto, the Employee may be required by the Chief of Police, or authorized representative, to be examined on City time by the City's physician to determine whether the Employee has recovered sufficiently from the condition causing such absence to return to work.
- iii. Charges against accumulated PTO shall be made only for time lost for which the Employee normally would have received pay and during which he/she normally would have been required to work.
- iv. Employees requesting PTO for health related reasons must request and receive approval from the Employer twenty-four (24) hours before PTO begins. If an Employee is absent and advance notice is not given, the Employer may require proof that they could not provide prior notice.
- v. Where an Employee finds that he/she will be unable to report for work due to illness, injury or other conditions relative to his/her health, such Employee shall notify the appropriate supervisor within one-half (½) hour prior to the Employee's scheduled starting time. Subsequent to making such notice, said Employee shall confine themselves to their place of residence during those hours he/she would normally be on duty, unless directed otherwise by a licensed physician and in such event said Employee shall notify the appropriate supervisor of the physician's direction. Provided, further, on notifying the appropriate supervisor of the need for medication or the services of a physician, an Employee shall be allowed to leave his/her residence to seek such service for a period of time reasonable to the situation and surrounding circumstances.
- vi. PTO shall be taken in increments of at least one (1) hour, or up to the balance accumulated, if the accumulated balance is a fraction of an hour.

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However, in areas where work crews are assigned at the start of shifts, the Chief of Police, or designee, may require that PTO be used in four (4) hour increments.

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

b. Non Health Related Condition.

- i. Employees absent/late without just cause, are subject to discipline.
- ii. Employees requesting PTO for non-health related reasons must request and receive approval from the Employer twenty-four (24) hours before PTO begins. If an Employee is absent and advance notice is not given, the Employer may require proof that the Employee could not provide prior notice.
- iii. Where an Employee finds that he/she will be unable to report for work where prior notice was not possible, such Employee shall notify the appropriate supervisor within one-half (½) hour prior to the Employee's scheduled starting time.

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

- a. Where a difference in opinion exists between the City's physician and the Employee's physician as to the ability of the Employee to satisfactorily perform his/her assigned duties, a third independent opinion will be obtained from a physician chosen by the Employee's doctor and the City's physician. If the third physician cannot be mutually agreed upon within five (5) working days of a written request for same, a doctor shall be chosen by Medical Evaluation Specialists or similar institution, within ten (10) working days of the written request to the City. 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.

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**ARTICLE 13
WORK SCHEDULE**

1. Regular Pay Periods. The normal pay period shall include the first scheduled full shift which begins after 12:01 a.m. Sunday and shall run to include the last shift scheduled to begin prior to midnight the second following Saturday. Such period is for two (2) weeks duration or eighty (80) hours.
2. Regular Schedule. At the discretion of the City, the regular work schedule may be modified to provide for eight (8) or twelve (12) hour shifts, the specific details to be determined in the sole discretion of the City. Scheduling will allow each Employee at least two (2) consecutive days off in a fourteen (14) day period.

**ARTICLE 14
OVERTIME**

1. Definition. Employees who regularly work eighty (80) hours in a pay period shall be paid an overtime premium of one and one-half (1½) times the Employee's regular hourly rate, for all hours worked in excess of eighty (80) hours during a single pay period. In the event the City decides to implement a regular schedule other than eighty (80) hours per pay period (e.g. eighty-four (84) hours per pay period), the parties will negotiate regarding the application of overtime to such schedules.
2. Computation. For the purpose of computing overtime hours, only actual hours worked shall be counted toward eligibility of overtime premium pay. Premium payments are not to be duplicated (i.e., overtime and holiday premium pay shall not be paid for the same hours worked). All overtime shall be approved by the department head before being worked
3. Call Back. Whenever an Employee is called back to work he/she shall be paid a minimum of two (2) hours at overtime rates. Time spent on call in shall not include time spent on standby. Employees who are called back will perform only those duties which are normally assigned his/her rank and/or position.
4. Scheduled Overtime.
 - a. Scheduled overtime, excluding overtime unique to the assignment or requiring specialized training skills, is to be equalized as much as possible within the respective bureaus using the overtime equalization list currently utilized by the Department. Scheduled overtime is overtime scheduled by the City more than forty-eight (48) hours before the overtime is worked and does not include investigations assigned to a squad or individual investigator, including delivering subpoenas. Equalized overtime shall not apply to Special Operations.

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- b. Before a Patrol Section/Area Sergeant is ordered to work scheduled overtime, the overtime will be offered to the Criminal Investigation Division (excluding the Special Operations Section).
 - c. If scheduled overtime is offered and accepted and subsequently not worked, the Employee will be charged with the hours as worked on the Department's overtime equalization list. If there are no volunteers for scheduled overtime, the low seniority Employee in the section/area involved (excluding those on leaves, etc.), will be ordered to work.
 - d. In no event will any pay result over any claim arising out of this Section.
5. Rescheduling. Leave days shall not be changed, switched or rescheduled for the purpose of avoiding the payment of overtime.
6. Compensatory Time. Employees may, at their request, earn up to forty (40) hours of compensatory time, in lieu of overtime pay, for overtime hours worked in a calendar year. Compensatory time shall be earned at a rate of one and one-half (1½) hours for each overtime hour worked.
- a. Maximum Accrual. Compensatory time may be carried over from one year to the next, however, an Employee may never accumulate more than forty (40) hours of compensatory time. After an Employee has earned forty (40) hours of compensatory time in the calendar year or has a bank of forty (40) hours of compensatory time, any overtime worked must be compensated as overtime pay in accordance with Sections 1 and 2, above.
 - b. Compensatory Time Payout. Upon a written request to the Director of Human Resources/Labor Relations, an Employee may elect to cash in their accumulated compensatory time at either a rate equal to their regular rate at the time such an election is made, or their regular rate at the time the compensatory time was earned, whichever is greater. Such payment shall be made within thirty (30) days after the Employee's written request is received by the Director of Human Relations/Labor Relations.
 - c. Compensatory Time Payout on Termination, or Retirement. Upon retirement or termination of employment, an Employee shall be compensated for his/her accrued compensatory time at the time their employment is terminated, the Employee is laid off, or the Employee retires, at the highest of the following rates: (i) the rate of the Employee at the time the compensatory time was earned; (ii) the average rate of the Employee during their last three years of employment; (iii) the final rate received by the Employee. Such payment shall be made within thirty (30) days after the Employee's termination, lay-off, or retirement and such payment shall not be included as final average compensation for the purpose of computing retirement benefits.

