

AGREEMENT

BETWEEN

CITY OF FLINT

AND

THE FLINT FIRE FIGHTERS UNION, LOCAL 352

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (AFL-CIO)

July 1, 1997

through

June 30, 2000

ARTICLE 1
PREAMBLE

THIS AGREEMENT is entered into on this ___ day of _____,____, 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 Fire Fighters Union, Local 352, affiliated with the International Association of Fire Fighters, AFL-CIO, hereinafter referred to as "Union".

WHEREAS, it is the general purpose of this Agreement to promote the mutual interests of the City and its Employees and to provide for the operation of the services provided by the City under methods which will further the safety of the employees, economy and efficiency of operation, elimination of waste, protection of property and avoidance of interruptions to services, the parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes, and

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

ARTICLE 2
RECOGNITION

Section 1. Sole and Exclusive Bargaining Agent. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all classified employees of the Flint Fire Department, hereinafter referred to as Employees.

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

Fire Fighter
Fire Fighter Trainee
Fire Fighter-EMT Trainee
2nd Driver
Apparatus Operator
Fire Sergeant
Fire Lieutenant

Fire Captain
Battalion Chief
Assistant Chief
Deputy Chief
Apparatus Supervisor
Quartermaster
Fire Apparatus Mechanic
Fire Alarm Dispatcher
Senior Fire Alarm Dispatcher
Fire Alarm Dispatcher Trainee
Safety Training Officer
Medical Coordinator
Senior Building Maintainer
Fire Apparatus Equipment Maintainer
Building and Line Maintainer
Building and Line Maintainer Supervisor
Fire Prevention Inspector/Sergeant
Fire Prevention Inspector/Lieutenant
Fire Arson Captain
Fire Marshal
Emergency 911 Assistant Supervisor
Emergency 911 Terminal Operator
Emergency 911 Dispatcher Trainee.
Emergency 911 Dispatcher
Emergency 911 Supervisor
Emergency 911 Senior Supervisor

All remaining positions and classifications shall be exempt from the provisions of said Act.

The Deputy Chief's position will be eliminated upon the retirement of the current Deputy Chief. A Fire Marshal's position shall be created. One Lieutenant's position will be eliminated in Fire Prevention.

Section 3. Newly Created Positions or Classifications. When new positions or classifications are created, the Personnel Director shall, as soon as practical, give notice to the Union of the status of such new position or classification, i.e., subject to the hazards of fire fighting and, therefore, covered by Act 312, or exempt therefrom. If the Union disagrees with the Personnel Director's determination, the parties agree to meet and confer regarding such status within four (4) weeks of notifications of same in an effort to resolve the dispute. If the parties are unable to agree as to the status of such newly created position or classification, the matter shall be submitted as the first item to be considered on the first occasion a panel of arbitrators is appointed to conduct a hearing and render a finding under Act 312 of the Public Acts of 1969, as amended.

ARTICLE 3
AGENCY SHOP

Section 1.

It shall be a continuing condition of employment that 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 the Union dues.

Section 2.

An 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 of the Fire Department, 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 had furnished the Chief of the Fire Department 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, an affidavit signed by the Union Treasurer, a certification that the amount of delinquency does not exceed the union dues or agency fees.

ARTICLE 4
CHECK-OFF/DUES DEDUCTIONS

Section 1.

During the life of this Agreement, the Employer will deduct dues and agency fees which have been certified to the Employer by the Treasurer of the Union, provided that at the time of such deduction there is in the possession of the Employer a written authorization, executed by the Employee, in the form and according to the terms of the authorization form heretofore agreed to between the parties.

Section 2.

Previously signed written authorization shall continue to be effective as to current Employees and as to reinstated Employees. Any future increase in dues or agency fees will not require the Employee to sign a new authorization form.

Section 3.

The Employer agrees to continue to deduct dues and agency fees from the first pay check each month. As to Employees hired hereafter, said deduction shall commence with the first pay check in the month following accumulation of 30 service credits and shall continue as set forth above.

Section 4.

In the event a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such Employee to obtain appropriate refund from the Union.

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

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

ARTICLE 5
UNION BUSINESS

Section 1 - UNION OFFICERS.

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

Union officers shall be released during regularly scheduled work shifts on Monday through Friday only for the purpose of handling lawful Union business directly relating to the representation of bargaining unit members covered by this Agreement and for all meetings necessary to carry out the terms and conditions of this Agreement; provided, however, that the Department reserves the right to withhold permission for such excused time in the event of emergencies. "Emergencies" are defined for purposes of this Article to include situations affecting the ability of the Department to respond to emergency calls or relating to other emergency department operations; natural disasters (tornados, floods, etc.), civil disorders, training, or situations involving the health, welfare or safety of citizens or the possible loss of life, limb or property. Emergencies are not intended to include routine work in fire stations.

The release time, in each four (4) week block, shall be on one of the following bases:

- a. The hours of such release time shall commence at 8:00 a.m. and end at 5:00 p.m. and no officer shall be released from more than one-half (1/2) of his shift, nor shall the total release time for all Union officers exceed fifty-six (56) hours in any calendar week, nor shall more than two (2) officers from the fire suppression division be released at the same time, or
- b. In the event one or more Union officers work forty (40) hours per week, the hours of such release time shall commence at 8:00 a.m. and end at 5:00 p.m. and no 50.4 hour officer shall be released from more than one-half (1/2) of his shift, nor shall the total release time for all Union officers exceed fifty-six (56) hours in any calendar week; nor shall more than two (2) officers from the fire suppression division be released at the same time and, further,

provided that a forty (40) hour officer may not be released for more than twenty (20) hours each week.

Section 2 - UNION STEWARDS

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

No more than two (2) Stewards at any one time shall be released during regularly scheduled shifts for the purpose of handling grievances and meeting with the immediate supervisor at Step 1 in the grievance procedure.

Section 3 - BARGAINING TEAM.

A maximum of three (3) members of the Union's bargaining team shall be released during their normal work shift without loss of pay, for the purpose of meeting with the City's bargaining team to negotiate a new Collective Bargaining Agreement between the parties. The Director of Labor Relations shall be notified in writing of the names of the employees serving as members of the Union's bargaining team prior to the commencement of the first negotiation session.

The City may, at its option, require the Assistant Fire Chief, Deputy Fire Chief and/or the 911 Administrator to be present during negotiating sessions as a member of the City's bargaining team. In the event there is a vacancy in the rank of either Assistant Fire Chief, Deputy Fire Chief and/or the 911 Administrator, the City may appoint some other high ranking member(s) of the bargaining unit in their stead.

Section 4 - MEETINGS AND CONFERENCES.

Up to a maximum of 288 hours in any fiscal year, and two (2) employees on any one occasion, employees who are certified by the Union as delegates shall be granted leave with pay to attend Union meetings and conferences.

Union Representatives named as delegates to Union conferences shall be certified to the Chief of the Fire Department specifying the time, date, place and purpose of the meeting they are to attend. Such notice shall be submitted at least seven (7) days prior to the date of such meeting. Not later than ten (10) days following such meetings, a certificate of attendance at such meeting shall be submitted by the Secretary-Treasurer of the Union to the Chief.

In years in which the Biennial Convention of the International Association of Fire Fighters is held, delegates from the Flint Fire Fighters Union whose names have been certified to the Chief of the Fire Department at least seven (7) days prior to the Biennial Convention, shall be granted leave with pay to attend such Conventions as follows: 100 members or fewer, one (1) delegate; more than 100, but not exceeding 200, two (2) delegates; more than 200 but not exceeding

300, three (3) delegates; more than 300, one (1) additional delegate for each 100 additional members or fraction thereof, and the maximum of two (2) employees on any one occasion will not apply.

In the event additional time is required to attend conventions or educational conferences, the designated officers shall be granted accrued annual time to attend such meetings, provided request is made for such time off at least seven (7) calendar days prior to the date of such convention or conference and the granting of such leave will not result in more than the authorized number of employees being on annual leave during said period.

Section 5 - POLITICAL ACTIVITY.

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

Section 6 - RELEASED TIME.

Released time under Sections 1 and 2 of this Article will be recorded by Stewards on a form provided by the Department. A copy of the form is attached as Appendix A.

ARTICLE 6
DEFINITIONS

Regular Employee shall mean a full time, hourly rate bargaining unit Employee who at the time of employment and thereafter is regularly scheduled to work 80 hours (40 hour per week employees) or an average of 100.8 hours (50.4 hour per week employees) per payroll period.

Part Time Employee shall mean an Employee who at the time of employment and thereafter is scheduled to work less than a normal work week. Provided, however, a regular employee who works less than a normal work week due to lack of work or lack of funds shall continue to be a regular employee.

Temporary Employee shall mean one who is employed for a short period of time to perform emergency or extra work in the department or to fill a temporary vacancy created by the absence of a regular employee in an entry level position. Temporary appointments are limited to a maximum of 90 calendar days and are nonrenewable.

Interim Employee shall mean one who at the time of employment is employed with the intention that his employment will be for a specific period or project with the probability of being laid off at the end of the period or project.

Provisional Appointment shall mean the appointment of a current employee to a position for an interim period during which a valid eligibility list is being prepared or during the temporary absence of a permanent employee in a position other than an entry level position. Such

appointment shall, insofar as possible, be limited to a maximum of 90 calendar days. Upon termination of a provisional appointment, the employee shall be returned to his prior employment status. The employee will be returned to his or her original job, original shift and original station held prior to the provisional appointment.

Normal Work Shift shall mean, for employees who work an average of 50.4 hours per week, twenty-four consecutive hours commencing at 8:00 a.m.; for employees who work forty (40) hours per week in continuous operations, eight (8) consecutive hours; and for employees who work 40 hours per week in other than continuous operations, eight consecutive hours excluding a meal break.

Normal Work Week is defined in Article 10.

Day, for purposes of charging annual and sick leave to accrued leave time, shall mean eight hours for 40 hours per week employees and twelve hours for 50.4 hour per week employees.

Work Day shall mean, for purposes of establishing time period only, Monday through Friday, excluding holidays.

Pay Day shall mean alternating Thursdays for the preceding regular pay period. When a pay day falls on a holiday as defined in Article 23, the pay day shall be one day earlier.

Year, except as otherwise clearly indicated, shall mean the fiscal year for purposes of this Agreement.

Regular Pay Periods for forty (40) hour Employees shall mean the period which commences with the first full shift beginning after 12:01 a.m. Sunday and continues through the 1st shift scheduled to begin prior to midnight the second following Saturday and for 50.4 hour Employees shall mean the period which commences at 12:01 a.m. Sunday and continues through midnight the second following Saturday. Such period is for two weeks duration.

Illness shall mean any non-occupational injury, illness or other condition related to health which prohibits or interferes with the performance of normal work assignments.

Sick Leave shall mean the time lost from work, during which an Employee would normally have been scheduled to work straight time hours, due to a non-occupational injury, illness or other condition related to his health which prohibits or interferes with the performance of normal work assignments.

Continuous Operations shall mean an operation regularly scheduled seven days per week, twenty-four hours per day.

Fire Fighting series, for the purpose of defining annual and sick leave termination benefits for forty (40) hour per week employees, shall include those positions the specifications for

which require that the applicant shall have completed a specified period of employment as a fire fighter. Permanent or provisional employees currently (prior to July 1, 1982) holding forty (40) hour positions shall be included in the fire fighting series provided that they previously worked 50.4 hours for at least a 3 year period.

ARTICLE 7
PART-TIME EMPLOYEES

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

A part-time Employee shall earn service credits at the rate of .1755 for each straight time hour worked and shall be compensated for actual hours worked per payroll period. A part-time Employee who transfers to full-time status will be placed in that step in the Compensation Schedule to which his total service credits earned as a part-time Employee entitle him and said service credits shall be used in determining eligibility for future rate increases and fringe benefits while a full-time Employee.

ARTICLE 8
TEMPORARY EMPLOYEES

Temporary Employees shall receive none of the benefits provided in this Agreement nor shall they earn service credits during the period of temporary employment; provided, however, that a regular Employee with seniority status who is laid off or whose normal work week schedule is reduced because of lack of funds or lack of work and is recalled to temporary employment is not a temporary Employee within the meaning of this Article.

ARTICLE 9
AUTHORIZED PAYROLL DEDUCTIONS

Section 1. Employees shall sign appropriate authorizations for the withholding from wages of mandatory income taxes, retirement fund contribution and Union dues and/or agency fees.

Section 2. Employees may sign appropriate authorizations for the withholding from wages the following: Savings bonds, contributions to United Way, Fireman's Fund, P.F.I.A., Union life insurance, and credit union.

Section 3. Employees may participate in either the I.C.M.A. or Equivest deferred compensation plan pursuant to and in accordance with resolution adopted by the Flint City Council provided that such plans are and remain qualified deferred compensation plans under Section 457 of the Internal Revenue Code.

Section 4. Retired employees from this bargaining unit may sign appropriate authorization forms, acceptable to the City, for the withholding from their pension, of not more than two (2) flat dollar amounts applicable to all retirees, for Union life insurance.

ARTICLE 10
WORK WEEK

Section 1. 40-HOUR EMPLOYEES, NORMAL WORK WEEK.

A normal work week, except as otherwise provided in this Agreement, is defined as being 40 hours in a calendar week, or as established by a statement in writing of the head of the department or office, for Employees under their jurisdiction. Copies of such statements shall be delivered to the Director of Finance and the Personnel Department. Provided, however, that normal work weeks established by such written statement shall not exceed a total of 80 hours in any pay period.

The regular work week shall consist of five (5) eight (8) hour days exclusive of lunch periods with a maximum of eight (8) hours in any such work day within a seven (7) day period.

When operations may require, Employees may work a variable work week with a maximum of eight (8) hours in any work day exclusive of lunch periods and a total of ten (10) such eight (8) hour days in a two (2) week period.

Section 2. 40-HOUR EMPLOYEES, CONTINUOUS OPERATIONS.

Employees engaged in a continuous operation shall be scheduled on a work shift consisting of eight (8) consecutive hours (inclusive of a lunch period) and ten (10) such work shifts per two (2) week period.

Section 3. 50.4 HOUR EMPLOYEES.

For members of the Division of Fire engaged in fire fighting, the normal work day shall be 24 hours starting at 8:00 a.m. and the normal work week shall be an average of 50.4 hours per week.

Section 4. CHANGE IN WORK SCHEDULES.

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

Section 5. 911 CENTER SHIFT PREFERENCE

Shifts within the 911 Center will be defined as first shift (7am to 3 pm), second shift (3pm to 11 pm) and third shift (11 pm to 7am)

The selection of shift assignments within the 911 Center shall be based upon within job classification seniority. The shift preference shall be exercised only during the month of January, and only after written notice from the employee of his/her desire to exercise shift preference shall have been provided to the appropriate supervisor at least thirty (30) days in advance of January 1. The shift preference changes shall take effect to coincide with a pay period. Shift preference may also be exercised in the event of a permanent vacancy, by written notice, without regard to the 30-day notice.

This section in no way limits the department's right to make scheduling changes as provided in the contract, including but not limited to Article 10.

Section 6. SPECIAL ASSIGNMENTS.

The City reserves the right to temporarily place a 50.4 hour employee on a work schedule different than the normal schedule, when such an employee is assigned to perform a special assignment. Such schedule will not result in a loss of pay for the employee.

The City agrees that all special assignments will be posted, with the City reserving the right to limit applicants for special assignments to either officer or non-officer ranks as well as the right not to fill the special assignment. The City agrees that the applicant with the greatest

department seniority shall be selected for the special assignment, provided that he/she possesses the necessary qualifications for the assignments.

ARTICLE 11
KELLY DAYS

Section 1.(a) All Kelly Day trades shall be allowed between personnel within the shift and in the following classification:

1. Officers and Primary Captains.
 2. Apparatus Operators, 2nd Drivers, Fire Fighters, Fire Fighter EMT's, and Fire Fighter AEMT's
 3. B/C and Primary Captains.
- (b) Daily personnel adjustments to accommodate Kelly Day trades will be at the discretion of a chief officer.
- (c) The responsibility of keeping records of Kelly Day trades will be with the personnel making the trades.
- (d) In case of unauthorized absence, the person responsible to work on a given day shall lose an equal amount of pay for that period of time.
- (e) Kelly Day Trades of twelve (12) hours will be allowed.
- (f) Kelly Day trades will not be counted as W.P. Days.
- (g) Kelly Day trades that are to be repaid do not have to be repaid within a twelve (12) month period.
- (h) Fire fighters trading with Apparatus Operators or 2nd Drivers will be paid at the non-driving rate.
- (i) Kelly Day trades that necessitate overtime will not be allowed.

Section 2.(a) Any of the four principal officer positions, President, Secretary/Treasurer, 1st Vice President, or 2nd Vice President that are 50.4 hour personnel will be allowed to float their Kelly Day.

- (b) The Kelly Day will be floated within one thirty (30) day cycle.
- (c) Floating a Kelly Day to a holiday will not be allowed.

- (d) The floating Kelly Day will also be extended to Local 352 members, who are elected to a principal officer position in the Michigan State Fire Fighters Union or the International Association of Fire Fighters. Local 352 members holding a state or International office must get written permission from the Chief or Assistant Chief fourteen (14) days in advance of floating a Kelly Day.

ARTICLE 12
SALARIES AND WAGES

Section 1. COMPENSATION SCHEDULE - GENERAL.

The salaries and wages to be paid under this Agreement shall be in full accord with the attached Compensation Schedule which reflect the following annual adjustments:

July 1, 1997	-	2.75%
July 1, 1998	-	2.75%
July 1, 1999	-	2.75%

These wage rates shall be fully retroactive to the dates indicated. Payment of the retroactive pay shall be made within two pay periods following the date of ratification of the agreement.

The annual rates set forth in said schedule shall be converted to hourly rates in the following manner: Levels F-1 through F-5, inclusive, divide the annual rate by 2,620.8 hours; Levels F-4 (40 hour Captains) FF-19 through FF-35, inclusive divide the annual rate by 2,080 hours. Employees shall be paid on a bi-weekly basis not to exceed the rates set forth in said schedules.

Section 2. STEP ADVANCEMENTS - CHANGES IN RATE OF PAY.

Credit towards step advancements shall accrue in accordance with Article 33, Seniority. 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.

Employees who are rehired after resignation may be given such credit as their prior service indicates within the discretion of the employing unit, such discretion to be exercised within six (6) months of the rehiring date.

Section 3. PAY LEVEL RECLASSIFICATION AND REALLOCATION.

When an Employee shall have been placed in a different pay level by reasons of reclassification or reallocation of his position, in the event the reclassification results in a decrease in compensation, said reclassification or reallocation shall be effective as of the date of change in classification or reallocation. In the event said reclassification or reallocation results in an increase in compensation, said increase in compensation may be paid immediately.

Section 4. RECLASSIFICATION AND REALLOCATION.

The parties agree that all matters concerning reallocation or reclassification shall be the subject of and adjusted only through negotiations.

The following reallocations shall become effective the date of ratification of this agreement by both principal parties.

1. Intermediate Clerk Typist moved from a level 11 to 13.
2. Senior Clerk Typist moved from a level 13 to 15.
3. Payroll Clerk moved from a level 15B to 17.
4. Senior Building Maintainer moved from a level 19 to 20.
5. Fire Administrative Clerk moved from a level 17 to 18.
6. Janitor moved from a level 11 to 13.

Section 5. NEW BARGAINING UNIT MEMBER WAGE SCALES.

The Firefighter EMT wage scale shall be revised to provide the following effective June 30, 1998:

1 st 6 months	-	\$20,000
2 nd 6 months	-	\$23,000
2 nd year	-	\$27,000
3 rd year	-	\$31,000
4 th year	-	\$35,000
5 th year	-	Normal rate

These rates will receive the same raises as all other rates from July 1, 1998.

ARTICLE 13
COST OF LIVING

Section 1

A "cost of living" allowance, predicated on the U.S. Department of Labor Bureau of Labor Statistics Consumer Price Index, All Cities, All Items Revised Urban Wage Earners and Clerical Workers, using 1967 = 100 as the index base, and salary levels established pursuant Article 12, Salaries and Wages, above, as the salary base, shall be paid quarterly, in amounts proportionate to the respective changes in the index as compared with the index base. Such payments shall be separate cost of living payments. Provided, however, each of these quarterly payments shall be added together. The sum of all four quarterly payments will be folded into the base wage as of June 30, regardless of which date the last quarter cost of living payment becomes known, provided that the amount of fold-in on June 30, 1998, June 30, 1999, and June 30, 2000, shall not exceed 6% of base wage for Employees subject to Act 312 of the Public Acts of 1969, as amended, and 5% as to all other Employees exempt from said Act 312, as said Employees are identified in Article 2, Section 2.

