

**RECOMMENDED SETTLEMENT
BETWEEN FPOA -and- THE CITY OF FLINT
TENTATIVELY AGREED UPON FEBRUARY 20, 2006**

The following is the recommended Settlement Agreement which has been tentatively agreed upon by the bargaining teams for the City of Flint and the FPOA and is unanimously recommended for ratification.

The Tentative Agreement shall become effective upon ratification except as otherwise provided herein and shall continue, to and including, June 30, 2008.

A. Miscellaneous Contract Changes

1. **Article 17, Court Time** - Use Article 19 to place employees on standby for possible court appearances by adding the following language after the first paragraph:

"Notwithstanding the above, the City shall have the right to place employees on standby and pay them pursuant to Article 19, Standby, rather than Article 17, Court Time, for possible court appearances. Said standby pay shall be waived if the employee is subsequently called in to work."
2. Effective July 1, 2007, the Drug and Alcohol Policy shall be amended to provide for periodic random drug testing. Said testing shall include urine and hair samples. The City shall test up to 10 officers per quarter. Said officers shall be selected by a lottery process.
3. Effective July 1, 2006, the number of light-duty positions shall be reduced from 12 to 8.
4. **Article 31, Discharge and Discipline** -
 - a. Discontinue Trial Board proceedings for verbal and written reprimands by eliminating Paragraph B.2.
 - b. Under normal circumstances, such written disciplinary changes shall be served upon an employee within 120 days from the date Police Administration had knowledge of the alleged violation, provided this shall not apply in the event of a grand jury investigation or other court proceeding.
5. **Article 60, Grievance Procedure, Section 5** - Provide that arbitration expenses shall be borne equally by the parties.
6. **Article 55, Life Insurance** - Change life insurance eligibility to the date the employee achieves Police Officer status (instead of six months).

B. Economic Package

1. To address the City's concern to put more officers on the street, the number of sick and annual days will be reduced as shown below. At the same time, the City will pay eight hours of holiday pay for the designated holidays with no deduction from annual.

a. Article 21. Holidays. Section 2. Holiday Benefits:

"In the event that a holiday occurs on a day that would otherwise fall within an employee's regular work schedule, such employee will take the day off and will be paid eight (8) hours holiday pay at his/her regular straight-time base hourly rate. The employee's supervisor may require the employee to work on any holiday.

In the event a holiday occurs on a day that does not fall within an employee's regular work schedule, such employee will be paid eight hours pay at his/her regular, straight-time base hourly pay.

In the event an employee is scheduled and/or required to work on any holiday, such employee shall be compensated at the rate of time and one-half (1-1/2) for all hours worked (plus the eight hours of holiday pay at his/her regular, straight-time base hourly pay)."

b. Article 22. Annual Leaves. (a) Accrual of Annual Leave: Effective the beginning of the pay period on or after March 1, 2006, the hours accrued per payroll period shall be reduced by 3.1 hours with the maximum accumulations reduced by 80 hours. Annual leave shall then accrue on the following basis:

Years of City Seniority	Hours Accrued Per Payroll Period	Maximum Accumulated Hours	For Employees Hired After 1/1/78, Maximum Accumulated Hours
Less than 6	4.0	347	178
6 thru 10	5.5	464	256
11 thru 15	7.1	588.8	339.2
16 and over	7.7	636.8	396.2

c. Article 23. Sick Time. Section 1. Accrual - Reduce the sick days from 13 per year to 12 by reducing the rate of accrual by 3 tenths (.3) of an hour per pay. The first two sentences of Section 1 shall be revised to read:

"Section 1. Accrual. Effective the beginning of the pay period on or after March 1, 2006, sick leave benefits shall be earned and

accrued by employees at the rate of 3.7 hours of sick leave for each payroll period that the employee has at least seventy-two (72) hours of straight-time pay to a maximum of 96 hours per year. If an employee has forty (40) hours of straight-time pay in a payroll period, but less than seventy-two (72) hours, the employee shall earn and accrue 1.85 hours of sick leave. However, no sick leave shall accrue if an employee has been on sick leave for the entire payroll period. Sick leave shall accrue on an unlimited basis."

2. Compensation Schedule -

- a. Provide a one-time only gross lump sum payment to each officer with five (5) or more years of seniority actively employed on the date of ratification, as provided herein.

Said lump sum shall be \$6,000 (minus applicable deductions, including City, State and Federal withholding).

For employees with at least one year of seniority on the date of ratification, but less than five years, the lump sum will be prorated at the rate of \$1,200 for each full year of seniority.

Employees promoted to a position outside the bargaining unit or retiring on or after July 1, 2005, shall be eligible for the lump sum payment. Said lump sum shall be prorated based on the agreement of the parties for any employee who has been off on an extended workers' compensation leave.

The lump sum shall be paid within 30 days following the date of ratification.

- b. Effective the beginning of the pay period on or after July 1, 2005, the Compensation Schedule shall be as follows, provided said schedule shall not apply retroactively, but shall only apply to hours worked beginning with the first pay on or after March 1, 2006.

1st 6 Months	=	\$33,020
2nd Year	=	\$36,020
3rd Year	=	\$40,020
4th Year	=	\$44,020
5th Year	=	\$50,600

The longevity steps shall continue to be based on the dollar differentials set forth in the current agreement (i.e., +\$872, +\$1,761, +\$2,791, +\$3,706).

- c. Effective the beginning of the pay period on or after July 1, 2006, the Compensation Schedule shall be increased by 2.5% (Steps 6 months through 5th year) and the longevity steps shall continue to be based on the current dollar differentials as set forth in the current agreement.
- d. Effective the beginning of the pay period on or after July 1, 2007, the Compensation Schedule shall be increased by additional 2.5% (Steps 6 months through 5th year) and the longevity steps shall continue to be based on the current dollar differentials as set forth the current agreement.

C. The issue regarding a change in the work schedule for the Patrol Section shall be submitted to the 312 Arbitrator for a decision.

The City's position in the 312 proceeding shall be to revise Article 11, Work Time and Pay Periods, Section 3, to provide that "for employees assigned to the Patrol Section, the City agrees to schedule each officer with four (4) consecutive days off, including a weekend, once every four (4) weeks." The first paragraph of Section 3 shall then read as follows:

"Section 3. Scheduling. All employees shall have a regular work schedule consisting of eight (8) consecutive hours in any twenty-four (24) hour period, except during shift changes. Scheduling will allow each employee at least two (2) consecutive days off in any fourteen (14) day period. As to employees assigned to the Patrol Section, the City shall schedule each officer with four (4) consecutive days off, including a weekend, once every four (4) weeks, provided, however, this may be changed by mutual agreement between the parties. Provided, further, that in the event of an emergency declared by the Mayor, the City reserves the right to determine and modify work schedules during the period of such emergency."

The Union's position in the 312 proceeding shall be to maintain the status quo.

- D. All other items per current agreement.
- E. This recommended settlement is null and void if not ratified by the Union on or before March 1, 2006.

RESOLUTION

I move we approve the Recommended Settlement Agreement between the City of Flint and the Flint Police Officers Association dated February 20, 2006.

AGREEMENT

between

THE CITY OF FLINT

and

FLINT POLICE OFFICERS ASSOCIATION

JULY 1, 1998 to JUNE 30, 2002

TABLE OF CONTENTS

	<u>PAGE</u>
Preamble	1
Article 1	Recognition 1
Article 2	Union Security and Dues Deduction 1
Article 3	Union Rights 3
Article 4	Association President 3
Article 5	Stewards 4
Article 6	Office Space 5
Article 7	Visits by Union Representatives 5
Article 8	Bargaining Team 6
Article 9	Bulletin Boards 6
Article 10	Union Leaves Days 6
Article 11	Work Time and Pay Periods 7
Article 12	Seniority 8
Article 13	Authorized Payroll Deductions 9
Article 14	Wages 10
Article 15	Shift Premium 10
Article 16	Overtime and Overtime Pay 10
Article 17	Court Time 11
Article 18	Call-In 12
Article 19	Stand-By 12
Article 20	Suspension of Non-Essential Functions 12
Article 21	Holidays 13
Article 22	Annual Leave 14
Article 23	Sick Leave 16
Article 24	Military Reserve Leave 19
Article 25	Leaves of Absence 20
Article 26	Tuition Reimbursement Program 21
Article 27	Injuries During the Course of Employment 22
Article 28	Shift Preference 24
Article 29	Equalization of Scheduled Overtime 24
Article 30	Layoff and Recall 26
Article 31	Discharge and Discipline 27
Article 32	Work Rules 29
Article 33	Police Department Personnel File 29
Article 34	Personnel Department Rules 30
Article 35	Temporary Assignments in a Higher Classification 30
Article 36	Personnel Examinations 30
Article 37	School Liaison 31
Article 38	Promotions 31
Article 39	Police Schools 31
Article 40	Veterans Rights and Benefits 32
Article 41	Change of Address and Telephone Number 32
Article 42	Legal Counsel 33

Article 43	Personal Property Reimbursement	34
Article 44	Special Assignment Relief	34
Article 45	Relief Time	34
Article 46	Firearm Qualifications	34
Article 47	Laundry and Dry Cleaning	35
Article 48	Uniforms and Equipment	35
Article 49	Outside Employment	35
Article 50	Unemployment Compensation	35
Article 51	Retirement	35
Article 52	Annuity Withdrawal Option	36
Article 53	Employee Death	37
Article 54	Insurance Coverage	37
Article 55	Life Insurance	38
Article 56	Hospitalization Insurance	38
Article 57	Dental and Optical Benefits	40
Article 58	Payment in Lieu of Insurance Coverage	41
Article 59	No-Strike Clause	41
Article 60	Grievance Procedure	42
Article 61	Work Force	46
Article 62	State and National Benefits	46
Article 63	Maintenance of Standards	47
Article 64	Management Rights Clause	47
Article 65	Cooperation in Applying Agreement	47
Article 66	Scope of Agreement	47
Article 67	Separability and Savings Clause	48
Article 68	Residency	48
Article 69	Safety	48
Article 70	Comp Time	48
Article 71	Duration of Agreement	49
Letter of Understanding - Concerning Insurance	51	
Letter of Understanding - Administrative Leave	52	
Letter of Understanding - Pension "Employer Pick-Up"	53	
Letter of Understanding - Shift Premium	55	
Letter of Understanding - Pension Multiplier	56	
Appendix A	Compensation Schedules	A-1
Appendix B	Police Officers Retirement System	B-1

PREAMBLE

THIS AGREEMENT is entered into on this 14th day of July, 2002, pursuant to and in accordance with Michigan Public Act 379, M.P.A. of 1965, as amended, between the City of Flint, hereinafter referred to as "City" or "Employer" and the Flint Police Officers' Association, hereinafter referred to as "Union" or "Employee."

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

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1 - RECOGNITION

This agreement is entered into between the City and Employees of the Flint Police Department possessing the rank of Police Officer who are represented by the Flint Police Officers' Association, in order to improve the relationship between the City of Flint and those Employees of the Flint Police Department of the rank Police Officer.

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

The Union will supply to the City a copy of the Union's Constitution and By-Laws and provide an updated copy as changes occur.

ARTICLE 2 - UNION SECURITY AND DUES DEDUCTION

Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or discontinue their membership in the Union as they see fit. However, within thirty (30) days of employment and as a condition of employment, subject to applicable law, all Employees covered by this Agreement shall either maintain membership in the Union by paying the Union's dues, or shall pay an agency fee equal to Union 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.

During the period of time covered by this Agreement, the City agrees to deduct from the wages of Employees who are members of the Union all Union membership dues and initiation fees uniformly required; provided however, that the Union shall present to the City written authorizations properly executed by each Employee allowing such deductions and payments to the Union. Previously signed authorizations shall continue to be effective as to current Employees and as to reinstated Employees. Any future increase in Union dues and/or initiation fees shall not require Employees to sign new authorization forms.

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

Employees represented by the bargaining unit, who are not members of the Union, shall, as a condition of continued employment, pay an agency fee in an amount equal to the amount paid by Employees who are Union members as regular and usual Union dues. Provided, however, Employees who are not members of the Union shall not be subject to an initiation fee.

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

Any Employee who has failed to either maintain membership or pay the requisite agency fee shall not be retained in the bargaining unit covered by this Agreement; provided, however, no Employee shall be terminated under this Article unless:

(a) The Union has notified the Employee by Certified Letter, return receipt requested, addressed to the address on file with the Chief spelling out that he is delinquent in payment of dues or agency fees, specifying the current amount of delinquency, and warning the Employee that unless such amount is tendered within ten (10) calendar days, he will be reported to the Employer for termination from employment as provided for herein, and,

(b) The Union has furnished the Chief with written proof that the foregoing procedure has been followed and has supplied the Chief with a written demand that the Employee be discharged for failure to conform to the provisions of this Article. The Union will provide to the Chief, in affidavit form signed by the

Union Treasurer, a certification that the amount of delinquency does not exceed the union dues or agency fees.

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

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

ARTICLE 3 - UNION RIGHTS

(a) **Bulletins and Orders.**

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

(b) **Special Conference.**

Special conferences on important matters will be arranged between the Union and the Chief of Police or the Employer or their designated representative upon the request of either party. Such meetings shall be between one (1) and not more than three (3) representatives of the Employer and representatives of the Union, unless otherwise mutually agreed. Arrangements for such conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those matters included in the agenda, unless both parties agree to include other items. Conferences shall be held on a work day, but not more than once per month, unless otherwise mutually agreed.

ARTICLE 4 - ASSOCIATION PRESIDENT

1. The President, or the Vice President in the absence of the President, shall work from 8:00 A.M. to 4:30 P.M., Monday through Friday, for which he will be paid by the City eight (8) hours per day, forty (40) hours per week. His only duties during these hours will be Union business as it pertains to the Police Officers' Unit of the Flint Police Department.

2. The President or his Vice President will not become involved in any political activity or Union organization of other departments during the eight (8) hours he is being paid by the City.

3. There will be no political signs or political materials in the office space provided the President by the City.

4. The President is a police officer first and a Union Steward second, and as such is accountable for his or her conduct as it relates to all Orders and Memoranda as well as City, State, and Federal laws.

5. The President or his Vice President will report directly to the designated Deputy Chief of Police or the Chief in the absence of the designated Deputy Chief of Police in all matters such as:

(a) If, for any reason the regular hours set out in paragraph (1) are to be changed, the Administrative Office will be notified not less than twenty-four (24) hours prior to the effective date of the change. The notice shall specify the hours to be worked, and the expected duration of the change in work hours.

(b) The Administrative Office shall be notified of any absence from the City, as well as the destination and shall specify the time at which assigned duties will be resumed.

(c) Absence due to illness shall be reported to the Administrative Office prior to the start of regular work hours.

6. The President, or the Vice President in the absence of the President, shall not be required to wear a police uniform except during emergencies lawfully declared by the Mayor or the Chief of Police. The President, or the Vice President in the absence of the President, shall, however, be dressed in a dignified manner at all times during the hours of their employment and shall, unless waived by the Chief of Police, wear a sport coat and tie, or suit and tie.

ARTICLE 5 - STEWARDS

The Employer recognizes the right of the Union to designate stewards through elections held by the Union, and alternate stewards by appointment of the Union. Once stewards and alternates are elected/appointed, their names will be submitted to the Police Chief, to the Personnel Department and to the City's Labor Relations unit for their information.

The authority of the stewards and alternates so designated by the Union shall be limited and shall not exceed the following duties:

- a. The investigation and processing of grievances in accordance with the provisions of the grievance procedure.

- b. The transmission of such messages and information which shall originate with, and are authorized by, the local Union or its officers, provided, such messages and information:
 1. Have been reduced to writing, or,
 2. If not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the work of the Police Department.

Stewards shall be as follows:

1. Association President. Elected by the Union.
2. Association Vice President. Elected by the Union.
 - (a) To act in absence of the President. This shall not be abused.
3. One (1) per shift (first, second and third shifts).
4. One (1) from Foot Patrol Section (one from first shift and one from second shift).
5. Alternate Stewards appointed by the elected Steward to:
 - (a) Act in the absence of the steward, and
 - (b) Be assigned on (1) per shift (first, second, third) and one (1) from first shift and one (1) from second shift to assigned to Foot Patrol Section as are the Stewards.

The Steward, or alternate, shall during his working hours, without loss of time or pay, in accordance with the terms of this Article, investigate and process grievances upon having received permission from their superior to do so. The supervisor shall grant permission within a reasonable time after the first hour of the shift for such steward to leave his work for these processes, subject to the necessary emergency exceptions. The privilege of such steward leaving his work during hours without loss of time or pay is subject to the understanding that only reasonable time will be devoted to the proper processing of grievances and will not be abused. Any abuse of this time will result in disciplinary action by the Employer and the Union.

ARTICLE 6 - OFFICE SPACE

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

ARTICLE 7 - VISITS BY UNION REPRESENTATIVES

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

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

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

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

ARTICLE 8 - BARGAINING TEAM

The Bargaining Team shall be elected by the Union and shall be limited to five (5) members. Of that number, four (4), when bargaining occurs during their normal work shift, shall be released for such purpose without loss of time or pay. In no event will the Employer compensate an Employee for hours spent in bargaining or other Union activities beyond the Employee's normal work shift.

ARTICLE 9 - BULLETIN BOARDS

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

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

ARTICLE 10 - UNION LEAVE DAYS

The Employer shall allow a maximum of six (6) Employees to attend conferences and/or seminars of any beneficial group or association which is sanctioned by the Union. Leave granted shall not exceed four (4) work days for each Employee per fiscal year, nor a total of twenty-four (24) work days per fiscal year for all Employees in the bargaining unit.

Leave days, as specified above, shall be considered as miscellaneous leave days and shall not be charged against an Employee's annual or other accrued leave days.

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

All leave provided in this Article shall be granted without any loss of any pay allowances, or other benefits as provided within the terms of this Agreement.

ARTICLE 11 - WORK TIME AND PAY PERIODS

Section 1. Regular Pay Period.

The normal pay period shall include the first scheduled full shift which begins after 12:01 A.M. Sunday and shall run to include the last shift scheduled to begin prior to midnight the second following Saturday. Such period is for two (2) weeks duration or eighty (80) working hours.

Section 2. Pay Days.

