

AGREEMENT
BETWEEN
CITY OF FLINT
AND LOCAL 1799, AFFILIATED WITH
COUNCIL 25
AND CHARTERED BY
THE AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES
AFL-CIO

SEPTEMBER 29, 2003
THROUGH
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PREAMBLE

THIS AGREEMENT is entered into on this 29th 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 1799, 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.

The City recognizes the Union as the exclusive bargaining representative for the classified supervisory Employees specifically hereinafter enumerated, for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment:

- Accounting and D.P. Liason Analyst
- Accounting Supervisor
- Airport Foreman
- Asphalt Labor Foreman
- Assistant City Engineer
- Assistant Community Development Project Manager
- Assistant Forestry Supervisor
- Assistant Housing Rehabilitation Supervisor
- Assistant Park Supervisor
- Assistant Relocation Supervisor

Assistant Recreation Director
Assistant referee Administrator
Assistant Sports Arena Supervisor
Assistant Street Maintenance and Construction
Supervisor
Assistant Utilities Office Supervisor
Assistant Waste Collection and Disposal Supervisor
Beautification/Environmental Analyst
Budget and Administrative Officer
Building Inspector Official
Building and Safety Inspections Supervisor
Chief Janitor
Chief Landscape Architect
Chief Stockkeeper
City Facilities Maintenance Foreman
City Facilities Maintenance Supervisor
Civil Engineer
Collection Supervisor
Community Center Director
Community Development Project Manager
Community Development Supervisor
Community-Media Relations Aide
Community Planning Supervisor
Construction Foreman
Contract Compliance Administrator
Contract Compliance Analyst
Contract Compliance Coordinator
Custodial Operations Foreman
Data Base and Systems Manager
D.C.E.D. Special Operations Coordinator
D.P. Computer Shift Supervisor
D.P. Information and Operations Manager
D.P. Network/Operations Coordinator
D.P. Project Planning Coordinator
D.P. Systems and Programming Coordinator
D.P. Systems and Programming Supervisor
Deputy City Assessor
Economic Development Coordinator
Economic/TIFA Development Manager
Election Records Supervisor
Equipment and Yards Superintendent
Field Engineer
Fleet Administrator
Forestry Foreman
Forestry Supervisor
Garage Foreman
Garage Foreman (Police)
Garage Supervisor
Golf Manager
Grants Administrator Coordinator
Horticulture Supervisor
Housing Rehabilitation Supervisor
Human Resources Development Supervisor
HVAC Preventive Coordinator

Identification and Records Supervisor
Identification Technician Supervisor
Income Tax Administrator
Income Tax Examining Supervisor
Internal Budget Analysis Supervisor
Internal Budget Analyst
License and Voting Device Supervisor
Market Master and Sealer of Weights and Measures
Neighborhood Service Representative Supervisor
Park Foreman
Park Supervisor
Planning and Research Manager
Principal Appraiser
Principal Civil Engineer
Project Engineer
Public Housing Maintenance Foreman
Public Housing Maintenance Supervisor
Public Housing Modernization Compliance
Coordinator
Public Housing Project Manager
Public Works Construction Materials Technician
Public Works General Maintenance Foreman
Public Works Yards and Maintenance Foreman
Radio Engineer
Real Estate Acquisition Supervisor
Real Estate Supervisor
Receivables Enforcement Officer
Recreation Facilities Maintenance Foreman
Recreation Supervisor
Registered Land Surveyor
Registered Survey Party Chief
Relocation Supervisor
Riverfront Park Supervisor
Safety Engineer (Electrical)
Senior Accountant
Senior Auditor
Senior Civil Engineer
Senior Code Enforcement Officer
Senior Construction Foreman
Senior Forestry Foreman
Senior Jail Security Officer
Senior Landscape Architect
Senior Mechanical/Plumbing Official
Senior Probation Officer
Senior Project Engineer
Senior Public Housing Project Manager
Senior Radio Engineer
Senior Street Cleaning Foreman
Senior Traffic Control Technician
Senior Treasury Receivables Examiner
Senior Water Pollution Control Maintenance Foreman
Sewage Pumping Station Operator-Foreman
Sewer Cleaning Foreman
Sports Arena Administrative Assistant

Sports Arena Foreman
Sports Arena Maintenance Supervisor
Sports Program Supervisor
Street Cleaning Operations Foreman
Street Maintenance Supervisor
Supervisor-Assessment/Audits
Supervisor-Personal Property
Survey Party Chief
Tax Supervisor
Trade Inspection Supervisor
Traffic Control Systems Foreman
Traffic Engineering Operations Supervisor
Traffic Maintenance Supervisor
Traffic Sign and Paint Foreman
Treasury Operations Supervisor
Utilities Accounts Supervisor
Utilities Office Billing Supervisor
Utilities Office Customer Service Supervisor
waste Collection Foreman
water Distribution Foreman
water Meter Foreman
water Meter Maintainer Foreman
water Meter Reader Setter Foreman
water Plant Building and Grounds Foreman
water Plant Electrical Instrumentation
Coordinator
water Plant Maintenance Foreman
water Plant Maintenance Supervisor
water Plant Operations Foreman
water Pollution Compliance Coordinator
water Pollution Control Assistant Maintenance
Supervisor
water Pollution Control Equipment and Instrument
Coordinator
water Pollution Control Instrumentation
Electrical Coordinator
water Pollution Control Maintenance Foreman
water Pollution Control Maintenance Supervisor
water Pollution Control Operations Analyst
water Pollution Control Operator Foreman
water Pollution Control Operations Supervisor
water Pollution Control Systems Analyst
water Pollution Facilities Engineer
water Quality Supervisor
Zoning Administrator

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.