The formula for computing cost of living shall be as follows:

Base hourly rate times number of straight time hours worked during the quarter (not to exceed 655 as to 50.4 hour Employees and not to exceed 520 as to 40 hour Employees) times the change in the cost of living per quarter expressed in a percentage.

The question of fold-in and further cost of living quarterly payments shall be the subject of negotiations between the parties in the successor collective bargaining agreement.

In the event the index identified herein is discontinued during the term of this Agreement, the parties shall attempt to mutually agree on the index for the balance of this Agreement. If the parties are unable to agree, the matter shall be submitted to arbitration.

Section 2. COLA SUSPENSION.

Article 13, Section 1, shall not be implemented during the third year of this agreement, July 1, 1999 through June 30, 2000, but, unless otherwise negotiated or arbitrated by the parties, shall again become effective July 1, 2000. All quarterly payments will be made for July 1, 1997 through June 30, 1999. The sum of each year's four quarterly payments will be folded into the

base wage June 30 of each of the first (1st) two years of this contract.

ARTICLE 14
FOOD ALLOWANCE

Every Employee scheduled 50.4 hours per week shall be paid a food allowance equivalent to 2.5% of the wage for a 5th year fire fighter. Payments shall be made by separate check within the first two (2) weeks of June and December. The payment made in June shall be for the calendar period January 1 through June 30, and the December payment shall be for the calendar period July 1 through December 31. The food allowance to be paid for Employees who were hired or separated during the period shall be pro-rated.

ARTICLE 15
OVERTIME RATE

All hours worked in excess of a normal work day as defined in this Agreement, and all hours worked in excess of a normal work week, as herein defined, shall be paid at one and one-half times the regular hourly rate of pay. For the purpose of computing overtime hours, time spent on leave with pay shall be counted as time worked.

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

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

ARTICLE 16
OVERTIME EQUALIZATION

Section 1.

- A. There be one overtime list established for 50.4 hour personnel, including Battalion Chiefs compiled by department seniority dates.
 - 1. Battalion Chiefs will only be allowed to work overtime in the Battalion Chief position.
 - 2. Primary Captains will be allowed to work overtime as a Battalion Chief or under the rules that pertain to station officers.

- B. Scheduled overtime work, where the hours scheduled for overtime exceed six (6) hours, shall be offered equally to all 50.4 hour personnel. The overtime list, a record of scheduled overtime hours worked by each 50.4 hour employee, will be kept by the appropriate command officer. The overtime list will run concurrently (until June 30, 2000) with the collective bargaining agreement. The list is not extended by extending the contract.
- C. Any overtime over six (6) hours will be credited on the overtime list.
- D. Overtime in excess of six consecutive hours and up to 18 hours will fill one box on the overtime list. Overtime in excess of 18 consecutive hours and up to 24 hours will count as two boxes on the overtime list.
- E. Each Battalion Chief will schedule overtime for the following shift from a list of volunteers.
- F. An employee wishing to volunteer shall leave a voice mail message by calling 762-7346 by 1500 hours on the day prior to the day they desire to volunteer. Ex. "This is Fire Fighter John Doe at (Station or Home), available to work (AM/PM/OR ANY)." Only station or home number have to be utilized.
- G. Once an employee has worked a combination of his/her duty day and 24 hours overtime or 48 hours overtime, that employee will not be allowed to volunteer to work overtime for a period of 24 hours.
- H. When no specific qualifications are necessary (EMT, Officer, etc) the person used first will be the person highest on the seniority list with the fewest number of boxes filled.
- I. An Officer will not work overtime in a fire fighter's position except for emergency holdover, emergency call back, or if all fire fighters on the volunteer list have been exhausted.
- J. If the Battalion Chief is unable to reach an off duty volunteer, they will be charged a "not available" on the overtime list, except if on approved leave. Three "not availables" in succession will equal one refusal.
- K. If there are not enough employees volunteering to work the Battalion Chief must go to the master overtime list. When the master list is exhausted, emergency holdover and all-back rules apply.

L. People not utilized on the volunteer list will be called first to fill vacancies that arise during the shift. Any employee offered an opportunity to work immediately upon receiving a sick leave notification.

M. Anyone calling in sick must do so before 0700 for each day they are utilizing sick leave. Station officers shall notify the Battalion Chief immediately upon receiving a sick leave notification.

N. Volunteers may remove their names from the list at anytime before they are called.

O. This agreement does not limit the fire department from using Emergency Overtime until a person reports for normal overtime duty.

Section 2. EMERGENCY HOLDOVER OVERTIME.

In an emergency situation, wherein Employees are held over from their regular shift, those Employees required to work emergency unscheduled overtime shall be held over by classification, and those Employees having the highest classification seniority shall be given the first opportunity to remain on duty at the overtime rate. Personnel requirements at a particular station shall be filled from employees assigned to that station, except that when all Employees from a particular station have been given an opportunity to work and additional personnel is required, then the Employer may utilize any other Employees that are available for the overtime duty. The Employer shall have the right to hold any officers necessary for emergency holdover overtime on the basis of classification seniority. The officers having highest classification seniority shall be given the first opportunity to remain on duty at the overtime rate. E.M.T. personnel shall be held over for emergency overtime on the basis of seniority. The most senior Employee being given the first opportunity for the overtime duty.

An Employee shall have an affirmative obligation to advise his shift officer immediately if an error is made in retaining, in a holdover emergency situation, a less senior Employee without first giving the most senior Employee the opportunity for the overtime duty. Failure to comply with this provision shall constitute a waiver by the Employee of his right to contest, grieve or appeal department utilization of a less senior Employee in an emergency holdover overtime situation.

Section 3. EMERGENCY CALL-BACK OVERTIME.

In any emergency situation wherein it is necessary for the City to call back personnel to assist with an emergency situation other than emergency holdover, the City shall have complete flexibility to do whatever is necessary and appropriate in furtherance of the best interest of the citizens of the City of Flint.

Section 4. EMERGENCY OVERTIME EQUALIZATION.

There shall be no overtime equalization in any emergency overtime situation, whether emergency call-back overtime or emergency holdover overtime.

Section 5. CLASSIFICATION, DEFINITION OF.

Eight (8) hour members will be offered scheduled overtime according to their department seniority within their respective job classification.

Section 6. ESSENTIAL SERVICES.

It shall be mandatory that Employees accept overtime assignments when necessary to provide essential services.

Section 7. 911 CENTER OVERTIME EQUALIZATION

Scheduled Overtime

Department seniority within job classification shall be used for the propose of filling overtime in the 911 Dispatch Center.

There will be mandatory equalization of overtime accepted by all Local 352 employees in the 911 Dispatch Center. Employees will be able to make choices regarding scheduled overtime assignments. All attempts will be made to honor the choices made by the employees, although there is no guarantee that the employee's choice will be given to them.

Scheduled overtime for the week will be filled by the previous Friday. Scheduled overtime choices shall be turned in the Friday (a.m.) prior to the week the overtime is being filled for.

Employees can choose four (4) hour blocks according to department seniority within job classification on the first round picks. Once all overtime has been filled for the week, the

following week will began with the person with the least amount of hours accumulated, high seniority has first choice.

No trade offs allowed for scheduled overtime, unless approved by a senior supervisor or above.

If an employee does not leave a list of overtime selections by the appropriate day the unfilled overtime will be assigned to them, lowest seniority first, lowest accumulated overtime hours first within the job classification the overtime is needed.

Overtime marked with a "SPV" must be filled by an Assistant Supervisor or Supervisor. If a Supervisor does not choose one of the shifts, one will be assigned, based on the least number of hours accumulated, lowest seniority first.

Unscheduled Overtime

Forced overtime will be confined to the classification where overtime is needed, lowest accumulated overtime hours, and lowest department seniority first. Forced overtime will be at a maximum of four (4) hours unless the second four (4) hours cannot be filled.

911 Center overtime shall be equalized annually on January 1 of each year.

Unscheduled Overtime Call-in Procedure

Recommended Staffing Levels:

First shift: One (1) Supervisor or Assistant Supervisor
Three (3) Dispatchers
Two (2) Call Takers

Second Shift: Two (2) Supervisor or Assistant Supervisor
Three (3) Dispatchers
Three (3) Call Takers

Third Shift: One (1) Supervisor or Assistant Supervisor
Three (3) Dispatchers
Two (2) Call Takers

Overtime will be considered unscheduled if it is know or requested after Friday 1st shift when the scheduled overtime is filled

Overtime will be ordered or forced within the classification based on the minimum staffing levels listed above. It may be voluntarily from a higher classification.

To Fill Overtime With Less Than 24 Hours Notice

Lowest employee with accumulated overtime hours on duty within the classification from the preceding shift will be told they must stay the first four (4) hours of the overtime shift unless it can be filled on a voluntary basis.

The employee with the lowest accumulated overtime hours from the following shift will be told they must come in four (4) hours early unless it can be filled voluntarily. (Overtime will be assigned commencing with the employee with the lowest accumulated overtime hours and moving to the highest).

If they are unable to contact anyone from the following shift notify the next lowest employee with accumulated overtime hours from the previous shift within the job classification that they must return to work the last four (4) hours of the overtime shift unless it can be filled voluntary overtime.

Call by order of lowest employee with accumulated overtime hours within the classification to come in voluntarily. If no one accepts go to the next classification that is qualified to fill the vacancy for voluntary overtime.

Every attempt will be made to limit forced or ordered overtime to four (4) hours. In certain circumstances it may be necessary to order for eight (8) hours.

Overtime may be filled for full eight (8) hours voluntarily.

To Fill Overtime With More Than 24 Hours Notice

The two (2) employee's within the classification of the overtime to be filled with have the lowest accumulated overtime hours will be informed that they must work four (4) hours each to fill the overtime shift unless a volunteer will fill it. (They will be allowed to work out between the two (2) of them how to fill the two four (4) hour blocks. If they cannot, the highest seniority employee within the classification will get their preference).

Call all employees in that classification starting with the employee with the lowest accumulated overtime hours for the

voluntary overtime. If no one accepts call the next classification to get voluntary overtime.

If you can fill the complete shift, cancel the forced or ordered overtime. If you can fill only four (4) hours voluntarily, only the person with the lowest accumulated overtime hours in that classification will be required to work the remainder of the shift that could not be filled voluntarily.

If the employee with the lowest accumulated overtime hours are equal; the person with the highest job classification seniority will receive preference.

ARTICLE 17
NIGHT BONUS

Employees working a 40 hour work week, who work a regularly scheduled shift the majority of hours of which fall between 4:00 p.m. of one day and 8:00 a.m. of the following day, shall be entitled to an additional payment of 7.0% per hour over that set forth in the Compensation Plan. Employees working a 50.4 hour work week, shall be entitled to an additional payment of 7.0% per hour over that set forth in the Compensation Plan for time worked between 4:00 p.m. of the day and 8:00 a.m. of the following day during said shift.

Night bonus will be used in the base for computation of holiday and overtime rates.

ARTICLE 18
EMERGENCY CALL-IN

Whenever an Employee is brought back to work on emergency call-in, he shall be retained on duty for a minimum of two (2) hours at overtime rates.

If the emergency work is completed in less than two (2) hours, it shall be the election of the Employee to leave the job at the time the work is completed. Employees making this election, however, shall be paid only on the basis of time worked at overtime rates. This minimum two (2) hours call-in guarantee specifically excludes those Employees being paid standby pay. The Employees will be paid solely on the basis of time actually worked on a call-in.

ARTICLE 19
STANDBY

Employees may be kept on call during periods when they are not otherwise employed by the Employer in the following instances and at the indicated rates of compensation.

One (1) Fire Apparatus Mechanic or Fire Apparatus Supervisor; One (1) Senior Building Maintainer, Building and Line Maintainer, or Building and Line Maintainer Supervisor; and One (1) Fire Prevention Inspector/Sergeant, Fire Prevention Inspector/Lieutenant, or Fire Arson Captain may be on call at all times and for compensation shall receive at their regular pay rate, nine (9) hours extra pay for each week of such duty. Such employee on standby during the actual holiday as defined in Article 23, Holidays, shall be paid an additional two (2) hours at his regular rate of pay for each such holiday. Standby pay shall not be considered for further benefits.

ARTICLE 20
COURT TIME

Time spent by Employees in court under subpoena as a result of their employment shall be considered as time worked. All subpoena fees and mileage received shall be paid to their supervisor, who shall in turn deposit said monies with the appropriate fiscal officer.

ARTICLE 21
JURY DUTY

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

An Employee complying with the above conditions, and upon supplying to the appropriate department head adequate proof that he has reported such jury duty shall turn over to his supervisor the amount received for any day or days of such jury duty that the Employee was scheduled to work, who in turn shall deposit said sum with the appropriate fiscal officer.

An Employee serving jury duty upon completing such duty, prior to the end of the work day, shall promptly report back to his supervisor and/or return to his regular position for completion of the work day.

ARTICLE 22
SNOW EMERGENCY

In the event of an excessive snow fall resulting in the suspension of non-essential services, Employees performing essential services and required to work during said period shall be compensated in the following manner:

Employees who report for work at the start of their shift and who work the entire shift, shall be paid at one and one-half their straight time hourly rate for all hours of their shift.

Employees who report for work after the regular starting time for their shift, shall be compensated at their straight time hourly rate for the hours of the shift prior to reporting for work, and at one and one-half times their straight time hourly rate for all hours worked in the remainder of the shift.

Employees who are unable to report for work because of the excessive snow fall, shall be compensated at their straight time hourly rate for one-half the hours of their normal shift (this being four (4) hours for eight (8) hour Employees and six (6) hours of the first twelve (12) hours for 24 hour Employees) and shall have the option of having the remaining hours required to complete payment for a full shift charged to accumulated annual leave, or without pay.

Employees on authorized annual leave or sick leave shall have said absences charged to accumulated annual or sick leave.

ARTICLE 23
HOLIDAYS

Section 1. HOLIDAY OBSERVANCES.

The following days shall be designated as holidays:

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

Christmas Day
New Years Eve

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 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, provided, however, that Easter shall be observed on the Sunday on which it occurs.

Section 2. HOLIDAY BENEFITS.

In the event an Employee is scheduled to work on any holiday, such Employee shall be compensated at the rate of time and one-half for all hours worked. In the event an employee is called in to work on a holiday on an overtime basis, such Employee shall be compensated at the rate of double time 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.

Section 4. UNAUTHORIZED LEAVE.

Forty hour Employees who are absent the last scheduled work day preceding the holiday or first scheduled work day following a holiday and whose absence is not authorized shall forfeit eight (8) hours from their annual leave accumulation.

50.4 hour Employees who are absent the last scheduled work day preceding the holiday or first scheduled work day following a holiday and whose absence is not authorized shall forfeit twelve (12) hours from their annual leave accumulation. A 40 hour Employee who is scheduled to work on a holiday, who fails to report to work and whose absence is unauthorized, shall forfeit eight (8) hours from their annual leave accumulation and shall receive no pay for said day. A 50.4 hour Employee who is scheduled to work on a holiday, who fails to report to work and whose absence

is unauthorized, shall forfeit twelve (12) hours from their annual leave accumulation and shall receive no pay for said day.

Section 5. IMPLEMENTATION.

Forty hour Employees who do not work on a designated holiday shall have eight (8) hours annual leave time deducted from their accumulated annual leave, provided, however, commencing in 1982 Employees who do not work on Easter shall not have eight (8) hours annual leave time deducted from their accumulated annual leave. Forty hour Employees who do work on a designated holiday shall not have eight (8) hours deducted from their annual leave accumulation, but shall be paid time and one-half for all hours worked.

50.4 hour Employees who do not work on a designated holiday shall not have any time deducted from their annual leave accrual unless such holiday was a regularly scheduled work day and the Employee was authorized to have that holiday off in which event he shall be charged annual leave.

50.4 hour Employees who do work on a designated holiday shall be paid time and one-half for all hours worked with no deduction from the Employee's annual leave accumulation.

ARTICLE 24
ANNUAL LEAVE

Section 1. ACCRUAL OF ANNUAL LEAVE.

Annual leave shall be computed and accrued on the basis of each payroll period that a 40 hour Employee has at least 78 hours of straight time pay and that a 50.4 hour Employee has at least 98.8 hours of straight time pay. If a 40 hour Employee has more than 72 hours of straight time pay in a payroll period, but less than 78 hours, the Employee shall accrue ½ the amount shown in the schedule below. If a 50.4 hour Employee has more than 88.4 hours of straight time pay in a payroll period, but less than 98.8 hours, the Employee shall accrue ½ the amount shown in the schedule below. 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:

40 Hour Employees

Employee	Hours Accrued Per Payroll	Maximum Accumulated
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<u>Service Credits</u> <u>Hours</u>	<u>Period</u>	
0-1825	7.7	336
1826	9.4	468
4015	9.7	492
4380	10.0	516
4745	10.3	540
5110	10.6	564
5475 (Non-continuous)	10.9	660
5475 (Continuous)	10.9	700

50.4 Hour Employees

<u>Employee</u> <u>Service Credits *</u> <u>Hours</u>	<u>Hours Accrued</u> <u>Per Payroll</u> <u>Period</u>	<u>Maximum</u> <u>Accumulated</u>
0-1825	11.5	504
1826	14.1	702
4015	14.5	738
4380	15.0	774
4745	15.4	810
5110	15.9	846
5475	16.4	1050

*See Article 33, Seniority, Section 2 (Computation). Definition of Service Credits, 1 approximately = 1 calendar day, not to exceed 365 credits per year (366 in leap year).

Effective upon ratification of this agreement by the parties, 50.4 hour employees' annual leave accrual rate shall increase by nine-tenths of one hour (.9 hour) per pay period. Effective upon ratification of this agreement by the parties, 40 hour employees' annual leave accrual rate shall increase by three-tenths of one hour (.3 hour) per pay period. Maximum accumulations shall remain unchanged. Accordingly, effective upon ratification, annual leave shall be accrued on the following basis:

40 Hour Employees

<u>Employee</u> <u>Accumulated</u> <u>Service Credits</u> <u>Hours</u>	<u>Hours Accrued</u> <u>Per Payroll</u> <u>Period</u>	<u>Maximum</u>
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0-1825	8.0	336
1826	9.7	468
4015	10.0	492
4380	10.3	516
4745	10.6	540
5110	10.9	564
5475 (Non-continuous)	11.2	660
5475 (Continuous)	11.2	700

50.4 Hour Employees

Employee Accumulated Service Credits * <u>Hours</u>	Hours Accrued Per Payroll <u>Period</u>	Maximum
0-1825	12.4	504
1826	15.0	702
4015	15.4	738
4380	15.9	774
4745	16.3	810
5110	16.8	846
5475	17.3	1050

*See Article 33, Seniority, Section 2 (Computation). Definition of Service Credits, 1 approximately = 1 calendar day, not to exceed 365 credits per year (366 in leap year).

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' Disability 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 July 1, 1983, 50.4 hour employees may accumulate annual leave in excess of the listed maximums by 240 additional hours and 40 hour employees may accumulate 180 additional hours in excess of the listed maximum. In no event shall any employee be entitled to pay upon termination in excess of the maximum accumulated hours set forth in the above charts.

No annual leave shall be taken or allowance made or paid until an Employee shall have worked one (1) full year, but thereafter, such first year employment shall be considered for the purpose of accrual of annual leave as having been accumulated beginning with the first day of employment, 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 such involuntary tour of duty, without regard to whether said Employees have worked less or more than one (1) year. Upon completion of one (1) year service, said Employees shall be credited with annual leave accrued during the preceding 26 pay periods less any holidays falling within said period for which he received payment.

Vacation leaves are not available to temporary, emergency or Employees whose services are contracted for by the Fire Division by separate contract.

Section 2. USE OF ANNUAL LEAVE.

Time paid as annual leave shall be treated as time worked with the exception of night bonus.