The pay days shall be alternating Thursdays. Employees working during the daytime shall be paid as near to 2:00 P.M. as possible. Employees working after 2:00 P.M. shall be paid at the beginning of their shift.

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

Advance checks will be granted according to the rules and regulations issued by the Director of Finance.

Section 3. Scheduling.

All Employees shall have a regular work schedule consisting of eight (8) consecutive hours in any twenty-four (24) hour period except during shift changes. Scheduling will allow each Employee at least two (2) consecutive days off in any fourteen (14) day pay period. As to Employees assigned to the Patrol Section, the City agrees to continue the present scheduling practice which allows Employees four (4) consecutive days off every four (4) weeks, provided, however, that this scheduling practice may be changed by mutual agreement between the parties. If an officer of the Patrol Section has the last Saturday of the 4-week work schedule off included

in the current day-off pattern, and a continuation of the same day-off pattern on the new 4-week schedule would have resulted in the first Sunday being included in the regular day-off pattern, and a changed day-off pattern is assigned to the Patrol Section officer, the Department will change days off in the first pay period of the new schedule to include the Sunday in the officer's weekend off, unless an overtime situation is created by so doing, and on request by the officer at least seven (7) days prior to the beginning date of the new schedule. Each four-week Patrol Section work schedule will include a weekend off for each officer, i.e., employees in the Patrol Section shall be scheduled to allow an employee four (4) consecutive days off, including a weekend, every three (3) weeks. Provided further, that in the event of an emergency declared by the Mayor, the City reserves the right to determine and modify work schedules during the period of such emergency.

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

ARTICLE 12 - SENIORITY

Section 1. Definitions.

- (a) **City Seniority.** The Employee's original hire date adjusted for time not worked. City seniority shall be used for determining step increases in pay, annual leave accrual, and pension credits (excluding prior service credits restored).
- (b) **Departmental Seniority.** Date Employee joined his current department adjusted for time not worked.
- (c) **Classification Seniority.** The date Employee was appointed to his present permanent job classification adjusted for time not worked. Classification seniority shall be used for layoffs, vacation pick and shift preference.
- (d) **Ties.** Any ties in classification seniority shall be resolved by final academy ranking, then by Civil Service test scores in absence of Academy ranking, then by the date of application, and then by the time of application.
- (e) **General.** Except for those instances specifically noted otherwise, seniority for purposes of this Agreement shall be classification seniority.

Section 2. Computation.

For each straight time hour paid after the last date of hire, an employee shall receive .1755 service credits. The total service credits shall determine seniority. As a way of example, service credits shall be accrued for each straight time hour paid while on leave, such as sick leave and annual leave and duty related injury for which the employee receives Workers' Compensation. Service credits will not accrue for unpaid leaves of absence, including but not limited to unpaid sick leave, time spent on layoff, and disciplinary action.

In arbitration matters, in which the arbitrator reduces the discipline, employees shall be given seniority credit only for the time in which they received straight time pay.

Section 3. Loss of Seniority.

An employee shall lose seniority for the following reasons:

- (a) He quits or retires.
- (b) He is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
- (c) He fails to report for work within five (5) days from the date of the mailing or telegramming of the notice of recall from layoff, notice of said recall from layoff to be by telegram or certified mail to the Employee's last known address. The City may, in its discretion, make an exception to this return to work within five (5) days rule when it believes it is warranted by the circumstances. Such discretion shall not be arbitrary or capricious.
- (d) If an Employee is laid off for a continuous period equivalent to the length of his classification seniority or 12 months, whichever is later. In the case of a laid off employee with less than one (1) year of seniority the City and the Union will meet 30 days prior to the expiration of the employee's 12 month period to review whether there is a mutual agreement to extend the period.
- (e) The Employee is absent for any three (3) consecutive working days without properly notifying the Employer. Because of his unreported absence, the Employee is considered to have resigned (voluntary quit) and is no longer in the employ of the City of Flint. In proper cases exceptions shall be made upon the Employee producing convincing proof of his inability to give such notice.

Section 4. Seniority of Stewards.

Notwithstanding his position on the seniority list, the Steward, in the event of a lay off of any type, shall be continued to work as long as there is a job in his department which he can perform and shall be recalled to work in the event of a lay off to the first open job in his department which he can perform. The Steward shall be a permanent Employee, and shall have completed his probationary period in his current position. This section shall not apply to change made subsequent to the date a notice of layoff is issued.

ARTICLE 13 - AUTHORIZED PAYROLL DEDUCTIONS

In addition to mandatory deductions, Employees may authorize the following deductions in their pay checks: Blue Cross, Savings Bonds, Contributions to United Way, F.O.P. dues, Credit Union, Police Benefit Association, Afro-American Police League dues, Union dues, Agency Shop dues, and other deductions as applicable and agreed upon by the parties.

In the event of an overpayment to an employee, it is agreed that said overpayment may be collected by the City with the employee hereby authorizing a payroll deduction for such overpayment. The employee will be notified in writing of the overpayment at least five (5) work days prior to the date of the paycheck in which the overpayment is being recovered. A deduction for overpayment shall not exceed \$50 in any one check without the employee's prior written consent, except this \$50 limitation shall not apply if the employee is only entitled to one check (e.g., in the case of retirement, termination, long-term leave, etc.).

ARTICLE 14 - WAGES

The wages of Employees covered by this Agreement are set forth in "Appendix A, Compensation Schedule" which is attached to and incorporated in this Agreement.

Changes in rate of pay which are scheduled to take effect during the first week of a pay period shall be paid as if earned at the beginning of the pay period. Changes in rate of pay which are scheduled to take effect during the second week of a pay period shall be paid as if earned beginning the following pay period.

ARTICLE 15 - SHIFT PREMIUM

The hourly rate of any Employee regularly assigned to work on the second shift shall be 6.5% greater than the base rate in the Compensation Plan Section of this Agreement applicable to that Employee not to exceed \$1.50 per hour. The hourly rate of any Employee regularly assigned to work on the third shift shall be 7% greater than the base rate in the Compensation Plan Section of this Agreement applicable to that Employee not to exceed \$1.50 per hour. Shifts, for purposes of this Section, shall be designated as follows:

First Shift, any shift during which the starting time is between 4:00 A.M. and 11:59 A.M.; Second Shift, any shift during which the starting time is between 12:00 noon and 7:59 P.M.; Third Shift, any shift during which the starting time is between 8:00 P.M. and 3:59 A.M.

ARTICLE 16 - OVERTIME AND OVERTIME PAY

Section 1. Definition.

An Employee who works in excess of his regular number of work hours in his normal work day (as outlined in this Agreement), and anytime where he works in excess of eighty (80) hours during a pay period, shall be paid overtime premium pay. For the purpose of computing overtime hours, time spent on leave with pay shall be counted as time worked. All overtime shall be computed at shift premium rate if applicable.

Section 2. Overtime Pay.

Except as provided elsewhere in this Agreement, compensation for overtime shall be computed at one and one-half (1-1/2) times the regular hourly rate of pay for all overtime worked. Premium payments are not to be duplicated, e.g., overtime and holiday premium pay shall not be paid for the same hours worked.

ARTICLE 17 - COURT TIME

For the time spent in any legal proceeding by an Employee during his off-duty hours, providing said proceeding is the result of, or arises from, the performance of such Employee's duties as a police officer, the Employee shall be compensated at time and one-half (1-1/2) his normal rate of pay for a minimum of three (3) hours. For purposes of this Article, a legal proceeding shall be defined as any of the following:

1. Time spent in Federal or State Court, under subpoena or Court order;
2. Time spent in signing and securing warrants;
3. Time spent in attending implied consent hearings, under notice of hearing;
4. Time spent in responding to a subpoena for the taking of depositions;

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

All canceled Court cases will be placed on roll call and/or verbally conveyed to the Employee. It is the Employee's obligation to determine if his name is on the roll call. If said Employee's name is not on the roll call, it is the Employer's obligation to verbally convey to the Employee the notice of cancellation. If the cancellation is not placed on the roll call or verbally conveyed to the Employee by 7:00 P.M. the day before the court case is scheduled, the Employee will be paid three (3) hours at time and one-half (1-1/2) the Employee's normal rate of pay. It is agreed that the Employee has the burden of proving that he is entitled to Court time pay.

When an Employee is required to attend a legal proceeding during a regularly scheduled work day, he will be compensated at straight time, however, any Employee called to appear at

any legal proceeding immediately prior to or immediately subsequent to a normal work shift shall be paid at time and one-half (1-1/2) his normal rate of pay only for the time actually worked before or after the Employee's scheduled work shift. Off-duty hours, for the purpose of this Section shall not include those hours when an Employee is drawing sick or injury pay.

All subpoena fees received by the Employee shall be submitted to the City; mileage fees received by the Employee shall be submitted to the City whenever transportation has been furnished by the City. An Employee required to travel outside Genesee County in response to a subpoena or Court order shall be provided with a City vehicle, if one is available. In the event no City vehicle is available, the Employee shall be responsible for providing his own transportation for which he shall be compensated at the rate of ten cents (\$.10) per mile, both ways.

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

ARTICLE 18 - CALL-IN

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

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

ARTICLE 19 - STAND-BY

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

For compensation, the Employee on such duty shall receive at his regular straight time rate of pay one (1) hour pay for each calendar day, Monday through Friday and two (2) hours pay for each calendar Saturday, Sunday, and/or holiday of such duty.

ARTICLE 20 - SUSPENSION OF NON-ESSENTIAL SERVICES

In the event the Mayor suspends non-essential City services, Employees engaged in essential services and scheduled to work shall be compensated in the following manner:

1. Employees scheduled to work, who report for work and work their entire shift, shall be paid eight (8) hours pay and shall have the option of receiving eight (8) additional hours of pay (at straight time rates) or credit for eight (8) hours of earned annual leave.

2. Employees who are scheduled to work and who have their absence authorized prior to or within one-half (1-1/2) hour of the start of their regular shift as either sick leave or annual leave during such period, shall have said absence charged to accrued sick or annual leave.

3. Employees who are scheduled to work and who are unable to report for work due to conditions directly related to those necessitating the suspension of non-essential services and beyond their control, if approved by the Shift Commander, shall be compensated for six (6) hours, at straight time rates, and may have the remaining two (2) hours required to complete payment for a full shift, charged to accrued annual leave. If the absence is not approved by the Shift Commander, said Employee may have the entire period of such absence charged to his accrued annual leave.

4. Employees who are not scheduled to work and who are called in to work, shall be paid in accordance with the call-in provisions of this Agreement for all hours worked and shall be credited with an equal number of hours of earned annual leave.

5. Employees who are not scheduled to work, and who do not work during such period, shall receive no benefit hereunder.

The period covered by this Article shall be defined as commencing at such time as the Mayor shall suspend non-essential services and continue until normal operations are restored.

Premium payments are not to be duplicated, such as, but not limited to, overtime and holiday premium pay shall not be paid for the same hours worked.

ARTICLE 21 - HOLIDAYS

Section 1. Holiday Observances.

The following days shall be designated as holidays:

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

Except in the following situations, all holidays shall be observed on the actual calendar date of their occurrence:

For those Employees whose assignment enables them to have every Saturday as a regular day off, any holiday that has a calendar date falling on a Saturday, the calendar date of that holiday shall be ignored and the preceding Friday shall be designated as the holiday. For those Employees whose assignment enables them to have every Sunday as a regular day off, any holiday except Easter Sunday that has a calendar date falling on a Sunday, the calendar date of that holiday shall be ignored and the succeeding Monday shall be designated as the holiday. In the case of Easter Sunday, the holiday shall be observed on the calendar date only.

Section 2. Holiday Benefits.

In the event that a holiday occurs on a day that would otherwise fall within an Employees's regular work schedule, such Employee will take the day off and will be charged eight (8) hours annual leave for such day off. The Employee's supervisor may require that Employee to work on any holiday. In the event a holiday occurs on a day that does not fall within an Employee's regular work schedule, such Employee shall not be charged with any annual leave time.

In the event an Employee is scheduled and/or required to work on any holiday, such Employee shall be compensated at the rate of time and one-half (1-1/2) for all hours worked.

Section 3. Duplication of Holiday Benefits.

If an Employee works both the calendar date and the designated date of a holiday, he shall receive holiday benefits only for the calendar date of the holiday.

ARTICLE 22 - ANNUAL LEAVE

(a) **Accrual of Annual Leave.** Annual leave shall be computed and accrued on the basis of each payroll period that an Employee has at least seventy-two (72) hours of straight time pay. If an Employee has more than forty (40) hours of straight time pay in a payroll period but less than seventy-two (72) hours, the Employee shall accrue one-half (1/2) the amount shown in the schedule below. Annual leave shall be based on City seniority (as defined in this Agreement) uninterrupted by resignation or discharge. Annual leave shall be accrued on the following basis:

Years of City Seniority	Hours Accrued Per Payroll Period	Maximum Accumulated Hours	For Employees Hired After 1/1/78 Maximum Accumulated Hours
Less than 6	7.1	427	258
6 thru 10	8.6	544	336
11 thru 15	10.2	668.8	419.2
16 and Over	10.8	716.8	476.2

Annual leave may be cumulative but not to exceed the maximums set forth above and any excess shall be forfeited, provided, however, that any excess shall not be forfeited in the event that the Employee suffers an injury or illness arising out of or in the course of employment which has been determined compensable by the Bureau of Workers' Compensation of the State of Michigan and because of such illness or injury is unable to utilize accumulated annual leave. Any annual leave accumulated and unused due to compensable injury or illness shall be used within six (6) months after return to work; said period may be extended by mutual agreement between the Employee, the appointing authority and the Personnel Director.

Effective beginning the pay period containing July 1, 1986, Employees may accumulate annual leave in excess of the maximum listed in the above chart by 160 additional hours. Said additional hours shall not be added to the above maximum or be included in the final average compensation, nor shall the Employee be entitled to pay upon termination for any hours in excess of the maximum accumulated hours set forth in the above chart.

No annual leave shall be taken or allowance made or paid until an Employee shall have worked one (1) full year, said Employee shall be credited with annual leave accrued during the preceding twenty-six (26) payroll periods less any holidays falling within said period for which he received payment. Provided however, that in the case of Employees who are involuntarily called into the Armed Forces of the United States, such Employees shall receive allowance for annual leave computed under the terms hereof from date of employment for the term of said involuntary tour of duty, without regard to whether said Employees have worked less or more than one (1) year.

(b) Use of Annual Leave. Time paid as annual leave shall be treated as time worked with the exception of night bonus.

Regular days off falling within a period of annual leave shall not be included as part of such leave.

An Employee must use annual leave before the Employee is allowed to take time off without pay.

Upon termination of employment, an Employee shall be compensated for his accrued annual leave at the rate of pay received by said Employee at the time the employment is terminated, provided, however, for Employees hired after January 1, 1978, such annual leave payment shall be made within sixty (60) days after the Employee retires and such payment shall not be included as final average compensation for the purpose of computing retirement benefits.

No annual leave balance shown on the "Request for Leave" slip or paycheck stub will be subject to challenge by an Employee for a period that covers more than twelve (12) months prior to the date of the challenge. Subject to available finances, within six (6) months of signing this Agreement, the City will begin to show employees' annual leave hours balance on his/her paycheck.

(c) Vacation Schedules. Vacation schedules, whereby Employees with accrued annual leave days may be afforded an opportunity to take and use such accrued annual leave days, shall be developed by the department head in accordance with the following provisions:

The calendar year shall be divided into segments equal to pay periods. All pay periods falling within, and including, the first pay period starting in the month of May and the last pay period starting in the month of September shall be known as the "Summer Vacation Period." The remaining pay periods of the calendar year shall comprise the "Winter Vacation Period."

Employees shall be provided an opportunity to take and use any portion of their accrued annual leave days for the purpose of taking one "summer vacation" and again for the purpose of taking one "winter vacation".

All requests for summer vacation and again for winter vacation shall be granted by the department head on the basis of seniority (as outlined elsewhere in this Agreement) of the Employees assigned to any of the various work groups within the department. For the purpose of this Agreement, a work group shall be any group of Employees assigned to a common shift, section, squad, unit, etc. (such as 1st Shift Patrol, 2nd Shift Traffic, Homicide Squad, etc.), such work groups to be determined and designated as such by the department head, provided, however, that such determination and designation shall not be made whereby any Employee will be denied an opportunity to take and use his annual leave days, as provided in this Agreement.

Employees shall be allowed to pick, in accordance with the provisions outlined above, the particular pay period in which to take their summer and winter vacations. Such picking of vacation periods shall be done in the two (2) week period immediately preceding the end of the summer vacation period. Any Employee, not prepared when his turn comes to so pick the particular pay period of his preference in which to take his summer or winter vacation, shall be passed over until all other members within his work group have picked, regardless of his seniority status.

Summer and winter vacations shall be restricted in length to one (1) pay period, however, nothing shall prohibit an Employee from taking additional annual leave days in an adjacent pay period where all other Employees have been allowed to pick their summer or winter vacation time and the particular adjacent pay period desired has not been filled, as outlined above, by the limited number of Employees allowed to be absent on leave during that time.

The number of Employees from any work group allowed to be absent on annual leave during any particular pay period shall be determined by the department head, provided, however, that such determination shall not be made whereby any Employee will be denied an opportunity to take and use his annual leave days, or any other leave days, as provided in this Agreement. Such determination shall be so made and established and brought to the attention of the Employees of the various work groups at the time of picking of summer and winter vacations, and such limited number shall be maintained during the course of the particular vacation schedule concerned.

Except for the annual leave days taken for summer and winter vacations as outlined above, all other requests to take and use annual leave days, if granted, shall be granted by the Chief of Police on a first come, first served basis. Such other requests shall not be denied except for cause.

Annual leave may be canceled by the Chief of Police in any situation deemed by him to be an emergency, or upon the request of the Employee.

ARTICLE 23 - SICK LEAVE

Section 1. Accrual.

Sick leave benefits shall be earned and accrued by Employees at the rate of four (4) hours of sick leave for each payroll period that the Employee has at least seventy-two (72) hours of straight time pay. If an Employee has forty (40) hours of straight time pay in a payroll period, but less than seventy-two (72) hours, the Employee shall earn and accrue two (2) hours of sick leave. However, no sick leave shall accrue if an Employee has been on sick leave for the entire payroll period. Sick leave shall accrue on an unlimited basis.