Each employee of the 68th District Court represented by the Union who was hired prior to July 1, 1981, shall continue to possess such rights relative to promotion, transfer, seniority, and bumping within this bargaining unit as said employee possessed prior to June 30, 1992. The City shall provide the Union with a listing of all individuals hired prior to July 1, 1981, who are subject to this Section and shall update this list on an annual basis.

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 hired after July 1, 1978, 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". These Employees shall not be utilized in a manner that will erode or supplant the bargaining unit. Effective August 27, 1990, all requisitions submitted to the Personnel Department for the 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.

(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 Promotion: shall mean a promotion of a current Employee to a position for an interim period during which an eligibility list is being prepared. Such promotions shall be limited to a maximum of ninety (90) days unless extended by mutual agreement between the Local Union President and Chief Personnel Officer, or when, because of a court action or the action of any other authoritative body enjoining the examination process. Upon termination of a provisional promotion, 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 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 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) 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.

(h) Normal work week: shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, except for continuous operations.

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

(j) 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.

(k) 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.

(l) Days: 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 accumulated hours of straight time work as a part-time Employee shall entitle them, and they shall receive full credit for all straight time hours worked in determining future rate increases and fringe benefits as a regular full time Employee.

ARTICLE 5
TEMPORARY EMPLOYEES

Section 1. Compensation.

Temporary Employees shall receive none of the benefits provided in this Agreement, and shall be paid in accordance with compensation schedules.

Section 2. Change to Regular Status.

At such time as a temporary Employee is certified and appointed to fill a regular position without an interruption of service (as defined herein) he shall receive credit for all straight time hours worked as a temporary Employee towards step advancements in the compensation schedule and fringe benefits based upon length of continuous service. Crediting of temporary service time will not cause a retroactive crediting of sick and annual leave time the Employee would have accumulated if he had not been a temporary Employee. Such Employee may then elect to purchase, for retirement purposes only, time spent as a temporary Employee as though it were prior military service as described in Article 58, Section 2(a). Application to purchase such time spent as a temporary Employee must be made within thirty (30) days from the date of notification by the Personnel Office.

ARTICLE 6 **INTERIM EMPLOYEE**

Section 1. Compensation.

Interim Employees shall receive none of the benefits provided in this Agreement, and shall be paid in accordance with compensation schedules.

Section 2. 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.

Section 3. Transfer to Regular Status.

At such time an interim Employee is appointed to a permanent position, without an interruption of service (as defined in this Agreement), he shall receive credit for straight time hours worked as an interim Employee towards seniority pay step advancements and fringe benefits based upon length of continuous service. Crediting of interim service 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 Employee. Such Employee may then elect to purchase time spent as an interim Employee as though it were prior military service as described in Article 58, Section 2(a). Application to purchase such time spent as an interim Employee must be made within thirty (30) days from the date of notification by the Personnel Office.

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

Section 3.

The Union 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 Local 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.

In equal installments each pay period thereafter for the life of this Agreement, the Employer will deduct current dues and agency fees. As to Employees hired hereafter, 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) The Union 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 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 Local 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 Offices; Constitution.

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.

A maximum of ten (10) Stewards shall be elected or appointed to represent Employees and process grievances as follows: 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 Local President or nearest Local Officer for assistance.

Section 2. Attendance at Meetings.

Employees certified by the Union shall be granted leave with pay, for the purpose of attending Union conferences, conventions or seminars, and except as hereinafter provided, the total number of hours of leave authorized in any one (1) year of this Agreement shall not exceed forty (40). 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. In the year in which the International Biennial Convention is held, no paid leave shall be authorized for attendance at any conference, convention or seminar as herein provided, however delegates from the Union may be granted leave with pay to attend the Biennial Convention on the following basis, and the annual maximum of forty (40) hours shall not apply during said year. The Union shall be entitled to delegates on the basis of membership as follows: 100 or fewer, one (1) delegate; more than 100, but not exceeding 200, two (2) delegates; more than 200, but not exceeding 300, three (3) delegates; more than 300, but not exceeding 400, four (4) delegates; more than 400, one (1) additional delegate for each 1,000 additional members or fraction thereof.

Section 3. 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 4. 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 shall be afforded the necessary time to reasonably investigate and process grievances during their regular working hours without loss of time or pay. 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.

ARTICLE 10 **GRIEVANCE PROCEDURE**

A. The grievance procedure shall serve as the means for the peaceful 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 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. Except for matters involving reclassifications and promotions, 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. Disputes involving

reclassifications and promotions shall be submitted to the Civil Service Commission in accordance with the Commission's rules.

