

**FLINT POLICE
OFFICERS' ASSOCIATION**

and

THE CITY OF FLINT

COLLECTIVE BARGAINING AGREEMENT

Effective through June 30, 2025

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**FLINT POLICE OFFICERS' ASSOCIATION *and* THE CITY OF FLINT
COLLECTIVE BARGAINING AGREEMENT
through June 30, 2025**

PREAMBLE

THIS AGREEMENT is entered into on this 5th day of MARCH, 2023, pursuant to and in accordance with Michigan Public Employment Relations Act, between the City of Flint ("City" or "Employer") and the Flint Police Officers' Association ("Union").

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

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE 1
RECOGNITION**

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

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

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

**ARTICLE 2
DUES DEDUCTIONS**

1. Membership in the Union is not compulsory. Regular Employees have the right to join, not join, maintain or discontinue their membership in the Union as they see fit. The Union agrees not to solicit Union membership and not to conduct activities, except as otherwise provided for by the terms in this Agreement, during working hours of the Employees or in any manner that may interfere with Employees engaged in work.

2. During the term of this Agreement, the City agrees to deduct from the wages of Employees who are members of the Union all Union membership dues and initiation fees

uniformly required; provided, however, that the Union shall present to the City written authorizations properly executed by each Employee allowing such deductions and payments to the Union. Previously signed authorizations shall continue to be effective as to current Employees and as to reinstated Employees. Any future increase in Union dues and/or initiation fees shall not require Employees to sign new authorization forms.

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

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

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

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

ARTICLE 3 UNION RIGHTS

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

2. Special Conference. Special conferences on important matters will be arranged between the Union and the Chief of Police or the Employer or their designated representative upon the request of either party. Such meetings shall be between not more than three (3) representatives of the Employer and not more than three (3) representatives of the Union, unless otherwise mutually agreed. Arrangements for such conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference

is requested. Matters taken up in special conferences shall be confined to those matters included in the agenda, unless both parties agree to include other items. Conferences shall be held on a work day, but not more than once per month, unless otherwise mutually agreed.

ARTICLE 4 **MANAGEMENT RIGHTS**

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

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

ARTICLE 5 **ASSOCIATION PRESIDENT**

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

2. The President is a police officer first and a Union Steward second, and as such is accountable for his or her conduct as it relates to all Orders and Memoranda as well as City, State, and Federal laws. The President must wear a police uniform during work hours as required by the Chief of Police. During all other work hours, the President must be dressed in a dignified manner and shall, unless waived by the Chief of Police, wear a sport coat and tie, or suit and tie.

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

ARTICLE 6 STEWARDS

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

2. One Steward, or alternate, shall during his working hours (two (2) hours maximum per shift), without loss of time or pay, in accordance with the terms of this Article, investigate and process grievances upon having received permission from their superior to do so. The privilege of such steward leaving his work during hours without loss of time or pay is subject to the understanding that only reasonable time will be devoted to the proper processing of grievances and will not be abused. Any abuse of this time will result in disciplinary action by the Employer and the Union.

ARTICLE 7 OFFICE SPACE

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

ARTICLE 8 VISITS BY UNION REPRESENTATIVES

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

2. The Union shall be entitled to confer with the Chief, his Designee or the Human Resources/Labor Relations Director or designee at a mutually convenient time and place.

3. The Union shall be entitled to confer with the Employer with respect to implementation of any major change in conditions of employment, and the City will so notify the Union in writing.

4. The Union shall be afforded an opportunity to address Employees attending a Police Academy for recruit training at a time to be mutually agreed to, for the purpose of advising said Employees relative to the collective bargaining agreement.

ARTICLE 9 BARGAINING TEAM

The Union's bargaining team shall be limited to five (5) members. When bargaining occurs during their normal work shift, up to two (2) bargaining team members shall be released

for bargaining without loss of time or pay. In no event will the Employer compensate an Employee for hours spent in bargaining or other Union activities beyond the Employee's normal work shift.

ARTICLE 10 BULLETIN BOARDS

1. The Employer will provide a Bulletin Board in the Police Building which may be used by the Union for posting notices limited to:

- a. Notices of Union recreational or social events.
- b. Notice of Police Union elections and results.
- c. Notices of Union meetings and results.
- d. Official Association communications.
- e. Fraternal Police communications.
- f. Other information which is not derogatory to the City or its administration.

2. The Union will provide the Chief of Police, or designee, with a copy of any notice before it is posted for review and approval.

ARTICLE 11 UNION BUSINESS

1. Upon written request from the Employee(s), the City may allow up to three (3) Employees to attend conferences and/or seminars of any beneficial group or association which is sanctioned by the Union. Leave granted shall not exceed four (4) work days for each Employee per fiscal year, nor a total of twelve (12) work days per fiscal year for all Employees in the bargaining unit.

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

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

ARTICLE 12 WORK TIME AND PAY PERIODS

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

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

3. Scheduling. All Employees shall have a regular work schedule consisting of eight (8), ten (10), or twelve (12) consecutive hours in any twenty-four (24) hour period except during shift changes. Scheduling will allow each Employee at least two (2) consecutive days off in any fourteen (14) day pay period.

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

ARTICLE 13 SENIORITY

1. Definitions

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

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

the probationary period will begin upon the successful completion of the MCOLES-Certified Academy.

- a. During the probationary period, the new Employee is eligible for fringe benefits set forth in this Agreement, but shall not be deemed a permanent Employee until they have successfully passed their probationary period. Upon successful completion of their probationary period, they shall be made permanent in their position and afforded all rights of a permanent Employee in their classification.
- b. The probationary period is for the purpose of enabling the City to determine if an Employee has the attributes, attitude, and capabilities of satisfactorily performing all of the duties of the position. A probationary Employee may be terminated for any reason at the sole discretion of the City during such period without recourse to the grievance procedure, but the Employee shall be notified of such reason in writing at the time of their termination. The probationary period may be extended for up to six (6) months at the discretion of the Chief upon written notice to the Employee and the Union of the reasons for the extension and of the steps to be taken by the Employee and the City during the extended probationary period. During the probationary period, Employees shall be considered as at-will Employees and are not covered by Article 32 – Discharge and Discipline.

3. Computation. For each straight time hour paid after the last date of hire, an Employee shall receive seniority credit. Seniority credit shall also accrue for each straight time hour paid while on paid time off, applicable military leave, and/or duty related injury for which the Employee receives Workers' Compensation. Seniority credit will not accrue for unpaid leaves of absence, including but not limited to unpaid time off, time spent on layoff, and time off work due to disciplinary action.
4. Loss of Seniority. An Employee shall lose seniority, and be terminated from employment, for the following reasons:
 - a. The Employee quits or retires.
 - b. The Employee is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
 - c. The Employee fails to report for work within five (5) days from the receipt of the notice of recall as required by Article 14 – Layoff and Recall, Section 3.
 - d. If an Employee is laid off for a continuous period equivalent to the length of the Employee's classification seniority or twenty-four (24) months, whichever is less. In the case of a laid-off Employee with less than one (1) year of seniority, the City and the Union may mutually agree to extend the period.
 - e. The Employee is absent for any three (3) consecutive working days without properly notifying the Employer. In that event, the Employee is considered to

have resigned (voluntary quit) and is no longer in the employ of the City of Flint. In proper cases exceptions shall be made if the Employee produces convincing proof of his inability to give proper notice.

