

4833

Union Exhibit 1.

U-1  
6/30/70

**A G R E E M E N T**

Between

**CITY OF FLINT**

and

**THE FLINT FIRE FIGHTERS ASSOCIATION  
LOCAL 352, International Association  
of Fire Fighters (AFL - CIO)**

*Flint City*

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# A G R E E M E N T

Between

CITY OF FLINT

and

The FLINT FIRE FIGHTERS ASSOCIATION, Local 352, International Association of Fire Fighters (AFL-CIO)

The Agreement is entered into by the CITY OF FLINT, hereinafter referred to as the Employer, and the FLINT FIRE FIGHTERS ASSOCIATION, Local 352, International Association of Fire Fighters (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 uniformed members of the Flint Fire Department.

## 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. Each employee hired on or after the execution of this agreement, shall, as a condition of employment become a member of the union thirty days after his hiring date or the effective date of this agreement, whichever is later, 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.

## CHECKOFF

The Employer agrees to deduct the union membership assessments and, once a month, dues from the pay of those employees who individually request in writing that such deductions be made. 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 during the succeeding week after such deductions are made. This authorization shall be irrevocable during the term of this agreement.

## UNION BUSINESS

(a) A maximum of three representatives from each unit of its employees represented within the meaning of Section II of Act No. 336 of the Public Acts of 1947, as amended, shall be granted leave with pay, for purpose of meeting with other City employees for the formulation of request to be submitted in negotiations. Such meetings shall occur during the months of January and February and the amounts of time spent in such meetings 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 such preliminary meetings shall be in municipal buildings except that such meetings may be held at other places with the consent of the City Manager. In the event the City Manager determines that the number of meetings being held leads to excessive absences from work, he shall notify such local representatives, in writing, that no further meetings for which the employees are paid, shall be held.

(b) It is further provided that such preliminary meetings shall be concluded prior to March first of each year at which time such representational units shall submit their wage and other benefit requests for bargaining prior to their inclusion in the next subsequent fiscal budget.

(c) Employees who are certified by representational units within the meaning of Section II of Act No. 336 of the Public Acts of 1947, as amended, shall be granted leave with pay to attend no more than two meetings in any calendar year as hereinafter provided, and no more than two 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 days prior to the date of such meeting. Paid leave granted to such delegates shall not exceed one work week. Not later than ten days following such meetings, a certificate of attendance at such meetings shall be submitted by the Secretary and Treasurer of the bargaining units 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 in Section C except on the following basis delegates from such representational units may attend such Bi-Annual Conventions as follows: 100 or fewer, one delegate; more than 100, but not exceeding 200, two delegates; more than 200 but not exceeding 300, three delegates; more than 300 but not exceeding 400, four delegates; more than 400, one additional delegate for each 1,000 additional members or fraction thereof.

Provided further, that the AFL-CIO Fire Fighters Local 352 may have two delegates attend one other meeting held during the year said biennial conventions are in session on leave granted with pay.

## REGULAR EMPLOYEES

Regular employees shall mean every regular full time hourly rate of salaried worker, including seasonal employees as herein-after defined.

## SEASONAL EMPLOYEES

A seasonal employee is an individual who has been engaged in City employment a sufficient number of consecutive seasons at the same job to have accumulated 2,080 hours of recurring seasonal nature.

## SICK LEAVE

Sick leave is time lost from work because of illness for which no pay deduction is made under the conditions of this agreement.

## YEAR

Except as otherwise clearly indicated shall mean the fiscal year for the purposes of this agreement.

## CIVIL SERVICE CLASSIFICATION PLAN

Section 1. For the purpose of this agreement, the classification 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.

## COMPENSATION PLAN

Section 2. The salaries, wages and compensation to be paid by the City of Flint for various types of service under the Classification Plan set forth in Section 1, shall be in accordance with the following Compensation Plan, except as herein or hereafter otherwise expressly provided, said salaries, wages and Compensation to be paid from and after the 1st day of July, 1967.

The annual rates provided hereafter are to be paid in twenty-six equal payments during a period.

## COMPENSATION PAID

Section 3. The Compensation to be paid employees of the City of Flint, shall be as follows: The steps provided in the following table shall be the rate of pay at which employees allocated to the designated levels are paid for the length of time employed in the steps therein designated.

