

AGREEMENT  
BETWEEN  
CITY OF FLINT  
AND LOCAL 1600, AFFILIATED WITH  
COUNCIL 25  
AND CHARTERED BY  
THE AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES  
AFL-CIO

SEPTEMBER 24, 2003  
THROUGH  
JUNE 30, 2008

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## PREAMBLE

THIS AGREEMENT is entered into on this 24<sup>th</sup> day of September, 2003, 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 Local 1600, affiliated with Michigan AFSCME Council 25, and chartered by the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as "Union" or "Employee".

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

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

## ARTICLE 1 RECOGNITION

### Section 1.

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City of Flint does hereby recognize the Union as the exclusive representative for all employees of the City of Flint, excluding elected officials, appointed officials, confidential employees, administrative employees, executive employees, supervisory employees, Golf Clubhouse Aides, school crossing guards, and those employees represented by other certified bargaining units, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

### Section 2.

When new classifications or positions are created, the Personnel Director shall, as soon as practical, give notice to the Union of the bargaining unit status of such new classifications or positions. If the Union disagrees with the Personnel Director's determination, the parties agree to meet and confer regarding such status within four (4) weeks of notification of same.

### Section 3.

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

## **ARTICLE 2** **PLEDGE AGAINST DISCRIMINATION AND COERCION**

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

All references to Employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female Employees.

The Employer agrees not to interfere with the rights of Employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any Employee because of Union membership or because of any legal Employee activity in an official capacity on behalf of the Union.

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

## **ARTICLE 3** **DEFINITIONS**

(a) Regular Employee: shall mean full time hourly rate bargaining unit workers including seasonals who at the time of employment and thereafter are regularly scheduled to work a normal work week or are regularly scheduled to work eighty (80) hours per payroll period in a continuous operation, provided, however, a regular employee who exercises his/her right to bump into a position held by employees in an interim, temporary or

seasonal position shall assume the status of an interim, temporary or seasonal employee, including the pay rate and applicable benefits of said interim, temporary or seasonal. Said bump shall not affect their recall rights back to a regular full-time position as set forth in Article 17.

(b) Part Time Employee: shall mean one who at the time of employment and thereafter is scheduled to work less than a normal work week.

(c) Interim Employee: shall mean one who, at the time of employment, is employed with the intention that his employment will be for a given work period or for a specific project with the probability of being laid off at the end of the work period or project. These Employees shall not receive the benefits provided in this Agreement, except as provided in the Article entitled "Interim Employee". The Personnel Office will maintain an up-to-date record of Interim Employees, their classifications, and work areas. These employees shall not be utilized in a manner that will erode or supplant the bargaining unit. Effective April 1, 1990, all requisitions submitted to the Personnel Department for Interim Employee positions shall include on their face either the given work period or the specific project for which the requisition is being submitted. The Personnel Department shall forward a copy of all Interim Employee position requisitions to the Union. The Union has been provided a list of all interim, temporary and seasonal positions in effect on September 12, 2003. It is understood that the Union has the right to challenge the creation of new, interim positions which have not existed in the past on the basis of the language set forth in this Article 3.

(d) Seasonal Employee: shall mean one who at the time of employment is employed with the intention that his employment will be for a given work season with the probability of re-employment for the ensuing year after a seasonal layoff.

(e) Provisional Appointment: shall mean an appointment of a current Employee to a position for an interim period during which an eligibility list is being prepared. Such appointments shall, insofar as practicable, be limited to a maximum of ninety (90) days. Upon termination of a provisional appointment, the Employee shall be entitled to return to his prior employment status.

(f) Temporary Employee: shall mean one who is employed for a short period of time to perform emergency or extra work in a department, or to fill a temporary vacancy created by a maternity leave granted to a regular Employee. Temporary

appointments shall be limited to a maximum of ninety (90) days within a cost center, and are non-renewable. A vacancy created by the granting of a maternity leave may be filled by temporary appointment and may continue for a period up to and including one hundred twenty (120) days following termination of the pregnancy of the Employee on maternity leave. These Employees shall not receive the benefits provided in this Agreement.

(g) Auxiliary Employees: shall mean Employees whose salaries are not paid by the City (e.g., N.Y.C., Y.E.P.T.A., etc.) but who are utilized by the City to perform extra work. These Employees shall not be utilized in a manner that will erode or supplant the regular work force.

(h) Dual Classification Position: shall mean a combination of two (2) positions of different classifications requiring the services of one (1) Employee, who has been certified as qualified and who may be required to perform in both classifications.

(i) Normal Work Week: shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, except for continuous operations.

(j) Continuous Operations: is defined as an operation regularly scheduled seven (7) days per week, twenty-four (24) or less hours per day.

(k) Normal Work Shift: shall consist of eight (8) consecutive hours, with the exception of the meal break and shall have a regular starting and quitting time.

(l) Regular Pay Period: shall include the first scheduled full shift which begins after 12:01 a.m. Sunday, and shall run to include the last shift scheduled to begin prior to midnight the second following Saturday. Such period is for two (2) weeks duration.

(m) Day: The word days, when used herein, for the purpose of establishing time periods only, shall be interpreted to mean work days; Monday through Friday, excluding holidays.

#### **ARTICLE 4** **PART-TIME EMPLOYEES**

##### **Section 1.**

The only benefits 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.

Section 2.

Part-time Employees who become regular, full-time Employees will be placed in that step of the compensation schedule to which their service credits earned as part-time Employees shall entitle them, and they shall receive full credit for all such service credits in determining future rate increases and fringe benefits as a regular full-time Employee.

**ARTICLE 5**  
**TEMPORARY & INTERIM EMPLOYEE**

Section 1.

At such time as a temporary or interim Employee is certified and appointed to fill a regular position without an interruption of service (as defined herein) he shall receive credit for all service credits earned as a temporary or interim Employee toward step advancements in the compensation schedule and eligibility for fringe benefits based upon length of continuous service. Crediting of such time will not cause a retroactive crediting of sick and annual leave time the employee would have accumulated if he had not been an interim and/or temporary employee.

Section 2.

Such Employee may then elect to purchase time spent as a temporary or interim Employee as though it were prior military service.

Section 3 - Compensation.

Interim or temporary Employees shall receive none of the benefits provided in this Agreement and shall be paid in accordance with Schedule C of Appendix A.

Section 4 - Recall.

An interim Employee shall accrue service credits at the rate of .1755 for each straight time hour worked and shall be afforded an opportunity to return to interim employment in subsequent years on the basis of service credits earned in prior seasons.

**ARTICLE 6**

## CASUAL SKILLED LABORER

The classification of Casual Skilled Laborer shall be used, as far as practicable, for positions whose primary functions are not regularly performed or common to other classifications represented by the bargaining unit. The Personnel Director shall notify the Local Union President at least ten (10) work days prior to the hiring of a Casual Skilled Laborer. Said notice shall include the date of hire, reason for hire and projected date of layoff.

It is further agreed that those Employees classified as Casual Skilled Laborer shall not be entitled to the provisions of Article 17, entitled Layoff -Recall, however, every attempt will be made to utilize an Employee laid off or recalled in another position should such Employee possess the qualifications for said position.

Individuals employed in the classification of Casual Skilled Laborer shall not receive the benefits provided in this Agreement.

Such Employees shall be allocated for pay purposes by indicating the predetermined pay level for each position (for example, Casual Skilled Laborer - 10 shall be paid at the interim rate for level 10).

## ARTICLE 7 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 Union dues.

### Section 2.

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

(a) The Union has notified him by Certified Letter addressed to his address last known to the Union 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 City for termination from employment as provided for herein, and,

(b) The Union has furnished the City with written proof that the foregoing procedure has been followed or has supplied the City with a written demand before that Employee will be discharged for failure to conform to the provisions of this Article. The Union will provide to the City, in affidavit form signed by the Union Treasurer, a certification that the amount of delinquency does not exceed the Union dues or agency fees.

Section 3.

Local 1600, AFSCME, and/or Michigan AFSCME Council 25, shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

**ARTICLE 8**  
**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 authorizations 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.

Union dues and agency fees shall be deducted in equal installments each pay period during the life of this Agreement. As to Employees hired thereafter, said deduction shall commence the second pay day following employment and shall continue as set forth above.

Section 4.

(a) In the event that 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.

(b) Local 1600, AFSCME, and/or Michigan AFSCME Council 25, shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

#### 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) 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 next pay in which such deduction is normally deducted after the error has been called to its attention by the Employee or the Union.

#### Section 8.

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

### **ARTICLE 9** **UNION BUSINESS**

#### Section 1. Union Officers.

The names of Employees elected or appointed to Union offices, e.g. Officers, Stewards, Committee Members, 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 terms of office.

Stewards shall be elected or appointed to represent Employees and process grievances as follows: One (1) Steward for each shift in any recognized division or subdivision having less than thirty-five (35) Employees; one (1) additional Steward for each additional thirty-five (35) Employees or fraction thereof. The activity of Stewards shall be restricted to their area of employment. However, if an Employee, for good cause, cannot utilize the services of his area Steward, he may apply to the Chief Steward of his area for assistance. The Union reserves the right to appoint a maximum of two (2) Chief Stewards.

#### Section 2. Constitution.

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

#### Section 3. Attendance at Conferences, Conventions or Seminars.

Employees certified by the Union shall be granted leave with pay, for the purpose of attending Union conferences, conventions or seminars. The total number of hours of leave authorized for the term of this Agreement shall not exceed four hundred (400). The Union shall, at least ten (10) days prior to any such conference, convention or seminar, notify the Director of Labor Relations of the Employees certified by the Union to attend such meetings, such notice to contain the date, time, place and purpose thereof.

#### Section 4. Negotiating Team.

Members of the Union's negotiating team shall be released during their normal work shift without loss of pay, for the purpose of meeting with the City's negotiating team to negotiate a new collective bargaining agreement for Employees represented by the Union. The date, time and place of such meetings shall be established by mutual agreement between the parties and a maximum of three (3) members of the Union's negotiating team shall be released for such purpose at any one time, and only upon authorization by the Director of Labor Relations.

#### Section 5. Visits By Union Representatives.

Full time Union representatives, Council and International representatives of the American Federation of State, County, and Municipal Employees shall have reasonable access to the premises of the Employer at any time during working hours to conduct business relating to administration of this Agreement. Provided, however, advance notice of any desired meeting and prior authorization from the appropriate supervisor shall be secured before entering a work area. The supervisor will arrange a time and place for the meeting without undue delay.

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

#### Section 6. Union Bulletin Boards.

The Employer agrees to furnish and maintain suitable bulletin boards in mutually agreeable places to be used by the Union.

The Union shall limit its posting of notices and bulletins to such bulletin boards.

### **ARTICLE 10** **GRIEVANCE AND ARBITRATION PROCEDURE**

(a) The parties to this Agreement agree that the grievance procedure hereby established shall serve as the means for the amicable settlement of any dispute or grievance arising between the Union and the Employer under the provisions of this Agreement, including the application, meaning or interpretation of same. The parties seek to secure at the lowest possible administrative level, equitable solutions to the grievance.

(b) On matters involving reclassifications, promotions, 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 it 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.

(c) It is understood that the inclusion of paragraph (b) above is not intended to change whatever right the Union may have had to protest application and/or changes in personnel rules and City policies not involving questions of contract interpretation under the collective bargaining agreement to the Civil Service Commission, nor is it intended to grant the Union such rights if the Union did not have said rights prior to paragraph (b).

#### Step 1.

An Employee with a grievance shall first discuss it with his immediate supervisor, either individually or with the Union steward to try and resolve the matter informally.

If the grievance is not satisfactorily resolved with the supervisor's oral response to the Employee, the Employee shall submit it to the division supervisor in writing on the Grievance Form within three (3) work days and the division supervisor shall respond in writing within five (5) work days.

#### Step 2.

If the grievance has not been satisfactorily resolved at Step 1, it shall be presented in writing, counter-signed by the Local President or his designee, by the Union steward or the Union Grievance Committee to the appropriate department head within five (5) work days after the division supervisor's written response is due. The department head shall respond to the Union in writing within five (5) work days of the submission to him. The department head or the Union may request a meeting to resolve the grievance. If requested, the meeting shall be held within the time limits of the response due date.

#### Step 3.

If the grievance has not been satisfactorily resolved at the Step 2 level, it shall be appealed by the Union to the Director of Labor Relations in writing within seven (7) work days after the department head's response is due.

The Director of Labor Relations will cause grievance appeal meetings to be set up. No less than one (1) day per month will be scheduled for reviewing appealed grievances. Grievances appealed by the first day of the month will be reviewed at that month's meeting. Two (2) representatives of the City, designated by the Director of Labor Relations, and two (2) representatives of the Union, designated by the Local President, will attend such meetings. The purpose of the meeting shall be to attempt to resolve the grievance or develop alternative solutions by mutual agreement.

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

Either party may submit the grievance to arbitration by notifying the other party of the desire to arbitrate within ten (10) work days from the date the response from the Director of Labor Relations is due. Such notice shall be in writing and shall identify all of the provisions of the Agreement allegedly

violated, shall state the issues involved, and the relief requested.

In the event a grievance is resolved, the settlement shall be put in writing by a Labor Relations Representative and copies of the settlement shall be given to all parties no later than the next month's meeting.

#### Step 4.

The arbitrator shall be selected by mutual agreement between the City and the Union for the instant case. Arbitrations will be conducted in accordance with the rules and regulations of the American Arbitration Association. 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) work days from receipt of the 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 list, within ten (10) work days from receipt of such second list, the Union and the City shall alternate in the striking of names from such second list until the name of only one arbitrator remains, and the last remaining arbitrator shall hear the case unless either party can substantiate in detail why that arbitrator shall not handle the case. After submission to the arbitrator, a hearing shall be held as soon as is practicable and the arbitrator shall issue an opinion and award. His decision shall be final and binding on the parties. The arbitrator's fees, travel expenses, the filing fee, and the cost of any room or facilities shall be borne equally by the parties incurring them.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement and shall render his decisions in writing and set forth his findings and conclusions only on the cause at issue. In the event either party desires more than the basic finding of the arbitrator, such as a transcript, the cost shall be borne by the party making the request.

#### General Provisions With Regard to the Operation of the Grievance Procedure.

1. The time limits set forth above are considered to be maximum but may be extended in writing by mutual consent.
2. Grievances shall be submitted within ten (10) work days of the event giving rise to the grievance.

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

4. Failure of the Union to proceed with the grievance to the next following step within the allotted time limits shall be deemed acceptance of the determination made by the City on the grievance.

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

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

7. An Employee who is allegedly aggrieved shall be entitled to Union representation at the time he is aggrieved.

8. Class Action and Policy Grievance. A matter involving three or more employees and the same question may be submitted by the Chief Steward or his designee as a policy or class action grievance in writing within ten (10) working days of the event giving rise to the grievance. Such written grievance shall be submitted at Step 3, with a copy of the grievance submitted to the Department Head. Large groups of aggrieved employees may be identified by a general description rather than by name (e.g., all third shift employees, all third shift Police Department employees).

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

10. The parties agree in those instances in which a supervisor "waives" or "passes" on a grievance at the request of the Union and/or the aggrieved employee or on his own volition, the waiver shall have no effect on the procedural and/or substantive

matters of that grievance, and is without precedent to any other grievance.

## **ARTICLE 11** **MANAGEMENT RIGHTS**

Nothing in this Agreement shall be construed to interfere with the City's inherent right to manage and direct all of its operations, activities and working force of Employees, the right to hire, suspend, discipline, discharge for cause, promote, demote, assign, transfer, lay off, recall or relieve Employees from duty and determine the number of Employees, provided that such shall be done for justifiable and legitimate reasons.

The City shall further have the full right to establish policies and procedures to determine the type and scope of services to be furnished and facilities to be operated, to establish schedules of operations and methods, procedures and means for providing services. The City shall have the right to introduce new or improved working methods or facilities.

The above rights and responsibilities must be exercised consistent with all terms of this Agreement. The Union shall not be deemed to have waived its right to grieve if it deems the action taken to be improper or to adversely affect the rights of Employees.

## **ARTICLE 12** **MAINTENANCE OF CONDITIONS**

Except as otherwise provided in this Agreement, all conditions and benefits will be maintained during the term of this Agreement at no less than the standard in effect on June 30, 1982.

## **ARTICLE 13** **WORK RULES**

The Employer agrees to negotiate changes in existing work rules or the establishment of new work rules with the Union.

New work rules, or proposed changes in existing work rules, shall be posted on bulletin boards at least ten (10) days prior to their effective date. However, prior to this posting, a copy of the new work rules, or proposed changes in existing work rules, shall be submitted to the Director of Labor Relations for review and approval. Once approved, the Director of Labor Relations shall then transmit a copy of the new work rules, or proposed changes in existing work rules, to the Union. This transmittal to the Union shall occur no later than the first day

the new work rules, or proposed changes in existing work rules, are posted.

Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

#### **ARTICLE 14** **SUCCESSOR PARTIES**

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind of the ownership or management of either party hereto or of any separable, independent segment of either party hereto.