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 May 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. So long as the present variance in work weeks for Employees in the fire fighting series exists, Employees in the fire fighting series with a normal work week of 40 hours, shall be compensated at the time of retirement for accrued annual leave at the rate of 1.5 hours for each hour accrued annual leave standing to his credit. So long as the present variance in work week for Employees in the fire fighting series exists, an employee in the fire fighting series who has been appointed to a position with a normal work week of 40 hours after June 8, 1987, shall be compensated at the time of retirement for accrued annual leave at the rate of 1050/660 times the hours of accrued annual leave standing to his credit and shall be paid at an hourly rate that is

equal to his annual salary as set forth in the compensation schedule divided by 2621.

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.

Within the discretion of the department head, the Employee may be required to work all or part of the time the Employee would normally have been on vacation, and in lieu of vacation leave shall be paid the vacation pay provided in this section, which vacation pay shall be in addition to the compensation received for the time actually worked during said period, any holiday worked shall be compensated for at overtime rates only.

Section 3. USE OF ANNUAL LEAVE FOR 911 CENTER.

First vacation picks chosen are to be a minimum of eight (8) hours and a maximum of eighty (80) hours. The employee's first vacation pick cannot be canceled unless approved by the Senior Supervisor or the 911 Administrator. Picks will be done by department seniority within job classification.

Annual vacation picks must be made between March 1 and March 15 of each year. The employee must be available to pick their vacation at the allotted time. If the employee is called at home, they have one (1) hour to return the call or they will be passed. If the employee is available, they must pick within one (1) hour of being notified it is their pick. If they do not pick, they will be put on the bottom of the list. If the employee is not available he/she must leave vacation picks with supervisor.

The employee must pick a full shift. Two (2) and four (4) hour vacation requests are considered an unscheduled vacation request and may be requested the day of use if manpower permits. The manpower determination will be determined by the 911 Administrator through the use of the minimum staffing chart.

Employees may pick as much scheduled vacation as they can accrue by the scheduled pick.

Scheduled vacation that is canceled will be available as a scheduled pick for that day (24 hour) only. After that day, it is considered unscheduled.

Unscheduled vacation time request made less than 24 hours in advance shall be granted if manpower permits without creating any forced overtime.

One Dispatcher or operator per shift will be allowed on vacation, scheduled or unscheduled. One Assistant Supervisor or Supervisor will be allowed off per day.

An employee cannot pick vacation time prior to their first year departmental seniority date.

The Supervisor on duty is responsible for coordinating the scheduled vacation picks.

ARTICLE 25
SICK LEAVE

Section 1. ACCRUAL.

(A) Forty Hour Employees.

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

(B) 50.4 Hour Employees.

Sick leave benefits shall be earned and accrued by 50.4 hour Employees at the rate of six (6) hours of sick leave for each payroll period that the Employee has at least 88.8 hours of straight time pay. If an Employee has more than 50.4 hours of straight time pay in a payroll period, but less than 88.8 hours, the Employee shall earn and accrue three (3) hours of sick leave. However, no sick leave shall accrue if an Employee has been on sick leave for the entire payroll period. An Employee shall be allowed to accumulate earned sick leave on an unlimited basis.

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.

Any Employee who has exhausted his available sick leave shall 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 payments in excess of his normal wage based on an eight (8) hour day or 40 hour work week for 40 hour Employees and 24 hour day or 50.4 hour work week for 50.4 hour Employees.

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, the appointing authority may require that sick leave be used in four (4) hour increments for 40 hour Employees and six (6) hour increments for 50.4 hour Employees.

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 the Fire Department on a form provided by the City and must be approved by the Chief. Application for sick leave by employees of the 911 Center shall be made to the 911 Administrator on a form provided by the City and must be approved by the 911 Administrator. 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 a 40 hour Employee was absent from work more than three (3) consecutive duty days, 24 hours; or a 50.4 hour Employee was absent from work more than two (2) consecutive duty days, 48 hours; claiming illness, injury or other condition relative to his health.

Proof of illness or disability may also be required by the department head of any Employee who has taken sick leave on three (3) or more occasions within the preceding twelve (12) month period. 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.

The Employee shall notify his division head promptly of any disability or illness.

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, allowances, or other benefits (excluding night bonus) where such time lost is due to illness, injury or other conditions relative to his health (excluding pregnancy conditions subject to pregnancy leave).

Section 3. SICK LEAVE BONUS.

50.4 Hour Employees:

Each 50.4 hour employee who has no occasions of sick leave between December 1, 1997 and October 31, 1998, and thereafter between November 1 of each year and the succeeding October 31st, shall receive a bonus of twenty-four (24) hours of straight time pay.

Employees hired between December 1 and October 31 will also be eligible for a sick leave bonus, if they have no occasions of sick leave from the time they are hired until October 31. The sick leave bonus will be paid under a pro rated method (each month worked to count as two hours credit per month). No bonus will be paid for anyone who has less than 30 days of service.

Each 50.4 hour employee shall have the right to sell back any accumulated unused sick leave in excess of 432 hours, in accordance with the following schedule, based upon sick leave use between December 1, 1997 and October 31, 1998 and thereafter between November 1 of each year and the succeeding October 31.

<u>Occasions of Sick Leave</u>	<u>Maximum Hours that can be</u>
<u>sold back</u>	
None	Seventy-two (72)
One	Forty-eight (48)
Two	Twenty-four (24)
Three or More	None (0)

40-Hour Employees:

Each 40-hour employee who has two or less occasions of sick leave between December 1, 1997 and October 31, 1998, and thereafter between November 1 of each year and the succeeding October 31st, shall receive a bonus of sixteen (16) hours of straight time pay.

Employees hired between December 1 and October 31 will also be eligible for a sick leave bonus, if they have no occasions of sick leave from the time they are hired until October 31. The sick leave bonus will be paid under a pro rated method (each month worked to count as 1.4 hours credit per month). No bonus will be paid for anyone who has less than 30 days of service.

Each 40-hour employee shall have the right to sell back any accumulated unused sick leave in excess of 320 hours, in accordance with the following schedule, based upon sick leave use between December 1, 1997 and October 31, 1998 and thereafter between November 1 of each year and the succeeding October 31:

<u>Occasions of Sick Leave</u> <u>sold back</u>	<u>Maximum Hours that can be</u>
Two or Less	Forty-eight (48)
Three to Four	Twenty-four (24)
More than Four	None (0)

Any payments made pursuant to this section shall be made in the second pay period of November. Sick leave bonus payments made pursuant to this section shall be considered a part of final average compensation for purposes of retirement and such bonus payment shall be considered compensation earned on the date of payment.

Section 4. EXTENDED LEAVE.

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 for an additional one (1) year.

The City reserves the right to require an Employee to take involuntary sick leave of absence if the Employee suffers from a disability, mental or physical which impairs his ability to perform his duties or presents potential threat to himself or fellow Employees as shown by medical evidence. Provided, however, such requirement shall not be arbitrary or capricious. The Employee may be counseled by the Employee Counseling Board. The parties specifically agree that any dispute arising out of this Section shall be subject to the procedure set forth in Article 26, Medical Examination, or, at the employee's option, Article 38, Grievance Procedure.

Prior to going on extended sick leave without pay, permanent employees in the 50.4 hour/week division who because of illness or disability use all available sick and annual leave shall be allowed twenty-one (21) 12-hour "with pay" trades. It is the employee's responsibility to arrange and receive approval of such trades. There is no fill-in system for sick employees nor shall with pay and/or Kelley Day trades be used as a substitute for the fill-in system except as provided in this paragraph.

Section 5. 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' Disability 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 6. RETIREMENT.

Any Employee, hired on or before January 23, 1991, who retires from the City of Flint as provided in the Retirement Appendix shall be compensated in cash for any accumulated unused sick leave up to 480 hours plus one-half pay for each hour of unused sick leave in excess of 480 hours as to 40 hour Employees, or up to 720 hours plus one-half pay for each hour or unused sick leave in excess of 720 hours as to 50.4 hour Employees.

Any Employee, hired after January 23, 1991, who retires from the City of Flint as provided in the Retirement Appendix shall be compensated at the rate of one half pay for each hour of unused sick leave.

Provided, however, for any Employee hired after May 1, 1978, said sick leave 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.

For Employees hired on or before January 23, 1991, the one-half pay for each hour of unused sick leave between 480 hours and 960 hours (i.e., a potential total of 480 hours) for 40 hour Employees and Employees paid pursuant to the first sentence of the last paragraph of this Section, or one-half pay for each hour of unused sick leave between 720 hours and 1440 hours (i.e., a potential of 720 hours) for 50.4 hour Employees and Employees paid pursuant to the second sentence of the last paragraph of this Section, 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.

So long as the present variance in work weeks for Employees in the fire fighting series exists, an Employees in the fire fighting series with a normal work week of 40 hours, shall be compensated at the time of retirement for accrued sick leave at the rate of 1.5 hours for each hour of accrued sick leave standing to his credit. So long as the present variance in work weeks for Employees in the fire fighting series exists, an employee in the fire fighting series who has been appointed to a position with a work week of 40 hours after June 8, 1987, shall be compensated at the time of retirement for accrued sick leave at the rate of one and one-half (1.5) times the hours of accrued sick leave standing to his credit and shall be paid at an hourly rate that is equal to his annual salary as set forth in the compensation schedule divided by 2621, subject to the limitation set forth above, relative to 50.4 hour Employees (i.e., the basis for payment shall be 720 hours plus one-half pay for each hour of unused sick leave in excess of 1440 hours).

Section 7. DEATH.

Dependent survivors of an Employee shall be paid for each day of unused and accumulated sick leave on the same basis as though retired. A living spouse will automatically be determined a bona fide dependent.

Section 8. 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 twenty-four (24) months prior to the date of the challenge.

Section 9. MATERNITY LEAVE.

In accordance with the law any employee who cannot work due to her health, caused by pregnancy, shall have such time off as sick leave.

Employees granted such leave will be afforded the opportunity to return to their former classification, seniority permitting; and if not, to their former department in line with their seniority upon expiration of their leave.

Section 10. ADOPTION.

Seniority Employees shall be entitled to a leave of absence not to exceed six (6) months, should the Employee adopt a child.

ARTICLE 26
MEDICAL EXAMINATION

Section 1.

The Employer may require that an Employee who has suffered a non-work related injury or illness, before being allowed to work or return to work, or while the Employee is on sick leave with or without pay, be examined by the Employer's Physician during City Clinic hours to determine if the Employee is able to perform his normal work assignment.

Where there is a difference of opinion between the Employee's personal Physician and the Employer's Physician as to whether an Employee is able to perform his normal work assignment due to his health, it shall be resolved only as follows:

A third independent opinion will be obtained from a physician chosen by the Employee's physician and the City's physician.

If the third physician cannot be mutually agreed upon within five (5) working days of a request for same, the services of the Detroit Industrial Clinic shall be utilized. The cost of services of the third independent physician or the Detroit Industrial Clinic will be shared equally by the City and the Employee. The opinion of the third physician or the Detroit Industrial Clinic shall be final and shall not be subject to the grievance procedure.

Section 2.

When the City Physician is required to concur in the finding of the Employee's personal physician that the Employee is recovered from a non-work related injury or illness and is able to perform his normal work assignment, said Employee may be returned to his normal work assignment immediately following such concurrence if secured during the Employee's regularly scheduled work shift, otherwise the return to his normal work assignment shall take place at the beginning of the next regularly scheduled work shift.

When an Employee is being returned to work as the result of a determination made by a third independent physician, said Employee shall be returned to his normal work assignment following such determination if secured during the Employee's regularly scheduled work shift, otherwise he shall be returned to work at the beginning of his next regularly scheduled work shift following such determination by the third independent Physician that the Employee is physically able to perform his normal work assignment.

A determination by a third independent physician shall be deemed to have occurred only after receipt of the completed applicable form by the Employee Health Clinic.

ARTICLE 27
LEAVE TIME BALANCES

Section 1. CHANGE IN WORK WEEK.

Effective July 1, 1979, when an Employee changes from a 50.4 hour work week to a 40 hour work week the leave time (sick and/or annual) balances shall be divided by 1.5. The quotient shall be his new balance.

When an Employee changes from a 40 hour to 50.4 hour work week, the leave time (sick and/or annual) balances shall be multiplied by 1.5. The product shall be his new balance.

Section 2. NON-FORFEITURE OF ANNUAL.

Any Employee with 5476 or more service credits who transfers from a position with a 50.4 hour work week to a position with 40 hour work week in non-continuous operations, who, when the conversion of annual leave balances is made in accordance with Section 1 hereof, has standing to his credit annual leave in excess of the maximum accumulated hours permitted in Article 24 of this Agreement, shall not be required to forfeit such excess hours but shall be allowed a twelve month period following such transfer to use such annual leave and reduce the accumulated hours standing to his credit to not more than the maximum accumulated hours allowed for the position to which he transfers. In the event of separation whether by retirement, resignation, or discharge, no Employee so affected shall be paid for annual leave in excess of the maximum accumulated hours permitted for the position to which he transfers.

ARTICLE 28
BEREAVEMENT LEAVE

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

(a) When a death occurs in the immediate family, i.e. spouse, parents, step-parents, children, and step-children, the Employee will be granted bereavement leave for the first five (5) calendar days immediately following the date of death or coinciding with committal service for 50.4 hour personnel and the first five (5) work days following the date of death or coinciding with committal service for 40 hour personnel.

(b) When a death occurs to any of the Employee's parents-in-law, brothers, sisters, sisters-in-law, brothers-in-law, grandparents, grandparents-in-law, or grandchildren, the Employee will be granted bereavement leave for the first twenty-four (24) hours of his regularly scheduled work week occurring immediately following the date of death or coinciding with committal service, provided the Employee attends the appropriate death related service. The supervisor may require evidence of such attendance in the form of a sympathy card or obituary notice.

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

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

(e) Employees granted bereavement leave under this Article shall, after making written request for bereavement leave and submitting proof of relationship when required, receive his straight time hourly rate for all hours of his regularly scheduled work week occurring while on bereavement leave.

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

ARTICLE 29
EDUCATIONAL LEAVE

Educational leave of absence up to a duration of one (1) year may be granted if properly approved, provided the education to be pursued is in a field consistent with the work assignment of the Employee and provided that the Employee indicates an intention to return to duty with the Employer.

Hourly rate Employees who are representatives of the Employer may have attendance at inter-state technical or professional conventions, work shops, institutes, etc., financed in full or partly by the Employer. Such representation should be conducted on a rotation basis within the complete department for qualified personnel. Application must be made to the appropriate departmental head and approved by the Director of Labor Relations.

The City agrees that if an Employee desires to enroll in one (1) or more courses in an accredited educational institution while continuing in full time employment, provided that the Chief of the Fire Department or the 911 Administrator if it involves the 911 Center agrees that such courses would aid him in the practice and performance of his service to the City and would contribute to his professional growth, he may submit, in advance of commencing such course or courses, a letter of application to the Chief of the Department for reimbursement of costs of his tuition.

The letter of application shall list the course or courses to be taken by course title and number, along with a brief description of the course content. Also to be included is the name of the educational institution, location of the course offered, dates, time and costs thereof.

Upon proof of satisfactory completion of the course or courses and the amount expended for tuition, the Employee shall be reimbursed for such expenses up to \$200.00 per year, provided he agrees, in writing to remain a full time employee for a period of one (1) year following completion of the course and likewise agrees that if he leaves the City's employ before expiration of the one (1) year period, he will have deducted from his final pay an amount of one-twelfth (1/12) of the educational reimbursement for each month or portion thereof lacking the one (1) year requirement. Reimbursement for educational courses in the Flint Fire Department under this Article by the City of Flint, shall not exceed the sum of \$4,000.00 in any one (1) calendar year. If application for such reimbursement exceeds the maximum limit, the reimbursement shall be made pro-rata among those who have successfully completed approved courses.

ARTICLE 30
REQUEST FOR LEAVE

Any Employee, whether on regular or part time status, may request a leave of absence. All requests must be in writing on the form provided by the Employer for that purpose.

The department head must make some recommendation concerning the request for leave of absence of Employees in the space provided on the form "Request for Leave of Absence".

Request for leave of absence should be filed in writing prior to the beginning of the period of leave, but if this is impossible because of emergency conditions which arise, notification to the department by telephone may be made and the request for leave filed immediately upon the Employee's return to duty.

Any absence of an Employee from duty that is not authorized by a specific grant of leave of absence shall be deemed to be an absence without leave. A 24 hour Employee who is absent two (2) or more consecutive duty days and an 8 hour Employee who is absent three (3) or more consecutive scheduled working days without an authorized leave shall be deemed to have resigned and his name shall be removed from the payroll record.

ARTICLE 31
MILITARY SERVICE

Section 1. ARMED SERVICES.

An Employee who has been in the armed forces of the United States and who is released or discharged from such duties under honorable conditions, makes application for re-employment within ninety (90) days after he is released from military duties or from hospitalization continuing after discharge for a period of not more than one (1) year, shall, upon reinstatement, and after completing the probationary period when applicable, be given credit for annual leave accumulation for the time spent in the armed services as though the time spent in the armed services had been spent in the employ of the City of Flint.

Section 2. RETURNED VETERANS.

Returned veterans, except probationary Employees, who have been in the armed services of the United States, under military leave from the City of Flint shall, for the purpose of

compensation and step increases, be given credit for the time served in said armed service the same as though the said time was served in the employ of the City of Flint, subject to limitations prescribed by law.

Section 3. SICK LEAVE, VETERANS.

Employees who have been in the armed services of the United States, under military leave from the City of Flint, shall, upon reinstatement to City employment, be given sick leave for time spent in the armed services, the same as though the time spent in the armed services had been spent in the employ of the City of Flint, which sick leave shall be added to any sick leave they had prior to entering the armed services.

Section 4. PROBATIONARY EMPLOYEES, VETERANS.

Employees who had been in the armed services of the United States, under military leave from the City of Flint, shall be required to complete their probationary period the same as though they had not been in the armed services, and shall be subject to the same rules and regulations as ordinary probationers. They shall, however, upon completion of the probationary period, for the purpose of compensation and step increases be given credit for the time served in said armed service, effective, however, as of the date they acquire status as regular Employees and not as of the date of reinstatement as probationary Employees. The rate paid such probationary Employees during the probationary period shall be Step 1 or Step 2, whichever is applicable at the time of reinstatement.

ARTICLE 32
MILITARY RESERVE LEAVE - COMPENSATION

Whenever an Employee who is a member of the National Guard, Naval Reserve, Army Reserve, Marines Reserve, Air Force Reserve or Coast Guard Reserve is called to active duty as part of an activated reserve unit, he shall make a written request for military reserve leave to his department head. Such request shall be made in advance of the commencement of such leave, and to the extent possible, a minimum of five (5) work days prior thereto. This request will include the date the leave will commence and the date of return from leave, if known. Upon receipt of a proper request, the department head shall authorize the Employee to be on military reserve leave.

When the period of such uninterrupted military reserve is one (1) calendar week or more, to a maximum of three calendar weeks in any twenty-six payroll periods, the Employee will be paid, as military reserve leave pay, the difference between his straight time hourly rate for the hours he would have been regularly scheduled to work during said period and the total pay and allowance of the State of Michigan or other governmental authority for time spent on military reserve leave. In no event shall the total period of payment exceed three (3) calendar weeks in any twenty-six (26) payroll periods, nor shall military reserve leave pay be paid to an employee who is on military reserve leave for any period of less than one (1) calendar week duration. Any military reserve leave not subject to payment by the City as stated herein shall be granted without pay.

Upon return from military reserve leave, and prior to any payment of military reserve leave pay authorized herein, the Employee shall furnish his department head with a letter from his commanding officer showing the period the Employee was on active duty as part of an activated reserve unit, and the total pay and allowances made to the Employee by the State of Michigan or other governmental authority for such service.

ARTICLE 33
SENIORITY

Section 1. DEFINITIONS.

(A) City Seniority.

The Employee's original hire date adjusted for time not paid. City Seniority shall be used for determining step increases in pay, annual leave accrual, probationary status, and pension credits (excluding prior service credits restored).

(B) Departmental Seniority.

Date an Employee joined the Fire Department without regard to time lost without pay, except as specifically provided. Departmental seniority, in the Fire Fighters Series, shall be used for promotion to Apparatus Operator and Second Driver and vacation schedules in station and educational leaves as authorized by this Agreement. For purposes of this section, time spent by an employee in fire alarm dispatcher, mechanic, maintenance or clerk classifications shall not be considered as seniority in the fire fighting series. An Employee's departmental seniority date shall be adjusted for time lost without pay as a result of disciplinary

action, but for all other time lost without pay, said departmental seniority date shall be adjusted only after the accumulated time lost without pay totals 15 days. At such time as time lost without pay totals 15 days, said departmental seniority shall be adjusted for all time not paid and all subsequent time not paid.

