THE CITY OF FLINT

and

MICHIGAN AFSCME COUNCIL 25, LOCAL 1799

COLLECTIVE BARGAINING AGREEMENT

Effective through
June 30, 2024

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PREAMBLE

THIS AGREEMENT, effective immediately upon its ratification by the parties, is between the City of Flint ("City" or "Employer") and Local 1799, affiliated with Michigan AFSCME Council 25, and chartered by the American Federation of State, County, and Municipal Employees, AFL-CIO, ("Union").

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

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1
RECOGNITION

Section 1. The City recognizes the Union as the exclusive bargaining representative for the classified supervisory Employees of the City, excluding temporary employees, interim employees, elected officials, appointed officials, confidential employees, administrative employees, executive employees, Golf clubhouse Aides, school crossing guards, and those employees represented by other certified bargaining units, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

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

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

ARTICLE 2
PLEDGE AGAINST DISCRIMINATION AND COERCION

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

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

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

ARTICLE 3
MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

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

ARTICLE 4
WORK RULES

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

ARTICLE 5
SUBCONTRACTING

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

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

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

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

ARTICLE 6
CHECK-OFF/DUES DEDUCTIONS

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

Section 2. During the period of time covered by this Agreement, the Employer agrees to deduct from the wages of Employees who are members of the Union, all Union membership dues and initiation fees uniformly required; provided, however, that the Union shall present to the Employer signed, written authorizations properly executed by each Employee allowing such deductions and payments to the Union. Previously signed authorizations shall continue to be effective as to current Employees. Any future increase in Union dues and/or initiation fees shall not require Employees to sign new authorization forms. The City has no obligation to deduct dues upon expiration of this Agreement.

Section 3. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the Union. Each Employee hereby authorizes the Union and the Employer without recourse, to rely upon and to honor certificates by the Treasurer of the Union, regarding the amounts to be deducted and the legality of the adopting action specifying the amounts of such Union dues and/or initiation fees.

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

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

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

Section 6. Local 1799, AFSCME, and/or Michigan AFSCME Council 25, shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article or Article 7, Union Business.

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

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

Section 9. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any Employee as above provided, it shall make that deduction from the Employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the Employee or the Union.

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

ARTICLE 7
UNION BUSINESS

Section 1. Union Offices.

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

Section 2. Union Stewards.

A. A maximum of five (5) Stewards shall be elected or appointed to represent Employees and process grievances, across all shifts and locations of the Employer.

B. The Union President shall assign areas to the respective Stewards. The activity of Stewards shall be confined to the work areas which they are appointed and any deviation from this may result in disciplinary action by the Employer. However, if an Employee, for good cause, cannot utilize the services of the Steward appointed to the Employee's area of employment, the Employee may apply to the Union President or nearest Steward for assistance.

C. If the Employer reduces the number of its primary work locations, the number of Stewards will be reduced accordingly.

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

Section 3. Union President.

A. The Union President will be released from their job function with pay for a maximum of sixteen (16) hours every week, unless additional time is granted by the Director of Human Resources/Labor Relations.

B. This release time is for the purpose of allowing the Union President to participate at MERC hearings, grievance hearings, negotiations, meetings to clarify and revise the Employer's Personnel Rules and Regulations, and to perform any other related duties as required.

C. The Union President's release time shall be upon timely written request to and approval by the Director of Human Resources/Labor Relations, or by a mutual written agreement between the Director of Human Resources/Labor Relations and the Union President. Approval of such requests shall not be unreasonably withheld.

D. The Union President may designate any or all of the weekly release time to another authorized Union representative.

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

Section 4. Constitution.

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

Section 5. Attendance at Conferences, Conventions or Seminars.

A. Employees certified by the Union may be granted, subject to the Director of Human Resources/Labor Relations' approval, with notice to the Department or Division Head, unpaid leave to attend Union conferences, conventions or seminars. Such approval will not be unreasonably withheld.

B. Employees may use accrued PTO for the period of such leave.

C. The Union shall provide written notice at least ten (10) days prior to a conference, convention or seminar, notifying the Director of Human Resources/Labor Relations of the Employees certified by the Union to attend, and of the date, time, place and purpose of the conference, convention, or seminar.

Section 6. Bargaining Team.

A. A maximum of three (3) members of the Union's Bargaining Team shall be released during their normal work shift without loss of pay, for the purpose of meeting with the Employer's Bargaining Team to negotiate a new Collective Bargaining Agreement between the parties.

B. The Human Resources/Labor Relations Director shall be notified in writing of the names of the Employees serving as members of the Union's Bargaining Team prior to the commencement of the first negotiation session.

Section 7. Visits By Union Representatives.

A. Union Representatives, Council and International Representatives of the American Federation of State, County, and Municipal Employees shall have reasonable access to the premises of the Employer at any time during working hours to conduct business relating to administration of this Agreement; provided, the Union Representative provides advance notice of any desired meeting and secures prior authorization from the appropriate supervisor before entering a work area.

A. The supervisor will arrange a time and place for properly requested meetings without undue delay.

ARTICLE 8
DEFINITIONS

Section 1. Employment Status.

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

B. Part-Time Employee. Part-time Employee shall mean Bargaining Unit Employees who are regularly scheduled to work less than a normal work week.

C. Provisional Appointment. A provisional appointment shall mean an appointment of a current (Regular or Part-time) Employee to a position for an interim period while the position is being permanently filled. Upon termination of a provisional appointment, the Employee shall be entitled to return to his/her prior employment status.

D. Dual Classification Position. Dual Classification Position shall mean a combination of two (2) different job classifications, requiring the services of one (1) Employee, who is qualified for both classifications, and who may be required to perform in both classifications.

Section 2. Normal Work Week and Shift.