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

**ARTICLE 15
LEAVES OF ABSENCE**

1. Educational Leave.

- a. An Employee with at least one (1) year service credit may be granted a leave of absence without pay for a full-time educational program, as defined by the institution the Employee is attending. Written application for educational leave must be made six (6) weeks prior to the beginning of the leave requested.
- b. The credit hours pursued must be related to Law Enforcement. The Chief of Police's decision concerning relatedness shall not be arbitrary or capricious.
- c. The Employee requesting educational leave, upon indicating an intention to return to duty with the City at the expiration of the requested leave, may be granted leave for a period up to twenty-six (26) pay periods. An Employee on educational leave may apply for reinstatement to the service prior to the expiration of said leave. Providing that the Employee is immediately available upon the expiration of said leave to assume the position and subject to the other terms of this Agreement, the Employee shall be placed in a position within the classification from which he/she vacated for the leave. An Employee who obtains career employment while on educational leave of absence shall be automatically terminated from the City effective the date the educational leave of absence started, unless the Employee was specifically granted the right to employment while on educational leave.

2. Funeral Leave. An Employee shall be granted a maximum of twenty-four (24) consecutive work hours off, with pay, due to death in the immediate family. Additionally, Employees working twelve (12) hour shifts will be granted a third consecutive twelve (12) hour shift off without pay; however, the Employee may use his/her accrued PTO for pay purposes. Immediate family shall be defined to include parents, step-parents, parents of a current spouse, spouse, children, spouses of children, brothers, sisters, sisters-in-law, brothers-in-law, grandparents, grandparents-in-law, grandchildren, children of a current spouse or other relatives living in the Employee's home. It is incumbent upon the Employee to adequately demonstrate that the relationship conforms to the definition above should any question arise. Additional time, such as travel time, shall be charged

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against accumulated PTO. Employees may also be granted up to one-half (½) day leave with pay for the purpose of attending funerals of other close relatives.

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

**ARTICLE 16
HOLIDAYS**

1. **Holiday Observances.** The following days shall be designated as holidays:

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

2. All Employees shall receive eight (8) hours of pay at straight time for the nine (9) recognized holidays. The pay for each holiday shall be in the Employee's next regular paycheck. Employees who work a recognized holiday shall also be compensated for the hours worked.
3. An Employee must work the Employee's scheduled hours on the Employee's last scheduled day before the holiday, and the Employee's next scheduled day after the holiday, or be on an authorized leave or otherwise approved day off in order to receive holiday pay.
4. Except in the following situations, all holidays shall be observed on the actual calendar date of their occurrence:
- a. For those Employees whose assignment enables them to have every Saturday as a regular day off, any holiday that has a calendar date falling on a Saturday, the calendar date of that holiday shall be ignored and the preceding Friday shall be designated as the holiday.
 - b. For those Employees whose assignment enables them to have every Sunday as a regular day off, any holiday that has a calendar date falling on a Sunday, the calendar date of that holiday shall be ignored and the succeeding Monday shall be designated as the holiday.
5. The Employee's supervisor may require the Employee to work on any holiday.

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6. Duplication of Holiday Benefits. If an Employee works both the calendar date and the designated date of a holiday, he/she shall receive holiday benefits only for the calendar date of the holiday.

**ARTICLE 17
WORKERS' COMPENSATION**

1. Employees shall be covered by the Workers' Disability Compensation Act and applicable related state regulations. If an injury is deemed compensable under the Workers' Disability Compensation Act:
- a. The City shall provide health, dental, optical, and life insurance coverage, and retirement service credit on the same terms and with the same benefit levels as offered to current regular Employees while an Employee is on Workers' Compensation leave for up to six (6) months. The Employee must continue to pay their portion of the premiums as otherwise required by the contract.
 - b. If an Employee on Workers' Compensation returns to work but fails to remain in active employment with the Employer for at least six (6) consecutive months, the Employer will consider any subsequent period on Workers' Compensation a continuation of the original period of leave for purposes of application of the six (6) month limitation for health, dental, optical, and life insurance coverage; provided that, if the Employee can demonstrate by clear and convincing evidence that a subsequent period of disability is caused by a different injury or condition, that subsequent period will not be deemed a continuation of the original period of leave for purposes of application of this Paragraph.
 - c. At such time as an Employee returns to work from a compensable injury or illness, the Employee shall receive seniority credit for the period during which Workers' Compensation was paid.
 - d. If recognized as a job related injury, the Employee will be paid full wages for the balance of the Employee's regular shift. In addition, for the next seven (7) calendar days or less thereafter, that the Employee is off work, the Employee will be compensated the difference between what is paid by Workers' Compensation and eighty percent (80%) of the Employee's regular rate of pay.
 - e. After the period of coverage set forth in 1(a)-(d) of this Article, 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.

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**ARTICLE 18
BULLETIN BOARD**

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

**ARTICLE 19
TRAINING**

The Employer and the Union recognize the value of training. Such training is to be encouraged. Whenever possible, training will be made available on the basis of qualifications, ability, and seniority. The Chief of Police has the discretion whether to offer training opportunities based on availability of funds and the needs of the Department.

**ARTICLE 20
HOSPITALIZATION INSURANCE**

1. Employee Health Insurance. The Employer agrees to provide full-time Employees and their eligible spouses and dependents health coverage subject to the terms below, subject to modification as may be required by State or Federal law.
 - a. The City shall not provide health care coverage for the Employee's spouse if the spouse is eligible to receive health coverage through an Employer or former Employer of the spouse. As a condition of continued spousal health care coverage under this section, the City may require that the Employee file an affidavit each year or upon request attesting that the spouse is eligible for no other Employer-paid health coverage.
 - b. The Employer will offer eligible Employees the following health coverage plans:
 - i. BSBSM Community Blue PPO Plan 12 with \$1,000/\$2,000 deductible and \$10, \$40, \$80 (30 day supply) prescription drug coverage;