COST OF LIVING AND COMPENSATION (ORDINANCE INCORPORATED)

Section 4. The provisions for a cost of living adjustment and the salary set forth in ordinance 1981 as adopted by the City Commission as a result of negotiations with the recognized bargaining agent shall be incorporated in and become a part of this agreement.

PART-TIME EMPLOYEES

Section 5. All classified employees, employed on a part-time basis, shall be paid the percentage of their yearly rate as it relates to the number of hours worked.

COURT TIME

Section 6. 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.

STEP ADVANCEMENTS

Section 7. Credit towards step advancements in the Compensation Plan shall accrue only for continuous service. Continuous service as used in this Agreement shall mean employment uninterrupted by resignation or discharge, provided that employees shall not receive credit for step advancements for absences without pay of two calendar weeks or longer. Employees who are re-hired after resignation may be given all or part of such credit as their prior service indicates, within the discretion of the employing unit.

NORMAL WORK WEEK

Section 8. A normal work week, except as otherwise provided in this ordinance, is defined as being 40 hours in a calendar week, or as established by a statement in writing of the heads of department or offices, for employees under their jurisdiction. Copies of such statements shall be delivered to either the Director of Finance, the Director of Hurley Hospital, the Superintendent of Parks and Recreation and the Civil Service Commission. Provided, however, that normal work weeks established by such written statement shall not exceed a total of 80 hours in any pay period.

A normal work week for members of the Division of Fire engaged in fire fighting shall be an average of 56 hours per week as designated by Section 36-A of the City Charter.

Section 9. Employees who work in excess of their normal work week as determined in accordance with Section 8 hereof, shall be paid overtime premium pay at the rate of one and one-half times their basic rate of compensation for such excess.

## HOLIDAY OVERTIME RATES

Section 10. Except as otherwise provided, all hours worked on those holidays specified shall be considered overtime hours and shall be paid for at premium overtime rates for the classification in which an employee works. 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. The overtime pay referred to above for employees working on holidays is over and above the pay they would receive in event they did not work on said holiday or holidays. In all cases where benefits are received under this section, the hours worked on holidays shall not be considered for further overtime pay or night bonus work.

## NIGHT BONUS

Section 11. City employees employed on any regular shift and who work a majority of hours between 4 P.M. of the day and 7 A.M. of the following day, shall be entitled to additional remuneration and over that set forth in the Compensation Plan at the rate of 6.5 per cent for time worked during such shifts.

Both overtime and time and one-half for holiday rates, and bonus for night work, shall not be paid for the same hours worked. Premium payments are not to be duplicated.

Provided however, that no employee in Levels 23 through 40, shall receive any compensation for overtime or holiday work or bonus for night work, provided however, that Battalion Chiefs in the Fire Department regularly assigned to night duty shall be entitled to the bonus for night work as provided in Section 11 hereof.

## STANDBY

Section 12. Employees may be kept on call during periods when they are not otherwise employed by the City of Flint in the following instances and at the indicated rates of compensation.

(a) One Mechanic, one Electrician, one Deputy Fire Marshal and one Senior Building Maintainer of the Division of Fire may be on call at all times and for compensation shall receive at their regular pay rate, nine hours extra pay for each week of such duty. Standby pay shall not be considered for further benefits.

## PAY LEVEL RECLASSIFICATION AND REALLOCATION

Section 13. 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 or 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 to be determined solely by management. 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 not later than the date of the approval as to personnel of the first payroll covering the pay period during which the new pay rate first becomes effective.

## RETURNED VETERANS

Section 14. Returned Veterans of the Armed Services. 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. 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 increase retroactive to the date of the employee's reinstatement.

## PROBATIONARY EMPLOYEES - VETERANS

Section 15. City of Flint probationary employees who have been in the armed services of the United States, under military leave from the City of Flint, shall be required to complete their probationary period the same as though they had not been in the armed services, and shall be subject to the same rules and regulations as ordinary probationers. They shall, however, upon completion of their probationary period, 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. The rate paid such probationary employees during the probationary period shall be Step 1 or Step 2, whichever is applicable, if effect at the time of reinstatement.



## LIFE INSURANCE

Section 16. (a) Those employees of the Division of Fire and Police who were hired prior to May 15, 1947, and who became members of the City of Flint Employees Retirement System, and who are not now retired, shall not be entitled to life insurance coverage at City expenses except such insurance coverage as is provided by the Resolution of January 11, 1960, or as otherwise provided by subsequent action of the City Commission.