A. A normal work week shall consist of forty (40) work hours in a calendar week.

B. A normal work shift shall consist of eight (8) to twelve (12) consecutive hours (excluding any meal break) and shall have a regularly scheduled starting and quitting time.

C. This Section does not constitute a guarantee of a set amount of work hours. Work schedules may be any configuration of hours and days, and may include weekends, evenings, or a reduction of hours in any work week or shift.

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

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

ARTICLE 9
PART-TIME EMPLOYEES

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

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

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

ARTICLE 10
GRIEVANCE AND ARBITRATION PROCEDURE

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

Section 2. Grievance Procedure.

Step 1.

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

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

Step 2.

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

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

Step 3.

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

The Director of Human Resources/Labor Relations will schedule a meeting to hear grievance appeals at least one (1) day per month. Grievance appeals that are submitted to the Director of Human Resources/Labor Relations will be reviewed during the following month's meeting. Two (2) representatives of the City, designated by the Director of Human Resources/Labor Relations, and two (2) representatives of the Union, designated by the Local President, will attend such meetings. The purpose of the meeting shall be to attempt to mutually resolve the grievance or to develop, alternative solutions to avoid future grievances.

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

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

Step 4.

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

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

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

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

Section 5. Arbitration Procedure. The arbitration hearing shall be held in accordance with the Uniform Arbitration Act, MCL 691.1681 et seq., and the rules established by the Arbitrator. At the time of the arbitration hearing, both the City and the Union shall have the right to examine and cross-examine witnesses. Upon request of either the City or the Union, or the Arbitrator, a transcript of the hearing shall be made. At the close of the hearing, the Arbitrator shall afford the City and the Union a reasonable opportunity to furnish briefs. The Arbitrator's decision must be rendered in writing within forty-five (45) days of the closing of the record or the date on which post-hearing briefs are submitted.

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

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

Section 8. General Provisions.

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

B. The Union will make a reasonable investigation of any grievance before it is reduced to the formality of a written complaint, in order to ascertain that the grievance is justified and there are reasonable grounds to believe the claim is true in fact. The grievance complaint shall set forth all the facts necessary to understand the issues involved, and it shall be free from charges or language not germane to the real issue or conducive to subsequent calm deliberation. The Union and the Employer shall avoid publicizing any grievance or complaints founded thereon prior to the final determination of the issue.

C. If an Employee files a grievance directly with the Employer, the Employer will notify the Union upon its filing.

D. In no case shall claims involving wages be valid for more than thirty (30) days retroactively from the date the grievance is first presented in Step 1 of the Grievance Procedure.

i. All claims for back wages shall be limited to the amount of wages that the Employee would otherwise have earned at their regular rate, less either any Unemployment Compensation not refunded by the Employee, Worker's Compensation, or any interim earnings that the Employee may have received during the period of back pay.

ii. No decision in any case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a representative case by mutual written agreement of the parties.

E. Failure of the Union to proceed with the grievance to the next step within the allotted time limit shall be deemed acceptance of the last determination made by the City.

F. Failure of the City to respond to a grievance within the allotted time limit shall automatically advance the grievance to the next step of the procedure.

G. The grievant(s) and witnesses who are Employees of the City shall be relieved of their duties when scheduled to work, and shall appear and testify at any step of the grievance procedure when their presence and testimony is required by either party. Time spent by such grievant(s) and witnesses in meeting the terms of this Provision, if and only if during normal working hours, shall be considered as time worked.

H. An Employee who is allegedly aggrieved shall be entitled to Union representation during the Grievance Procedure.

I. Class Action and Policy Grievance. A matter involving three (3) or more Employees and the same question may be submitted by the Chief Steward, or his designee, as a policy or class action grievance, in writing, within ten (10) work days of the event giving rise to the grievance. Such written grievance shall be submitted at Step 3, to the Director of Human Resources/Labor Relations, with a copy of the grievance submitted to the

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

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

K. The parties agree in those instances in which a supervisor "waives" or "passes" on a grievance at the request of the union and/ or the aggrieved Employee, or on their own volition, the waiver shall have no effect on the procedural and/or substantive matters of that grievance, and is without precedent to any other grievance.

ARTICLE 11
DISCIPLINE

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

Section 2. Violations of policies, rules, regulations, orders, appropriate laws or ordinances, and/or Articles of this Agreement, shall be regarded as cause for disciplinary action, up to and including, discharge. Discipline (suspensions or discharge) may result from an accumulation of minor infractions as well as for a single serious infraction. Verbal warnings may be given by the Employer in instances when it is determined that formal discipline is not warranted. Depending on the nature, frequency and severity of the offense, the City shall adhere to progressive discipline in order to provide the Employee with an opportunity to correct offending behavior. Formal progressive discipline shall generally include a written reprimand, suspension(s) and termination, in that order. The offense subject to discipline progression need not be identical to previous offenses, and the severity of the offense may remove it from progressive discipline altogether. Factors to consider in instituting discipline, progressive or otherwise, include but are not limited to, the severity of the offense, the frequency of offenses, whether the Employee has taken responsibility and accountability for their actions, the time interval between offenses, and the work history of the Employee.

ARTICLE 12
SENIORITY

Section 1. Definitions.

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

B. Departmental Seniority: The date the Employee joined their current Division/Department, adjusted for time not worked/paid.

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

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

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

Section 2. Computation.

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

A. Military leave time as required by law.

B. Workers' compensation, for the period when an Employee is receiving benefits under the statute, up to a maximum of one (1) year.

C. An Employee who is promoted out of Local 1799 but within their regular promotional series, shall continue to accrue seniority for a maximum period of time equal to their seniority earned in Local 1799. Thereafter, their seniority shall be retained but will not accumulate.

Section 3. Loss of Seniority.