#### **ARTICLE 15** **JOB SECURITY**

##### **Section 1:**

In determining whether work should be contracted out or accomplished by the bargaining unit, the guiding principle is that work which is capable of being done by bargaining unit employees, which is normally done by bargaining unit employees, and which may be performed at a competitive cost by bargaining unit employees, shall be performed by such bargaining unit employees. Accordingly, the City of Flint will not contract out any work unless it demonstrates that such work meets one of the following exceptions.

1. Work may be contracted out by mutual agreement of the parties.

2. Work may be contracted out if it has been the consistent practice of the City of Flint to have such work performed by employees of contractors.

3. Work may be contracted out if it involves new construction, including the installation, replacement, and/or reconstruction of equipment or facilities. The term "new construction" shall not include construction work which, in and

of itself, constitutes the mission of the department, division, or cost center which is responsible for the work. The term "new construction" shall include any work performed on equipment or systems pursuant to, required for the continued validity of, or required to make effective, a manufacturer's or vendor's warranty or guarantee, including warranties or guarantees that such equipment or systems are free of errors in quality, workmanship or design, or will perform at stated levels of performance and/or efficiency subsequent to installation.

4. Work may be contracted out where the work is associated with leased equipment when the leased equipment is available only with a commitment to use the employees of contractors or lessors for its operation and maintenance.

5. Work may be contracted out when it is more reasonable for the City to contract out such work than to use its own employees. Reasonableness shall be determined in accordance with the provisions of subsection (2) below.

6. Work may be contracted out when it is determined that it is not economically competitive for the City to use its own employees. Economic competitiveness shall be determined in accordance with the provisions of subsection (3) below.

#### Section 2: Reasonableness:

Where the City believes it should be allowed to contract out because it would be more reasonable to do so, the following factors shall be considered:

1. Whether the bargaining unit will sustain layoffs, and, if layoffs will occur, the number of employees to be laid off in comparison to the total membership of the bargaining unit, both of which would be deemed a negative factor;

2. Whether there will be the need, and, if so, the cost of hiring new employees, which, in the case where the work would be of a temporary or sporadic nature, would be deemed a negative factor;

3. The desirability of recalling employees from layoff who possess the skills and abilities necessary to perform the work;

4. Availability of qualified employees who are actively employed or on layoff for a duration long enough to complete the work;

5. Availability of required equipment and materials on hand or by lease or purchase, provided that either the capital outlay for the purchase of such equipment, or the expense of

Leasing such equipment, is not an unreasonable expenditure in all the circumstances at the time the proposed decision is made;

6. Whether the decision to contract out the work is made to avoid any obligation under the collective bargaining agreement or benefits agreements associated therewith.

In any and all cases where the City concedes that it would be economically competitive for bargaining unit employees to perform the work but that subcontracting is warranted solely due to issues of reasonableness, it shall be the City's burden to prove that it would not be reasonable to use bargaining unit employees to perform the work.

### Section 3: Competitiveness:

1. In determining the cost competitiveness of bargaining unit employees performing the work, bargaining unit employees shall always be entitled to the benefit of any bid preference that any potential contractor might be able to claim under the City's ordinances or other applicable laws or regulations, whether or not any entity actually attempting to secure the work in question actually is entitled to such preference.

2. In any case where the cost of performing the work with city employees, including the purchase of necessary tools, vehicles or equipment is equal to or less than the cost of contracting out the work, it is presumed that it is economically competitive for bargaining unit employees to perform the work.

3. In any case where the cost of performing the work with city employees, including the purchase of necessary tools, vehicles or equipment, is greater than the cost of contracting out the work but equal to or less than 6.5% above the cost of contracting out the work in the case of contracts for under \$1,000,000 and 5% for contracts of \$1,000,000 or more, there shall be no presumption regarding the economic competitiveness of bargaining unit employees performing the work and, therefore, any determination that the City may contract out the work must be made on other factors, including reasonableness. In determining reasonableness under this paragraph, in addition to the factors to be considered in section (2) above, the factor of the total dollar amount saved by contracting out shall also be considered.

4. In any case where the cost of performing the work with city employees, including the purchase of necessary tools, vehicles or equipment, is greater than 6.5% above the cost of contracting out the work in the case of contracts for under \$1,000,000 and 5% for contracts of \$1,000,000 or more, there shall be a presumption that it is not economically competitive for bargaining unit employees to perform the work and, therefore, that the City may contract out the work.

5. In determining the cost of performing the work with city employees, the fringe benefit fund factor allocated to the self-insurance fund (*i. e.*, the fund used for generation of funds to pay damage settlements and judgments) will be excluded from any computation.

6. When the cost of purchase or lease of necessary tools, vehicles or equipment is used in determining competitiveness, the City shall only consider the actual cost of the tools, vehicles or equipment, and shall not add to that cost any administrative upcharge imposed by the Purchasing Department or any other department as an added cost for the procurement of said items.

7. In determining competitiveness, it is agreed that cost calculations shall be based upon the actual hourly charge of a vehicle to an operating department, division or cost center, but, for purposes of making cost calculations, such hourly charges shall not exceed the maximum charge allowed by the State of Michigan for weight and gasoline tax reimbursements.

8. In the event that any proposed contract, sub-contract, or request for quotation or proposal, is based in whole or in part upon the selling, leasing, lending, or in any other manner transferring use or ownership of City owned vehicles, machinery, facilities, or any other assets, competitiveness calculations will be based upon the fair market value of the vehicles, machinery, facilities, or other assets proposed to be sold, leased, lent, or otherwise transferred.

#### Section 4: Notice and Information:

##### Notice and Information:

Before the City finally decides to contract out an item of work which it claims the right to contract out, the City, through its Labor Relations Department, shall give the Union notice of intent to contract together with the request for quote or bid which involves labor which arguably could be performed by bargaining unit members no later than the date that said bid package or request for quotes is made available to potential contractors. Once the bids are received, the City will review the bids with the Union and share relevant cost information. In no case shall the City enter into a contract calling in whole or in part for the performance of labor which arguably could be performed by bargaining unit members without giving the Union a minimum 30 day notice prior to either the proposed date of submission of the contract to City Council or, where City Council action is not required, the proposed date upon which the contract will be executed by the City. Such notice shall contain the following information:

1. Detailed description of work to be contracted out, including location, type of work, crafts or occupations involved, and estimated duration of work;

2. Where appropriate, anticipated utilization of bargaining unit forces during period and effect on operations if work is not completed in timely fashion; and/or,

3. In cases where the City's intention to contract or sub-contract is based, in whole or in part, upon cost or financial considerations, the City shall have an obligation to prepare and make available to the Union cost analyses detailing both the current costs of performing the work with bargaining unit employees and the estimated cost to the City of contracting or sub-contracting out the work. Such initial cost analyses shall be provided the Union at the outset of the discussions described above, and the Union shall be made aware of revised cost analyses and estimates.

4. Detailed description of what exceptions under this Article are claimed by the City as the basis for the right to contract out.

#### Section 5: Mutual Agreement:

In the event that the City and the Union mutually agree that work may or may not be contracted out, such agreement shall be final and binding but only as to the matter under consideration and shall not affect future determinations under this provision.

If the matter is not resolved by mutual agreement, the Union may protest the decision to contract out by submitting the matter to the Expedited Procedure set out in Section (6) below.

#### Section 6: Expedited Contracting Out Dispute Resolution Process:

In all cases, except those involving day-to-day maintenance and repair work and service which do not involve the layoff of existing employees, the Expedited Process shall be implemented and completed prior to letting a binding contract.

In order to timely protest a decision to contract out, the Union must, within ten (10) working days of notification of the City's decision to subcontract, advise the City in writing that it demands arbitration under the expedited process.

Thereafter a expedited arbitration proceeding shall be scheduled within thirty (30) calendar days from the date of demand for arbitration, unless mutually agreed that an extension of time is appropriate. The impartial arbitrator shall hear the dispute as scheduled, and the hearing shall be concluded within fourteen (14) days. Briefs (if any) shall be filed within twenty-one (21) calendar days of the close of said hearing, and the arbitrator's

written decision shall issue within fourteen (14) days of the receipt of briefs. The formal opinion of the arbitrator explaining said written decision shall issue within thirty (30) days of the filing of briefs.

The decision of any arbitrator under this expedited process shall not be cited as a precedent by either party in any future contracting out dispute.

The panel of arbitrators from which an arbitrator shall be selected under this expedited arbitration procedure shall consist of: Patrick A. McDonald, Theodore St Antoine, Mario Chiesa, and Mark Glazer. Each year, each party to this agreement may strike one arbitrator from the panel. The parties shall then agree on a replacement for the arbitration panel.

#### Section 7:

The City agrees that it will take every step available to insure that the Employees affected by contracting of work shall be offered employment in other departments of the City or with the contractor.

### **ARTICLE 16** **SENIORITY/SERVICE CREDIT**

#### Section 1. Definitions.

(a) City Seniority: For each straight time hour paid from and after the last date of hire, an Employee shall receive .1755 service credits. The total service credits shall determine City seniority.

(b) Departmental Seniority: Department seniority shall be determined on the basis of service credits earned by an Employee for all straight time hours paid in his current department. For purposes of this Agreement, except as specifically provided otherwise herein, a division shall be considered a department.

When a department, division or section of a division is transferred to another department, seniority in classification in the previous department shall be credited to the affected Employees.

(c) Classification Seniority: Classification seniority shall be determined on the basis of service credits earned for all straight time hours paid in the classification following permanent appointment.

#### Section 2. Computation.

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

- (a) Military, military reserve and Union business leaves.
- (b) Workers' compensation, for the period when an Employee is receiving benefits under the statute.
- (c) Extended sick leave, credit will be given for the first thirty (30) service credits of such leave while an Employee is receiving extended sick leave insurance benefits described in the Article entitled Extended Sick Leave Insurance.
- (d) The first seven (7) service credits in a fiscal year that an Employee is without pay shall be afforded to affected Employees. Further time without pay will not accumulate credit, except as specified above.
- (e) An Employee who is promoted out of Local 1600 but within his/her regular promotional series, shall continue to accrue seniority for a maximum period of time equal to his/her seniority earned in Local 1600. Thereafter his/her seniority shall be retained but will not accumulate.
- (f) An Employee who is transferred or promoted out of Local 1600 but not within his/her regular promotional series shall retain seniority earned in Local 1600 but will not accumulate additional seniority within Local 1600.

### Section 3. Conversion of Present Employees.

Credit with 365.04 service credits each year service.  
Credit with 30.42 service credits each month service.  
Credit with 1.404 service credits each day service.

### Section 4. Credit for Retirement.

City seniority shall be used for retirement purposes. Any calendar month in which an Employee earns 14.04 or more service credits shall count as one (1) month of service.

### Section 5. Loss of Seniority.

An Employee shall lose his seniority for the following reasons:

- (1) Resignation

- (2) Discharge not subsequently reversed
- (3) Retirement
- (4) Absence for three (3) consecutive days on which the Employee was scheduled to work without proper notification to the Employer. Because of unreported absence, the Employee is considered to have resigned (voluntary quit) and is no longer in the employ of the City of Flint. In proper cases exceptions shall be made upon the Employee producing convincing proof of his inability to give such notice.
- (5) Failure to report for work within five (5) days from the date of receipt of notice of recall from layoff; or fifteen (15) days from the date of mailing of notice of recall.
- (6) Failure to return to work upon expiration of an authorized leave of absence, subject to paragraph 4 above.
- (7) Layoff for a continuous period which exceeds the length of City seniority, but not less than one (1) year.

**ARTICLE 17**  
**LAYOFF - RECALL**

**Section 1. When Layoff May Be Made.**

(a) Employees may be laid off in the manner herein provided when there is lack of work or funds, or other justifiable and legitimate reasons when a reduction in personnel is necessary. The determination of job classifications in which layoffs must occur is the responsibility of the Employer. Employees who are to be laid off involuntarily shall be given written notice of layoff a minimum of ten (10) working days prior to the effective date of layoff. Said notice shall not apply to seasonal, interim or temporary Employees nor to Employees being reduced or transferred.

(b) The Local President, the Chairperson of the Grievance Committee, stewards and Chief Stewards shall, for the purpose of layoff and bumping only, head the seniority list in their respective classifications during their respective terms of office. They shall not be transferred or bumped out of their classifications and respective areas of jurisdiction so long as there is work in such areas in their classifications which they can perform. These provisions pertaining to superseniority

shall not apply to changes made subsequent to the date a notice of layoff is issued.

## Section 2. The Order in Which Layoffs Shall Be Made.

In the event of a layoff, Employees will be laid off in the following order:

- (a) Temporary Employees, within the affected classification.
- (b) Interim Employees, within the affected classification.
- (c) Provisional Employees, within the affected classification.
- (d) Seasonal Employees, within the affected classification.
- (e) Regular part-time Employees, within the affected classification.
- (f) Regular full-time Employees, within the affected classification.

## Section 3. Procedure.

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

Layoffs and recalls will be based upon classification seniority as defined in the Article entitled Seniority. Layoff of Employees shall be made in reverse order of their employment and recalls shall be made in order of their employment.

When need arises for laying off an Employee in a given classification, a seniority comparison shall be made of all Employees in the classification and directly related classifications in the same pay level, and that Employee with the least seniority shall be laid off.

Provided, however, that if the classification is in a class series of lower pay levels or is directly related to another class series of lower pay levels, and there is in said classification or class series an Employee having less time in the classification than the Employee to be laid off, then the lower classified Employee shall be laid off, but only after he/she has received similar time in classification comparison with other Employees in the class or directly related series. Provided further, however, that if a permanent vacancy exists in the highest classification to which the Employee has bumping rights, the Employee shall be placed in said vacancy. In cases where an

Employee has been bumped from his/her promotional unit or classification, said Employee will have the option of returning to that promotional unit and/or classification when a vacancy occurs to which said Employee has seniority rights.

If an Employee has been promoted or transferred out of his/her class series, including into another bargaining unit recognized by the City of Flint or to exempt status, he/she may exercise the option of bumping back from whence he/she came, seniority permitting, in lieu of the above bumping rights. This right to bump back to a classification from whence he/she came shall not exist where the classification from whence he/she came is part of a recognized training series.

Ties in classification seniority shall be broken by total City seniority. Determinations as to whether or not there exists a direct relationship between classifications or class series shall be by joint agreement of the City and Union bargaining teams. Where said determination cannot be agreed upon, the issue shall be submitted to the grievance arbitrator whose decision shall be final.

An Employee serving in a temporary or provisional appointment shall not earn classification seniority for layoff/recall purposes in a classification from which the Employee would have been laid off but for the temporary or provisional appointment.

If a regular employee bumps an interim, temporary or seasonal employee, the regular employee shall be paid the applicable pay and benefits of an interim/temporary/seasonal as set forth in Article 3.

#### Section 4. Recall.

Employees will be recalled in the reverse order of layoff. In accordance with the Article entitled Seniority, failure to report to work within five (5) days from the date of receipt of notice of recall from layoff or fifteen (15) calendar days from the date of mailing of notice of recall will be considered a voluntary quit. Notice of recall may be by personal contact, telephone or written communication and may be confirmed by certified mail from the Personnel Office to the Employee's address on file in the Personnel Office. The Employer may, at 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. In the event the Employee is not reached by telephone or in person, and a certified letter is sent, and no response is received by the City from the Employee within one (1) week from the date the certified letter was sent, the Employee shall be by-passed on the recall list and another Employee who can be contacted shall be recalled. Once an

Employee turns down recall to a classification in a promotional unit he need not be contacted for future openings in that classification in that same promotional unit unless such Employee notifies the Personnel Director in writing he would now accept the appointment.

#### Section 5. Layoff List.

Names of Employees who are laid off or reduced shall be placed on the layoff list for the appropriate classification or related job classification for a period equal to the length of City seniority, but in no event for a period of less than one (1) year. Names of probationary Employees who are laid off shall be returned to the eligible list for which certification was made.

#### Section 6. Severance Provisions In Lieu of Layoff.

In the event that an Employee is to be laid off due to the permanent elimination of the Employee's position as a result of the elimination of an entire classification, or the permanent elimination of the Employee's position as a result of contracting or sub-contracting, the Employee may, if eligible, elect, as an alternative to the rights set out above, the following:

(a) If the Employee has accumulated 7300.8 or more service credits, the Employee may elect to receive an additional 1825.2 service credits, which service credits may be used for the purpose of satisfying length of service retirement eligibility requirements and/or retiree health care cost contribution requirements, if any, provided that such Employee immediately retires from employment with the City of Flint; or,

(b) If the Employee has accumulated 3650.4 or more service credits, but less than 7300.8 service credits, the Employee may elect to receive a severance payment equal to the Employee's base hourly wage rate multiplied by 1040, which severance payment shall be included in the Employee's final average compensation, provided that such Employee immediately retires from employment with the City of Flint, with deferred retirement benefits payable to the Employee upon when the Employee would have completed twenty (20) years of service or upon attaining age 55, whichever occurs earlier.

(c) The provisions of this Section, set out immediately above, shall be effective upon the date of ratification of this collective bargaining agreement.