- f. Failure to return to work from a leave caused by the Employee's approved non-work-related disability within one (1) year after such leave begins. If an Employee on such leave returns to work but fails to remain in active employment with the Employer for at least six (6) consecutive months, the Employer will consider any subsequent period on a leave caused by the Employee's disability a continuation of the original period of leave for purposes of application of this paragraph. However, if the Employee demonstrates by clear and convincing evidence that a subsequent period of disability was caused by a different injury or condition, that subsequent period will not be deemed a continuation of the original period of leave for purposes of application of this paragraph.
- g. The Employee fails to return on the specified date following an approved disability leave. In proper cases, exceptions may be made upon the Employee presenting convincing proof of his/her inability to return on the required date.

ARTICLE 14 **LAYOFF AND RECALL**

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

classification to which the Employee has bumped downward to and including continuous employment in any higher classification. Said Employee shall receive the wage rate of the applicable wage grade within the classification assumed.

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

3. Recall. Employees will be recalled in the reverse order of the layoff in accordance with Section 1(c) of the "Seniority" Article. Notice of recall shall be sent certified mail to the Union and the Employee at his address as it appears on the City's records and the Employee shall be required to report for work within five (5) days from the date of receipt. If the Employee has not reported for work within five (5) days of the date of notice to the Union, said Employee will be considered a voluntary quit. A reasonable extension of this five (5) day period may be granted by the Chief of Police, for good cause, with notice to Human Resources.

4. Layoff List.

(a) An Employee who is laid off or reduced shall be placed on the layoff list for the appropriate classification or related job classification for a period of twenty-four (24) months or the length of the Employee's classification seniority, whichever is less.

(b) An Employee who is unable to return to work because of a continuing disability after one (1) year from the date of disability will be placed on the layoff list for the Employee's classification. The Employee will remain on the layoff list for a period of one (1) year or the length of the Employee's seniority, whichever is less, from the date of disability. At any time during said period that the Employee has recovered, and a position in his classification or related classification becomes available and is not accepted by the Employee, the Employee shall be considered as having voluntarily quit. If no position has become available during said period the Employee's name shall be removed from the layoff list.

ARTICLE 15

AUTHORIZED PAYROLL DEDUCTIONS

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

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

ARTICLE 16 WAGES

1. Effective on the first full pay period following the designated dates, the Compensation Schedule for Employees shall be as follows:

| <i>Compensation Schedule</i> | | | |
|------------------------------|-------------|--------------------------------|-------------------------------|
| <i>Seniority</i> | <i>Step</i> | <i>Ratification – 12/31/23</i> | <i>1/1/24 – 6/30/25 (+2%)</i> |
| Start – End 1 Year | 1 | \$20.51 | \$20.92 |
| Start 2nd Year | 2 | \$22.11 | \$22.55 |
| Start 3rd Year | 3 | \$23.71 | \$24.18 |
| Start 4th Year | 4 | \$25.31 | \$25.82 |
| Start 5th Year | 5 | \$26.91 | \$27.45 |
| Start 6th Year | 6 | \$28.51 | \$29.08 |
| Start 7th Year | 7 | \$30.11 | \$30.71 |

2. The City may offer a prospective new bargaining unit employee with comparable employment experience a discretionary rate of pay not to exceed the “Start 5th Year” rate of the Compensation Schedule. Assignment of a discretionary pay does not confer any additional City, Departmental, or Classification seniority, or any additional benefits or entitlements under this Agreement. During the term of this Agreement, Employees paid at a discretionary pay rate shall receive “increased discretionary pay” as follows:

- a. “Increased discretionary pay” is pay at the Compensation Schedule step that is one step above their initial discretionary pay.
- b. An employee paid at a discretionary pay rate shall receive increased discretionary pay upon completion of a year of City seniority during the term of this Agreement.
- c. An employee who is receiving increased discretionary pay during the term of this Agreement may receive additional increased discretionary pay upon completion of additional years of City seniority during the term of this Agreement.
- d. Increased discretionary pay does not confer any additional City, departmental, or classification seniority, or any other benefit or entitlement under this Agreement.
- e. Any employee who would have received “increased discretionary pay” but for the expiration of the Memorandum of Understanding regarding Increased Discretionary Pay executed by the parties on October 22, 2021 (“IDP MOU”) will

receive such “increased discretionary time” that the employee would have received had the IDP MOU remained in full force and effect. The City will compensate those employees who qualify for “increased discretionary pay” under this subsection for the lost wages due to the expiration of the IDP MOU.

3. **Signing Bonuses.** all current employees who were at Step 8 of the expired CBA on April 30, 2022 shall receive a signing bonus in the gross amount of \$2,500. All other current employees shall receive a signing bonus in the gross amount of \$1,500. The bonuses shall be paid within 30 days of ratification of this Agreement. Such bonuses are not compensation for purposes of Final Average Compensation.

ARTICLE 17 SHIFT PREMIUM

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

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

ARTICLE 18 OVERTIME AND OVERTIME PAY

1. **Definition.** Employees who regularly work eight (8) hours shifts, shall be paid an overtime premium of one and one-half (1½) times the Employee’s regular hourly rate, for all hours worked in excess of eighty (80) hours during a single pay period. Employees who regularly work twelve (12) hours shifts, shall be paid an overtime premium of one and one-half (1½) times the Employee’s regular hourly rate, for all hours worked in excess of eighty (84) hours during a single pay period. For the purpose of computing overtime hours, only actual hours worked shall be counted towards eligibility of overtime premium pay. Time spent on leave during a two (2) week pay period shall not be counted as time worked for overtime purposes.

2. **Overtime Pay.** Except as provided elsewhere in this Agreement, compensation for overtime shall be computed at one and one-half (1½) times the regular hourly rate of pay for all overtime worked. Premium payments are not to be duplicated, e.g., overtime and holiday premium pay shall not be paid for the same hours worked.

3. **Compensatory Time.** Employees may, at their request, earn up to one hundred twenty (120) 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 one hundred twenty (120) hours of compensatory time. After an employee has earned one hundred twenty (120) hours of compensatory time in the calendar year or has a bank of one hundred twenty (120) hours of compensatory time, any overtime worked must be compensated as overtime pay in accordance with subsection 2, above.
- b. **Compensatory Time Payout.** Upon a written request to the Director of Human Relations/Labor Relations, an Employee may elect to cash in their accumulated compensatory time at either a rate equal to their regular rate at the time such an election is made, or their regular rate at the time the compensatory time was earned, whichever is greater. Such payment shall be made within thirty (30) days after the Employee's written request is received by the Director of Human Relations/Labor Relations.
- c. **Compensatory Time Payout on Termination, or Retirement.** Upon retirement or termination of employment, an Employee shall be compensated for his accrued compensatory time at the time their employment is terminated, the Employee is laid off, or the Employee retires, at the highest of the following rates: (i) the rate of the Employee at the time the compensatory time was earned; (ii) the average rate of the Employee during their last three years of employment; (iii) the final rate received by the Employee. Such payment shall be made within thirty (30) days after the Employee's termination, layoff, or retirement and such payment shall not be included as final average compensation for the purpose of computing retirement benefits.
- d. **Compensatory Time Payout upon Death.** In the event of the Employee's death, unused accumulated compensatory time shall be paid to the Employee's living life insurance beneficiary at the highest of the following regular hourly rates: (i) the rate of the Employee at the time the compensatory time was earned; (ii) the average rate of the Employee during their last three years of employment; (iii) the final rate received by the Employee.

4. All overtime hours worked, whether paid in cash or compensatory, shall be charged on the master overtime equalization chart.

5. If the Employer announces any overtime opportunity as being paid only by compensatory time and an insufficient number of Employee volunteer for the overtime opportunity, the Employer may either cancel the vacant overtime slots or open those slots to overtime paid in cash.

6. Requests for use of compensatory time shall be made in writing to the Chief of Police prior to the first date being requested. The Chief of Police shall grant such requests unless, at his discretion, the use of compensatory time for the period requested will unduly disrupt the operations of the Department.