(C) Classification Seniority.

The date Employee was permanently appointed to his present job classification adjusted for time not paid.

Classification seniority shall be used for layoffs and provisional appointments. Classification seniority shall be used for shift preference for 911 Center Employees.

(D) Ties.

Any ties in the above seniority dates shall be resolved by reference to the Personnel Rules which decide ties for promotional purposes.

(E) General.

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

Section 2. COMPUTATION.

Service credits shall not be credited for time not paid, except under the following conditions:

(a) Military reserve and Union business leaves;

(b) While receiving benefits under the Workers' Disability Compensation statute and not on lay off.

Service credits will be earned for straight time hours paid from and after the date of last hire, at the following rate: .1755 service credits per straight time hour paid for an Employee working a 40 hour work week; .1393 service credits per straight time hour paid for an employee working an average work week of 50.4 hours. The total service credits earned by an Employee within a twelve month period shall not exceed 365 (366 in "leap years").

Seniority standing to an employee's credit on the last day preceding the commencement of the first payroll period

beginning after the effective date of this agreement will be converted to service credits as follows:

Credit with 365 service credits each year service (366 in "leap years")

Credit with 30.42 service credits each month service.
Credit with 1.0 service credit each calendar day.

Section 3. LOSS OF SENIORITY - TERMINATION.

An Employee shall lose his seniority for the following reasons:

(A) He quits or retires.

(B) He is discharged and the discharge is not reversed through the procedures set forth in this Agreement.

(C) He fails to report for work within five (5) days from the date of the mailing or telegraphing 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 City seniority.

(E) A 24 hour Employee is absent for any two (2) consecutive 24 hour working days without properly notifying the Employer. An eight (8) hour 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 proofs of his inability to give such notice.

ARTICLE 34
LAYOFF AND RECALL

Section 1. PROCEDURE.

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

- A. Provisional Employees within the effective classification within the department will be laid off first.
- B. Probationary Employees within the effective classification within the department will be laid off next.
- C. Thereafter, permanent Employees within the effective classification within the department will be laid off according to classification seniority and, for those Employees who have been reduced from a higher classification as a result of layoff, "add-on" classification seniority (as defined in sub-section E of this section) shall apply.
- D. When an Employee is removed from the classification within his department as a result of layoff, he/she may be allowed to bump into the next lower related rank classification within the department or into a classification he/she previously held within the department based upon his/her classification seniority within that classification.
- E. For purposes of this section, in determining the seniority of an Employee that has been reduced from a higher classification as a result of layoff, he/she shall receive "add-on" classification seniority which shall be defined as the length of continuous employment from the Employee's last date of promotion into the classification to which the Employee is bumped downward to and including continuous employment in any higher classification. Said Employee shall receive the wage rate of the applicable wage grade within the classification assumed.

Section 2. NOTICE.

The City will give 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 layoff. In accordance with Article 33, Seniority, Section 3(C),

failure to report to work within five (5) days will be considered a voluntary quit.

ARTICLE 35
PROVISIONAL APPOINTMENTS

Section 1. PROVISIONAL APPOINTMENTS - EXISTING ELIGIBILITY LIST.

When a vacancy occurs and an eligible list exists for the classification in which the vacancy occurs, but appointment from said eligible list has been halted by court action or action by another legal authoritative body, then said vacancy shall be filled by provisional appointment of that person standing highest on the eligible list under challenge and shall continue until appointment may legally be made from said eligible list, or until such time as a revised or new eligible list is established, if such is required by the court or other legal authoritative body.

Section 2. PROVISIONAL APPOINTMENTS - NO ELIGIBILITY LIST IN EXISTENCE.

When a vacancy occurs and there is no eligible list in existence for the classification in which the vacancy occurs, that person of greatest classification seniority in the classification which provides a natural preparation for the higher classification shall be promoted to said vacancy within fourteen (14) calendar days of said vacancy on a provisional basis pending the establishment of an eligible list of the classification with certification and appointment therefrom.

Section 3. PROVISIONAL APPOINTMENT TO FILL TEMPORARY VACANCY.

When a temporary vacancy occurs due to the absence of a regular Employee, a determination will be made by the Chief as to whether or not the vacancy will be filled during the period of such absence. In the event a determination is made to fill said temporary vacancy, a provisional appointment shall be made in accordance with Section 1 or Section 2 above, whichever is applicable.

Section 4. PROBATIONARY PERIOD.

The period of time served on a provisional basis shall not be counted toward the probationary period required nor toward the qualification for competing in the promotional examination for the next higher classification in the series.

Section 5.

Notwithstanding the provisions of the preceding paragraphs, the decision as to whether or not a position is to be filled is reserved to management, and a decision not to fill a vacancy occurring in the bargaining unit shall not be subject to review.

ARTICLE 36
CIVIL SERVICE

Subject to Article 59, Promotions, Section 9-303 of the 1975 Flint City Charter shall apply in all Civil Service related matters.

ARTICLE 37
PERSONNEL EXAMINATIONS

Employees request time off for the purpose of taking any examination to be administered by the City of Flint Personnel Department shall be permitted to take a maximum of two (2) examinations per year without being charged for time lost.

An examination shall include both the written and oral portions of a single examination procedure, but not to exceed two (2) days for one (1) exam. 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.

Employees requesting permission to take more than two (2) examinations during a calendar year, may be given extra time off in lieu of annual leave or on a make-up time basis if approved by the department head.

ARTICLE 38
GRIEVANCE PROCEDURE

Section 1. GENERAL.

A. Except as otherwise provided in this Agreement, the grievance procedure shall serve as the exclusive means for the settlement of a dispute arising under a specific Article and Section of this Agreement, or (subject to Article 39, Work Rules) a violation of a past practice or department rules provided that on matters involving suspensions of 29 days or longer and discharges, an Employee may elect to either process a grievance in accordance

with this Article or submit the matter directly to the Civil Service Commission, provided it is understood that whichever avenue is elected will bar proceedings or relief under the other avenue. All other disputes or grievances involving questions of contract interpretation of specific provisions of this Agreement shall be processed under this Article as the exclusive remedy and shall not be subject to appeal to the Civil Service Commission. If any such grievance arises during the term of this Agreement, such grievance may be submitted to the following grievance procedure as outlined in Section 2 of this Article.

The election of remedies between the Grievance Procedure and the Civil Service Commission shall take place upon filing by the Union of a Civil Service appeal, or upon initiation by the Union of Step 2 of the Grievance Procedure, whichever first occurs.

B. A grievance is an alleged violation of a specific Article or Section of this Agreement involving application or enforcement of that Article or Section, or (subject to Article 39, Work Rules) a violation of a past practice or department rule.

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

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

E. No claim for wages shall be valid for more than forty-five (45) calendar days retroactively from the date the grievance is first presented in writing at Step 2.

F. All claims for back wages shall be limited to the amount of wages that the Employee would otherwise have earned at his regular rate of pay, less any unemployment not refunded to the State of Michigan or other compensation that he may have received from any source during the period of back pay.

G. The determination of a grievance which affects other Employees in a like manner, and who have been identified by name as Grievants in the initial written grievance, shall be applied to such other Employees in the same manner as the aggrieved Employee.

H. Grievances shall be submitted at Step 1 of the Grievance Procedure within twenty (20) days of the event giving rise to the grievance.

I. Failure of the Union to proceed with the grievance to the next following step in the grievance procedure within the time limits specified, shall be deemed acceptance of the determination made by the City on the grievance. Nothing in this Grievance Procedure shall affect the rights of Veterans to a Veterans preference hearing provided that such a veteran's preference hearing shall not affect the time limits set forth in this article.

Section 2. PROCEDURE.

Step 1. The aggrieved Employee shall notify his immediate supervisor that he is aggrieved. The immediate supervisor shall call a Union steward and the Battalion Chief or Bureau Supervisor or the 911 Administrator if it involves the 911 Center, and shall arrange a meeting to orally discuss the grievance among the aggrieved Employee, his Union steward, the immediate supervisor, and Battalion Chief or Bureau Supervisor or the 911 Administrator, if it involves the 911 Center. Such meeting shall be held as soon as practical but in no event more than three (3) days after the supervisor is notified of the grievance.

A grievance resolution at Step 1 shall be subject to written approval by the department head. On the day of such tentative resolution, the parties to the meeting shall reduce to writing the facts giving rise to the grievance, the name of the involved Employee(s), the recommended final resolution of the grievance, the Article(s) of the Agreement relied upon for settlement, and the parties shall sign the written resolution. The written tentative resolution shall then be presented to the department head by the next day. Within three (3) days, the department head and the Director of Labor Relations, or his/her designee, shall approve or disapprove the tentative grievance resolution in writing directed to those who signed or should have signed the tentative grievance resolution. If the grievance resolution is disapproved, the department head shall state why.

Failure of the department head and/or the Director of Labor Relations to approve or disapprove the grievance resolution within three (3) days shall be deemed disapproval.

A grievance resolution shall be in effect until it is disapproved.

Step 2. If the Step 1 meeting did not satisfactorily resolve the grievance, or if no Step 1 meeting was held within the three (3) days as required, the Employee and/or the Union shall submit the grievance in writing on a form provided by the Union to

the department head within ten (10) days of when the meeting should have been held, or, if a grievance resolution in Step 1 was disapproved, within ten (10) work days of disapproval. The written grievance shall: state the facts giving rise to the grievance; state the names of the Employees involved; identify all of the provisions of this agreement alleged to be violated by appropriate reference; state the contentions of the Employee and of the Union with respect to these provisions; indicate all relief requested; identify the date and name of the immediate supervisor to whom the grievance was presented by the Employee at Step 1; identify the date and persons present at the Step 1 meeting; and, be dated and signed by the aggrieved Employee(s).

The Union and the department head (and/or the department head's designee) shall meet to discuss resolution of the grievance within ten (10) days of its filing at the second step. The department head shall answer the grievance in writing within ten (10) days following this second step grievance meeting. Should the Union and the Chief and/or the 911 Administrator, if it involves the 911 Center, resolve the grievance, such resolution shall be subject to written approval by the Director of Labor Relations or his/her designee. On the day of such tentative resolution, the parties shall reduce to writing the facts giving rise to the grievance, the name of the involved Employee(s), the recommended final resolution of the grievance, the Article(s) of the Agreement relied upon for settlement, and the parties shall sign the written resolution. The written tentative resolution shall then be presented to the Director of Labor Relations or his/her designee within two (2) days. Within three (3) days the Director of Labor Relations or his/her designee shall approve or disapprove the tentative grievance resolution in writing directed to those who signed or should have signed the tentative grievance resolution. If the grievance resolution is disapproved, the Director of Labor Relations or his/her designee shall state why.

Failure of the Director of Labor Relations or his/her designee to approve or disapprove the grievance resolution within three (3) days shall be deemed disapproval.

Step 3. If the grievance is not resolved at Step 2, the Union shall present the grievance to the Director of Labor Relations within five (5) days after receipt of the answer from the department head, or, if the department head fails to submit his answer within the prescribed time limits in Step 2, within ten (10) days after the due date of the department head's answer. The grievance to the Director of Labor Relations shall contain a copy of the original grievance, the department head's answer and any tentative resolution disapproval. The Director of Labor Relations

shall answer the grievance in writing within five (5) days. The Director of Labor Relations 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 date.

Step 4. If the grievance is not resolved at Step 3 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 Union President as the case may be. Such notice shall be presented within ten (10) days after receipt of the Director of Labor Relations' answer in Step 3, or, if the Director of Labor Relations fails to submit his answer within the prescribed time limits in Step 3, within fifteen (15) days after the due date of the Director of Labor Relations' answer.

Such 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) and the City.

Within five (5) days of receipt of the notice of arbitration, the Union President or his designee and the Director of Labor Relations or his/her designee shall try to mutually agree to an arbitrator. If an agreement is not reached by the parties, the services of the Federal Mediation and Conciliation Service will be utilized in the following manner: A list of at least seven (7) arbitrators will be requested from FMCS. If an arbitrator is not mutually agreed to from such list within ten (10) working days from receipt of such list, FMCS will be requested to submit a second list of at least seven (7) arbitrators. In the event an arbitrator is not mutually agreed to from such second list, the Union and the City shall alternate in striking of names from such second list until the name of only one (1) arbitrator remains, and the last remaining arbitrator shall hear the case unless either party can substantiate in detail why that arbitrator should not handle the case.

After an arbitrator has been selected, the following Arbitration Rules shall apply:

Arbitration Rules

1. Disclosure By Arbitrator Of Disqualification. Prior to his accepting his appointment, the prospective neutral Arbitrator shall disclose any circumstances likely to create a presumption of bias or which he believes might disqualify him as an impartial Arbitrator. Upon receipt of such information, the Arbitrator shall immediately disclose it to the parties. If either party declines to waive the presumptive disqualification, the parties shall request a (new) second list of arbitrators from FMCS.

2. Except as otherwise set forth within this collective bargaining agreement, arbitrations will be conducted in accordance with the rules and regulations of the American Arbitration Association.

3. Representation by Counsel. Any party may be represented at the hearing by counsel and/or by other authorized representative.

4. Adjournments. The Arbitrator for good cause shown may adjourn the hearing upon the request of a party or upon his own initiative, and shall adjourn when all the parties agree thereto.

5. Order of Proceedings. A hearing shall be opened by the recording of the place, time and date of hearing, the presence of the Arbitrator and parties, and counsel, if any, and the receipt by the Arbitrator of the Demand and Answer, if any, or the Submission.

Exhibits, when offered by either party, may be received in evidence by the Arbitrator. The names and addresses of all witnesses and exhibits in order received shall be made a part of the record.

The Arbitrator may, in his discretion, vary the normal procedure under which the initiating party first presents his claim, but in any case shall afford full and equal opportunity to all parties for presentation of relevant proofs.

6. Arbitration In The Absence Of A Party. Unless the law provides to the contrary, the arbitration may proceed in the absence of any party who, after due notice, fails to be present or fails to obtain an adjournment. An award shall not be made solely on the default of a party. The Arbitrator shall require the other party to submit such evidence as he may require for the making of an award.

7. Inspection. Whenever the Arbitrator deems it necessary, he may make an inspection in connection with the subject

matter of the dispute after written notice to the parties who may, if they so desire, be present at such inspection.

8. Waiver of Rules. Any party who proceeds with the arbitration after knowledge that any provision or requirement of these Rules has not been complied with and who fails to state his objection thereto in writing, shall be deemed to have waived his right to object.

9. Time of Award. The award shall be rendered promptly by the Arbitrator and, unless otherwise agreed by the parties, or specified by law, not later than thirty (30) days from the date of closing the hearings, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the Arbitrator.

10. Form Of Award. The award shall be in writing and shall be signed by the neutral Arbitrator. The parties shall advise the Arbitrator whenever they do not require the Arbitrator to accompany the award with an opinion.

11. Delivery Of Award To Parties. The parties shall accept as legal delivery of the award the placing of the award or a true copy thereof in the mail by the Arbitrator addressed to such party at his last known address or personal service of the award, or the filing of the award in any manner which may be prescribed by law.

12. Stenographic Record. Any party may request a stenographic record by making arrangements for same through the Arbitrator.

13. Closing Of Hearings. The Arbitrator shall inquire of all parties whether they have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, the Arbitrator shall declare the hearings closed and a minute thereof shall be recorded. If briefs or other documents are to be filed, the hearings shall be declared closed as of the final date set by the Arbitrator for filing. The time limit within which the Arbitrator is required to make his award shall commence to run, in the absence of other agreement by the parties, upon the closing of the hearing.

14. Reopening Of Hearings. The hearings may be reopened by the Arbitrator on his own motion, or on the motion of either party, for good cause shown, at any time before the award is made, but if the reopening of the hearing would prevent the making of the award within the specific time agreed upon by the parties in the

contract out of which the controversy has arisen, the matter may not be reopened, unless both parties agree upon the extension of such time limit. When no specific date is fixed in the contract, the Arbitrator may reopen the hearings, and the Arbitrator shall have thirty (30) days from the closing of the reopened hearings within which to make an award.

Section 3. JURISDICTION AND POWER OF ARBITRATOR.

If either party shall claim before the Arbitrator that a particular grievance fails to meet the test 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.

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 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 aggrieved Employee, and two (2) Union officials who are members of the classified service employed by the City, and two (2) witnesses who are members of the classified service, employed by the City, for time spent in arbitration, if that time is during the Employee's regularly scheduled work hours shall be paid by the City. In no event will overtime be paid for such appearances.

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 Employer or Employees involved, and the City.

ARTICLE 39
WORK RULES

All future work rules or changes in existing rules shall be subject to negotiation before becoming effective. In the event mutual agreement cannot be reached, either the City or the Union may invoke the Grievance and Arbitration Procedure as provided in this contract with the final decision of such procedure being final. Provided, that the Grievance Arbitration Umpire shall have authority to change language in a proposed rule or amendment. New rules or changes in existing rules shall not become effective until they have been agreed upon by the City and the Union, or an affirmative decision has been reached through the Grievance and Arbitration Procedure.

In addition, when existing rules are changed or new rules are established as provided above, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive days before they become effective.

ARTICLE 40
ADDRESS AND PHONE NUMBER

Section 1. All Employees shall, within thirty (30) days of ratification of this Agreement, file with the Chief of the Fire Department their current permanent residence address and phone number. Forms for said purpose shall be provided by the City.

Section 2. An Employee changing his place of permanent residence and/or telephone number shall, within seven (7) days make such change(s) known to his immediate supervisor on a form provided by the City for such purpose. The Employee's address and/or telephone number as it appears on the City's record shall be conclusive when used in connection with layoff, recall, or other notices to the Employee.

Section 3. The residence address and telephone number of Employees shall be held in strict confidence and will not be released to anyone except Administrative officers of the City

without the permission of the Employee, and then only by the Chief or his designee.

ARTICLE 41
UNIFORMS AND PROTECTIVE CLOTHING

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

The City shall provide uniforms, cleaning of uniforms, and maintenance of uniforms up to a maximum of \$64,350.00 for the entire Fire Department per year for fiscal years 1997-1998, 1998-1999, and 1999-2000. This amount is to be used for uniforms only, and shall not be construed so as to include protective clothing or protective devices.

Uniform distribution and cleaning will be open to review by either the President of Local 352 Fire Fighters or the Chief of the Flint Fire Department at any time during the duration of this contract. The distribution of uniforms shall be neither arbitrary nor capricious.

ARTICLE 42
EMERGENCY MEDICAL TECHNICIAN TRAINING

As a condition of employment, all 50.4 hour employees must maintain an emergency medical license (e.g., Paramedic, EMT or First Responder) from the State of Michigan. The employer shall be responsible for providing the classes, license fees and continuing education necessary to maintain those licenses.

All employees shall be required to work as a Paramedic or EMT until they have ten (10) years of departmental seniority. However, the 65 employees with the least seniority shall be required to perform as a Paramedic or EMT, regardless of the above.

Employees hired after July 27, 1995, shall, as a condition of employment, maintain a Paramedic or EMT license.

Employees hired before July 27, 1995, shall, as a condition of employment maintain a Paramedic, EMT or First Responder license.

In the event employees are required to re-license as an EMT to meet the minimum requirement of 65 EMTs, such employees will

be notified and the Department will arrange for training. Such employees will be treated on the same basis as set forth above.

Any fire fighter who fails to qualify for and/or secure a license from the State of Michigan following a second attempt shall be on a leave of absence without pay or benefits for a maximum of one (1) year, or until such fire fighter is able to secure a State license. Any fire fighter who secures a State license during this period shall be returned to the first available position in his classification, seniority permitting. Any fire fighter who has not qualified and/or secured an EMT license from the State of Michigan shall, after expiration of the leave, be a "voluntary quit" from his position without further recourse or benefit.

The number of Employees to be allowed to participate in any course or the testing procedure at any one time is left to the sole discretion of the Chief of the Fire Department, taking into account manpower requirements and budgetary considerations.

Any sum paid for tuition under this Article shall not be used in any manner in regards to the Article entitled "Educational Leave."