### (b) Charter Pension Employees

All members of the Division of Fire and Police who come under the provisions of Sections 202-211, both inclusive, of the Charter of the City of Flint and are members of the Charter Pension Plan, shall be entitled to life insurance coverage at City expense as previously established and shall receive as their maximum compensation, the compensation established in the Compensation Plan applicable to their respective levels, reduced by one and one-half per cent.

## VACATION LEAVES

Section 17. Vacation leaves shall be computed and accrue on the basis of the calendar year. For the purpose of this agreement, a calendar year vacation shall be considered to be eleven days and shall accrue on the basis of 1.166 day's leave for each 173 hours of credited service, the whole not to exceed 14 days per calendar year.

Those employees having five consecutive years of service shall accrue vacation leave on the basis of 1.625 day's leave for each 173 hours of credited service, the whole not to exceed 19½ days per calendar year.

Those employees having fifteen consecutive years of service shall accrue vacation leave on the basis of 2.04 day's leave for each 173 hours of credited service, the whole not to exceed 24½ days per calendar year.

Consecutive service for purposes of administration of this agreement shall mean employment uninterrupted by resignation or discharge, provided that employees shall not receive credit for purpose of determining eligibility for vacation leave, for absences without pay of two calendar weeks or longer.

Certain holidays, mentioned in Section 19 hereof, and special holidays mentioned in Section 20 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 twenty-eight days. Any excess shall be forfeited, except that those employees with five consecutive years service may accumulate thirty-nine days and those employees with fifteen consecutive years service may accumulate forty-nine days. Provided, however, that any excess as provided herein shall not be forfeited in the event that the employees 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 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 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.

Vacation leaves are not available to temporary, emergency, or contractual employees.

No vacation shall be taken or allowance made or paid until an employee shall have worked one full year, but thereafter such first year of 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.

### SICK LEAVE

Section 18. Sick leave benefits shall be available as follows at the authorized rate of pay provided in the prevailing salary ordinance for the position or job actually engaged in at the time the sick leave is used.

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

(b) All new employees of the Division of Fire shall, within thirty days following the date of employment, elect either the "fill-in" system or "sick leave". In the event of illness of a Fire Division employee who has elected the "fill-in" system, fellow workers who have elected the "fill-in" system may work in place of the ill employee without loss of pay to such sick individual. Such substitution shall not exceed in the aggregate one calendar year's employment in any ten consecutive calendar years. The privilege of substitution shall be limited to members of the "fill-in" system and shall at all times be a matter of grace and not of right and shall be subject to termination and reduction by the City Manager. The substituting employee shall not acquire any right to additional compensation or other benefits under this ordinance for such additional service.

By February of each year, members of the Fire Department "fill-in" system may submit to the head of the Department a signed statement in which they elect the "sick leave" system. Any person so electing shall be entitled to accrued sick leave of one day per month for each month employed by the City of Flint Fire Department prior to the date when he transfers to the "sick leave" system. Any person so electing shall not be entitled to sick leave benefits as provided herein until July 1st of the year in which the election is made.

(c) Charges against 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 normally he would have been required to work.

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

(e) Employees shall work for the City for at least 1040 hours before taking advantage of sick leave. After this term of employment

has expired, accrual and accumulations shall be computed beginning as of the date of employment.

(f) Application for sick leave shall be made to the appropriate department head and must be approved by the City Manager, or in the Departments of Finance and Law by the Directors of those departments, or in the office of the City Clerk by the City Clerk, or proper officials designated by them. Where an employee is absent from duty for a period of three or more consecutive days, a certificate from a licensed physician, noting cause or causes of such absence, or other proof of disability or illness, may be required and if required such proof shall be furnished before the leave request is granted. The employee shall notify his department promptly of any disability or illness. Proof of illness or disability may be required by the City Manager, Division Head or Department Head.

(g) 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.

(h) City employees who retire after being employed a sufficient number of years to qualify for retirement under the provisions of the Charter of the City of Flint or under Ordinance No. 1860, as amended and the various retirement and pension plans therein provided, shall be paid one day for each day of unused and accumulated sick leave for up to and including sixty days of such leave and one-half day for each day of unused and accumulated sick leave days in excess of 120 days at the rate at which said employee is being paid at the date of retirement; Provided further, that for the purpose of computing the daily wage of employees, Section 24 of this agreement shall apply.