Section 2. Use.

An Employee shall be allowed to apply and receive sick leave benefits only in the event of illness, injury or other conditions related to his health prohibiting him from effectively performing his assigned duties. Application for sick leave shall be made to the Chief of Police on a form provided by the City and must be approved by the Chief of Police. The City may require an Employee applying for sick leave benefits to provide proof of such illness, injury, or other conditions related to the Employee's health before granting any request for such sick leave benefits in any case where an Employee was absent from work more than three (3) consecutive work days claiming illness, injury, or other conditions relative to his health, or any other reasonable suspicion of sick leave abuse.

In addition thereto, the Employee may be required by the department head or authorized representative to be examined on City time by the City Physician to determine whether the Employee has recovered sufficiently from the condition causing such absence to return to work.

Employees shall work for the City 1,040 hours but not less than six (6) months, before such leave may be utilized. Upon completion of this initial term of employment, accrual and accumulation of sick leave shall be credited to the Employee as of the date of employment.

Charges against accumulated sick leave and pay allowances for time lost on account of sickness shall be made only for time lost for which the Employee normally would have received pay and during which he normally would have been required to work.

Where an Employee finds that he will be unable to report for work due to illness, injury or other conditions relative to his health, such Employee shall notify the appropriate supervisor within one-half (1/2) hour prior to the Employee's scheduled starting time. Subsequent to making such notice, said Employee shall confine himself to his place of residence during those hours he would normally be on duty, unless directed otherwise by a licensed physician, and in such event said Employee shall notify the appropriate supervisor of the physician's direction. Provided further, on notifying the appropriate supervisor of the need for medication or the services of a physician, an Employee shall be allowed to leave his residence to seek such service for a period of time reasonable to the situation and surrounding circumstances.

Any Employee who has exhausted his available sick leave may have deducted any additional lost time due to illness charged against and deducted from accumulated annual leave.

Sick leave shall not be paid where other City paid benefits received by an Employee would result in cumulative straight time payment in excess of his normal wage based on an eight (8) hour day or forty (40) hour work week.

Sick leave shall be taken in increments of at least one (1) hour or up to the balance accumulated if the accumulated balance is a fraction of an hour, provided, however, in areas where work crews are assigned at the start of shifts, the appointing authority may require that sick leave be used in four (4) hour increments at the start of a shift.

In accordance with the provisions of this Agreement, no Employee having sufficient sick leave accrued to cover any time lost shall suffer any loss of pay for regularly scheduled work, or other benefits (excluding night bonus) where such time lost is due to illness, injury or other conditions relative to his health.

Section 3. Ability to Work and Extended Leave.

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

Permanent Employees who, because of illness or disability, use all available leave will be kept on leave without pay status for one (1) year. At the expiration of this period, an Employee on such leave status will be placed on the top of the eligibility list for his respective classification. In the event that said Employee has elected to withdraw his share of retirement

contributions, he shall be permitted to reacquire benefits earned by complying with the applicable provisions of Ordinance No. 1860 within two (2) years of re-employment.

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

Section 4. Injuries or Illness During the Course of Employment.

Whenever an Employee is injured or becomes ill as a result of his employment with the City and such illness or injury is found compensable by the Bureau of Workers' Compensation of the State of Michigan, time lost as a result of such injury or illness shall not be deducted from the Employee's sick leave.

Section 5. Retirement.

Any Employee who retires from the City of Flint as provided in the Retirement Ordinance shall be compensated for all hours up to 480 hours in cash for any accumulated unused sick leave plus one-half pay for each hour of unused sick leave in excess of 480 hours. The one-half pay for each hour of unused sick leave between 480 and 960 hours shall be paid after the Employee retires (within 60 days) and shall not be included as part of the Employee's final average compensation for the purpose of computing retirement benefits.

Employees hired after July 1, 1988, and who retire from the City of Flint as provided in the Retirement Ordinance shall be compensated in cash for one-half pay for each hour of unused sick leave time.

For any Employee hired after January 1, 1978, said sick leave shall be paid after the Employee retires (within sixty (60) days) and shall not be included as part of the Employee's final average compensation for purpose of computing retirement benefits.

Section 6. Death.

In the event of the Employee's death, unused accumulated sick leave time shall be paid to the Employee's living beneficiary on the same formula basis as retirees. Said payment shall be made to the spouse, children, father, mother, sister, or brothers of the deceased Employee with preference being given to those persons in the order named unless the Employee, by a sworn statement filed with the Employer prior to death has established a different order, without requiring letters of administration to be issued upon the estate of the deceased Employee.

Section 7. Balances.

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

Subject to available finances, within 6 months of signing this Agreement, the City will begin to show Employees' sick leave hours on his/her pay check.

ARTICLE 24 - MILITARY RESERVE LEAVE

Whenever an Employee who is a member of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, Air Force Reserve or Coast Guard Reserve is called to active duty or is compelled to participate in classes or instruction as part of an activated reserve unit, such Employee shall be paid, during the time of such service, the difference between his regular wage or salary and the allowance of the State of Michigan, or other governmental authority, for such service, provided that in the case of active service, the total period of payment shall not exceed 120 working hours in any one (1) calendar year and in the case of compulsory reserve training, the period of payment shall be determined by the Chief of Police. Before such payment shall be made, the Employee shall furnish the Chief of Police with a letter from the Commanding Officer showing the period of active duty and the allowance made by the State of Michigan or other governmental authority for such service.

It shall be the duty of the Chief of Police to forward such letter to the Director of Finance.

ARTICLE 25 - LEAVES OF ABSENCE

Section 1. Educational Leave.

An Employee with at least one (1) year of service credit may be granted a leave of absence for a full-time educational program, full-time being as established by the institution to be attended. Written application for educational leave must be made four (4) weeks prior to the beginning of the leave requested.

The credit hours pursued must be related to Law Enforcement. The Chief of Police's decision concerning relatedness shall be final, but his decision will not be arbitrary or capricious.

The Employee requesting educational leave, upon indicating an intention to return to duty with the City of Flint at the expiration of the requested leave, may be granted leave for a period up to twenty-six (26) pay periods. An Employee on educational leave shall, at least fifteen (15) days prior to expiration or termination of said leave, notify the Administration Office of the date on which he will be available to return to his former position. The Employee shall be returned to his former position at the beginning of the next pay period, on the basis of seniority. If a reduction in work force has occurred during the period of such leave, the Article relating to layoffs shall apply. An Employee who seeks and/or obtains employment while on educational leave of absence shall be automatically terminated from the City effective the date the educational leave of absence started, unless the Employee was specifically granted the right to employment while on educational leave.

Section 2. Funeral Leave.

An employee shall be granted a maximum of three (3) consecutive eight (8) hour work days (24 hours) leave with straight time pay due to death in the immediate family to attend the funeral and take care of any other matters related to death. Immediate family shall be defined to include parents, step-parents, parents of a current spouse, spouse, children, spouses of children, brothers, sisters, sisters or brothers-in-law, grandparents, grandparents-in-law, grandchildren, children of a current spouse or other relatives living in the Employee's home. It is incumbent upon the Employee to adequately demonstrate that the relationship conforms to the definition above should any question arise. Additional time, such as travel time, shall be granted up to one-half (1/2) day (4 hours) leave with pay for the purpose of attending funerals of other close relatives.

The Employee shall notify the City of the necessity of funeral leave immediately upon discovery that such leave is required.

Section 3. Leave For Elective Or Appointive Public Or Union Office.

A permanent Employee who has been elected or appointed to a public or Union office will be granted a leave of absence without pay for a period not to exceed the term of office to which he was appointed or elected. Provided, however, that such leave does not interfere with the efficient operation of the department. Annual leave, sick leave, holidays, and other fringe benefits shall not accumulate during such leave.

Section 4. Personal Leave.

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

ARTICLE 26 - TUITION REIMBURSEMENT PROGRAM

Section 1. Amount.

The Employer will reimburse an Employee for 50% of his/her tuition expenses up to \$250.00 per fiscal year provided:

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

(c) Reimbursement for said tuition expenses in the Department under this Article shall not exceed the sum of \$5,000.00 in any one fiscal year.

Section 2. Procedure.

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

Satisfactory completion is a "C" or better in under-graduate work and a "B" or better in graduate work.

Section 3. General.

The courses must be approved by the Chief of Police as being such courses as would aid the Employee in the practice and performance of the Employee's services to the Employer and would contribute to his professional growth and must be with an accredited college or university or community college.

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

ARTICLE 27 - INJURIES DURING THE COURSE OF EMPLOYMENT

Section 1. Initial Report, Treatments and Examination.

Each Employee involved in any accident, injury or illness in the course of his work, whether or not involving vehicle operation, shall promptly and completely report the details thereof to the Employer. When required by his supervisor, the Employee shall make out an accident report which shall include accurate, complete, and unbiased information fully describing the accident, persons, and/or vehicles involved, their insurers (if known), names and addresses of witnesses and all other information required by the Employer. All injuries sustained by an Employee in the course of his work will, when the Employer so designates, be subject to examination and/or treatment by or under the supervision of a City-appointed physician, provided the Employer pay the cost of such examinations and treatments. Nothing contained in this Section shall be deemed to supersede the Workers' Compensation Act.

Section 2. Availability of Supplemental Payments.

An employee who reports sustaining a compensable injury shall be paid in accordance with the Workers' Compensation Act until examined by a physician appointed by the City's safety coordinator. The City's safety coordinator, on the basis of the medical doctor's opinion, shall thereafter determine whether an injury falls within the meaning of the Workers' Compensation Act. If it is determined that an injury within the meaning of workers' compensation was sustained, the Chief shall order the supplemental pay as provided in this Article shall be paid in that circumstance.

In the event that (1) the Chief does not order Supplemental Pay or (2) any level of Workers' Compensation Board disallows an Employee's claim, no Supplemental Payments shall be made. In the further event that the Workers' Compensation Board allows a claim which had previously been disallowed, the Employer shall pay all back due and owing Supplemental Payments to that Employee.

Section 3. Supplemental Pay.

An Employee may elect to receive Supplemental Payment by the City of:

- (a) An amount sufficient to make up the difference between what is paid by Workers' Compensation and his regular rate of pay for thirteen (13) pay periods; or
- (b) An amount sufficient to make up the difference between what is paid by Workers' Compensation and 80% of his regular rate of pay for twenty-six (26) pay periods.

The Employee must make the election in writing within seven (7) calendar days upon the said Employee being notified by a physician that it will be necessary for said Employee to be off work for a job related injury. If said Employee does not make an election at the proper time, said Employee shall be deemed as having elected option (a) above.

Section 4. Rehabilitation.

If in the opinion of the City Disability Examiner the Employee will, at some time in the future, be rehabilitated to the point where he can resume his former duties, supplemental pay may be extended with the consent of the Chief of Police and the Director of Labor Relations. However, if the City Disability Examiner cannot state with reasonable certainty that such is the case, the Employee shall be eligible for disability retirement.

If an Employee takes a disability retirement, such Employee shall have his retirement benefits reduced by any Workers' Compensation benefits for which he is eligible.

Where a difference in opinion exists between the City Disability Examiner and the Employee's private physician as to the ability of the Employee to return to regular or light duty

work, a third independent opinion will be obtained from a physician chosen by the Employee's doctor and the City Disability Examiner. If the third physician cannot be mutually agreed upon within five (5) working days of a written request for same, a doctor shall be chosen by the Genesee Medical Corporation within ten (10) working days of the written request to the Corporation. Failure to act within the aforementioned time limits will not invalidate the third independent doctor's decision. The cost of the third independent doctor will be shared equally by the City and the Employee. The opinion of this physician shall be final and shall not be subject to the grievance procedure.

Section 5. Light Duty.

Members temporarily disabled as a result of non-duty injury may be assigned to light-duty work if a position is available for such work. A worker so placed may be displaced by another worker who is placed as a result of a Workers' Compensation case.

ARTICLE 28 - SHIFT PREFERENCE

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

At the first shift preference selection occurring following completion of the required probationary period, defined as two years from the date an Employee was appointed to the position of Police Officer, adjusted for absences without pay, an Employee shall be allowed to select his shift on a seniority basis. Stewards shall not be removed from the shift they have been elected or appointed to represent as the result of shift preference selection.

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

Patrol Officers must bid off to a different shift after they have spent a maximum of four (4) consecutive shift picks on the same shift.

ARTICLE 29
EQUALIZATION OF SCHEDULED OVERTIME

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

Section 2. Except as herein otherwise provided, scheduled overtime shall be equalized among all off-duty Employees within a classification who have successfully completed the probationary period. Scheduled overtime requiring specialized training skills (i.e. PERT member, Diving Team, Bomb Squad, Range Officer, etc.) shall not be subject to Section 4.

Scheduled overtime involving duties unique to the assignment (i.e. Community Officers Patrolling the Streets (COPS), Liaison Program, Accident Investigation, etc.) shall be subject to Section 4 only to the extent that the scheduled overtime requires time in excess of that which can be performed by the Employee regularly employed in the unique assignment (i.e. neighborhood, school, etc.). Should an officer be required for a school related event (athletic game, etc.) the officer(s) will be chosen as follows: If one officer is needed, it shall be the school liaison officer assigned to the school participating in the event; if it is an intra-City event involving more than one school, the overtime shall go to the liaison officer at the school at which the event occurs, or should the event not occur at either school, the liaison officer with the most seniority (as a liaison officer at his particular school) of the involved schools shall work the overtime. If more than one officer is required for intra-City events, the other school liaison officer shall also work the overtime. If any additional officers are required, the general overtime equalization list shall be utilized.

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

Section 4. The Employer shall announce scheduled overtime subject to equalization at roll call, on roll call sheets, or posted on the overtime bulletin board. Volunteers will be requested to leave a short 5 x 8 with their shift commander. Assignments shall be made on the basis of low overtime hours worked. Classification seniority will be used to break all ties.

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

Section 6. Shift vacancies which become apparent immediately prior to the regular starting time of a shift and must be filled in order to comply with the provisions of Article 61, Work Force, shall be filled as far as is practicable from Employees within the affected sub-unit on the preceding shift. The Employer shall announce such vacancies to those previous shift Employees that are on duty and available to receive such announcement. Such announcement shall be made by direct communication, by telephone, or by police radio, shall contain a request for volunteers for such assignment, and shall specify a time frame within which any volunteer must make his desires known to the shift commander or his designee. In the event there are more volunteers than are needed, the low overtime volunteers will prevail. In the event there are less volunteers than needed, the low seniority Employee(s) working and available on the previous shift shall be required to work.

Section 7. The City shall have the right to utilize police volunteers and/or police reserves. Police volunteers and/or police reserves may assist in traffic or crowd control, parking enforcement and miscellaneous police related activities in conjunction with community relations projects, assisting in crime prevention activities and performing home vacation checks. However it is not the intent of this provision to allow the use of volunteers or reserves to perform the normal, day-to-day police functions of patrolling the City's streets or enforcement of moving violations. Police reserves shall not be used for traffic or crowd control in the event police officers are on layoff.

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

ARTICLE 30 - LAYOFF AND RECALL

Section 1. Procedure.

In the event of layoff the following procedures will be followed:

- (a) Provisional Employees within the affected classification within the department will be laid off first.
- (b) Probationary Employees within the affected classification within the department will be laid off next.
- (c) Thereafter, permanent Employees within the affected classification within the department will be laid off according to classification seniority and, for those Employees who have been laid off, "add-on" classification seniority (as defined in Subsection (e) of the Section).
- (d) When a Command Officer is removed from a classification within his department as a result of a layoff, he may be allowed to bump into the next lower rank classification within the department.
- (e) For purposes of this Section, in determining the seniority of a Command Officer who has been reduced from a higher classification as a result of a layoff, he shall receive "add-on" classification seniority which shall be defined as the length of continuous employment from the Employee's last date of promotion into the classification to which the Employee has bumped downward to and including continuous employment in any higher classification. Said Employee shall receive the wage rate of the applicable wage grade within the classification assumed.

Section 2. Notice.

The City will give fifteen (15) calendar days written advance notice to the affected Employee of any layoff.

Section 3. Recall.

Employees will be recalled in the reverse order of the layoff in accordance with Section 1(c) of the "Seniority" Article. Notice of recall shall be sent registered or certified mail to the Employee at his address as it appears on the City's records and the Employee shall be required to report for work within five (5) days from the date of receipt. If the Employee has not responded within ten (10) days of the date of mailing, the Union shall be notified, and if the Employee has not reported for work within five (5) days of the date of notice to the Union, said Employee will be considered a voluntary quit. A reasonable extension of this five (5) day period may be granted by the Chief of Police, for good cause.

ARTICLE 31 - DISCHARGE AND DISCIPLINE

Section 1. Discipline.

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

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

In imposing discipline the Employer may base its decision upon any prior infractions which have occurred within the twelve (12) month period immediately preceding the alleged infraction. Said time limit shall not apply to the use of prior infractions which relate to the current alleged infraction.

- A. Within three (3) working days of receipt of the notice by the Employee of disciplinary action involving suspension or discharge, the Employee shall make an election of one of the following, which shall thereafter be the exclusive remedy for resolving the dispute:
1. Waive all rights to appeal and accept the discipline imposed by the Chief of Police or his designate; or
 2. Appeal to the 5th step of the Grievance Procedure; or

3. Waive all other rights to appeal and request a Police Department Trial Board.
- B. Within three (3) working days of receipt of the notice by the Employee of disciplinary action not involving suspension or discharge, the Employee shall make an election of one of the following, which shall thereafter be the exclusive remedy for resolving the dispute:
1. Waive all rights to appeal and accept the discipline imposed by the Chief of Police or his designate; or
 2. Request a Police Department Trial Board; or
 3. Elect to follow the grievance procedure.

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

The Trial Board shall be composed of five (5) persons chosen in the following manner:

Two (2) members working on the day and at the time of the hearing, of the same rank and not assigned to the same work unit as the Employee being charged, selected by lot.

Two (2) members selected by lot from the rank of Lieutenant or above who are working on the day and at the time of the hearing.

One (1) chosen by lot from the Chaplains Corps, or a person who shall be agreed upon between the parties, who shall act as chairman and conduct the hearing.

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

Each party shall pay its own costs of processing grievances through the Trial Board Hearing. The fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring the same. Provided however, the wages of the grievant will be paid for time spent in the hearing, if that time is during the Employee's regularly scheduled work hours.