7. **Special Overtime Assignments.**

- a. The Chief of Police or designee may offer a Special Overtime Assignment (SOA). SOAs may include assignments related to high drug-trafficking locations, Halloween Eve, elections, violent crime hotspots, human trafficking assignments, or other specific law enforcement concerns as determined by the Chief of Police.
- b. An Employee will be paid at one and one-half (1½) times the Employee's regular hourly rate for all hours worked under the following conditions:
 - i. The Chief of Police or designee offers a SOA.
 - ii. The Employee volunteers to work, and does work, an SOA during a shift that the Employee was not scheduled to work.
- c. SOA opportunities are governed by Article 31 (Equalization of Scheduled Overtime).
- d. SOA hours will be charged on the master overtime equalization chart in the same manner as any other overtime hours worked pursuant to this Article.
- e. Premium payments for SOAs are contingent on the availability of Grant Funds and/or Drug Forfeiture Funds. The City anticipates using grant funding from several sources and reserves the right to determine which grant funding will be used for SOA premiums. This MOU is not a guarantee that the City will offer any SOA.
- f. The SOA premium rate and the overtime compensation rate for other overtime hours worked pursuant to this Article shall not be paid for the same hours worked. The remaining provisions of this Article are not affected by this Special Overtime Assignments provision.

**ARTICLE 19
COURT TIME**

1. For the time spent in any legal proceeding by an Employee during his off-duty hours, providing said proceeding is the result of, or arises from, the performance of such Employee's duties as a police officer, the Employee shall be compensated at time and one-half (1½) his normal rate of pay for a minimum of two (2) hours. For purposes of this Article, a legal proceeding shall be defined as any of the following:

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

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

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

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

5. When an Employee is required to attend a legal proceeding during a regularly scheduled work day, he will be compensated at straight time, however, any Employee called to appear at any legal proceeding immediately prior to or immediately subsequent to a normal work shift shall be paid at time and one-half (1½) his normal rate of pay only for the time actually worked before or after the Employee's scheduled work shift. Off-duty hours, for the purpose of this Section shall not include those hours when an Employee is drawing sick or injury pay.

6. All subpoena fees received by the Employee shall be submitted to the City; mileage fees received by the Employee shall be submitted to the City whenever transportation has been furnished by the City. An Employee required to travel outside Genesee County in response to a subpoena or Court order shall be provided with a City vehicle, if one is available. In the event no City vehicle is available, the Employee shall be responsible for providing his own transportation for which he shall be compensated at the IRS Standard Mileage Rate for Business per mile, both ways.

7. It is understood that the above provisions do not apply where the employee is called by the Union as a witness in a legal proceeding against the City or where the employee is an adverse party in interest to the City.

ARTICLE 20 CALL-IN

1. Whenever an Employee is called back to work, he shall be paid for a minimum of two (2) hours at overtime rates. Time spent on call-in shall not include time spent on standby. Employees who are called back will perform only those duties which are normally assigned his rank and/or position and the Employer will not assign any duty which would tend to, or in fact would, degrade him as a Law Enforcement Officer. However, any of the Employees so affected may be required to remain on duty to make up the difference between the actual time spent at the task for which he was returned and the two (2) hours overtime for which he was compensated.

2. Nothing provided herein shall require the payment of call-in time if an Employee is being called in as the result of the Employee's own negligence.

ARTICLE 21 STAND-BY

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

2. For compensation, the Employee on such duty shall receive at his regular straight time rate of pay one (1) hour pay for each calendar day, Monday through Friday and two (2) hours pay for each calendar Saturday, Sunday, and/or holiday of such duty. Standby time shall not be considered time worked for purposes of overtime, nor will payments for standby time be considered earnings for purposes of Final Average Compensation.

ARTICLE 22 SUSPENSION OF NON-ESSENTIAL SERVICES

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

ARTICLE 23 HOLIDAYS

1. The following days shall be designated as holidays:

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

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

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

ARTICLE 24 PAID TIME OFF (PTO)

1. PTO Conversion. Effective July 1, 2014, all categories of time off (e.g. annual leave and sick leave) were eliminated and a Paid Time Off ("PTO") system was established. Employees who had accumulated annual leave and sick leave before July 1, 2014, had up to 200 hours of then accumulated annual and sick leave converted to PTO. Any hours in excess of 200 hours were placed in a holding bank and will be paid out at retirement or death at the rate of 100% of the Employee's straight time hourly rate as of June 30, 2014. Such payment will not be included in the final average compensation for purposes of computing retirement benefits.

2. Accrual of PTO. Effective upon the first pay period following ratification of this Agreement, 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 ($\frac{1}{2}$) the amount shown in the schedule below. PTO shall be based on City seniority (as defined in this Agreement) uninterrupted by resignation or discharge. PTO shall be accrued on the following basis:

| <i>Years of Service</i> | <i>Maximum Hours Accrued Per Payroll Period</i> | <i>Maximum Annual Accumulation</i> | <i>Maximum Accumulated Hours</i> |
|-------------------------|---|------------------------------------|----------------------------------|
| First 24 Months | 6.15 | 159.9 | 378 |
| Start of 3rd year | 7.69 | 199.94 | 450 |
| Start of 12th year | 9.23 | 239.98 | 450 |
| Start of 17th year | 10.77 | 280.02 | 450 |

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

3. General. Accumulation of PTO shall begin at the date of employment, but may not be used during the first ninety (90) calendar days of employment. Employees terminating within the first six (6) months shall forfeit any right to payment for said accumulated time. However, an Employee who is involuntarily called into the United States Armed Forces shall receive allowance for PTO computed under the terms of this Article from date of employment for the term of the involuntary tour of duty, even if the employee worked less than six (6) months.

4. PTO Payout on Termination, Retirement, Death.

- a. Upon retirement or termination of employment (including at time of layoff), an Employee shall be compensated for his accrued PTO up to a maximum of three hundred seventy eight (378) hours at the time the employment is terminated, the Employee is laid off or the Employee retires at the rate of 100% of the Employees' straight time hourly rate. Any PTO in excess of three hundred seventy-eight (378) hours shall be forfeited.

- b. Such payment shall be made within sixty (60) days after the Employee retires/terminates employment/laid off and such payment shall not be included as final average compensation for the purpose of computing retirement benefits.
- c. In the event of the Employee's death, unused accumulated PTO shall be paid to the Employee's living life insurance beneficiary at the rate of 100% of the Employees' straight time hourly rate.

5. Scheduled PTO.

- a. All requests for scheduled PTO shall be determined at the discretion of the Chief of Police dependent on the needs of the department and seniority of the Employees. Within this context, wherever possible, the Chief of Police shall give preference to seniority Employees in granting requests.
- b. Schedules, whereby Employees with accrued PTO days may be afforded an opportunity to take and use such accrued PTO days, shall be developed by the Chief of Police in accordance with the following provisions:
 - i. The calendar year shall be divided into segments equal to pay periods. All pay periods falling within, and including, the first pay period starting in the month of May and the last pay period starting in the month of September shall be known as the "Summer PTO Period." The remaining pay periods of the calendar year shall comprise the "Winter PTO Period."
 - ii. Employees shall be provided an opportunity to take and use any portion of their accrued PTO days for the purpose of taking one "summer PTO period" and again for the purpose of taking one "winter PTO period."
 - iii. All requests for summer PTO and again for winter PTO shall be granted by the Chief of Police on the basis of departmental needs and seniority (as outlined elsewhere in this Agreement) of the Employees assigned to any of the various work groups within the department. For the purpose of this Agreement, a work group shall be any group of Employees assigned to a common shift, section, squad, unit, etc. (such as 1st Shift Patrol, 2nd Shift Traffic, Homicide Squad, etc.), such work groups to be determined and designated as such by the Chief of Police provided, however, that such determination and designation shall not be made whereby any Employee will be denied an opportunity to take and use his PTO days, as provided in this Agreement.
 - iv. Employees shall be allowed to pick, in accordance with the provisions outlined above, the particular pay period in which to take their summer and winter PTO. Such picking of PTO periods shall be done in the two (2) week period immediately preceding the end of the summer PTO period.