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- ii. HAP HMO Value Plus and \$20, \$40, \$60 (30 day supply) prescription drug coverage;
- iii. McLaren POS Health Plan and \$10, \$25, \$50 (30 day supply) prescription drug 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 Publically Funded Health Insurance Contribution Act, 2011 PA 152, to a maximum of defined amounts for single, double, or family coverage contribution limits provided in Section 3 of the Michigan Publically 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

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for the elected health coverage, plus contributions to the Employee's HSA, if applicable; or in the alternative, to a maximum of 80% of the annual premium amount for single, double, or family coverage. Pursuant to provisions of the state law, the Employer will select its method of setting its method and amount of the Employer's contribution on an annual basis. The Employer will annually inform its Employees of its decision and the amount of the Employer's contribution prior to open enrollment for the upcoming plan year. The Employee will pay any premium contributions that exceed the amount contributed by the Employer through payroll deduction. Contributions to the HSA will be provided in accordance with HSA regulations. If an Employee does not have sufficient funds in a paycheck, the Employee shall be obligated to pay his or her premium share within 14 days of established due date or insurance coverage will be cancelled. If PA 152 of 2011 is repealed, the Employer shall pay 80% of the annual premium.

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

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

- i. Full-time Employees hired on or after April 25, 2012, are not eligible for Employer-paid retiree health care coverage. Instead, the Employer shall establish a Retiree Medical Savings Account (RMSA) or other IRS-qualifying savings plan for each affected Employee. The accounts may be used by the Employee, their spouse, or their dependents to offset the cost of healthcare after the Employee retires or separates from service. MERS shall administer the RMSA program as described herein. The MERS Plan document, policies and procedures of MERS shall control the administration of the program.
- ii. For all full-time Employees hired on or after April 25, 2012, the Employer shall contribute to the Employee's RMSA \$57.70 per pay period for time worked for which the Employee has more than 40 hours of straight time pay, beginning with the date of hire. Effective the first pay period after July 1, 2014, Employees shall make a pre-tax contribution to the Employee's RMSA (through payroll deduction) of \$23.08 per pay period for time worked for which the Employee has more than 40 hours of straight time pay. Additionally, an Employee may contribute additional amounts on a post-tax basis through payroll deduction.
- iii. Employees shall 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:

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

- iv. Employer and Employee contributions to an Employee's RMSA shall cease at the time of the Employee's separation from City employment (including retirement), or as otherwise required by law. The Employee may use the RMSA for any purpose consistent with federal law and regulations.
 - v. An Employee who elects a deferred retirement on or after November 1, 2014, is not eligible for the retiree health care coverage provided by this section.
- b. Employees hired before April 25, 2012 and Vested for Regular Retirement On or Before October 31, 2014.
- i. Full-time Employees hired before April 25, 2012, whose rights to non-deferred defined benefit pension vested on or before October 31, 2014, who retires on or after November 1, 2014, may, upon retirement, elect health care benefits for the Employee, the Employee's spouse, and the Employee's dependents, in existence at the time of retirement, from among those plans offered to current bargaining unit Employees. The Employer's contribution for health care coverage for retirees not eligible for Medicare will be limited to the amount contributed for the lowest cost medical portion of the Medicare Supplemental or Medicare Advantage plans provided to Retirees pursuant to 2(b)(ii) of this Article plus the Employer's cost of prescription drug coverage provided to eligible employees and retirees pursuant to this Article. .
 - ii. A City of Flint Retiree who becomes eligible for Medicare, must enroll in Medicare Parts A and B at his/her expense. A Retiree who is enrolled in Medicare Parts A and B will be covered by a Medicare Supplemental plan (or Medicare Advantage plan) at the Employer's expense, subject to the contribution limits provided in Section 3 of the Publicly Funded Health Insurance Contribution Act 2011 PA 152. The eligible spouse or dependent child of a City of Flint Retiree who becomes eligible for and is enrolled in at his/her expense in Medicare Parts A and B will be covered by a Medicare Supplemental plan (or Medicare Advantage plan) at the

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Employer's expense, subject to the contribution limits provided in Section 3 of the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. If PA 152 of 2011 is repealed, the Employer shall pay 80% of the annual premium.

- iii. The Retiree shall pay any premium contribution that exceeds the amount contributed by the Employer through automatic deduction from their monthly pension check. If the required contribution is greater than the monthly pension check, the Retiree must contact the Human Resources Department to make arrangements for the Retiree to pay the contribution. Failure to do so will result in termination of benefits.
 - iv. Employees who participate in a high-deductible health coverage plan offered by the City at the time of retirement and who are eligible to deposit monies into an HSA as defined by federal regulations shall receive an annual contribution to the Retiree's HSA equal to fifty percent (50%) of the applicable contribution amount provided to active Employees pursuant to this Article.
 - v. The City shall not provide retiree health care coverage for the Retiree if the Retiree is eligible to receive paid health coverage through another Employer or former Employer. As a condition of continued retiree health care coverage under this section, the City may require that a Retiree file an affidavit each year or upon request attesting that the Retiree is eligible for no other Employer-paid health coverage.
 - vi. The City shall not provide retiree health care coverage for the Retiree's spouse if the Retiree's spouse is eligible to receive paid health coverage through an Employer or former Employer of the Retiree's spouse. As a condition of continued spousal health care coverage under this section, the City may require that a Retiree file an affidavit each year or upon request attesting that the spouse is eligible for no other Employer-paid health coverage.
 - vii. An Employee who elects a deferred retirement on or after November 1, 2014, is not eligible for the retiree health care coverage provided by this section.
- c. Employees hired before April 25, 2012 and Vested for Regular Retirement On or After November 1, 2014.
- i. Full-time Employees hired before April 25, 2012, whose rights to non-deferred defined benefit pension do not vest on or before October 31, 2014, who retires on or after November 1, 2014, may, upon retirement, elect health care benefits for the Employee only from among those plans

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offered to current bargaining unit Employees. The Employer's contribution for health care coverage for retirees not eligible for Medicare will be limited to the amount contributed for the lowest cost medical portion of the Medicare Supplemental or Medicare Advantage plans provided to Retirees pursuant to 2(b)(ii) of this Article plus the Employer's cost of prescription drug coverage provided to eligible employees and retirees pursuant to this Article. .