The Fire Department has, and will continue to provide, at no cost to the employee, continuing education classes to employees. The Fire Department will attempt to offer every required (those classes mandated for the renewal of the employee's "medical" license) continuing education class to each shift at least once every eighteen (18) months.

Six (6) months prior to the expiration of the employee's "medical" license, the employee will inform the Fire Department what required classes, if any, the employee is lacking which were not offered by the Department during the prior eighteen (18) month period.

Following such notification to the Department, the Department will either schedule and provide such required training classes to the affected employee(s) by providing such class during the employee's normal work schedule or, if the Fire Department determines that such class cannot be scheduled, by releasing the employee, without loss of pay or benefits from his regular scheduled work shift to the extent necessary, to allow the employee to attend such required class. The Fire Department will approve which alternate class, if more than one is available, the employee is to attend and will reimburse the employee for the tuition cost upon proof of successful completion.

The Fire Department will, on a monthly basis, post tentative schedules for continuing education classes. These schedules shall list both required and elective continuing education classes the Department intends to conduct on specific dates over each subsequent two (2) month period.

ARTICLE 43
PARAMEDICS

Section 1. GENERAL.

The number of employees allowed to participate in the Paramedic Program, as well as any course or the testing procedure at any one time is left to the discretion of the Fire Chief.

Section 2. SELECTION PROCEDURE.

Applicants for Paramedic Training shall be selected on the basis of the results of testing for basic EMT knowledge, an evaluation of job performance and the operational needs of the department.

Section 3. MAINTAINING A PARAMEDIC LICENSE

If at the date of hire the employee holds a valid "State of Michigan Paramedic License" or, after employment with the department the employee is enrolled at the expense of the Flint Fire Department and obtains a Paramedic license, the employee(s) shall be required to maintain as a condition of employment to work as a Paramedic as long as they are obligated to be an EMT according to Article 42, "Emergency Medical Technician Training".

If the employee elects to continue in the Paramedic program after the initial mandatory period, it will be for a one (1) year extension for each occasion.

New hires with a Paramedic license or employees who enroll, at the expense of the Flint Fire Department, and obtain a Paramedic license will maintain that license as a condition of employment.

Section 4. TRAINING.

A. Initial Training

The Employee will be released, without loss of pay or benefits, from his regularly scheduled work shift to the extent

necessary to participate in the training program. The Administration and Union will meet and agree upon a work schedule before each new program.

B. Continuing Education

The City will be responsible for offering all classes needed to maintain a Paramedic license including ACLS certification. If the City fails to offer a necessary class, then the City shall schedule the Paramedic to take said class and the City shall pay the Paramedic overtime for those portions of the class conducted while the Paramedic is not scheduled to work.

C. The City shall pay the costs of all required and approved course work under Section A and B, above, and the costs of the license and renewal license and all books and related course materials.

Should the employee fail to obtain the initial Paramedic license, the employee will take the re-tests at the first available opportunities.

If the employee fails to secure the license or renewal license during this period, he shall reimburse the City of Flint for the cost of tuition, books and related course materials.

Section 5. During the initial thirty (30) days under the initial training program under Section 4A, above, the employee may voluntarily resign from the program with no obligation under Section 4C, above.

Section 6. Paramedics will be called in for overtime assignments to fill the staffing requirements of the Paramedics Program, provided that no on-duty Paramedics are available.

Section 7. Paramedics will be paid \$50.00 a day when working as a paramedic.

Section 8. Committed Paramedics will receive a \$2,000 participating allowance to be paid each year within the first two (2) weeks of November committing them for the following year.

Section 9. Committed Paramedics:

- A. Those paramedics who are part of the department's required EMS personnel; and
- B. Are in the Paramedic Program; or

- C. Have renewed their Paramedic license and received the \$2,000.00 participating allowance; or
- D. Who are operating as Paramedic in a rotation and have not submitted a letter stating they are not committed (these letters must be submitted sixty (60) days before taking effect.

Section 10. Non-committed Paramedics:

- A. Paramedics who remain part of the department's required EMS personnel and upon completion of the initial mandatory obligation of the Department's Paramedic Program and have not recommitted.
- B. Required continuing education credits will apply per Section 4, Part B, of the Union contract.

Section 11. Non-Committed Paramedic Responsibilities

- A. The City will only assign non-committed paramedics such paramedic duties when:
 - 1. In the case of an extreme emergency.
 - 2. When a paramedic is needed on O.T. and all committed Paramedics have refused O.T. or were not available, a non-committed paramedic may volunteer to function as a paramedic on O.T.
 - 3. A non-committed Paramedic may volunteer to function as a paramedic on his or her regular duty day.
 - 4. Non-committed paramedics will be treated as EMT's except as otherwise provided.

Section 12. Numbers of Paramedic Units:

- A. The City will not operate a second paramedic unit on a daily basis unless there are a minimum of eleven (11) committed paramedics.
- B. The City will not operate a third paramedic unit on a daily basis unless there are a minimum of eighteen (18) committed paramedics.
- C. The City will not operate a fourth paramedic unit on a daily basis unless there are a minimum of twenty-four

(24) committed paramedics. (i.e., Special Events, applicable to A,B, and C).

- D. When there are more than thirty-six (36) committed paramedics, the City may, if it decides, operate more than four (4) paramedic units.

Section 13. EMS Driver Positions/Responsibilities:

- A. EMS driving positions will be assigned daily.
- B. Driver assignments for EMT's will continue to be made according to the most senior person assigned to the unit on a given day. Management may assign a lower seniority EMT to drive an Alpha unit in lieu of a more senior paramedic, in which case, the EMT will receive a \$15 stipend per day assigned, to be pro-rated for assignments of less than a full day.
- C. A Paramedic may drive and assign a lower seniority EMT to care for the patient while transporting BLS.
- D. Drivers will be responsible for the rig to which they are assigned (cleaning, stocking, general maintenance, care of equipment, reporting of needed repairs and driving), in accordance with the State of Michigan Department of Consumer & Industry Services and the Genesee County Medical Control Authority protocols and the rules and regulations of the Flint Fire Department. It is expected that some of the duties of the EMT's and the Paramedics will overlap. EMS personnel will work to assist each other in their respective duties. Employees responsible for patient care (i.e., rides in the back of the ambulance) are responsible for patient run reports. Paramedics are responsible for their ALS/advanced equipment and supplies.

Section 14. Manning of Alpha Units:

Alpha units will be manned with one (1) EMT and one (1) Paramedic or as otherwise provided. If only one (1) EMT or one (1) Paramedic is scheduled at an Alpha Station, he or she will not be allowed to travel.

Section 15. Station and Driving Assignments:

- A. Committed paramedics may be assigned to a basic unit in the following situations:

1. They are working overtime.
 2. They are trading time with an EMT.
 3. Not using the committed Paramedic would necessitate overtime.
- B. Committed paramedics may be assigned to drive an advanced unit (Alpha) in the following situations:
1. They are working overtime.
 2. They are trading time with an EMT.
 3. When they volunteer.
 4. Pursuant to Section 13C.
- C. If an employee is dual classified (e.g. paramedic/2nd driver, or paramedic/apparatus operator), they may be required to perform as a paramedic and may be included in a regular med rotation.

Section 16. Rotation/Overtime:

- A. Each station operating a medical unit (Alpha or Bravo) will have a mandatory rotation of EMS personnel.
1. When on overtime, EMS personnel will ride where and as needed independent of any rotation.
 2. In non-emergency cases where non-officers are to be called in on overtime and there is not a sufficient number of committed Paramedics on duty, the department will first attempt to call in committed Paramedics to meet the paramedic operational needs.

Section 17.

Any employee no required to maintain an EMT or Advanced EMT license who chooses to remain in the EMS program will not be counted in the mandatory 65 number.

Section 18.

Employees may volunteer to ride an EMS unit even though they are out of the mandatory 65, if they have the proper license.

Section 19.

The City shall have the unlimited right to determine whether or not to have one paramedic unit, two paramedic units, or no paramedic unit in service, on a daily basis.

ARTICLE 44
ON THE JOB INJURY

When an Employee of the City of Flint suffers an injury or disease, the result of which entitles him to compensation as provided by the Workers' Compensation Statute of the State of Michigan, the following procedure shall be followed:

(a) An investigation of the circumstances will be made by the Safety Committee of the City of Flint, which Committee will report to the Director of Labor Relations regarding the circumstances, and said Committee shall be authorized for recommend immediate payment of the difference between compensation benefits and regular wages. If the Director of Labor Relations approves of this recommendation, the wage difference shall be paid.

(b) Employees injured or taken ill in the line of duty will be referred to the City Physician or to Hurley Hospital as indicated in the best judgment of the supervisor (and depending on the availability of the City Physician). Care will be provided by the City Physician or be referral to another physician in accordance with the judgment to the City Physician. Should the employee elect to receive care at another hospital and under another physician's supervision, responsibility for provision of care will be assumed by the individual unless the emergency is of such severity that it could cause undue suffering and/or loss of life or limb unless immediate provisions are made for care. In such an event, the earliest possible notification (of the City Physician) is required in order that expenses may be assumed by the City.

(c) If an Employee is severely enough injured or ill to require time off from his usual occupation, and it is impossible for the Employee to perform any useful duty, the supervisor will be so informed in writing by the City Physician. This decision is the responsibility of the City Physician, and if made by another physician, it must be concurred in by the City Physician.

(d) If the injury is of a minor nature, and would not preclude the performance of some duty either regular or light in the department, the Employee will be returned to the department with the notation that he can perform regular or light duty and the nature of the light duty will be limited as indicated by the injury.

(e) It will be the determination of the Chief or the supervisor, as to availability of light duty and the Employee assigned as administratively indicated.

Light duty assignments, when made, shall be made consistent with the employee's normal work shift (24-hour day or 8-hour day) from the date the employee is placed on light duty through and including five (5) normal work shifts (including Kelley Days). On the employee's sixth (6th) normal work shift after placement on light duty, the employee shall be placed on an eight hour shift, five day work week (40 hour per week), Monday through Friday, through conclusion of the light duty assignment. The above is not withstanding that said Employee may work a twenty-four hour shift averaging a 50.4 hour work week when performing his normal work assignment. Normal Kelley Days off shall be maintained for all types of light duty assignments.

The Chief shall have the right to assign light duty personnel to work assignments, consistent with the employee's limitations within the department, including in the station(s). Such assignment may be either on a 24 hour shift/50.4 hour week or an 8 hour shift/40 hour week.

An Employee regularly scheduled to work a 50.4 hour work week, who is assigned light duty in accordance with this Article on a 40 hour work week, shall have time worked on light duty assignment treated as time worked on his regular work shift during the first seven (7) calendar days immediately following the date of the initial injury only. Eligibility for payment of night bonus is limited to the first seven (7) calendar days following the initial injury and to employees physically able to perform light duty and assigned and working same. A light duty assignment continuing beyond seven (7) calendar days shall be paid on the basis of a 50.4 work week, but shall not include night bonus.

(f) Employees who have been off duty because of injury, and have recovered sufficiently to be able to return either to full duty or light duty in the department, will be so certified at the time they reach this status physically.

(g) Employees who have been off duty on Workers' Compensation for 90 days will be certified by the City Physician to the Personnel Office and will have Workers' Compensation Department Form No. 110 completed.

(h) The Personnel Office will advise each of these Employees to make an appointment for an examination as to fitness for duty with the City Physician; the City Physician will evaluate

the Employee and those who need an examination will be examined for possible change in status.

(i) When an Employee has been off duty for six (6) months on Workers' Compensation, that employee will be examined with a view toward physical and vocational rehabilitation as well as to his present employment capability.

(j) Upon completion of the evaluation, either by the City Physician, by consultants, and/or by the physical and/or mental rehabilitation services as indicated by the City Physician, the City Physician will inform the Personnel and Finance office of the proposal for action concerning the employee's physical and rehabilitation status. This should include his availability and capability of performing other duties not necessarily in the assigned department and in line with class specifications but his capability of performing any duty with the City. If he is found able to perform some duty for the City, then he will be referred to the Personnel Office for possible placement in a position within his physical capabilities.

(k) If it appears unlikely that the employee will ever be able to return to a gainful occupation in any capacity with the City, the City Physician will certify this individual for possible consideration for physical disability retirement. Normal procedures for disability retirement would than be instituted by the Finance Department.

(l) When an employee has been permanently disabled, totally or partially, for his usual occupation, he shall be informed that no consideration will be given to supplemental pay after this date. Notification will be handled by the Finance Officer.

(m) Supplemental pay shall terminate at such time as the employee returns to his position or receives a disability retirement allowance.

ARTICLE 45
DENTAL INSURANCE

Effective January 1, 1979, the City shall provide for all full time employees, full family coverage, dental insurance as follows: a dental plan comparable to and equal in benefits to the existing so-called UAW-GM Dental Plan, in existence in the Flint area, to reflect the coverage in effect as of the ratification date of the agreement, as set forth in the attached Appendix C.

Such insurance shall begin per terms of the Agreement entered into between the City and the carrier and shall be discontinued on the last day of the premium month in which the employee's services are terminated, e.g., the employee quits, retires, is laid off, is discharged or is otherwise not on the payroll.

ARTICLE 46
HOSPITALIZATION INSURANCE

The City shall provide to each member, full coverage at semi-private rates, Michigan Blue Cross/Shield Medical and Hospitalization Insurance, D45 NM, MVF-2, \$2.00 Prescription Drug Coverage, CC-OPC, IMB, DCCR, ML, Master Medical, Option IV, Income 3. Effective June 8, 1987, the above coverage is modified as follows: Blue Cross/Blue Shield Three Dollar (\$3.00) co-pay with generic drug rider ("prescription drug maximum cost program"); pre-determination of hospital benefits and mandatory second opinion surgery (80-20 co-pay, \$200 deductible (\$100 for hospital services and \$100 for physician services), \$750 individual, \$1,500 family, maximum, if not in compliance, (PRE-200-20, PCES and PCES-II)). For all employees in the bargaining unit on the date of ratification (i.e., January 23, 1991) and all employees going into the bargaining unit thereafter, or retiring from the unit thereafter, the above coverage is modified as follows: change major medical to \$100 per person, \$200 per family deductible with an 80-20 co-pay, and change prescription drug to \$5. Effective May 1, 1995, for all employees in the bargaining unit on May 1, 1995, and all employees going into the bargaining unit after May 1, 1995, or retiring from the unit after May 1, 1995, the above coverage is modified as follows: Master Medical deductible to \$150/\$300 (individual, family) with an 80/20% co-pay, \$1,000 stop loss; also effective May 1, 1995, change MVF-II to MVF-I (semi-private not ward). Effective thirty days after the ratification of this agreement, the above coverage is modified to change the drug co-pay from \$5.00 to \$10.00.

(a) Coverage shall commence per terms of the "New Hire Agreement" entered into between the Employer and the insurance carrier. Effective May 1, 1995, employees electing traditional Blue Cross/Blue Shield coverage as described above shall be required to pay Fifty (\$50.00) Dollars per month toward the cost of said coverage. A payroll deduction shall be authorized by employees electing traditional coverage. Effective the date of ratification by both principal parties, the employee contribution for those electing traditional Blue Cross/Blue Shield coverage shall be determined by deducting \$50.00 from the traditional Blue Cross/Blue Shield rate for active employees and comparing that sum to the HMO rate. There shall be an employee contribution if the HMO rate exceeds the Blue Cross/Blue Shield rate less \$50.00. Effective May 1, 1995, the existing Blue Cross/Blue Shield PPO shall be changed to the Blue Cross/Blue Shield CMM PPO with \$100/\$200 deductibles (individual, family) with an 80%/20% co-pay, \$1,000 stop loss, and a \$5.00 co-pay prescription (generic drug)

rider. Employees who elect this modified PPO coverage will not be required to make any payments toward the cost of said coverage.

(b) Employees and retirees eligible for hospitalization insurance as set forth in (a) above shall have the option of maintaining current coverage or electing a different health care option within ninety (90) days after ratification and thereafter during the normal open enrollment period for active employees each year. This election may be made during the months of April and May. The open enrollment period shall be at least six (6) weeks. Such coverage will be subject to the regulations of the Carrier. The City shall pay for HMO coverage on behalf of an eligible Employee, an amount not to exceed the amount being paid to provide traditional Blue Cross/Blue Shield as provided in the initial paragraph of this article; the Employee shall pay such additional cost by payroll deduction. Effective May 1, 1995, the existing HMO plans shall be modified to require a Five (\$5.00) Dollar drug co-payment and a Ten (\$10.00) Dollar office visit charge.

Such insurance shall provide coverage to the member and all his eligible dependents throughout the course of his employment with the City; such insurance shall be continued by the City following retirement for the retiree and his spouse and eligible dependents under the hospitalization plan, provided however, that:

1. Except for employees who retire between the dates of March 1 - June 30, 1996 with a minimum of twenty (20) years of service or between the dates of March 1 - June 30, 1997 with a minimum of twenty (20) years of service, any employee who retires on or after July 1, 1997, shall be obligated to pay the same monthly cost, if any, for their selection of health care coverage available to active employees as of their date of retirement; i.e., Fifty (\$50.00) per month toward the cost of traditional Blue Cross/Blue Shield retiree coverage or the appropriate contribution for any HMO where the cost of the HMO exceeds the cost of traditional Blue Cross/Blue Shield, until such time as the retiree has a total of thirty (30) years of credited active employment service with the City or a combination of credited active employment service and retirement years which total 30 years. Prior military buy back time counts as credited active employment service for this calculation.
1. Retirees shall apply for Medicare Part A and B when eligible as a condition for receipt of any further

City-provided health insurance. The City will provide the exact full Medicare Supplement Insurance to such eligible employees and the spouses of eligible employees. The City provide health insurance to supplement Medicare to the level enjoyed by the retiree prior to said application. The City shall pay any premium paid by the retiree and retiree's spouse for Medicare coverage through reimbursement each month.

3. Such coverage shall terminate:
 - a. At such time as said retiree and/or spouse and/or eligible dependent shall be covered by any other plan.
 - b. For eligible dependents at such time as a retiree who elected a straight life pension dies. It is understood that no survivorship right for eligible dependents exists unless the retiree selected the survivorship option.
 - c. At such time as the eligible surviving spouse shall remarry.

Such insurance shall begin 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 (including layoff) for other than purposes of retirement or a leave of absence resulting from a job-related injury.

ARTICLE 47
LIFE INSURANCE

The Employer agrees that, for the duration of this Agreement, it will pay the premiums to furnish group life insurance and accidental death and dismemberment insurance for full-time employees in the following amounts:

Employees subject to Act 312 of the Public Acts of 1969, as amended, as identified in Article 2, Section 2, one times the annual salary for a four year Fire Fighter hired prior to June 8, 1987; if this amount is not a \$1,000 multiple, it will be raised to the next \$1,000

multiple; for employees not subject to Act 312 of the Public Acts of 1969, as amended, \$18,000.00.

Effective sixty (60) days after the date the settlement is ratified by both principal parties, 40 hour per week employees shall receive the same life insurance as 50.4 hour 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, e.g., the employee quits, retires, is laid off, is discharged, or is otherwise not on the payroll. For employees who retire as the result of a permanent disability, said insurance shall be continued in force until such time as said retiree shall attain 65 years of age, or until such time as said retiree is no longer totally and permanently disabled, whichever shall first occur, at which time it shall be reduced to \$2,000.00.

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

The Employers agrees that it will pay the premiums and furnish \$2,000.00 of group life insurance for employees hereafter retiring. The group life insurance to be provided employees who retire prior hereto shall be in accordance with any Agreement which may have been in effect at the time of said retirement.

ARTICLE 48
PRIOR MILITARY SERVICE CREDIT
RETIREMENT PURPOSES

Section 1 - July 1, 1997 through Ratification:

Any person hereafter employed as a full time employee, may within sixty (60) days of employment, and not thereafter, 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 any employee 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 fire fighter 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.

Said contribution shall be made in one (1) installment, payable not later than five (5) years from date of election. 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 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.

Effective July 1, 1983, employees may elect to make said payment after the five (5) year period provided above but no later than thirty (30) days following the employee's retirement. Interest shall accrue at a rate of $\frac{3}{4}$ of 1% per month, and shall be compounded annually on the amount due.

Section 2 - Ratification Through Sixty Days after Ratification:

On a one-time basis, and not thereafter, current employees may, in the period commencing with ratification and continuing to and through sixty (60) days after the date of ratification, elect to receive such Retirement credit, for Retirement purpose only, for time served in the armed forces of the United States as otherwise provided in Section 1, above, of this article.