C. General Provisions with Regard to Operation of the Grievance Procedure.

1. "Grievance" shall mean a complaint by an Employee or a group of Employees based upon an event, condition or circumstance under which they work allegedly caused by a violation or misinterpretation of this Agreement. The grievance complaint shall set forth all the facts necessary to understand the issues involved, shall identify all the provisions of the Agreement alleged to be violated by appropriate reference, shall state all contentions of the Employee with respect to these provisions, shall indicate all relief requested and shall be signed by the aggrieved Employee(s). So far as possible, the Union and the Employer shall avoid publicizing any grievance or complaint founded thereon prior to the final determination of the issue.
2. The time limits set forth herein are considered to be maximum but may be extended by mutual consent.
3. Grievances shall be submitted within ten (10) work days of the event giving rise to the grievance.
4. In no case shall claims involving wages be valid for more than thirty (30) days retroactively from the date the grievance is first presented in Step 1 of the grievance procedure.
 - (a) All claims for back wages shall be limited to the amount of wages that the Employee would otherwise have earned at his regular rate less either any Unemployment Compensation not refunded by the Employee or worker's Compensation, or any interim earnings that he may have received during the period of back pay.
 - (b) No decision in any case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a representative case by mutual written agreement of the parties.
5. Failure of the Union to proceed with a grievance to the next step within the allotted time limits shall be deemed to be a withdrawal of the grievance. A grievance once filed and withdrawn shall not be refiled.

6. 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.
7. The grievant(s) and witnesses who are Employees of the City shall be relieved of their duties 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 the provision, if during normal working hours, shall be considered as time worked.
8. When an Employee feels aggrieved because he has been worked outside of his classification in excess of thirty (30) consecutive calendar days, the Employee shall first request that a classification review be conducted by the Personnel Department by filing a CS-39. The Employee may appeal Personnel's determination through the grievance procedure or to the Civil Service Commission.

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 Grievance Committee member shall submit it to the supervisor in writing on the Grievance Form within three (3) work days. The supervisor shall respond in writing also within three (3) work days of receipt of the written grievance. If the immediate supervisor and the department head mentioned below are the same person, the written grievance will be filed at Step 2.

Step 2. If the grievance has not been satisfactorily resolved at Step 1, the Grievance Committee member shall present the grievance in writing to the appropriate department head, or his designee, within seven (7) work days after the immediate supervisor's written response is due. Within seven (7) work days after receipt of the grievance, the department head or his designee will meet with the Grievance Committee member to discuss the grievance. The grievant may attend the meeting if requested by either party. The department head, or his designee, shall respond to the Grievance Committee member in writing within seven (7) work days.

Step 3. If the grievance has not been satisfactorily resolved at the Step 2 level, it shall be appealed by the Chairman of the Grievance Committee or his designee

to the Director of Labor Relations in writing within seven (7) work days after the department head's response is due. A meeting among not more than two (2) members of the Grievance Committee and two (2) representatives of the City, designated by the Director of Labor Relations, will be held within seven (7) work days from receipt of the grievance. The Director of Labor Relations or his designee shall submit his written answer to the Chairman of the Committee within seven (7) work days of the meeting.

Arbitration. If the grievance is not resolved at Step 3 of the grievance procedure, either party, at its option, may submit the grievance to arbitration by written notice delivered to the Director of Labor Relations or the Grievance Committee Chairman as the case may be. Such notice shall be given within ten (10) work days after the Director of Labor Relations' written response is due, and shall contain the provisions of the Agreement allegedly violated, the issues involved and the relief requested. If no such notice is given within the prescribed period the City's last answer shall be final and binding on the Union, the Employee(s) involved and the City.

The Grievance Committee Chairman or his designee and the Director of Labor Relations or his designee shall attempt to select a mutually agreeable arbitrator. If the parties are unable to agree on the selection of an arbitrator within fifteen (15) work days of receipt of the request for arbitration, the services of the American Arbitration Association shall be used in making a selection.

D. Jurisdiction and Power of Arbitrator.

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

The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement, including establishment or modification of any compensation plan.

E. Arbitration Procedure.

At the time of the arbitration hearing, both the City and Union shall have the right to examine and cross-examine witnesses. Upon request of either the City or the Union, or the Arbitrator, a transcript of the hearing shall be made. All arbitrations shall be conducted under the rules and regulations of the American Arbitration Association then pertaining. At the

close of the hearing, the Arbitrator shall afford the City and the Union a reasonable opportunity to furnish briefs.

F. Cost of Arbitration.

Each party shall pay its own costs of processing grievances through the grievance and arbitration procedure. The fee of the Arbitrator, his travel expenses, and the cost of any room or facilities and the expenses of the arbitration shall be borne equally by the parties. The expense of a stenographer and/or a transcript, if any, shall be borne by the party requesting it or equally among the parties requesting it if more than one party requests it. The fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring the same. Provided, however, the wages of the grievant will be paid for time spent in the arbitration, if that time is during the Employee's regularly scheduled work hours.

G. Finality of Arbitrator's Decision.

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

The Union and the City will discourage and will not cooperate with or give aid to any member of the bargaining unit or department in any appeal from such decision to any Court or appeal board.

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 operation 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 standards 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 work rules shall be posted on bulletin boards at least ten (10) days prior to their effective date.

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 section (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 section (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:

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 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.

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) 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.
- (d) An employee who is promoted out of Local 1799 but within a regular promotional series, shall continue to accrue seniority for a maximum period of time equal to his seniority earned in Local 1799. Thereafter his seniority shall be retained but will not accumulate.
- (e) An employee who is transferred or promoted out of Local 1799 but not within a regular promotional series, shall retain seniority earned in Local 1799 but will not accumulate additional seniority within Local 1799.

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 his unreported absence, the Employee is considered to have resigned (voluntary quit) and is no longer in the employ of the City of Flint. In proper cases exceptions shall be made upon the Employee producing convincing proof of his inability to give such notice.
- (5) Failure to report for work within five (5) days from the date of receipt of notice of recall 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, other than interim, seasonal or temporary, to be involuntarily laid off shall be given written notice of layoff a minimum of ten (10) working days prior to the effective date.