- ii. A City of Flint Retiree who becomes eligible for Medicare, must enroll in Medicare Parts A and B at his/her expense. A Retiree who is enrolled in Medicare Parts A and B will be covered by a Medicare Supplemental plan (or Medicare Advantage plan) at the Employer's expense, subject to the contribution limits provided in Section 3 of the Publicly Funded Health Insurance Contribution Act 2011 PA 152. If PA 152 of 2011 is repealed, the Employer shall pay 80% of the annual premium.
- iii. The Retiree shall pay any premium contribution that exceeds the amount contributed by the Employer through automatic deduction from their monthly pension check. If the required contribution is greater than the monthly pension check, the Retiree must contact the Human Resources Department to make arrangements for the Retiree to pay the contribution. Failure to do so will result in termination of benefits.
- iv. Employees who participate in a high-deductible health coverage plan offered by the City at the time of retirement and who are eligible to deposit monies into an HSA as defined by federal regulations shall receive an annual contribution to the Retiree's HSA equal to fifty percent (50%) of the applicable contribution amount provided to active Employees pursuant to this Article.
- v. The City shall not provide retiree health care coverage for the Retiree if the Retiree is eligible to receive paid health coverage through another Employer or former Employer. As a condition of continued retiree health care coverage under this section, the City may require that a Retiree file an affidavit each year or upon request attesting that the Retiree is eligible for no other Employer-paid health coverage.
- vi. An Employee who elects a deferred retirement on or after November 1, 2014, is not eligible for the retiree health care coverage provided by this section.

3. Termination of Benefits.

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- a. Except as otherwise provided herein, health coverage terminates on the last day of the premium month in which the Employee is terminated or laid off or otherwise becomes ineligible for health coverage. Health coverage terminates on the last day of the premium month in which the Retiree becomes ineligible for health coverage. Health coverage for a dependent Spouse is terminated on the date on which they are no longer eligible (i.e., on the date of divorce, or upon the death of the Employee or Retiree). Health coverage for a dependent child is terminated at the end of the month the child turns 26, or earlier as required by law. Health coverage for dependents will be terminated in the event an Employee or Retiree fails to provide the City with proof of dependent eligibility.
- b. Health coverage shall be continued during any leave for which the Employee receives full pay from the Employer. Employees on leave of absence with reduced hours and pay are not entitled to continued health coverage paid by the Employer except where Employee may be entitled to coverage by virtue of coverage requirements under PPACA or the Family Medical Leave Act (FMLA) as administered by the Employer. Employees on leave of absence without pay or on layoff are not entitled to continued health coverage paid by the Employer but may be eligible for continuation coverage as provided by the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).
- c. Health Coverage will be continued while an employee is on an authorized disability leave as provided in Article 21, if the employee is otherwise eligible. The Employee shall be obligated to pay his or her premium share, if any, within 14 days of established due date or insurance coverage will be cancelled.

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

**ARTICLE 21
DISABILITY INSURANCE PROGRAM & LIGHT DUTY**

1. The City will provide a short-term disability insurance program for Employees with extended absences. Such program will provide an eligible Employee (as determined by the insurance carrier/provider) with a wage continuation equivalent to sixty (60%) percent of the Employee's straight time rate to a maximum of \$1250 per week in gross pay, commencing after the fifteenth (15) calendar day waiting period and extending for no more than twenty-four (24) weeks.
2. Eligibility for benefits under this program will be subject exclusively by the terms and conditions of the insurance carrier, and determined by the processes and policies of the insurer, which will be selected in the sole discretion of the City. Employees are bound by the terms and

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conditions of the carrier which are not subject to the grievance procedure.

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

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

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

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

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

8. Light Duty.

- a. The Chief of Police may, at his/her sole discretion and without regard to seniority standing, assign disabled officers to gainful light-duty assignments if a position is available for such work that the employee has the skills to perform and is within the employee's restrictions.
- b. The number of available light-duty assignments, if any, is determined by the Chief of Police.
- c. Such light-duty assignments are temporary and intended not to last longer than six (6) months, unless extended at the discretion the Chief of Police.
- d. Any Employee who has sustained a non-duty injury may be displaced by an Employee that has a work related injury.
- e. The Chief of Police in coordination with another Department head, or their designated representatives, may at their sole discretion and without regard to seniority standing, assign disabled officers to gainful light-duty assignments outside of the Sergeant 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.
- f. For any light-duty assignments within or outside the bargaining unit, the employee will continue to maintain his/her Police classification at their Police classification rate of pay but be assigned to the shift schedule as determined by

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the City that is necessary to perform the light-duty assignment.

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

**ARTICLE 22
DENTAL AND OPTICAL BENEFITS**

1. Dental and Optical coverage shall be provided at the level and by the carrier (including self-insurance) as determined by the Employer, at the Employer's option. The Employee pays fifty percent (50%) of premium costs through payroll deduction.
2. If an Employee does not have sufficient funds in a paycheck, the Employee shall be obligated to pay his/her premium share within fourteen (14) days of established due date or insurance coverage will be cancelled.
3. Dental and Optical coverage will be continued while an Employee is on an authorized disability leave as provided in Article 21 - Disability Insurance Program & Light Duty, if the Employee is otherwise eligible. The Employee shall be obligated to pay his/her premium share, within fourteen (14) days of established due date or insurance coverage will be cancelled.

**ARTICLE 23
LIFE INSURANCE**

1. The Employer agrees that, for the duration of this Agreement, it will pay the premiums to furnish twenty five thousand dollars (\$25,000.00) group life insurance and twenty five thousand dollars (\$25,000.00) accidental death and dismemberment insurance for full-time Employees.
2. This insurance coverage will begin the first day of the month following the Employee's obtaining Police Officer status. The coverage shall be discontinued on the day the Employee's services are terminated, the Employee quits, retires, is laid off, or is otherwise not on the payroll. Provided, however, such insurance coverage will be continued for an Employee who is on an approved leave of absence without pay for a period not to exceed six (6) months. Provided, further, that if the Employee is discharged and the discharge is ultimately reversed, the Employer will be liable for any life insurance benefits that would have been otherwise due.
3. Forms will be made available to Employees by the Employer whereby Employees can designate a beneficiary on this life insurance coverage, and in the event no beneficiary is designated, the policy will be payable to the Employee's estate.

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4. Life Insurance Coverage will be continued while an Employee is on an authorized disability leave as provided in Article 21 - Disability Insurance Program & Light Duty, if the Employee is otherwise eligible. The Employee shall be obligated to pay his/her premium share, if any, within fourteen (14) days of established due date or insurance coverage will be cancelled.