An Employee shall lose their seniority for the following reasons:

1. Resignation

2. Discharge not subsequently reversed

3. Retirement

4. Absence for three (3) consecutive days on which the Employee was scheduled to work, without proper notification to the Employer. Because of unreported absence, the Employee is considered to have resigned (voluntary quit) and is no longer in the employ of the City. In proper cases exceptions shall be made upon the Employee producing convincing proof of their inability to give such notice.

5. Failure to report for work within seven (7) days from the date of mailing of notice of recall.

6. Failure to return to work upon expiration of an authorized leave of absence, subject to Paragraph 4 above.

7. Failure to return to work from a leave caused by the Employee's disability, within one (1) year of the commencement of such leave. If an Employee on a leave caused by the Employee's disability returns to work, but fails to remain in active

employment with the Employer for at least six (6) consecutive months, the Employer will consider any subsequent period on a leave caused by the Employee's disability a continuation of the original period of leave for purposes of application of this Paragraph; provided that, if the Employee can demonstrate by clear and convincing evidence that a subsequent period of disability is caused by a different injury or condition, that subsequent period will not be deemed a continuation of the original period of leave for purposes of application of this Paragraph.

8. Layoff for a continuous period equal to the length of seniority, or two (2) years, whichever is less.

9. The Employee fails to return on the specified date following an approved disability leave. In proper cases, exceptions may be made upon the Employee presenting convincing proof of their inability to return on the required date.

10. The Employee has been on an approved disability leave for a period of twenty-four (24) weeks or for a period of time equal to the length of their seniority at the time the approved disability leave commenced, whichever is less.

ARTICLE 13
LAYOFF, RECALL, ASSIGNMENT

Section 1. When Layoff May Be Made.

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

Section 2. Procedure.

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

A. Provisional Employees with the affected job classification shall be laid off first.

B. Probationary Employees within the affected job classification will be laid of next.

C. Thereafter, Employees shall be laid off according to their Classification Seniority.

D. Ties in classification seniority shall be broken by total City seniority.

E. In cases where an Employee has been bumped from their promotional unit or classification, said Employee will have the option of returning to that promotional unit or classification when a vacancy occurs to which said Employee has seniority rights.

F. In cases when an Employee has been promoted or transferred out of their class series, including into another Bargaining Unit recognized by the City, or to exempt status, the Employee may exercise the option of bumping back into their

previous position, Classification Seniority permitting, in lieu of the above bumping rights. This right shall not exist where the Employee's previous classification was part of a recognized training series.

G. When need arises to lay off an Employee serving a provisional or probationary promotional period, such Employee shall be restored to the job classification from which they were promoted, and layoff shall be made in the manner prescribed above. Time served in the probationary position shall be credited as though served in the lower classification should layoff occur in that class. An Employee serving in a provisional appointment shall not earn Classification Seniority for layoff/recall purposes in a classification from which the Employee would have been laid off but for the provisional appointment.

H. Employees may elect a layoff in lieu of the bumping rights set out in the above paragraphs, in which event such Employees shall be placed on the layoff list for the classification from which they are laid off.

Section 3. Recall.

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

Section 4. Layoff List.

A. An Employee who is laid off or reduced shall be placed on the layoff list for the appropriate classification for a period of up to two (2) years, or the length of the Employee's City Seniority, whichever is earliest.

B. An Employee unable to return to work because of a continuing disability after thirteen (13) payroll periods from the date of disability will be placed on the layoff list for the Employee's classification. The Employee will remain on the layoff list for a period of one (1) year or the length of the Employee's City Seniority, whichever is less, from the date of disability. At any time during said period that the Employee has recovered, and a position in their classification becomes available and is not accepted by the Employee, the Employee shall be considered as having voluntarily quit. If no position has become available during said period the Employee's name shall be removed from the layoff list.

ARTICLE 14
SHIFT/WORK WEEK SELECTION PROCEDURE

Section 1.

A. For shift preference purposes, shifts are designated as:

i. First shift: Any shift during which the starting time is on/after 4:00 A.M. and on/before 11:59 A.M.;

ii. Second shift: Any shift during which the starting time is on/after 12:00 P.M. and on/before 7:59 P.M.;

iii. Third shift: Any shift during which the starting time is on/after 8:00 P.M. and on/before 3:59 A.M.

B. The Employer may, in its discretion, change the definition of "shifts" for a location, classification, or department, or other division of the City.

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

A. The selection of shift/work week assignment within the area shall be based upon Classification Seniority.

B. The shift/work week preference shall be exercised during the period January 1 through January 15. An Employee must provide written notice of their desire to exercise shift/work week preferences to the appropriate supervisor at least thirty (30) days before January 1st.

C. The shift/work week preference changes shall take effect to coincide with a pay period.

D. Shift/work week preference may also be exercised in the event of a permanent vacancy in the area without regard to Section 2(B).

E. For the purpose of this Section, ties will be broken by Classification Seniority in the Department, and then by City Seniority.

F. If possible, Employees will receive at least five (5) work days' notice of changes in their shift/work week assignments.

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

ARTICLE 15
VETERANS RIGHTS AND BENEFITS

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

ARTICLE 16
PAID TIME OFF (PTO)

Section 1. Accrual of PTO Time.

A. PTO shall be computed and accrued on the basis of each payroll period that a Regular Employee or Part-time permanent Employee has at least seventy-two (72) hours of straight-time pay. If a Regular Employee or Part-time permanent Employee has at least forty (40) hours of straight-time pay in a payroll period, but less than seventy-two (72) hours, the Employee shall accrue PTO at one-half (½) the amount shown in the Schedule below. PTO shall be based on City Seniority as defined in the Seniority Article of this Agreement and shall be accrued on the following basis:

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

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

Section 2. General.

A. Accumulation of PTO shall begin at the date of employment, but may not be used until an Employee has completed six (6) months of employment. Employees terminating within the first six (6) months of their employment shall forfeit any right to payment for accumulated PTO. An Employee who is involuntarily called into the uniformed services of the United States may receive payment for accumulated PTO computed under the terms of this Article from the date of employment, even if the Employee has worked less than six (6) months.