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

Section 2. Relieved of Duty, Inactivation.

In the event an Employee is relieved of duty, he shall be taken off the payroll until returned to duty, re-assigned, inactivated, suspended or discharged. An Employee may be relieved of duty for only two (2) working days. If the Employer needs more time than the two (2) working days to investigate, the Employer will inactivate the Employee.

Inactivation means the Employee is taken off active duty during the investigation and until the Employee is either disciplined or is reactivated. Inactivation may be used by the Employer as a period of investigation. During this period, the Employee will remain on the payroll. Except, however, in the event the employee has been charged with a felony under State or Federal Law (unless the investigating agency is the Flint Police Department), the City reserves the right to change the inactivation to inactivation without pay at the end of thirty days. Said inactivation without pay shall be for a maximum of 30 days following conclusion of said criminal proceeding in the trial court. Upon inactivation, the employee will retain all of his departmental equipment with the exception of his/her weapon(s), badge, radio and Departmental/City/District Identification until the investigation is completed. In no way shall inactivation be construed to be punishment for the Employee. The Employer may, at its discretion, reassign an Employee instead of taking one of the actions described above until the investigation is complete.

Section 3. Suspensions.

In the event an Employee is suspended, he shall be taken off the payroll and shall turn in his departmental equipment. In the event such suspension is set aside, he shall be reinstated and compensated all back wages and benefits lost due to the suspension. Suspensions shall be limited to thirty (30) working days unless agreed otherwise by the parties.

Section 4. Reports.

a. Officers Reports. Officers will be required to leave reports which are required by the Department as to their performance of duty and all reports will be specific on all matters.

If a supplemental report is required which would give the Employee reason to believe disciplinary action or criminal charges may be brought against him or her, the Employee shall be given an opportunity to obtain legal counsel prior to leaving such reports, but in no event shall the securing of legal counsel delay the furnishing of such reports for more than two (2) working days.

b. Departmental Reports. The Department will provide the Union with copies of all departmental reports alleging any Officer's misconduct or criminal activity which results in disciplinary action or criminal charges. These reports shall be furnished with the notice of the disciplinary action.

ARTICLE 32 - WORK RULES

New rules and regulations or proposed changes in rules and regulations will be discussed with the Union prior to posting on the bulletin board. All such new rules and regulations or proposed changes in rules and regulations shall be posted on bulletin boards at least ten (10) days prior to their effective date except in cases of emergencies determined by the Chief of Police. Any unresolved complaint as to the reasonableness of any new or amended rule or regulation shall be resolved through the grievance procedure.

ARTICLE 33 - POLICE DEPARTMENT PERSONNEL FILE

Employees' Police personnel file shall be kept under the direct control of the Office of the Chief of Police. The Employer shall not allow anyone other than those responsible for Police Department operations and/or administration (including the Chief Legal Officer, Director of Labor Relations, and/or City retained counsel and/or their designated assistant) to read, view, or have a copy of or in any way peruse in whole or in part the Police personnel file except as otherwise required by law.

An Employee by right may review his own Police personnel file as to its total content except the pre-hire background investigation and recommendation and the files relative to any division of inspection investigation, upon written request to the Chief of Police. When a final determination is made relative to any division of inspection investigation (whether or not such charges are sustained), the Employee shall have the right to review any and all of the allegations contained in the division of inspection investigation file.

All Police personnel files must be kept and maintained in the confines of the Office of the Police Chief. The Chief of Police and/or his designate shall be responsible for the privacy of such files. It is understood by both parties that the City Administrator or his designated assistant may review the Police files.

ARTICLE 34 - PERSONNEL DEPARTMENT FILES

The Personnel Department files are separate and distinct from the Police Personnel files. The information that shall be contained in the Personnel Department files are the application, personnel actions forms, probationary period performance report, test results, letters of commendation and records of all previous and current formally administered disciplinary actions and the charges for such actions.

An Employee may review his own file at any time during the normal working hours for the Personnel Department provided that this review does not interfere with the discharge of his duty or the duties of the Personnel Department. The Personnel Director shall be responsible for the privacy of such files.

**ARTICLE 35 -
TEMPORARY ASSIGNMENTS IN A HIGHER CLASSIFICATION**

Temporary assignments for the purpose of filling vacancies of Employees who are absent will be granted to the senior qualified Employee for such job. Such Employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

ARTICLE 36 - PERSONNEL EXAMINATIONS

Any Employee shall be allowed, upon his request, time off for the purpose of taking any written or oral examination concerned with promotion to another rank within the department where such examination is administered by the City of Flint Personnel Department, and where such Employee is eligible to take such examinations.

In addition to the above, an Employee shall be allowed upon his request, to take a maximum of two (2) other examinations administered by the City of Flint Personnel Department, provided, however, that time off for the purpose of taking such additional examinations shall not exceed two (2) days for any one (1) examination. Further, such additional examinations shall be limited to two (2) per calendar year; however, on approval of the department head, an Employee may be granted time off as annual leave to take more than two (2) additional examinations. Examinations administered during hours in which the Employee is not scheduled to work shall be taken at the option of the Employee without debit or credit to his hours of service.

For the purpose of this Article, authorized time off shall be without loss of any pay, allowances, or other benefits provided in this Agreement.

ARTICLE 37 - SCHOOL LIAISON

Assignment of Employees exclusively to school liaison duties shall be made from volunteers with a minimum of two (2) years seniority as defined in the Article entitled "Seniority", on the basis of oral interviews conducted by a panel consisting of a department representative, designated by the Chief of Police, a representative of the Personnel Department designated by the Personnel Director, and a representative of the Union. Notice of oral interviews shall be posted a minimum of fourteen (14) days in advance of the date set therefor, and shall notify prospective applicants of the proposed period of the assignment and shall include all information relating to the assignment. Any Employee desiring to be considered for such assignment shall file a written request with the office of the Chief of Police. Those officers selected as a result of the oral interview will be placed on a list for assignment by the Chief of Police. The list developed as the result of such oral interviews shall be in existence for a period of two (2) years unless sooner exhausted.

The anticipated term of the assignment shall be made known to the Employee at the time of the assignment. Provided, however, nothing contained herein shall require the continued assignment of Police Officers to school liaison duties.

During the period of such assignment the Employee shall be compensated at a rate equal to one hundred and six (106%) per cent of their normal rate of pay.

ARTICLE 38 - PROMOTIONS

Section 1. In the event the City, during the term of this Agreement, shall establish a new or different testing procedure or eligibility requirements for promotion to Sergeant, other than those hereinafter set forth, the City will negotiate with the Union relative thereto. In the event the parties are unable to agree, the matter shall be subject to the grievance procedure.

Section 2. The City shall have the right to select among the top three (3) rank eligibles or from among all eligibles falling within three percentage (3%) points of the highest score certified, whichever produces the greatest of eligibles, plus all ties with the lowest score certified.

ARTICLE 39 - POLICE SCHOOLS

The City has historically and consistently recognized the importance of education as a desirable attribute for Police Officers at all levels within the City's Police Department. The parties hereto, being the City and the Union, recognize the desirability of maintaining a high level of education attainment relative to both the hiring of new Employees and the promotion of said Employees to higher responsibilities within the department.

The City hereby agrees to continue its program of encouraging educational programs within the Police Department.

The scope of said educational program is to be determined by the availability of funds for continuation of said program and determination by the Chief of Police as to the validity thereof in all instances.

ARTICLE 40 - VETERANS RIGHTS AND BENEFITS

An Employee who has been in the Armed Services of the United States under military leave from the City of Flint, and subject to the limitations provided by law, and who is released or discharged from such duty under honorable conditions, shall be afforded all rights provided governmental Employees under the provisions of P.A. 1951, No. 263, as amended (MCLA 35.35; MSA 4.1486).

Employees who volunteer and are accepted for service in the Peace Corps shall be granted leave for such purpose and shall be entitled to re-employment under the same conditions and with the same benefits as are provided for military service.

Any full-time Employee, within 60 days of employment, and not thereafter, may, on a one-time only basis, elect to receive credit, for retirement purposes only, for time served in the armed forces of the United States on active duty for other than training purposes, and for which

he received an honorable discharge. The maximum amount of military service for which he may receive credit is 36 months and such credit shall be given only upon payment to the retirement system of a contribution computed in the following manner: induction rate for patrolman in effect at the time of making the election multiplied by the existing contribution rate, multiplied by the number of years of military service, with interest at the rate established by the Director of Finance, computed from the date of hire.

Provided, however, prior to August 1, 1986, employees who are eligible but have not yet applied for Prior Military Service Credit, shall be allowed to apply. Provided, however, the contribution amount shall be determined as though the employee had applied the last time this option was available to the employee.

Said contribution shall be made in one installment, payable not later than 30 days following the employee's retirement. No credit shall be granted for any military service for which the applicant is receiving a pension or which has been used in establishing entitlement to a pension from any other source.

Said service shall not be used for the purpose of meeting minimum requirements for retirement, including, but not limited to, deferred or voluntary retirement.

The Employee shall be required to submit a certificate or other document from the military authorities indicating the character of service, and nature of separation.

In the event an Employee does not deposit the contribution required hereunder at the time of making the election, the contribution shall be increased 3/4 of 1% per month, compounded annually on the amount due, from the date of election to the date of payment.

ARTICLE 41 - CHANGE OF ADDRESS AND TELEPHONE NUMBER

Section 1. Change of Address.

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

Section 2. Telephone Numbers.

All Employees shall be required to give their home phone numbers to the Chief of Police, it being understood that Employees, as a condition of continued employment, are obligated to maintain a telephone at their residence at their own expense. An Employee changing his phone number shall make such change known within seven (7) calendar days to his immediate supervisor on a form provided by the City for such purposes. Such phone numbers shall be held in strict confidence and will not be given out to anyone except the City Administrators without the permission of the Employee and then only by a Command Officer. The Employee's phone

number as it appears on the City's records shall be conclusive when used in connection with layoffs, recalls, or other notices to Employees.

ARTICLE 42 - LEGAL COUNSEL

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

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

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

ARTICLE 43 - PERSONAL PROPERTY REIMBURSEMENT

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

ARTICLE 44 - SPECIAL ASSIGNMENT RELIEF

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

ARTICLE 45 - RELIEF TIME

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

ARTICLE 46 - FIREARM QUALIFICATIONS

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

During the first full non-pay week in December of each year, each Employee who meets the present mandatory weapons proficiency levels established by the department, and is in the City's employ on the date of payment, will be paid a yearly proficiency allowance of four hundred dollars (\$400). Said allowance shall be paid in a lump sum as a separate check (and shall not be considered compensation under the retirement ordinance).

In the event an officer retires under the provisions of the retirement plan prior to the December payout in any calendar year, the City agrees to pay a pro-rata portion of said weapon proficiency based on whole months worked in the calendar year divided by 12 (in separate check and not considered compensation under the Retirement Ordinance).

ARTICLE 47 - LAUNDRY AND DRY CLEANING

The City shall provide laundry and dry cleaning service in the same manner that was established by past practice.

ARTICLE 48 - UNIFORMS AND EQUIPMENT

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

ARTICLE 49 - OUTSIDE EMPLOYMENT

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

ARTICLE 50 - UNEMPLOYMENT COMPENSATION

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

ARTICLE 51 - RETIREMENT

Employees shall receive retirement benefits as described in Appendix "B" attached hereto.

Employment after 25 years of service shall be conditioned on the employee being able to fully perform his/her job duties. Any dispute as to the employee's physical or mental condition shall be resolved in accordance with the first paragraph of Section 3 of Article 23, Sick Leave.

Section 1. Pop Up Option.

Effective July 1, 1985, employees at the time of retirement, and at such time only, may elect Pension Options "B" Joint and Survivor Pension and Option "C" Modified Joint and Survivor Pension on a "pop-up" basis. If elected, upon the divorce from, or the death of, the named beneficiary, the retirant's pension shall thereafter be paid as if the retirant had elected the straight life form of payment to be effective the month following the divorce or death. Provided, however, the actuarial tables used in calculating said Option B and C with pop-up shall be such that there shall be no increased cost to the City or the retirement system.

Section 2. Effective January 1, 1996, the pension multiplier for the straight-life pension shall be increased from 2.4% to 2.5% for years of service up to 25 years and 2.4% for years in excess of 25. The pension shall be recalculated for any Policemen Member who retired between July 1, 1992 and January 1, 1996 at the higher amount.

Section 3. Effective July 1, 1996, increase the aforementioned pension multiplier from 2.0% to 2.6% for years of service up to 25 years. Also, increase the employee contribution from 4.5% to 5% effective July 1, 1996.

Section 4. "Voluntary Retirement Age" for policemen members hired after July 1, 1996, shall mean age 50 and 25 years of credited service. "Voluntary Retirement Age" for policemen members hired prior to July 1, 1996 shall mean the age at which said policemen member acquires 23 years of credited service.

Section 5.

- (a) Effective July 14, 2002, all employees hired on or before January 1, 1978, who retire after July 1, 1998, shall have their normal retirement benefit calculated at the greater of (1) the employee's years of service multiplied by 2.5 times the employee's final average earnings based at the highest two of the last five years prior to retirement; or (2) the employee's accrued financial benefit under the retirement plan on the day immediately prior to the effective date of this provision (i.e., 2.6% for years of service up to 25 years; 2.4% for years in excess of 25 years) computed as if the employee had retired on that date but without reduction for early retirement.
- (b) For all employees hired after January 1, 1978, the provisions of Section 3 and the final averaging period of three of the last five years will remain in effect.
- (c) Said 2 out of 5 exception set forth in Paragraph (a)(1) above shall be discontinued (and it shall revert to 3 out of 5 and 2.6 for years of service up to 25 years; 2.4% for years in excess of 25 years) when the last employee eligible for the new 2 of 5 provision (i.e., anyone hired on or before June 1, 1978) retires, terminates or otherwise leaves the FPOA bargaining unit.

- (d) Anyone retiring after July 1, 1998 and prior to July 14, 2002, shall have their pension recalculated at the applicable rate set forth in this Section 5(a) above.

Section 6. To clarify the application of "final average compensation," the following language is added to the definition of "Final Average Compensation" on page B-2 of Appendix B, pursuant to award of the Arbitrator:

"Compensation which was not earned in the year shall be excluded in the calculation of annual compensation paid so that only earnings for 26 consecutive pays shall be included in each of the three years."

ARTICLE 52 - ANNUITY WITHDRAWAL OPTION

Within thirty (30) days following permanent appointment to the rank of Police Officer, the Employee may elect the option of voluntary withdrawal of his own accumulated contributions. Failure to elect this option within the specified time will preclude withdrawal of his own accumulated contributions upon retirement. A member who elects this option shall immediately thereafter have his contribution to the retirement system increased from 5% to 9% of the compensation paid him by the City. A member who has elected this option may, at the time of application for retirement, choose to have 25%, 50%, 75%, or 100% of his accumulated contributions returned in a single payment. The member's pension shall then be reduced by the actuarial equivalent of the accumulated contributions withdrawn as determined by the City's actuaries. The accumulated contributions for the member in the Employee's savings fund shall be reduced by the amount of the single payment.

In the event a member elects the aforementioned option, upon refund of the Employee's accumulated contributions, the Employee shall receive "Regular Interest" on his accumulated contributions. "Regular Interest" shall be defined as in the Definition Section of the Retirement Ordinance, i.e., 1 per cent per annum, compounded annually.

Nothing contained in this Section shall be construed to prohibit an Employee who elects this option from electing other applicable options provided in the Retirement Plan.

An Employee who exercises the option of voluntary withdrawal of his own accumulated contributions and pays the applicable contribution rate required for annuity withdrawal during his employment as a Police Officer, shall, upon change in bargaining unit, have the option of retaining this benefit regardless of whether or not this benefit is provided by his new bargaining unit. To retain this benefit the Employee shall contribute an additional 4.0% of his gross compensation to the retirement system in cases where the employee is in a group that does not have the annuity withdrawal option. If the Employee's new group has the annuity withdrawal option, the Employee's contribution shall be that as required by his new group. The Employee may also elect to forego his right to an annuity withdrawal option. In such a case the Employee forfeits the right to withdraw his own accumulated contributions nor shall he be entitled to a refund of any excess contributions made by him for such option during the period of his entitlement thereto. An employee who contributes to the retirement system who foregoes the

right to the annuity withdrawal option shall not have his contribution increased by 4.0 per cent of his gross compensation.

The election to retain or to forego the annuity withdrawal option shall be in writing to the Retirement System not later than six months after the Employee is no longer represented by this Union.

ARTICLE 53 - EMPLOYEE DEATH

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

ARTICLE 54 - INSURANCE COVERAGE

Notwithstanding the provisions contained within the Article "Life Insurance", during the term of this Agreement the Employer shall have the right to select the insurance carrier(s), to select the insurance policy or policies, to change carriers, and to become self-insured provided there is no reduction in the benefits currently provided; and provided further that the Employer investigate the financial soundness of the insurance carrier prior to contracting with said carrier. The health insurance benefits provided in this Agreement shall be by the way of a fringe benefit with no cash reimbursement for those Employees who do not qualify. These benefits shall be subject to the terms and conditions specified in the Employer's group insurance policy or policies and any claim settlement between the Employee and the respective insurance carrier(s) shall not be the basis of a grievance or subject to arbitration. The Employer, by payment of the premium required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefits provided by the insurance coverage. The failure of an insurance company to provide any of the benefits which it has contracted for any reason shall not result in any liability to the Employer or the Union nor shall such failure be considered a breach by either of them of any obligation under this Agreement. In the event the carrier refuses to provide a benefit according to the terms of the contract between the City and Carrier, the City will assist in the resolution of the dispute between the Employee and Carrier, excluding disputes relative to the deductible provision of the contract. Failure of the Employee to notify the City of any change in status which would affect the insurance coverage provided by the City shall relieve the City of the duty to assist in resolving the dispute. Eligibility, coverage, and benefits under any insurance plan are subject to the terms and conditions, including any waiting period or other time limits, contained in the contracts between the City and the carrier(s).