#### HOLIDAYS

Section 19. Holidays. The following are the holidays for employees of the City of Flint: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. 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 in accordance with the Compensation Ordinance, 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 day preceding or the 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.

### SPECIAL HOLIDAYS

Section 20. (a) All regular employees as hereinbefore defined excepting those covered by subdivision (b) who would otherwise have been required to work on the following special holidays shall be entitled to a day off or that portion of a day off with pay at their normal rate of pay for the following holidays: Their Birthday, the half-day before Christmas Day and the half-day before New Years Day.

(b) Employees who are required to work on said above designated special holidays shall receive time off equal to the time worked in the particular day in question. Such additional time off shall be at straight time and shall be taken as approved by the department head.

(c) In the event said special holidays occur on days not scheduled for work for employees not covered in Sections (a) and (b), said employees shall be entitled to a compensatory day off or a portion of a day off, to be approved by the department head.

(d) Employees who are on unauthorized leave the day preceding or the day following a special holiday shall forfeit all pay for that special holiday.

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

(f) Provided, that those employees who separate from the service prior to the accumulation of 1,040 hours of service credit and who have received special holiday pay or compensatory time off equal to that previously received as special holiday pay or compensatory time off in lieu thereof.

### EMERGENCY LEAVE

Section 21. (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 or 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, Grandparents, Husband,

Wife, Children, Brothers, and Sisters, Brothers-in-law and Sisters-in-law, 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 within the discretion of the department head. 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 subject to provisions of subsection (e) of this Section.

(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 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.

#### JURY DUTY

Section 22. (a) Whenever an employee is called for jury duty before any court entitled to empanel a jury, he shall, when possible, give reasonable notice of such calling to his immediate superior. He shall thereafter, for days when required to report for such duty, be entitled to leave without pay, except as is provided hereafter.

An employee complying with the above conditions, and upon supplying to the Director of Finance of the City of Flint adequate proof that he has reported for such jury duty before a court entitled to impanel a jury, shall be paid by the City of Flint the difference between his regular wage or salary and his jury pay for each day he so reported.

(b) When an employee is called for jury duty and complied with the requirements of Section (a) hereof, for longevity purposes he shall receive credit as though he had worked for the City of Flint.

### TIME LOST

Section 23. No employee shall receive compensation for time not expended in City employment except for certain holidays and for vacation, sick or emergency leaves as provided herein and earned pursuant to this agreement and except as may be provided in the Compensation ordinance.

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

### BASIS OF HOURLY RATE

Section 24. To convert the annual salary of an employee to an hourly rate, the following schedule shall be used:

Divide the annual salary by 2, 080 in the case of 40-hour employees; divide the annual salary by 2, 912 in the case of 56-hour employees.

(a) 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.

### UNIFORMS

Section 25. The City of Flint shall furnish uniforms and necessary equipment to the firemen, said uniforms and equipment to remain the property of the City of Flint. Benefits received pursuant to retirement pension or disability plans provided in the Flint City Charter are also in addition to those included herein.

None of the benefits provided in this agreement shall be available to temporary, emergency or contractual employees.

### MILITARY SERVICE

Section 26. A City of Flint employee who has been in the armed services of the United States and who is released or discharged from such duties under honorable conditions, and makes application for re-employment within 90 days after he is released from military duties or from hospitalization continuing after discharge for a period of not more than one (1) year, shall upon reinstatement, and after completing the probationary period when applicable, be given credit for annual

leave accumulation for the time spent in the armed service as though the time spent in the armed service had been spent in the employ of the City of Flint.

#### SICK LEAVE - VETERANS

Section 27. City of Flint employees who have been in the armed services of the United States, under military leave from the City of Flint, shall, upon reinstatement to City employment, be given sick leave for the time spent in the armed services, the same as though the time spent in the armed services had been spent in the employ of the City of Flint, which sick leave shall be added to any sick leave they had prior to entering the armed services.

#### GROUP INSURANCE - DIVIDENDS

Section 28. In addition to the foregoing benefits, the City shall furnish \$4,500 double indemnity group insurance to all Fire Department regular employees.