(b) The Local President and Chairperson of the Grievance Committee shall for the purpose of layoff only, head the seniority list in their respective classifications during their respective terms of office. The provision of this subsection shall not apply to any changes made subsequent to the date a notice of layoff is initiated.

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.

(a) 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. Ties in classification seniority shall be broken by total City seniority. Provided, however, that if the classification is in a class series of lower pay levels or is directly related to another classification or 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. 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 or classification when a vacancy occurs to which said Employee has seniority rights. In cases when 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. Determinations as to whether or not there exists direct relationships between new 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 grievance arbitration, and such arbitration decision shall be final.

(b) When need arises to layoff an Employee serving a provisional or probationary promotional period, such Employee shall be restored to the job classification from which he was promoted, and layoff shall be made in the manner prescribed above. Time served in the probationary position shall be credited as though served in the lower classification should layoff occur in that class.

(c) Employees may elect a layoff in lieu of the bumping rights set out in the above paragraphs, in which event such Employees shall be placed on the layoff list for the classification from which they are laid off. An Employee who accepts a demotion (in lieu of layoff) from a position in Local 1799 to a position out of that bargaining unit, shall maintain all fringe benefits of Local 1799 for a period not to exceed six (6) months from the effective date of the appointment to the lower level position.

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; but in any event will be confirmed by certified mail from the Personnel Office to the Employee's address on file in the Personnel Office. The Employer may, in its discretion, make an exception to this return to work within five (5) day rule when it believes it is warranted by the circumstances. Such discretion shall not be arbitrary or capricious.

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 from 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 only, 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 in the division. 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**

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 an 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.

ARTICLE 20 **VETERAN'S RIGHTS AND BENEFITS**

(a) Re-Employment. An Employee who has been in the armed services of the United States, under military leave from the City of Flint and subject to limitations provided by law, and who is released or discharged from such duties under honorable conditions, and makes application for re-employment within ninety (90) days after such separation or from hospitalization continuing after separation for a period of not more than one (1) year, shall upon reinstatement, and after completing the required probationary period when applicable, be given seniority credit

for time spent in the armed services as though it had been spent in the employ of the City of Flint.

(b) 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 the 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 the compensation or step increases provided for in this paragraph shall be paid such increases retroactive to the date of the Employee's reinstatement.

(c) 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.

(d) Compensation To Be Paid Veterans Returning As Probationary employees. Probationary Employees who have been in the armed services 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 Corps 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 federal fiscal year. Any portion of the military reserve leave extending beyond the period for which payment is made may be charged to the Employee's accrued annual leave.

Upon returning 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 **EDUCATIONAL LEAVE**

For the purpose of full-time attendance (as defined by the institution) at an educational institution, any full-time regular Employee with 365 service credits 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 stating 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, and proof of attendance from the educational institution, the Chief Personnel Officer shall place the Employee's name on the layoff list for the appropriate classification or related job classification for a period of twenty-six (26) payroll periods immediately following the receipt of such notice. If the Employee is not returned to work during this period, the Employee shall have voluntarily quit.

ARTICLE 23
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.

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.

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.

ARTICLE 24
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	212
1826 - 3649 (5 thru 9)	6.2	416	276
3650 (10)	6.5	440	288
4015 (11)	6.8	464	301
4380 (12)	7.1	488	314
4745 (13)	7.4	512	327
5110 (14)	7.7	536	340
5475 (15)	8.0	616	352

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 a seniority basis. 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 Employees 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. For the first three (3) occasions during a fiscal year, use of annual leave for emergency purposes shall be authorized by the department head without regard to the twenty-four (24) hour notice and without regard to providing documentation of emergency. In the event an employee has more than three (3) occasions of emergency annual leave in a fiscal year, the department head, prior to authorizing emergency annual leave, may require the employee to provide documentation of the emergency. An occasion of emergency shall not exceed two (2) days duration absent appropriate documentation as to the duration of the emergency.

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 25 **SICK LEAVE**

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

Sick leave shall accrue on an unlimited basis 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 pay check or from their refund of retirement contributions, an amount equal to that previously received for sick leave.

Charges against accumulated sick leave and pay allowances for time lost on account of sickness shall be made only for time

lost for which the Employee normally would have received pay and during which he normally would have been required to work.

Part time Employees who, at the time of employment are employed for a minimum of thirty (30) hours per week and part time Employees who are subsequently regularly scheduled to work thirty (30) or more hours per week, shall earn and be credited with sick leave on the basis of three (3) hours of sick leave for each sixty (60) hours or more of straight time pay in a payroll period.

Application for sick leave shall be made to and approved by the appropriate department head or his authorized representative.

When an Employee is absent from duty for a period of three (3) or more consecutive days, a certificate from a licensed physician, noting the cause of such absence or other proof of disability or illness may be required, and if required, shall be furnished before the leave request is granted for purposes of Employee 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. Where practical, departmental rules may require that the Employee notify his department prior to his normal starting time of any disability or illness which will cause his absence. In all other cases where possible, the Employee shall notify his department of such disability or illness within one-half (1/2) hour after his starting time. Proof of illness or disability may be required by the department head of any Employee who has taken sick leave on six (6) or more occasions within the current fiscal year.

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

In the event of the Employee's death, unused accumulated sick leave time shall be paid to the Employee's living beneficiary on the same formula basis as retirees. Said payment shall be made to the spouse, children, father, mother, sister, or brother 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.