ARTICLE 55 - LIFE INSURANCE

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

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

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

ARTICLE 56 - HOSPITALIZATION INSURANCE

The City shall provide fully paid, to each member, full coverage at semi-private rates, Michigan Blue Cross/Blue Shield Medical and Hospitalization Insurance, known as the Blue Cross/Blue Shield CMM PPO with a \$100 per person, \$200 per family, front-end deductible and an 80/20 co-pay with a \$1,000 stop loss and a \$10 generic/\$20 brand prescription drug as the base plan.

The City shall also make available, full coverage at semi-private rates, Michigan Blue Cross/Blue Shield medical and hospitalization insurance. MVF-1 plan with a \$10 generic/\$20 brand drug rider and master medical with a \$150 per person, \$300 per family deductible and an 80/20 co-pay with a \$1,000 stop loss, with pre-determination of hospital benefits and mandatory second opinion surgery.

Employees who take this traditional Blue Cross shall be required to pay \$50 per month toward the cost of said insurance. A payroll deduction is hereby authorized by employees taking said plan. Effective September 1, 2002, said \$50 shall be increased to \$75.

Such insurance shall provide coverage to the member and all his dependents throughout the course of his employment with the City and shall be continued by the City after such member retires. For employees retiring on or after April 1, 1996, the retiree shall only be obligated to pay the applicable monthly employee cost until the employee has a total of 30 years of service with the City. For purposes of this provision only, years of service shall include years of service as an employee, plus years of service as a retiree in receipt of retiree health care benefits. The City shall not provide retiree hospitalization if another employer paid health plan with comparable coverage is available to the retiree. As a condition of continued retiree hospitalization, the City shall have the right to require that a retiree file a yearly affidavit attesting whether such "other" employer paid hospitalization/health plan is available. Such insurance shall begin as soon as possible per terms of the "New Hire Agreement" as entered into between the City of Flint and Michigan Blue Cross/Blue Shield as per past practice. The coverage shall be discontinued on the last day of the premium month in which the Employee's services are terminated or he/she is otherwise not receiving compensation except in cases of leave of absence resulting from a job

related injury or in applicable cases of retirement as outlined in Appendix B; and except in cases of layoff or extended sick leave without pay, health insurance coverage shall be continued one (1) month for each year of City seniority up to a maximum of three (3) months. Further, employees on layoff and extended sick leave without pay may continue health insurance coverage for an additional nine (9) months by making cash payments of the full premium to the Finance Department prior to the 20th of each month.

Eligible employees shall also have the option of electing to be covered under an HMO which provides a \$10 doctor office visit charge and a \$10 generic/\$20 brand drug charge. This election shall be made during the open enrollment period during April and May and such coverage will be subject to the regulations of the carrier.

Computation of Active Employee Contribution to Cost (if any) for HMO: Utilize cost data for active employee BC/BS traditional coverage less \$75.00 per month employee contribution (currently procedure is to use cost data based upon active and retired employees). No HMO cost contribution for retirees. Allow retirees to change retiree health care (from among programs offered as of date of retirement) during each open enrollment period.”

The City and the Association are concerned with the ever increasing health insurance costs. At the same time they recognize the importance of good, comprehensive health care protection. Therefore, they agree to establish an Insurance Committee. The Committee shall review existing benefit coverages, explore possible improvements in such benefits, and review methods of reducing existing costs including the possibility of changing carriers and/or bidding benefits.

The Committee shall consist of two members appointed by the Association and two members appointed by the City.

It is further agreed that any change in existing benefits or carriers shall be subject to approval by the City Council and Association membership.

Effective September 1, 2002, the City's obligation to pay for employee health insurance shall be to pay the lower of a) the Traditional Plan or b) the Health Plus HMO, minus \$75. Employees selecting a health care plan which is more expensive than the lower of a) or b) above, minus the \$75, will pay the additional cost. A payroll deduction is hereby authorized by employees taking any such plan.

ARTICLE 57 - DENTAL AND OPTICAL BENEFITS

Section I. Dental Insurance.

The City shall pay the premiums to provide a dental insurance program for regular, full-time Employees, who enroll in the dental program. Said dental plan shall provide:

Class I (Basic Dental Services)

100% preventative, diagnostic and emergency palliative
90% remainder of Class I including Radiographs
Class II (Prosthodontic Dental Services) 50%
Class III (Orthodontic Dental Services to age 19) 50%
Class I and II benefits shall be paid to a maximum of \$750 per
person per contract year. Class III benefits shall not exceed a lifetime
maximum of \$650 per person.

Section 2. Optical.

Effective January 1, 1989, for the life of this agreement, the Employer shall provide regular full time permanent Employees optical benefits subject to the terms and conditions provided in the agreement with the carrier.

In general, this benefit will provide optical examinations, lenses and frames every 24 months for the Employee and dependents; full coverage for necessary contact lenses, \$80.00 cosmetic contact lens allowance; with deductibles of \$0 for exams and \$10.00 for materials; and, set pre-deductible allowances for non-panel providers.

Section 3. Dental and Optical Benefits.

Said benefits shall be as specified in the insurance agreement between the City and the provider and shall be subject to the other provisions specified in the Article entitled "Insurance Coverage". Coverage shall become effective on the first day of the month following the Employee's obtaining six (6) consecutive months of employment, or as provided in a new Agreement. Coverage shall be discontinued on the day the Employee's services are terminated, the Employee quits, goes on any leave of absence, is laid off, participates in a strike, or is otherwise not actively employed.

ARTICLE 58 - PAYMENT IN LIEU OF INSURANCE COVERAGE

The City will pay to eligible Employees, under the conditions herein set forth, an annual amount in lieu of insurance coverage. All payments shall be for the twelve (12) billing periods immediately prior to December 1. The payment shall be made as an adjustment to a regular pay check, and only those Employees who are entitled to a regular pay check the first day in December shall be entitled to the payment in lieu of insurance coverage.

Any Employee who is eligible for hospitalization insurance, at City expense, pursuant to the Article entitled "Hospitalization Insurance," but who elects not to be covered by said insurance, shall be entitled to a payment of \$20.00 per billing period during which hospitalization insurance was not provided for said Employee at City expense. Effective April 1, 1996, said amount shall be increased to \$100 per monthly billing period.

Any Employee who is eligible for dental insurance, at City expense, pursuant to the Article entitled "Dental Insurance", but who elects not to be covered by said insurance, shall be entitled to a payment of \$5.00 per billing period for any billing period during which dental insurance was not provided for said Employee at City expense.

ARTICLE 59 - NO STRIKE CLAUSE

Section 1. No Strike.

It is the intent of the parties of this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Union agrees that during the life of this Agreement, the Union shall not cause nor shall any member of the Union take part in any strike or refusal to work. For purposes of this Agreement the term "strike" shall mean any concerted activity resulting in a failure to report for duty, willful absence from a position or a stoppage or abstinence in whole or in part from the full and proper performance of lawful duties as a police officer.

Section 2. Affirmative Action.

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

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

Section 4. No Lock-Out.

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

ARTICLE 60 - GRIEVANCE PROCEDURE

Section 1. Definitions.

(a) Grievance. Except as provided in Article 27, Injuries During Course of Employment, the grievance procedure shall serve as the exclusive means for the settlement of a dispute arising under a specific Article and Section of this Agreement, including, but not limited to, disciplinary actions. If any such grievance arises during the term of this Agreement, there shall be no stoppage or suspension of work but such grievance may be submitted to the following grievance procedure.

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

Section 2. Procedure.

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

Step 1. If an Employee has a grievance, he shall indicate the nature of the grievance to his immediate supervisor. At that time, the Employee may request the services of the Steward. The immediate supervisor shall afford the Steward and the Employee an opportunity to discuss the grievance privately. If further action is necessary, the Employee, with or without the Steward, must discuss the grievance orally with his immediate supervisor.

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

Step 3. If the grievance is not resolved at Step 2, the President and/or his designee shall present the grievance to the Bureau Commander within three (3) working days after the answer in Step 2, or, if no answer is submitted within the above required time, within three (3) working days of the due date of the Shift Commander's answer. The Step 3 appeal shall contain the reasons for the appeal and a copy of the original grievance and the Shift Commander's answer. The Bureau Commander shall answer within five (5) working days. The Bureau Commander of the Union may request a meeting to resolve the grievance. If requested, the meeting shall be held within the time limits of the response due date.

Step 4. If the grievance is not resolved at Step 3, the President shall present the grievance to the Chief of Police within five (5) working days after the answer in Step 3, or, if no answer is submitted within five (5) working days of the due date of the Bureau Commander's answer. The Step 4 appeal shall contain the reasons for appeal and a copy of the original grievance, all lower level answers, and

appeals. The Chief of Police shall answer within seven (7) working days. The Chief or the Union may request a meeting to resolve the grievance. If requested, the meeting shall be held within the time limits of the response due date.

Step 5. If the grievance is not resolved in Step 4, the grievance shall be presented by the President, or designee, of the Union to the Director of Labor Relations within five (5) working days after the answer from the Chief of Police or, if no answer is submitted within the required time, within five (5) working days after such answer is due. The appeal shall be in writing and shall specify the basis of the appeal. The appeal shall have attached to it all prior grievance papers, appeals, and answers. Within eight (8) working days after receipt of the appeal, the Director of Labor Relations shall investigate the grievance, and meet with the aggrieved Employee and/or the President, or designee of the Union. At this meeting, other pending grievances may be discussed or reviewed. The Director of Labor Relations or his designate shall render his decision in writing within seven (7) working days after holding a meeting on the appeal

Step 6. If the grievance is not resolved at Step 5 of the grievance procedure, and if it involves an alleged violation of a specific Article and Section of the Agreement, either party may, at its option, submit the grievance to arbitration by written notice delivered to the Director of Labor Relations or the President or designee as the case may be. Within seven (7) working days after receipt of the Director of Labor Relations' answer in Step 5, or, if the City fails to submit its answer within the prescribed time limits in Step 5, within seven (7) working days after the expiration of the time limits in which the City is to submit its written decision in Step 5, the Union may submit the grievance to arbitration by written notice delivered to the Director of Labor Relations. The written notice shall identify the provisions of the Agreement allegedly violated, shall state the issues involved, and the relief requested. If no such notice is given within the prescribed period, the City's last answer shall be final and binding on the Union, the Employee(s) involved, and the City. If the parties are unable to agree as to an Arbitrator, within ten (10) working days of receipt of the request for arbitration, the services of the American Arbitration Association shall be used. Current AAA rules will apply in all arbitration hearings.

Section 3. Jurisdiction & Power of Arbitrator.

If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits.

The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement. Except the Arbitrator may, in a discharge case, modify the degree of discipline imposed by the City insofar as the Arbitrator may deem necessary for the determination of the grievance appealed to him, it being understood that in the case of a

discharge which is being modified by the Arbitrator, the Arbitrator is not bound by the provision of Article 31, Discharge and Discipline, Section 3, Suspension, relative to the length of the penalty. Further, in the case of the discharge of a probationary employee, the standard of review for the arbitrator shall be whether the discharge was arbitrary or capricious.

Section 4. Arbitration Procedure.

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.

Section 5. Cost of Arbitration.

Each party shall pay its own costs of processing grievances through the grievance and arbitration procedure. The fee of the Arbitrator, his travel expenses, and the cost of any room or facilities and the expenses of the arbitration shall be borne equally by the parties. The expense of a stenographer and/or a transcript, if any, shall be borne by the party requesting it or equally among the parties requesting it if more than one party 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 will be paid for time spent in Arbitration, if that time is during the Employee's regularly scheduled work hours.

*cancellation 50/50 ??
withdrawn by Union ??*

Section 6. Finality of Arbitrator's Decision.

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

Section 7. Individual Grievances.

The Union shall furnish grievance forms. This form shall be used in filing a grievance. One copy of the form shall be the property of the employee filing the grievance. When filing a grievance, the Union and/or employee will be required to submit all available information at each step of the grievance procedure. If an employee should process his own grievance under this article the costs otherwise chargeable to the Union of processing the grievance shall be borne by the Employee.

Section 8. General.

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.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned at his regular rate, less any unemployment or other compensation that he may have received from any source during the period of back pay.

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

Section 9. Class Action and Policy Grievances.

The parties hereby agree to the following procedures to resolve any misunderstanding that may have existed concerning "class action and policy grievances."

A matter involving several employees and the same question may be submitted by the President or his designee as a policy or class action grievance in writing within ten (10) working days of the event giving rise to the grievance. Such written grievance shall be submitted at Step 3, it being the intent of the parties that for policy and class action grievances, the Bureau Commander or his designee shall be substituted for the immediate supervisor at Step 1 of the grievance procedure and Step 2 does not apply to policy grievances or class grievances. The written grievance shall state the facts giving rise to the grievance, shall name the employees involved, shall identify all provisions of the agreement alleged to be violated by appropriate reference, shall state all contentions of the Union with respect to these provisions, shall indicate all relief requested, and shall be signed by the President or his designee and at least one member of the affected group or class.

Large groups of aggrieved employees may be identified by a general description, (e.g., all third shift employees, all third shift traffic employees).

Aggrieved employee groups may not be described on the basis of the grievance, (e.g. "employees on third shift who did not work overtime" is not a proper group description for a grievance claiming a group of employees were denied overtime).

ARTICLE 61 - WORK FORCE

It is hereby agreed to between the parties that secondary only to the safety and welfare of the general public of the City of Flint, the safety and welfare of the Officers of the Police Department is of primary concern to the parties and it is the intent of neither the City nor the Union to create a situation whereby any particular shift of the Police Department ((defined for the purpose of this article as Patrol Section, Police Operations Bureau (first, second, and third shift only) shall operate with less than half of that shift's regular complement of personnel. When a situation exists whereby the complement of that shift's regular personnel falls below fifty per cent (50%) ((being 50% of those officers assigned to motor patrol, foot patrol, and support thereof such as radio and desk)) the Chief of Police agrees to call in personnel of the rank of Police Officer in accordance with the overtime equalization provisions of this Agreement. Support officers from within the Patrol Bureau (such as N.S.U.) may be used to supplant the

Patrol Section in lieu of overtime if these officers are assigned to an existing patrol assignment, motor patrol, COPS or support thereof, such as radio and desk. For purposes of this Article, officers on approved sick leave of less than ten working days will not be counted as working. Officers on sick leave of ten or more working days, injury, military leave, funeral leave or A.W.O.P. will not be considered as either working or missing in computing 50% of work force. Provided, however, that in emergency situations declared by the Mayor of the City of Flint, Governor of the State of Michigan, or President of the United States, the Chief of Police shall have the discretion of employing or authorizing any person or persons, including persons of higher rank within the Police Department, to perform any duty, task or assignment normally delegated to Employees covered under the terms of this Agreement in order to effectively cope with such emergency situation, provided all available police officers have first been utilized.

ARTICLE 62 - STATE AND NATIONAL BENEFITS

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

ARTICLE 63 - MAINTENANCE OF STANDARDS

Except for specific provisions made elsewhere in this agreement, benefits and equipment will be maintained during the term of this Agreement at no less than the current minimum standard in effect.

The establishment of any new classification shall be subject to negotiations. If the parties are unable to reach agreement, the matter shall be subject to the grievance procedure.

ARTICLE 64 - MANAGEMENT RIGHTS CLAUSE

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

ARTICLE 65 - COOPERATION IN APPLYING AGREEMENT

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

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

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

ARTICLE 66 - SCOPE OF AGREEMENT

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

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

ARTICLE 67 - SEPARABILITY AND SAVINGS CLAUSE

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

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

ARTICLE 68 - RESIDENCY

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

ARTICLE 69 - SAFETY

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

ARTICLE 70 - COMP TIME

Section 1. Members may accumulate up to 240 hours in an overtime bank, which hours will be earned at 1.5 times the member's pay rate pursuant to the Fair Labor Standards Act. Upon retirement, up to 180 hours may be cashed in at the member's then current pay rate and shall be a part of final average compensation for pension computation purposes. Any hours remaining in the overtime bank above 180 must be used prior to retirement.

Section 2. All overtime hours worked, whether paid in cash or compensatory, shall be charged on the master overtime equalization chart.

Section 3. All overtime traditionally paid in cash will continue to be paid in cash except members may, at their option, elect to take compensatory time (up to maximum of 240 hours).

Section 4. If the department announces any overtime opportunity as being paid only by compensatory time and an insufficient number of volunteers sign up for the overtime opportunity, the department may either cancel the vacant overtime slots or open those slots to overtime paid in cash.

Section 5. In order to facilitate members assigned to the Patrol Bureau taking off compensatory or annual time (not including regular vacation), the department shall allow no less than the following numbers of members off per shift to utilize such time:

1st shift	--	4 members
2nd shift	--	4 members
3rd shift	--	4 members
4th shift	--	3 members

The number of members who have the right to take time off pursuant to this section shall include at least one on compensatory time or the numbers who shall have the right to take time of shall be reduced by one per shift. Members electing to take compensatory or annual time pursuant to

this section shall call in no later than 24 hours in advance or less with permission of their shift supervisor.

Section 6. The FPOA waives the provisions of Article 61 insofar as it is violated by the provisions of Section 5 of this Agreement. All members, regardless of whether they are considered "new hires" shall continue to be counted for purposes of computation under the 50% rule in accordance with the current practice.

Section 7. The pay period, for purposes of Fair Labor Standard Act computation, is 28 days.

Section 8. Members may cash in a total of up to 180 hours only once during their career.

ARTICLE 71 - DURATION OF AGREEMENT

This Agreement shall be effective for the period July 1, 1998 through June 30, 2002, and shall continue thereafter for successive periods of one (1) year, unless either party shall at least ninety (90) days prior to June 30, 2002 serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement.

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

Dated at Flint, Michigan, this _____ day of _____, 2002.

FOR THE UNION:

FOR THE CITY:

**LETTER OF UNDERSTANDING
CONCERNING INSURANCE**
(Retyped 11/02)

While the contract refers to the City's obligation to pay premiums to provide certain insurance (to wit - life, hospitalization and dental), in fact the City is self-insured on these benefits. Therefore, it is understood that the City is obligated to provide the coverage and benefits outlined in the agreement, but that this does not require the City to pay premiums for insurance contracts as such.

DATED: November 26, 1986

FOR THE UNION:

FOR THE CITY:

LETTER OF UNDERSTANDING
ADMINISTRATIVE LEAVE
(Retyped 11/02)

In the event a member of the bargaining unit is involved in the use of deadly force while on duty, said member shall be placed on a three (3) day administrative leave with pay and benefits. Said member shall be required to consult with a City-appointed psychiatrist or psychologist at Department expense during said period. Said member shall also continue to be available to the Department in order to investigate the incident. It is understood that the placing of said member on administrative leave does not constitute disciplinary action nor does it otherwise, in any way, affect the Department's right to impose disciplinary action.

DATED: _____

FOR THE UNION:

FOR THE CITY:

**LETTER OF UNDERSTANDING
PENSION "EMPLOYER PICK UP"**

(Retyped 11/02)

Subject to applicable IRS rules and regulations, and upon approval by the IRS, the employer pension contributions for members of the Patrol bargaining unit will be designated as employer contributions pursuant to 26 USC 414(H) as set forth herein.

The City agrees to the institution of a pension "pickup" plan for Employees provided that the Internal Revenue Service approves such a "pickup"; and provided further that the "pickup" approved by the Internal Revenue Service will be limited solely to the employees in the classification of either Police Officer or Police Woman, hereinafter referred to in this attachment as Police Officers. If the Internal Revenue Service does not approve a "pickup" limited solely to the Police Officers, the said "pickup" will not be applicable. The "pickup" plan as set forth herein shall be instituted as follows:

(1) The City shall pick up the Employee contributions required of Police Officer employees for all compensation earned after the effective date of this provision. The contributions, so picked-up, shall be treated as Employer contributions in determining tax treatment under the United States Internal Revenue Code. Employee contributions picked-up by the City, pursuant to this provision, shall be treated for all other purposes, in the same manner and to the same extent, as Employee contributions made prior to the effective date of this provision.

(2) The effective date of this provision shall be the date of IRS approval. These Employee contributions so picked-up shall not be included in gross income for tax purposes until such time as they are distributed by refund or benefit payment.

(3) With respect to the Plan Amendment and the "pickup" of employee pension contributions set forth above, it is expressly understood and agreed as follows:

(a) The plan amendment is being adopted only for the purpose of allowing employees to take advantage of IRS Code provisions which permit governmental employees to tax shelter their pension plan contributions.

(b) Salary before reduction for contribution will continue to serve as the basis for determining the amount of salary related fringe benefits, including retirement benefits.

(c) The City will maintain information which will permit identification of the amount of Employee contributions made before and after the plan amendment. This is necessary in order to determine the extent to which a pension plan distribution is taxable income to the employee at the time the distribution is received.

(d) The plan amendment is being accomplished by local agreement rather than a change in State law.

The effect of this provision is that each Police Officer's compensation shall be reduced by

the amount of the pension contribution which would otherwise be required of a Police Officer employee under the provisions of the retirement system and the City will contribute this compensation reduction to the retirement system. The compensation reduction is to be considered a part of each Police Officer employee's compensation for purposes of determining the contribution which would otherwise be required of a Police Officer employee under the provisions of the retirement system.

It is the intention of this provision that the above described contributions be treated as "picked-up" by the City for purposes of Section 414(h)(2) of the Internal Revenue Code of 1986, in that the two criteria for such treatment are satisfied:

(1) The City hereby specifies that the above described contributions, although specified as Employee contributions under the retirement system, are being paid by the City to the retirement system in lieu of contributions by the Police Officer employee, and

(2) The Police Officer employee does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the City to the retirement system.

Accordingly, it is the intention of the City and the Union that each Police Officer employee may, pursuant to Section 414(h)(2) of the Internal Revenue Code of 1986, exclude from current gross income, for federal income tax purposes, all of the contributions made by the City to the retirement system and that such contributions shall not be includible in the Police Officer employee's gross income until distributed or made available to the Police Officer employees.

DATED: _____

FOR THE UNION:

FOR THE CITY:

LETTER OF UNDERSTANDING
SHIFT PREMIUM

The following shall serve to confirm the understanding regarding grandfathering an employee's shift premium. If, on the date of this Award, an employee is receiving a shift premium in excess of the \$1.50, the employee will continue to receive said premium while the employee remains on that shift. If the employee bids off the shift, his grandfathered shift premium shall be eliminated. If the employee is involuntarily transferred from the shift and subsequently returns to said shift, his grandfathered rate will be restored.

DATED: _____

FOR THE UNION:

FOR THE CITY:

LETTER OF UNDERSTANDING
PENSION MULTIPLIER

In the event the City voluntarily enters into a 2 out of 5 FAC with Lieutenants and Captains Unit (for post-78 retirees), the pension multiplier for employees hired prior to January 1, 1978 shall be increased to 2.6%. It is understood that this does not apply to any award from a 312 Arbitration (nor does it apply if the 2 out of 5 is only given to pre-78 hires).

DATED: _____

FOR THE UNION:

FOR THE CITY:

RETIREMENT SYSTEM

POLICE OFFICERS

APPENDIX B

TABLE OF CONTENTS

	<u>PAGE</u>	
Section 1.....	Definitions	
Section 2.....	Established	B-3
Section 3.....	Administration of System	B-3
Section 4.....	Trustees Terms of Office: Oath of Office	B-4
Section 5.....	Board of Vacancy; How Filled	B-4
Section 6. Meetings of Board; Rules of Procedure; Records;		
.....		Cor
Section 7.....	Board Quorum; Vote	B-5
Section 8.....	Board Officers and Employees	B-5
Section 9. Annual Report of the Board; Adoption of Experience Tables;		
.....		Dat:
Section 10.....	Membership of System	B-6
Section 11.....	Increase in Service Pensions	B-6
Section 12.....	Termination of Membership; Reinstatement of Membership	B-6
Section 13.....	Service Credit	B-7
Section 14.....	Credit for Time in Armed Service	B-7
Section 15.....	Emergency Employment	B-8
Section 16.....	Crediting Member's Service Accounts	B-8
Section 17.....	Voluntary Retirement	B-8
Section 18.....	Mandatory Retirement - Policeman Member	B-8
Section 19.....	Age and Service Pension - Policemen Members	B-8
Section 20.....	Deferred Pension	B-9
Section 21.....	Pension Options	B-9
Section 22.....	Retirement for Total and Permanent Disability	B-1
Section 23.....	Disability Pension - Policeman Member	B-1
Section 24. Examination of Disability Retirant - Restoration of Disability		
.....		Ret:
Section 25.....	Ordinary Death Pension - Policeman Members	B-1
Section 26.....	Death in Line of Duty - Policeman	B-1
Section 27.....	Offset of Workers' Compensation Benefits Against Pension	B-1
Section 28.....	Refunds of Accumulated Contributions	B-1
Section 29.....	Employees Savings Fund	B-1
Section 30.....	Retirement Reserve Fund	B-1
Section 31.....	Pension Reserve Fund	B-1
Section 32.....	Expense Fund	B-1
Section 33.....	Management of Funds of System	B-1
Section 34.....	Allowance of Regular Interest	B-1
Section 35.....	Assignments Prohibited	B-1
Section 36.....	Correction of Errors in Records	B-1
Section 37.....	Subpoena; Contempt	B-1
Section 38.....	Hearings; Finds; Review of Board of Trustees Actions	B-1
Section 39.....	Waiver of Privilege	B-1
Section 40.....	Applicability of Other Laws, Ordinances, Etc.	B-1
Section 41.....	Remedy	B-1

CITY OF FLINT COMPENSATION SCHEDULE

FOR EMPLOYEES HIRED PRIOR TO JUNE 30, 2002:

Occupational Level Base	1st 6 Months	2nd 6 Months	2nd Year	3rd Year	4th Year	5th Year	11th thru 15th Year	16th thru 20th Year	21st thru 26th Year	27th Year and Over
Police Officer	\$29,841.89		\$32,893.93	\$35,945.94	\$39,337.05	\$43,578.66	\$44,450.66	\$44,626.66	\$47,407.66	\$51,138.66
A	\$ 1,147.76		\$ 1,265.20	\$ 1,382.56	\$ 1,512.96	\$ 1,676.16				
B	\$ 14.347		\$ 15.815	\$ 17.282	\$ 18.912	\$ 20.952				
H										
Patrol Officers										
A			\$34,867.57	\$38,102.70	\$41,697.27	\$46,193.38	\$47,065.38	\$48,826.38	\$51,607.38	\$55,338.38
B			\$ 1,341.12	\$ 1,465.52	\$ 1,603.76	\$ 1,776.72				
H			\$ 16.764	\$ 18.319	\$ 20.047	\$ 22.209				

FOR EMPLOYEES HIRED ON OR AFTER JUNE 30, 2002
THE FOLLOWING WAGE SCALE SHALL BE IN EFFECT:

Occupational Level Base	1st 6 Months	2nd 6 Months	2nd Year	3rd Year	4th Year	5th Year	11th thru 15th Year	16th thru 20th Year	21st thru 26th Year	27th Year and Over
Police Officer										
A	\$26,000		\$29,000	\$33,000	\$37,000	\$43,578.66	\$44,450.66	\$44,626.66	\$47,407.66	\$51,138.66
B						\$ 1,676.16				
H						\$ 20.952				
Patrol Officers										
A						\$46,193.38	\$47,065.38	\$48,826.38	\$51,607.38	\$55,338.38
B						\$ 1,776.72				
H						\$ 22.209				

APPENDIX B
POLICE OFFICERS RETIREMENT SYSTEM

Section 1. (Sec. 35-6) DEFINITIONS. The following words and phrases as used in this article, unless a different meaning is clearly required by the context, shall have the following meanings:

"City" means the municipal government of the City of Flint, including the Recreation and Park Board as it existed prior to the effective date of the Charter adopted by the electors in November, 1974, and the Board of Hospital Managers.

"City Commission" or "Commission" means the City Council of the City of Flint.

"Board of Trustees" or "Board" means the Board of Trustees provided in the Retirement Plan.

"Member" means any person who is included in the membership of the retirement system.

"Appointment" in the case of elective officials means the date of taking office as a result of either appointment or vote of the people.

"Service" means personal service rendered to the City by an officer or employee of the City.

"Retirement Plan" or "Plan" means Ordinance No. 625; adopted April 22, 1946, and effective April 20, 1946, as amended, and as replaced by Ordinance No. 1860 and as it might from time to time be amended.

"Retirement System" or "System" means the City of Flint Employee Retirement System.

"Exercise the option" means a decision by a person who is not a member either of the retirement system of the City of Flint nor of any deferred compensation plan established by the city council to become a member or participate in one or the other.

"Credited Service" means the number of years and months of service standing at a member's credit in his service account.

"Regular Interest" in the case of a refund of accumulated contributions to a member by reason of his separation from service prior to his retirement means one (1) percent per annum, compounded annually, and for all other purposes of the retirement system means 6 per cent per annum, compounded annually, effective January 1, 1975, 5 per cent per annum, compounded annually, for the period January 1, 1973 through December 31, 1974; 3.5 per cent per annum, compounded annually, for the period January 1, 1968 through December 31, 1972 and 3 per cent per annum, compounded annually, prior to December 31, 1967.

"Accumulated Contributions" means the sum of all amounts deducted from the compensation of a member and credited to his individual account in the employees' savings fund, together with regular interest thereon.

"Compensation" means member's salary or wages paid by the City for personal services rendered by him to the City, and including Workers' Compensation paid in accordance with state

law and supplemental pay which may have been paid in accordance with contracts in existence between the City and recognized bargaining units and ordinances of the City of Flint.

"Final Average Compensation" in the case of policemen members shall mean the average of the highest annual compensation paid said members during any period of 3 years of his credited service contained within his 5 years of credited service immediately preceding the date his employment with the City last terminates. Compensation which was not earned in the year shall be excluded in the calculation of annual compensation paid so that only earnings for 26 consecutive pays shall be included in each of the three years.

"Final Compensation" means a member's annual rate of compensation at the time his employment with the City last terminates.

"Pension" means an annual amount payable by the retirement system throughout the future life of a person, or for a temporary period, as provided in the retirement plan. All pensions shall be paid in equal monthly installments.

"Retirement" means a member's withdrawal from the employ of the City with a pension payable by the retirement system.

"Retirant" means a member who retires with a pension payable by the retirement system and shall include a "deferred" retirant.

"Beneficiary" means any person, except a retirant, who is in receipt of or has entitlement to, a pension or other benefit payable by the retirement system.

"Insurable Interest" means any person who would suffer pecuniary loss upon the death of the second person.

"Pension Reserve" means the present value of all payments to be made on account of any pension. The pension reserve shall be computed upon the basis of such mortality and other tables of experience, as the Board of Trustees shall from time to time adopt, and regular interest.

"Policemen Members" or "Policeman Member" means an employee of the Division of Police of the City of Flint holding the rank of police officer, including probationary police officers, or higher rank. The term "policemen members" and "policeman member" shall not include (1) civilian employees of the Division of Police nor (2) persons who are privately employed as policemen nor (3) persons who are temporarily employed as policemen during an emergency, nor (4) former plan policemen who did not elect to become members of the retirement system.

"Voluntary Retirement Age" for policemen members shall mean the age at which said policeman member acquires 23 years of credited service, provided "Voluntary Retirement Age" for policemen members hired after July 1, 1996 shall mean age 50 and 25 years of credited service.

The masculine gender shall include the feminine gender; the words of the singular shall include the plural number, and vice versa.

Section 2. (Sec. 357) ESTABLISHED. The City Employees Retirement System, hereinafter referred to as the Retirement System is hereby established for the purpose of providing retirement allowances and death benefits for employees of the City, Recreation and Park Board, and the hospital board under the provisions of this article which is enacted pursuant to the applicable provisions of the state law and the Charter of the City.

Section 3. (Sec. 35-8) ADMINISTRATION OF SYSTEM. The general administration, management and responsibility for the proper operation of the retirement system, and for construing and making effective the provisions of the retirement plan shall be vested in a Board of Trustees and all provisions hereinbefore and hereinafter provided for shall be operative from and after July 1, 1965.

The Board shall consist of eight trustees, as follows:

- (a) A City Councilperson to be selected by the City Council; to serve at the pleasure of the Council;
- (b) Chief Administrator;
- (c) Director of Finance;
- (d) Director of Hurley Medical Center;
- (e) A policeman or fireman member to be elected by the policemen and firemen members;
- (f) A presently employed general member who is not employed by the Board of Medical Center Managers to be elected by the general members who are not employed by said Board;
- (g) A general member who is presently employed by the Board of Medical Center Managers to be elected to the general members who are employed by said Board;
- (h) A member who has retired from the system, elected by retirees of the system;
- (i) The supervisor of the payroll and retirement office;

The elections of trustees provided in the above subparagraphs (e), (f), (g) and (h) shall be held under such rules and regulations as the Board of Trustees shall from time to time adopt.

An alternate member for each of the members set forth in subsections (b), (c), (d) and (i) may be appointed by such member and the alternate's name shall be submitted in writing to the Board of Trustees. Such alternate member shall serve in the absence of the regularly appointed member.

An alternate member for each of the members set forth in subsections (e), (f), (g) and (h) above shall be elected at the same election and in the same manner in which the member is elected and such alternate member shall serve in the absence of such regularly elected member.

Section 4. (Sec. 35-9) TRUSTEES TERMS OF OFFICE; OATH OF OFFICE. (a) The Trustee provided for in Sec. 3 (Sec. 35-8) (h) shall be elected in 1975 for a four year term. The term of office for Trustees provided for in Sec. 3 (Sec. 35-8) (e), (f) and (g) serving at the time of election of the Trustee provided for in Sec. 3 (Sec. 35-8) (h) shall be extended for one year and thereafter the term of office for Trustees provided in Sec. 3 (Sec. 35-8) (e), (f), (g), and (h) shall be four years, the term of one such Trustee to expire each year. A trustee shall continue to serve until his successor has qualified.

(b) Each Trustee shall, within 10 days after his appointment or election, take and subscribe to an oath to support the constitution of the United States and the State of Michigan and to faithfully perform the duties of Trustee to the best of his ability.

Section 5. (Sec. 35-10) BOARD VACANCY; HOW FILLED. The position of Trustee shall be deemed to be vacated by a Trustee provided in Sec. 3 (Sec. 35-8) (e), (f), or (g) if he (1) attains age 65 years during his term as Trustee, (2) leaves the employ of the City, or (3) transfers out of the division of government which he was elected or appointed to represent. If such vacancy occurs in the position of Trustee provided in Sec. 3 (Sec. 35-8) (e) or (f) or alternate provided in Sec 3 (Sec. 35-8) (i) elected to serve in the absence of the Trustee provided for in Sec. 3 (35-8) (e) or (f), the Chief Administrator shall fill the vacancy by appointment; if such vacancy occurs in the position of Trustee provided for in Sec. 3 (Sec. 35-8) (g) or alternate provided for in Sec. 3 (Sec. 35-8) (i) elected to serve in the absence of the Trustee provided for in Sec. 3 (Sec. 35-8) (g), the Director of Hurley Medical Center shall fill the vacancy. If a vacancy occurs in the position of Trustee provided for in Sec. 3 (Sec. 35-8) (h) or alternate provided for in Sec. 3 (Sec. 35-8) (i) elected to serve in the absence of the Trustee provided for in Sec. 3 (Sec. 35-8) (h), by reason of physical incapacity or death of such Trustee or Alternate, the remaining members of the Board of Trustees shall fill the vacancy by appointment. Any member so appointed shall hold the office of Trustee until the next succeeding annual election, at which time the office shall be filled by election provided in Sec. 3 (Sec. 35-8) (i) for the unexpired portion of the term. A vacancy in the position of Trustee provided in Sec. 3 (Sec. 35-8) (a) shall be deemed to occur if the Trustee shall cease to be a member of the City Council while serving as Trustee, or in the event he resigns from the Board of Trustees.

Section 6. (Sec. 35-11) MEETINGS OF BOARD; RULES OF PROCEDURE; RECORDS; COMPENSATION OF TRUSTEES. The Board of Trustees shall hold meetings regularly, at least one in each month, and shall designate the time and place thereof. The Board of Trustees shall adopt its own rules of procedure and shall keep a record of its proceedings. All meetings of the Board of Trustees shall be public. The Trustees shall serve without additional compensation for their services as Trustees.

Section 7. (Sec. 35-12) BOARD QUORUM; VOTE: Five Trustees shall constitute a quorum at any meeting of the Board of Trustees. Each Trustee shall be entitled to one vote on each question before the Board and at least five concurring votes shall be necessary for a decision by the Board.