**ARTICLE 18**  
**SHIFT/WORK WEEK SELECTION PROCEDURE**

Shifts, for shift preference purposes, shall be designated as: first shift, any shift during which the starting time is between 4:00 a.m. and 11:59 a.m.; second shift, any shift during which the starting time is between 12:00 noon and 7:59 p.m.; third shift, any shift during which the starting time is between 8:00 p.m. and 3:59 a.m.

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

(a) The selection of shift/work week assignment within the division shall be based upon classification seniority. The shift/work week preference shall be exercised only during the period January 1 through 15, and only after written notice from the Employee of his desire to exercise shift/work week preference shall have been provided to the appropriate supervisor at least thirty (30) days in advance of January 1.

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

(c) Shift/work week preference may also be exercised in the event of a permanent vacancy in the division without regard to paragraph (a) above.

(d) For the purpose of shift/work week preference, ties will be broken by classification seniority in the department. If still tied, total City seniority will prevail.

(e) Whenever possible, Employees will receive ten (10) days notice of changes in shift/work week assignments.

**ARTICLE 19**  
**EXAMINATIONS & PERSONNEL FILES**

**Section 1. Examinations.**

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

An examination shall include all portions of the examination procedure, but not to exceed two (2) days per one (1) examination. Examinations administered during non-scheduled

work hours of an Employee shall be taken at the option of the Employee without debit or credit to his working hours.

Employees requesting permission to take more than two (2) examinations during a calendar year shall be given the extra time off as annual leave or without pay.

#### Section 2. Personnel Files.

Employees can remove service ratings from their Personnel file that are dated prior to July 1, 1979. Probationary service ratings that are dated on or before June 30, 1986, shall be segregated from the balance of the Personnel file so that such ratings shall not be considered by an appointing authority in making promotions.

### **ARTICLE 20** **VETERANS RIGHTS AND BENEFITS**

(a) Compensation To Be Paid Employees, 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 time served in said armed services the same as though the said time was served in the employ of the City of Flint subject to limitations as provided by law. Such Employees who have been reinstated in City employment and have not received compensation or step increases provided for in this paragraph shall be paid such increases retroactive to the date of the Employee's reinstatement.

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

(c) Compensation To Be Paid Veterans Returning As Probationary Employees Probationary Employees who have been in the armed services or the Peace Corps of the United States, under military leave from the City of Flint and subject to limitations provided by law, 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 their probationary period, and upon acquiring the status of regular Employees, be given credit for the purpose of compensation and step increases for the time served in said

armed services as provided in the foregoing section, effective, however, as of the date they acquire status as regular Employees, and not as of the date of reinstatement as probationary Employees.

## **ARTICLE 21** **MILITARY RESERVE LEAVE**

Whenever an Employee who is a member of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, Air Force Reserve or Coast Guard Reserve is called to active duty or is compelled to participate in classes or instruction as part of an activated reserve unit, 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) 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. While on military reserve leave, the Employee will be compensated the difference between his straight time hourly rate and the allowance of the State of Michigan or the governmental authority for such service, provided that the total period of payment shall not exceed three (3) work weeks in any twenty-six (26) payroll periods. Any portion of the military reserve leave extending beyond the period for which payment is made shall be charged to the Employee's accrued annual leave.

Upon return from military reserve leave, the Employee shall furnish his department head with a letter from his commanding officer showing the period the Employee was on active duty or was compelled to participate in classes or instruction as part of an activated reserve unit, and the allowance made to the Employee by the State of Michigan or other governmental authority for such service.

## **ARTICLE 22** **LEAVES FOR UNION BUSINESS**

### **Section 1.**

Employees who are elected or appointed as full time paid Union representatives serving the Union membership of the City of Flint, shall be granted a leave of absence for such purpose without loss of seniority. Applications for such leave shall be in writing, filed with the Personnel Director, and shall be approved on an annual basis with application for continuance of said leave to be made in writing to the Personnel Director thirty (30) calendar days prior to the end of the leave period, and with written notice of the termination of said leave to be

made to the Personnel Director thirty (30) calendar days in advance of the date of termination, provided no more than six (6) Employees shall be on such leave at any one time.

Section 2.

Employees granted such leave shall, upon written request, be paid for all accrued annual leave time standing to their credit at the commencement of such leave.

Section 3.

Employees on such leave shall be eligible to participate in the retirement program by paying or causing to be paid both the Employee's and the Employer's share at the rate for the classification they held at the commencement of such leave.

Section 4.

Seniority shall accrue for the purpose of crediting benefits from such time as he shall return to the employment of the City as though he had continued employment had he worked this period.

**ARTICLE 23**  
**EDUCATIONAL LEAVE**

For the purpose of full-time attendance (as defined by the institution) at an educational institution, any full-time regular Employee with one (1) year of City seniority immediately preceding the request for leave, may be granted an educational leave of absence without pay, up to twenty-six (26) payroll periods.

The Employee shall make a written request for the educational leave twenty (20) days prior to the commencing of the leave to the Chief Personnel Officer. This request shall include the name of the educational institution to be attended, the starting date of attendance (which shall not be more than ten (10) days after the commencement of the leave), date available to return to work, and documentation that the Employee has been admitted to said educational institution.

Within five (5) days of receipt of a proper request by the Chief Personnel Officer, the Employee shall be granted the educational leave. An Employee shall not be granted an educational leave more than twice, nor shall the cumulative educational leave time be greater than twenty-six (26) payroll periods.

The Employee shall give written notice twenty (20) days prior to the expiration of the leave to the Chief Personnel

Officer showing proof of attendance at the educational institution and indicating the date the Employee is available to return to work. The date of return shall be within twenty (20) days of the Employee's last full time attendance at the educational institution. Upon receipt of this notice, the Chief Personnel Officer shall return the Employee to the first available position in the bargaining unit classification from which the Employee took the leave. If the Employee is offered a position and refuses, the Employee shall have voluntarily quit. If no position is available to the Employee within the first twenty-six (26) payroll periods immediately following the date the Employee is available, the Employee shall have voluntarily quit.

#### **ARTICLE 24** **MATERNITY LEAVE**

An Employee with at least 365 service credits who becomes pregnant shall be entitled to a maternity leave of absence, without pay or fringe benefits except as provided herein, up to twenty-six (26) full payroll periods. Such leave may commence at any time after the physician has confirmed pregnancy. The Employee shall furnish the department head with a doctor's certificate in writing confirming pregnancy and stating the period during which the Employee is expected to be able to perform her normal work assignments. The Employee must request the leave in writing not less than three (3) months before the expected birth of the child or thirty (30) days prior to the date the leave commences.

The Employee shall be allowed to continue to work so long as she can furnish a physician's statement certifying her fitness to perform her assigned duties, provided the City reserves the right to require additional medical certification of the Employee's fitness to continue to work at such intervals as it deems appropriate by the nature of the Employee's normal work assignment.

The City reserves the right to require an Employee to take a maternity leave of absence pursuant to this Article at any time during an Employee's pregnancy that the Employee is unable to satisfactorily perform her assigned duties because of her health. It is understood that if a grievance is filed relative thereto, an Employee shall bear the burden of proof throughout the grievance procedure and must prove that she was, and would continue to be, for the time back salary or benefits are claimed, able to satisfactorily perform her assigned duties.

The Employee will be eligible to use accumulated sick leave for any portion of the leave that the physician certifies her as physically unable to work, and for which she is not receiving any other payment under this Agreement. All annual leave shall be taken before the Employee may take leave without pay.

Extended sick leave insurance benefits shall be available to Employees on maternity leave as outlined in the Article entitled Extended Sick Leave Insurance of this Agreement, except that, upon expiration of the period of eligibility set forth in said Article, an Employee may use accrued sick time standing to her credit for any additional period of time that she is unable to return to work for health reasons. If the Employee is physically unable to return to work, or at any time that she becomes physically able to return to work, but wishes to continue on maternity leave, any additional accrued annual leave standing to her credit shall be used before the Employee goes without pay.

Employees returning to work following a maternity leave must make application to the Personnel Office so that arrangements for a re-employment physical examination can be made.

With written approval of her physician, an Employee on maternity leave will be afforded an opportunity to return to work after termination of pregnancy, seniority permitting. Return to work within six (6) payroll periods following termination of pregnancy shall be defined as return to the position vacated, seniority permitting.

An Employee applying for reinstatement subsequent to six (6) payroll periods following termination of pregnancy, but prior to the expiration of said leave, shall be returned to her former classification, seniority permitting. In the event seniority does not permit a return at that time said Employee shall be placed on the layoff list for the appropriate classification or related classification for a period equal to the length of City seniority, but in no event for a period of less than one (1) year.

Except as may be specifically provided in other Articles of this Agreement, no benefits shall accrue during such leave, nor shall such time be considered as time worked. However, a maternity leave will not be considered an interruption of continuous service for the purpose of eligibility for benefits following return to work, and not used during the maternity leave.

#### **ARTICLE 25** **LEAVES OF ABSENCE WITHOUT PAY**

Upon written request of a permanent employee, leave of absence for a period not to exceed one year, may be granted upon recommendation of the appointing authority and approval of the Chief Personnel Officer. Use of leave of absence for a purpose other than that approved may result in the Employee being

terminated. An Employee shall not accept employment elsewhere while on a leave of absence unless approved by the Personnel Director. Acceptance of employment or working for another employer while on a leave of absence shall be grounds for discipline and may result in the Employee being terminated.

Failure on the part of an Employee on leave to report at its expiration shall be regarded as an automatic resignation. The Employee shall give written notice at least twenty (20) days prior to the expiration of the leave of intent to return from said leave, indicating the date the Employee is available to return to work. The Employee will be returned to the position held at the time of the leave, seniority permitting. If seniority does not permit, the Employee will be returned to the same classification or directly related classification, seniority permitting. If seniority still does not permit the Employee to return, the Employee will be placed on the appropriate recall list and shall be treated as a laid off Employee thereafter. Seniority shall be retained but shall not accumulate during a leave of absence without pay.

**ARTICLE 26**  
**ANNUAL LEAVE**

Annual leave shall be computed and accrued on the basis of each payroll period that a regular Employee has at least 72 hours of straight time pay. If a regular Employee has forty (40) hours of straight time pay in a payroll period, but less than 72 hours, the Employee shall accrue one-half (1/2) the amount shown in the schedule below. Annual leave shall be based on City seniority as defined in the Article entitled Seniority of this Agreement and shall be accrued on the following basis:

<u>Service Credits</u> <u>(Approximate Years)</u>	<u>Hours Accrued</u> <u>Per Payroll</u> <u>Period</u>	<u>Maximum Accumulated</u> <u>Hours For</u> <u>Employees Hired:</u>	
		<u>Before</u> <u>1-1-78</u>	<u>After</u> <u>1-1-78</u>
Less than 1825 (under 5)	4.6	296	141
1826 - 3649 (5 thru 9)	6.2	416	205
3650 (10)	6.5	440	218
4015 (11)	6.8	464	231
4380 (12)	7.1	488	244
4745 (13)	7.4	512	256
5110 (14)	7.7	536	269
5475 (15)	8.0	592	282

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 as provided herein shall not be

forfeited in the event 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 Worker's Compensation of the State of Michigan, and because of said illness or injury is unable to utilize accumulated annual leave. Any excess annual leave accumulated and unused due to compensable injury 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 the beginning of the pay period on or after October 1, 2003, the annual leave maximum accumulated annual leave hours shall be reduced across the board by 20% for employees hired after January 1, 1978 (see chart above for new maximums). Further, an employee whose annual accumulation on October 1, 2003, exceeds the new maximum accumulated hours will be grandfathered (i.e., the employee can still accrue and use vacation up to the old maximum but payout of annual at time of termination shall not exceed the new maximum accumulated hours).

Further, effective the beginning of the pay period on or after July 1, 2006, the hours accrued per payroll period for annual leave shall be reduced across-the-board .5 hours. Effective the beginning of the pay period on or after July 1, 2007, the hours accrued per payroll period shall be reduced by an additional .5 hours. The City intends to implement similar reductions for its non-union work force. In the event the City does not implement similar reductions for its non-union work force in the hours accrued per payroll period for annual leave, these annual leave reductions for this bargaining unit will not occur. Further, should the non-union work force have the hours accrued per payroll period for annual leave restored, the bargaining unit employees will be similarly restored.

For employees hired on or after October 1, 2003, the hours accrued per payroll period shall be as follows:

Less than 1825 (Under 5)	3.1
1826-3649 (5 thru 9)	4.7
3650 (10)	5.0
4015 (11)	5.3
4380 (12)	5.6
4745 (13)	5.9
5110 (14)	6.2
5475 (15)	6.5

Vacation schedules shall be developed by the division head on the basis of departmental seniority. Within the discretion of the division head, the Employee may be required to work all or part of the time that the Employee would normally have been on leave, and in lieu of annual leave, shall be paid the annual leave pay provided in this Article, which annual leave shall be

in addition to the compensation received for the time actually worked during said period.

Employees shall earn 365 service credits before annual leave may be utilized. Upon completion of this initial term of employment, the Employee shall be credited with annual leave accrued during the preceding twenty-six (26) payroll periods. In the case of Employees who go into the armed forces of the United States, such Employee shall receive allowance for annual leave computed under the terms hereof from date of employment without regard to whether said Employees have worked less or more than one (1) year.

Employees requesting annual leave in less than forty (40) hour increments may be required to make request and receive approval from the division head twenty-four (24) hours prior to the commencement of the leave.

Leave for emergency purposes shall be deducted from the Employee's accrued annual leave. Use of annual leave for emergency purposes shall be authorized by the department head without regard to the twenty-four (24) hour notice. Any time an Employee uses annual leave for emergency purposes without prior notice on more than one (1) occasion within the preceding twelve (12) months, the department head may require evidence that an emergency existed prior to authorizing payment for such leave.

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. In the event of the Employee's death, unused accumulated annual leave shall be paid to the beneficiary named by the Employee for retirement purposes.

No sick or annual leave balance 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.

## **ARTICLE 27** **SICK LEAVE**

Sick leave benefits shall be available at the straight time hourly rate for the classification occupied at the time sick leave is used. Sick leave benefits shall be earned and accrued by regular Employees as defined herein at the rate of three (3) hours of sick leave for each payroll period that the Employee has at least seventy-two (72) hours of straight time pay. If a regular Employee has forty (40) hours of straight time pay, but less than seventy-two (72) hours of straight time pay in a payroll period, the Employee shall earn and accrue one and one-half (1 1/2) hours of sick leave. Part time Employees who, at the time of employment and thereafter, are regularly scheduled to work a minimum of thirty (30) hours per week shall earn and

accrue two and one-quarter (2 1/4) hours of sick leave for each sixty (60) hours or more of straight time pay in a payroll period.

No sick leave shall be earned or accrue if an Employee has been on sick leave or Workers' Compensation for the entire payroll period. Sick leave earned and credited to the Employee shall accrue on an unlimited basis.

Sick leave shall accrue from the date of employment and shall be credited to the Employee each payroll period. Employees who separate from City employment prior to accumulation of 182 service credits, who have received sick leave pay, shall have deducted from their final paycheck or from their refund of retirement contributions, an amount equal to that previously received for sick leave.

Charges against accrued 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.

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

Departmental rules may require that the Employee notify his department prior to the start of his normal work shift of any disability or illness which will cause his absence. In all other cases, the Employee shall notify his department of such disability or illness within one-half (1/2) hour after the start of his normal work shift.

Notification to the division head and request for sick leave may be made by telephone, and the appropriate division head or his authorized representative will cause a written request to be filed. In those instances where an Employee has advance knowledge of a health condition necessitating a sick leave, the Employee shall, prior to the beginning of the leave, file a written request for sick leave with the appropriate division head or his authorized representative.

Any Employee who has exhausted his available sick leave shall have any additional lost time due to his health charged against and deducted from earned 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 straight time hourly rate for a normal work week.

When an Employee is absent from work for a period of three (3) or more consecutive work days, a certificate from a licensed physician, noting the cause of such absence may be required and if required, shall be furnished before the leave request is granted for purposes of compensation. In addition thereto, the Employee may be required by the department head or authorized representative to be examined by the City Physician to determine whether the Employee has recovered sufficiently from the condition causing such absence to return to work.

A certificate from a licensed physician noting the cause of the absence may be required by the department head of any Employee who has taken sick leave on seven (7) or more occasions within the fiscal year; except that Employees employed in Water Pollution Control Facilities shall be allowed ten (10) sick leave occasions before a certificate may be required.

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

## **ARTICLE 28** **NEUTRAL MEDICAL OPINIONS**

When the Employer's physician has determined that an Employee is either able or unable to work and the Employee's private physician disagrees, the matter shall be settled 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, a physician shall be chosen by Medical Evaluation Specialists or a similar institution within ten (10) working days of a written request to the institution. Failure to act within the aforementioned time limits will not invalidate the third physician's decision. The cost of the third independent physician will be shared equally by the City and the Employee. The opinion of the third physician shall be final and shall not be subject to the grievance procedure.