If group insurance is purchased by the City of Flint pursuant to a resolution adopted by the Flint City Commission on the 11th day of January, 1960, any dividends accruing to the City of Flint therefrom (but only from this particular insurance so authorized) are to be funded in a trust for future employee benefits, or in the event the insurance selected employs a rating credit system, then, and in that event, the monetary amount of the rating credit shall be funded as above from the general fund of the City of Flint. The City Commission shall determine the nature and extent of the above referred to future employee benefits.

#### OVERTIME DISTRIBUTION

Section 29. Scheduled overtime work shall be distributed equally to employees working within the same job classification. The distribution of overtime shall be equalized over each six month period beginning on the first day of the calendar month following the effective date of this agreement, or on the first day of any calendar month this agreement becomes effective.

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. 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. This procedure shall be followed until the required employees have been selected for the overtime work.

A record of the overtime hours worked by each employee shall be kept by the Personnel Chief of the Fire Department.



CHARACTER OF EXAMINATIONS

Section 30. Provided for in the Flint City Charter,  
Section 240.

NOTICE OF EXAMINATION

Section 31. Provided for in the Flint City Charter,  
Section 241.

APPLICATIONS

Section 32. Provided for in the Flint City Charter,  
Section 242.

IDENTITY OF EXAMINEES CONCEALED

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Section 243.

SUSPENSION, DISCHARGE OR DEMOTION: HEARINGS

Section 34. Provided for in the Flint City Charter, Section  
244.

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Section 35. Provided for in the Flint City Charter, Section  
245.

CERTIFYING NAMES: APPOINTMENTS

Section 36. Provided for in the Flint City Charter. Section  
246.

PROMOTION AND ADVANCEMENT

Section 37. Provided for in the Flint City Charter, Section  
247.

NOTICES OF APPOINTMENTS, TRANSFERS, PROMOTIONS, ETC.

Section 38. Provided for in the Flint City Charter, Section  
248.

APPROVAL OF PAYROLLS

Section 39. Provided for in the Flint City Charter, Section  
249.

DISCRIMINATION

Section 40. Provided for in the Flint City Charter, Section 250.

OBSTRUCTION OF CIVIL SERVICE

Section 41. Provided for in the Flint City Charter, Section 251.

CORRUPTION OF CIVIL SERVICE

Section 42. Provided for in the Flint City Charter, Section 252.

POLITICAL SERVICE

Section 43. Provided for in the Flint City Charter, Section 253.

POLITICAL ASSESSMENTS

Section 44. Provided for in the Flint City Charter, Section 255.

ATTENDANCE OF WITNESSES: PRODUCTION OF BOOKS AND PAPERS

Section 45. Provided for in the Flint City Charter, Section 256.

PENALTIES

Section 46. Provided for in the Flint City Charter, Section 257.

CONVICTION AND DISQUALIFICATION FOR HOLDING OFFICE

Section 47. Provided for in the Flint City Charter, Section 258.

COMPENSATION

Section 48. Provided for in the Flint City Charter, Section 264.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 49. (1) Grievances are to handled during working hours: Whenever possible, grievances will be handled during the regular scheduled working hours of the parties involved.

(2) The forms described below will be used: There should

be three separate forms used in processing a grievance: The Grievance Initiation Form, the Grievance Disposition Form, and the Grievance Appeal Form. The employee will be given these forms at his request by either his immediate supervisor or his union representative who should be supplied with the blanks.

(a) The Grievance Initiation Form will be used by the employee to state his grievance in writing, as required in Step 2 of the procedure.

(b) The Grievance Disposition Form will be used by the immediate supervisor, the division head and any other person making a decision on the grievance, to state his decision in writing.

(c) The Grievance Appeal Form will be used to notify the person to whom the appeal is being made. Its first use in the procedure will be, therefore, at Step 3. For example, if the employee received an unsatisfactory reply, in writing, from his immediate supervisor, he would make out the Grievance Appeal Form and send it to his division or bureau head. The department official receiving the Appeal Form will notify the last person to hear the case, who will forward to him the department record of the grievance, along with all forms produced up to that point.

(3) Any step may be the last: Any grievance shall be considered settled at the completion of any step, if all parties are satisfied. In fact, it is expected that the great majority of complaints will be settled at the first or second step. However, nothing in the procedure should be construed as limiting the employee's right to exhaust the remedies provided by this procedure.