Section 3 - Sixty-One Days after Ratification through Expiration:

Effective, sixty-one (61) days following ratification of this agreement, any employee may 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 any employee 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: Present Actuarial Value of Such Retirement Service Credit As of the Date of the Election.

Said contribution shall be made in one (1) installment, payable not later than thirty (30) days following the employee's retirement. Interest shall accrue at the rate of $\frac{3}{4}$ of 1% per month, and shall be compounded annually on the amount due. No credit shall be granted for any military service for which 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 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.

ARTICLE 49
RETIREMENT

Employees shall receive retirement benefits as described in Appendix "B" attached hereto, together with the additional benefit set forth in Article 48, subject to the following:

Section 1.

(a) Effective July 1, 1997, the multiplier used in computing retirement benefits is 2.6% of the final average compensation for all years, and fraction of a year, of credited service. Employees hired or before January 1, 1978 have the option of electing, in lieu of the 2.6% multiplier, a 2.5% multiplier, with final average compensation being the average of the highest annual compensation paid the employee during any period of two (2) years of credited service contained within the employees five (5)

years of credited service immediately preceding the date the employee's employment with the City last terminates.

(b) Effective January 1, 1995, the Employee contribution rate shall be changed from 6.5% to 6.0% of all earnings. Effective July 1, 1995, the Employee contribution rate shall be changed from 6.0% to 5.5% of all earnings.

(c) Employees with twenty (20) or more years of retirement service credit may retire between the dates of March 1 - June 30, 1996 or March 1 - June 30, 1997 with a voluntary retirement. Employees retiring pursuant to this paragraph must retire within one of the two windows in order to receive a voluntary retirement with less than 23 years of service. Employees retiring within either of the two windows will not be required to pay \$50 per month, pursuant to Article 46, in order to maintain Blue Cross/Blue Shield traditional health insurance coverage during retirement.

(d) For purposes of computing final average compensation, including any applicable sick and annual leave fold-in, an Employee must have completed ninety (90) days of a provisional or permanent promotion in order to be considered to have retired at the pay rate of the position into which the Employee was promoted. An Employee who retires within ninety (90) days of a provisional or permanent promotion will, for purposes of final average computation, including any applicable sick and annual leave fold-in, be considered as if such Employee had not been promoted.

(e) For purposes of final average compensation, any sick leave bonus payments made pursuant to Article 25, Section 3 shall be included as compensation for the second pay period in December of the year in which the bonus is paid.

Section 2. POP-UP OPTION.

Employees, at the time of retirement, and at such time only, may elect to receive pension option "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 be no increased cost to the City or the retirement system.

Section 3. ANNUITY WITHDRAWAL OPTION.

On or before a date to be mutually agreed on between the parties, or within thirty (30) days following permanent appointment, permanent employees 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 by 3.5% of the compensation paid him by the City. A member who has elected this option may at 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 employee's accumulated contributions, the employee shall receive "Regular Interest" on his accumulated contributions. "Regular Interest" shall be defined as in Definition Section of the Retirement Ordinance, i.e., 1 per cent per annum, compounded annually.

Nothing 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 employee contribution rate plus the additional 3.5% contribution required during his employment 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 3.5% 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 and shall not be entitled to a refund of any excess contribution made by him for such option during the period of his entitlement thereto. A new employee who contributes to the retirement system who forgoes the right to the annuity withdrawal

option shall not have his contribution increased by 3.5% 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.

Section 4. ADMINISTRATION OF THE RETIREMENT SYSTEM.

Section 3 of Appendix B shall reopen for negotiations whenever any other Union within the City retirement system negotiates a change in the Retirement Board composition.

Section 5. PENSION PICK UP PLAN.

The City agrees to the institution of a pension "pick-up" plan for employees provided that the Internal Revenue Service approves such a "pick-up"; and provided further that the "pick-up" approved by the Internal Revenue Service will be limited solely to the Fire Fighters. If the Internal Revenue Service does not approve a "pick-up" limited solely to the Fire Fighters, the said "pick-up" will not be applicable. The "pick-up" plan as set forth herein shall be instituted as follows:

(1) The City shall pick up the employee contributions required of Fire Department 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 contribution 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 "pick-up" 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 fire fighter's compensation shall be reduced by the amount of the pension contribution which would otherwise be required of a fire fighter 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 fire fighter employee's compensation for purposes of determining the contribution which would otherwise be required of a fire fighter 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 Fire Fighter employee, and

(2) the Fire Fighter 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 Fire Fighter 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 Fire Fighter employee's gross income until distributed or made available to the Fire Fighter employees.

ARTICLE 50
MISCELLANEOUS MATTERS

Section 1. YOUTH WORK PROGRAM.

Wall washing, window washing and ground maintenance shall, as much as possible, be integrated into the Youth Work Program.

Section 2. FIRE PREVENTION TICKET WRITING.

Employees of the Fire Prevention Bureau shall write tickets for violations of fire lane parking laws.

Section 3. "GRASS RIG".

Employees shall be paid Apparatus Operator's pay for each half hour or portion of each half hour that they are assigned to truck G-1, including the two hour checking time at the beginning of the shift.

Fire Apparatus Mechanics will continue to put on the snow plow and remove it as needed, however, they shall not be responsible for putting on or removing the water pump. Rather this will be performed by 50.4 hour/week personnel assigned to the rig.

Section 4. DUAL POSITION OF FIRE APPARATUS MECHANIC/FIRE APPARATUS SUPERVISOR.

It is hereby agreed by and between the City of Flint and Local 352, IAFF, that effective January 15, 1982, the dual classification position of Fire Apparatus Mechanic/Fire Apparatus Supervisor is created. During any one continuous absence of the Fire Apparatus Supervisor (22A-Q-7), hence the supervisor:

1. The Fire Apparatus Mechanic (19-H-15), hence mechanic, highest on the eligibility list for Fire Apparatus Supervisor, will assume the duties of the Fire Apparatus Supervisor.

2. For those hours actually worked that are equal to or in excess of one normal work shift (eight hours) during which the Fire Apparatus Mechanic assumes the duties of the higher level, he shall be paid at the hourly rate for the higher level as though he were a Fire Apparatus Supervisor.

3. The hours paid in accordance with paragraph 2 above shall be limited to those hours worked on the Fire Apparatus Supervisor's normal work shift.

4. Payment of wages at the higher level shall not affect any other pay or benefit due the Fire Apparatus Mechanic as the result of his assuming supervisory duties.

Section 5. EMS DRIVER ASSIGNMENTS AND PAY.

Effective September 25, 1983, employees on emergency medical units who would be entitled to driver's pay but for the parties' November 15, 1982, Settlement Agreement shall be entitled to such pay. Employees receiving such pay shall be responsible for the vehicle as are other drivers.

Driver Assignments for EMTs or Advanced EMTs will continue to be made according to the most senior person assigned to the unit on a given day. Management may assign a lower seniority EMT to drive an Alpha unit in lieu of a more senior paramedic, however, provided that both the EMT and the more senior paramedic will receive a (fifteen) \$15 stipend per day assigned, to be prorated for assignments of less than a full day. A paramedic who is less senior than the EMT who is driving an Alpha unit will not receive such stipend.

Section 6. RECORD OF COUNSELING.

Records of Counseling shall be removed from the employee's file upon the completion of 18 months of City service from the date of Record of Counseling without any additional Records of Counseling and/or other disciplinary action (oral reprimand, written warning, suspension, discharge). The completion of 18 months of service shall be measured by the accumulation of 547 service credits, of which no more than 60 can be earned while on sick leave.

Section 7. TRAVELING MILEAGE ALLOWANCE.

Effective October 9, 1983, traveling mileage allowance shall be \$.20 per mile.

Section 8. EMERGENCY 911 TERMINAL OPERATORS

Future employees hired as Emergency 911 Terminal Operators must successfully complete a twelve (12) month probationary period.

Section 9. Effective July 1, 1990, the Building and Line Maintainer shall assume the duties of the Building and Line Maintainer Supervisor in the event of the supervisor's absence.

- a. For those hours actually worked that are equal to or in excess of one normal work shift (eight hours) during which the Building and Line Maintainer assumes the duties of the higher level, he shall be paid at the hourly rate for the higher level as though he were a Building and Line Maintainer Supervisor.
- b. The hours paid in accordance with paragraph "a" above shall be limited to those hours worked on the Building and Line Maintainer Supervisor's normal work shift.
- c. Payment of wages at the higher level shall not affect any other pay or benefit due the Building and Line Maintainer as the result of his assuming supervisory duties.

Section 10. Fire Suppression Sergeants assigned by the Department to act as a Lieutenant, i.e., assigned to be in charge of a station, will receive an additional stipend of \$20.00 for each day so assigned up to a maximum payment of four hundred (\$400.00) dollars each year.

ARTICLE 51
PAYMENT IN LIEU OF INSURANCE

The City will pay to eligible employees or eligible retirees under the conditions herein, 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 or retirement check and only those employees who are entitled to a regular pay check or retirement 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 \$100.00 per billing period for any billing period during which hospitalization insurance was not provided for said employee at City expense. Any election by an employee not to be covered by such hospitalization

benefits must be in writing, is to be renewed annually, and is conditioned upon the employee demonstrating hospitalization benefit coverage from another source.

Any employee who is eligible for dental insurance, at City expense, pursuant to the Article "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 52
SAFETY AND HEALTH COMMITTEE

Section 1. A Safety and Health Committee shall be established consisting of two (2) members selected by the Union, and one (1) member selected by the Chief of the Department, the Safety Coordinator, and the Risk Manager to assist the Department in providing safe work areas and equipment for all employees within the Department.

Section 2. The purpose of this committee is to review and recommend reasonable safety measures to protect the employee. While it is recognized that certain risks are inherent in the function and operation of the fire service, it is also recognized to cooperate on safety issues minimizes risks as much as reasonably possible.

Section 3. The Safety and Health Committee may review complaints received by the Chief's Office on hazards, investigate same and make written recommendations to the Chief where warranted. The committee will meet as necessary to review safety rules and regulations of the Department. The committee may inspect equipment and/or facilities as may be determined necessary by the committee upon the Chief's approval.

ARTICLE 53
UNION RIGHTS

Whenever a Fire Department outside the City of Flint is involved in a labor dispute involving the fire fighters, it is agreed by both parties that Flint Fire Department equipment or manpower will not be dispatched to aid such department involved in the labor dispute.

ARTICLE 54
MANAGEMENT RIGHTS

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Employer, or any way abridging or reducing such authority.

This Agreement shall be construed as requiring the Employer to follow its provision in the exercise of the authority conferred upon the Employer by law.

ARTICLE 55
OPTICAL BENEFITS

Effective July 1, 1987, the Employer shall provide regular full time permanent employees, following the successful completion of the required probationary period for new 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.

ARTICLE 56
RESIDENCY

The Department's Rules and Regulations shall continue to apply to all employees hired before June 8, 1987.

Employees hired after June 8, 1987 shall, as a condition of their continued employment, maintain residence within the boundaries of the City of Flint. In consideration for the foregoing change in current residency requirements, the parties to this agreement agree that neither shall alter, attempt to alter, add to or attempt to add to, through negotiation, arbitration or court or administrative action, any provision or practice related to residency requirements for a period of the (10) years following ratification date of this agreement, (i.e., June 8, 1997).

ARTICLE 57
FIRE PREVENTION BUREAU

1. The following classifications are hereby established in Fire Prevention Division at the following annual pay rates:

Fire Prevention Inspector/Sgt.	7/1/86	Sgt. Rate +
\$1000		
Fire Prevention Inspector/Lt.	7/1/86	Lt. Rate +
\$1000		
Fire Arson Captain	7/1/86	Cpt. Rate + \$1000
Fire Marshall		No change

(The July 1, 1986, rates above refer to the annual pay for the aforementioned ranks while serving in 50.4 hour positions following all retroactively effective raises to July 1, 1986).

All of these positions will have or continue to have duties related to fire prevention and arson investigation. Arson investigation will be done by employees certified by the State of Michigan.

These rates will receive the general pay increases thereafter.

2. At the inception of the revised Fire Prevention Bureau (i.e., on or about September 2, 1987), Employees currently in the Fire Prevention Division shall make an election in writing as to whether or not they wish to remain in Fire Prevention.

Employees electing to leave Fire Prevention shall be allowed to go to the first available opening in 50.4 hour division consistent with the employee's rank subject to departmental needs.

Said employees who do wish to return to the 50.4 hour division shall retain all of their promotional opportunities in the 50.4 hour division. Once an employee leaves the Fire Prevention Division, he shall have no rights greater than any other employees who never served in Fire Prevention to any job in the Fire Prevention Division. Employees who choose to remain in the Fire Prevention Division shall be permanently appointed the newly titled rank which is appropriate based on their present classification (e.g., Sgt. to Fire Prev. Insp./Sgt.).

3. Openings in the Fire Prevention Inspector/Sergeant positions will be filled from an eligibility list established for the classification. To be able to compete for the position of Fire Prevention Inspector/Sergeant, an employee must have at least three years seniority as a fire fighter and/or fire fighter EMT. Time spent in a Trainee position shall not apply. A 50.4 hour division Sergeant may compete for the position of Fire Prevention Inspector/Sergeant after one (1) year of service as a 50.4 hour division Sergeant.

4. The filling of the Fire Prevention Inspector/Lieutenant shall be done from an eligibility list established for the position.

For the initial filling only, all employees possessing one year of service as a Fire Sergeant or Fire Prevention/Inspector Sergeant will be eligible to compete. A Fire Lieutenant will also

be allowed to test for the initial filling of the Fire Prevention Inspector/Lieutenant position.

Upon appointment to Fire Prevention Inspector/Lieutenant, the employee shall become certified by the State of Michigan to be a Fire Prevention Inspector. Failure to become trained and certified at the first available opportunity shall be a failure to successfully complete the probationary period, and the employee shall be returned to the classification from which he held. Thereafter to be eligible, an employee must be a Fire Prevention Inspector/Sergeant with at least one year of classification seniority (as a F.P.I./Sgt). and be a Fire Prevention Inspector certified by the State of Michigan.

5. Future openings for the positions of Fire Prevention Inspector Captain and Fire Marshal will be filled from the list established for the classification. To be eligible to compete, the employee must be a State certified Fire Prevention Inspector and must be an officer within the Fire Prevention Division as follows:

- a. To be eligible for Fire Arson Captain, an employee must have 2 or more years of classification seniority in the rank(s) of Fire Prevention Inspector/Sergeant and/or Fire Prevention Inspector/Lieutenant.
- b. To be eligible for Fire Marshall, the employee must have 2 or more years of classification seniority in the rank(s) of Fire Prevention Inspector/Lieutenant and/or Fire Arson Captain.

6. Upon permanent appointment to the positions set forth in paragraph 1, the only manner in which any employee may leave the Fire Prevention Division is by voluntary demotion to the last non-officer rank held in the 50.4 hour division, provided that for the initial appointment to Fire Prevention Inspector Lieutenant, only, the individual so appointed may elect during his probationary period to return to the rank from which he came. Thereafter, the employee shall have no rights to any job he held in the Fire Prevention Division. To exercise this option, the employee shall submit a written request to the Chief. This request will be honored as soon as practicable. Provided, however, that a Fire Prevention Inspector Sergeant (F.P.I./Sgt.) may compete on the Fire Suppression Sergeant (50.4 hour division) examination after three (3) years after the date of his/her certification. An FPI Sergeant selected as a Fire Suppression Sergeant must maintain his/her Inspection certification to be eligible to write the Fire Prevention Inspector/Lieutenant examination.

When the employee returns to the 50.4 division, the time spent by him in the Fire Prevention Division shall be included as time worked in computing his seniority in the job classification to which he returns, but shall not be included in determining eligibility for first or second driver or for meeting the minimum entrance requirements for promotion in the 50.4 hour ranks.

7. Hereafter employees permanently appointed to the classifications set forth in Paragraph 1 shall not be eligible to compete on promotional opportunities outside the Fire Prevention Division, except as otherwise specifically provided in this agreement.

8. All eligibility lists set forth in this agreement will be established in the same manner as any other promotional eligibility list prepared through competitive testing by the Personnel Department.

9. For employees currently in the Fire Prevention Division and for future Fire Prevention Inspector/Sergeants and the initial Fire Prevention Inspector/Lieutenant, the opportunity for Fire Prevention Inspector schooling and certification by the State will be available at city expense from volunteers within the Fire Prevention Division. If more employees volunteer than can be accommodated, the most senior employees who have not had such an opportunity shall be accepted. However, the initially appointed Fire Prevention Inspector/Lieutenant shall be given the first available opportunity.

10. As a condition of continued employment, Fire Prevention Officers above the rank of Fire Prevention Inspector/Sergeant shall become and thereafter maintain Fire Prevention Inspector certification by the State of Michigan. Fire Prevention Inspector/Sergeants are not required to become State certified, although they are encouraged to do so. Once certified, they shall maintain their certification. Fire Prevention Inspector/Sergeants not certified shall not be eligible for promotion in the Fire Prevention Bureau.

11. Fire Prevention employees who are State certified Fire Prevention Inspectors shall perform arson investigation. Upon a sufficient number of employees being certified, a standby arrangement will be established and rotated among the qualified employees. Compensation shall be in accordance with the contract.

12. In the future, it is anticipated that there will be a sufficient number of State certified Fire Prevention Inspectors, not including the Fire Marshal, for standby assignment and arson

investigation. At such time the Fire Marshall shall not be placed on the standby rotation, nor shall be called in on overtime unless deemed necessary by the Chief of his designee. The Chief shall advise the Fire Marshal of his removal from the standby arrangement in writing at least 28 calendar days in advance.

13. At the time this agreement is entered, the parties assume that except for the initial appointment to Fire Prevention Inspector/Lieutenant, for all future appointments to Fire Arson Captain and Fire Marshal, that all officers within the Fire Prevention Bureau will have had an opportunity to become State certified to be eligible to compete on promotions. If these employees have not had the opportunity, they shall still be eligible to compete and to be appointed. Upon appointment, such employees will become State certified at the first available opportunity. Failure to do so shall be failure to successfully complete the probationary period and the employee shall be returned to the rank from which he came.

It is also anticipated that employees will have sufficient Fire Prevention Division seniority to be eligible for future promotions. If not, the parties agree to discuss the matter and to arrive at a mutually agreeable solution.

ARTICLE 58
FITNESS FOR DUTY

See attached Appendix D.

ARTICLE 59
PROMOTIONS

Section 1. The Personnel Director or his/her designee will meet with the Union prior to establishing each promotional examination, it being agreed that the promotional selection procedure adopted by the City shall be job-related and shall satisfy the Uniform Guidelines on Employee Selection Procedures, 29 CFR, Sec. 1608, et seq.

Section 2. The parties wish to assure that the obligation of providing for equality of opportunity for all members of the bargaining unit is satisfied. Consistent with the provisions of the Uniform Guidelines on Employee Selection Procedures, future selection procedures shall be constructed to minimize or eliminate adverse racial impact.

Section 3. Changes set forth below shall take effect for each classification upon either the exhaustion or expiration of the existing list for said classification.

A. Passing Score. The passing score on all examinations shall be a raw score of 70% effective upon ratification of the agreement.

B. Seniority Points. All eligible employees attaining a passing score on a promotional examination shall have added to their examination score one point for each year of service in the Flint Fire Department, as of the filing deadline for applying to take said examination. For periods of employment for fractions of a year, one-half point shall be added for less than six months of service and one point for six months or more of service.

C. Classifications within the Fire Fighting Division shall be identified as those positions involved in day-to-day fire fighting activities during the performance of classification responsibilities.

D. Duration of Lists. With the exception of lists for classifications governed by Rule of Three, once a promotional list is established, all individuals on that list will be promoted to the classification for which the test was conducted before individuals from a subsequently-established list can be promoted to said classification. Promotional lists for the following classifications governed by the Rule of Three shall expire after three (3) years: Fire Prevention Captain; Safety Training Officer; Primary Captain/Battalion Chief; Assistant Chief.

E. Seniority Credit. Seniority credit for promotions to any classification within the Fire Fighting Division shall be frozen and shall cease to accumulate for any Employee of the Fire Fighting Division upon completion of the probationary period after acceptance of a transfer to a permanent classification in any other Division within the Department.