Any Employee, not prepared when his turn comes to so pick the particular pay period of his preference in which to take his summer or winter PTO, shall be passed over until all other members within his work group have picked, regardless of his seniority status.

- v. Summer and winter PTO shall be restricted in length to one (1) pay period, however, nothing shall prohibit an Employee from taking additional PTO days in an adjacent pay period where all other Employees have been allowed to pick their summer or winter PTO and the particular adjacent pay period desired has not been filled, as outlined above, by the limited number of Employees allowed to be absent on leave during that time.
- vi. The number of Employees from any work group allowed to be absent on PTO during any particular pay period shall be determined by the Chief of Police, provided, however, that such determination shall not be made whereby any Employee will be denied an opportunity to take and use his days, as provided in this Agreement. Such determination shall be so made and established and brought to the attention of the Employees of the various work groups at the time of picking of summer and winter PTO periods.
- vii. Except for the PTO days taken for summer and winter PTO as outlined above, all other requests to take and use scheduled PTO days, if granted, shall be granted by the Chief of Police on a first come, first served basis, by work group and departmental needs.
- viii. Scheduled PTO may be canceled by the Chief of Police in any situation deemed by him to be an emergency, or upon the request of the Employee.

6. Unscheduled PTO.

a. Health Related Condition.

- i. An Employee shall be allowed to apply and receive PTO in the event of illness, injury or other conditions related to his health prohibiting him from effectively performing his assigned duties. Employees absent/late without just cause, are subject to discipline. The City may require an Employee to provide proof of such illness, injury, or other conditions related to the Employee's health, before granting any request for PTO.
- ii. The Chief of Police or authorized representative may also require the Employee to be examined on City time by the City's Physician to determine whether the Employee has recovered sufficiently from the condition causing such absence to return to work.

- iii. Charges against accumulated PTO shall be made only for time lost for which the Employee normally would have received pay and during which he normally would have been required to work.
- iv. Employees requesting PTO for health-related reasons must request and receive approval from the Employer twenty-four (24) hours before PTO begins. If an Employee is absent and advance notice is not given, the Employer may require proof that they could not provide prior notice.
- v. Where an Employee finds that he will be unable to report for work where prior notice was not possible, such Employee shall notify the appropriate supervisor within one-half ($\frac{1}{2}$) hour prior to the Employee's scheduled starting time. Subsequent to making such notice, said Employee shall confine himself to his place of residence during those hours he would normally be on duty, unless directed otherwise by a licensed physician, and in such event said Employee shall notify the appropriate supervisor of the physician's direction. Provided further, on notifying the appropriate supervisor of the need for medication or the services of a physician, an Employee shall be allowed to leave his residence to seek such service for a period of time reasonable to the situation and surrounding circumstances.
- vi. PTO shall be taken in increments of at least one (1) hour provided, however, in areas where work crews are assigned at the start of shifts, the appointing authority may require that PTO be used in four (4) hour increments.
- vii. Whenever an Employee is injured or becomes ill as a result of his employment with the City and such illness or injury is found compensable by the Bureau of Workers' Compensation of the State of Michigan, time lost as a result of such injury or illness shall not be deducted from the Employee's PTO.

b. Non Health Related Condition.

- i. Employees absent/late without just cause, are subject to discipline.
- ii. Employees requesting PTO for non-health related reasons must request and receive approval from the Employer twenty-four (24) hours before PTO begins. If an Employee is absent and advance notice is not given, the Employer may require proof that the Employee could not provide prior notice.
- iii. Where an Employee finds that he will be unable to report for work where prior notice was not possible, such Employee shall notify the appropriate supervisor within one-half ($\frac{1}{2}$) hour prior to the Employee's scheduled starting time.

7. Ability to Work (Excluding Disability Insurance Program).
 - a. The City may require an Employee to undergo a physical and/or psychological evaluation of their ability to satisfactorily perform assigned duties. The City may require an Employee to take an involuntary leave of absence if medical evidence shows the Employee suffers from a mental or physical disability. These requirements shall not be arbitrarily or capriciously applied. An Employee on an involuntary leave of absence provided by this subsection may use available PTO.
 - b. Independent Evaluator. If the City's evaluator and the Employee's health care provider disagree regarding the ability of the Employee to satisfactorily perform assigned duties, the Employee or Union may request, in writing, a third independent opinion obtained from a physician or other appropriate provider chosen by agreement of the Employee, the Union, and the City. If the parties cannot agree within five (5) working days after the City receives the written request, the City shall request Medical Evaluation Specialists (or a similar institution) to choose a physician or other appropriate provider within ten (10) working days. Failure to meet these time limits will not invalidate the third independent evaluator's decision. The City and the Employee will share the cost of the third independent evaluation equally. The opinion of the third independent evaluator shall be final and may not be grieved.

ARTICLE 25 MILITARY SERVICE LEAVE

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

ARTICLE 26 LEAVES OF ABSENCE

1. Educational Leave.
 - a. An Employee with at least one (1) year of service credit may be granted a leave of absence without pay for a full-time educational program, full-time being as established by the institution to be attended. Written application for educational leave must be made four (4) weeks prior to the beginning of the leave requested.
 - b. The credit hours pursued must be related to Law Enforcement. The Chief of Police's decision concerning relatedness shall be final, but his decision will not be arbitrary or capricious.
 - c. The Employee requesting educational leave, upon indicating an intention to return to duty with the City of Flint at the expiration of the requested leave, may be granted leave for a period up to twenty-six (26) pay periods. An Employee on educational leave shall, at least fifteen (15) days prior to expiration or termination

of said leave, notify the Administration Office of the date on which he will be available to return to his former position. The Employee shall be returned to his former position at the beginning of the next pay period, on the basis of seniority. If a reduction in work force has occurred during the period of such leave, the Article relating to layoffs shall apply. An Employee who seeks and/or obtains employment while on educational leave of absence shall be automatically terminated from the City effective the date the educational leave of absence started, unless the Employee was specifically granted the right to employment while on educational leave.

2. Funeral Leave.

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

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

ARTICLE 27 **TUITION REIMBURSEMENT PROGRAM**

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

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

- b. The Employee satisfactorily completes each course.
- 2. Reimbursement for said tuition expenses in the Department under this Article shall not exceed the sum of \$5,000.00 in any one fiscal year.
- 3. The Employee must submit in advance of commencing the course or courses a letter of application for tuition reimbursement to the Chief of Police. The letter of application shall list the course or courses to be taken by course title and number, a brief description of the course content, the name of the educational institution, location of the course offering dates, times and costs thereof. After completion of the courses, the Employee must submit proof that he has satisfactorily completed the course and has expended the amount of tuition submitted in the application for tuition. Satisfactory completion is a "C" or better in under-graduate work and a "B" or better in graduate work.

- 4. General.

- a. The courses must be approved by the Chief of Police and Human Resources/Labor Relations Department as being such courses as would aid the Employee in the practice and performance of the Employee's services to the Employer and would contribute to his professional growth and must be with an accredited college or university or community college.
- b. Courses shall be taken during an educational leave of absence or on the Employee's off-duty time provided, however, that the courses may be taken during duty hours contingent upon approval of the Chief. Hours lost under these circumstances shall be made up by the Employee or may be deducted from the Employee's accrued PTO.