Section 8. (Sec. 35-13) BOARD OFFICERS AND EMPLOYEES. (a) The Board of Trustees shall elect from its own number a chairman and vice-chairman. (b) The director of finance shall be the secretary of the Board of Trustees and he shall serve as the administrative officer of the retirement system.

(c) The City Treasurer shall be treasurer of the retirement system and the custodian of its funds. All payments from the funds of the system shall be made by the treasurer, countersigned by the director of finance, only upon a specific or continuing resolution adopted by the Board of Trustees authorizing such payment or payments.

(d) The Chief Legal Officer shall be the legal advisor to the Board of Trustees.

(e) The Board of Trustees shall appoint an actuary to advise it regarding the operation of the retirement system. The actuary shall perform such other duties as are required by him under the retirement plan.

(f) The Board of Trustees shall appoint as medical director a physician who is not eligible for membership in the retirement system. He shall be responsible to and shall hold office at the pleasure of the Board of Trustees. He shall arrange for and pass upon all medical examinations required under the provisions of the retirement plan; he shall investigate all essential statements and certificates of a medical nature made by or on behalf of a member, retirant or beneficiary in connection with an application for disability or death benefits; and he shall report in writing to the Board his conclusion on medical matters referred to him by the Board of Trustees.

(g) The Board of Trustees shall appoint an investment counselor who is a chartered investment counselor or a chartered financial analyst to advise the secretary and the Board of Trustees regarding the investment of all funds of the system.

(h) The Board of Trustees may employ such professional and other services as are required for the proper operation of the retirement system.

(i) The compensation for all services rendered to the Board shall be fixed by the City Council.

Section 9. (Sec. 35-14) ANNUAL REPORT OF THE BOARD; ADOPTION OF EXPERIENCE TABLES; DATA TO BE KEPT BY SECRETARY. (a) The secretary shall keep, or cause to be kept, such data as shall be necessary for an actuarial valuation of the assets and liabilities of the retirement system. The Board of Trustees shall render a report to the city council, on or before November 1 of each year, showing the fiscal transactions of the system for the year ended the preceding June 30; and a balance sheet showing the financial condition of the system by means of an actuarial valuation of its assets and liabilities; and such other information as the city council may request.

(b) The Board of Trustees shall adopt such mortality and other tables of experience as are necessary, or in its opinion advisable, in the operation of the retirement system on an actuarial basis.

Section 10. (Sec. 35-15) MEMBERSHIP OF SYSTEM. (a) The membership of the retirement system shall include all employees and officers of the City who are now or who hereafter become employed by the City.

(d) In all cases of doubt, the Board of Trustees shall decide who is a member within the meaning of the provisions of the retirement system.

Section 11. (Sec. 35-16.3) INCREASE IN SERVICE PENSIONS. The City shall, in the year 1980, and at least once during every five (5) calendar years thereafter, cause to be made a review of the annual service pension being paid by the retirement system to retirants who completed fifteen (15) or more years of service with the city prior to retirement. If, as a result of said review a determination is made that a significant number of such retirants are receiving annual service pensions below the level of low income budget for a retired couple published by the U.S. Department of Labor, the board may adopt such formula as it deems appropriate for the improvement of annual service pensions payable to such retirants following a determination by the actuary that the improvement proposed is actuarially sound and capable of being funded from revenue available in the retirement system. Any formula adopted by the board shall recognize the effective date of the retirement, the age of the retirant at the time of retirement, and the years and months of service upon retirement. The amount of such improvement computed in accordance with such formula shall not, when added to the original service pension payable to any retirant, result in an annual pension which exceeds the level of the low income budget for a retired couple published by the U.S. Department of Labor. The adjusted annual service pension shall be payable thereafter in equal monthly installments throughout the life of the retirant.

Section 12. (Sec. 35-17) TERMINATION OF MEMBERSHIP; REINSTATEMENT OF MEMBERSHIP. Except as otherwise provided in this retirement plan, should any member leave the employ of the City for any reason, except his retirement or his death, he shall thereupon cease to be a member and his credited service at that time shall be forfeited by him. In the event he is reemployed by the City prior to acquiring 25 years of credited service if he is a policeman member, he shall again become a member. If his said reemployment occurs within a period of 5 years from and after the date of his last separation from City employment his credited service last forfeited by him shall be restored to his credit, subject to Sec. 29 (35-35) (d). A member who becomes a retirant or dies shall thereupon cease to be a member.

Section 13. (Sec. 35-18) SERVICE CREDIT. The Board of Trustees shall fix and determine by appropriate rules and regulations the amount of service to be credited a member in any year: provided, that in no case shall less than ten (10) days of service rendered in any calendar month be credited as a month of service; nor shall less than ten (10) months of service rendered in any year be credited as a year of service, nor shall more than one year of service be credited any member for all service rendered by him in any year.

Section 14. (Sec. 35-19) CREDIT FOR TIME IN ARMED SERVICE. Should an

employee who while employed by the City be called to or enters, or was called to or entered, any armed service of the United States during any period of compulsory military service, he shall have such armed service actually required of him credited him as City service; provided, that (a) he is reemployed by the City within ninety days from and after the date such armed service actually required of him terminates; (b) he returns to the employees savings fund all amounts he might have withdrawn therefrom at the time he entered, or while in, such armed service, together with regular interest thereon from the date of withdrawal to the date of repayment; and (c) in no case shall more than five (5) years of city service be credited him for all such armed service rendered by him. In any case of doubt as to the period to be so credited, the Board of Trustees shall have final power to determine such period. During the period of such armed service and until his return to city employment his contributions to the employees savings fund shall be suspended and his balance therein shall be accumulated at regular interest.

Section 15. (Sec. 35-19.1) EMERGENCY EMPLOYMENT. In the public interest in time of emergency so declared by the City Council, persons of the following types employed thereunder shall be employed according to Civil Service procedure as provided for this type of employment, and shall be employed under the applicable provisions thereof.

The Civil Service Commission shall certify to the proper appointing officer of the City Department or Board involved that requisition has been made for replacement and that no eligible list can be established for the position or positions in which the said person is to be employed, proper efforts having been made for recruitment.

Any person so employed by the City may continue in the City service only such period of time until eligible list for the emergency position held by him can be established, or until his services are held to be unsatisfactory by his appointing officer, whichever period of time is shorter.

(a) EMERGENCY REEMPLOYMENT OF RETIRED MEMBERS. Any former member of the Retirement System, who was retired by the Board of Trustees, with or without a retirement allowance, may be reemployed with his consent. As a condition of said emergency reemployment of said former retired member by the City: (1) He shall not again become a member of the retirement system and he shall not, in any manner, be entitled to any retirement system rights and privileges by virtue of his said emergency reemployment, and (2) The payment of his retirement allowance, if any, granted him upon his previous retirement from service shall be suspended and shall not accrue during his said emergency reemployment, and shall be resumed immediately following the termination of his said emergency reemployment according to the same conditions, in all respects, as his said retirement allowance was originally granted; provided, that his annuity, if any, payable to him at the time of termination of his said emergency reemployment shall be recomputed upon the basis of (a) his annuity reserve at the time his said emergency reemployment began, (b) his age at the time his said emergency reemployment terminated, and (c) the option originally elected by him.

Section 16. (Sec. 35-20) CREDITING MEMBER'S SERVICE ACCOUNTS. The Board of Trustees shall credit each member's service account with the number of years and months of service to which he is entitled.

Section 17. (Sec. 35-21) VOLUNTARY RETIREMENT. A member who has attained or attains his voluntary retirement age and has 10 or more years of credited service may retire upon his written application filed with the Board of Trustees setting forth at what time, not less than 30 days nor more than 90 days subsequent to the execution and filing thereof, he desires to be retired. Upon his retirement he shall receive a pension provided in Section 19 (35-24.1) if he is a policeman member.

Section 18. (Sec. 35-22.1) MANDATORY RETIREMENT - POLICEMAN MEMBER. Until January 1, 1975 a policeman member shall be separated from City employment on the first day of the calendar month next following the month in which he acquires 25 years of credited service or attains age 55 years, which ever is last to occur.

Effective January 1, 1975, a policeman member shall be separated from City employment not later than December 31st of the calendar year in which he acquires 25 years of credited service. Upon his retirement he shall be entitled to a pension as provided in Sec. 35-24.1.

Effective July 1, 1983, employment after 25 years of service shall be conditioned on the employee being able to fully perform his/her job duties. Any dispute as to the employee's physical or mental condition shall be resolved in accordance with the second paragraph of Section 3 of Article 23, Sick Leave.

Section 19. (Sec. 35-24.1) AGE AND SERVICE PENSION POLICEMEN MEMBERS. Upon his retirement as provided in the retirement plan, a policeman member shall receive a straight life pension and he shall have the right to elect to receive his pension under an option provided in Section 21 (35-26) in lieu of a straight life pension.

(a) Effective July 1, 1974, his straight life pension shall be equal to the sum of 2.4 per cent of his final average compensation multiplied by the number of years, and fraction of a year, of his credited service, not to exceed 25 years, plus 1 per cent of his final average compensation multiplied by the number of years, and fraction of a year, of his credited service which is in excess of 25 years.

(b) Effective July 1, 1983, his straight life pension shall be equal to 2.4 per cent of his final average compensation multiplied by the number of years and fraction of a year of his credited service.

(c) Effective January 1, 1996, his straight-life pension shall be equal to the sum of 2.5 percent of his final average compensation multiplied by the number of years, and fraction of a year, of his credited service, not to exceed 25 years, plus 2.4 percent of the final average compensation multiplied by the number of years, and fraction of a year, of his credited service which is in excess of 25 years.

(d) Effective July 1, 1996, his straight-life pension shall be equal to the sum of 2.6 percent of his final average compensation multiplied by the number of years, and fraction of a year, of his credited service, not to exceed 25 years, plus 2.4 percent of the final average compensation multiplied by the number of years, and fraction of a year, of his credited service

which is in excess of 25 years.

Section 20. (Sec. 35-25) DEFERRED PENSION. Should any member who has 15 or more years of credited service leave City employment prior to his voluntary retirement age, for any reason except his death, retirement, or discharge for cause, and does not withdraw his accumulated contributions from the employees' savings fund, he shall be entitled to a pension provided in Section 19 (35-24.1) if he is a policeman member, as the applicable section was in force at the time he left city employment. His said pension shall begin the first day of the calendar month next following the month in which he files his application for same with the Board of Trustees on or after his attainment of his voluntary retirement age or at such time as he would have qualified for a pension had he continued in the employment of the City. Unless otherwise provided in this retirement plan in no case shall he receive credit for the period of his absence from city employment.

Until the date his pension begins his balance in the employees' savings fund shall be accumulated at regular interest.

Section 21. (Sec. 35-26) PENSION OPTIONS. (a) Prior to the effective date of his retirement, but not thereafter, a member may elect to receive his pension as a straight life pension payable throughout his life; or he may elect to receive the actuarial equivalent of his straight life pension in a reduced pension payable throughout his life, and nominate a beneficiary, in accordance with the provisions of Option A, B, or C set forth below. If a member does not elect an option prior to the effective date of his retirement his pension shall be paid him as straight life pension. A straight life pension and options B and C shall be subject to subsection (b) of this section.

OPTION A. PENSION FOR 10 YEARS CERTAIN AND LIFE THEREAFTER. Under Option A, a retirant shall receive a reduced pension payable throughout his life with the provision that if he dies before he has received one hundred and twenty monthly pension payments the payments shall be continued for the remainder of the period of one hundred and twenty months to such person or persons as the retirant shall have nominated by written designation duly executed and filed with the Board of Trustees. If there be no such person or persons surviving the said retirant such remaining month pension payments shall be paid to the retirant's legal representative; or

OPTION B. JOINT AND SURVIVOR PENSION. Under Option B, a retirant shall receive a reduced pension payable throughout his life with the provision that upon his death his reduced pension shall be continued throughout the life of and paid to such person, having an insurable interest in his life, as he shall have nominated by written designation duly executed and filed with the Board of Trustees prior to the effective date of his retirement; or

OPTION C. MODIFIED JOINT AND SURVIVOR PENSION. Under Option C, a retirant shall receive a reduced pension payable throughout his life with the provision that upon his death one-half of his reduced pension shall be continued throughout the life of and paid to such person, having an insurable interest in his life as he shall have nominated by written

designation duly executed and filed with the Board of Trustees prior to the effective date of his retirement.

(b) Upon the death of a retirant who is in receipt of a straight life pension, or upon the death of the survivor of a retirant and his beneficiary under an election of Option B or C provided in subsection (a) of this section, and in the event the death of the retirant, or the death of the survivor of the retirant and his beneficiary, occurs before there has been paid in pensions an aggregate amount equal to the retirant's accumulated contributions standing to his credit in the employees savings fund at the time of his retirement, the difference between his said accumulated contributions and the said aggregate amount of pension payments shall be paid to such person or persons as he shall have nominated by written designation duly executed and filed with the Board of Trustees. If there be no such designated person surviving the said retirant such difference, if any, shall be paid to his legal representative. No benefits shall be paid under this subsection on account of the death of a retirant who elected Option A provided in subsection (a) of this section.

Section 22. (Sec. 35-27) RETIREMENT FOR TOTAL AND PERMANENT DISABILITY. (a) Upon the application of a member, or his personal representative or department head on behalf of the member, a member who (1) is in city employment (2) has ten or more years of credited service, and (3) becomes totally and permanently incapacitated for duty in any position he formerly held, with the City of Flint, by reason of a personal injury or disease, may be retired by the Board of Trustees; provided, that after a medical examination of the member, made by or under the direction of the medical director, the medical director certifies in writing to the Board of Trustees (a) that the member is mentally or physically totally incapacitated for duty in any position he formerly held, with the City of Flint, (b) that his incapacity will probably be permanent and (c) that the member should be retired; provided, further that the report of the medical director is concurred in by the Board of Trustees. Upon his retirement the member shall receive a disability pension provided in Section 23 (35-29) if he is a policeman member.

(b) The ten or more years of credited service requirements contained in subsection (a) of this section shall be waived for a member if the Board of Trustees finds (1) his total and permanent incapacity is the natural and proximate result of a personal injury or disease arising out of and in the course of his actual performance of duty in the employ of the city, and (2) he is in receipt of workers' compensation on account of such total and permanent incapacity.

Section 23. (Sec. 35-29) DISABILITY PENSION POLICEMAN MEMBER. (a) Effective January 1, 1970, upon his retirement on account of disability, as provided in Section 22 (35-27), a policeman member shall receive a straight life disability pension computed according to Section 19 (35-24.1). A policeman member's disability pension shall not be less than 20 per cent of his final average compensation and shall be subject to Sections 24 (35-30) and 27 (35-33).

(b) Effective January 1, 1970, in the event a policeman member retires on account of disability, as provided in Section 22 (35-27), and the Board finds (1) his total and permanent disability is the natural and proximate result of a personal injury or disease arising out of and in the course of his actual performance of duty in the employ of the City and (2) he is in receipt of workers' compensation on account of such total and permanent disability, he shall receive a straight life pension equal to fifty percent (50%) of his final average compensation in lieu of the

pension provided in subsection (a) of this section. His disability pension shall be subject to Sections 24 (35-30) and 27 (35-33).

(c) Effective January 1, 1970, prior to the date of his retirement a policeman member may elect to receive his disability pension, provided in subsections (a) or (b) of this section, under an option provided in Section 21 (35-26) in lieu of a straight life pension; provided, that if any benefits are paid or payable under Sections 25 (35-31) on account of his death no benefits shall be paid to his beneficiary under option B or C provided in Section 21 (35-26).

Section 24. (Sec. 35-30) EXAMINATION OF DISABILITY RETIRANT: RESTORATION OF DISABILITY RETIRANT TO SERVICE. (a) At least once each year during the first five years following the retirement of a member with a disability pension, and at least once in every three year period thereafter, the Board of Trustees may, or upon the retirant's application the Board of Trustees shall, require the retirant, if he has not attained his voluntary retirement age, to undergo a medical examination to be made by or under the direction of the medical director. If the retirant refuses to submit to such medical examination in any such period his disability pension may be suspended by the Board of Trustees until his withdrawal of such refusal. Should such refusal continue for one year all his rights in and to a disability pension may be revoked by the Board of Trustees. If upon such medical examination of a retirant the medical director reports to the Board of Trustees that the retirant is physically able and capable of resuming employment with the city, and his report is concurred in by the Board of Trustees, the retirant shall be returned to the employ of the city and his disability pension shall be discontinued. In returning the retirant to city employment, reasonable latitude shall be allowed the city in placing him in a position commensurate to his type of work and rate of compensation at the time of his retirement.

(b) A disability retirant who has been or shall be restored to city employment, as provided in subsection (a) of this section, shall again become a member of the retirement system and he shall contribute to the system at the rate applicable to his membership classification. His credited service at the time of his retirement shall be restored to full force and effect. He shall be given service credit for the period he is receiving a disability pension provided in the retirement plan if within such period he was in receipt of workers' compensation on account of his total and permanent disability arising out of and in the course of his city employment; otherwise he shall not be given service credit for the period he was in receipt of a disability pension.

Section 25. (Sec. 35-31) ORDINARY DEATH PENSION - POLICEMAN MEMBERS. (a) Any policeman member who continues in the employ of the City after he either (1) has acquired 20 years of credited service, or after July 1, 1983, has acquired 15 years of credited service, or (2) has attained age 55 years and has 10 or more years of credited service, way prior to the date of his retirement, by written declaration duly executed and filed with the Board of Trustees, elect option B provided in Section 21 (35-26), and nominate a beneficiary who has an insurable interest in the life of the member, in the same manner as if he were then retiring pursuant to the provisions of the retirement plan. At any time prior to his retirement the said member way revoke his election of Option B and nomination of beneficiary and he may prior to the date of his retirement again elect Option B and nominate a beneficiary as provided in this subsection. Upon the death of a policeman member who has an Option B election in force his

beneficiary shall immediately receive a pension which is the Option B actuarial equivalent of a pension computed according to Section 19 (35-24.1) if the member is a policeman member, in the same manner as if he had retired the day preceding the date of his death, notwithstanding that he might not have attained his voluntary retirement age. If a policeman member has an Option B election in force at the time of his retirement his election of Option B and nomination of beneficiary shall thereafter continue in force, unless within 60 days preceding the date of his retirement he elects to take his pension as a Straight Life pension or under another option provided in Section 21 (35-26). No pension shall be paid under this subsection on account of the death of a member if any benefits are paid or payable under Section 26 (35-32) on account of his death.

(b) Any policeman member who continues in the employ of the City after he either (1) has acquired 20 years of credited service, or after July 1, 1983, has acquired 15 years of credited service, or (2) attained age 55 years and has 10 or more years of credited service, and in either case does not have an Option B election provided in subsection (2) of this section in force, and (1) dies prior to his retirement while in city employment, and (2) leaves a beneficiary who has an insurable interest in the life of the member, said beneficiary shall receive a pension computed according to Section 19 (35-24.1) if the member was a policeman member, in the same manner as if the said member had (1) retired the day preceding the date of his death, notwithstanding that he might not have attained his voluntary retirement age, (2) elected Option B provided in Section 21 (35-26), and (3) nominated a beneficiary who has an insurable interest in his life. No pension shall be paid under this subsection on account of the death of a member if any benefits are paid or payable under Section 26 (35-32) on account of his death.

Section 26. (Sec. 35-32) DEATH IN LINE OF DUTY - POLICEMEN. In the event a policeman member (1) dies as a result of a personal injury or disease arising solely out of and in the course of his employment by the City, or (2) a disability retiree dies within a period of three years from and after the date of his disability retirement and prior to his voluntary retirement age as the result of the same injury or disease for which he was retired, and in either case (1) or (2) such death, injury or disease resulting in death, be found by the Board of Trustees to have been the result of his actual performance of duty in the employ of the City, the applicable benefits provided in this section shall be paid; provided, that the pensions provided in subsections (b), (c), (d) and (e) of this section shall be subject to the condition that workers' compensation is paid on account of the same member or retiree; and provided further, that such pensions shall be subject to subsection (f) of this section and section 27 (35-33).

(a) In the case of a deceased member, his accumulated contributions standing to his credit in the employees' savings fund shall be paid in accordance with the provisions of Section 28 (35-34).

(b) A pension of one-third of the deceased person's final compensation shall be paid to his widow or her widower and shall terminate upon his or her remarriage or death.

(c) If, in addition to a widow, or widower, the deceased person leaves an unmarried child or children under age eighteen years or age twenty-one years if a full-time student as determined by the Board of Trustees, each such child shall receive a pension of an equal share of one-fourth of his final compensation. Upon any such child's adoption, marriage, death or

attainment of age eighteen years, or age twenty-one years if a full-time student as determined by the Board of Trustees, whichever occurs first, his pension shall terminate and there shall be a redistribution by the Board of Trustees to his remaining eligible children under age eighteen years, or twenty-one years, as the case may be, if any.

(d) If the deceased person does not leave a widow, or widower, or if his widow or her widower dies or remarries before his youngest surviving unmarried child shall have attained age eighteen years or age twenty-one years if a full-time student as determined by the Board of Trustees, his unmarried child or children under age eighteen years, or twenty-one years, as the case may be, shall each receive a pension of one-fourth of his final compensation; provided, that if there be more than two such surviving children each such child shall receive a pension of an equal share of one-half of his final compensation. Upon any such child's adoption, marriage, death or attainment of age eighteen years, or twenty-one years if a full-time student as determined by the Board of Trustees, whichever occurs first, his pension shall terminate and there shall be a redistribution by the Board of Trustees to his remaining eligible children under age eighteen years, or twenty-one years, as the case may be, if any. In no case shall any such child's pension exceed one-fourth of the deceased person's final compensation.

(e) If there be neither a widow, widower nor children eligible to receive a pension provided in this section surviving the deceased person there shall be paid to each his dependent mother and dependent father, as the Board of Trustees after investigation shall find to have been actually dependent upon him for financial support due to physical or mental disability, a pension of one-sixth of his final compensation; provided, that in no case shall such pension payable to either parent exceed seven hundred twenty dollars per year. Upon the remarriage or death of any such parent his pension shall terminate.

(f) The total of the pensions provided in subsections (b), (c) and (d) of this section payable to the survivors of the deceased person shall not exceed four thousand five hundred dollars a year. Effective May 14, 1990, the four thousand five hundred dollar (\$4,500) amount shall be increased to fifteen thousand dollars (\$15,000). As used in this section, the term "widow" or "widower" means the spouse of the person at the time his or her employment with the City last terminated.

Section 27. (Sec. 35-33) OFFSET OF WORKERS' COMPENSATION BENEFITS AGAINST PENSIONS. Any workers' compensation which may be paid or payable to a member, retirant or beneficiary, on account of the death of a member or retirant, or on account of the disability retirement of a Policeman member as provided in Section 22 (35-27), shall be offset against any pensions payable by the retirement system on account of such death or disability.

Section 28. (Sec. 35-34) REFUNDS OF ACCUMULATED CONTRIBUTIONS.
(a) If a member ceases to be an employee of the City before he has satisfied the age and service requirements for retirement provided in Section 17 (35-21), he shall be paid his accumulated contributions standing to his credit in the employees savings fund upon his demand in writing on a form furnished by the Board of Trustees.

(b) Upon the death of a member and no pension, except as provided in section 26 (35-32) becomes or will become payable on account of his death, his accumulated contributions standing to his credit in the employees savings fund at the time of his death shall be paid to such person as he shall have nominated by written designation duly executed and filed with the Board of Trustees. If there is no such person surviving the member his accumulated contributions shall be paid to his legal representative.

(c) Payment of refunds of accumulated contributions may be made in installments according to such regulations as the Board of Trustees may from time to time adopt.

Section 29. (Sec. 35-35) EMPLOYEES SAVINGS FUND. (a) The employees savings fund shall be the fund in which shall be accumulated at regular interest, the contributions deducted from the compensation of members and from which shall be made refunds and transfers of accumulated contributions as provided in the retirement plan.

(b) From and after December 31, 1969, the member's contribution to the retirement system shall be: For a policeman member, 6 per cent of the compensation paid him by the City.

From and after the last pay period in the 1985-86 fiscal year, the employee's contribution to the retirement system shall be 5.5% of the compensation paid him by the City.

From and after the first pay period in the 1986-87 fiscal year, the employee's contribution to the retirement system shall be 5.0% of the compensation paid him by the City.

From and after the first pay period in the 1987-88 fiscal year, the employee's contribution to the retirement system shall be 4.5% of the compensation paid him by the City. From and after the first pay period in the 1996-97 fiscal year, the employee's contribution to the retirement system shall be 5% of the compensation paid to him by the City.

(c) The officer or officers responsible for making up the payroll shall cause the applicable contributions provided in subsection (b) of this section to be deducted from the compensation of each member on each and every payroll, for each and every payroll period, so long as he continues a member of the retirement system. When deducted the said contributions shall be paid into the employees savings fund and shall be credited to the individual account of the member from whose compensation the said contributions were deducted. Every member shall be deemed to consent and agree to the deductions made and provided for herein. Payment of his compensation less said deductions shall be a full and complete discharge and acquittance of all claims and demands whatsoever for the services rendered by said person during the period covered by such payment, except as to benefits provided by the retirement plan.

(d) In addition to the contributions deducted from the compensation of a member, as hereinbefore provided, a member shall deposit in the employees savings fund, by a single contribution or by an increased rate of contribution as approved by the Board of Trustees the amount, if any, he previously withdrew from employees savings fund, together with regular interest compounded annually from the date of withdrawal to the date of repayment. In no case shall any member be given credit for service rendered prior to the date he withdrew his accumulated contributions until he repays to the employees savings fund all amounts due the said

fund by him.

(e) Upon the retirement of a member his accumulated contributions shall be transferred from the employees savings fund to the retirement reserve fund. At the expiration of a period of 5 years from the date an employee ceases to be a member any balance standing to his credit in the employees savings fund shall be transferred to the pension reserve fund.

(f) Emoluments and Rewards - Policemen. All rewards and proceeds of gifts from any source and all emoluments that may be allowed by the City Council on account of extraordinary service performed by policemen who are members, shall be paid into the City Treasury. Said money shall be credited to the individual employees savings fund account of the member to whom emoluments or rewards were given and shall in all other respects be treated as a contribution to the employees savings account of said member.

Section 30. (Sec. 35-36) RETIREMENT RESERVE FUND. The retirement reserve fund shall be the fund from which shall be paid all pensions provided in the retirement plan. Should a disability retirant be returned to the employ of the City, his pension reserve at the date of his return shall be transferred from the retirement reserve fund to the employees savings fund and the pension reserve fund in the same proportion as his pension reserve was originally transferred from the funds to the retirement reserve fund.

Section 31. (Sec. 35-37) PENSION RESERVE FUND. The pension reserve fund is hereby created. It shall be the fund in which shall be accumulated reserves for the payment of all pensions payable from funds provided by the City. Upon the basis of such mortality other experience tables, and regular interest, as the Board of Trustees shall from time to time adopt, the actuary shall annually compute the pension reserves (1) for pensions being paid retirants and beneficiaries and (2) covering service rendered and to be rendered by members. The pension reserves shall be financed by annual appropriations, to be made by the City Council, Recreation and Park Board, and Board of Medical Center Managers, determined according to subsections (a), (b), and (c) of this section, subject to subsections (e) and (f) of this section.

(a) The appropriation for members' current service shall be a percent of their annual compensations which will produce an amount which is paid annually by the City during their future service and will be sufficient to provide the reserves, at the time of their retirements, for the portions of the pensions to be paid them based upon their future service.

(b) The appropriation for members' accrued service shall be a percent of their annual compensations which will produce an amount which if paid annually by the City over a period of years, to be determined by the Board of Trustees, will amortize, at regular interest, the unfunded pension reserves for the accrued service portions of the pensions to which they may be entitled.

(c) The appropriation for pensions being paid retirants and beneficiaries shall be a percent of the annual compensations of members which will produce an amount which if paid annually by the City over a period of years, to be determined by the Board of Trustees, will amortize, at regular interest, the unfunded pension reserves for pensions being paid retirants and beneficiaries.

(d) Upon the retirement of a member, or at the time a pension becomes payable to a beneficiary on account of the death of a member, the reserve for such pension shall be transferred from the pension reserve fund to the retirement reserve fund. The Board of Trustees way, from time to time, transfer from the pension reserve fund to the retirement reserve fund such additional amounts as it determines to be necessary for the proper maintenance of the retirement reserve fund.

(e) The Board of Trustees shall report to the City Council, on or before June 30 of each year, the amount of contributions to be made by the City, Recreation and Park Board and Board of Medical Center Managers. The City, Recreation and Park Board and Board of Medical Center Managers shall respectively appropriate and pay such amounts of contributions out of available funds to the retirement system during the ensuing fiscal year.

(f) As to those employees specifically provided for in Section 35-15 (c) hereof electing to participate in the deferred compensation plan established by resolution adopted by the City Council, the City shall contribute to said deferred compensation plan, on behalf of said employees, an amount equal to that which it would have been required to deposit in the pension reserve fund in accordance with paragraph (a) hereof on behalf of general members had said employees elected to become members of the retirement system. Such contributions shall be made at the same time and in the same manner as appropriations to the pension reserve fund for members' current service.

Section 32. (Sec. 3538) EXPENSE FUND. Each year, when so requested by the City Manager, the Secretary of the Board of Trustees shall prepare a budget showing the estimated amounts necessary for the administration of the retirement system during the ensuing fiscal year. When adopted by the City Council, said budget shall be administered and disbursed from the retirement fund of the City of Flint.

Section 33. (Sec. 35-39) MANAGEMENT OF FUNDS OF SYSTEM. (a) The Board of Trustees shall be the trustees of the assets of the retirement system. The Board of Trustees shall have full power to invest and reinvest such assets subject to (1) the terms, conditions, limitations and restrictions imposed by law of the state upon domestic life insurance companies in the making and disposing of their investments, and (2) the state law pertaining to the investments of public employee retirement system assets. The Board of Trustees shall have full power to hold, purchase, sell, assign, transfer, and dispose of any securities and investments in which any of the money of the system has been invested, as well as the proceeds of such investments and any money belonging to the system.

(b) There shall be kept on deposit available cash not exceeding five percent of the total assets of the retirement system. All money and other assets of the retirement system shall be held for the sole purpose of making payments authorized by the provisions of the retirement plan and shall be used for no other purpose.

(c) The description of the various funds of the retirement system shall be interpreted to refer to the accounting records of the system and not to the segregation of assets in the funds of the system.

Section 34. (Sec. 35-40) ALLOWANCE OF REGULAR INTEREST. All interest and other earnings on money and investments of the retirement system shall be credited to the pension reserve fund. The Board of Trustees shall, at the end of each fiscal year, allow regular interest on the members' individual balances in the employees savings fund at the beginning of the fiscal year; and on the mean assets credited to the retirement reserve fund. The amounts of interest so credited to the employees savings fund and the retirement reserve fund shall be charged to the pension reserve fund.

Section 35. (Sec. 35-41) ASSIGNMENTS PROHIBITED. (a) The right of a person to a pension, to the return of accumulated contributions, the pension itself, any optional benefit, and any other right accrued or accruing to any member, retirant, or beneficiary under the provisions of the retirement plan, and any moneys belonging to the retirement system shall not be subject to execution, garnishment, attachment, the operation of bankruptcy or insolvency law, or any law or any other process of law whatsoever. and shall be unassignable except that a member may make voluntary assignment of his accumulated contributions to the municipal employees credit union as security for a loan or loans; provided, that the city and Hurley Medical Center shall have a right to set off from any member's accumulated contributions at the time of termination of employment, for any money owed by the member to either Hurley Medical Center or the city, whether from nonpayment of a debt to Hurley Medical Center or the city, for any overpayment in final wages and fringe benefit payoffs made as a result of termination of employment. Provided also, that the city and Hurley Medical Center shall have the right to set off for any claim arising from embezzlement by or fraud of a member.

(b) Any retirant or beneficiary may authorize to have deducted from his pension those sums of money necessary to provide his membership in any fund or plan acceptable to the Board of Trustees, provided that the authorization to deduct is in writing and that notice of termination of such deduction shall be given to said Board in writing.

Section 36. (Sec. 35-42) CORRECTION OF ERRORS IN RECORDS. Should any change in the records result in any member, retirant or beneficiary receiving from the retirement system more or less than he would have been entitled to receive had the records been correct, the board of trustees shall correct such error and as far as practicable shall adjust the payment in such manner that the actuarial equivalent of the benefit to which the member, retirant or beneficiary was correctly entitled shall be paid.

Section 37. (Sec. 35-43) SUBPOENA; CONTEMPT. The Board of Trustees, or its duly authorized representative, shall have the power to administer oaths and subpoena witnesses to appear and testify or to produce books and papers which relate to questions in dispute. Any person who refuses to obey such a subpoena or who refuses to be sworn and testify or who fails to produce books and papers touching upon any material matter, or any witness party or attorney who is guilty of any contempt while in attendance at any hearing held under the retirement plan, may be punished as for contempt in court. For these purposes a court of competent jurisdiction, upon application of the Board of Trustees or its duly authorized representative shall compel the attendance of witnesses, the production of books and papers and the giving of testimony before the Board of Trustees by attachment for contempt or otherwise in the same manner as the

production of evidence may be compelled before such court. No person, having taken an oath or made affirmation in such proceedings, shall swear or affirm, willfully, corruptly or falsely. The district court is herewith given jurisdiction to try persons for false swearing.

Section 38. (Sec. 35-44) HEARINGS; FINDINGS; REVIEW OF BOARD OF TRUSTEES ACTIONS. (a) All questions arising under the retirement plan shall be determined by the Board of Trustees. In case there shall be any controversy concerning benefits or other rights of a member, retirant or beneficiary, such controversy shall be submitted to the Board of Trustees and the Board of Trustees shall conduct a hearing with relation thereto, at which hearing the City, Recreation and Park Board, Medical Center Board of Managers or other division of the City government, and the member, retirant or beneficiary shall be entitled to be heard and at which such proofs and evidence may be presented as the parties shall desire. Parties before the Board of Trustees shall have the right to be represented by an attorney at law.

(b) The findings of fact and factual determinations made by the Board of Trustees acting within its powers shall, in the absence of fraud, be conclusive, but the circuit court for the county shall have the power to review questions of law involved in any final decision or determination of the Board of Trustees; provided, that application is made by a party within thirty days after such decision or determination by certiorari, mandamus or by any other method permissible under the rules and statutes of such court or the laws of this state, and to make such further orders in respect thereto as justice may require.

Section 39. (Sec. 35-45) WAIVER OF PRIVILEGE. Any beneficiary or claimant of benefits shall be required in applying for such benefits to make full and complete disclosure as to all physicians and others from whom he has received medical treatment, attention or examination with respect to any injury; or disease to a member involved in any claim which may have relation to the claim for benefits, and similarly shall make further disclosure as to all hospitals or institutions at which the member may have received any treatment or examination within a reasonable time, to be determined by the Board of Trustees, prior to the application. Such beneficiaries or claimants in the application shall likewise execute a full and complete waiver of any privilege with respect to any such records, treatments or examinations that might otherwise accrue to the applicant or member. The member or applicant shall, in addition, expressly consent that any person, professional or otherwise, having knowledge of the condition of the member, or the facts concerning the claim, may testify. In event that any applicant or member shall refuse to execute such waiver and consent, or shall refuse to permit the production of such testimony or records, or shall conceal the existence of such evidence from the Board of Trustees, he shall thereupon forfeit any right to any benefit under the retirement system, excepting for a refund of his membership contribution computed as otherwise provided in this article. All applications for benefits shall be executed under the oath of the applicant.

Section 40. (Sec. 35-46) APPLICABILITY OF OTHER LAWS, ORDINANCES, ETC. No other provisions of this Code, law or other ordinance, except the federal social security law, which provides wholly or partly at the expense of the City for pensions or retirement benefits for employees of the City, their widows, children or other dependents, shall apply to members, retirants or beneficiaries of the retirement system, their widows, children or other dependents.

Section 41. REMEDY. Any complaint regarding the interpretation or application of this Appendix shall be through an appeal to the Retirement Board and such further appeals as provided by law and shall not be subject to the grievance procedure.