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

Sick leave shall be taken in increments of at least one (1) hour or up to the balance accumulated if the accumulated balance is a fraction of an hour, provided, however, in areas where work

crews are assigned at the start of shifts, the appointing authority may require that sick leave be used in four (4) hour increments at the start of a shift.

The City with just cause may require an Employee to be examined by the City's Clinic to determine if an Employee can continue or return to work. Such examinations shall be without charge to the Employee.

ARTICLE 26 **LEAVES OF ABSENCE - GENERAL PROVISIONS**

Permanent Employees who, because of illness or disability, use all available leave will be kept on leave without pay status for six (6) additional months.

At the expiration of this period, an Employee in such leave status will be placed on the layoff list for his respective classifications consistent with his seniority for an additional eighteen (18) months. An employee may apply for openings in related classifications as they become available. In the event that the Employee has elected to withdraw his share of retirement contributions, he shall be permitted to reacquire benefits earned by complying with the applicable provisions of Ordinance No. 1860.

ARTICLE 27 **RETURN TO WORK - LIGHT OR FULL DUTY**

Section 1.

An Employee receiving workers' compensation benefits, under the workers' Compensation Act, 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.

Light duty, when available, for job-related injuries, 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.

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 the Detroit Industrial Clinic or similar institution within ten (10) working days of a written request to the institution. Failure to act with 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 28 **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 29 **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.

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.

(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 he attends the appropriate death related service. The supervisor may require evidence of such attendance in the form of a sympathy card or obituary notice.

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

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

(e) Employees granted bereavement leave under this Article shall, after making written request for this leave and submitting proof of relationship, receive the amount of wages they would

have earned by working during straight time hours on such scheduled days of work for which they are on bereavement leave.

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

ARTICLE 30 **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 31 **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; provided, however, Identification Bureau personnel called in to Court on their off duty hours shall be entitled to a minimum of three (3) hours at time and one-half (1 and 1/2) of their regular rate of pay. 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 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.

ARTICLE 32
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 33
HOLIDAYS

Section 1. Holiday Observance.

The following days shall be designated as holidays:

New Year's Day	Thanksgiving Day
Martin Luther King's Birthday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve
Labor 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 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 34 **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 division, 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 Employee's 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 therefor.

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 35 **OVERTIME**

Employees who are authorized by their department head or his designee to 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 forty (40) hours per week shall receive compensation at one and one half (1½) times their basic rate of compensation for all hours worked in excess.

ARTICLE 36 **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. An Employee may decline to accept overtime assignments, provided such refusal does not impair 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.

ARTICLE 37 **CALL-IN PAY**

Any Employee brought back to work on call-in, shall be paid at one and one-half (1 and 1/2) times his straight time hourly rate of compensation a minimum of three (3) hours. Employees receiving a standby pay brought back to work on call-in, shall be paid one and one-half (1 and 1/2) times their 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 38 **STANDBY**

An Employee may be required to remain on call at his regular place of abode or other reasonably accessible location for a 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, at one and one half (1 and 1/2) times his straight time hourly rate, one (1) hour pay for each calendar day, Monday through Friday, and two (2) hours pay for each calendar Saturday, Sunday and/or holiday of standby duty. Additional benefits do not accrue for standby.

ARTICLE 39 **SHIFT PREMIUM AND WEEKEND DIFFERENTIAL**

Section 1.

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.

For Employees hired on or after July 1, 1997, a 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 second shift. For employees hired on or after July 1, 1997, a shift premium of either 6.5 percent (6.5%) per hour worked or one dollar (\$1.00) per hour worked, whichever is less, shall be paid to all Employees working on a regularly schedule third shift. 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 their respective shift premiums for all hours worked.

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 holiday pay on 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.

Section 2.

Regular Employees, as defined in this Agreement but excluding seasonal Employees, who were hired on or before June 30, 1997, working on operations which are classified as continuous operations, will be paid a weekend differential of 6.5 percent (6.5%) with a one dollar (\$1.00) per hour maximum for Saturday and/or Sunday work when the Saturday and/or Sunday is a regularly scheduled work day of their normal work week. Regular Employees, as defined in this Agreement but excluding seasonal Employees, who were hired on or after July 1, 1997, working on operations which are classified as continuous operations, will be paid a weekend differential of 6.5 percent (6.5%) with a seventy-five cent (\$0.75) per hour maximum for Saturday and/or Sunday work when the Saturday and/or Sunday is a regularly scheduled work day of their normal work week. Such weekend differential shall not be added to the base rate of any classification and shall not be used in computing second and third shift premium, or any payment for hours not worked.

ARTICLE 40 CAR ALLOWANCE 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). Said rate is to be reviewed on an annual basis.

Employees who use their vehicles regularly on a daily basis 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 per month. 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 from 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. Car Allowance:

Eligible employees in the Building and Safety Inspection Division, the Assessment Division and Water Meter Reader-Setter Foreman in the Water Division 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 select the method of reimbursement in July 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 may alternatively require the employee to use transportation provided by the city, provided that three (3) months notice shall be given to employees who will be required to provide such 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 and mileage allowance checks shall be payable on the first payday of the month following the month the mileage was driven.

ARTICLE 41
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 42
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.

ARTICLE 43
DUAL CLASSIFICATION POSITIONS

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

ARTICLE 44
TEMPORARY AND PROVISIONAL PROMOTIONS

Section 1. Temporary Promotions.

A temporary promotion to a position in a higher level, made necessary by reason of the absence of a regular Employee, may be authorized by the Personnel Director, consistent with personnel rules, upon written request of the appointing authority. Such temporary promotion shall continue only during the absence of the regular Employee.