F. Minimum Entrance Requirements. Minimum Entrance Requirements for promotional opportunities within either the Fire Suppression or Fire Prevention Divisions of the Department are based upon experience only within the relevant division. For example, Minimum Entrance Requirements for promotional opportunities within the Fire Suppression Division are based upon relevant experience within the Fire Suppression Division.

G. The total number of Employees in the Fire Sergeant and Fire Lieutenant classifications in the Fire Suppression Division shall be reduced to twenty-seven (27) through attrition. The total number of Employees in the Fire Captain classification in the Fire Suppression Division shall be reduced to nine (9) through attrition.

H. Promotions to Fire Sergeant and Fire Lieutenant.

(1). This section shall apply to promotions in both the Fire Suppression and Fire Prevention Divisions.

(2). In order to compete for the classification of Fire Suppression (Prevention) Sergeant, an Employee must have at least five (5) years of seniority in the Fire Suppression (Prevention) Division, in accordance with the following examination schedule:

First examination after ratification of the agreement: five (5) years of seniority in the relevant division by January 1, 1995. Subsequent examinations: five (5) years of seniority in the relevant division by January 1, 1997, and every two (2) years thereafter. If a list is exhausted before the subsequent examination occurs: five (5) years of seniority in the relevant division as of the date of the list's exhaustion.

(3). In order to be promoted to the classification of Fire Sergeant, an Employee must have successfully completed Fire Officer 1 and Fire Officer 2 courses (or fifteen (15) hours of job-related college courses). This paragraph shall not apply to individuals currently holding the rank of Sergeant.

(4). The Employee must attain a passing score on the promotional examination.

(5). Order of placement on the promotional list is based upon a total score consisting of the Employee's passing test score plus the Employee's seniority points. Promotions shall be made in order, beginning with the Employee with the highest total score on the list.

(6). All current Sergeants on the existing eligibility list for Lieutenant will be promoted to Lieutenant upon ratification of the agreement. These Employees' classification seniority shall be based upon their rank on the existing eligibility list. Next, all other current Sergeants with at least one year of classification seniority as Sergeant, shall, upon ratification of the agreement, be promoted to Lieutenant based upon classification seniority. Thereafter, Sergeants will be promoted

to Lieutenant after the completion of one year in grade as Sergeant.

I. Promotions to Captain.

(1). This section shall apply to promotions in both the Fire Suppression and Fire Prevention Divisions.

(2). In order to compete for the classification of Fire Suppression (Prevention) Captain, an Employee must have experience as follows:

For Employees who were promoted to Lieutenant prior to or on the date of ratification of the agreement: One (1) year of seniority as a Lieutenant in the relevant Division.

For Employees who were automatically promoted to Lieutenant after ratification of the agreement: Two (2) years of seniority as a Lieutenant. An exception will be made to the two (2) year requirement where there are not enough candidates.

(3). In order to be promoted to the classification of Fire Captain, an Employee must have successfully completed the Fire Officer 3 course (or thirty (30) hours of job-related college courses).

(4). The Employee must attain a passing score on the written promotional examination and mini-assessment center (weight of each: 50%/50%).

(5). Order of placement on the promotional list is based upon a total score consisting of the Employee's passing test score on the promotional examination and mini-assessment center, plus the Employee's seniority points. Promotions to Fire Suppression Captain shall be made in order, beginning with the Employee with the highest total score on the list. Promotions to Fire Prevention Captain shall be based upon the Rule of Three.

(6) Assessment Centers may be conducted when the number of candidates is less than eight (8). If the number of candidates is eight (8) or more, the Oral Board will be used in place of the Assessment Center.

J. Promotions to Primary Captain/Battalion Chief/Safety Training Officer.

(1). In order to compete for either the classification of Primary Captain/Battalion Chief or Safety Training Officer, an Employee must have experience as follows:

One (1) year of seniority as a Captain. An exception will be made to the two (1) year requirement where there are not enough candidates.

(2). In order to be promoted to either the classification of Primary Captain/Battalion Chief or Safety Training Officer, an Employee must have successfully completed the following:

For individuals holding the rank of Captain upon the date of ratification of the agreement: Successful completion of Fire Officer 1, Fire Officer 2, and Fire Officer 3 courses (or fifteen (15) hours of job-related college courses).

For individuals promoted to the rank of Captain after the date of ratification: Successful completion of Fire Officer 1, Fire Officer 2, and Fire Officer 3 courses and fifteen (15) hours of job-related college courses.

(3). The Employee must attain a passing score on the assessment center examination.

(4). Order of placement on the promotional list is based upon a total score consisting of the Employee's passing assessment center score plus the Employee's seniority points. Promotions to Primary Captain/Battalion Chief or Safety Training Officer shall be based upon the Rule of Three.

(5) Assessment Centers may be conducted when the number of candidates is less than eight (8). If the number of candidates is eight (8) or more, the Oral Board will be used in place of the Assessment Center.

K. Promotions to Assistant Chief.

(1). In order to compete for the classification of Assistant Chief, an Employee must have experience as follows:

One (1) year of seniority as a Battalion Chief, or One (1) year of seniority as a Safety Training Officer, or Two (2) years of seniority as a Primary Captain.

(2). The Employee must attain a passing score on the oral examination (Oral examination counts 100%).

(3). Order of placement on the promotional list is based upon a total score consisting of the Employee's passing oral examination score plus the Employee's seniority points. Promotions to Assistant Chief shall be based upon the Rule of Three.

L. Deadline for Meeting Educational Requirements.

Employees will have three (3) years from the ratification date of this agreement to meet the educational requirements established above for each position. Failure to meet the educational requirements within established time limits will result in demotion of the Employee from whence he came.

M. Tuition Reimbursement for Educational Requirements.

Members taking job related courses which are necessary to meet the educational requirements established above for each position shall be entitled to a tuition reimbursement of up to \$500.00 per year, following submission of proof of successful completion of the course or courses and the amount expended for tuition. Tuition reimbursements made pursuant to this section are not subject to the bargaining unit maximum reimbursement established in Article 29, above. An employee may receive reimbursement under both this section and Article 29, above, if appropriate; however, no employee shall be allowed to receive tuition reimbursements under this section and Article 29 which in sum are greater than his or her total annual expenditure for tuition.

ARTICLE 60
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 or damages, excluding punitive damages, is awarded against an Employee as the result of any civil action for personal injuries

or property damage caused by the Employee while in the course of his employment, and while acting within the scope of his authority, the Employer will indemnify the Employee and will pay, settle, or compromise the judgment. The chief Legal Officer will make the selection of the Attorney or Attorneys to represent the Employee in any particular case, and allow the Employee to object to the selection if he has cause to do so.

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

ARTICLE 61
RECOMMENDED STAFFING LEVELS - 911 CENTER

The recommended staffing levels in the 911 Center shall be as follows:

First Shift

One (1) Supervisor
Three (3) Dispatchers
Two (2) Operators

Second Shift

One (1) Supervisor
Three (3) Dispatchers
Three (3) Operators

Third Shift

One (1) Supervisor
Three (3) Dispatchers
Two (2) Operators

ARTICLE 62
WAIVER CLAUSE

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 the 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 waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred

to or covered by this Agreement and 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 and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 63
SEPARABILITY AND SAVINGS CLAUSE

Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision.

ARTICLE 64
TERMINATION

The terms of this Agreement shall be for a period of three (3) years from and after July 1, 1997.

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

Dated at Flint, Michigan, the _____ day of _____, 2000..

CITY OF FLINT

BY

BY

BY

BY

FLINT FIRE FIGHTERS UNION, LOCAL 352

BY

BY

BY

BY

LETTER OF UNDERSTANDING
INSURANCE PREMIUMS

While the contract refers to the City's obligation to pay premiums to provide certain insurance (to wit- life, hospitalization, dental and optical), in fact the City is self-insured on some of 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 the require the City to pay premiums for insurance contracts as such.

Dated: 2/6/97

FOR THE CITY

FOR THE UNION

Lucian J. Henry
Joseph P. Foust

Michael D. Mooney

LETTER OF UNDERSTANDING
RECLASSIFICATIONS

The parties agree upon the following reclassifications, with all reclassified positions being subject to Act 312, and with the Union maintaining its right to meet and confer on the job descriptions for the new classifications:

1. Fire Marshal will be reclassified as Deputy Chief with a rate to be negotiated by the parties between that of the current Fire Marshall position and Assistant Chief.
2. Assistant Training Officer will be reclassified as Medical Coordinator, with a rate of \$1,200 above the rate currently set for Assistant Fire Training Officer.
3. Training Officer will be reclassified as Safety Training Officer at Occupational Level 5A.
4. First Drivers will be reclassified as Apparatus Operators at Occupational Level 2.
5. Fire Fighters who drive a medical unit will receive a \$15 stipend per day assigned, to be pro-rated for assignments of less than a full day.

Dated: 2/6/97

FOR THE CITY

FOR THE UNION

Lucian J. Henry
Joseph P. Foust

Michael D. Mooney

LETTER OF UNDERSTANDING

It is further the desire of the City and the Union to reduce to writing the mutual understanding of the parties relative to interpretation and/or implementation of the language contained in Article 25 and 26 of the Collective Bargaining Agreement.

1. Absences from work due to an illness as defined in Article 6 shall be charged to sick leave in accordance with Article 25. Such absence shall be determined to be continuing until actual return to the regularly scheduled work shift whether following concurrence by the City physician or as the result of the determination of a third independent physician, except as provided in Section 2 below.

2. In those cases where an employee would not otherwise be required to see the City physician but for having "taken sick leave on six (6) or more occasions within the preceding twelve (12) month period," the following shall apply:

a) At such time as the employee reports to work with a proper proof of illness, if required by the department, he shall no longer be charged for sick leave.

b) The employee may be required to be examined by the City physician while on duty without charge to his sick leave accumulation.

c) If the City physician determines the employee has not sufficiently recovered to perform his normal duties, the employee shall be placed on sick leave effective with such determination.

This agreement shall become effective on the 6th day of January, 1982, and shall expire concurrent with the Labor Agreement.

Dated: July 24, 1984

David E. Hall
For the Union

Thomas Bugbee
For the City

LETTER OF UNDERSTANDING

A. Pursuant to the Contract, the requiring of a proof of illness of an Employee is discretionary by the Department Head or his designee. Such a proof need not be required due only to the number of occasions an Employee has used sick leave. It is implicitly understood that to require one Employee to provide a proof of illness without requiring another Employee who has used sick leave the same number of occasions to provide such proof is not a violation of the contract.

B. Hence, proof of illnesses will be on a form provided by the City, a copy of which is attached, and shall be an integral part of this agreement.

C. Hence, any settlement negotiated by the Union must be approved by the President or Vice President or a representative designated by either for it to be a binding settlement. In no event shall the time limits of grievance procedure be tolled while awaiting the President's or Director of Labor Relation's approval unless mutually agreed and reduced to writing. "Settlement" as used above shall include all future agreements between the Union and the City.

By the same token for such a settlement to be binding upon the City, it must be approved by the Director of Labor Relations.

Dated: July 24, 1984

David E. Hall
For the Union

Thomas Bugbee
For the City

**CITY OF FLINT FIRE DEPARTMENT
PROOF OF ILLNESS/INJURY FORM**

EMPLOYEE'S NAME: _____ CLASSIFICATION: _____ DATE: _____
THE FOLLOWING FORM MUST BE COMPLETED BY A LICENSED PHYSICIAN AND DELIVERED TO THE CITY CLINIC PRIOR TO YOUR RETURNING TO WORK. AN EVALUATION BY THE CITY PHYSICIAN MAY ALSO BE NECESSARY.

DATE: _____ PATIENT'S NAME: _____

The above-named was treated by me from: _____ to _____
for: _____

_____ (Describe nature of illness/injury)

Is the patient on medication that would interfere with a hazardous work assignment? Yes No

It is my opinion that the above patient may return to a normal work assignment on _____
(specific date)

Physician's Signature

Address

SUPPLEMENTAL AGREEMENT

Any Employee for whom hospitalization insurance and/or dental insurance has been provided in accordance with Article 33 and Article 39, respectively, of the collective bargaining agreement between the City of Flint and Flint Fire Fighters Union, Local 352, IAFF (AFL-CIO) and who is laid off for lack of funds, may elect to continue such coverage as a member of the group, for a maximum of six (6) months at his own expense by paying to the Finance Department of the City of Flint, on or before the 10th of the month, the full amount of the premium or premiums for each succeeding billing period following lay off.

This agreement is subject to cancellation by the City upon five days written notice to the Union. Cancellation of this agreement shall result in laid off Employees being ineligible to continue hospitalization insurance and/or dental insurance, at their own expense, as a member of the group.

The parties further agree that any dispute regarding this agreement shall only be resolved through the grievance procedure as provided in Article 38, Section 1 through Section 2, Step 3 inclusive. Any dispute regarding this agreement shall not be resolved under Section 2, Step 4; Sections 3, 4, 5, and 6 of Article 38, nor shall this agreement constitute a past practice or condition of employment now or in the future.

The parties further agree that this arrangement and agreement shall not be an existing condition of employment or past practice in any grievance arbitration or interest arbitration, including but not limited to Michigan Act 312 as amended.

Dated: July 24, 1984

David E. Hall
For the Union

Thomas Bugbee
For the City

LETTER OF UNDERSTANDING

1. When a second or third driver is assigned to drive apparatus that is not in service on a permanent basis (e.g. out of service due to layoffs), the driver will be treated as a first driver for pay purposes only on those hours for which he is on duty and assigned such responsibility.
2. In the event a second driver is assigned as a first driver due to the extended absence of a first driver, the second driver shall be treated as a first driver for pay purposes only beginning on the first day of the fourth consecutive month that the employee assumes the duties of that particular first driver. Such treatment of the second driver shall continue until there is a permanent assignment of a first driver to that apparatus or until the apparatus is removed from service.

Nothing contained herein shall abrogate the right of the City to determine the number and/or nature of fire apparatus to be maintained by the City and the number of first, second or third driver positions to be maintained.

Dated: July 24, 1984

David E. Hall
For the Union

Thomas Bugbee
For the City

LETTER OF UNDERSTANDING

The parties agree that in the future when the Department decides to send departmental personnel to pick up new vehicles:

- (1) At least one (1) employee from the garage staff shall go, dependent upon departmental manpower needs.
- (2) This duty shall be rotated among the garage staff.
- (3) Any other employee(s) will be selected by the sole discretion of the Chief.
- (4) The department will reimburse the employees for reasonable and necessary food and lodging expenses.
- (5) This agreement in no way requires the department to send personnel to accept delivery of a vehicle. It is the Chief's sole decision whether to have new vehicles delivered or to send personnel to accept delivery. This decision is not subject to review.

This agreement shall expire concurrent with this collective bargaining agreement.

Dated: July 24, 1984

David E. Hall
For the Union

Thomas Bugbee
For the City

SUPPLEMENTAL AGREEMENT

The parties hereby agree without precedent that from the signing of this agreement until June 29, 1985, that:

1. WP and Kelly Day Trades will be allowed between EMT's and non-EMT's, manpower permitting.
2. Such request shall be given final approval not later than 70 calendar hours preceding the requested trade time.
3. This agreement shall remain in effect only until June 29, 1985, unless otherwise extended. However, either party may request to negotiate renewal anytime after December 31, 1984.

Dated: July 24, 1984

David E. Hall
For the Union

Thomas Bugbee
For the City

LETTER OF UNDERSTANDING

For purposes of the Emergency Medical Technician Training Program, the below-named individuals, who currently hold the classification of second driver, shall be counted as part of the 65 EMT's (basic or advanced), which the department has the right to maintain, so long as they elect to maintain their current EMT licensing status (whether basic or advanced), agree to function in that capacity when requested by the Department, and agree to furnish the six month's notice required by the Agreement if they desire to drop their license.

Charles Reeves

**APPENDIX A
LOCAL 352 - I.A.F.F.**

Employee Representative Pass

Date:

_____ authorized release from work for
(Name)

_____ at _____
(Purpose) (Destination)

Time of Departure
from Station: _____

Time of Arrival
at Destination:

Time of Departure
from Destination: _____

Time of Return to
assigned Station:

Signature of Officer On Duty

Time of departure from and return to assigned station to be noted by officer on duty at assigned station.

Time of arrival at and departure from destination to be noted by officer on duty at station visited and initialed by said officer.

A-1

SUPPLEMENT A
OFF DUTY INJURIES

1. In a case where the City requires an employee to report to the Safety Clinic or any other location for medical treatment or examination, as a result of an on-duty injury, and where the employee is not receiving, and is not eligible to receive, compensation for such time or mileage expense under the workers' compensation statute, said employee will be paid for such time at the employee's overtime rate of pay if it is outside of the employee's normal work schedule, plus mileage, if any. Requests for mileage reimbursement will be made through the Safety Clinic.

2. It is understood that employees who are on sick leave for injuries or illnesses which are not job related and who need to be cleared through the Safety Clinic prior to returning to work will continue to be required to seek such clearance on their own time and shall not be entitled to receive any compensation therefore.

SUPPLEMENT B

MANDATORY CONTINUING EDUCATION

1. The Fire Department has, and will continue to provide, at no cost to the employee, continuing education classes to employees. The Fire Department will attempt to offer every required (those classes mandated for the renewal of the employee's "medical" license) continuing education class to each shift at least once every eighteen (18) months.

2. Six (6) months prior to the expiration of the employee's "medical" license, the employee will inform the Fire Department what required classes, if any, the employee is lacking which were not offered by the Department during the prior eighteen (18) month period.

3. Following such notification to the Department, the Department will either schedule and provide such required training classes to the affected employee(s) by providing such class during the employee's normal work schedule or, if the Fire Department determines that such class can not be scheduled, by releasing the employee, without loss of pay or benefits from his regular scheduled work shift to the extent necessary, to allow the employee to attend such required class. The Fire Department will approve which alternate class, if more than one is available, the employee is to attend and will reimburse the employee for the tuition cost upon proof of successful completion.

4. The Fire Department, beginning August 15th, will, on a monthly basis, post tentative schedules for continuing education classes. These schedules shall list both required and elective continuing education classes the Department intends to conduct on specific dates over each subsequent two (2) month period.

SUPPLEMENT C
SECOND DRIVER SENIORITY

1. Departmental Seniority, in the Fire Fighters Series, shall continue to be used for promotion to Second Driver as set forth in Article 33, Seniority, Section 1, Definitions, (B), Departmental Seniority.
2. Departmental Seniority, in the Fire Fighters Series, shall continue to be used for promotion to Apparatus Operator for all employees who currently have rights, if any, to bump back to, to continue as, to be recalled to, or to be promoted to Apparatus Operator.
3. In the event that an employee who presently has a right of recall to Second Driver, or an employee who presently has a right to promotion to Second Driver (i.e., Donn Miron), refuses such recall or promotion to Second Driver in the future, said Employee will lose their right of recall or promotion based upon Departmental Seniority and their future rights, if any, shall be based upon Classification Seniority.
4. In the future, and at all times subject to the superior seniority rights of the employees identified in paragraph 2, above, Classification Seniority as a Second Driver will be used for promotion to Apparatus Operator.

LETTER OF AGREEMENT

It is hereby agreed by and between the City of Flint and the Flint Fire Fighters Union, Local 352, I.A.F.F., as follows:

- (a) Upon execution of this letter of agreement, the City of Flint shall establish three (3) new Fire Captain positions within the Flint Fire Department. As individuals are promoted to these three (3) Fire Captain positions, individuals will in turn be promoted to resulting open positions resulting in the classifications of Fire Lieutenant and Fire Sergeant.
- (b) In the absence of a Battalion Chief due to annual leave, sick leave, or other reason, an on-duty Fire Captain shall be allowed to perform the duties of the Battalion Chief, provided that said Fire Captain shall be paid at the Battalion Chief's rate of pay for those hours worked out of classification. When a Fire Captain performs the duties of a Battalion Chief pursuant to this paragraph, there shall be no obligation on the part of the City to replace said Fire Captain either with another Fire Captain or individual of lesser rank.
- (c) A "Primary Captain" shall be defined as any one of the three (3) Fire Captains with the highest standing on the Battalion Chief eligibility list. A Primary Captain shall remain a Primary Captain so long as that individual holds the rank of Captain (i.e., until the individual is promoted, is reduced in rank, or terminates employment). Primary Captains and Battalion Chiefs will have their own vacation and kelley day schedules separate from the officers' schedules. Primary Captains will be stationed at Station 1, one to each shift.
- (d) When a Captain performs the duties of a Battalion Chief as provided in paragraph (b) above, the Captain utilized shall be the on-duty Primary Captain, and in the absence of an on-duty Primary Captain shall be the on-duty Captain with the highest classification seniority. If a Battalion Chief is absent from work for greater than ninety (90) calendar days (e.g., leave absence, injury, sick leave, annual leave; but not retirement, discharge, or termination of employment), the Fire Chief will assign one of the Primary Captains to serve as Battalion Chief on an acting basis.
- (e) A Primary Captain who has been used in the absence of a Battalion Chief off and on for two years will be eligible to compete for Assistant Chief. Primary Captains may be used in the Chief's office for eight (8) hours manpower permitting and receive eight (8) hours of Battalion Chief pay for said eight (8) hours.
- (f) There will be an another position established for the training office within the next six (6) months.
- (g) Paramedics will be paid One Thousand Dollars (\$1,000.00) per year for each year that they agree to operate as a paramedic upon renewal of their license and after the initial three years as provided for in the collective bargaining agreement. This payment shall be made each year on the license issue date and shall take effect immediately. This One Thousand Dollar (\$1,000.00) payment will be prorated after the completion of the first three years.