#### SPECIFIC STEPS OF THE PROCEDURE

##### Step 1.

(a) The employee and his representative will explain orally, the grievance to the employee's immediate supervisor. The grievance must be submitted within thirty (30) days after the time the act causing the grievance occurred.

(b) The supervisor will, either alone or in collaboration with his superiors, reach a decision and communicate it orally to the employee and his representative within two (2) working days of his being told of the situation causing the grievance. Every possible effort should be made to settle grievances at this level.

Step 2

(a) If the grievance is not settled at the first step, the employee's representative will write up the grievance on the Grievance Initiation Form and will present the form to the employee's immediate supervisor.

(b) The supervisor will, when possible, write up, within one (1) working day, his decision on the Grievance Disposition Form and give it to the employee's representative.

Step 3

(a) If the grievance is not settled at the second step, the employee's representative may send the Grievance Appeal Form to the Division Head.

(b) The employee's representative, if he so requests will be heard by the Division Head.

(c) The Division Head will, when possible, notify the representative of his decision on the Grievance Disposition Form within two (2) working days of the receipt of the Appeal Form.

Step 4

(a) If the grievance is not settled at the third step, the employee's representative may send the Grievance Appeal Form to the Department Head.

(b) The Department Head will, when possible, notify the representative within two (2) working days of his receipt of the Grievance Appeal Form, of his decision on the Grievance Disposition Form.

Step 5

(a) If the grievance is not settled at the fourth step, the employee's representative may send the Grievance Appeal Form to the City Manager or other proper authority of a department not under the jurisdiction of the City Manager.

(b) In matters in which the Civil Service Commission has final jurisdiction, the City Manager or other proper authority will submit the grievance to the Civil Service Director along with any recommendations he wishes to make.

(c) In other cases, the City Manager or other proper authority will submit the grievance to an Advisory Board, the composition and functions to be as follows:

## 1. Composition.

The Advisory Board shall be composed of four (4) members. Two (2) members shall be selected by the City Manager, or other proper authority, from a list of five (5) or more names of City employees submitted by the aggrieved employee. Two (2) members shall be selected by the aggrieved employee from a list of five (5) or more names submitted by the City Manager.

No party to a grievance shall be a member of the Advisory Board considering that grievance.

## 2. 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 aggrieved employee. All recommendations of the Advisory Board shall be presented, in writing, to the City Manager or other proper authority.

### Step 6.

(a) In such case that the Advisory Board shall not be able to arrive at a majority recommendation on a grievance, the City Manager shall request the State Department of Labor to furnish a mediator whose function it will be to study the case and make a final recommendation to the City Manager or other proper authority.

(b) The City Manager, the Civil Service Commission, or other proper authority shall notify, in writing, all appropriate parties, of his or its decision as soon as possible, and such decision shall be final.

## WORK RULES

Section 50. All existing and future work rules shall be subject to mutual agreement before becoming effective.

Establishing: The employer agrees to negotiate changes in existing work rules or the establishment of new work rules with the union.

Revising: Changes in existing work rules shall not become effective until they have been agreed upon by the employer and union.

In addition, when existing rules are changes or new rules are established, they shall be posted prominently on all bulletin boards for a period of 10 consecutive work days before

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.

#### UNIFORMS AND PROTECTIVE CLOTHING

Section 51. If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the employer; the cost of maintaining the uniform or protective clothing in proper working condition (including tailoring, dry cleaning, and laundering) shall be paid by the employer.

#### EMERGENCY CALL-IN

Section 52. Whenever any City employee is brought back to work on emergency call-in, he shall be retained on duty for a minimum of two hours at overtime rates.

If the emergency work is completed in less than two hours, it shall be the election of the employee to leave the job at the time the work is completed. Employees making this election, however, shall be paid only on the basis of time worked at overtime rates.

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

#### CIVIL SERVICE EXAMINATIONS

Section 53. 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 examinations per year without being charged for time lost.

An examination shall include both the written and oral portions of a single examination procedure, but not to exceed two 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 in lieu of annual leave, or on a make-up time basis, if approved by the department head.