**ARTICLE 24
INSURANCE COVERAGE**

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

**ARTICLE 25
LAUNDRY AND DRY CLEANING**

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

**ARTICLE 26
RETIREMENT**

1. General Provisions.

- a. The Municipal Employees' Retirement System (MERS) shall administer the pension system for all current retirees and all future retirees. The MERS Plan Document, policies and procedures of MERS shall control the administration of all Employee pensions, including investments and payments, except as otherwise provided below.
- b. Employees will be credited with one month of service credit for each month worked, provided however, that the Employee works a minimum of eighty (80) hours in that month. Hours worked includes those hours for which the Employee is fully compensated, such as paid time off.

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- c. Employees promoted into this bargaining unit on or after June 1, 2017, will be subject to, and retain the, retirement benefits provided in the Flint Police Officers Association collective bargaining agreement and are not subject to the terms of this Article.

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

- 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 herein, Employees hired prior to May 1, 1992, shall have the portion of their pension earned for credited service time prior to May 1, 2012, calculated in accordance with the provisions of the parties' expired collective bargaining agreement. Effective May 1, 2012, the multiplier for all employees 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 three (3) years (non-overlapping, consecutive 12 month blocks) of base wages from the member's last five (5) years of credited service as reported to MERS by the Municipality. Overtime will only be included in FAC as outlined in subsections (c)(i) and (c)(ii), below. In addition, a lump sum payment up to 240 hours of leave time will be added to the calculation of compensation prior to the averaging of compensation to determine the FAC. (For example: $FAC\ years\ 2006 + 2007 + 2008 + \text{value of 240 hours of leave time divided by } 3 = FAC$.)

- i. Overtime in FAC for Employees hired on or after May 1, 1992. Employees hired on or after May 1, 1992, shall have a portion of their pension based upon a 2.6% multiplier (overtime shall be included in FAC) for years in the bargaining unit until the Employee reaches 20 years of employment with the City. For service accrued after 20 years of service, the pension will be calculated using a 2.25% multiplier and a FAC calculated under paragraph 2(c) above, using base wages only.

- ii. Overtime in FAC for Employees hired before May 1, 1992. Employees hired before May 1, 1992, will not have overtime included in FAC, which will be calculated under paragraph 2(c) above, using base wages, and a 2.25% multiplier will be used for all credited service earned on or after May 1, 2012 or date of hire, whichever is later.

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- d. The Employee annual contribution is 9.5% on all gross wages earned. Effective the first full pay period following October 23, 2014, the Employee annual contribution is 9.5% on all base wages earned.
- e. Retirement Eligibility - Employees hired on or before June 30, 1994.
 - i. Employees who have accumulated 120 months (10 years) of service credits in accordance with this Article, and who have reached the age of sixty (60) years during their employment, are eligible to retire and to receive a pension benefit calculated in accordance with this Article.
 - ii. Employees who have accumulated 276 months (23 years) of service credits in accordance with this Article, are eligible to retire and receive a benefit calculated in accordance with this Article.
 - iii. Deferred Retirement. Employees who leave the employment of the City with 180 months (15 years) of service when their employment terminated will receive their retirement benefit when they reach the age of sixty (60) or when they would have had twenty-three (23) years of service, whichever is first.
- f. Retirement Eligibility - Employees hired after June 30, 1994.
 - i. Employees who have accumulated 120 months (10 years) of service credits in accordance with this Article, and who have reached the age of sixty (60) years during their employment, are eligible to retire and to receive a pension benefit calculated in accordance with this Article.
 - ii. Employees who have accumulated 300 months (25 years) of service credits in accordance with this Article, and who have reached the age of fifty (50) during their employment, are eligible to retire and receive a pension benefit calculated in accordance with this Article.
 - iii. Deferred Retirement. Employees who leave the employment of the City with 180 months (15 years) of service when their employment terminated will receive their retirement benefit when they reach the age of sixty (60) or when they would have had twenty-five (25) years of service and who have reached the age of fifty (50), whichever is first.
- g. Duty related disability benefits are subject to MERS processes and approval with the disability being the natural and proximate result of on-the-job injury. There are no vesting requirements. Benefits will be paid if the member is determined to be disabled under MERS' definition. The benefit will be the greater of the result of the applicable defined benefit formula or 50% of the FAC. For individuals who retired prior to joining MERS, their benefits will only be offset by workers comp

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income. Individuals who retire after joining will be subject to the MERS income limitations.

- h. Non-Duty related disability benefits are subject to MERS processes and approval. The member must have ten (10) years of service in order to qualify. Benefits will be paid if the member is determined to be disabled under MERS' definition. The benefit will be computed as the result of the defined benefit formula with a 20% minimum of FAC. For individuals who retired prior to joining MERS, their benefits are not offset by income earned from a future job. Individuals who retire after joining will be subject to the MERS income limitations.
- i. Duty related death benefit has no vesting requirements. The surviving spouse will receive the greater of the result of the defined benefit formula or 33.33% of the FAC. If the member dies with no spouse, any children would equally share in not less than 25% of the member's straight life benefit until twenty-one (21) or married. A survivor beneficiary would receive a portion of a vested member's straight life benefit.
- j. Non-Duty related death benefits are payable should death occur to an active member. The member must be vested in order to qualify. The spousal benefit will be 85% of the result of the defined benefit formula or the 100% Joint and Survivor benefit, whichever is higher. If a survivor beneficiary is named, he/she would receive a portion of the straight life benefit. If the member dies with no spouse or survivor beneficiary, any children would equally share 50% of the member's straight life benefit until twenty-one (21) or married.

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

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

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

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

c. **Defined Contribution Component.**

- i. Employees hired after the MERS Hybrid Effective Date are required to make a one time, irrevocable election to contribute between 1% and 5% (increments of 1%), at the Employee's election upon hire, of compensation on a bi-weekly basis, to the extent that the underlying employment contract in effect at the time of hire so provides for such an election.
- ii. Employees hired before the MERS Hybrid Effective Date are required to contribute 5%.
- iii. The Employer will match the Employee's contribution up to 5% of compensation of each Employee on a bi-weekly basis, subject to reduction based on the 10% Employer cap elected by the Employer in the Adoption Agreement.
- iv. Employees shall be 100% vested at all times on their own contributions. They will vest on the Employer contributions according to the following schedule: After 1 year of service, 20% vested; 2 years, 40% vested; 3 years, 60% vested; 4 years, 80% vested; 5 years, 100% vested.