Section 2. Benefits for Temporary and Provisional Promotions.

During a temporary or provisional promotion, the Employee will receive the benefits provided by this contract consistent with the Employee's status as though he had not received the promotion, except for wages. The Employee will be paid the wage consistent with the classification to which he was promoted.

Employees promoted to "exempt" positions level 23 and above shall not be entitled to overtime.

ARTICLE 45
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 reallocation.

(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 increases in compensation 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 46
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 47
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 1799, AFSCME, will meet to review potential wage inequities.

The parties agree to fund the Wage Inequity Program up to ten thousand dollars (\$10,000) for the fiscal year commencing July 1, 1996, and five thousand dollars (\$5,000) for the year commencing July 1, 1997, to cover the cost of any or all wage adjustments. Such adjustments will become effective the first payroll period in July of the respective fiscal year. Prior to the fiscal year commencing July 1, 1998, it is agreed and understood that the parties will re-open negotiations regarding, and limited to, the continuance of the Wage Inequity Program for the fiscal years commencing July 1, 1998, and July 1, 1999.

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, bench mark 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 or its application, same shall be submitted to an outside third party arbitrator specializing in wage and salary administration for a final determination.

ARTICLE 48 **TUITION REIMBURSEMENT**

Section 1.

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.

Section 2.

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.

Section 3.

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 per fiscal year. Reimbursement for tuition to bargaining unit Employees under this Section 3 of Article 48 by the City of Flint shall not exceed the sum of \$3,500 during any one (1) fiscal year. If applications for such reimbursement exceeds this maximum limit, the reimbursement shall be made pro-rata among Employees who have successfully completed approved courses.

Section 4:

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 Sections 1, 2, and 3, above. The maximum tuition reimbursement under this Section shall be \$2,000 per employee per fiscal year, with a maximum reimbursement under this Section 4 of Article 48 by the City of Flint per year being the sum of \$10,000 during any fiscal year.

ARTICLE 49
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.

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 1799 Political Action Committee and other deductions mutually agreed upon.

ARTICLE 50
EMPLOYEE SAFETY

Section 1. 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 performance of a specified job or duty, shall be furnished and maintained by the City.

Section 2. 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 3. 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 and those positions required to perform welding duties \$115 (less applicable taxes) for Electricians and those positions required to perform welding duties are 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.

ARTICLE 51
INSURANCE COVERAGE

Section 1. Life Insurance.

Notwithstanding the provisions contained within the Article entitled "Life Insurance", during the term of this Agreement the Employer shall have the right to select the insurance carrier(s), to select the insurance policy or policies, to change carriers, and/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).

While this agreement refers to the City's obligation to pay premiums to provide certain insurances, in fact the City is self-insured for some of these benefits. It is understood that the City is obligated to provide the coverage and the benefits outlined in this agreement, but that this does not require the City to pay premiums for insurance contracts as such.

ARTICLE 52 **LIFE INSURANCE**

The City shall provide Employees, including part time Employees who, at the time of employment are employed for a minimum of thirty (30) hours per week, and part time Employees who are subsequently regularly scheduled to work thirty (30) hours per week, life insurance and dismemberment coverage in the amount of Fifty Thousand (\$50,000) Dollars and double indemnity coverage in this amount in the event of accidental death.

1. The Employee can designate a beneficiary on this life insurance coverage by completing the appropriate form in the City Finance Office, and in the event that no beneficiary is designated, the policy will be payable to his estate.

2. The City agrees that such life insurance coverage will be continued for an Employee who is on a leave of absence without pay for a period of up to six (6) months.

ARTICLE 53 **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. The first payment, to be made on or before December 15, shall be for the twelve (12) billing periods immediately prior to December 1. The payment shall be made as an adjustment to a regular pay check, and only those Employees who are entitled

to a regular pay check the first pay day in December shall be entitled to the payment in lieu of insurance coverage. An Employee shall be entitled to a regular pay check 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 to be "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 shall be voided, and the Employee shall forfeit any right to payment in lieu of insurance coverage for that period. In case of Employees who retire, the Employee will be sent his check, provided such amount shall not be computed in the Employee's final average pay.

Any Employee who is eligible for hospitalization insurance, at City expense, pursuant to the Article entitled "Hospitalization Insurance", but who elects not to be covered by said insurance, shall be entitled to a payment of \$100.00 per billing period for any billing period during which hospitalization insurance was not provided for said Employee at City expense. Any election by an employee not to be covered by such hospitalization benefits must be in writing, is to be renewed annually, and is conditioned upon the employee demonstrating hospitalization benefit coverage from another source. Any employee who has elected not to be covered and who loses their alternate hospitalization benefit coverage shall be afforded the opportunity to immediately enroll in the City's health care benefit program upon written application and demonstration of termination of alternate benefits.

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 54 **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 (Prosthodontics Dental Services) 50%

Class III (Orthodontic Dental Services to age 19) 50%

Class I and II benefits shall not exceed \$750.00 per person per contract year. Class III benefits shall not exceed a lifetime maximum of \$650.00 per person. Effective January 1, 1998, Class II benefits shall not exceed \$1,000.00 per person per contract year and Class III benefits shall not exceed a lifetime maximum of \$1,000.00 per person.