ARTICLE 28 **WORKERS' COMPENSATION**

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

- a. The City shall provide health, dental, optical, and life insurance coverage on the same terms and with the same benefit levels as offered to current regular Employees while an Employee is on Workers' Compensation leave for up to six (6) months. The employee must continue to pay their portion of the premiums as otherwise required by the contract.

- b. If an Employee on Workers' Compensation returns to work but fails to remain in active employment with the Employer for at least six (6) consecutive months, the Employer will consider any subsequent period on Workers' Compensation a continuation of the original period of leave for purposes of application of the six (6) month limitation for health, dental, optical, and life insurance coverage; provided that, if the Employee can demonstrate by clear and convincing evidence that a subsequent period

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

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

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

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

ARTICLE 29 SHIFT PREFERENCE

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

2. At the first shift preference selection occurring following completion of the required probationary period, an Employee shall be allowed to select his shift on a seniority basis. Stewards shall not be removed from the shift they have been elected or appointed to represent as the result of shift preference selection.

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

ARTICLE 30 FLEX TIME

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

ARTICLE 31 EQUALIZATION OF SCHEDULED OVERTIME

1. Scheduled overtime is defined as that overtime which the Employer schedules not less than forty-eight (48) hours prior to the need for such overtime. The Employer shall not intentionally delay the scheduling of overtime with the intent of circumventing this provision.

2. Except as herein otherwise provided, scheduled overtime shall be equalized among all off-duty Employees within a classification who have successfully completed the field training program.

3. The Employer shall maintain a master overtime equalization chart. All such hours of overtime worked, including those hours worked requiring specialized training skills and/or due to unique assignments, but excluding court time, will be recorded and kept current by the Employer and will be available for Union inspection. New equalized overtime records will be implemented each July 1 with all Employees starting with zero (0) hours. At least two (2) hours' notice must be given by officers canceling their scheduled overtime work for a reason of sickness. In the event an officer does not notify his command within two (2) hours of inability to appear for scheduled overtime, the officer will be charged in the overtime book as if the overtime had been worked.

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

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

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

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

8. If an Employee files a grievance alleging he/she was denied overtime in violation of this Article, the only remedy available will be an opportunity to work overtime in accordance with this section. The affected Employee will be permitted to select any one (1) additional overtime opportunity offered by the Employer within the fiscal year, without regard to overtime

hours worked or seniority. The Employer will provide the Union with notification, in writing, of any instances where an Employee is entitled to the additional overtime opportunity contained herein. In no event will an Employee be awarded pay or Compensatory Time resulting from a claim arising out of this Article.

ARTICLE 32

DISCHARGE AND DISCIPLINE

1. Discipline.

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

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

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

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

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

a. In the event an Employee is involved in the use of deadly force while on duty, the Employee shall be placed on administrative leave with pay pending investigation. The Employee shall be required to consult with a City-appointed psychiatrist or psychologist at Department expense during said period. The Employee shall also continue to be available to the Department in order to investigate the incident. It is understood that placing of the Employee on administrative leave does not constitute

disciplinary action nor does it otherwise, in any way, affect the Department's right to impose disciplinary action.

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

3. Relieved of Duty/Administrative Leave – Other.

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

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

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

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

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

5. Reports.

a. Officers Reports. Officers will be required to leave reports which are required by the Department as to their performance of duty and all reports will be specific on all matters. If a supplemental report is required which would give the Employee reason to believe disciplinary action or criminal charges may be brought against him or her, the Employee shall be given an opportunity to obtain legal counsel prior to leaving such reports, but in no event shall the securing of legal counsel delay the furnishing of such reports for more than two (2) working days.

b. Departmental Reports. The Department will provide the Union with copies of all departmental reports alleging any Officer's misconduct or criminal activity which

results in disciplinary action or criminal charges. These reports shall be furnished with the notice of the disciplinary action.

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

7. Grievance.

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

- i. Waive all rights to appeal and accept the discipline imposed by the Chief of Police or his/her designate; or
- ii. Elect to follow the Grievance Procedure (See Article 55); or
- iii. Request a Trial Board Hearing.

b. If a Trial Board hearing is requested by the Employee, such Board will be convened within not less than three (3) working days nor more than five (5) working days from the date of request, unless said time limits are mutually extended. The Trial Board shall not be empowered to interpret the provisions of this contract, and their decision shall be based upon the facts as presented during the hearing. The decision made by the Trial Board shall not create a precedent for, nor shall it be binding upon subsequent Departmental Trial Boards, subsequent disciplines or discharges and/or subsequent arbitrations.

c. The Trial Board shall be composed of five (5) persons chosen in the following manner: Two (2) members working on the day and at the time of the hearing, of the same rank and not assigned to the same work unit as the Employee being charged, selected by lot; two (2) members selected by lot from the rank of Lieutenant or above who are working on the day and at the time of the hearing; one (1) chosen by lot from the Chaplains Corps, or a person who shall be agreed upon between the parties, who shall act as chairman and conduct the hearing.

d. The decision will be announced as a majority decision, and will not list the number of votes for or against. The Board will be empowered to reduce the discipline imposed if it deems it advisable. Any person who may be involved in the hearing shall not be included in the drawings used to select Trial Board members.

e. Each party shall pay its own costs of processing grievances through the Trial Board Hearing. The fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring the same. Provided however, the wages of the grievant will be paid

for time spent in the hearing, if that time is during the Employee's regularly scheduled work hours.

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

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

ARTICLE 33 WORK RULES

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

ARTICLE 34 PERSONNEL DEPARTMENT FILES

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

ARTICLE 35 PROMOTIONS

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

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

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

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

Relations. The Department of Human Resources and Labor Relations shall then create a certified list of eligibles comprised of either

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

whichever produces the greater number of certified eligibles.

4. The City may select for promotion to Sergeant from the certified list of eligibles provided by the Department of Human Resources and Labor Relations.

5. An eligible Employee may have time off without loss of pay to take any written or oral promotional examination administered by the City of Flint.

6. The City may appoint an Employee as a Provisional Sergeant if no employees can be certified from an existing Eligible List for promotion for the position of Sergeant. The Department of Human Resources and Labor Relations shall, within ninety (90) calendar days after the date of such appointment, notify the Union of the date of the next written examination. The Police Department shall hold oral examinations, and the Department of Human Resources and Labor Relations shall create a certified list of eligibles, within thirty (30) days after the written examination is administered and an Eligible List is established.

7. If, after conducting an examination pursuant to Section 6, no employees can be certified from an Eligible List, or if an Eligible List is exhausted, a Provisional Sergeant may remain in the provisional position until the Department of Human Resources and Labor Relations is able to establish an Eligible List from which employees are certified. The Department of Human Resources and Labor Relations shall conduct a written examination to establish a new Eligible List as soon as is practicable.

8. A Provisional Sergeant who is not certified from an Eligible List after an examination conducted pursuant to Section 6 shall be returned to the Employee's former position upon selection of a certified eligible from the Eligible List.

ARTICLE 36 **POLICE VOLUNTEERS AND POLICE RESERVES**

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

ARTICLE 37 **VETERANS RIGHTS AND BENEFITS**

An Employee who has been in the Armed Services of the United States under military leave from the City of Flint, and subject to the limitations provided by law, and who is released or discharged from such duty under honorable conditions, shall be afforded all rights provided governmental Employees under the Michigan Public Employees Entering Armed Forces Act, MCL 35.351 - .356.