B. PTO shall not be paid where other Employer-paid benefits received by an Employee would result in cumulative payments exceeding the straight-time hourly rate for a normal work week.

C. Employees requesting PTO to take any examination administered by the Employer, or its designee, may be given time off as PTO, or without pay if that time off does not interfere with operations in the Employees' Department(s).

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

A. Upon retirement, death, or termination of employment (including at time of layoff and discharge upon exhausting any appeals), an Employee shall be compensated for their accrued PTO, up to a maximum of three hundred (300) hours, at the time their employment is terminated, the Employee is laid off or the Employee retires, at the rate of one hundred percent (100%) of the Employee's current straight time hourly rate. Any PTO in excess of three hundred (300) hours shall be forfeited.

B. PTO Conversion Holding Bank. If a "holding bank" was established for an Employee by Article 15 of the 2014-16 collective bargaining agreement, its balance shall be paid out to the Employee at retirement, death, or termination of employment (including discharge upon exhausting any appeals) at the rate of 100% of the Employees' straight time hourly rate in effect on July 1, 2014.

C. Payments under subsections (A) or (B) of this Section shall be made within sixty (60) days after the Employee terminates employment. Such payments shall not be included as final average compensation for the purpose of computing retirement benefits.

D. Payments under subsections (A) or (B) of this Section shall be paid to a deceased Employee's life insurance beneficiary.

Section 4. Scheduled PTO.

A. All requests for scheduled PTO shall be determined at the discretion of the Division Head, dependent on the needs of the Department and the seniority of the Employees. Where possible, the Division Head shall give preference to seniority Employees in granting requests.

B. Schedules shall be developed by the Division Head on the basis of Departmental Seniority. Within the discretion of the Division Head, the Employee may be required to work all or part of scheduled PTO that the Employee would normally have been on scheduled PTO, and in lieu of scheduled PTO, shall be paid the PTO pay provided in this Article, which PTO pay shall be in addition to the compensation received for the time actually worked during said period.

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

Section 5. Unscheduled PTO for Health-Related Conditions.

A. PTO for health-related conditions shall be taken in increments of at least one (1) hour or up to the Employee's accrued PTO balance, whichever is less; provided, however, in areas where work crews are assigned at the start of the normal work shift, the appointing authority may require that PTO be used in at least four (4) hour increments at the start of the normal work shift.

B. Departmental rules may require that the Employee notify their Department prior to the start of their normal work shift of any disability or illness which will cause their absence. In all other cases, the Employee shall notify their Department of such disability or illness within one-half (½) hour after the start of their normal work shift.

C. Notification to the Division Head and request for PTO for health-related conditions may be made by telephone, and the appropriate Division Head or authorized representative, will cause a written request to be filed. If an Employee has advance knowledge of a health condition necessitating PTO, the Employee shall, before the PTO begins, file a written request for PTO with the appropriate Division Head or authorized representative.

D. Any Employee who has exhausted their available PTO shall have any additional lost time due to their health taken without pay.

E. When an Employee is absent from work for a period of three (3) or more consecutive work days, the Employer may require a certificate from a licensed physician, noting the cause of such absence to be furnished before the leave request is granted for purposes of compensation. The Employee may also be required by the Department Head or authorized representative to be examined by the City Physician to determine whether the Employee has recovered sufficiently from the condition causing their absence to return to work.

F. A certificate from a licensed physician noting the cause of the absence may be required by the Department Head of any Employee who has taken PTO for health-related conditions on three (3) or more occasions within the fiscal year. Work rules may be modified to exceed the limits set forth above.

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

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

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

B. Employees requesting PTO for non-health related reasons must request and receive approval from the Employer at least twenty-four (24) hours before the requested PTO would begin. If an Employee is absent and advance notice is not given, the Employer may require proof that the Employee could not provide prior notice.

C. Employees requesting PTO for non-health related reasons who are unable to provide at least twenty-four (24) hours' notice to the Employer shall provide notice as soon as practicable, but in no instance later than one-half (½) hour prior to the Employee's scheduled starting time.

Section 7. Disability Insurance Program.

A. The Employer will provide a short-term disability insurance program for Employees with extended absences. Such program will provide an eligible Employee (as determined by the insurance carrier/provider) with a wage continuation equivalent to sixty percent (60%) of the Employee's straight time rate, up to a maximum of one thousand two hundred fifty dollars ($1,250.00) per week in gross pay, commencing after the fifteenth (15th) calendar day waiting period, and extending for no more than twenty-four (24) weeks.

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

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

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

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

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

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

ARTICLE 17
NEUTRAL MEDICAL OPINIONS

When the Employer's physician has determined that an Employee is either able or unable to work and the Employee's private physician disagrees, the Employer may seek a third, independent medical opinion. The Employee will cooperate in any examination needed for that third opinion. However, nothing in this Article restricts the Employer from exercising its right to determine whether an Employee is fit for duty.

ARTICLE 18
WORKERS' COMPENSATION

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

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

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

C. When an Employee returns to work from a compensable injury or illness, the Employee shall receive Seniority credit for the period during which Workers' Compensation was paid.

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

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

ARTICLE 19
BEREAVEMENT LEAVE

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

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

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

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

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

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

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

ARTICLE 20
JURY DUTY

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

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

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

ARTICLE 21
COURT TIME

Section 1. Employees appearing under subpoena in a Federal or State Court due to their employment shall have such time considered time worked. Subpoena fees received by Employees shall be remitted to their supervisor. Mileage fees received by Employees shall be remitted to the supervisor only if transportation was furnished by the Employer, or if the Employee is being paid mileage for the use of their private vehicle for Employer business. Police Department Employees required to appear on a regular day off shall be paid in accordance with Article 24, Call-In Pay.