**ARTICLE 27
SHIFT PREFERENCE**

- 1. While the assignment of personnel to the various bureaus, divisions and sections of the Department is a managerial responsibility, the City will continue the practice of offering shift selection, based on seniority, subject to the best interests of the Department, within Patrol and Traffic sections/areas, respectively. Such shift preferences shall take place at least twice a year and the City will endeavor to have such shift preference exercised at the same time for each of the three (3) respective sections/areas.

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2. Subject to departmental needs, assignments within the bargaining unit which requires a change in shift, bureau or day off pattern will be made fourteen (14) calendar days in advance.
3. In the event shift preference is denied, the Union shall have the burden of showing the City was arbitrary and/or capricious.
4. In the event a Sergeant is reassigned from Detective to Patrol Section (excluding voluntary requests), the Sergeant shall be allowed to exercise shift preference at the time of transfer.

**ARTICLE 28
RESIDENCY**

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

**ARTICLE 29
EQUIPMENT**

The Employer agrees to furnish all equipment necessary for Employees to perform assigned duties and to keep same in safe operating condition.

**ARTICLE 30
WAGES**

1. **Ratification Incentive.**
 - a. **Employees Hired Before December 31, 2017.** Employees hired into the bargaining unit on or before December 31, 2017, shall receive a one-time lump sum payment of two thousand dollars (\$2,000.00).
 - b. **Employees Hired Between January 1, 2018 and December 30, 2018.** Employees hired into the bargaining unit on or after January 1, 2018, and on or before December 30, 2018, shall receive a one (1) time lump sum payment of one thousand dollars (\$1,000.00).
 - c. The Ratification Incentives will be paid with the December 30, 2018, payroll. However, if the parties have not both ratified this Agreement by December 30, 2018, the ratification incentives will be paid during the first full pay period following ratification. Ratification incentives will be subject to usual payroll taxes and withholdings. Such payment shall not be included as wages for the purpose of computing Final Average Compensation under Article 26 – Retirement.

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2. **Compensation Schedules.** Employees will be paid, based on City Seniority, in accordance with the Compensation Schedules below. The hourly rate is based on two thousand eighty (2080) hours per year.

- a. Effective December 30, 2018, the Compensation Schedule shall be as follows:

<u>City Seniority</u>	<u>Base Annual Salary</u>	<u>Hourly Rate</u>
Start of 5th Year	\$ 61,262.24	\$ 29.453
Start of 11th Year	\$ 62,287.68	\$ 29.946
Start of 16th Year	\$ 63,329.76	\$ 30.447
Start of 21st Year	\$ 64,394.72	\$ 30.959
Start of 25th Year	\$ 65,480.48	\$ 31.481
Start of 27th Year	\$ 66,589.12	\$ 32.014

This reflects a 2% increase from the compensation schedule in effect prior to December 30, 2018.

- b. Effective the beginning of the first full pay period after July 1, 2019, the Compensation Schedule shall be as follows:

<u>City Seniority</u>	<u>Base Annual Salary</u>	<u>Hourly Rate</u>
Start of 5th Year	\$ 62,489.44	\$ 30.043
Start of 11th Year	\$ 63,533.60	\$ 30.545
Start of 16th Year	\$ 64,596.48	\$ 31.056
Start of 21st Year	\$ 65,682.24	\$ 31.578
Start of 25th Year	\$ 66,790.88	\$ 32.111
Start of 27th Year	\$ 67,920.32	\$ 32.654

This reflects a 2% increase over the schedule in effect on and after December 30, 2018.

**ARTICLE 31
SHIFT PREMIUM**

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

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**ARTICLE 32
COURT TIME**

1. For the time spent in any legal proceeding by an Employee during his/her off-duty hours; provided, said proceeding is the result of, or arises from, the performance of such Employee's duties as a police officer, the Employee shall be compensated at time and one-half (1½) his/her normal rate of pay for a minimum of two (2) hours. For purposes of this Article, a legal proceeding shall be defined as any of the following:
 - a. Time spent in Federal or State Court, under subpoena or Court order;
 - b. Time spent in signing and securing warrants;
 - c. Time spent attending implied consent hearings, under notice of hearing; or
 - d. Time spent in responding to a subpoena for the taking of depositions.
2. Time spent, whether on or off duty, in any proceeding of the Employee against the City or as a witness of any Employee proceeding against the City, is not considered Court time under this Article and will not be compensated.
3. Notwithstanding the above, the City shall have the right to place Employees on standby and pay them pursuant to Article 33 - Standby, rather than Article 32- Court Time, for possible court appearances. Said standby pay shall be waived if the Employee is subsequently called to appear.
4. Employees shall report for said legal proceedings in uniform when notified to do so by the Chief Legal Officer or Assistant Prosecutor in charge of the proceedings. Such notification shall be given at the time of service or notification of the subpoena or Court order.
5. 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.
6. When an Employee is required to attend a legal proceeding during a regularly scheduled work day, he/she will be compensated at straight time; however, any Employee called to appear at any legal proceeding immediately prior to or immediately subsequent to a normal work shift shall be paid at time and one-half (1½) his/her normal rate of pay only for the time actually worked before or after the Employee's scheduled work shift. Off-duty hours, for the purpose of this Section shall not include those hours when an Employee is drawing sick or injury pay.

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7. All subpoena fees received by the Employee shall be submitted to the City; mileage fees received by the Employee shall be submitted to the City whenever transportation has been furnished by the City. An Employee required to travel outside Genesee County in response to a subpoena or Court order shall be provided with a City vehicle, if one is available. In the event no City vehicle is available, the Employee shall be responsible for providing his/her own transportation for which he/she shall be compensated at the IRS Standard Mileage Rate for Business per mile, both ways.
8. It is understood that the above provisions do not apply where the Employee is called by the Union as a witness in a legal proceeding against the City or where the Employee is an adverse party in interest to the City.

**ARTICLE 33
STANDBY**

1. An Employee may be required to remain on call at any location that will allow him/her to report to work within one (1) hour.
2. For compensation, the Employee on such duty shall receive, at his/her regular straight time rate of pay, one (1) hour pay for each calendar day, Monday through Friday, and two (2) hours pay for each calendar Saturday and/or Sunday of such duty. Standby time shall not be considered time worked for purposes of overtime, nor will payments for standby time be considered earnings for purposes of Final Average Compensation.

**ARTICLE 34
PERSONAL PROPERTY REIMBURSEMENT**

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

**ARTICLE 35
VETERANS RIGHTS AND BENEFITS**

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

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ARTICLE 36
CHANGE OF ADDRESS AND TELEPHONE NUMBER

1. Change of Address. An Employee changing his/her place of permanent residence shall within seven (7) calendar days make such change known to his/her immediate supervisor on a form provided by the City for such purposes. The Employee's address as it appears on the City's records shall be conclusive when used in connection with the layoffs, recall, or other notices to Employees.
2. Telephone Numbers. All Employees shall be required to give their home phone numbers, cell phone numbers, and an email address to the Chief of Police. It is understood that Employees, as a condition of continued employment, are obligated to maintain a telephone at their residence or a cell phone at their own expense. An Employee changing his/her phone number shall make such change known within seven (7) calendar days to his/her immediate supervisor on a form provided by the City for such purposes. Such phone numbers and email addresses shall be held in strict confidence and will not be given out to anyone except the City Administrators without the permission of the Employee and then only by a Command Officer. The Employee's phone number(s) as they appear on the City's records shall be conclusive when used in connection with layoffs, recalls, or other notices to Employees.

ARTICLE 37
OUTSIDE EMPLOYMENT

1. Employees shall comply with all applicable departmental rules and regulations as well as applicable laws.
2. Requests for authorization to obtain outside employment must be submitted in writing, to the Chief of Police, and approved, before any Employee may engage in outside employment. Such request shall include:
 - a. A general job description of what the Employee will be doing;
 - b. In the case of employment as a security agent, for a security company, or for another police department, an insurance policy must be provided to cover all costs incurred in the defense of, settlement of, or award granted in any lawsuit involving an Employee's activities in their outside employment; and,
 - c. The number of days contemplated being worked and the hours.
3. Employees shall not wear the Department uniform without authorization of the Chief of Police.

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4. Outside employment must not conflict with the Employee's work hours or interfere in anyway with the satisfactory and impartial performance of the Employee's duties.
5. Employees shall not be allowed to work in a bar.
6. Outside employment approved prior to the effective date of this Agreement must be disclosed within thirty (30) calendar days of the effective date of this Agreement. Such disclosure must comply with 2(a)-2(c), above. Failure to comply with this Article may result in discipline up to and including discharge.

ARTICLE 38
FIELD TRAINING PROGRAM

1. General. The Department at its discretion may utilize a Field Training Program to train new patrol officers. In the event that it does, Sergeants may be responsible for certain oversight of the program and will be compensated as outlined in this Article. The City may terminate the Field Training Program, or remove any Field Training Program work from Employees covered by this Agreement, at any time.
2. FTO Coordinator/FTO Sergeant. The assignment of Field Training Program duties is at the discretion of the Chief and subject to any training requirements established by the Department. Under the Field Training Program, qualified Employees may be assigned the duties of "FTO Coordinator" or "FTO Sergeant."
3. FTO Bonus. In recognition of the additional duties of the FTO Coordinator and FTO Sergeant, the City will provide lump sum payments ("FTO Bonus"), to those Employees assigned such roles in accordance with the following. However, in no instance will the aggregate FTO Bonus payments exceed ten thousand dollars (\$10,000.00) in any fiscal year.
 - a. FTO Coordinator. During the first full pay period after January 1, 2019, and each subsequent January 1 during the term of this Agreement, the FTO Coordinator will be provided an FTO Bonus in the amount of two thousand dollars (\$2,000.00) if he/she performed the duties of FTO Coordinator for the immediately preceding fiscal year (July 1 – June 30). The FTO Bonus may be prorated if the Employee was not assigned such duties for the entire fiscal year.
 - b. FTO Sergeant. Any day in which an Employee is assigned to perform FTO Sergeant duties, they will receive additional compensation for that day equal to one (1) hour at their base hourly rate in accordance with the Compensation Schedule in Article 30 – Wages.
 - c. FTO Bonus payments are not compensation for purposes of Final Average Compensation.

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**ARTICLE 39
NO-STRIKE CLAUSE**

1. No Strike. It is the intent of the parties of this Agreement that the Grievance Procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Union agrees that during the life of this Agreement, the Union shall not cause nor shall any member of the Union take part in any strike or refusal to work. For purposes of this Agreement the term "strike" shall mean any concerted activity resulting in a failure to report for duty, willful absence from a position, or a stoppage or abstinence in whole or in part from the full and proper performance of lawful duties as a police officer.
2. Affirmative Action. The Union agrees that it will take prompt affirmative action to prevent or stop any strike or refusal to work of any kind on the part of its members by notifying the Employees that it disavows these acts.
3. During the life of this Agreement, the Union shall not cause its members, nor shall any member of the Union engage in any strike because of a labor dispute between the City and any other labor organization.
4. No Lock-Out. The City agrees that during the life of this Agreement there will be no lock-out.

**ARTICLE 40
SEPARABILITY AND SAVINGS CLAUSE**

1. If any Article, Section, or Appendix of this Agreement shall be invalid by operation of law or held invalid by any tribunal or court of competent jurisdiction, or if compliance with any Article, Section, or Appendix shall be restrained by any such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article, Section, or Appendix to persons or circumstances other than those which it is invalid, or has been held invalid or compliance with has been restrained, shall not be affected thereby.
2. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.
3. Any provision of any prior agreement between the parties, including, but not limited to, a letter of understanding or memorandum of understanding, not contained in this Agreement, shall be considered null and void with no further force or effect. This does not apply to any letter of understanding or memorandum of understanding entered into by the parties after this Agreement is signed.

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**ARTICLE 41
SCOPE OF AGREEMENT**

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

**ARTICLE 42
SUSPENSION OF NON-ESSENTIAL SERVICES**

If the City's Chief Executive suspends services due to weather or another 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, if available, or approved unpaid time off to cover time not worked.

**ARTICLE 43
WORK RULES**

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

**ARTICLE 44
EMPLOYEE DEATH**

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

**ARTICLE 45
PROMOTIONS**

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1. In the event the City, during the term of this Agreement, shall establish a new or different testing procedure or eligibility requirements for promotion to Lieutenant, other than those hereinafter set forth, the City will meet and confer with the Union relative thereto. In the event the parties are unable to agree, the City shall have the right and discretion to modify the promotional process as it deems appropriate. The City will provide notice to the Union of eligibility requirements and changes to the testing procedure at least five (5) days before implementing any changes.
2. The City shall have the right to select among the top five (5) rank eligibles or from among all eligibles falling within three percentage (3%) points of the highest score certified, whichever produces the greatest of eligibles, plus all ties with the lowest score certified.
3. To be eligible for promotion, the officer must have a minimum of five (5) years of experience in the City of Flint Police Department, immediately prior to the deadline date for filing for the promotional examination for Lieutenant, with at least one (1) year as a Sergeant. Additionally, the officer must have completed thirty (30) college credit hours, verified by a transcript from an accredited institution, prior to the deadline date for filing for the promotional examination for Lieutenant.
4. The promotional examination for Lieutenant shall consist of both a written and oral portion. Both portions will be weighed equally in determining the officer's score. Ties in examinations shall be resolved as defined in Article 10 – Seniority Section 1(d).
5. An Employee shall be allowed, upon his/her request, time off without loss of pay for the purpose of taking any written or oral examination concerned with promotion when such examination is administered by the Human Resources Department and where the Employee is eligible to take such examination.
6. Promotional eligibility lists for Lieutenants shall have a duration of twenty-four (24) months.

**ARTICLE 46
TUITION REIMBURSEMENT PROGRAM**

1. Amount. The Employer will reimburse an Employee for fifty percent (50%) of his/her tuition expenses up to two hundred fifty dollars (\$250.00) per fiscal year; provided:
 - a. The Employee agrees, in writing, to remain a full time Employee for a period of one (1) year following the completion of the course and likewise agrees that if he/she leaves the City's employ before the expiration of the one (1) year period, he/she will have deducted from his/her 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

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- b. The Employee satisfactorily completes each course.
 - c. Reimbursement for said tuition expenses in the Department under this Article shall not exceed the sum of one thousand five hundred dollars (\$1,500.00) in any one (1) fiscal year.
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/she has satisfactorily completed the course and has expended the amount of tuition submitted in the application for tuition.
- Satisfactory completion is a "C" or better in undergraduate work and a "B" or better in graduate work.
3. General. The courses must be approved by the Human Resources/Labor Relations Department as being such courses that would aid the Employee in the practice and performance of the Employee's services to the Employer and would contribute to his/her professional growth, and must be with an accredited college, university, or community college.
4. Courses shall be taken during an educational leave of absence or on the Employee's off-duty time; provided, however, that courses may be taken during duty hours contingent, upon approval of the Chief of Police. Hours lost under these circumstances shall be made up by the Employee or may be deducted from the Employee's accrued PTO.

**ARTICLE 47
DURATION OF AGREEMENT**

1. This Agreement shall be effective upon ratification through June 30, 2020, and shall continue thereafter for successive periods of one (1) year, unless either party at least thirty (30) days prior to June 30, 2020, and each June 30 thereafter, serves written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement.
2. An emergency manager appointed under the Local Financial Stability and Choice Act, 2012 PA 436, MCL 141.1541 to 141.1575, will have such authority relative to the terms of this Agreement as provided under the Act.

Signature Page

DRAFT

APPENDIX A

FLINT

POLICE DEPT. DRUG/ALCOHOL TESTING POLICY

Section 1. Statement of Policy.

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

Section 2. Effectuation.

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

Section 3. Prohibitions.

Employees shall be prohibited from:

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

Section 4. Drug and Alcohol Testing Permitted.

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

possible drug or alcohol abuse, except as specifically provided for in this section. Reasonable suspicion will be based on one of the following factors:

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

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

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

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

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

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

F. Return to Duty: After EAP has cleared the Employee to return to work, the Employee will be subjected to drug and/or alcohol testing.

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

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

Section 5. Order to Submit to Testing.

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

Section 6. Test to be Conducted.

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

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

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

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

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

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

F. The City will require that its drug testing lab and breath testing facility report that a specimen is positive only if both the initial screening and confirmation test are positive. Drug tests results shall be evaluated by the Medical Review Officer (see Section 7(C)) in a manner to ensure that an Employee's legal drug use and diet are properly taken into account when evaluating the test results. For the purpose of this Appendix, a positive drug test result means the

presence of drugs and/or their metabolites in an Employee that equals or exceeds the levels set forth in Section 7, below. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or form adverse to the Employee's interests.

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

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

Section 7. Drug Testing Standards.

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

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

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

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

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

Section 8. Consequences for policy violations / Disciplinary Action.

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

A. Positive Alcohol Test (Range 1). Any Police Union Employee who undergoes any type of alcohol testing, and subsequently receives a positive test result indicating an alcohol concentration level of greater than or equal to 0.02 but less than 0.04 shall be immediately suspended from their safety-sensitive position for a period of twenty-four (24) hours. During this period, the Employee shall be on without pay status, as outlined under First Offense, below.

B. Failure to provide 45 milliliters of urine for a drug test. In the event that an Employee is unable to provide 45 ml of urine for any type of drug test within a three (3) hour period beginning from the time the Employee arrives at the collection site, he will be referred to a physician of the City's choosing who shall make a determination as to whether the inability to provide the required specimen is the result of a pre-existing physical condition. The examining physician shall submit a report, in writing, to the MRO who shall then make a determination as to whether the test shall be reported as a negative or a positive.

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

1. First Offense.

- a. Immediate suspension without pay.
- b. The Employee must undergo a substance abuse evaluation through the EAP within a time frame set by a member of the Labor Relations Department professional staff. In general, this time period shall not exceed a period of one (1) month from the date of suspension.

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

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

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

2. Second Offense.

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

D. Positive Drug Test.

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

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

Section 9. COSTS

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

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

Section 10. Conflict With Other Laws.

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

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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: 1/23/2019

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

CBA - PD Sergeants

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):		1/23/2019	<i>AW</i>
2. Finance			
3. City Administrator			

Please call Jennifer at ex. 2082