**ARTICLE 29**  
**EXTENDED SICK LEAVE**

A regular non-seasonal Employee with 365 service credits, who has used all available paid leave time, and not drawing extended sick leave insurance benefits, and who continues to be unable to return to work due to his health, may be granted an extended sick leave without pay.

Applications for extended sick leave shall be submitted to the Personnel Department and shall be accompanied by a statement from the Employee's personal physician which included a diagnosis and the expected date of recovery and return to work.

Upon receipt of such statement, the Employee will be placed on extended sick leave without pay or benefits for a period not to exceed thirteen (13) payroll periods.

The City will notify an Employee on extended sick leave insurance, preferably with their next to the last insurance check, of the number of sick and annual days available to them and that they must apply for extended sick leave, as provided in Article 27, within 10 calendar days of receipt of this notice or prior to expiration of indicated sick and annual days, whichever is the last to occur. The notification shall inform the Employee that failure to apply as provided above will result in his being considered as having resigned.

An Employee with less than 365 service credits who exhausts all available sick leave, annual leave and applicable extended sick leave insurance may, upon application, be granted an extended sick leave upon recommendation of the appointing authority and authorization by the Personnel Director. Such leave will be for 13 payroll periods only and shall not have the 39 payroll periods for remaining on a lay off list.

Return from extended sick leave within six months, as provided in Article 27, shall mean return to their classification consistent with their seniority and not necessarily to their previous position and/or department.

Not less than five (5) days prior to the date the Employee expects to return to work, the Employee shall notify the Personnel Department of his return to work so arrangements for a physical examination may be made, if required.

If an Employee is unable to return to work because of the continuing disability at the expiration of the thirteen (13) payroll periods, he will be placed on the layoff list for his respective classification consistent with his seniority, for thirty-nine (39) payroll periods. At any time during said period that the Employee has recovered, and a position in his classification or related classification becomes available and is not accepted by the Employee, the Employee shall be

considered as having voluntarily quit. If no position has become available during said period the Employee's name shall be removed from the layoff list.

While on layoff list, the Employee may apply for openings as they become available. In the event the Employee has elected to withdraw his retirement contributions, he shall be permitted to re-acquire the benefits earned by complying with the applicable provisions of Ordinance No. 1860.

### **ARTICLE 30** **RETURN TO WORK - LIGHT OR FULL DUTY**

#### **Section 1.**

An Employee who is receiving extended sick leave insurance benefits, or who is on extended sick leave, may be examined by the Employer's medical representative, without cost to the Employee, to determine whether he is able to return to work for full or light duty.

An Employee receiving Workers' Compensation benefits, under the Workers' Compensation Act, may be examined by the Employer's physician without cost to the Employee, to determine whether he is able to return to work for full or light duty.

Light duty, when available, may be assigned by an Employee's supervisor to an Employee who is not precluded by the nature of his health problem from performing light duty within the department.

The Employer shall make the sole determination as to the availability and assignments of light duty. Employees are required to accept light duty assignments.

#### **Section 2. Light Duty Pool.**

##### **STATEMENT OF POLICY:**

1. Every effort will be made to find suitable work for Employees who become physically unable to perform their regular job because of a job-related illness or injury.
2. An Employee who is classified by the City Physician for "light duty only" may be assigned to a "light duty pool" for a pre-determined maximum period of time, and the Employee will be provided light work if it is available.

##### **PROCEDURES FOR IMPLEMENTATION:**

1. When the City Physician certifies an Employee for light duty work the Employee will report back to his regular place of employment, and the supervisor will determine if light duty work is available in the regular department. If light duty work is not available in the regular department, the supervisor will instruct the Employee to report to the Personnel Office at 8:00 a.m. on his next regular work day for temporary assignment.
2. The Employee assigned to the "light duty pool" will be sent out on work assignments. Such light duty assignments will be generated by the various departments and divisions who have the responsibility of calling the Personnel Office each morning indicating the nature of the work to be performed as well as the number of Employees requested.

If a work assignment is not made by 10:00 a.m., the Employee will be sent home for the remainder of the day with instructions to return on the next regularly scheduled work day. Employees assigned to light duty will receive the base rate of their current classification and will be retained on their regular departmental payroll during such temporary assignment to light duty. In the event no assignment is given and the Employee is released as provided above, he shall receive 7 hours pay for that day, provided however, that said Employee will have been considered paid for 8 hours for all other purposes. A full 8 hours pay will be afforded Employees who receive assignments.

3. The "light duty pool" is not intended nor shall it be used to erode or supplant the regular work force. The department will refrain from use of such Employees on a regular basis to such extent as to eliminate the need for regular or seasonal Employees.
4. The Personnel Director will be responsible for determining which Employees are more suitable for various assignments based on the individual Employee's suitability and/or adaptability to perform the desired duties.
5. Employees assigned to the Personnel Office for light duty assignments will report all absences such as sick leave, annual leave, and the like to the Personnel Office who will then notify the Employee's permanent department and temporary

department of such absence. The Personnel Office will inform Employees assigned to the light duty pool of this responsibility.

### **ARTICLE 31** **BEREAVEMENT LEAVE**

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

(b) When death occurs to any of the Employee's parents-in-law, brothers, sisters, sisters-in-law, brothers-in-law, grandparents, grandparents-in-law, sons-in-law, daughters-in-law, grandchildren, or other relatives permanently residing in the Employee's home, the Employee, upon request, will be granted bereavement leave for the first three (3) scheduled working days immediately following the date of death, provided they attend 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 instances where the funeral is delayed, such as for an autopsy or while the body is being shipped, etc., the bereavement leave shall be delayed accordingly provided documentation of the delay is furnished upon request.

(d) 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.

(e) If a death occurs under these provisions while an Employee is on annual leave, upon notice his status shall be changed from annual leave to bereavement leave.

(f) Employees granted bereavement leave under this Article shall, after making written request for this leave and submitting proof of relationship, receive the amount of wages they would have earned by working during the straight time hours on such scheduled days of work for which they are on bereavement leave.

(g) 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 32** **WORKERS' COMPENSATION**

Employees shall be covered by the Workers' Compensation Act and applicable state regulations. The following provisions will be applicable only upon determination, whether voluntary or by order, that the Employee is eligible for workers' compensation benefits.

(a) An Employee who receives State mandated workers compensation payments, shall also receive a supplemental amount to total the equivalent of eighty percent (80%) of his straight time hourly wage, exclusive of any premium pay. An Employee shall be entitled to such supplemental pay for a maximum of fifty-two (52) weeks for the duration of an unbroken leave of absence attributable to a compensable injury or illness, the total sum of which will be used in computing retirement benefits. Supplemental compensation will not be paid where the injury sustained was due to the gross negligence of the Employee, nor if such injury occurred while an Employee was performing activities not related to his employment, nor during the first week of such leave.

In cases where medical certification indicates an extension of the fifty-two (52) week convalescent period would result in the Employee's return to work, an extension of these benefits may be granted by the Director of Labor Relations or appropriate City official.

(b) All health and life insurance premiums shall be paid by the City while an Employee is on workers' compensation.

(c) At such time as an Employee returns to work from a compensable injury or illness, he shall receive service credits for the period during which workers' compensation was paid.

(d) 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.

(e) Whenever an Employee suffers an illness or injury arising out of or during the course of his employment compensable under the Workers' Compensation Act, time lost as a result of such injury shall not be deducted from the Employee's sick or annual leave, provided, however, that the Employee may elect to be paid for all hours of accrued annual leave standing to his credit, which payment will be over and above any workers' compensation and/or supplemental pay he may be entitled to, in

which event said time will be deducted from his accrued annual leave.

### **ARTICLE 33 JURY DUTY**

(a) Time spent by an Employee on jury duty during his normal work shift before any Federal or State Court shall be considered as time worked. The Employee shall inform the immediate supervisor of such obligation as soon as possible following receipt of the subpoena.

(b) An Employee complying with the above responsibilities, and upon supplying to the appropriate department head adequate proof that he has reported for such jury duty, shall turn over to his supervisor his jury pay, who in turn shall deposit said pay with the appropriate fiscal officer.

(c) An Employee serving on a jury who completes such jury duty prior to the end of the work day shall promptly report to his supervisor and return to his regular position for completion of the work day, unless the Employee has had prior authorization from his supervisor to charge the remainder of his work shift to accrued annual leave, in which event the Employee shall promptly report to his supervisor the number of hours spent on jury duty. Reasonable time will be afforded for a lunch break and for change of attire, where applicable, prior to reporting for work for the balance of the shift.

### **ARTICLE 34 COURT TIME**

Employees subpoenaed to appear in any Federal or State Court, as the result of their employment shall have such time treated as time worked. Subpoena fees received by said Employees shall be paid to their supervisor, who shall deposit said sum with the Department of Finance. Mileage fees received by Employees shall be delivered to the supervisor and deposited by him/her with the Finance Department only in those instances where transportation is furnished by the City or the Employee is being paid mileage for the use of his private vehicle for City business. Police Department Employees required to appear on a regular day off shall be paid in accordance with the Article entitled Call-In Pay.

### **ARTICLE 35 COMPENSATION FOR TIME NOT WORKED**

No Employee shall receive compensation for time not expended in City employment except as earned and paid pursuant

to this Agreement. It is understood that this provision does not apply to back pay awards made by any court, commission, or person authorized by law or by mutual agreement to do so.

**ARTICLE 36**  
**HOLIDAYS**

Section 1. Holiday Observance.

The following days shall be designated as holidays:

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

All holidays shall be observed on the actual calendar day of their occurrence except in the following situations:

For Employees with a normal work week which enables them to have every Saturday and/or Sunday off, any holiday which has a calendar date falling on a Saturday and/or Sunday, the calendar date shall be ignored and the holiday shall be observed as follows: holidays occurring on a Saturday will be observed on the preceding Friday; holidays occurring on a Sunday will be observed on the following Monday; consecutive holidays occurring on Friday and Saturday will be observed on Thursday and Friday; consecutive holidays occurring on Sunday and Monday will be observed on Monday and Tuesday.

Section 2. Employees Who Are Not Required To Work.

- (a) In the event a Holiday falls on the Employee's regularly scheduled work day, the Employee shall receive eight (8) hours of straight time pay.
- (b) In the event a Holiday falls on the Employee's regularly scheduled day off, the Employee shall be credited with eight (8) hours of annual time.

Section 3. Employees Who Are Regularly Scheduled To Work.

- (a) For all hours worked, the Employee shall receive:
  - (i) one and one-half (1 1/2) hours of straight-time pay and

- (ii) either eight (8) hours of straight time pay or be credited with eight (8) hours of annual time.
- (b) In the event an Employee works twelve (12) or more hours, the Employee shall receive for all hours over eight (8) either additional straight-time pay or be credited with annual time for all hours worked over eight, at the Employee's option.

Section 4. Employees Who Are Not Regularly Scheduled To Work But Who Are Called-In To Work Or Who Are Scheduled To Work Overtime.

- (a) For all hours worked, the Employee shall receive:
  - (i) one and one-half (1 1/2) hours of straight-time pay and
  - (ii) either eight (8) hours of straight-time pay if the Holiday falls on the Employee's normal work day or be credited with eight (8) hours of annual time if the Holiday falls on the Employee's regularly scheduled day off.
- (b) In the event an Employee works less than eight (8) hours, the Employee shall be credited with additional annual time for all hours worked.
- (c) In the event an Employee works eight or more hours, the Employee shall receive either additional straight-time pay or be credited with additional annual time for all hours worked, at the Employee's option.

Section 5. Easter Sunday.

Regular Employees who are required to work on Easter Sunday shall be paid at the rate of one and one-half (1 1/2) times their straight time hourly rate for all hours worked, but shall receive no other premium for hours worked on said day.

Section 6. Duplication of Holiday Benefits.

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

Section 7. Unauthorized Leave.

Employees who are absent the last scheduled work day preceding the holiday, or the first scheduled work day following a holiday, which absence is not authorized, shall forfeit holiday pay. Employees scheduled to work on a holiday, who fail

to report for work and whose absence is unauthorized, shall forfeit holiday pay.

Section 8. Probationary Employees.

Employees who separate from City employment prior to accumulation of 182 service credits, who have received holiday pay, shall have deducted from their final paycheck or from their refund of retirement contribution, an amount equal to that previously received as holiday pay.

**ARTICLE 37**  
**SUSPENSION OF NON-CRUCIAL SERVICES**

The determination that an emergency exists, and the services deemed crucial under the conditions existing at the time, shall be at the sole discretion of the Mayor. An announcement through the news media by the Mayor or his designated representative shall advise the Employees of the emergency and shall specify, by divisions, those Employees deemed to be crucial and who are required to report to work.

1. If the declaration of emergency occurs prior to 7:00 a.m., only those Employees engaged in crucial services shall report for work, and said Employees shall be compensated as follows:

(a) Regular Employees engaged in crucial services, who are required to work during the period of the emergency shall be compensated at their straight time hourly rate for their normal work shift and at overtime rates for all hours in excess of their normal work shift. In addition, said Employees shall be credited with annual leave, equal to the total number of hours worked, or in lieu of such annual leave said Employees may elect to receive compensation for said hours at their straight time hourly rate.

(b) Regular Employees engaged in non-crucial services, and not required to work and regular Employees engaged in crucial services who are unable to report for work as a direct result of the conditions necessitating the declaration of emergency shall be paid their straight time hourly rate for a normal work shift and shall have twenty-five percent (25%) of said shift charged to their accrued annual leave.

2. If the declaration of emergency occurs after the start of the Employees' regular shift, said Employees shall be compensated as follows:

(a) Regular Employees engaged in crucial services shall be compensated in accordance with paragraph 1(a) above, with the exception that earned annual leave shall be credited for only those hours worked after the declaration of the emergency.

(b) Regular Employees engaged in non-crucial services shall be sent home, but shall be compensated at their straight time hourly rate for a normal work shift with twenty-five percent (25%) of the time not worked charged to their accrued annual leave.

3. Temporary or part-time Employees engaged in crucial services who are required to work during the period of the emergency shall be compensated in accordance with paragraphs 1(a) or 2(a) above, except that said Employees shall not be credited with annual leave equal to the number of hours worked but shall receive payment therefore.

4. Employees who are on authorized sick or scheduled annual leave prior to the declaration of emergency shall have their absence charged to the appropriate accrued leave.

### **ARTICLE 38** **OVERTIME**

Employees who work in excess of their normal work shift, defined as the first eight (8) hours worked within a continuing twenty-four (24) hour period, and/or normal work week shall be paid overtime premium pay at the rate of one and one-half (1 1/2) times their basic rate of compensation for such excess.

All work in excess of a normal work shift and/or normal work week shall be approved by the supervisor prior to commencement of such work. All time paid is to be considered as time worked.

### **ARTICLE 39** **OVERTIME DISTRIBUTION**

Overtime work shall be distributed equally to Employees qualified to do the work available, working within the same job classification within the division. The distribution of overtime shall be equalized annually as nearly as possible beginning on the first day of July. At the end of the annual distribution period, the City shall pay to the Employees in the same classification, on a proportionate basis, an amount of money representing the number of hours beyond twenty-four (24), on a straight time basis, that the highest single Employee is ahead of the lowest single Employee of said classification in overtime, unless the cause of such variance was beyond the

control of the City. Employees who are called for overtime, but are not reached, shall be charged with overtime as if worked only for the purpose of determining the amount to be paid by the City as provided above. A record of such charged time shall be listed separately and posted monthly along with the record of overtime hours worked by each Employee. The balancing of overtime distribution for engineering technicians and engineers assigned to specific projects and other specific classifications may be waived by mutual agreement between the Union President or his designate and the department involved.

On each occasion, the opportunity to work overtime shall be offered to the Employee within the job classification who has the least number of overtime hours to his credit at that time; provided, however, that no movement from one work location to another shall be mandatory on the Employer. If this Employee does not accept the assignment, the Employee with the next fewest number of overtime hours to his credit shall be offered the assignment. In all cases, the division Union Steward shall be given the opportunity to work whenever six (6) or more Employees are working overtime in one division; provided he is able to perform available work.

Employees who enter a classification due to a personnel status change, other than recall, shall be credited with the highest number of overtime hours charged to the employees of that classification during that fiscal year. An employee who is returned to his/her former classification from layoff status, shall be placed in the identical position on the overtime list that the employee held at the time he/she left the classification due to layoff.

An employee returning to work who has been unable to work for at least thirty (30) calendar days due to sickness or injury shall be placed in the identical position on the overtime list that the employee held at the time of the commencement of the sick/injury leave.

A record of the overtime hours worked by each Employee shall be posted on the division bulletin board monthly. Within thirty (30) days the bargaining unit will examine the overtime hours posted and bring to the attention of management any discrepancies noted. It shall be mandatory that Employees accept overtime assignments when necessary to provide essential services. When an Employee refuses an overtime assignment, for purposes of overtime equalization, he shall be credited with double the hours actually worked by other Employees on each occasion. For the purpose of overtime equalization, dual classified Employees working overtime in the higher classification shall be charged in both classifications for the overtime hours worked in the higher classification.