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

ARTICLE 22
HOLIDAYS

Section 1. Holiday Observance.

A. The following days are designated as Holidays:

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

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

Section 2. Employees Who Are Not Required to Work.

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

B. If a Holiday falls on the Employee's regularly scheduled day off, the Employee shall be credited with eight (8) hours of PTO.

Section 3. Employees Who Work on a Holiday.

A. An Employee that is required to work on a Holiday shall receive:

i. Straight-time pay for all hours worked; and

ii. Eight (8) additional hours of straight-time pay.

Section 4. Duplication of Holiday Benefits.

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

Section 5. Unauthorized Leave.

A. Employees who are absent without prior authorization on their last scheduled work day preceding the Holiday or on their first scheduled work day following the Holiday shall not be entitled to Holiday pay.

B. Employees scheduled to work on a Holiday, who fail to report for work, and whose absence was not previously authorized, shall not be entitled to Holiday pay.

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

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

ARTICLE 23
OVERTIME

Section 1. Overtime Pay.

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

worked.

B. All work in excess of a normal work shift and/or normal work week must be approved by the Employee's supervisor prior to the commencement of such work.

C. Except as provided in Article 22 (Holidays), only actual hours worked shall be counted towards eligibility of overtime premium pay. Time spent on leave and Union release time shall not be counted as hours worked.

D. Premium payments will not be duplicated.

Section 2. Overtime Equalization.

A. Voluntary and mandatory overtime work shall be equalized among employees qualified to do the work available working within the same job classification, within the same division and shift, beginning July 1, 2022. The Overtime Distribution provision of the predecessor Agreement (Article 23, Section 2) will control until July 1, 2022.

B. Available overtime will first be offered on a voluntary basis to qualified employees in descending seniority order. An employee who declines an offer of voluntary overtime will be charged with the amount of the overtime for equalization purposes.

C. If no one volunteers to work overtime, the Employer will mandate employees in ascending seniority order.

D. Each month, divisions will post overtime equalization lists, identifying each employee and the amount of overtime each employee has been charged.

E. The distribution of voluntary and mandatory overtime shall be equalized annually within thirty (30) hours. The remedy for insufficient overtime equalization will be offering additional overtime opportunities to the adversely affected employees.

F. The Director of Human Resources/Labor Relations will develop processes and procedures for divisional equalization of overtime, which will become effective on July 1, 2022. The Director of Human Resources/Labor Relations will share the processes and procedures with the Union and provide a pre-implementation opportunity to meet and discuss the processes and procedures.

ARTICLE 24
CALL-IN PAY; SUSPENSION OF SERVICES

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

and one-half (1½) times their base rate of compensation for those hours worked.

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

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

ARTICLE 25
STANDBY

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

Section 2. An Employee on standby duty shall receive one and three-quarters (1¾) hours pay pay at their base hourly rate of pay for each day of standby duty. Additional benefits do not accrue for standby time. Standby time shall not be considered time worked, nor will payments for standby time be considered earnings for the purposes of Final Average Compensation.

ARTICLE 26
CAR AND MILEAGE REIMBURSEMENT

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

Section 2. Mileage Reimbursement.

A. An Employee who is required to furnish their own transportation in order to perform their assigned duties, shall be reimbursed for all of the miles driven in the course of performing their assigned duties, at the standard mileage rate established by the Internal Revenue Service (IRS).

B. A record of all actual miles driven shall be required from each Employee prior to receiving any mileage reimbursement. The record shall be on forms provided by the City and submitted to the Employee's Department/Division Head for review, and then forwarded to the Department of Finance for inspection and payment.

C. Mileage reimbursement checks shall be processed in accordance with the Employer's Travel Policy.

Section 3. Provision of Liability Insurance.

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

ARTICLE 27
COMPENSATION SCHEDULES

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

ARTICLE 28
DUAL CLASSIFICATIONS

Section 1. Compensation.

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

Section 2. PTO.

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

Section 3. Inter-unit Dual Classification Positions.

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

ARTICLE 29
PAY LEVEL RECLASSIFICATION AND REALLOCATION

Section 1. Reclassification Requests.

A. The Union President may submit one (1) written reclassification or reallocation request during each quarter of the calendar year. A written reclassification or reallocation request shall include a CS-39 completed form with the Employees and Supervisors signature verifying the information.

B. The Human Resources/Labor Relations Department will determine whether the Employee is correctly working within their current job description and classification and will advise the Union President of their determination.

C. If the Human Resources/Labor Relations Department determines over fifty percent (50%) of the Employee's duties are in another, higher classification, then the Employee will be promoted to that position effective the first full pay period following the Human Resources/Labor Relations Department's determination. When an Employee is placed in a different pay level by reason of reclassification or reallocation, their base wage rate will be adjusted accordingly beginning with the first full pay period following the Human Resources/Labor Relations Department's determination.

D. The Union may grieve a denial of a reclassification or reallocation request with the grievance being presented at Step 3 of the Grievance Procedure. Any pay from a grievance settlement will not be awarded prior to the date of the filing of the written grievance.

Section 2. New Classifications, Reclassifications, Reallocations.

A. The Employer shall have the exclusive right to establish new classifications, to reclassify existing classifications, and to reallocate wage rates to classifications. When such changes are made, the Union will be provided a copy of the new/revised position description and the established rate of pay, at least five (5) work days prior to its implementation.

B. Upon request of the Union a meeting shall be held (either before or after implementation) to allow the Union the opportunity to meet and confer with the Human Resources/Labor Relations Director, or their designee, as to the wage rate of such classification, but not as to the duties. However, any delay in the implementation of the new/revised classification will be at the sole prerogative of the Employer.

C. If there is no agreement upon the rate of pay, the matter as to the appropriate pay rate may be referred to Step 3 of the Grievance Procedure.

Section 3. Arbitrator Authority.

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

ARTICLE 30
CHANGES IN RATES OF COMPENSATION

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

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

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

ARTICLE 31
REST AND MEAL PERIODS

Section 1. Rest Periods.

A. All Employees shall have one (1) rest period of fifteen (15) minutes per four (4) work hours, to be scheduled by their immediate supervisor.

B. Rest periods shall not be cumulative, nor shall Employees be entitled to additional compensation in lieu of a rest period.

C. Rest periods should not disrupt the regular business of the day. Employees may not leave the work premises during rest breaks.

D. Employees who works in excess of their normal work shift shall be permitted to take an additional fifteen (15) minute rest period upon the completion of each two (2) hour period following their normal work shift.

Section 2. Meal Periods.

A. All Employees shall be granted an unpaid lunch period, not to exceed one (1) hour including travel time.

B. Whenever practical, the lunch period shall be scheduled near the middle of the Employee's shift.

C. For continuous operations, departmental work rules apply.

ARTICLE 32
AUTHORIZED PAYROLL DEDUCTIONS

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

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

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

ARTICLE 33
TUITION REIMBURSEMENT

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

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

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

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

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

Section 6. Reimbursement for tuition to all Bargaining Unit Employees shall not exceed the sum of three thousand five hundred dollars ($3,500.00) during any one (1) fiscal year. Employees will be reimbursed in the order that the completed letters of application were received.

ARTICLE 34
EMPLOYEE SAFETY

Section 1. Safety.

A. The Employer is committed to providing safe work conditions for its employees. The Employer will establish those safety committees required by law.

B. The Union may submit a written request to the Human Resources/Labor Relations Director, to meet and confer on safety related concerns.

Section 2. Safety Equipment/Devices.

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

B. Employees shall wear issued safety equipment during working hours.

ARTICLE 35
INSURANCE COVERAGE

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

Section 2. Each insurance benefit provided by this Agreement is subject to the terms and conditions specified in the insurance policy or policies. No claim settlement between the Employee and any such insurance carrier(s) shall be the basis of a grievance or subject to arbitration under this Agreement. The Employer, by payment of the premium required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefits provided by the insurance coverage. The failure of an insurance company to deliver any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Employer or the Union, nor shall such failure be considered a breach by either the Employer or the Union of any obligation under this Agreement. Eligibility, coverage, and benefits under any insurance plan are subject to the terms and conditions, including any waiting period or other time limits, contained in the contracts between the Employer and the carrier(s).

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

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

ARTICLE 36
LIFE INSURANCE

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

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

Section 3. The insurance coverage specified in this Article, shall be discontinued on the day the Employee's services are terminated, the Employee quits, retires, is laid off, or is otherwise not on the Employer's payroll; provided, however, such insurance coverage will be continued for an Employee who is on an approved leave of absence without pay, for a period not to exceed six (6) months.

Section 4. If an Employee is discharged, and the discharge is ultimately reversed, the Employer will be liable for any life insurance benefits that would have been otherwise due to that Employee.

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

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

ARTICLE 37
PAYMENT IN LIEU OF INSURANCE COVERAGE

Employees who are eligible for hospitalization insurance, but whose entire tax family opts out of that insurance because they have group health coverage from another source or sources, shall be entitled to payment of up to one thousand two hundred dollars ($1,200.00) during the year. The City will make this payment to eligible Employees in installments of one hundred dollars ($100.00) per month, The payment shall be made as an adjustment to a regular paycheck, and only those Employees who are entitled to a regular paycheck shall be entitled to the payment in lieu of insurance coverage.

ARTICLE 38
HOSPITALIZATION INSURANCE

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

A. The City shall not provide health care coverage for the Employee's spouse if the spouse is eligible to receive health coverage through an Employer or former Employer of the spouse. As a condition of continued spousal health care coverage under this Section, the City may require that the Employee file an affidavit each year or upon request attesting that the spouse is eligible for no other

Employer-paid health coverage.

B. The Employer will offer eligible Employees the following health coverage plans (or comparable coverage through existing/alternative carriers):

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

ii. Health Plus Plan DVDF and $20, $40, $60 (30 day supply) prescription drug coverage;

iii. McLaren Health Plan C6 and $10, $25, $50 (30 day supply) prescription drug coverage.

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

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

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

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

cancelled. If 2011 PA 152 is repealed, the Employer shall pay eighty percent (80%) of the annual premium.

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

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

i. Full-time Employees hired on or after April 25, 2012, are not eligible for Employer-paid retiree health care coverage. Instead, the Employer shall establish a Retiree Medical Savings Account (RMSA) or other IRS-qualifying savings plan for each affected Employee. The accounts may be used by the Employee, their spouse, or their dependents to offset the cost of healthcare after the Employee retires or separates from service. MERS shall administer the RMSA program as described herein. The MERS Plan document, policies and procedures of MERS shall control the administration of the program.

ii. For all full-time Employees hired on or after April 25, 2012, the Employer shall contribute to the Employee's RMSA $57.70 per pay period for time worked for which the Employee has more than 40 hours of straight time pay, beginning with the date of hire. Effective the first pay period after January 1, 2014, Employees shall make a pre-tax contribution to the Employee's RMSA (through payroll deduction) of $23.08 per pay period for time worked for which the Employee has more than 40 hours of straight time pay. Additionally, an Employee may contribute additional amounts on a post-tax basis through payroll deduction.

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

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

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

v. An Employee who elects a deferred retirement on or after April 25, 2012, is not eligible for the retiree health care coverage provided by this Section.

B. Employees hired before April 25, 2012.

i. Full-time Employees hired before April 25, 2012, may, upon retirement, elect health care benefits for the Employee, the Employee's spouse, and the Employee's dependents, in existence at the time of retirement, from among those plans offered to current Bargaining Unit Employees, on the same terms (including required contributions to premiums) and with the same benefit levels as offered to current regular Employees, until the Retiree becomes eligible for Medicare due to age, disability, or end stage renal disease.

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

ii. A City of Flint Retiree who becomes eligible for Medicare, must enroll in Medicare Parts A and B at their expense. A Retiree who is enrolled in Medicare Parts A and B will be covered by a Medicare Supplemental plan (or Medicare Advantage plan) at the Employer's expense, subject to the contribution limits provided in Section 3 of the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The eligible spouse or dependent child of a City of Flint Retiree who becomes eligible for, and is enrolled in at their expense, Medicare will be covered by a Medicare Supplemental plan (or Medicare Advantage plan) at the Employer's expense, subject to the contribution limits provided in Section 3 of the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. If PA 152 of 2011 is repealed, the Employer shall pay 80% of the annual premium.

iii. The Retiree shall pay any premium contribution that exceeds the amount contributed by the Employer through automatic deduction from their monthly pension check. If the required contribution is greater than the monthly pension check, the Retiree must contact the Human Resources Department to make arrangements for the Retiree to pay the contribution. Failure to do so will result in termination of benefits.

iv. Employees who participate in the high-deductible health coverage plan offered by the City at the time of retirement and who are eligible to deposit monies into an HSA as defined by federal regulations shall receive an annual contribution to the Retiree's HSA equal to fifty percent (50%)

of the applicable contribution amount provided to active Employees pursuant to this Article.

v. The City shall not provide retiree health care coverage for the Retiree if the Retiree is eligible to receive paid health coverage through another Employer or former Employer. As a condition of continued retiree health care coverage under this Section, the City may require that a Retiree file an affidavit each year or upon request attesting that the Retiree is eligible for no other Employer-paid health coverage.

vi. The City shall not provide retiree health care coverage for the Retiree's spouse if the Retiree's spouse is eligible to receive paid health coverage through an Employer or former Employer of the Retiree's spouse. As a condition of continued spousal health care coverage under this Section, the City may require that a Retiree file an affidavit each year or upon request attesting that the spouse is eligible for no other Employer-paid health coverage.

vii. An Employee who elects a deferred retirement on or after April 25, 2012 is not eligible for the retiree health care coverage provided by this Section.

Section 3. Termination of Benefits.

A. Except as otherwise provided herein, health coverage terminates on the last day of the premium month in which the Employee is terminated or laid off or otherwise becomes ineligible for health coverage. Health coverage terminates on the last day of the premium month in which the Retiree becomes ineligible for health coverage. Health coverage for a dependent Spouse is terminated on the date on which they are no longer eligible (i.e., on the date of divorce, or upon the death of the Employee or Retiree). Health coverage for a dependent child is terminated on the date the child turns 26, or earlier as required by law. Health coverage for dependents will be terminated in the event an Employee or Retiree fails to provide the City with proof of dependent eligibility.

B. Health coverage shall be continued during any leave for which the Employee receives full pay from the Employer. Employees on leave of absence with reduced hours and pay are not entitled to continued health coverage paid by the Employer except where Employee may be entitled to coverage by virtue of coverage requirements under PPACA or the Family Medical Leave Act (FMLA) as administered by the Employer. Employees on leave of absence without pay or on layoff are not entitled to continued health coverage paid by the Employer but may be eligible for continuation coverage as provided by the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

C. Health Coverage will be continued while an employee is on an authorized

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

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

ARTICLE 39
DENTAL BENEFITS

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

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

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

ARTICLE 40
OPTICAL BENEFITS

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

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

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

ARTICLE 41
UNEMPLOYMENT COMPENSATION

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

ARTICLE 42
RETIREMENT BENEFITS

Section 1. General Provisions.

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

B. Employees in this Division will be credited with one (1) month of service credit for each month worked, provided however, that the Employee works a minimum of eighty (80) hours in that month. Hours worked includes those hours for which the Employee is fully compensated, such as paid time off.

Section 2. Defined Benefit Plan. The Defined Benefit Plan is for all Employees hired prior to July 1, 2013 except for employees currently in the City of Flint 401(a) Defined Contribution Plan. The provisions in this Section apply to the administration of the Defined Benefit Plan only.

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

B. Notwithstanding anything to the contrary as may contain herein, Employees hired prior to July 1, 2013, shall have the portion of their pension earned for credited service time prior to May 1, 2012, calculated in accordance with the provisions of the parties' expired collective bargaining agreement, which had a term of July 1, 2010 through June 30, 2014 and was signed October, 2011. Effective May 1, 2012, the multiplier for these employees shall be 1.50% for all credited service time earned after that date.

C. Final Average Compensation. Final Average Compensation (FAC) will be computed using the average of the highest consecutive three (3) year or thirty-six (36) month period of earnings from the Employee's entire work history as reported to MERS by the Municipality. For the pension calculation after May 1, 2012, overtime will not be included in FAC. (For example: FAC years 2006 + 2007+ 2008 divided by 3 = FAC.)

D. The Employee annual contribution is nine and one half percent (9.5%) on all base wages earned.

E. Employees hired prior to September 26, 1984, are eligible to retire and to receive a pension benefit calculated in accordance with this Article if they have accumulated three hundred (300) months or twenty-five (25) years of service credits. Employees hired prior to September 26, 1984, who leave the employment

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

F. Employees hired prior to June 30, 1997, who have accumulated one hundred twenty (120) months or ten (10) years of service credits in accordance with this Section, and who have reached the age of fifty-five (55) years are eligible to retire and to receive a pension benefit calculated in accordance with this Article.

G. Employees hired prior to June 30, 1997, who leave the employment of the City with one hundred twenty (120) months or ten (10) years of accumulated service credits, but who have not attained the age of fifty-five (55), are eligible to receive a pension benefit calculated in accordance with this Article, once they attain the age of fifty-five (55).

H. Employees hired after July 1, 1997, who have accumulated one hundred twenty (120) months or ten (10) years of service credits in accordance with this Section, and who have reached the age of fifty-nine (59) years, or if they have accumulated three hundred sixty (360) months or thirty (30) years of service credits and have obtained the age of fifty-five (55) are eligible to retire and to receive a pension benefit calculated in accordance with this Article.

I. Employees hired after July 1, 1997, who leave the employment of the City with one hundred twenty (120) months or ten (10) years of accumulated service credits, but who have not attained the age of fifty-nine (59), are eligible to receive a pension benefit calculated in accordance with this Article, once they attain the age of fifty-nine (59).

J. Duty related disability benefits are subject to MERS processes and approval with the disability being the natural and proximate result of on-the-job injury. There are no vesting requirements. Benefits will be paid if the Employee is determined to be disabled under MERS' definition. The benefit will be the greater of the result of the applicable defined benefit formula or fifteen percent (15%) of the FAC. The pension benefit will be recalculated by granting additional service credit at age sixty (60) or if the Municipality notifies MERS or MERS is otherwise informed that the state workers' compensation payments have ceased.

K. Non-Duty related disability benefits are subject to MERS processes and approval. The Employee must have ten (10) years of service in order to qualify. Benefits will be paid if the Employee is determined to be disabled under MERS' definition. The benefit will be computed as the result of the defined benefit formula without regards to a minimum. For individuals who retired prior to joining MERS, their benefits are not offset by income earned from a future job. Individuals who retire after joining will be subject to the MERS income limitations.

L. Duty related death benefit has no vesting requirements. The surviving spouse will receive the greater of the result of the defined benefit formula or twenty-five percent (25%) of the FAC. If the Employee dies with no spouse, any children would equally share not less than twenty-five (25%) of the Employee's straight life benefit until twenty-one (21) or married. A survivor beneficiary would receive a portion of a vested Employee's straight life benefit.

M. Non-Duty related death benefits are payable should death occur to an active Employee. The Employee must have twenty (20) years of service or be age fifty-five (55) with a minimum of ten (10) years of service in order to qualify. The spousal benefit will be eighty-five percent (85%) of the result of the defined benefit formula or one hundred percent (100%) of the Joint and Survivor benefit, whichever is higher. If a survivor beneficiary is named, they would receive a portion of the straight life benefit. If the Employee dies with no spouse or survivor beneficiary, any children would equally share fifty percent (50%) of the Employee's straight life benefit until twenty-one (21) or married.

Section 3. Hybrid Plan.

A. Employees hired on or after July 1, 2013, and current employees in the City of Flint 401(a) Defined Contribution Plan shall be provided with the MERS hybrid pension plan (which includes a component of a defined benefit and defined contribution) with a one percent (1.0%) multiplier.

B. Final Average Compensation (FAC) will be computed using the average of the highest consecutive three (3) year or thirty-six (36) month period of earnings from the Employee's entire work history as reported to MERS by the Municipality.

C. Employees who have accumulated seventy-two (72) months or six (6) years of service credits in accordance with this Section, and who have reached the age of sixty (60) years, are eligible to retire and to receive a pension benefit calculated in accordance with this Article.

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

E. Participants may make a one-time, irrevocable election to contribute up to five percent (5%) of all earnings in increments of one percent (1%) to the defined contribution component of the Hybrid Plan. The Employer will match the Employee's contribution up to five percent (5%) not to exceed the ten percent (10%) overall Hybrid Plan Employer contribution cap. Employees shall be one hundred percent (100%) vested at all times on their own contributions. They will vest on the Employer contributions according to the following schedule: After

one (1) year of service, twenty percent (20%) vested; two (2) years, forty percent (40%) vested; three (3) years, sixty percent (60%) vested; four (4) years, eighty percent (80%) vested; five (5) years, one hundred percent (100%) vested.

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

ARTICLE 43
RESIDENCY

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

ARTICLE 44
TEMPORARY AND PROVISIONAL PROMOTIONS

Section 1. Temporary Promotions.

If a Regular Employee's absence makes it necessary, the Human Resources/Labor Relations Director may authorize the temporary promotion of an Employee to a position in a higher level. The temporary promotion shall continue during the absence of the Regular Employee or as the City otherwise directs.

Section 2. Benefits for Temporary and Provisional Promotions.

During a temporary or provisional promotion, Employees will be paid the wage consistent with the classification to which they were promoted, and will otherwise receive the benefits of this Agreement as if they had not received a promotion. Employees promoted to positions level 23 and above shall not be entitled to overtime.

ARTICLE 45
CHANGE OF ADDRESS AND TELEPHONE NUMBER

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

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

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

ARTICLE 46
OUTSIDE EMPLOYMENT

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

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

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

ARTICLE 47
SCOPE OF AGREEMENT

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

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

ARTICLE 48
NO STRIKE/NO LOCKOUT

Section 1. No Strike.

A. The Grievance Procedure in this Agreement shall serve as a means for the peaceful resolution of all disputes that may arise concerning its terms. During the life of this Agreement, the Union shall not cause, nor shall any member of the Union take part in, any strike or refusal to work. For purposes of this Agreement, "strike" means any

concerted activity resulting in a failure to report for duty, willful absence from a position or a stoppage or abstinence in whole or in part from the full and proper performance of work duties.

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

Section 2. Affirmative Action.

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

Section 3. No Lockout.

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

ARTICLE 49
SEPARABILITY AND SAVINGS

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

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

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

ARTICLE 50
DURATION OF AGREEMENT

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

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

Section 3. An Emergency Manager appointed under the Local Financial Stability and Choice Act, 2012 PA 436, MCL 141.1541 to 141.1575, will have such authority relative to the terms of this Agreement as provided under the Act.

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

City of Flint ("Employer")	**AFSCME Council 25, Local 1799 ("Union")**