ARTICLE 55 **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) Regular Employees and/or their spouses who attain age sixty-five (65), must enroll in Blue Cross - 65 Supplementary. Failure to do so shall forfeit the Employee's Hospitalization Insurance Coverage until such time as they have complied with this requirement. Such regular Employees shall be reimbursed any premium they must pay for Medicare coverage, for themselves and/or their spouse. Reimbursement shall be quarterly pursuant to the written policy as established by the Finance Director, after providing proof as required by the Finance Director, of such payment. In no event shall the reimbursement exceed the difference between the City's premium for "regular benefits" coverage for a similarly situated Employee (e.g.: married, single) and the City's premium for the "65 Supplementary" coverage. This section shall not apply to Retirees as set forth in section (d) below.

(d) 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.

(e) 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.

In cases where a non-deferred retiree loses alternate or comparable health care coverage, effective with the first day of the first billing period immediately following written notification to the City from said retiree of said loss of alternate or comparable health care coverage, shall again provide the retiree with the same coverage (i.e., same level of benefits, same cost) that the retiree would have enjoyed had there not been a break in City provided health care coverage resulting from the fact that the retiree had comparable coverage available from another employer.

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. An Employee who is on sick leave and has exhausted all accrued leave time shall have such coverage continued for an additional month for each year of City seniority up to six (6) months.

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 56
OPTICAL BENEFITS

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

In general, this benefit will provide optical examinations, lenses and frames every 24 months for the Employee and dependents 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 57
UNEMPLOYMENT COMPENSATION

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

ARTICLE 58
RETIREMENT BENEFITS

City employees are provided retirement under a Defined Benefit Plan or a Defined Contribution Plan as defined in this article and in accordance with the detailed provisions of the Flint Retirement Ordinance and amendments thereto, together with the Retirement Board's Administrative Rules and Regulations.

The provisions of the Flint Retirement Ordinance and amendments, together with the Retirement Board's Administrative Rules and Regulations are not subject to the Grievance procedure. Language contained in the Collective Bargaining Agreement is subject to the grievance procedure.

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. All Employees hired after October 1, 2003, shall only be eligible for the Defined Contribution Plan.

(a) Multiplier:

The multiplier used in computing retirement benefits is be 2.4% of the final average compensation for all years of credited service; provided, however, that for any credited service earned in another bargaining unit or employee grouping for which the employee, as of the date of the employee's departure from said bargaining unit or employee grouping, would have been entitled to receive a percentage multiplier greater than 2.4%, the employee shall receive such higher percentage multiplier for, and only for, said credited service earned in said other bargaining unit or employee grouping. (By way of example, an employee hired prior to July 1, 1997, who retires from the Local 1799, AFSCME bargaining unit with a total of twenty-five (25) years of credited service, three (3) years of which earned in the Local 1600, AFSCME bargaining unit between July 1, 1997 and June 30, 2000, would have a multiplier computed on the basis of twenty-two (22) years of credited service at 2.4% and three (3) years of credited service at 2.5% times final average compensation.)

(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.

(i) Death of Vested Member:

In the event a bargaining unit member, who has vested rights to the receipt of a pension under the provisions of Section 1, paragraphs (f), (g), or (h), above, and who does not have an Option B election in force, dies prior to retirement while in City employment, leaving a surviving spouse, said surviving spouse shall receive a pension computed in the same manner as if (a) the said member had retired the day preceding the date of his or her death, notwithstanding that the member may not have attained his voluntary retirement age, (b) the said member elected option B, and (c) nominated his surviving spouse. No pension shall be paid under this section on account of the death of a member if any pension benefits are paid or payable under any other provision of this collective bargaining agreement or the Flint City Code.

(j) 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.

(k) 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.

(l) 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.

(m) Annuity Withdrawal Option:

Within thirty (30) 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.

(n) 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, hired on or after July 1, 1997, 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 compensation schedules 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 59 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 60 MISCELLANEOUS

Section 1. Annual Physical Examinations.

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

Section 2. Tool Allowance.

The Employer will pay, in July of each year, a tool allowance of \$300.00 to each Employee in the classification of Garage Foreman.

ARTICLE 61
SAVINGS CLAUSE

Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree to negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE 62
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 63
TERMINATION

This Agreement shall be effective on the 29th day of September, 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, it shall notify the other of their desire in writing at least ninety (90) calendar days prior to June 30, 2008.

Dated at Flint, Michigan, this ____ day of _____, 2004.

CITY OF FLINT

LOCAL 1799, AFSCME, AFL-CIO

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

LETTER OF UNDERSTANDING
LOCAL 1799 UNION TIME

The City and the Union agree to the following:

1. The Union President will be released from his job function with pay for forty (40) hours every week. This released time is for the purpose of allowing the Union President to participate at MERC hearings, grievance hearings, negotiations, meetings to clarify and revise the City's Personnel Rules, and participation in the City's TQS and Pro-Act programs. The Union President shall be paid at either pay level 30 or the Union President's normal rate of pay, whichever is higher.

2. The Union's Grievance Committee Chair will be released from his job function with pay when it is necessary for that person to attend MERC hearings, grievance arbitrations, negotiations, and similar hearings or proceedings where immediate representation is essential such as in cases involving discharges, suspensions, imminent safety hazards, or where his participation is otherwise necessary and unavoidable under the circumstances. The Grievance Committee Chair will not be required to use "pass slips" when leaving his job for such Union business as provided herein, but shall be required to conform to reasonable procedures established by the City to insure that cost center and department management is aware of the Grievance Committee Chair's whereabouts and the reasons for his job release.

3. All other Local 1799 representatives shall be released only by the use of such passes.

4. Meetings may be scheduled by the City Administration outside of the time limitations provided above. City Administration, as used in this section, shall be limited to the Personnel Director or his designee, the Mayor/Administrator's Office or Labor Relations.

5. In all instances of time off the job, as noted in 2, 3, and 4 above, appropriate supervisors shall be informed prior to leaving the job and immediately upon return.

7. This agreement shall expire on June 30, 2008.

FOR THE CITY

FOR THE UNION

DATED: _____

LETTER OF UNDERSTANDING
WASTE WATER POLLUTION CONTROL CENTER

It is agreed between the City of Flint and Local 1799, AFSCME, AFL-CIO, that the following provisions shall apply to employees at the Waste Water Pollution Control Center:

1. Sick Days - A sick day shall commence at the beginning of the Employee's regularly scheduled shift and shall continue until the beginning of the Employee's next regularly scheduled shift provided, however, that one (1) sick day shall not last longer than twenty-four (24) consecutive hours.
2. Annual Day - An annual day shall commence at the beginning of the Employee's regularly scheduled shift and shall continue until the beginning of the Employee's next regularly scheduled shift provided, however, that one (1) annual day shall not last longer than twenty-four (24) consecutive hours.
3. An Employee who is on annual and/or sick day shall be considered not available for purposes of over-time distribution.
4. An Employee who is on an annual day immediately before and immediately after a schedule day(s) off shall be considered to be on annual leave for the entire period.
5. For purposes of overtime equalization an Employee shall be charged double the amount of hours that would have been worked on each occasion that the Employee is requested to work overtime but refuses to do so. An Employee who is not available for overtime work shall be charged for the actual number of hours that would have been worked on each occasion that the Employee is not available.
6. For overtime equalization purposes, an Employee will not be charged, nor is the City required to ask him, if he refuses to work more than two (2) consecutive double shifts. (A double shift = sixteen (16) consecutive hours.)
7. Upon return to work from a leave of absence in excess of thirty (30) days due to sickness and/or injury (whether job-related or not), an Employee will be credited with the average number of over-time hours worked in his classification since said

thirtieth (30th) day and ending on the date immediately preceding his date of return to work.

8. In those instances where overtime is available as a result of an absence of a foreman, or the overtime is in the foreman's classification, the overtime shall be offered to a foreman prior to working a dual operator/foreman as a foreman and replacing the dual with an operator on overtime. This provision is applicable during the shift the foreman is working overtime only.

/s/ Gary D. Bates
FOR THE CITY

/s/ Duane T. Hunt
FOR THE UNION

DATED: August 31, 1994

**LETTER OF UNDERSTANDING
FITNESS FOR DUTY**

Section 1.

The City of Flint and Local 1799, AFSCME, agree to establish a committee on Fitness for Duty to explore the use of necessary tests for Employees suspected of being under the influence of, or impaired by, alcohol or a controlled substance.

Section 2.

The Committee shall formulate and present recommendations to the bargaining team for the City and the Local 1799, AFSCME, bargaining team within six (6) months following ratification of this Agreement.

Section 3.

Upon receipt of the Committee's recommendations, the City and Local 1799, AFSCME, shall resume bargaining on the recommendations.

Section 4.

It is understood that any agreement, including any testing program negotiated between the bargaining teams for the City and Local 1799, AFSCME, is subject to ratification by the membership of Local 1799, AFSCME, prior to implementation.

Section 5.

The Committee shall be made up of three (3) Employees designated by the President of Local 1799, AFSCME, and three (3) members 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.

CITY OF FLINT

LOCAL 1799, AFSCME

DATED: _____

**SUPPLEMENTAL
AFFIRMATIVE ACTION
AGREEMENT**

WHEREAS, The City of Flint and AFSCME Local 1799 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 under-represented class are not ranking in the top three.

Affirmative action certification will occur by ranking the employees of the under-represented class in order of their test scores. If no employee of the under-represented 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. 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.
12. 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.
13. 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.
14. 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.
15. 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.

16. This agreement shall remain in full force and effect until and including June 30, 1996, 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.

/s/ Gary D. Bates
FOR THE CITY

Duane T. Hunt
FOR THE UNION

DATED: August 31, 1994

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 position descriptions and to ensure that employees are assigned to appropriate pay levels and position descriptions.

The Job Study Steering Committee shall be made up of three (3) Employees designated by the President of Local 1799, AFSCME, and three (3) individuals designated by the 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.

It is specifically agreed that no result of said job study will be implemented without prior negotiation 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.

To the extent possible, this committee will work with its counterpart in Local 1600.

CITY OF FLINT

LOCAL 1799, AFSCME

DATED: _____

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

It is hereby agreed by and between the City of Flint and Local 1799, AFSCME, as follows:

(a) Employees who retire from employment with the City of Flint and who were members of the bargaining unit represented by Local 1799, 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 31, 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 AGREEMENT
REGARDING WATER POLLUTION
CONTROL FACILITY SICK OCCASIONS**

The City and the Union agree that, for the period of this collective bargaining agreement, employees employed at the Water Pollution Control Facility who are represented for collective bargaining purposes by Local 1799, AFSCME, shall be allowed ten (10) sick leave occasions (rather than six occasions) within a fiscal year before a certificate from a licensed physician may be required by the department head.

CITY OF FLINT

LOCAL 1799, AFSCME

DATED: _____

PURCHASE OF INTERIM/ LAYOFF TIME AGREEMENT

It is hereby agreed by and between the City of Flint and Local 1799, 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 time in accordance with applicable law.

For the City

For the Union

Dated: _____