(h) When a job assignment vacancy occurs, any person within said classification may bid on said vacancy with their classification seniority. All positions will be filled within each classification.

(i) Derrico Williams shall be recalled from layoff status to work in the senior building maintainer classification.

(j) The City will maintain one (1) Assistant Chief, three (3) Battalion Chiefs, ten (10) Fire Captains, seventeen (17) Fire Lieutenants, and twelve (12) Fire Sergeants in fire suppression unless there are station closings and/or the City negotiates it with the union.

(k) The City will be allowed to hire up to twenty-one trainees for six (6) months for this one recruitment. A Fire Fighter Trainee will remain as a trainee until after classroom training is over and the trainee has obtained the Fire Fighter I and II certifications, and the trainee has or obtains an EMT or AEMT license. Thereafter, the trainee shall be promoted to Fire Fighter without regard to six (6) months. Seniority will be established for the group as a whole.

(l) As an integral part of this agreement, the following grievances are withdrawn without precedent and shall neither be arbitrated nor refiled by either party:

92-14	FF-08-92	3-17-92
92-57	FF-37-92	6-28-92

(m) This agreement is in effect immediately and shall also be incorporated into the next collective bargaining agreement between the parties.

October 12, 1992
Effective Date

Harold W. Coles, II

Gary D. Bates
City of Flint

Alvin Phillips
Flint Fire Fighters Union

Paul T. Garrison
Fire Department Administration



LETTER OF UNDERSTANDING

The parties hereby agree to the following understandings with regard to the computations to be used to adjust employee seniority, under the parties Collective Bargaining Agreement "Contract", after an employee has been off work without pay:

1. When an employee is off work without pay such that it affects seniority pursuant to the Contract, [i.e.: City and Classification Seniority immediately; and Departmental Seniority only after 15 days (180 hours for 50.4 hour/wk. employees and 120 hours for 40 hour/wk. employees) except for cases involving lay-off and/or disciplinary action], the employees seniority will be adjusted by the product of the number of straight time hours without pay times the applicable factor based upon the employee's work schedule.

2. The applicable factor for 50.4 hour per week employees shall be .1393 service credits (per hour). The applicable factor for 40 hour per week employees shall be .1755 service credits (per hour). Each factor representing the respective groups work schedule/day.

3. This product shall then represent the number of calendar days (1 service credit equals 1 calendar day off work without pay) that will be deducted from the employee's seniority.

4. This Letter of Understanding shall only apply to time off work without pay and shall only be effective after the signing of this document. Nothing herein is intended to change, modify or alter the terms and/or conditions of the Contract but rather serve as an understanding for areas which have been called into question.

5. Employee seniority credit and seniority dates in effect prior to the signing of this agreement shall remain unchanged.

Dated: 2/26/92

For the Union

For the City

Robert L. Christenson

Tony Skowronski

Harold L. Coles

Re: Grievance No. 92-83

SUPPLEMENTAL AGREEMENT

It is hereby agreed by and between the City of Flint (hereinafter the Employer), and the Flint Fire Fighters Union, Local 352, IAFF (hereinafter the Union) that in full and final settlement of all matters involving Grievance No. 92-83:

1. In the event a member of the Department files a complaint against another member of the Department, the Complaint will be independently investigated by the Flint Fire Department without regard to the existence of any possible or actual criminal investigation. It is understood that the actual investigation by the Fire Department might be deferred to the pendency of criminal charges.
2. This agreement shall be considered a supplement to the current collective bargaining agreement.
3. Grievance No. 92-83 shall be withdrawn and shall not be arbitrated by either party.

Gary D. Bates
City of Flint

Alvin Phillips
Harold W. Coles
Local 352, I.A.F.F.

Dated: 10/4/93

Dated: 10/4/93

Paul T. Garrison
Fire Department

Dated: 10/4/93

Re: Grievance No. 93-10

SUPPLEMENTAL AGREEMENT

It is hereby agreed by and between the City of Flint (hereinafter the Employer), and the Flint Fire Fighters Union, Local 352, IAFF (hereinafter the Union) that in full and final settlement of all matters involving Grievance No. 93-10:

1. Bulletin No. 144 shall be rescinded.
2. Chief's Bulletins shall not be used as a forum for promulgating new work rules and regulations.
3. Grievance No. 93-10 shall be withdrawn and shall not be arbitrated by either party.

Gary D. Bates
City of Flint

Alvin Phillips
Harold W. Coles
Local 352, I.A.F.F.

Dated: 10/4/93

Dated: 10/4/93

Paul T. Garrison
Fire Department

Dated: 10/4/93

SETTLEMENT AGREEMENT

IT IS HEREBY AGREED by and between the City of Flint (hereinafter "City") and the Flint Fire Fighters Union (hereinafter "Union") that in full settlement of MERC Case Nos. C93 K-312 and C93 L-340 and Grievance No. 93-48:

1. That the Union's Second Vice President will be allowed time off for union business in accordance with the contractual procedure in existence prior to October 31, 1993;
2. That the first paragraph of Chief's Bulletin 156 is rescinded and that the City will resume contacting individuals to offer them promotions. However, if employees do notify the Department of specific promotions they do not desire, the Department may rely on that notification;
3. That the Department will provide a copy of Chief's bulletins to the Union at least one business day prior to their issuance.
4. That in the execution of this agreement, the City does not admit, and in fact, continues to deny, the commission of a contract violation or unfair labor practice.

5/12/94

Eugene Cooper
Harold W. Coles, II
Local 352

Paul T. Garrison
Fire Department

Lucian Henry
Labor Relations

Re: Grievance No. 92-01 - Ken Harris
Grievance No. 93-32 - Local 352, Harold Coles

SUPPLEMENTAL AGREEMENT

It is hereby agreed by and between the City of Flint (hereinafter the Employer), and the Flint Fire Fighters Union, Local 352, IAFF (hereinafter the Union) that in full and final settlement of all matters involving Grievance No. 92-01 and 93-32 and to improve communications between the City and Union concerning if and when vacant positions are to be filled:

1. Within fourteen days of the existence of a vacancy in the Fire Department which the Chief desires to fill, the Department will prepare the requisition (provisional or permanent) for the vacant position and submit a copy to the Personnel Department. The Personnel Department will notify the Union of the receipt of such requisition. The Fire Department will notify the Union, in writing, within seven days of the existence of a vacant position when the Fire Department does not intend to fill the position. The City will notify the Union in writing within seven days of the decision if the Chief's request to fill a position has not been approved. If, and when, the position ultimately is filled, it will be filled retroactively to seven calendar days after the vacancy occurred.
2. This agreement shall supplement, and not supersede, any prior agreements between the parties.
3. Kenneth Harris shall be paid \$1,000.00.
4. The following individuals, if not already done, will be paid retroactively to the dates set forth opposite their names.

Calvin Barrett	-	July 24th
Willie Miller	-	July 24th
Vincent Lewis	-	July 24th
Alvin Jackson	-	July 24th
Dennis Morway-		July 24th
Russell Agenll	-	July 24th
John Morrison	-	July 24th
Robert Elizondo	-	July 24th
Joseph Peck	-	July 24th
Mark Whaley	-	July 24th
Rick Hosler	-	Aug. 25th
Sam Mays	-	Aug. 25th

5. Grievance Nos. 92-01 and 93-32 shall be withdrawn and shall not be arbitrated by either party.

Gary D. Bates
City of Flint

Harold W. Coles, II
Alvin Phillips
Local 352, I.A.F.F.

Dated: 10/27/93

Dated: 11/19/93

Paul T. Garrison
Fire Department

SETTLEMENT AGREEMENT

The City of Flint and the Flint Fire Fighters Union, Local 352, I.A.F.F. hereby agree in settlement of Grievance Nos. 92-84 and 93-07 and of MERC Case Nos. C93 E-137, and C93 E-132, that:

1. A request by an employee for union representation will be honored when an employee is being questioned by the Department and when that employee could reasonably anticipate that the questioning could lead to the discipline of that employee.

2. The Employer shall honor the Contract and the Rules and Regulations.

3. The Employer or officer representative may order an employee member of the bargaining unit to prepare reports or give statements, subject to (2) above, it being understood that any report or statement furnished by an employee pursuant to such order, standing order or rule shall be subject to the rules contained in the U.S. Supreme Court decision in the case of Garity v New Jersey.

4. Employees will not be disciplined or threatened with discipline because they exercise their right to file a grievance.

5. The written warning issued to Kenneth Harris on January 25, 1993 will be immediately removed from his record.

6. Grievance Nos. 92-84 and 93-07 and MERC Case Nos. C93 E-138, C93 E-137, and C93 E-132 will be withdrawn by the Union.

7. This agreement shall be considered a supplement to the current collective bargaining agreement.

8. It is understood that the City and its Fire Department do not, by execution of this agreement, admit that they have violated either the contract or the Public Employment Relations Act.

For the Union:

Harold W. Coles

Dated: 11/19/93

Alvin Phillips

For the City:

Gary D. Bates

Dated: 10/17/93

For the Fire Department

Paul T. Garrison

Dated: 11/12/93

SETTLEMENT AGREEMENT

It is hereby agreed, without precedent, by and between the City of Flint and the Flint Fire Fighters Local 352, I.A.F.F. in full and final settlement of grievances 93-42, 93-39 and 94-39 that:

1. Grievance 93-39 and 94-39 will be withdrawn by the Union and will not be arbitrated by either party.
2. In full and final settlement of grievance 93-42, John Coles will be paid O.T. pay for the remainder of the shift he should have been allowed to work on 10/23/93. He should have been allowed to work overtime from 2230 until 0800. He will receive a total of 9.5 hours of pay at time and a half.
3. In the future on Devil's Night (night before Halloween), O.T. personnel will be released from duty by rig. The City will not have to honor seniority for overtime city wide or even within a station. If a rig is taken out of service, all O.T. personnel on that specific rig will be released from duty.

Harold W. Coles, II
For the Union

Gary D. Bates
For the City

Joseph P. Foust
For the Union

Paul T. Garrison
Fire Administration

12/22/94
Date

GRIEVANCE SETTLEMENT

The City of Flint (hereinafter referred to as the “City”) and the Flint Fire Fighters Union, Local 352, (IAFF) (hereinafter referred to as the “Union”), in complete and final settlement of the pending “COLA” grievance, agree as follows:

1. The Union agrees that the City, in calculating the COLA allowance in the future, may continue to use the method of calculation that it has been utilizing in the past.
2. The Union agrees to, and hereby does, withdraw with prejudice the pending “COLA” grievance (Flint Fire Fighters Union Grievance No. 98-21) filed on September 10, 1998.
3. In consideration of the above, the City agrees to pay each current member of the bargaining unit and any individual previously employed in the bargaining unit, who has retired since July 1, 1997, a bonus of one thousand dollars (\$1,000).
4. The Union acknowledges that the City, by entering into this agreement, admits no wrong doing, but rather enters this agreement to resolve the disputed matter.

FOR THE CITY:

M. Morolla

FOR FIRE FIGHTERS LOCAL 352

Thomas Agle
Joseph Foust

Dated: 5/7/99

LETTER OF UNDERSTANDING – 911 ADMINISTRATOR

The City of Flint and Flint Fire Fighters Union agree that the 911 Administrator's scope of authority shall include, but not be limited to:

1. Applying the appropriate disciplinary action to all employees.
2. Making recommendation on new hires.
3. Negotiating non-economic agreements for the Union contract.
4. Making managerial decisions that apply to the 911 Center.
5. Managing the 911 Center budget.
6. Filling all vacancies and making all promotions that occur in the 911 Center.
7. Managing all other related work as required by the City Administrator.

APPENDIX D

FLINT FIRE DEPARTMENT POLICY — TESTING FOR DRUGS, CONTROLLED SUBSTANCES & ALCOHOL

I. Introduction:

- A. The following guidelines are to be used in administering the Flint Fire Department's Policy for Testing for Drugs, Controlled Substances and/or Alcohol in situations where an employee is either requested or ordered to test because of “reasonable suspicion” or is requested and voluntarily agrees to test or volunteers to test for drugs, controlled substances and/or alcohol.
- B. It is understood that drug testing may be conducted either alone, or as a part of a physical examination, in the following situations:
 - (a) Within thirty (30) days prior to the conclusion of the initial probationary period following hire;
 - (b) Upon return to work following absence caused by treatment for alcohol abuse or drug use (e.g., following completion of a residential rehabilitation program in an Approved Employee Assistance Program).
 - (c) Upon reasonable suspicion as described in Section II, below.
- C. The city agrees to indemnify and save harmless the Flint Fire Fighters Union, Local 352, I.A.F.F., and its officers and agents and members, from and against all claims or suits arising out of the implementation of this drug testing policy. Such indemnification shall take the form of defense and payment of any judgments or any settlements.
- D. The implementation of this policy shall be immediate as part of a grievance settlement.

Any employee, who has completed their initial new hire probationary period, may voluntarily enter the Employee Assistance Program and not be disciplined because of the existence of the employee's substance and/or alcohol addiction and/or voluntary participation in the EAP, provided that this provision will not apply if the employee, prior to entry into the EAP, was notified by the City that the employee would be tested under the terms of this Departmental Policy and

provided, further, that the employee may be disciplined for any other misconduct under the Department's rules and regulations.

II. Procedures:

- A. The demand for testing of departmental personnel for controlled substances and/or alcohol (other than physical exams) must meet one of the following requirements:
1. The employee is, based on “reasonable suspicion,” requested or ordered to submit to testing by an officer of the appropriate rank, or a supervisor acting in the capacity of an officer of the appropriate rank.
 2. The employee voluntarily agrees to testing, on request. Any agreement under which the employee agrees to testing in the future, which is in addition to that set forth in the agreement, shall be subject to the approval of the Union.
- B. Standards for Reasonable Suspicion:
1. The test must be ordered by an officer of the rank of Battalion Chief or above, or a supervisor acting in the capacity of Battalion Chief or above (e.g., Primary Captain).
 2. “Reasonable suspicion” shall be based on “specific objective facts and reasonable inferences drawn from these facts in light of experience and/or training.”
 3. Where the “reasonable suspicion” is based on personal observation by a supervisor, the objective facts must be articulable and may include the person's appearance and behavior; i.e., nervous, abrupt, hyper, anxious, slow, calm, sweating, etc., speech, eyes, carriage and/or conduct. Although only an officer of the rank of Battalion Chief or above may order an employee to submit to testing, the personal observations of an officer of any rank may form the basis for “reasonable suspicion.”
 4. When an informant has supplied information, the informant's veracity, reliability, and basis of knowledge will be relevant.
 5. The mandated procedures in Section C, below, shall govern disclosure to the employee of the basis for “reasonable suspicion.”
- C. Disclosure to Employee:

1. If testing demand/request is based on reasonable suspicion as defined above, the “objective facts” forming the basis for reasonable suspicion shall be disclosed to the employee (and an available steward, upon the employee's request) at the time the demand/request for testing is made (i.e., prior to testing), and the employee shall, at that same time, be given the opportunity to explain his or her behavior, actions and/or appearance. This disclosure shall be a short written summary explanation of the objective facts upon which the reasonable suspicion is based. This disclosure statement may be handwritten and the copy furnished the employee may be a carbon copy.
2. This disclosure statement may, at the discretion of the Department, be supplemented by (an) additional written report(s) which shall be given to the employee within one (1) hour of the time the employee reports for duty to begin his or her next duty shift. In any case where the employee does not report for duty to begin his or her next duty shift, such supplemental report(s) shall forthwith be provided to both the Union and the employee. No test results shall be made available to any person preparing any supplemental report until after the supplemental report has been prepared and furnished to the employee. Supplemental report(s) may be handwritten and the copy furnished the employee may be a carbon copy.

D. Continuation/Return to Duty:

An employee who is working, and who is requested/ordered to test for drugs, alcohol or controlled substances, shall be continued in duty status and shall be so compensated until such time as the testing process (e.g., furnishing a specimen) is completed, even if the employee's tour of duty would otherwise have expired. An employee who is off-duty will not be tested regarding off-duty situations involving social use of alcoholic beverages, absent a pre-existing agreement by the employee to subject himself or herself to such off-duty testing.

E. Release from Duty:

Anytime an employee has been ordered to test, based upon reasonable suspicion, that employee will not drive a departmental vehicle or perform any duty or function as a fire department employee until so authorized by the Chief of Fire, or his designee. If the employee is relieved of duty, it shall be handled in accordance with the union contract.

F. Testing Procedures:

1. The City and the Union shall make every reasonable effort to agree upon the selection of a mutually acceptable laboratory or other facility for drug and alcohol testing involving urinalysis or blood testing. In no event shall any laboratory or facility so selected fail to meet U.S. Department of Transportation guidelines. If, for some reason, mutual agreement proves impossible, any selection by the City of a laboratory shall be immediately subject to the grievance arbitration process.
2. In the case of testing through urinalysis, initial screening will be accomplished through immunological assay type testing and will be conducted using the "EMIT" (Enzyme Multiplied Immunoassay Technique) test method. All positive results on the initial screening shall be confirmed using the GC/MS (Gas Chromatograph Mass Spectrometer) method of testing.
3. Where there is reasonable suspicion that an employee has used alcohol during the course of his or her shift or is under the influence of alcohol during a work shift, the department may choose to use a breathalyzer test to determine blood alcohol content. Breathalyzer testing may be used only if the testing is conducted by a certified breathalyzer operator. If the employee desires, the employee may demand that a blood test be taken to determine blood alcohol level.
4. Urine samples will be collected in private at the designated facility under procedures designed to insure the integrity of samples. If personnel at the collection site have reason to believe either that an adulterated or substituted sample has been provided or that the employee may alter or substitute the sample, the employee will be required to submit either the original sample or a second sample, as the case may be, under the direct observation of a same gender collection site person (or, if no such person is available, a same gender supervisor or agent of the City).
5. The designated facility shall be responsible for the chain of custody procedures which shall be periodically reviewed by the Union and the City.
6. An employee who has been subjected to urinalysis and whose test is positive, shall have the right, for a period of ninety (90) days following said testing, to request that a split sample be provided for a second opinion test. The employee shall be responsible for the total cost of the second opinion test, including any courier, shipping and handling, and laboratory fees, at the time the second opinion test is arranged. If the second opinion test is negative the City shall reimburse the employee for the costs of the second opinion test. The second opinion test must be performed by a

laboratory or facility which meets U.S. Department of Transportation guidelines and approved chain of custody procedures shall be utilized to transmit said split sample for second opinion testing. It is understood that because some analytes deteriorate during storage, detected levels of drugs may be lower than the levels found in original testing. The employee shall provide the results of any second opinion test to the City when such results are furnished by the testing facility. The results of the second opinion test, if positive, may be considered corroborative of the original positive test results.

III. Drug and Alcohol Awareness Education:

The Flint Fire Department will provide all officers and employees with training on an annual basis concerning the City's policies regarding maintenance of a drug free work place, regarding the existence of the Employee Assistance Program to assist employees who believe that they may have a drug and/or alcohol problem, and such other appropriate training as is needed to identify employees who might be unfit for duty due to drug and/or alcohol use, and who would, thereby, place at risk both themselves and their fellow employees.

Dated

Dated: