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Flint

AGREEMENT  
 between  
 CITY OF FLINT  
 and  
 LOCAL 1600, COUNCIL 29,  
 AMERICAN FEDERATION OF STATE,  
 COUNTY AND MUNICIPAL EMPLOYEES,  
 AFL - CIO



Michigan State University  
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 TERM:

July 1, 1972 through June 30, 1975

Local 1600  
 Afscme  
 1375 Williamsburg Road  
 Flint, Michigan 48507

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**AFL - CIO**

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This agreement is entered into by the City of Flint, hereinafter referred to as the Employer, and Local 1600, Council 29, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

The parties agree as follows:

## RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all employees within the specified bargaining unit, hereinafter referred to as Employees.

### SECTION 1 - DEFINITIONS

(a) Regular Employee: Regular Employee shall mean every regular full time hourly rate or salaried worker, including seasonal employees engaged on normal work weeks, and excepting officials appointed by the City Council.

(b) Part Time Employee: A part time employee is one who, at the time of employment and thereafter, is scheduled to work less than a normal work week; provided, however, that a regular employee who works less than a normal work week because of lack of funds or available work is not a part time employee within the meaning of this definition.

(c) Seasonal Employee: A seasonal employee is one who at the time of employment is employed with the intention that his employment will be for a work season with the probability of re-employment the ensuing year following a seasonal lay-off.

(d) Provisional Employee: Provisional Employees are those who at the time of employment are employed provisional to their qualifying for certification on an eligibility list, or employed during an interim period during which an eligibility list is being prepared, and in either event, for a maximum period of 90 days or less.

(e) Temporary Employees: Temporary employees are those who are employed for short periods of time to perform emergency work or extra work in a department. Said employment is to be for a maximum of 90 days or less. These employees shall not receive the benefits provided in this agreement. Provided, however, that a regular employee with seniority status who is reduced or laid off and recalled to temporary employment because of lack of funds or available work, is not a temporary employee within the meaning of this definition.

## **SECTION 2 – PART TIME EMPLOYEES LIMITATIONS OF BENEFITS**

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 3 – UNION SECURITY**

Each employee who, on the effective date of this agreement is a member of the Union, shall, as a condition of employment, maintain his membership in the Union. Every employee eligible for membership, hired on or after July 1, 1967, shall, as a condition of employment, become a member of the Union thirty (30) days after his hiring date and maintain membership in the Union. Employees who fail to comply with this requirement shall be discharged by the employer within (30) days after receipt of written notice to the employer from the Union.

## SECTION 4 – CHECKOFF

The employer agrees to deduct the union membership assessments, and once each month, dues from the pay of those employees who authorize such deductions from their wages by signing dues deduction cards. The amounts to be deducted shall be certified to the employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement, to the Treasurer of the local during the succeeding week after such deductions are made. This authorization shall be irrevocable during the term of this Agreement.

In the event it is subsequently determined by the Michigan Employment Relations Commission or a court of competent jurisdiction that the union dues or assessments have been improperly deducted and remitted to the union, the union shall return such amount to the affected employee.

## SECTION 5 – UNION BUSINESS

(a) A maximum of three (3) representatives from each unit of its employees represented within the meaning of Section 11 of Act No. 336 of the Public Acts of 1947, as amended, shall be granted leave with pay, for purpose of a meeting with other City employees for the formulation of requests to be submitted in negotiations. Such meeting shall occur during the month of January and the amount of time spent in such meeting shall be reported to the City Manager. The names of the elected Local Delegates shall be submitted to him and to the appropriate department heads where they are employed. The place of the meeting shall be in

municipal buildings except that said meeting may be held at other places with consent of the City Manager.

(b) It is further provided that such meeting shall be concluded prior to February first of each year at which time such representational units shall submit their wage and other benefit requests for bargaining prior to inclusive in the next subsequent fiscal budget. The Employer shall submit their bargaining requests and respond to those of the Union by March first of each year in which bargaining takes place.

(c) Employees who are certified by representational units within the meaning of Section 11 of Act No. 336 of the Public Acts of 1947, as amended, shall be granted leave with pay to attend no more than two (2) meetings in any calendar year as hereinafter provided, and no more than two (2) delegates shall be certified to the City Manager as to time, date, place and purpose of such meetings, such notice to be submitted at least ten (10) days prior to the date of such meeting. Paid leave granted to such delegates shall not exceed one (1) work week. Not later than ten (10) days following such meetings, a certificate of attendance at such meetings shall be submitted by the Secretary and Treasurer of the bargaining unit to the appropriate department head. Provided, however, that in the years in which the International Bi-Annual Convention is held, no paid leave shall be authorized for attendance at meetings as herein provided except on the following basis, delegates from such representational unit may attend such Bi-Annual Convention: The Local shall be entitled to delegates



on the basis of membership to Bi-Annual Conventions 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 additional delegate for each 1,000 additional members or fraction thereof.

(d) Employees who are elected or appointed as full time paid union representatives serving the union membership of the City of Flint shall be granted a leave of absence for such purpose without loss of seniority, which shall be approved on an annual basis with application for continuance of said leave to be made by written notice through the employer thirty (30) days prior to the end of the leave period and with written notice of the termination of said leave to be made to the employer thirty (30) days in advance of the date of termination.

(e) In the case of an employee who is granted a leave of absence as noted in Paragraph (d) above such representative shall be entitled to contribute to his respective pension system based on the same rate of pay as when placed on leave status, the city's contribution to be paid by the union on like basis. Seniority shall accrue for the purpose of credited benefits at such time as he shall return to the employment of the city, as though he had continued employment had he worked this period. Such right shall not exceed six (6) years unless extended by mutual agreement with the City Manager.

**SECTION 6 – CIVIL SERVICE  
CLASSIFICATION PLAN**

For the purpose of this agreement, the classifications and groupings of classifications into respective levels as set up and adopted by the Civil Service Commission from time to time, all in accordance with the provisions of Section 236 and Section 264 of the Charter of the City of Flint, shall control in the matter of applying and interpreting this agreement, except as herein otherwise expressly provided.

**SECTION 7 – COMPENSATION SCHEDULES**

The salaries and wages to be paid by the City of Flint under this contract shall be in accordance with the Compensation Schedules on file in the office of the Civil Service Commission.

**SECTION 8 – STEP ADVANCEMENTS**

Credit towards step advancements in the Compensation Plan shall accrue only for continuous service. Continuous service shall mean employment uninterrupted by resignation or discharge, provided that employees shall not receive credit for step advancements for absences without pay for longer than two (2) calendar weeks, excepting that approved educational leave time shall receive such credit.

**SECTION 9 – PART TIME SCHEDULE**

A part time employee who transfers to full time will be placed in that step of the pay range to which

his accumulated hours of work shall entitle him and shall receive full credit for all hours worked in determining future rate increases while a full time employee.

#### **SECTION 10 – TEMPORARY OR PROVISIONALLY APPOINTED EMPLOYEE**

At such time as a temporary or provisionally appointed employee is certified and appointed to fill a seasonal or permanent position without an interruption of service (as defined elsewhere in this agreement), with the exception of Holidays, he shall receive credit for time worked as a temporary or provisional employee towards pay step advancements and fringe benefits based upon length of continuous service.

#### **SECTION 11 – CONVERSION TO HOURLY RATE**

To convert the annual salary of an employee to an hourly rate, divide the annual salary by 2,080.

#### **SECTION 12 – PAY DAYS**

The pay days are alternating Fridays. 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.

Employees not scheduled to work on pay day will be paid one (1) day earlier, but not later than three (3) hours after the start of their regular shifts.

When a recognized legal holiday falls on a regular pay day, the pay day will be one (1) day earlier. The pay period covers the two (2) weeks

prior to the Monday preceding the pay day.

Employees working on their regular shifts with a starting time not less than three (3) hours before pay day shall be paid one (1) day earlier, but not later than three (3) hours after the start of their regular shifts.

Employees are expressly prohibited from cashing pay checks or conducting personal business on City time. Violations of this rule may result in disciplinary action against the individual employee.

In Divisions where several violations are committed, a modification of this rule to provide for distribution of pay checks at the end of the shift may be directed.

### **SECTION 13 – COMPENSATION FOR TIME NOT WORKED**

No employee shall receive compensation for time not expended in City employment except for certain holidays and for vacation, sick or emergency leaves as may be provided herein and earned 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.

Deductions from the earnings of employees shall be made on the basis of the hourly rate for time lost.

### **SECTION 14 – NORMAL WORK WEEK**

(a) The regular work schedule shall consist of five (5) eight (8) hour days or forty (40) hours a week with a maximum of eight (8) consecutive

hours (exclusive of meal periods) in any twenty-four (24) hour period, Monday through Friday, inclusive, except for employees in continuous operations. Provided, however, employees in the Recreation, Park and Golf Divisions of the Recreation and Park Board may be scheduled to work Saturday or Sunday as a part of their normal work week. Any exceptions to this section shall be negotiated.

(b) Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for twenty-four (24) hours a day, seven (7) days a week.

(c) Normal Work Shift: Eight (8) consecutive hours of work (exclusive of meal periods) shall constitute a normal work shift. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.

(d) Meal Periods: All Employees shall be granted a lunch period during each work shift. Whenever practical, the lunch period shall be scheduled at the middle of each shift.

## **SECTION 15 – DUAL CLASSIFICATIONS COMPENSATION**

After the effective date of this agreement, employees who are employed in dual classifications, shall be paid at the rate which will reflect the hours worked by the employee in each classification. For the purpose of the above, a dual classification position is a combination of two positions of different classifications, requiring the services of one employee, who has been certified as qualified and

who may be required to perform in both classifications. Payment shall be made on an hourly basis for time worked in classification to the nearest one-half hour.

#### **SECTION 16 – OVERTIME**

Employees who work in excess of eight (8) hours in any one 24 hour period or anytime in excess of 80 hours during a pay period, shall be paid overtime premium pay at the rate of one and one-half times their basic rate of compensation for such excess provided, however, in cases where it is mutually agreed, compensatory time off may be provided in lieu of premium pay.

All work over the normal work week must be approved in writing by the department head before being allowed.

#### **SECTION 17 – NIGHT BONUS**

City employees employed on any regular shift and who work a majority of hours between 4:00 p.m. on the day and 8:00 a.m. of the following day, shall be entitled to additional remuneration over that set forth in the Compensation Plan at the rate of 6.5 per cent per hour for time worked during such shifts.

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

#### **SECTION 18 – STANDBY**

An employee may remain on call at his home or other reasonably accessible location for a one (1) week period, beginning at the end of his work

shift each Monday, this duty to be rotated among the qualified employees of said department. For compensation, the employee on such duty shall receive, at his regular rate of pay nine (9) hours extra pay for each week of such duty. Employees on call on a holiday shall get the holiday pay, premium pay for all hours worked, and provided call in time amounts to four (4) or more hours on a holiday, an additional day off. Additional benefits do not accrue for standby.

### **SECTION 19 – EMERGENCY CALL-IN**

Whenever any employee is brought back to work on emergency call-in, he shall be paid for a minimum of two hours at overtime rates.

This minimum two hour guarantee specifically excludes those employees being paid stand-by pay. These employees will be paid solely on the basis of time actually worked.

### **SECTION 20 – HOLIDAYS**

The following are the holidays for employees: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day before Christmas, Christmas Day, and the day before New Years. Those employees who separate from the service prior to the accumulation of 1,040 hours of service credit, and who have received holiday pay or compensatory time off in lieu thereof shall have deducted from their separation pay an amount equal to that previously received as holiday pay or compensatory time off in lieu thereof.

Employees who are on unauthorized leave the

last scheduled day preceding the holiday, or first scheduled day following a holiday shall forfeit all pay for that holiday.

An employee scheduled to work on a holiday and who fails to report for work, and whose absence is not authorized, shall forfeit all pay for that holiday.

In the event that a regular scheduled holiday occurs on a Saturday, this holiday will be observed on the preceding Friday. In the event a regular scheduled holiday occurs on a Sunday, this holiday will be observed on the succeeding Monday. If consecutive holidays occur on Sunday and Monday, they shall be observed on Monday and Tuesday. If consecutive holidays occur on Friday and Saturday, they shall be observed on Thursday and Friday.

#### **SECTION 21 – HOLIDAY OVERTIME RATES**

Employees who do not work in continuous operations shall receive premium rates if they work either the regular or observed holiday but shall not be allowed to pyramid holiday pay for working both days. Employees engaged in continuous operations working either the regular or observed holiday shall receive premium pay but will not be allowed to pyramid holiday pay for working both days. Holiday pay or compensatory days off may be earned only one time for each holiday. Employees who do not work at all on any of said holidays shall receive their normal pay for the number of hours they would normally have worked on the particular day involved. In the event an employee works on a holiday, he shall be paid at the premium rate of time and one-half for all hours worked on



the holiday and be credited eight (8) hours straight time holiday pay. Employees will not be allowed to pyramid holiday or premium pay for working both days. In the event an employee works twelve (12) or more hours on a holiday, he shall receive in addition to the eight (8) hours straight time holiday pay, one (1) hour straight time holiday pay credit for each hour worked in excess of eight (8) hours, such holiday pay to be taken as compensatory time off. By mutual agreement between division head and the employee, the employee may be paid at straight time holiday pay in lieu of compensatory time off for each hour of holiday pay credit. Compensating time off may be taken at times designated by the division head.

#### **SECTION 22 – PERSONAL LEAVE DAYS**

All regular employees covered by this agreement, except seasonals, having at least 1,040 hours of service credit, shall be allowed two (2) personal leave days for fiscal 1972-73 and three (3) personal leave days for fiscal 1973-74 and fiscal 1974-75 respectively. Seasonal employees who accumulate 1,040 hours of consecutive service credit during a calendar year shall be allowed one-half personal leave credit. Personal leave days are to be taken at times requested by the employee and concurred in by his division head.

Employees who have taken their birthday off before the execution of this agreement shall be entitled to only one (1) personal leave day in fiscal 1972-73. Any employee separating from the service before January 1 of any year who has taken two (2) or more personal leave days during that

fiscal year, shall have deducted from his separation pay an amount equal to one-half of the days taken.

Personal leave days shall be taken during the fiscal year allowed, unless there is just cause to carry such leave days into the next fiscal year.

Upon termination of employment, payment for unused personal leave days shall be made in accordance with provisions of this section.

### **SECTION 23 – COURT TIME**

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

### **SECTION 24 – JURY DUTY**

(a) Time spent by an employee on jury duty before any federal or state court shall be considered as time worked. The employee, when possible, shall give reasonable notice of such calling to his immediate supervisor.

(b) An employee complying with the above conditions, 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 jury duty upon completing such duty, prior to the end of the work day, shall promptly report back to his supervisor and/or

return to his regular position for completion of the work day. Reasonable time will be afforded for changes of attire where applicable.

### SECTION 25 – EMERGENCY LEAVE

(a) Leave may be granted without loss of pay for emergency purposes. Emergency purposes shall include critical illness or death in the immediate family, and such other situations considered meritorious by the department head, who shall certify concerning allowance of disallowance of the emergency leave sought. At the discretion of the department head, an employee may be granted a maximum of three (3) days leave with pay, plus reasonable travel time, due to death in the immediate family. Immediate family shall be defined to include: Parents, parents-in-law, spouse, children, brothers, sisters, brothers-in-law, sisters-in-law, grandparents, grandchildren and stepchildren or other relatives living in the employee's home. Employees may also be granted leave with pay up to one-half day for the purpose of attending funerals of other close relatives. Emergency leaves shall be supplementary to and not in restriction of sick or vacation leaves as herein provided.

(b) Whenever an employee is injured in the course of his employment, time lost as a result of such injury shall not be deducted from the employees sick and vacation leave.

(c) Whenever an employee who is a member of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, Air Corp 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 be paid, during the time of such service, the difference between his regular wage or salary and the allowance of the State of Michigan, or other governmental authority, for such service, provided that in the case of active service the total period of payment shall not exceed three (3) calendar weeks in any single calendar year and in case of compulsory reserve training, the period of payment shall be determined by the appropriate department head. Before such payment shall be made, the employee shall furnish the Director of Finance, with a letter from the commanding officer showing the period of active duty and the allowance made the employee by the State of Michigan or other Governmental authority for such service.

#### **SECTION 26 – DUAL CLASSIFICATIONS – LEAVES**

After the effective date of this agreement, employees who are employed in dual classifications, when taking annual leave or sick leave, shall be paid at the rate which will reflect the proportionate hours worked by the employee in each classification. For the purpose of the above, a dual classification position is a combination of two positions of different classifications, requiring the services of one employee, who has been certified as qualified and who may be required to perform in both classifications. Payment shall be made on an hourly basis for time worked in classification to the nearest one-half hour.

## SECTION 27 – VACATION LEAVES

Vacation leave shall be computed and accrue on the basis of the calendar year and for consecutive service. Consecutive service for purposes of administration of this provision shall mean employment uninterrupted by resignation or discharge, provided that employees shall not receive credit for purpose of determination of eligibility for vacation leave for absences without pay of two calendar weeks or longer. A calendar year vacation shall accrue on the following basis:

Years of Service	Days Accrued	Per Hours Worked	Max. No of Days Per Calendar Yr.	Maximum Accum. Days
less than 5	.92	173	11	22
5 thru 9	1.34	173	16	32
10	1.42	173	17	34
11	1.50	173	18	36
12	1.59	173	19	38
13	1.67	173	20	40
14	1.75	173	21	42
15	1.84	173	22	44

On January 1st of the year following completion of the fifth, tenth, eleventh, twelfth, thirteenth, fourteenth, and fifteenth year of consecutive service, vacation leave shall be credited as having accrued on the above basis for the entire preceding calendar year.

Certain holidays mentioned in Section 20 hereof, and personal leave days mentioned in Section 22 hereof falling within a period of annual vacation leave shall not be included as part of such leave. Annual leave may be cumulative but not to exceed the maximums set out above and any excess shall be forfeited. Provided, however, that any excess as provided herein shall not be forfeited in the event that the employee suffers an injury or illness arising out of or in the course of employment within the meaning of the Workmen's Compensation Act of the State of Michigan during the last four (4) months of the calendar year, and because of said absence is unable to use cumulated annual leave.

Vacation schedules for employees of all departments shall be developed by the department head. It shall be the policy of each department head to schedule vacations on a seniority basis over as wide a period as possible in order to eliminate the necessity of extra help. Within the discretion of the department head, any employee may be required to take during the calendar year, vacation leave equivalent to one-half of the vacation leave earned in the preceding calendar year, and also within the discretion of the department head, the employee may be required to work all or part of the time that the employee would normally have been on vacation, and in lieu of vacation leave

shall be paid the vacation pay provided in this section, which vacation pay shall be in addition to the compensation received for the time actually worked during said period, In computing compensation for the time actually worked in this period, any holidays worked shall be compensated for at overtime rates only.

No vacation shall be taken or allowance made or paid until an employee shall have worked one full year, but thereafter such first year employment shall be considered for purpose of accrual of vacation leave as having been accumulated beginning with the first day of employment, provided, however, that in the case of employees who go into the armed forces of the United States, such employees shall receive allowance for vacation leave computed under the terms hereof from date of employment without regard to whether said employees have worked less or more than one year.

No vacation leave shall be used during the calendar year in which said leave is being accrued, except for deductions made for lost time in excess of accrued sick leave as hereinafter set forth.

Upon termination of employment, an employee shall be compensated for his accrued vacation leave at the rate of pay received by said employee at the time the employment is terminated.

## SECTION 28 - SICK LEAVE

(a) Sick leave benefits shall be available as follows at the established rate of pay for the classification occupied at the time the sick leave is used.

(b) 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, shall earn and be credited with sick leave on the basis of the number of hours worked.

(c) All regular employees as herein defined, shall accrue one (1) day of "sick leave" for each 173 hours of credited service, but not to exceed twelve (12) days per calendar year. No sick leave shall accrue while an employee is on sick leave for a continuous period of four weeks or more.

(d) Charges against sick leave and pay allowance 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 normally he would have been required to work.

(e) Sick leave shall accrue on an unlimited basis.

(f) Employees shall work for the City at least 1,040 hours before taking advantage of sick leave. After this term of employment has expired, accrual and accumulation shall be computed beginning as of the date of employment.

(g) Application for sick leave shall be made to, and approved by, the appropriate department head or his authorized representative. Where an employee is absent from duty for a period of three or more consecutive days, a certificate from a licensed physician, noting 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, and, in addition thereto, the employee may be required by the department



head to be examined, on City time, by the City Physician to determine whether the employee has recovered sufficiently from the condition causing the absence to return to work. Where practicable, 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 hour after his starting time. Proof of illness or disability may be required at any time by the Department Head of an employee who has taken sick leave on six or more occasions within the preceding year.

(h) Any employee who has taken all available sick leave may elect to have additional lost time charged against and deducted from earned vacation leave rather than receive a payroll deduction for such additional time lost.

(i) Any employee who retires from the City of Flint under provision of the Retirement Ordinance shall be compensated in cash for any accumulated unused sick leave days up to 60 days of such accumulated leave plus one-half day for each day of unused sick leave in excess of 120 days.

In the event of death attributable to disease, accident, or city employment, excluding suicide, and the employee has a living beneficiary, accumulated sick leave time will be paid on the same formula basis as retirees. Said payment shall be made to the spouse, children, father, mother, sister or brothers of the deceased employee with preference being given to those persons in the order named unless the employee, by a sworn statement

which has been 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.

(j) Permanent employees who use all available sick leave will be kept on leave without pay status for six (6) additional months, at which time they will be placed on the top of the eligibility list for their respective classifications for an additional eighteen (18) months. An employee may apply for openings in related classifications as they become available. In the event the employee has elected to withdraw his share of retirement contributions, he shall be permitted to acquire prior benefits earned upon his re-employment in accordance with the provisions of Ordinance No. 1860, as amended.

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

## **SECTION 29 – WORKMEN'S COMPENSATION**

(a) An employee who shall be injured or taken ill in the line of duty and who thereby is entitled to payment of Workmen's Compensation, shall receive during the period of his disablement, Workmen's Compensation and an additional amount to total the equivalent to 80% of his regular salary. An employee shall be entitled to such supplemental pay for a maximum of fifty-two weeks during the duration of any 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.

In cases where medical certification indicates an extension of the 52 week convalescent period would result in the employee's return to work, an extension of these benefits may be granted by the City Manager or appropriate City official.

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

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

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

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

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

(g) Employees who have been off duty on Workmen's Compensation for 90 days will be certified to the Health Department and the Civil Service Commission and will have Workmen's Compensation Department Form No. 110 completed.

(h) The Civil Service Commission will advise each of these employees to make an appointment for an examination as to fitness for duty with the Health Department Clinic. The City Physician will evaluate the employee and those who need an examination will be examined for possible change in status.

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

(j) Upon completion of the evaluation, either by the City Physician, by consultants, and/or by the physician and/or mental rehabilitation services

as indicated by the City Physician, the Health Department Clinic will inform the Civil Service and Finance Offices of the proposal for action concerning the employee physical and rehabilitation status. This should include his availability and capability of performing other duties not necessarily in the assigned department and in line with class specifications, but his capability of performing any duty with the City. If he is found able to perform some duty for the City then he will be referred to the Civil Service Commission for possible placement in a position within his physical capabilities.

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

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

(m) All Health and Life Insurance benefits shall be paid by the City while an employee is on Workmen's Compensation.

(n) It shall be the supervisor's responsibility to process the proper papers regarding Workmen's Compensation.

### **SECTION 30 – PREGNANCY LEAVE POLICY**

(1) An employee who becomes pregnant shall be entitled to a maternity leave without pay. Such

leave may commence at any time after her physician has confirmed pregnancy. Upon confirmation of pregnancy the employee shall give notice to her supervisor not later than the end of the seventh month of pregnancy. Permission to continue working beyond the seventh month of gestation shall be granted upon request of the employee and with written recommendation of the employee's attending physician.

(2) An employee on such leave status may, with written approval of her physician, return to work after termination of pregnancy. A maternity leave shall end three months following termination of pregnancy. Return to work during this three months shall be defined as return to the position from which maternity leave was taken. After expiration of maternity leave an employee may apply for an additional nine (9) months leave without pay. Such leave request shall be granted providing it is recommended in writing by the attending physician. Employees applying for reinstatement to the service prior to the expiration of said leave shall be placed at the top of the list to fill the first open position they are qualified to fill, and shall remain on this list for a period of one year following expiration of said leave.

(3) Employees returning to work following a pregnancy leave must make application to the Civil Service Commission, so that arrangements for a re-employment physical examination can be made.

(4) Vacations, Holidays, and Sick Leave and other fringe benefits shall not accumulate during such leave. However, a maternity leave will not be considered an interruption of continuous service

for the purpose of eligibility for benefits after return to work and the employee shall retain any benefit accrued up to the date of the maternity leave.

(5) A maternity leave shall not be considered as sick leave under the sick leave policy.

(6) An employee who adopts a child shall be eligible for pregnancy leave if required by law or the adoption agency.

### **SECTION 31 – VETERANS RIGHTS AND BENEFITS**

(a) Re-employment, Annual Leave, Sick Leave. 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 90 days after such separation or from hospitalization continuing after separation for a period of not more than one year, shall upon re-instatement, and after completing the required probationary period when applicable, be given credit for annual and sick leave accumulation for the time spent in the Armed Service as though the time spent in the Armed Service 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) 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 employee. 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.

### **SECTION 32 -- 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, 1972. At the end of the annual distribution period the City shall pay to the employees in the same classification, on a proportionate basis, an amount of money representing the number of hours beyond twenty-four, on a straight time basis, that the highest single employee is ahead of the lowest single employee of said classification in overtime, unless the cause of such variance was beyond the control of the City. Employees who are called for overtime but are not reached, shall be charged with overtime as if worked only for the purpose of determining the amount to be paid by the City as provided above. A record of such charged time shall be listed separately and posted monthly along with the record of overtime hours worked by each employee. The balancing of overtime distribution for engineering technicians and engineers assigned to specific projects and other specific classifications may be waived by mutual agreement between the Union President or his designate and the department involved.

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

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

In the construction and maintenance division of the Department of Public Works each of the three sections shall be considered a division for the purpose of this section only.

### **SECTION 33 – GRIEVANCE AND ARBITRATION PROCEDURE**

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this agreement, shall be settled in the following manner:

Step I. The union steward, with or without the aggrieved employee, shall take up the grievance or dispute with the employee's immediate division supervisor within thirty (30) calendar days of its occurrence; the supervisor shall then attempt to adjust the matter and shall respond to the steward within two (2) working days.

Step II. If the grievance has not been settled, it shall be presented in writing, countersigned by the Local President or his designate, by the union steward or the union grievance committee to the department head within five (5) working days after the supervisor's response is due. The department head shall respond to the Union in writing within five (5) working days or shall immediately refer the grievance to the Civil Service Director if the subject of the grievance is under the jurisdiction of the Civil Service Commission and concurrently notify the union steward of his referral. The department head or the Union may request a meeting to resolve the grievance. If requested, the meeting shall be held within the limits of the response due date. Any grievance not answered within the time period stipulated may be automatically appealed.

Step III. If the grievance still remains unadjusted, it shall be presented by the Union to the City Manager in writing within seven (7) working days after the response of the department head is due. The City Manager shall respond in writing to the Union within seven (7) working days. Any grievance not answered within the time period stipulated may be automatically appealed. This step shall apply only to departments under the jurisdiction of the City Manager.

Step IV. If the grievance is still unsettled, either party may, within ten (10) working days after the reply of the last applicable grievance step is due, by written notice to the other party, request the grievance be submitted to an advisory board, the composition to be as follows:

A. Composition. The advisory board shall be composed of three members. One member shall be selected by the City Manager or other proper

authority, from a list of five or more names of City employees submitted by the grievance committee. One member shall be selected by the Union from a list of five or more names of City employees submitted by the City Manager or other proper authority. The third member of the advisory board shall be selected by the mutual consent of the first two members. The third member need not be a City employee. No party to a grievance shall be a member of the advisory board considering that grievance.

B. Functions of the Advisory Board. The advisory board shall give thorough and careful deliberation to all information bearing on the grievance. It shall be the board's primary responsibility to recommend alternative solutions to the problem or problems causing the grievance which are most nearly acceptable to both the City Manager or proper authority, and to the Union. All recommendations of the advisory board shall be presented in writing to the City and the Union. Said recommendations shall be binding on both parties unless appealed to the Grievance Umpire within ten (10) working days.

C. Time Constraints. The Board shall meet not less than five (5) working days after the selection of the third member. If there is no accord upon the disposition of the appealed grievance within ten (10) working days after the board's first meeting, or within fifteen (15) working days from the date of the request for the submission of the grievance to the advisory board, the matter may be submitted by either party to the Grievance Umpire.

Step V. The Grievance Umpire shall be selected by mutual agreement between the City and

the Union and will serve for the duration of this Agreement.

After submission to the Umpire, a hearing shall be held as soon as practicable and the Umpire shall issue an Opinion and Award. His decision shall be final and binding on the parties.

The Umpire's fee, his travel expenses, the filing fee and the cost of any room or facilities shall be borne equally by the parties, but the fees and wages of representatives, counsel, witnesses or other persons attending the hearing shall be borne by the party incurring them.

The Umpire shall have no power to alter, add to, or subtract from the terms of this Agreement and shall render his decision in writing and shall set forth his findings and conclusions on only the issues submitted. In the event either party desires more than the basic finding of the Umpire, such as a transcript or detailed report, the cost shall be borne by the party making the request.

### **SECTION 34—UNION REPRESENTATIVES**

Employees selected by the Union to act as Union representatives shall be known as "Stewards". The names of employees selected as Stewards, and the names of other union representatives who may represent employees shall be certified in writing to the employer by the local Union, and the individuals so certified shall be authorized to process grievances.

The Union agrees not to exceed one Steward for each shift in any recognized division or subdivision having less than 25 employees. One additional Steward may be selected for each 25

additional employees or fraction thereof. The Union reserves the right to appoint a maximum of of three Chief Stewards.

### **SECTION 35 – PROCESSING GRIEVANCES DURING WORKING HOURS**

A grievance committee member may investigate and process grievances during working hours without loss of pay.

### **SECTION 36 – 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, 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.

### **SECTION 37 – UNION BULLETIN BOARDS**

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

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

### **SECTION 38 – UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES**

The employer agrees that during working hours, on the employer's premises, and without loss of pay, union representatives shall be allowed to:

Collect union dues, initiation fees, and assessments (if these funds are not collected through payroll deductions); post union notices; attend negotiating meetings; and consult with the employer or his representative.

### **SECTION 39 – VISITS BY UNION REPRESENTATIVES**

The employer agrees that accredited representatives of the American Federation of State, County, and Municipal Employees whether local union representatives, district council representatives, or international representatives 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. Such representatives shall give advance notice of their desired meeting to the immediate superior, who will arrange a time and place for the meeting without undue delay.

## **SECTION 40 – 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 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.

## **SECTION 41 – UNIFORMS AND PROTECTIVE CLOTHING AND DEVICES**

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

(b) Safety Eyeglasses.

1. The City will purchase for any employee it requires to wear safety glasses, without cost to him, one pair of safety glasses at time of original employment, or at such time after employment as it becomes necessary for him to wear glasses on his job. It also will provide additional safety glasses as required by prescription changes, but not oftener than once in a two year period, without cost to the employee.

2. 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 Claims Board either for or against payment by the City.

3. Employee claims for damage to glasses other than Safety glasses while on duty will not be honored.

4. It will be the practice not to use prescriptions for the purchase of glasses more than one year after their date of writing.

5. The employee will be responsible for all charges for his own eye examinations. All replacement costs over and above those agreed to by the City. Herein will be paid by the employee.

6. Employee requests for safety glasses, if not recommended for payment by the City, will be processed in the usual manner providing the employee makes a monetary deposit sufficient to cover the cost. Any unused deposit will be refunded to the employee with the glasses.

7. All requests for safety glasses must be made on the approved form and the instructions thereon followed.

## SECTION 42 – CIVIL SERVICE EXAMINATIONS

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

An examination shall include the written, oral and interview portions of a single examination procedure, but not to exceed two days for one exam. Examinations administered during non-scheduled work hours of an employee shall be taken at the option of the employee, without debit or credit to his working hours.

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

### **SECTION 43 – REQUEST FOR LEAVE**

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

Department heads must make some recommendation concerning the request for leave of absence of employees in their department in the space provided in the form "Request for Leave of Absence."

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

Any absence of an employee from duty that is not authorized by a specific grant of leave of absence shall be deemed to be an absence without leave. An employee who is absent three consecutive days without an authorized leave shall be deemed to have resigned and his name shall be removed from the payroll record.

## **SECTION 44 – EDUCATIONAL LEAVE**

Educational leaves of absence up to a duration of one year may be granted if properly approved provided the education to be pursued is in a field consistent with the work assignment of the employee and provided that the employee indicates an intention to return to duty with the employer.

## **SECTION 45 – REST PERIODS**

All employees shall have two (2) rest periods of fifteen (15) minutes per eight (8) hour day to be scheduled by the immediate supervisor. Said periods shall not be cumulative.

## **SECTION 46 – AUTHORIZED PAYROLL DEDUCTIONS**

Employees may authorize the following deductions in their pay checks: Blue Cross, Withholding tax, Retirement Fund, Savings Bonds, Contributions to the United Fund, payment of Union Dues, Laundry, Credit Union, Hospital Accounts and other deductions as applicable.

## **SECTION 47 – 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 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 contract and all working conditions, practices and policies existing at the time of execution of this contract or during the term of this contract. (This shall not constitute a waiver by the Union of its right to grieve on any of the above actions if in a particular case such is improperly undertaken or adversely effects the rights of any employees.)

#### **SECTION 48 – APPRENTICESHIP STANDARDS**

The apprenticeship Standards although an integral section of this contract, because of its length, it is not reproduced here. It is available from your Union Officer or Department Head upon request.

#### **SECTION 49 – PAY LEVEL RECLASSIFICATION AND REALLOCATION**

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

event said reclassification or reallocation results in an increase in compensation, said increase in compensation may be paid immediately or at the outset of the next fiscal year provided, that at that time the employee affected hereby shall be compensated retroactively for the difference in compensation between his previous level and that to which he has been reclassified or reallocated as of the date of said reclassification or reallocation. It shall be the duty of the Civil Service Commission to forthwith notify the Director of Finance of all such changes.

### SECTION 50 – 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 \$6,000 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 or her 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 up to six months.

## **SECTION 51 – HOSPITALIZATION- BLUE CROSS-BLUE SHIELD**

The Employer agrees to 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, full coverage at family ward rates, Blue Cross-Blue Shield MVF-1, with prescription rider, \$2.00, co-pay. Employees subsequently regularly scheduled to work less than thirty (30) hours per week shall not be eligible for this benefit. This coverage will be provided for employees, excluding those taking deferred retirement, retiring after July 1, 1972, until they attain the age of 65 years, at which time the employer will provide Blue Cross-65 supplementary until the employee's death. A retired employee shall lose his coverage at such time as he shall be covered by another plan.

## **SECTION 52 – EXEMPT EMPLOYEES**

The following list of classifications are the only classifications of General City Employees which are excluded from representation by the Union in addition to those classifications which are represented by the other recognized bargaining units of the City as agreed upon by the Employer and the Union.

Administrative Aide (Health Department)  
Administrative Legal Assistant  
Assistant Public Health Nursing Director  
Assistant Waste Collection Disposal Supervisor

Chief Deputy City Attorney  
Classification and Examination Supervisor  
Community Development Executive Director  
Deputy City Attorney  
Director of Aeronautics  
Equal Opportunity Director  
Fiscal Stenographic Assistant  
Health Director  
Human Relations Director  
Legal Research Assistant  
Legal Stenographer  
Personnel Director  
Personnel Technician  
Police Intern  
Police Intern (Non-Enforcement)  
Principal Clerk Stenographer (Police, Fire Civil  
Service, & Recreation and Park Board  
Public Works and Utilities Director  
Purchases and Supplies Director  
Recreation and Park Superintendent  
Research and Budget Officer  
School Crossing Guard  
Senior Legal Stenographer  
Senior Personnel Technician  
City Manager's Offices – All Personnel

## **SECTION 53 – REVIEW OF NEW CLASSIFICATIONS**

When the Civil Service Commission approves a new classification in the classified service, the Civil Service Director shall promptly notify the City Manager, and the chairman of the bargaining committee as to the Civil Service Commission action, the date of the action, and shall provide to each party a copy of the classification specification of the new classification. The City Manager, or his designate, and the chairman of the bargaining unit (or other proper designate of the union) shall meet and determine the eligibility for membership in the unit of the new classification within a period of four weeks following approval of the classification by the Civil Service Commission. The four week limitation may be extended by mutual agreement.

## **SECTION 54 – SENIORITY**

Seniority is hereby defined as length of continuous employment in the City service.

1. Continuous Employment. Continuous service shall mean employment by the City in a position in the classified service without interruption or break, except that the following shall not be considered as breaks in employment:

(a) Leaves of absence granted pursuant to Flint City Charter and/or local contract.

(b) Layoffs not exceeding two years in length, provided that the length of such layoff shall be deducted from the length of continuous employment in computing seniority.



(c) Suspensions or discharges subsequently withdrawn or modified, provided any final finding resulting in a suspension without pay, the length of that separation without pay shall be deducted from the length of continuous employment for computing seniority.

(d) Disability retirement followed by reinstatement, provided that the length of such disability shall be deducted from the length of continuous employment in computing seniority.

(e) Resignation subsequently withdrawn prior to its effective date.

## 2. Layoff - When Layoff May Be Made

(a) An employee may be laid off by an appointing authority 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 in which job classification layoffs must occur is the responsibility of the employer. An employee to be laid off due to lack of work or funds shall be given at least a ten (10) working day written notice of layoff.

3. Method. Layoffs and recalls will be based upon total time within the job classification as defined in Section 3a within the department, within the bargaining unit, or Local 1799 AFSCME. Layoff of employees shall be made in reverse order of their employment and recalls shall be made in order of their employment. No regular employee, however, shall be laid off while there are other than regular employees serving in positions within the layoff sequence defined in Section 3a.