In the Street Division of the Department of Public Works, each of the two (2) sections shall be considered a division for the purpose of this Article only.

In the Water Service Center Division, the overtime distribution will be as per agreement for that division.

#### **ARTICLE 40** **CALL-IN PAY**

Any Employee brought back to work on call-in, shall be paid at one and one-half (1 1/2) times his straight time hourly rate of compensation a minimum of three (3) hours. Employees receiving stand-by pay brought back to work on call-in, shall be paid one and one-half (1 1/2) times his straight time hourly rate of compensation for time actually worked. Provided, however, any Employee called back to work, who management works to the beginning of his shift shall not be entitled to call-in pay.

#### **ARTICLE 41** **STANDBY**

An Employee may be required to remain on call at his regular place of abode or other reasonably accessible location for one (1) week period beginning at the end of his work shift each Monday. Standby duty is to be rotated among qualified Employees of said department. An Employee on standby duty shall receive one (1) hour pay at one and one-half (1 1/2) times his straight time hourly rate of pay for each calendar day, Monday through Friday, and two (2) hours pay at one and one-half (1 1/2) times his straight time hourly rate of pay for each calendar Saturday, Sunday and/or holiday of standby duty. Additional benefits do not accrue for standby.

#### **ARTICLE 42** **SHIFT PREMIUM**

##### **Section 1. Employees Hired On or Before June 30, 1997.**

For Employees hired on or before June 30, 1997, a shift premium of 6.5 percent (6.5%) per hour worked shall be paid to all Employees working on regularly scheduled second or third shifts. First shift Employees who are scheduled to work beyond their normal work shift shall not receive shift premium unless the overtime worked on the regularly scheduled second or third shift exceeds four (4) hours. Second and third shift Employees who work beyond their normal work shift shall receive shift premium for all hours worked.

Section 2. Employees Hired On or After July 1, 1997.

For Employees hired on or after July 1, 1997, a second shift premium of either 6.5 percent (6.5%) per hour worked or fifty cents (\$0.50) per hour worked, whichever is less, shall be paid to all employees working on a regularly scheduled second shift. For employees hired on or after July 1, 1997, a third shift premium of either 6.5 percent (6.5%) per hour worked or seventy-five cents (\$0.75) per hour worked, whichever is less, shall be paid to all Employees working on a regularly scheduled third shift. First shift Employees who are scheduled to work beyond their normal work shift shall not receive a second and/or third shift premium unless the overtime worked on the regularly scheduled second or third shift exceeds four (4) hours. Second and third shift Employees who are scheduled to work beyond their normal work shift shall receive their respective second or third shift premium for all hours worked, except second shift Employees who are scheduled to work four (4) or more hours beyond their normal work shift shall receive a third shift premium.

Section 3. Computation of Shift Premium.

Such shift premium shall not be added to the base rate of any classification nor shall it be used in computing any payments for hours not worked, except that shift premium shall be used in computing payment for any holiday set forth in Section 1 of the Article entitled Holidays for Employees who would have been required to work the second or third shift on said day, except for the holiday. Provided, however, where applicable, shift premium shall be used in computing overtime rates.

**ARTICLE 43**  
**WEEK END DIFFERENTIAL**

Section 1. Employees Hired On or Before June 30, 1997.

Regular Employees working on operations which are classified as continuous operations, excluding seasonal, part-time, and all other Employees, who were hired on or before June 30, 1997 shall be paid a week end differential of 6.5 percent (6.5%) per hour worked on Saturday and/or Sunday when the Saturday and/or Sunday work is a regularly scheduled work day of their normal work week. Such week end differential shall not be added to the base rate of any classification. In addition, such week end differential shall not be used in computing any payments either for second or third shift premium or for hours not worked.

Section 2. Employees Hired On or After July 1, 1997.

Regular Employees working on operations which are classified as continuous operations, excluding seasonal, part-time and all other Employees, who were hired on or after July 1, 1997 shall be paid a week end differential of either 6.5 percent (6.5%) per hour worked or fifty cents (\$.0.50) per hour worked, whichever is less, on Saturday and/or Sunday when the Saturday and/or Sunday work is a regularly scheduled work day of their normal work week. Such week end differential shall not be added to the base rate of any classification. In addition, such week end differential shall not be used in computing any payments either for second or third shift premium or for hours not worked.

#### **ARTICLE 44** **CAR AND MILEAGE REIMBURSEMENT**

An Employee may be assigned a City vehicle if one is available. If none is available, however, the Employee shall furnish his or her own transportation when required to perform their assigned duties.

##### Section 1. Mileage Reimbursement.

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

Employees who use their vehicles regularly on a daily basis (e.g., Water Meter Readers) shall be reimbursed for all miles driven at the standard mileage rate established by the Internal Revenue Service (i.e., IRS), but in no event shall such Employees be reimbursed less than \$150.00. However, in the event such an Employee is absent in excess of five (5) days in a month, one twenty-second (1/22) of the minimum rate shall be deducted for each day over five (5) days that said Employee is absent, provided such deductions will not cause the monthly allowance to be less than \$75.00 per month.

In order to receive any type of Mileage Reimbursement, a record of all actual miles driven shall be required by each Employee prior to receiving reimbursement. Said record shall be on forms provided by the City and submitted to the Employee's Department/Division for review which will then forward the record to the Department of Finance for inspection and payment.

Section 2. Assessment Division, Division of Building and Safety, and Meter Readers.

Eligible employees in the Assessment Division and the Division of Building and Safety Inspections shall have the option of either being reimbursed for actual miles driven in accordance with Section 1 above or being given a Car Allowance of \$225.00 per month. Each eligible Employee shall choose to either receive reimbursement for actual miles driven or be given a monthly Car Allowance in January of each contract year.

In the event an Employee who elects to receive a monthly Car Allowance is absent in excess of five (5) days in a month, one twenty-second (1/22) of the monthly rate shall be deducted for each day over five (5) days that said Employee is absent, provided such deductions will not cause the monthly allowance to be less than \$75.00 per month.

Section 3. Provision of Liability Insurance.

Each such Employee shall provide liability insurance of \$100,000/\$300,000. The employee shall keep on file with his/her department a copy of written documentation from the carrier indicating that the employee's current coverage meets the above minimum and shall notify the Department Head and Risk Management within five (5) working days of any cancellation of coverage.

Section 4. Termination of Requirement.

The City, in its discretion, may eliminate the requirement of an Employee providing his own transportation and alternatively require the Employee to use transportation provided by the City, provided that three (3) months notice shall be given to Employees who will no longer be required to provide transportation, and three (3) months notice shall be given to Employees who will be required to provide transportation except, however, that new Employees may be required to provide such transportation as a condition of employment.

Section 5. Issuance of Checks.

Mileage reimbursement checks shall be payable on the first Friday following the submission of a mileage record to the Department of Finance, as long as the payables deadline established by the Department of Finance has been met. Car allowance checks shall be payable on the first payday of the month following the month the mileage was driven.

**ARTICLE 45**  
**PAY DAYS**

The pay days are alternating Fridays and shall include payment of wages earned in the payroll period ending the preceding Saturday. Employees working on their regular shifts on pay day will be paid on the job not later than three (3) hours after the start of their regular shifts. When a holiday falls on a regular pay day, checks will be distributed as soon as practicable on the day preceding the holiday. Pay day for night shift Employees and Employees who are on an approved leave will be Thursday afternoon, if available.

Employees are expressly prohibited from cashing pay checks or conducting personal business on City time.

**ARTICLE 46**  
**COMPENSATION SCHEDULES**

The salaries and wages to be paid under this Agreement shall be in full accord with the compensation schedules attached to this Agreement as Appendix A.

**ARTICLE 47**  
**DUAL CLASSIFICATIONS**

Section 1. Compensation.

Employees who are employed in dual classification positions shall be paid at the rate which will reflect the time worked by the Employee in each classification. Payment shall be made for time worked in the higher classification to the next one-half

(1/2) hour. In no case shall an Employee performing work in the higher classification be paid less than one-half (1/2) hour at the higher rate.

Effective July 1, 1990, an Employee working in a dual classification position, of which one position is represented by Local 1600 and one is represented by Local 1799, shall be paid for time worked in the Local 1799 position at the Local 1799 hourly wage rate then in effect. If, and when, Local 1799 receives hourly wage rate adjustments, however, these hourly wage rate adjustments shall not be given retroactive effect but shall take effect at the start of the first full pay period following ratification of any Local 1799 collective bargaining agreement. In all other respects and for all other purposes, including fringe benefits, such dual classified employees shall be treated as a member of the Local 1600 bargaining unit.

#### Section 2. Leaves.

When taking annual leave or sick leave, Employees who are employed in dual classification positions shall be paid at the higher rate. Payment shall be made on an hourly basis for the time worked in classification to the nearest one-half (1/2) hour.

#### Section 3. Promotions.

Employees who are employed in dual classification positions shall be offered the first opportunity for promotion to a single classification opening when said position is the Employee's higher classification in the same promotional unit. Such promotional opportunities will be offered to Employees on the basis of seniority in his/her dual classification position.

#### Section 4. Assignments.

Assignments in the higher classification shall be in accordance with seniority in the dual classification; provided, however, movement from one promotional unit to another will not be required. Transfers from crew to crew shall not be required for overtime assignments.

### **ARTICLE 48** **PAY LEVEL - RECLASSIFICATION AND REALLOCATION**

When an Employee is placed in a different pay level by reason of reclassification or reallocation, said Employee's pay rate will be effective as follows:

(a) Decrease in Compensation shall be effective the first full pay period following the date of change in classification or allocation.

(b) Increase in Compensation shall be paid at the beginning of the pay period in which such change is made if the change falls during the first week of the pay period. If the change falls during the second week of a pay period, the increase will be effective the beginning of the next pay period. Provided, however, that said increase in compensation, when resulting from reclassification, may be withheld until the beginning of the next fiscal year so long as the affected Employee is compensated retroactively for the difference in compensation.

#### **ARTICLE 49** **CHANGES IN RATES OF COMPENSATION**

(a) Credit towards step advancements in the Compensation Plan shall accrue only for City seniority, as defined in the Article entitled Seniority.

(b) Changes in compensation shall be paid at the beginning of the pay period if the change falls during the first week of the pay period. If the change falls during the second week of the pay period, the increase will be effective the beginning of the next pay period.

(c) When an Employee is placed in a lower classification as the result of bumping exercised in accordance with the Article entitled Layoff-Recall, the change in rate of compensation shall become effective concurrent with the change in classification.

#### **ARTICLE 50** **WAGE INEQUITY PROGRAM**

The Wage Inequity Program is the sole avenue for any wage adjustments or allocation of bargaining unit positions for pay purposes. Within thirty (30) days following ratification of this Agreement, and during July of each year of the Agreement, the negotiating teams for the City of Flint and Local 1600, AFSCME, will meet to review potential wage inequities.

It is understood that the Union and the City will submit classifications to be considered, and following agreement upon such classifications, the parties will conduct a salary survey of selected Employees to be agreed upon for the purpose of establishing comparative wage rates, utilizing the fourth (4th) year step in such compensation schedules. In the absence of comparative classifications, benchmark classifications will be utilized. Any classifications found to be within five (5%)

percent of the average salary for such comparative classification shall not be favorably considered.

Wage adjustments made will be in accordance with the existing compensation schedule and will be made in pay level increments. Any balance so remaining in the fund balance of the Wage Inequity Program will be carried over to the succeeding year of such contract. Any funds allotted in excess of the maximum will be encumbered upon the subsequent year's allotment.

If a disagreement arises as to this procedure of its application, same shall be submitted to an outside third party arbitrator specializing in wage and salary administration for a final determination.

#### **ARTICLE 51 REST AND MEAL PERIODS**

(a) All Employees shall have two (2) rest periods of fifteen (15) minutes per normal work shift to be scheduled by the immediate supervisor. Said periods shall not be cumulative, nor shall Employees be entitled to additional compensation in lieu of a rest period. Employees who work in excess of a normal work shift shall be permitted an additional fifteen (15) minute rest period upon completion of each two (2) hour period on a like basis.

(b) Meal Periods. All Employees shall be granted a lunch period for which time they shall not be compensated during each work shift. Whenever practical, the lunch period shall be scheduled at the middle of each shift.

(c) Employees working in those continuous operations where unpaid lunch periods are impractical shall be given twenty-five (25) minutes for a meal break.

#### **ARTICLE 52 AUTHORIZED PAYROLL DEDUCTIONS**

##### Section 1.

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

Employees shall sign appropriate authorizations for the withholding from wages of any overpayment made to them by the City. The maximum amount of any such withholding for any such overpayment shall be Twenty Dollars (\$20.00) per pay period. The question of whether any overpayment exists shall be subject to the collective bargaining agreement grievance procedure.

## Section 2.

Employees may sign appropriate authorizations for the withholding from wages for the following: Blue Cross/Blue Shield, savings bonds, contributions to United Way, credit union, City Employee Club dues, death benefit assessments, contributions to a deferred compensation plan, Local 1600 Political Action Committee, and other deductions mutually agreed upon.

### **ARTICLE 53** **TUITION REIMBURSEMENT**

(a) If a regular Employee desires to enroll in one or more courses at an accredited educational institution while continuing in full time employment, he may submit in advance of commencing such course or courses a letter of application to the department head for reimbursement of the cost of his tuition.

(b) 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 offering, dates, times, and costs thereof.

(c) Upon proof of satisfactory completion of any course or courses and of the amount expended for tuition therefore, the Employee shall be reimbursed for such tuition up to \$500.00 per fiscal year, provided that the Employee agrees, in writing, to remain a full time Employee for a period of one (1) year following the completion of the course and likewise agrees that if he leaves the City's employ before the expiration of the one (1) year period, he will have deducted from his final pay an amount equal to one-twelfth (1/12) of the tuition reimbursement for each month or portion thereof lacking of the one (1) year requirement. Reimbursement for tuition to bargaining unit Employees under this Article by the City of Flint shall not exceed the sum of \$10,000.00 during any one (1) fiscal year. If application for such reimbursement exceeds this maximum limit, the reimbursement shall be made pro-rata among Employees who have successfully completed approved courses.

(d) In the event a regular employee has been involuntarily laid off or has taken a voluntary lay off in order that an employee who would otherwise be involuntarily laid off would be retained, and who retains rights to reinstatement under the provisions of this collective bargaining agreement, said employee shall be eligible to receive a tuition reimbursement provided said employee complies with the provisions of paragraphs (a), (b), and (c), above. The maximum tuition

reimbursement under this Section shall be \$2,000 per employee per fiscal year, with a maximum reimbursement under this paragraph (d) of Article 53 by the City of Flint per year being the sum of \$10,000 during any fiscal year.

#### **ARTICLE 54 TOOL ALLOWANCE**

The Employer will pay, in July of each year a tool allowance of \$300.00 to each Employee in the classification of Truck and Heavy Equipment Mechanic.

The above classified Employees shall also receive an insurance allowance of \$50.00 per Employee per year in consideration of the high cost of theft and loss insurance.

Power and special tools will continue to be provided by the Employer in accordance with established work rules. Any Employee separating from the service before January 1 of any fiscal year shall have deducted from his separation pay an amount equal to his tool allowance for one (1) year.

The parties agree to reopen this Article, at the request of either party, in the event of a major national conversion to the metric system.

#### **ARTICLE 55 EMPLOYEE SAFETY**

##### Section 1. Safety Committee.

A joint Employer-Union Safety Committee shall be established and shall be composed of two (2) City and two (2) Union representatives. The Safety Coordinator shall serve as Chairman and Secretary of the Committee. The Chairman shall not be a voting member.

The Committee shall serve in an advisory capacity for the Safety Coordinator and the Director of Labor Relations for those safety-related matters affecting the membership of Local 1600. The Committee shall meet during working hours on the agreement of the Committee members.

A Safety Manual shall be developed and recommended for City approval.

##### Section 2. Safety Equipment/Devices.

Any protective clothing or protective device, over and beyond normal wearing apparel, required by Michigan's Occupational Safety and Health Act to be worn and/or used in the per-

formance of a specific job or duty, shall be furnished and maintained by the City.

### Section 3. Safety Glasses.

#### (a) General.

The Employer will provide any Employee that it requires to wear safety glasses, without cost to the Employee, one (1) pair of safety glasses at the time it becomes necessary for the Employee to wear glasses on the job.

#### (b) Prescription Safety Glasses.

Should an Employee need prescription glasses and be required by the Employer to wear safety glasses, the Employer will provide prescription safety glasses, provided the Employee provides to the Employer, without cost to the Employer, a prescription that is not more than one (1) year old.

If the Employee would prefer a style of prescription safety glasses different than those offered him by the Employer, the Employee will reimburse the Employer for any additional costs.

For those Employees receiving prescription safety glasses from the Employer, the Employer will provide additional safety glasses as required by prescription changes, however, such changes will not be more often than once in any fifty-two (52) payroll periods.

#### (c) Replacement of Safety Glasses.

The City will replace safety glasses whenever it can be substantiated by the Employee beyond reasonable doubt that damage to his safety glasses did, in fact, occur on the job, was beyond his control, and involved no negligence whatsoever on his part. It shall be the responsibility of the Employee to establish these conditions to the appropriate supervisor who shall then recommend to the Risk Manager either for or against payment by the City.

Employee claims for damage to glasses other than safety glasses while on duty may be processed through the procedure established for handling Employee claims.

### Section 4. Safety Shoes.

Effective, November 20, 2003, the Employer agrees to issue a stipend to be paid to the employee for purchase of safety shoes that meet the required safety specifications. The initial stipend will be paid 12 months from the date the employee was issued their current pair of safety shoes. Payment will be based on 2 categories of shoes: \$95 (less

applicable taxes) for all employees required to wear safety shoes except Electricians. \$115 (less applicable taxes) for Electricians required to wear safety shoes that require special specifications for safety.

After the initial payment, payments will be made every 15 months thereafter.

Attempts will be made to minimize the taxes taken out for the stipends if possible.

Employees are required to wear their safety shoes in areas designated as required by Risk Management. Failure to wear safety shoes in designated areas will be just cause for progressive discipline.

#### Section 5. Vehicle Operation.

Employees who demonstrate an inability to safely operate a City vehicle such as three (3) accidents in two (2) years, where the Employee was clearly at fault with a City insured vehicle, will be referred to a Vehicle Safety Committee consisting of three (3) members appointed by the Union and three (3) appointed by management.

The intent of this provision is to seek alternative solutions, such as transfer to a non-driving capacity rather than to punish or discharge Employees.

This Article shall not be construed to limit the Employer's rights to discipline where circumstances warrant.

### **ARTICLE 56** **INSURANCE COVERAGE**

#### Section 1. Life Insurance; Extended Sick Leave Benefit Insurance.

Notwithstanding the provisions contained within the Articles entitled Life Insurance and Extended Sick Leave Insurance Benefits, during the term of this Agreement the Employer shall have the right to select the insurance carrier(s), to select the insurance policy or policies, to change carriers, and/or to become self-insured provided there is no reduction in benefit levels; and provided further that the Employer investigate the financial soundness of the insurance carrier prior to contracting with said carrier.

#### Section 2. Health Insurance.

Health insurance benefits shall be subject to the terms and conditions specified in the Employer's group insurance policy or policies and any claim settlement between the Employee and the

respective insurance carrier(s) shall not be the basis of a grievance or subject to arbitration. The Employer, by payment of the premium required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefits provided by the insurance coverage.

### Section 3. Release of Liability; Eligibility for Benefits.

All insurance benefits provided in this Agreement shall be by way of fringe benefits with no cash reimbursement, specifically except as provided herein for those Employees who do not qualify or who do not elect to be covered. The failure of an insurance company to deliver any of the benefits which it has contracted for any reason shall not result in any liability to the Employer or the Union nor shall such failure be considered a breach by either the Employer or the Union of any obligation under this Agreement. Eligibility, coverage, and benefits under any insurance plan are subject to the terms and conditions, including any waiting period or other time limits, contained in the contracts between the City and the carrier(s).

## **ARTICLE 57** **LIFE INSURANCE**

The City shall provide, for the term of this Agreement, a \$40,000 group life benefit, and \$40,000.00 accidental death and dismemberment insurance for all full-time regular Employees and part-time Employees who, at the time of employment and thereafter, are regularly scheduled to work thirty (30) or more hours per week.

The insurance coverage will commence the first day of the month following accrual of 182 service credits. The coverage shall be discontinued on the day the Employee's services are terminated, i. e., resignation, retirement, discharge, layoff, or leaves of absence without pay. Provided, however, such life insurance coverage will be continued for an Employee who is on extended sick leave, without pay, and/or maternity leave, without pay, for a maximum of three (3) calendar months, which three (3) month period shall be cumulative and shall include any waiting period to establish eligibility for extended sick leave insurance benefits, during which the Employee is not being paid.

The Employee may designate a beneficiary by completing the appropriate form provided by the City and in the event no beneficiary is designated, the benefit shall be payable to the Employee's estate.

## **ARTICLE 58** **PAYMENT IN LIEU OF INSURANCE COVERAGE**

The City will pay to eligible Employees, under the conditions herein set forth, an annual amount in lieu of insurance

coverage. All payments shall be for the twelve (12) billing periods (January through December) of each year and shall be paid immediately prior to December 1. The payment shall be made as an adjustment to a regular pay check, and only those Employees who are entitled to a regular pay check the first day in December shall be entitled to the payment in lieu of insurance coverage.

For the purpose of this Article only, Employees shall be determined to be "entitled to a regular paycheck" if the Employee has not quit, resigned or been discharged on the date the check is paid, i.e., the date shown on the check. (For example, an Employee who is on approved leave of absence, suspension, layoff or WO will be determined as being "on the payroll" for the purpose of payment in lieu of insurance coverage.) If an otherwise eligible Employee is not at work on the date the check is paid, the check shall be sent to the Employee's last known address. If the check is returned to the City, the Employee must claim the check from the City within sixty (60) days or the check will be voided, and the Employee shall forfeit any right to a payment in lieu of insurance coverage for that period.

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

#### **ARTICLE 59** **DENTAL INSURANCE**

The Employer shall provide regular full time permanent Employees, following the successful completion of the required probationary period for new employees, a dental insurance coverage subject to the terms and conditions provided in the agreement with the carrier.

In general this coverage will provide:

- Class I (Basic Dental Services)
  - 100% preventative, diagnostic and emergency palliative
  - 90% remainder of Class I including

Radiographs.  
Class II (Prosthodontic Dental Services) 50%  
Class III (Orthodontic Dental Services to age 19) 50%

Class I and II benefits shall not exceed \$1000.00 per person per contract year. Class III benefits shall not exceed a lifetime maximum of \$1000.00 per person.

## **ARTICLE 60** **HOSPITALIZATION INSURANCE**

### **Section 1. Benefits and Coverage.**

The Employer agrees to provide regular Employees, including part time Employees who are regularly scheduled to work thirty (30) or more hours per week, full coverage at semi-private rates, Blue Cross/Blue Shield PSG with a \$10 generic/ \$20 brand name prescription drug rider (generic drugs unless otherwise prescribed by the Employee's physician; "prescription drug maximum allowable cost program"); 80/20 pre-certification for hospitalization (admission to hospital not approved requires employee to pay \$100 deductible for hospital services plus \$100 deductible for physician services. After payment of these deductibles, the employee is responsible for 20% of all charges with maximums of \$750 per individual or \$1500 per family per calendar year); Riders, "PCES 2" and Master Medical Option IV with a Master Medical deductible of \$150/\$300 (individual, family) with an 80/20% co-pay, \$1,000 stop loss.

(a) Coverage shall commence per terms of the "New Hire Agreement" entered into between the Employer and the insurance carrier. Effective October 1, 2003, the City's obligation to pay for employee health insurance shall be the lower of (a) the Blue Cross/Blue Shield Traditional Plan minus \$75; or (b) the Health Plus HMO, minus \$75. Employees selecting a health care plan which is more expensive than the lower of (a) or (b) above, minus \$75, will pay the additional amount. A payroll deduction is hereby authorized by employees taking any such plan. Effective July 1, 2006, the \$75 shall be increased to \$100. Said revised plan to be effective December 1, 2003 after the end of a special open enrollment period which will occur in October and November of 2003. As an alternative to the above traditional Blue Cross/Blue Shield coverage, Employees may elect Blue Cross/Blue Shield CMM PPO coverage with \$100/\$200 deductibles (individual/family) with an 80%/20% co-pay, \$1,000 stop loss, and \$10 generic/ \$20 brand name prescription rider. The CMM-PPO plan is subject to employee contributions as detailed above.

(b) Employees eligible for hospitalization insurance as set forth in (a) above shall have the option of maintaining current coverage or electing to be covered by HMO. 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. These HMO plans shall require a \$10 generic/ \$20 brand name prescription drug co pay and a Ten (\$10.00) Dollar office visit charge

(c) For employees retiring, except on deferred retirement, coverage will be maintained until the retiree attains age sixty-five (65). Those members who take a deferred retirement are not eligible to receive retiree health care coverage until such time as they are in receipt of retirement benefit payments from the City. The City shall not provide retiree health care coverage if another employer paid health plan with comparable coverage at comparable cost is available to the retiree. As a condition of continued retiree health care coverage, the City shall have the right to require that a retiree file a yearly affidavit attesting whether such "other" employer paid health care plan is available. Employees retiring on or after July 1, 1997, who are enrolled in either the PPO or an HMO as of the date of their retirement and who are otherwise eligible to receive BC/BS traditional health care benefits as a retiree may continue their PPO or HMO coverage without cost contribution, if any, provided that such PPO or HMO coverage is still available from the carrier. Commencing at age sixty-five (65), the coverage provided shall be Blue Cross - 65 Supplementary. All coverage shall terminate upon death of the retiree; except that where a retiree has elected a retirement option which provides for benefits payable to the retiree's spouse, medical insurance coverage upon the death of the retiree will continue to be provided to the retiree's spouse for so long as said spouse continues to receive retirement benefits.

Any employee hired on or after July 1, 1997, who elects to participate in the optional defined contribution retirement plan shall be eligible to receive retiree health care only under the same terms and conditions applicable to an employee hired on or after July 1, 1997, who elects to participate in the defined benefit retirement plan. In this regard, an employee hired on or after July 1, 1997, will be eligible to receive retiree health care only upon the attainment of that employee's normal retirement age which is defined to be the lesser of either: (1) age 59 together with a minimum of ten (10) years of service; or, (2) age 55 together with a minimum of thirty (30) years of service.

(d) The Employer may provide hospitalization insurance other than the Blue Cross/Blue Shield listed, provided such coverage is equivalent to above and that any change in carriers must be by mutual agreement between the City and the Union. In the event of such carrier change, where Blue Cross and/or Blue Shield is listed above the new carrier name (and policy designation where appropriate) will be substituted.

Employees may, if they so elect, charge either their annual or their sick leave bank to meet the cost of the major medical deductible. This election must be made in June of each year.

## Section 2. Termination of Benefits.

Except as otherwise provided herein, coverage shall be discontinued on the last day of the premium month in which the Employee's services are terminated, including layoff.

Such coverage shall be continued during any leave, or portion thereof, for which the Employee is receiving pay. If the Employee is receiving less than full pay for any leave or portion thereof, the coverage will be continued during such period upon payment by the Employee of a portion of the premium directly proportioned to the pay received during the period.

In the event of layoff, coverage shall be continued one (1) month for each year of City seniority, to a maximum of six (6) months.

Employees on leave of absence without pay or on layoff may continue coverage for an additional six (6) months by making cash payments of the full premium to the Finance Department prior to the 20th of each month.

## Section 3. Retiree Health Care Cost Containment.

Any employee who retires under this agreement 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, until such time as the retiree has a total of thirty (30) years of active employment service with the City plus years of service as a retiree in receipt of retiree health care benefits. Upon a retiree receiving Blue Cross - 65 Supplementary, that retiree's contribution for health care cost containment under this Section shall be discontinued.

The City will establish a Voluntary Employee Beneficiary Association (VEBA) pursuant to Section 501 (c)(9) of the Internal Revenue Code to provide for health insurance coverage for retirees. The VEBA will establish a trust to hold monies to invest and use to provide retiree health and life as provided herein.

The VEBA will be funded by each employee contributing 1.5% of his/her pre-tax compensation on a salary reduction basis to the VEBA and the transfer of the money in the AFSCME Retirement Life Insurance Funds to the VEBA, subject to applicable law.

For the term of this agreement, for employees hired prior to October 1, 2003, and who retire on or after October 1, 2003, the City will pay for retiree health insurance up to the rates in effect on July 1, 2002 and costs over the rates in effect on July 1, 2002 will be paid out of the VEBA.

During the term of this agreement, new employees hired on or after October 1, 2003, shall only be eligible for a flat dollar monthly amount based on years of service toward the cost of retiree health care. Said monthly dollar amount shall be \$5 times each full year of service with the City. An employee hired on or after October 1, 2003, must have a minimum of 25 years of service and be 55 years of age or older at the time of retirement to qualify for this retiree health care stipend. To continue to be eligible for said stipend, the retiree must apply for Medicare Part B when eligible.

For the term of this agreement, eligibility for retiree health for deferred retirements is limited to employees with 25 years or more of service, provided any current employee will be grandfathered under the existing ten-year provision.

#### Section 4. Prescription Drug Cost Containment.

The City shall establish an alternate mail order maintenance prescription drug program. The use of such program shall be voluntary on the part of bargaining unit members. The identity of the provider of this plan shall be subject to the approval of the Union.

#### Section 5. Future Health Care Benefit Legislation.

The parties recognize the possible effect of future health care legislation and agree to establish a joint health care committee which shall make recommendations to the parties' respective negotiating teams concerning the effects of possible future state or federal legislation.

### **ARTICLE 61 OPTICAL BENEFITS**

The Employer shall provide regular full time permanent Employees, following 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 over 18 years of age (dependents who are 18 years of age and under eligible every 12 months); 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 62** **EXTENDED SICK LEAVE INSURANCE**

Any regular Employee with 182 service credits, eligible to accrue sick leave, who has been absent from work for Fourteen (14) consecutive calendar days and is unable to work due to his health, shall be eligible for extended sick leave insurance benefits as herein provided. An Employee who enters a residential rehabilitation program shall be eligible for extended sick leave insurance benefits after fourteen (14) consecutive calendar days absence. An Employee who does not complete the rehabilitation program must reimburse the City for such days either in cash or through reduction of the Employee's annual and/or sick leave accrual by one-half (1/2) of the normal accrual.

Payments during such period shall be at the rate of sixty (60%) per cent of the Employee's straight time hourly rate, excluding premium pay, not to exceed sixty dollars (\$60.00) per day, and shall include only those days the Employee would have been paid but was unable to work due to his health.

An Employee shall be eligible for eight (8) hours pay as set forth above, for each fourteen (14) service credits earned by said Employee with a minimum period of coverage to be 320 hours. Employees who have earned at least 182 service credits, but less than 560 service credits, may, on not more than one (1) occasion prior to acquiring 560 service credits, use anticipated future credits to receive payment for the above specified period(s) for a cumulative maximum of 320 hours which shall be deducted from said Employee's future eligibility. Except as specifically provided above, the cumulative period of eligibility for any one (1) health problem shall not exceed eight (8) hours for each fourteen (14) service credits earned by the Employee.

Written application for extended sick leave insurance benefits, on forms provided by the City, shall be filed with the City Employee Health Clinic and shall be accompanied by a written statement from the Employee's personal physician which shall include the doctor's diagnosis and anticipated period of absence. The City may require the Employee to be examined by the City Physician, at City expense, prior to authorizing payment of extended sick leave insurance benefits.

When an Employee has exhausted all available extended sick leave insurance benefits, upon making proper application therefore, said Employee shall use his accrued sick and annual leave prior to being placed on extended sick leave as outlined in the Article entitled Extended Sick Leave.

At the conclusion of a voluntary (i.e., not a program entered into as part of a grievance settlement agreement) residential rehabilitation program, any employee receiving extended sick leave benefits must undergo a physical examination conducted by the City Employee Health Clinic within two weeks of the end of such program. In the event the employee fails said examination for a residential rehabilitation program, extended sick leave benefits will be terminated unless the employee immediately reenters a new residential rehabilitation program. At the conclusion of this second voluntary residential rehabilitation program, extended sick leave benefits shall terminate two weeks after the end of such second program, even if the employee still is unable to pass a physical examination conducted by the City Employee Health Clinic.

An employee will be eligible for extended sick leave benefits during a maximum of two voluntary residential rehabilitation programs in any five year period.

### **ARTICLE 63** **UNEMPLOYMENT COMPENSATION**

Unemployment compensation benefits for Employees, including eligibility therefore, shall be in accordance with Act No. 1 of the Public Acts of 1936, Extra Session, as amended, of the State of Michigan.

### **ARTICLE 64** **RETIREMENT BENEFITS**

#### **Section 1. Defined Benefit Plan:**

Employees hired prior to October 1, 2003, shall elect to be covered by the Defined Benefit Plan or the Defined Contribution Plan. The election by an employee to participate in either Plan shall be irrevocable.

#### **(a) Multiplier:**

For employees hired on or before June 30, 1997, the multiplier shall be 2.4% for all years of service; provided, however, that effective July 1, 1997, the multiplier shall be 2.4% for all years of credited service earned prior to July 1, 1997, and 2.5% for all years of service earned after July 1, 1997.

For employees hired on or after July 1, 1997, the multiplier for the first twenty-five (25) years of credited service shall be 2.4% for credited service earned prior to July 1, 1998, and 2.5% for credited service earned after July 1, 1998. For employees hired on or after July 1, 1997, the multiplier for any and all years of credited service in excess of the first twenty-five (25) years of credited service shall be 1.0%.

(b) Employee Contribution Rate:

The mandatory employee contribution rate for employees who do not select the Annuity Withdrawal option, shall be 4.0% of all earnings. The City agrees to an employer pick-up through salary reduction of the employee's required Pension Plan contribution, pursuant to Section 414(h) of the Internal Revenue Code of 1986.

(c) Interim and Temporary Employees:

Interim and temporary Employees shall be excluded from membership in the retirement system and wages paid said Employees will not be subject to withholding of the retirement contribution.

Any interim or temporary Employees subsequently appointed to a permanent position shall be eligible to purchase service credits earned as an interim or temporary Employee by paying, in a lump sum, the amount the Employee would have contributed had he participated in the retirement program during said period or periods, such payment to be made prior to completion of 365 service credits following appointment to a permanent position. Such payment must be made before such time is credited for retirement purposes.

(d) Payment for Accumulated Sick Leave Upon Retirement:

Any Employee who retires from the City of Flint as provided in the Retirement Ordinance shall be compensated in cash for any accumulated unused sick leave days up to 480 hours plus one-half (1/2) pay for each hour of unused sick leave in excess of 960 hours. For Employees hired prior to January 1, 1978, it shall continue to be included in the computation of final average compensation for retirement purposes. Any Employee hired after on or after January 1, 1978, said sick leave shall be paid after the Employee retires (within sixty (60) days) and shall not be included as part of the Employee's final average compensation for the purpose of computing retirement benefits.

(e) Payment for Accumulated Annual Leave Upon Retirement:

Any Employee who retires from the City of Flint as provided in the Retirement Ordinance shall be compensated in cash for all accrued, unused annual leave standing to his credit. For Employees hired prior to January 1, 1978, it shall continue to be included in the computation of final average compensation for retirement purposes. Any Employee hired on or after January 1, 1978, said annual leave shall be paid after the Employee retires (within sixty (60) days) and shall not be included as part of the Employee's final average compensation for the purpose of computing retirement benefits.

(f) Deferred Retirement:

Employees hired by the City prior to October 1, 1983, have the option to take a deferred retirement either after fifteen (15) years of service, with the pension payable upon when the employee would have completed twenty-five (25) years of service; or, the employee may take a deferred retirement after ten (10) years of service, with the pension payable upon the employee attaining age fifty-five (55).

Employees hired by the City on or after October 1, 1983, and prior to July 1, 1997, have the option to take a deferred retirement with ten (10) or more years of service, with such pension payable only upon the employee attaining age fifty-five (55).

Employees hired by the City on or after July 1, 1997, have the option to take a deferred retirement with ten (10) or more years of service, with such pension payable only upon the employee attaining age fifty-nine (59).

(g) Normal Retirement Age:

Employees hired on or before September 26, 1984, shall be able to retire with a full pension after twenty-five (25) years of service regardless of age.

Employees hired after September 26, 1984, and on or before June 30, 1997, shall be eligible for an age and service pension only upon the attainment of age fifty-five (55) with ten (10) or more years of service.

Employees hired on or after July 1, 1997, shall be eligible for an age and service pension only upon the attainment of the earlier of either (i) age fifty-nine (59) with ten (10) or more years of service; or, age fifty-five (55) with thirty (30) or more years of service.

(h) Popup 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 "popup" 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.

The actuarial tables used in calculating the popup option shall be such that there shall be no increased cost to the City or the retirement system.

(i) Purchase of Other Service Credits:

An employee may, on a one-time only basis, prior to retirement, 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 he may receive credit is 36 months and such credit shall be given only upon payment to the retirement system of a contribution equal to the actuarial present value as of the date of the buy-back of the pension payable by the retirement system attributable to the prior military service.

Said contribution shall be made in one installment, payable not later than ninety (90) calendar days from the date that the employee receives notices of the amount due, and in no case later than the employee's effective retirement date. 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 may be used for the purpose of meeting minimum requirements for retirement, including, but not limited to deferred or voluntary retirement.

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

It is understood that the rights of Employees, if any, who made application to purchase prior military credit pursuant to the terms of a prior collective bargaining agreement with regard to either the formula for computing cost of purchase and/or the period of time in which to purchase such prior military time shall be governed by the terms of said prior collective

bargaining agreement.

The foregoing provisions shall also be applied for the purpose of allowing bargaining unit members to elect to receive credit for a maximum of 36 months of prior governmental employment service with a governmental entity other than the City of Flint, for any unpaid leave time from the City of Flint including educational, maternity, and/or extended sick leaves, and for the purchase of a maximum of 60 months of "generic" time. Any said service be used for the purpose of meeting minimum requirements for retirement, including, but not limited to deferred or voluntary retirement; but, in no case, shall such credit be granted for any period of time for which the applicant is receiving a pension or which has been used in establishing entitlement to a pension from any other source.

(j) Purchase of Leave Time:

Any Employee may purchase, for retirement purposes only, time without pay on authorized leave from a regular full time permanent position by depositing with the Retirement Board an amount equal to the total contributions which would have been made by the Employee and the City had wages been paid for the period of the leave. Such contributions will include interest at the rate established by the Chief Finance Officer, computed from the date the leave commenced.

Employees may elect to receive credit within sixty (60) days return from such leave, but not thereafter. Payment must be made in one (1) installment, payable not later than five (5) years from the date of election. In the event an Employee does not deposit the contribution required hereunder at the time of making the election, the contribution shall be increased 3/4 of 1% per month from the date of election to the date of payment.

Such purchased leave time shall not be used for the purpose of meeting minimum requirements for deferred or voluntary retirement.

(k) Withdrawal of Prior Military Service or Authorized Leave Time:

In the event an Employee has purchased prior military service or authorized leave time, and the Employee leaves the employ of the City of Flint for whatever reason prior to retirement, the Employee may withdraw all contributions for such purchase on the same basis as provided in the ordinances for Employee contributions.

(l) Annuity Withdrawal Option:

Within fifteen days of appointment to a bargaining unit

position, and not thereafter, an Employee may elect the option of voluntary withdrawal of his own accumulated contributions. Failure to elect this option within the specified time will preclude withdrawal of his own accumulated contributions upon retirement. A member who elects this option shall have his contribution to the retirement system increased from 4.0% to 7.5% of the gross compensation paid him by the City, effective with the election of the option. 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 the Employee's accumulated contributions, the Employee shall receive "regular interest" on his accumulated contributions. "Regular interest" shall be defined as in the Definition section of the Retirement Plan, i.e., one (1) per cent per annum, compounded annually.

Nothing contained in this agreement 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 7.5% contribution rate required during his membership in Local 1600 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 nor shall he be entitled to a refund of any excess contribution made by him for such option during the period of his entitlement thereto. An 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 upon unit change shall be made in writing to the Retirement System not later than six months after the Employee is no longer represented by this Union.

(m) Final Average Compensation:

Final Average Compensation shall be defined as the three highest, 26 consecutive, non-overlapping pay period blocks (i.e., 78 pay periods) during the last sixty months of employment.

Section 2. Defined Contribution Plan.

(a) Retirement benefits for the City of Flint 401(a) Defined Contribution Plan (DC Plan) are governed by the applicable provisions of the City of Flint Retirement Ordinance, if any, together with the applicable IRS Rules, Plan Documents, the rules of the Plan Administrator and governing law.

Employees hired prior to October 1, 2003, shall have the option of transferring assets from the current Defined Benefit Pension Plan to the DC Plan upon implementation of the DC Plan. The election by an eligible employee to transfer assets to the DC Plan shall be irrevocable.

Employees hired on or after October 1, 2003, shall only be eligible to participate in the DC Plan.

Eligibility in the DC Plan shall be limited to regular employees excluding seasonal, part-time, and all other employees (e.g., also excluding interim and/or temporary employees).

(b) Information:

The Employer will provide employees with the necessary time and information to make an informed, educated choice of remaining in the Defined Benefit Plan or transferring assets into the DC Plan. Investment consultants will be available at designated times during and after regular work hours for educational purposes. Employees will not lose pay for time spent in such educational meetings during regular work hours.

(c) Contribution Rates:

The Employer will contribute an amount equal to ten percent (10%) of the of the employee's gross earnings each pay period into the employee's personal retirement account. The Employee will have a mandatory contribution of five percent (5%) of the employee's gross earnings through payroll deduction.

Thirty (30) days prior to commencement of participation in the DC Plan, a participant may make a one time, irrevocable election to make an additional contribution of any whole percentage from 1% to 4% of the employee's gross earnings.

(d) Vesting:

This means ownership of the assets of the employee's personal retirement account, which includes employee contributions, Employer contributions and investment earnings. Employees shall be one hundred percent (100%) vested at all times on their own employee contributions and investment earnings. Employees shall be vested on Employer contributions and investment earnings according to the following schedule:

<u>Completed Years of Service</u>	<u>Percent Vested</u>
One (1) Year	20%
Two (2) Years	40%
Three (3) Years	60%
Four (4) Years	80%
Five (5) Years	100%

(e) Normal Retirement Date:

For those Employees participating in the Defined Contribution Plan, the normal retirement date shall be the earlier of:

- (i) Attainment of age 55 with 30 years of service; or
- (ii) Attainment of age 59 with 10 years of service.

Section 3. Life Insurance for Defined Benefit Retirees.

The pay scales (Appendix A) reflect a reduction in the hourly rate of all Employees of \$0.01 per hour, which shall be matched by the City and deposited bi-weekly into a separate fund to be utilized for the purpose of providing life insurance in the amount of \$2,500 for the term of this agreement for members who retire after October 1, 2003. Those members who take a deferred retirement on or after October 1, 2003, shall not be eligible for the \$2,500 death benefit.

For members who have retired prior to October 1, 2003, the City shall have the option of purchasing life insurance for them using the proceedings out of the "Death Benefit" fund and/or pay said death benefit.

Section 4. Life Insurance for DC Plan Retirees.

Employees participating in the Defined Contribution Plan hired prior to October 1, 2003, shall be entitled to receive the \$2,500 retiree life insurance benefit, provided that they have

retired from employment with the City following attainment of their normal retirement date. Employees hired on or after October 1, 2003, shall not receive retiree life insurance.

**ARTICLE 65**  
**ANNUAL PHYSICAL EXAMINATIONS**

Employees employed in Water Pollution Control Facilities positions shall be afforded a full physical examination on an annual basis. Such examination shall be conducted by the City Employee Health Clinic.

**ARTICLE 66**  
**RESIDENCY**

All employees shall, as a condition of their continued employment, maintain residence within 25 miles of the nearest boundary of the City of Flint. This will not apply to employees hired prior to June 30, 1992.

**ARTICLE 67**  
**COMMERCIAL DRIVER LICENSES**

The City will pay the cost of the skills test fee for the initial test administered to an employee for the purpose of obtaining a Commercial Driver License. In the event an employee fails this initial test, the employee will not be allowed to drive any City vehicle for which a Commercial Driver License is required and the cost of any subsequent skills tests will be the obligation of the employee.

Effective July 1, 1996, the City shall reimburse an Employee who is required to obtain and/or maintain a Commercial Driver License (i.e., CDL) for the following costs:

1. Written test - The City will reimburse an Employee on one (1) occasion, and only if the Employee successfully passes.
2. Skills test - The City will reimburse an Employee on one (1) occasion, and only if the Employee successfully passes, unless the Employee fails as a result of the City providing the Employee with a faulty City-owned vehicle for the purpose of taking the skills test.

3. Renewal fee - The City will reimburse an Employee for the renewal of an existing CDL up to a maximum of \$20.00.
4. Addition of required endorsement(s).

In order to receive reimbursement for any of the aforementioned costs, the Employee must submit the *original* receipt to the Director of Labor Relations.

The failure of an Employee to obtain a CDL as required shall be a justifiable reason to terminate an appointment on the basis that the Employee failed to satisfactorily complete the Employee's new hire or promotional probationary period. Furthermore, in the event an Employee is unable to maintain a CDL as required, the City reserves the right to remove the Employee from the position requiring a CDL until such time when the Employee is either able to get his CDL reinstated or for a period of six (6) months, whichever comes first.

#### **ARTICLE 68** **SAVINGS CLAUSE**

Should any Article, Section, sentence, or portion of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the Article, Section, sentence, or portion thereof directly specified in the decision. Upon entry of an order in accordance with said decision, the parties agree to negotiate a substitute for the invalidated language.

#### **ARTICLE 69** **RE-OPENING PROVISIONS**

It shall be expressly understood by both parties that this contract may be revised, amended or otherwise altered to include new agreements, or effect changes in the existing contract language, when mutually agreed upon by the Union and Employer.

#### **ARTICLE 70** **TERMINATION**

This Agreement shall be effective on September 30, 2003 to the extent feasible, and shall remain in full force and effect through the 30th day of June, 2008, when it shall terminate. If either party desires to renegotiate this Agreement, they shall notify the other of their desire in writing at least 90 calendar days prior to June 30, 2008.

Dated at Flint, Michigan, this \_\_\_\_ day of \_\_\_\_\_, 2004.

CITY OF FLINT

LOCAL 1600, AFSCME, AFL-CIO

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

**SUPPLEMENTAL  
AFFIRMATIVE ACTION  
AGREEMENT**

WHEREAS, The City of Flint and AFSCME Local 1600 are desirous of providing equal employment and advancement opportunities to all members of the bargaining unit without discrimination, and

WHEREAS, it is the intent of the parties that the City of Flint take affirmative action to assure that all levels of the classified service are reasonably representative of the ethnic composition of the City, and

WHEREAS, it is the parties intent to "promote from within" when possible, and

WHEREAS, the parties have mutually agreed to accomplish this desire by negotiating affirmative action policies,

THE PARTIES THEREFORE AGREE TO THE FOLLOWING:

1. Minority shall be defined to include: Blacks, Hispanics, American Indians, and Asian Americans.
2. For the purposes of this Agreement, Personnel Rule V, Section 16 shall be amended as follows:
3. For the purposes of this Agreement, Personnel Rule V, Section 19 shall be amended as follows:
4. For the purposes of this Agreement, Personnel Rule V, Section 20 shall be amended as follows:
5. For the purposes of this Agreement, Personnel Rule V, Section 21 shall be amended as follows:
6. For the purposes of this Agreement, Personnel Rule V, Section 22 shall be deleted.
7. For the purposes of this Agreement, Personnel Rule VI, Section 5(i) shall be deleted.
8. For the purposes of this Agreement, Personnel Rule VII, Section 1(d) shall be deleted.
9. For the purposes of this Agreement, Personnel Rule VII, Section 1(g) shall be amended by deleting any reference to "inter-departmental tests."
10. The City reserves the right to implement an affirmative action certification procedure to promote minority employees to classifications and/or job

categories, as defined by the United States Equal Employment Opportunity Commission, that have not achieved the representative balance. Such balance shall not exceed a 50/50 ratio between minority and non-minority employees. Affirmative action certification may be used only if employees of the underrepresented class are not ranking in the top three.

Affirmative action certification will occur by ranking the employees of the underrepresented class in order of their test scores. If no employee of the underrepresented class is on the eligible list, the City may obtain names for affirmative action certification by giving an open competitive examination. Prior to giving an open competitive examination for the purpose of obtaining non-employees eligible for affirmative action certification, the City shall discuss this issue with the Union to review the advantages and/or disadvantages of such actions.

When using affirmative action certification the appointing authority shall have three names certified from the promotional list and three or fewer individuals resulting from the affirmative action certification. After there has been an appointment from the affirmative action certification, the next appointment shall be an employee of the non-underrepresented class made from a regular promotional list for that class and/or job category.

11. The City agrees to notify the Union President of each change in status, i.e., new hire, promotion, demotion, transfer, layoff, bump, reclassification, termination and retirement. Said notice shall include the Employee's name, classification and will show the ratio of minority to non-minority Employees in that particular classification. Such notice shall be given to the Union President within three (3) work days of the date the action was taken.

The City further agrees to provide to the Union President a copy of each Personnel Requisition within three (3) work days of its submission to the Personnel Office.

12. Upon reaching a representative balance within a classification and/or job category, eligibles will be certified in rank order of their scores, provided however, no non-employees shall be certified.
13. It is the City's sole obligation and right to determine the representative balances as to minorities

relative to affected classifications and/or job categories.

14. Promotional and inter-departmental lists which were promulgated prior to July 1, 1984, shall be utilized for the next certification in each respective class and/or job category. Thereafter affirmative action certification may be utilized if needed.
15. The parties agree to emphasize current training and apprenticeship programs and to encourage use of tuition reimbursement funds to better prepare employees for promotional opportunities.
16. No affirmative action certification may be used if a regular promotional list is not in existence. An affirmative action certification, once established, shall have the same provisions apply to it as does the regular promotional certification.
17. This agreement shall remain in full force and effect until and including June 30, 2008, and shall be renewed for successive one year periods thereafter unless either party requests negotiations in writing at least 60 calendar days prior to the renewal date.

DATED: \_\_\_\_\_, 2004

\_\_\_\_\_  
FOR THE UNION:

\_\_\_\_\_  
FOR THE CITY:

**LETTER OF UNDERSTANDING**  
**FITNESS FOR DUTY STEERING COMMITTEE**

Section 1.