ARTICLE 38 **CHANGE OF ADDRESS AND TELEPHONE NUMBER**

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

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

ARTICLE 39 **LEGAL COUNSEL**

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

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

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

ARTICLE 40 PERSONAL PROPERTY REIMBURSEMENT

Employee claims for personal property damaged or lost while in performance of duty, not due to the Employee's negligence, will be reimbursed upon approval of the Chief of Police, in accordance with procedure established by the City. Personal property shall be replaced or repaired up to a value of and not exceeding One Hundred Twenty-Five (\$125.00) Dollars per year. It is further understood that the repair or replacement of glasses, contact lenses and bridge work and/or dentures shall not be included in the maximum yearly limit set forth above. Disputes arising under this Article shall be subject to the grievance procedure.

ARTICLE 41 RELIEF TIME

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

ARTICLE 42 FIREARM QUALIFICATIONS

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

ARTICLE 43 LAUNDRY AND DRY CLEANING

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

ARTICLE 44 UNIFORMS AND EQUIPMENT

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

ARTICLE 45 OUTSIDE EMPLOYMENT

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

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

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

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

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

ARTICLE 46 UNEMPLOYMENT COMPENSATION

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

ARTICLE 47 RETIREMENT

1. General Provisions.

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

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

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

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

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

b. Frozen Benefit. Notwithstanding anything to the contrary as may contain herein, Employees hired prior to May 1, 2012, shall have the portion of their pension earned for credited service time prior to May 1, 2012, calculated in accordance with the provisions of the parties' expired collective bargaining agreement. Effective May 1, 2012, the multiplier for all employees hired prior to January 1, 2014 Employees shall be 2.25% for all credited service time earned on and after May 1, 2012 or date of hire, whichever is later.

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

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

e. Retirement Eligibility - Employees hired on or before July 1, 1996.

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

ii. Employees who have accumulated 276 months (23 years) of service credits in accordance with this Article, are eligible to retire and receive a benefit calculated in accordance with this Article.

iii. Deferred Retirement. Employees who leave the employment of the City with 180 months (15 years) of service when their employment terminated will receive their retirement benefit when they reach the age of sixty (60) or when they would have had twenty-three (23) years of service, whichever is first.

f. Retirement Eligibility - Employees hired after July 1, 1996.

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

ii. Employees who have accumulated 300 months (25 years) of service credits in accordance with this Article, and who have reached the age of fifty (50) during their employment, are eligible to retire and receive a pension benefit calculated in accordance with this Article.

iii. Deferred Retirement. Employees who leave the employment of the City with 180 months (15 years) of service when their employment terminated will receive their retirement benefit when they reach the age of sixty (60) or when they would have had twenty-five (25) years of service and who have reached the age of fifty (50), whichever is first.

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

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

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

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

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

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

b. Defined Benefit Component

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

c. Defined Contribution Component

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

ARTICLE 48 **EMPLOYEE DEATH**

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

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

1. The City will provide a short-term disability insurance program for Employees with extended absences. Such program will provide an eligible Employee (as determined by the insurance carrier/provider) with a wage continuation equivalent to sixty (60%) percent of the Employee's straight time rate to a maximum of \$1,250 per week in gross pay, commencing after the fifteenth (15) calendar day waiting period and extending for no more than twenty-four (24) weeks.

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

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

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

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

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

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

8. Light Duty.

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

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

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

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

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

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

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

ARTICLE 50 LIFE INSURANCE

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

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

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

4. Life Insurance Coverage will be continued while an employee is on an authorized disability leave as provided in Article 49, if the employee is otherwise eligible. The Employee

shall be obligated to pay his or her premium share, if any, within fourteen (14) days of established due date or insurance coverage will be cancelled.

ARTICLE 51 **HOSPITALIZATION INSURANCE**

1. **Employee Health Insurance.** The Employer agrees to provide full-time Employees and their eligible spouses and dependents health coverage subject to the terms below, subject to modification as may be required by State or Federal law.

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

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

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

- c. The Employer may, at its discretion, amend the health coverage plans offered, add new health coverage plans, or remove health coverage plans. The Employer may change the open enrollment periods for existing health coverage plans, but not more often than twice annually.
- d. The City's contribution for an Employee's health coverage, and to the health savings account (HSA), if applicable, is limited by the Michigan Publicly Funded Health Insurance Contribution Act, 2011 PA 152, to a maximum of defined amounts for single, double, or family coverage contribution limits provided in Section 3 of the Michigan Publicly Funded Health Insurance Contribution Act,

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

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

- a. Employees hired on or after April 25, 2012.
 - i. Full-time Employees hired on or after April 25, 2012, are not eligible for Employer-paid retiree health care coverage. Instead, the Employer shall establish a Retiree Medical Savings Account (RMSA) or other IRS-qualifying savings plan for each affected Employee. The accounts may be used by the Employee, their spouse, or their dependents to offset the cost of healthcare after the Employee retires or separates from service. MERS shall administer the RMSA program as described herein. The MERS Plan document, policies and procedures of MERS shall control the administration of the program.
 - ii. For all full-time Employees hired on or after April 25, 2012, the Employer shall contribute to the Employee's RMSA \$57.70 per pay period for time worked for which the Employee has more than 40 hours of straight time pay, beginning with the date of hire. Effective the first pay period after July 1, 2014 Employees shall make a pre-tax contribution to the Employee's RMSA (through payroll deduction) of \$23.08 per pay period for time worked for which the Employee has more than 40 hours of straight time pay. Additionally, an Employee may contribute additional amounts on a post-tax basis through payroll deduction.
 - iii. Employees shall always be one hundred percent (100%) vested on their own Employee contributions and investment earnings. Employees shall be vested on Employer contributions and investment earnings according to the following schedule:

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

- iv. Employer and Employee contributions to an Employee's RMSA shall cease at the time of the Employee's separation from City employment (including retirement), or as otherwise required by law. The Employee may use the RMSA for any purpose consistent with federal law and regulations.
- v. An Employee who elects a deferred retirement on or after April 25, 2012 is not eligible for the retiree health care coverage provided by this section.

b. Employees hired before April 25, 2012.

- i. Full-time Employees hired before April 25, 2012, may, upon retirement, elect health care benefits for the Employee, the Employee's spouse, and the Employee's dependents, in existence at the time of retirement, from among those plans offered to current bargaining unit Employees. The Employer's contribution for health care coverage for retirees not eligible for Medicare will be limited to the amount contributed for the lowest cost medical portion of the Medicare Supplemental or Medicare Advantage plans provided to Retirees pursuant to 2(b)(ii) of this Article plus the Employer's cost of prescription drug coverage provided to eligible employees and retirees pursuant to this Article. .
- ii. A City of Flint Retiree who becomes eligible for Medicare, must enroll in Medicare Parts A and B at his/her expense. A Retiree who is enrolled in Medicare Parts A and B will be covered by a Medicare Supplemental plan (or Medicare Advantage plan) at the Employer's expense, subject to the contribution limits provided in Section 3 of the Publicly Funded Health Insurance Contribution Act 2011 PA 152. The eligible spouse or dependent child of a City of Flint Retiree who becomes eligible for, and is enrolled in at his/her expense, Medicare will be covered by a Medicare Supplemental plan (or Medicare Advantage plan) at the Employer's expense, subject to the contribution limits provided in Section 3 of the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. If PA 152 of 2011 is repealed, the Employer shall pay 80% of the annual premium.
- iii. The Retiree shall pay any premium contribution that exceeds the amount contributed by the Employer through automatic deduction from their

monthly pension check. If the required contribution is greater than the monthly pension check, the Retiree must contact the Human Resources Department to make arrangements for the Retiree to pay the contribution. Failure to do so will result in termination of benefits.