(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 least seniority shall be laid off. Provided, however, that if the classification is in a class series of lower pay levels or is directly related to another classification or another class series of lower pay levels and there is in said classification or class series an employee having less time in the classification than the employee to be laid off has in the classification and the higher classification from which he is being laid off, then the lower classified employee shall be laid off but only after he has received similar time in classification comparison with other employees in the class series or directly related series. The determination as to whether or not there exists a direct relationship between classifications or class series shall be by joint agreement of the Union President and the Civil Service Director. Where said determination cannot be agree upon by the Union President and the Civil Service Director the issue shall be submitted to the Grievance Umpire whose 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) The order in which layoff shall be:

1. Temporary or emergency - (full or part time)

2. Provisional - (full or part time)
3. Seasonal - (full or part time)
4. Regular - (part time)
5. Regular - (full time)

(d) In the event, time within the classification, within the department are the same, total City seniority shall prevail.

(e) 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.

4. Names Placed on Eligible List. Names of employees who are laid off, or reduced shall be placed on the re-employment list for the appropriate job classification or related job classification for a period equal to the length of continuous service. Names of probationary employees who are laid off shall be returned to the eligible list from which certification was made.

5. Shift preference. 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) Selection of shift assignment shall be based upon time in job classification in the division. Shift preference shall be exercised only during the period January 1-15, and only after written notice from the employee of his desire to exercise shift preference shall have been provided to the appropriate supervisor at least 30 days in advance of January 1.

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

(c) Shift preference may also be exercised in the event of a permanent vacancy in the division without regard to subsection 5a.

(d) For the purpose of shift preference ties will be broken by seniority in the division in which the tie occurs, if still tied seniority in Department will prevail, if still tied total City seniority will prevail.

6. Loss of Seniority. Employees shall lose their seniority for the following reasons:

(a) Discharge, if not reversed.

(b) Resignation. An employee absent for three (3) consecutive normally scheduled work days without notification of valid reason to the City, and who has no legitimate reason for not notifying the City of his absence, may be considered as having resigned.

(c) Unexcused failure to return to work when recalled from layoff, as set forth in the recall procedure.

(d) Unexcused failure to return to work after expiration of a formal leave of absence.

(e) Retirement.

(f) Layoff for a continuous period which exceeds the length of continuous service.

## **SECTION 55 – UNEMPLOYMENT COMPENSATION**

The unemployment compensation benefits provided in Ordinance No. 1949, which ordinance is made a part of this contract and is attached hereto as Addendum No. 1, shall be increased for Employees of this Unit to 60% of the weekly compensation therein provided, or \$75.00 for any employee having no dependents in addition to himself or for

any employee having one dependent in addition to himself or \$85.00 for any employee having two or more dependents in addition to himself, whichever is the lesser, the percentage or the dollar amount.

### **SECTION 56 – RETIREMENT BENEFITS**

The City and Union agree that the Retirement Ordinance, No. 1860, as amended is hereby made a part of this contract by reference and further agree that effective July 1, 1972 said ordinance shall be amended by the City Council to increase the annual multiplier from 1.6% to 2% for the first twenty-five years of employment and 1% per year for all years in excess of twenty-five years.

### **SECTION 57 – TOOL ALLOWANCE**

The Employer will pay, on July 1 of each year, a tool allowance of \$35.00 to each employee in the following classes: Automotive and Equipment Mechanic, Automotive Body Repairman, and Blacksmith. Power and special tools will continue to be provided by the Employer as per policy in effect on July 1, 1972. Any employee separating from the service before January 1 of any year shall have deducted from his separation pay an amount equal to his tool allowance for one year.

### **SECTION 58 – SAFETY COMMITTEE**

A joint employer-union safety committee shall be established and shall be composed of two members representing the City and two members representing the Union. The Safety and Training Coordinator shall serve as chairman and secretary

of the committee. The Chairman shall not be a voting member.

The committee shall serve in an advisory capacity for the Safety and Training Coordinator and the City Manager for those matters affecting the membership of Local 1600. The committee shall meet, during working hours, whenever the circumstances warrant.

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

### SECTION 59 – JOB SECURITY

The right of contracting or subcontracting is vested in the City. The right to contract or subcontract shall not be used for the purpose or intention or eroding the Union nor to discriminate against any of its members. In cases of con-

tracting of subcontracting affecting employees covered by this agreement, the City will hold advance discussion with the Union prior to letting the contract. The Union representatives will be advised of the nature, scope and approximate days of work to be performed and the reasons (equipment, manpower, etc.) why the City is contemplating contracting out the work.

In order to determine the jobs and positions affected by such subcontract and to provide the protection of seniority employees, the City agrees that it will take every step available to insure that the employees so affected by contracting of work shall be offered employment in other departments of the City or with the contractor.

## SECTION 60 – 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.

## SECTIONS 61 – 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.

It shall be obligatory on the part of the City to re-open negotiations for the fiscal year 1973-74 upon proper notice from the Union in compliance with the provisions herein, for the purpose of negotiating improvements in any or all of the following matters: (1) wages; (2) life insurance; (3) Health and Accident insurance; (4) work incentive program; (5) blue cross coverage; (6) tool allowance; (7) car allowance, and (8) one wild card, to be submitted at a later date and further it shall be obligatory on the part of the City to re-open negotiations for the fiscal year 1974-75 upon proper notice from the Union in compliance with the provisions herein, for the purpose of negotiating any economic matters requested by the Union.

## SECTION 62 - TERMINATION

This agreement shall be effective on the 1st day of July, 1972, to the extent feasible and shall remain in full force and effect through the 30th day of June 1975, subject to the re-opening provisions of Section 61 hereof. By mutual agreement of the parties the contract may be re-opened at any time for renegotiation of any contractual term.



~~DEC 3 1974 MacDonald~~