The City of Flint and Local 1600, AFSCME, agree to establish a joint Fitness for Duty Steering Committee in order to explore the use of necessary tests for Employees suspected of being under the influence of, or impaired by, alcohol and/or a controlled substance. In addition, the City and Union agree to continue to renegotiate changes as necessary to the existing CDL Policy.

Section 2.

The Fitness for Duty Steering Committee shall be made up of three (3) Employees designated by the President of Local 1600, AFSCME, and three (3) individuals designated by the Personnel and Labor Relations Director. Time spent by committee members shall be considered as time worked and committee members shall not lose pay for time spent in committee meetings during the Employees' regular working hours.

Section 3.

The Fitness for Duty Steering Committee shall formulate and present recommendations to the bargaining team for the City and the bargaining team for Local 1600, AFSCME, within six (6) months following ratification of this Agreement.

Section 4.

Upon receipt of the Committee's recommendations, the City and Local 1600, AFSCME, shall resume bargaining on the recommendations.

Section 5.

It is understood that any agreement, including any testing program negotiated between the bargaining teams for the City and Local 1600, AFSCME, is subject to ratification by the membership of Local 1600, AFSCME, prior to implementation.

DATED: \_\_\_\_\_

\_\_\_\_\_

FOR THE CITY

FOR THE UNION

**LETTER OF UNDERSTANDING  
CONCERNING THE USE OF CS-39**

Whereas, the Personnel Rules and Regulations, in Section 4 of Rule XII, Classification, provide for a "job study" at the request of various persons, including the person doing the job; and,

Whereas, such "job study" is initiated by the filing of a "CS-39" form; and,

Whereas, the Personnel Rules and Regulations further provide in subsection (j) of Section 4 of Rule XII that in certain instances incumbent employees in jobs that are studied are entitled to the promotion without examination; and,

Whereas this procedure has been used to the detriment of the City, City employees, and the collective bargaining relationship between the City and the Union; and,

Whereas, the parties wish to set forth some of their basic understandings and concerns relative to the use of CS-39's;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS PART OF THEIR COLLECTIVE BARGAINING AGREEMENT THAT:

1. No incumbent shall have the absolute right to a position without examination and such claim may not be the basis for a grievance of any type.

2. When a CS-39 finding indicates that reclassification is appropriate, an incumbent employee will not be promoted without examination where the incumbent is in a classification with multiple/like positions and there are other employees in such positions who meet the MER for the reclassified position.

3. In cases where the reclassification of a position is appropriate, the incumbent shall be entitled to back pay as set forth in the Personnel Rules and Regulations whether or not the incumbent is entitled to the position without examination/competition.

4. When a CS-39 finding indicates that reclassification is appropriate, the Union and the City retain the right, notwithstanding any other provisions, to mutually agree that the incumbent employee will be promoted without examination.

DATED: September 29, 1988

/s/ James D. Hager

FOR THE UNION

/s/ Jesse M. Thompson

FOR THE CITY

**LETTER OF UNDERSTANDING**  
**JOB STUDY STEERING COMMITTEE**

The City and the Union agree to establish a joint Job Study Steering Committee for the purpose of conducting a study of the classification system of the City of Flint. The results of said job study will be used by the joint Job Study Steering Committee to write new and/or revise existing job descriptions and to ensure that employees are assigned to appropriate pay levels and job descriptions.

The Job Study Steering Committee shall be made up of three (3) Employees designated by the President of Local 1600, AFSCME, and three (3) individuals designated by the Personnel and Labor Relations Director. Time spent by committee members shall be considered as time worked and committee members shall not lose pay for time spent in committee meetings during the Employees' regular working hours. The goal of this program is to complete said job study on or before June 30, 1998.

It is specifically agreed that no result of said job study will be implemented without prior negotiation and agreement with the Union.

It is also specifically agreed that the study may recommend, but will not be used to determine staffing levels. Moreover, no employee will receive a reduction in their current rate of pay as a result of said job study.

DATED: \_\_\_\_\_

\_\_\_\_\_  
FOR THE UNION

\_\_\_\_\_  
FOR THE CITY

**LETTER OF UNDERSTANDING**  
**SELF-INSURANCE STATUS**

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 require the City to pay premiums for insurance contracts as such.

DATE: September 29, 1988

/s/ James D. Hager  
FOR THE UNION

/s/ Jesse M. Thompson  
FOR THE CITY



**LETTER OF UNDERSTANDING**  
**APPRENTICESHIP STANDARDS STEERING COMMITTEE**

Section 1. Purpose of Committee

When and if it is determined by the City of Flint that it has a need to reinvigorate the currently dormant Apprenticeship Program, the City of Flint and Local 1600, AFSCME, will establish an Apprentice Standards Steering Committee for the purpose of revising and/or updating the Apprenticeship Standards developed in cooperation with Local 1600, AFSCME, Council 25, AFSCME, Charles Stewart Mott Community College and the City of Flint and agreed to on or around November 27, 1990.

Section 2. Make-up of Committee

The Committee shall be made up of three (3) Employees designated by the President of Local 1600, AFSCME, and three (3) individuals designated by the Personnel and Labor Relations Director. Time spent by committee members shall not lose pay for time spent in committee meetings during the Employees' regular working hours.

Section 3. Formulation of Recommendations

The Committee shall formulate and present recommendations to the bargaining team for the City and the bargaining team for Local 1600, AFSCME, within six (6) months following the first meeting date of the committee.

Section 4. Bargaining

Upon receipt of the Committee's recommendations, the City and Local 1600, AFSCME, shall resume bargaining on the recommendations.

Section 5. Implementation

It is agreed and understood that the Apprenticeship Standards negotiated between the bargaining teams for the City and Local 1600, AFSCME, is subject to ratification by the membership of Local 1600, AFSCME, prior to implementation.

DATED: \_\_\_\_\_

\_\_\_\_\_  
FOR THE CITY

\_\_\_\_\_  
FOR THE UNION

**LETTER OF UNDERSTANDING  
REGARDING COURT TIME FOR RETIREES**

It is hereby agreed by and between the City of Flint and Local 1600, AFSCME, as followed:

(a) Employees who retire from employment with the City of Flint and who were members of the bargaining unit represented by Local 1600, AFSCME, as of the date of their retirement.

(b) Retirees who are subpoenaed to appear in any Federal or State Court, as the result of their prior employment with the City, shall be compensated by the City for the time that they are required to spend in court in the same manner as if said retirees had continued to be active employees entitled to the benefits of Article 34, Court Time, of the collective bargaining agreement between the parties, except that such compensation shall be at the straight time rate they would be earning had they continued to be employed by the City, rather than at the overtime rate.

DATED: \_\_\_\_\_

\_\_\_\_\_  
FOR THE CITY

\_\_\_\_\_  
FOR THE UNION

## DEATH BENEFIT AGREEMENT

WHEREAS, collective bargaining agreements have been entered into by and between the City of Flint and Locals 1600 and 1799, A. F. S. C. M. E. , and

WHEREAS, during the course of negotiating said agreement the desirability of providing certain death benefits for retirees became apparent.

NOW, THEREFORE, IT IS HEREBY AGREED on this 18th day of February, 1980, by and between the City of Flint, hereinafter referred to as "City," and Local 1799 and Local 1600, American Federation of State, County and Municipal Employees, hereinafter referred to as the bargaining units that:

1. The City shall provide to retirees, who retire after July 1, 1978 that are members of the bargaining units at the time of retirement, a Two Thousand, Five Hundred (\$2,500.00) Dollars death benefit to be paid in cash to the retiree's designated beneficiary at the time of the retiree's death. If no beneficiary has been designated then the Two Thousand, Five Hundred (\$2,500.00) Dollars shall be paid to the deceased retiree's estate.
2. Said death benefits shall be paid out of a special fund, and no other, that shall be created pursuant to this agreement. Each employee shall contribute to said special fund \$0.01 for Local 1600 and \$0.02 for Local 1799 for each hour worked. Said contribution shall be made by the reduction of each employee's hourly rate. The City shall contribute to said special fund an amount equal to the contribution of each employee. The City's contribution together with the amount realized by the employee's pay rate reduction shall be deposited as soon as practicable after each payroll period. No money shall be refunded or paid out of said special fund except as provided in paragraphs 1 and 5 of the Agreement.
3. The contribution referred to in paragraph 2 of this Agreement shall be commingled into one common fund to be administered and invested by a board of fiduciaries, hereinafter referred to as "trustees." The Board of Trustees shall consist of seven members who shall serve without compensation. Two members shall be appointed by Local 1600, two members shall be appointed by Local 1799 and two members shall be appointed by the Mayor, and the seventh member shall be the retirement and payroll supervisor. The board shall elect one of its members to serve as presiding

officer and an alternate. The alternate shall serve in place of the presiding officer in his or her absence.

4. A quorum shall consist of four members provided at least one member present is from Local 1799, 1600 and the City. A quorum must be present before the Board may transact any business. A motion may be approved by a simple majority of those members present except that a unanimous vote shall be required on any motion to amend, modify or terminate this Agreement. In addition to said unanimous vote, any and all amendments modifications, or termination to this Agreement must be preceded by a written agreement signed by the Mayor and the president of the bargaining units authorizing said amendment, modification or termination.
5. The Board may invest the special fund in compliance with applicable laws and regulations. The Board may utilize any information available to the Retirement Board of Trustees with respect to investments. Such information shall be obtained through the Director of Finance.
6. The Board shall meet at a time and location be designated by the presiding officer or at the call of three or more trustees.
7. The Board shall be bonded as deemed necessary by the Director of Finance.
8. This Agreement shall remain in full force and effect until amended, modified or terminated through the contract negotiation between the parties.
9. This document constitutes the entire agreement between the parties hereto and any representations not contained herein shall be of no force or effect insofar as this Agreement is concerned.

DATED: \_\_\_\_\_

WITNESSED:  
/s/ Kevin P. Russell  
LOCAL 1600 AFSCME

CITY OF FLINT, A Municipal Corporation  
/s/ John M. Corbliss  
DIRECTOR OF FINANCE

/s/ Donald L. Phillips  
LOCAL 1799 AFSCME

/s/ Carol J. Mitchell  
DIRECTOR OF LABOR RELATIONS

**LETTER OF UNDERSTANDING**  
**LOCAL 1600 FULL-TIME UNION REPRESENTATIVE**

1. The Local President and the Chairperson of the Grievance Committee shall function as full-time Union Representatives. Their only duties will be Union business as it pertains to members of the Local 1600 Bargaining Unit.
2. The full-time Union Representatives shall be considered as regular City Employees during their normal work shift which shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday. The Grievance Chairperson shall be compensated at his/her regular pay level or at the Local 1600 Level 22 pay level, whichever is highest, consistent with his/her seniority, for a normal work week. The President shall be compensated as though he/she were working a normal work week at the Local 1600 Level 27 pay level consistent with his/her seniority. These full-time Union Representatives will continue to receive all other benefits from their prior City positions including fringe benefits, insurance coverages, and car and mileage allowances, etc.
3. During the term of this Agreement, the full-time Union Representatives shall function as Chief Stewards except as provided herein.
  - A. Chief Stewards shall be afforded a maximum of three (3) hours per week for Union business; the three (3) hours shall be consecutive and shall be the last three (3) hours immediately prior to the end of his/her regular work shift.
  - B. The Chief Steward shall have the option of returning for scheduled overtime following completion of his/her regular shift (Union time); and in the event he/she equalization purposes, as though he/she had worked. Such employee shall be required to return for emergency overtime, and failure to return for emergency overtime shall be grounds for discipline. In the event a dispute arises as to "emergency overtime", it shall be settled by the Director of Labor Relations subject to appeal through the grievance procedure.
  - C. The day of each Chief Steward's Union time shall be agreed to between the Chief Steward and his/her supervisor in the week preceding the week such time is to be used. If the Chief Steward and the supervisor are unable to agree on a day, said day will be designated by the Director of Labor Relations.

- D. The supervisor shall maintain the right to change said day, in the event an emergency arises that requires the Chief Steward to remain on his/her job.
  - E. Time spent by a Chief Steward as the Union Representative at Appeal Review, Arbitration or Veteran's preference Hearings shall be paid as time worked; but during the calendar week and of the above occurs, the Chief Stewards shall forfeit the three (3) hours authorized by Paragraph A hereof.
  - F. Said three (3) hours are not cumulative from week to week and in the event the Chief Steward is on annual or sick leave on his/her scheduled day, said three (3) hours may be rescheduled in that calendar week only.
4. The City agrees to provide office space, provided such space is readily available without cost to the City, but assumes no further liability. The cost of telephones, equipment, etc., will be borne by the Union.
  5. The full-time Union Representatives will not become involved in political activity during their normal work shift, nor will there be political materials in the office space provided by the City. Organizational activity not directly related to members of the Local 1600 Bargaining Unit is prohibited during normal work shift.
  6. The full-time Union Representatives will report all absences, as well as the reasons for such absences, to the Director of Labor Relations.
  7. The full-time Union Representatives shall accrue annual leave and sick days while functioning as full-time Union Representatives, and all leave time will be charged in their absence.
  8. Seniority for all purposes, retirement, and fringe benefits will continue as though they had worked for the City during this period. At the conclusion of the assignment as full-time Union Representatives, the President and Chairperson of the Grievance Committee shall return to the classification from where they came, consistent with their seniority.
  9. An employee serving as full-time Union Representative may elect to be compensated for all available accumulated hours of annual leave at the time he/she became a full-time Union Representative; and in the case of those employees already in said positions, such request must be made within 30 calendar days of the date this Agreement is signed.

10. Status as a full-time Union Representative shall not prohibit an employee from competing on promotional examinations; provided, however, if they are promoted, they must relinquish their full-time Union Representative position at the time of promotion and serve a full probationary period.
11. Such full-time Union Representatives shall constitute two (2) of the members of the Union negotiating team paid by the City, and at least one (1) of the members of the Appeal Review Committee.
12. The Union shall indemnify and hold the City harmless against any acts or omissions of the full-time Representatives.
13. It is expressly understood that the full-time Union Representatives shall call and obtain authorization from employees' supervisors prior to entering a work area, and employees shall obtain proper release before going to see the full-time Union Representatives.

This Agreement, entered into this 19th day of December, 1990, will become effective on said date, and remain in effect until June 30, 2008. The Parties agree to meet at that time to ascertain the effectiveness of this arrangement and/or for negotiations.

DATED: \_\_\_\_\_

\_\_\_\_\_  
FOR THE UNION

\_\_\_\_\_  
FOR THE CITY

PURCHASE OF INTERIM/ LAYOFF TIME AGREEMENT

It is hereby agreed by and between the City of Flint and Local 1600, AFSCME, as follows:

(a) There will be a one-time window to purchase interim and/or layoff time at no cost to the City. No cost to the City shall be defined as: the employee paying the applicable employee contribution plus the applicable City contribution with interest, based on the employee's rate in effect the day before the employee became permanent (as opposed to his/her current rate). Said time shall not count toward vesting eligibility for retiree health.

(b) The window shall be a 90-day window which shall become effective December 1, 2003, or as soon thereafter as the necessary Pension Plan changes have been made. The window shall apply for employees hired prior to 1996. It is understood that Employee 457 Funds may be used for the purchase of interim/layoff time in accordance with applicable law.

Dated: \_\_\_\_\_

\_\_\_\_\_  
For the City

\_\_\_\_\_  
For the Union

## APPENDIX D

### NEGOTIATED MODIFICATIONS TO CITY PERSONNEL RULES

#### PERSONNEL RULE V:

##### Section 11. Authorization For Promotional Competitive Examination.

Whenever there is a vacancy within Local 1600 or Local 1799, the Chief Personnel Officer shall order a promotional examination to be conducted. All eligible bargaining unit members may apply.

##### Section 15. Seniority Credit On Promotional Examinations.

Each employee taking a promotional test shall be credited with one point for each year of service from the date of the exam for the present position up to a maximum of ten years, to be added to his passing grade received on said test, provided however, that in periods of employment for fractions of a year, if less than six months, shall be considered one half point and if less than one year but more than six months, shall be considered one point.

Any former employee who was discharged or voluntarily resigned from the service shall not be given credit on future examinations for time spent in the service previous to such break in service.

##### Section 14. Resolving Ties On Promotional Examinations.

Tie scores shall be resolved in favor of the eligible with the highest written examination and/or Assessment Center score. Ties still existing shall be resolved in favor of the eligibles having the highest composite score including the written examination and/or Assessment Center and oral examination score. Ties still existing shall be resolved in favor of the employee with the most continuous service. Ties still existing shall be resolved by the time of filing the application.

##### Section 21. Promotion Without Competition.

If a promotional examination is not held and there are less than two eligibles within the bargaining unit, willing and eligible to compete, the Chief Personnel

Officer may authorize the promotion without competition of such eligible person upon presentation by the appointing officer of a written statement showing in detail that the duties performed by the person nominated are a natural preparation for the higher position and that such person is entitled to promotion by reason of length of experience and effective performance. The person must pass an examination for the higher position.

PERSONNEL RULE VI.

Section 5(i). DELETE.

PERSONNEL RULE VII.

Section 1(d). DELETE.

Section 1(g). Delete any reference to "inter-departmental tests".