- iv. Employees who participate in a high-deductible health coverage plan offered by the City at the time of retirement and who are eligible to deposit monies into an HSA as defined by federal regulations shall receive an annual contribution to the Retiree's HSA equal to fifty percent (50%) of the applicable contribution amount provided to active Employees pursuant to this Article.
- v. The City shall not provide retiree health care coverage for the Retiree if the Retiree is eligible to receive paid health coverage through another Employer or former Employer. As a condition of continued retiree health care coverage under this section, the City may require that a Retiree file an affidavit each year or upon request attesting that the Retiree is eligible for no other Employer-paid health coverage.
- vi. The City shall not provide retiree health care coverage for the Retiree's spouse if the Retiree's spouse is eligible to receive paid health coverage through an Employer or former Employer of the Retiree's spouse. As a condition of continued spousal health care coverage under this section, the City may require that a Retiree file an affidavit each year or upon request attesting that the spouse is eligible for no other Employer-paid health coverage.
- vii. An Employee who elects a deferred retirement on or after April 25, 2012 is not eligible for the retiree health care coverage provided by this section.

3. Termination of Benefits.

- a. Except as otherwise provided herein, health coverage terminates on the last day of the premium month in which the Employee is terminated or laid off or otherwise becomes ineligible for health coverage. Health coverage terminates on the last day of the premium month in which the Retiree becomes ineligible for health coverage. Health coverage for a dependent Spouse is terminated on the date on which they are no longer eligible (i.e., on the date of divorce, or upon the death of the Employee or Retiree). Health coverage for a dependent child is terminated on the date the child turns 26, or earlier as required by law. Health coverage for dependents will be terminated in the event an Employee or Retiree fails to provide the City with proof of dependent eligibility.
- b. Health coverage shall be continued during any leave for which the Employee receives full pay from the Employer. Employees on leave of absence with reduced hours and pay are not entitled to continued health coverage paid by the Employer

except where Employee may be entitled to coverage by virtue of coverage requirements under PPACA or the Family Medical Leave Act (FMLA) as administered by the Employer. Employees on leave of absence without pay or on layoff are not entitled to continued health coverage paid by the Employer but may be eligible for continuation coverage as provided by the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

- c. Health Coverage will be continued while an employee is on an authorized disability leave as provided in Article 49, if the employee is otherwise eligible. The Employee shall be obligated to pay his or her premium share, if any, within 14 days of established due date or insurance coverage will be cancelled.

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

ARTICLE 52 **DENTAL AND OPTICAL BENEFITS**

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

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

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

ARTICLE 53 **PAYMENT IN LIEU OF INSURANCE COVERAGE**

Employees who are eligible for hospitalization insurance, but whose entire tax family opts out of that insurance because they have group health coverage from another source or sources, shall be entitled to payment of up to one thousand two hundred dollars (\$1,200.00) during the year.. The City will make such payment to eligible Employees in twelve (12) monthly installments of \$100 per month. The payment shall be made as an adjustment to a regular paycheck, and only those Employees who are entitled to a regular paycheck shall be entitled to the payment in lieu of insurance coverage.

ARTICLE 54 **NO STRIKE/NO LOCKOUT**

1. **No Strike.** It is the intent of the parties of this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Union agrees that during the life of this Agreement, the Union shall not cause nor shall any member of the Union take part in any strike or refusal to work. For purposes of this Agreement the term "strike" shall mean any concerted activity resulting in a failure to report for duty, willful absence from a position or a stoppage or abstinence in whole or in part from the full and proper performance of lawful duties as a police officer.

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

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

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

ARTICLE 55 **GRIEVANCE PROCEDURE**

1. **Definitions.**

a. **Grievance.** The grievance procedure shall serve as the exclusive means for the settlement of a dispute arising under a specific Article and Section of this Agreement, including, but not limited to, disciplinary actions. If any such grievance arises during the term of this Agreement, there shall be no stoppage or suspension of work but such grievance may be submitted to the following grievance procedure.

b. **Working Days.** For purposes of this Article, the term "working day" shall be defined as any calendar day excluding Saturday, Sunday, and observed Holidays as set forth in the Article entitled "Holidays."

2. **Procedure.** The Union shall furnish grievance forms to be used in filing a grievance. One copy of the form shall be the property of the Employee filing the grievance. When filing a grievance, the Union and/or Employee will be required to submit all available information at each step of the grievance procedure.

Step 1. If an Employee has a grievance, he shall indicate the nature of the grievance to his immediate supervisor. At that time, the Employee may request the

services of the Steward. The immediate supervisor shall afford the Steward and the Employee an opportunity to discuss the grievance privately. If further action is necessary, the Employee, with or without the Steward, must discuss the grievance orally with his immediate supervisor.

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

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

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

Step 5. If the grievance is not resolved at Step 4, the President or designee shall present the grievance to the Human Resources/Labor Relations Director within ten (10) days after receipt of the answer from the Chief of Police, or, if the Chief of Police fails to submit his answer within the prescribed time limits in Step 4, within ten (10) days after the due date of the Chief of Police's answer. The grievance to the Human Resources/Labor Relations Director shall contain a copy of the original grievance and the Chief of Police's Step 4 answer.

Within ten (10) days of receipt of the grievance, the Human Resources/Labor Relations Director will cause grievance appeal meetings to be scheduled and held, unless otherwise agreed to by the parties. Two (2) representatives of the City, designated by the Director of Human Resources/Labor Relations, and two (2) representatives of the Union,

designated by the Union President, will attend such meetings. The purpose of the meeting shall be to attempt to resolve the grievance or develop alternative solutions by mutual agreement.

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

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

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

3. Selection of the Arbitrator. The parties' arbitration panel is composed of Thomas J. Barnes, Paul E. Glendon, and Mark J. Glazer. Each panel arbitrator shall be assigned a grievance to arbitrate on a rotating basis. If a panel arbitrator is unable to arbitrate a grievance, the next panel arbitrator shall arbitrate the grievance. Either party may remove no more than one (1) arbitrator from the panel during any six (6) month period by giving ten (10) days' written notice to the other party. In the event a panel arbitrator is removed from this list or becomes unable to arbitrate grievances, the parties will promptly select a replacement panel arbitrator.

4. Jurisdiction & Power of Arbitrator.

- a. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits.
- b. The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement or supplements thereto. Except the Arbitrator may, in a discharge case, modify the degree of discipline imposed by the City insofar as the Arbitrator may deem necessary for the determination of the grievance appealed to him, it being understood that in the case of a discharge which is being

modified by the Arbitrator, the Arbitrator is not bound by the provision of Article 32, Discharge and Discipline, relative to the length of the penalty. However, in the case of discipline imposed under the Drug/Alcohol Testing Policy Agreement (Appendix A), the Arbitrator does not have the power to modify the degree of discipline imposed as specified in that appendix. Further, in the case of the discharge of a probationary employee, the standard of review for the arbitrator shall be whether the discharge was arbitrary or capricious.

5. Arbitration Procedure. The hearing shall be held in accordance with the Uniform Arbitration Act, MCL 691.1681 *et seq*, and the rules established by the Arbitrator. At the time of the Arbitration Hearing, both the City and the Union shall have the right to examine and cross-examine witnesses. Upon request of either the City or the Union, or the Arbitrator, a transcript of the hearing shall be made. At the close of the hearing, the Arbitrator shall afford the City and the Union a reasonable opportunity to furnish Briefs. The Arbitrator's decision must be rendered in writing within a reasonable time.

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

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

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

9. General.

- a. In no case shall claims involving wages be valid for more than thirty (30) days retroactively from the date the grievance is first presented in Step 1 of the grievance procedure.
- b. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned at his regular rate, less any unemployment

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

- c. No decision in any one case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a representative case by mutual agreement of the parties.
- d. While the City will endeavor to abide by the above-referenced time limits, if, for whatever reason, the City fails to meet an established timeline the subject grievance shall be considered denied and shall move to the next step in the grievance process. However, should the Union, for whatever reason, fail to abide by an established timeline the subject grievance shall be considered withdrawn.

10. Class Action and Policy Grievances. The parties hereby agree to the following procedures to resolve any misunderstanding that may have existed concerning "class action and policy grievances:"

- a. A matter involving several employees and the same question may be submitted by the President or his designee as a policy or class action grievance in writing within ten (10) working days of the event giving rise to the grievance. Such written grievance shall be submitted at Step 3, it being the intent of the parties that for policy and class action grievances, the Bureau Commander or his designee shall be substituted for the immediate supervisor at Step 1 of the grievance procedure and Step 2 does not apply to policy grievances or class grievances. The written grievance shall state the facts giving rise to the grievance, shall name the employees involved, shall identify all provisions of the agreement alleged to be violated by appropriate reference, shall state all contentions of the Union with respect to these provisions, shall indicate all relief requested, and shall be signed by the President or his designee and at least one member of the affected group or class.
- b. Large groups of aggrieved employees may be identified by a general description, (e.g., all third shift employees, all third shift traffic employees).
- c. Aggrieved employee groups may not be described on the basis of the grievance, (e.g. "employees on third shift who did not work overtime" is not a proper group description for a grievance claiming a group of employees were denied overtime).

ARTICLE 56 STATE AND NATIONAL BENEFITS

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

ARTICLE 57 COOPERATION IN APPLYING AGREEMENT

1. Both parties of this Agreement shall equally share the responsibility of applying the provisions of this Agreement to all members without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. All references to members in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female members.

2. The Union recognizes its responsibility as bargaining agent and agrees to represent all persons in the bargaining unit without discrimination, interference, or coercion.

3. The City, or any person employed by same, shall not interfere with the right of any Employee within the bargaining unit to become a member of the Union, nor shall the City, or any person employed by same, exercise any discrimination, interference, restraint, or coercion against any member attempting to exercise his rights within the terms of this Agreement or under the authority of any applicable law, or against any Employee because of his Union membership, or against any Union officer because of his position or activity as such.

ARTICLE 58 SCOPE OF AGREEMENT

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

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

ARTICLE 59 SEPARABILITY AND SAVINGS CLAUSE

1. If any Article, Section, or Appendix of this Agreement shall be invalid by operation of law or held invalid by any tribunal or court of competent jurisdiction, or if compliance with any Article, Section, or Appendix shall be restrained by any such tribunal pending a final determination as to its validity, the remainder of this Agreement or the

application of such Article, Section, or Appendix to persons or circumstances other than those which it is invalid, or has been held invalid or compliance with has been restrained, shall not be affected thereby.

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

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

ARTICLE 60 RESIDENCY

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

ARTICLE 61 SAFETY

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

ARTICLE 62

DURATION OF AGREEMENT

1. This Agreement is effective upon ratification of this Agreement by the parties and through June 30, 2025. This Agreement shall continue for successive one (1) year periods unless a party serves written notice on the other party of a desire to terminate or negotiate changes to this Agreement. A party must provide such written notice no later than thirty days before the end of the Agreement term or any one-year extension of that term.

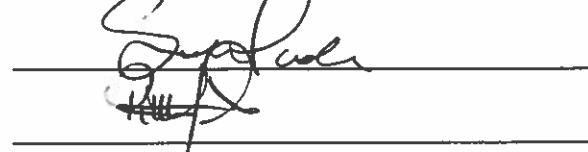
2. An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.1541 - 141.1575, will have such authority relative to the terms of this Agreement as provided under the Act.

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

City of Flint

A handwritten signature in black ink, appearing to read "City of Flint" followed by a signature, is placed above a horizontal line.

Flint Police Officers' Association

A handwritten signature in black ink, appearing to read "Flint Police Officers' Association" followed by a signature, is placed above a horizontal line.

APPENDIX A
Flint Police Department Drug/Alcohol Testing Policy

Section 1. Statement of Policy.

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

Section 2. Effectuation.

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

Section 3. Prohibitions.

Employees shall be prohibited from:

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

Section 4. Drug and Alcohol Testing Permitted.

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

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

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

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

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

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

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

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

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

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

Section 5. Order to Submit to Testing.

An Employee's refusal or failure, when ordered, to promptly submit to a test permitted by and properly ordered under the provisions of this Appendix shall subject the Employee to discipline, but the Employee's taking of the test shall not be construed as a waiver of any objection or rights

that he or she may possess. The principle of "obey and then grieve" shall apply in the event of a dispute over whether a test is permitted and properly ordered under this Appendix. Within twenty-four (24) hours of the time the Employee is ordered to submit to reasonable suspicion testing, the City shall provide the Employee with a written notice setting forth the facts and inferences from such facts which form the basis of the order to test.

Section 6. Test to be Conducted.

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

- A. The lab performing drug tests shall be federally certified to do drug testing and agreed to by the Union and the City. The facility collecting and testing breath specimens shall hold all legally necessary licenses and be agreed to by the Union.
- B. Drug tests will involve urine samples and may involve hair samples. Alcohol tests will consist of breath samples. Strict chain of custody procedures must be followed for all samples. The Union and the City agree that the security of the specimens is absolutely necessary. Therefore, the City agrees that if the chain of custody of a sample is broken in any way, any positive test shall be invalid and may not be used for any purpose (unless the City demonstrates that the break did not affect the reliability or accuracy of the results).
- C. A split urine sample shall be collected in all cases of drug testing for an independent analysis in the event of a positive test result. All urine samples must be stored and preserved in a manner that conforms to DOT guidelines.
- D. The City's drug testing lab will confirm any urine sample that tests positive in initial screening for drugs by testing a portion of the same sample by gas chromatography/mass spectrometry (GC/MS).
- E. The City will provide Employees who test positive for drugs with an opportunity to have the split urine specimen tested by a separate clinic, at the Employee's own expense, providing the Employee notifies the City within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this Contract.
- F. The City will require that its drug testing lab and breath testing facility report that a specimen is positive only if both the initial screening and confirmation test are positive. Drug tests results shall be evaluated by the Medical Review Officer (see Section 7(C)) in a manner to ensure that an Employee's legal drug use and diet are properly taken into account when evaluating the test results. For the purpose of this Appendix, a positive drug test result means the presence of drugs and/or their metabolites in an Employee that equals or exceeds the levels set forth in Section 7, below. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or form adverse to the Employee's interests.
- G. With regard to alcohol testing, the vendor contracted by the city shall assure that only federally certified individuals using certified equipment shall conduct initial tests. An initial

positive alcohol level of .04 of breath shall be considered positive for purposes of authorizing the conduct of the confirming alcohol test. If initial screen results are negative, i.e., below the positive level, testing shall be discontinued, all samples destroyed and records of the testing expunged from the Employee's personnel file. Only Employees with screen test results that are positive on the initial screen shall be subject to confirmation testing for alcohol. If confirmatory testing results are negative, i.e., below the positive level, all records of the testing shall be expunged from the Employee's personnel file.

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

Section 7. Drug Testing Standards.

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

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

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

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

C. Medical Review Officer ("MRO"). The Medical Review Officer shall be chosen and agreed upon between the Union and the Employer and must be a licensed physician who is familiar with the characteristics of the tests used (sensitivity, specificity, and predictive value)

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

Section 8. Consequences for policy violations / Disciplinary Action.

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

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

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

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

1. First Offense.

- a. Immediate suspension without pay.
- b. The Employee must undergo a substance abuse evaluation through the EAP within a time frame set by a member of the Labor Relations Department professional staff. In general, this time period shall not exceed a period of one (1) month from the date of suspension.
- c. The Employee must comply with all of the EAP's recommendations for treatment/rehabilitation (if any), among other things;

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