ON THE JOB INJURY

Section 54. When an employee of the City of Flint suffers an injury or disease, the result of which entitles him to compensation as provided by the Workmen's Compensation Statute of the State of Michigan, the following procedure shall be followed:

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

(b) Employees injured or taken ill in the line of duty will be referred to the 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 (extension 331). 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 physical 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's physical and rehabilitation status. This should include his availability and capability of performing other duties not necessarily in the assigned department and in line with class specifications, but his capability of performing any duty with the City. If he is found able to perform some duty for the City then he will be referred to the 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.



## RETIREMENT

Section 56. (a) Members of the Division of Fire employed after May 15, 1947, shall be covered by Gabriel Retirement Plan as adopted by Ordinance 625, April 22, 1946 as amended to July 1, 1967.

## HOSPITALIZATION INSURANCE

Section 57. The City of Flint agrees to provide regular City employees and Park Board employees full Blue Cross-Blue Shield coverage at family ward rates.

## REQUEST FOR LEAVE

Section 58. 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 on the form "Request for Leave of Absence."

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

## EDUCATIONAL LEAVE

Section 59. 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.

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

## PAY DAYS

Section 60. The pay days are alternating Fridays. When a recognized legal holiday falls on a regular pay day, the pay day will be one day earlier. The pay period covers the two weeks prior to the Monday preceeding the pay day.

## AUTHORIZED PAYROLL DEDUCTIONS

Section 61. Employees may authorize the following deductions in their pay checks: Blue Cross, With-holding Tax, Retirement Fund, Savings Bonds, Contributions to Red Feather Fund, Payment of Union Dues, Laundry, Rent, Credit Union, and Hospital accounts.

## MANAGEMENT RIGHTS

Section 62. Nothing in this agreement shall be construed as delegating to others the authority conferred by law on the employer, or in any way abridging or reducing such authority.

This agreement shall be construed as requiring the employer to follow its provisions in the exercise of the authority conferred upon the employer by law.

TERMINATION

Section 63. This agreement shall be effective as of the first day of July, 1967, and shall remain in full force and effect until the First day of July, 1970. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing 60 days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than 30 days prior to the anniversary date; this agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than 10 days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph, provided, however, that reopening of this agreement shall occur annually for negotiation concerning compensation, pensions, sick time or any new subject matter not included in the existing contract. By mutual agreement of the parties the contract may be re-opened at any time for renegotiation of any contractual term.

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

Dated at Flint, Michigan, this 11th day of September, 1967

Richard Satterley  
Richard Satterley, Pres. Local 352

Floyd J. McCree  
Floyd McCree, Mayor

John J. Sullivan  
John J. Sullivan, Vice-Pres.

Lloyd A. Hendon  
Lloyd Hendon, City Clerk

William Brandon  
William Brandon, Vice-Pres.

Robert E. Baker  
Robert E. Baker, Sec'y-Treas.

Approved as to form.  
/s/ Wade D. Withey  
Ass't. City Attorney

Approved  
/s/ Olney L. Craft  
Finance Director

ORDINANCE NO. 1981

An Ordinance Establishing a Uniform Pay Plan for the Employees of the City of Flint, Fixing the Compensation to be Paid Employees and Appointive Officers for their Services to the City of Flint.

THE CITY OF FLINT ORDAINS:

Section 1. Civil Service Classification Plan. For the purpose of this ordinance, 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 Ordinance, except as herein otherwise expressly provided.

Section 2. Compensation Plan. The salaries, wages and compensation to be paid by the City of Flint for various types of service under the Classification Plan set forth in Section 1, shall be in accordance with the following Compensation Plan, except as herein or hereafter otherwise expressly provided, said salaries, wages and compensation to be paid from and after the 1st day of July, 1967.

The annual rates provided hereafter are to be paid in twenty-six equal payments. For the purpose of this ordinance, in all cases where it is necessary to convert annual salaries to hourly rates for the purpose of computation, the provisions relating thereto contained in Ordinance No. 474, adopted March 30, 1942, as amended, shall govern.

Section 3. The Compensation to be paid employees of the City of Flint, except special occupations or groups of employees as provided in other sections of this ordinance, shall be as follows.

| Occupational Level | Step 6<br>5th thru<br>10th year | Step 7<br>11th thru<br>15th year | Step 8<br>16th thru<br>20th year | Step 9<br>21st year<br>and over |
|--------------------|---------------------------------|----------------------------------|----------------------------------|---------------------------------|
| 18                 | \$ 8,014                        | \$ 8,257                         | \$ 8,505                         | \$ 8,842                        |
| 19                 | \$ 8,357                        | \$ 8,600                         | \$ 8,862                         | \$ 9,212                        |
| 20                 | \$ 8,702                        | \$ 8,944                         | \$ 9,226                         | \$ 9,584                        |
| 21                 | \$ 9,085                        | \$ 9,353                         | \$ 9,636                         | \$ 9,975                        |
| 22                 | \$ 9,470                        | \$ 9,761                         | \$ 10,052                        | \$ 10,366                       |
| 23                 | \$ 10,820                       | \$ 11,159                        | \$ 11,496                        | \$ 11,764                       |
| 24                 | \$ 11,261                       | \$ 11,606                        | \$ 11,962                        | \$ 12,201                       |
| 25                 | \$ 11,706                       | \$ 12,055                        | \$ 12,425                        | \$ 12,638                       |
| 26                 | \$ 12,188                       | \$ 12,548                        | \$ 12,933                        | \$ 13,118                       |
| 27                 | \$ 12,671                       | \$ 13,043                        | \$ 13,440                        | \$ 13,603                       |
| 28                 | \$ 13,195                       | \$ 13,584                        | \$ 13,992                        | \$ 14,121                       |
| 29                 | \$ 13,721                       | \$ 14,127                        | \$ 14,545                        | \$ 14,641                       |
| 30                 | \$ 14,310                       | \$ 14,736                        | \$ 15,181                        | \$ 15,229                       |
| 31                 | \$ 14,896                       | \$ 15,350                        | \$ 15,816                        | \$ 15,816                       |
| 32                 | \$ 15,570                       | \$ 16,043                        | \$ 16,447                        | \$ 16,447                       |
| 33                 | \$ 16,246                       | \$ 16,735                        | \$ 17,145                        | \$ 17,145                       |
| 34                 | \$ 17,114                       | \$ 17,628                        | \$ 18,006                        | \$ 18,006                       |
| 35                 | \$ 17,983                       | \$ 18,518                        | \$ 18,867                        | \$ 18,867                       |
| 36                 | \$ 19,111                       | \$ 19,683                        | \$ 20,001                        | \$ 20,001                       |

Section 4. Members of the Division of Fire, engaged in fire fighting and working an average of 56 hours per week as designated in Section 36-A of the City Charter, shall be paid at the following rates for their respective occupational levels.

COMPENSATION PLAN - FIREFIGHTERS

| Occupational Level | Step 1<br>1st 6<br>Months | Step 2<br>2nd 6<br>Months | Step 3<br>2nd<br>Year | Step 4<br>3rd<br>Year | Step 5<br>4th<br>Year | Step 6<br>5th thru<br>10th Year | LONGIVITY RATE                   |                                  |                            | RATE<br>or<br>RANK |
|--------------------|---------------------------|---------------------------|-----------------------|-----------------------|-----------------------|---------------------------------|----------------------------------|----------------------------------|----------------------------|--------------------|
|                    |                           |                           |                       |                       |                       |                                 | Step 7<br>11th thru<br>15th Year | Step 8<br>16th thru<br>20th Year | Step 9<br>21st and<br>Over |                    |
| F-1                | \$6,188                   | \$6,383                   | \$6,576               | \$6,968               | \$7,348               | \$7,733                         | \$7,966                          | \$8,205                          | \$8,538                    | Firefighter        |
| F-1B               | \$6,342                   | \$6,542                   | \$6,740               | \$7,142               | \$7,531               | \$7,926                         | \$8,165                          | \$8,410                          | \$8,751                    | 2nd Driver         |
| F-1A               | \$6,497                   | \$6,702                   | \$6,904               | \$7,316               | \$7,715               | \$8,119                         | \$8,364                          | \$8,615                          | \$8,964                    | 1st Driver         |
| F-2                | \$6,685                   | \$6,888                   | \$7,101               | \$7,517               | \$7,937               | \$8,357                         | \$8,600                          | \$8,862                          | \$9,212                    | Sergeant           |
| F-3                | \$7,282                   | \$7,496                   | \$7,720               | \$8,174               | \$8,632               | \$9,085                         | \$9,353                          | \$9,636                          | \$9,975                    | Lieutenant         |
| F-4                | \$7,594                   | \$7,827                   | \$8,062               | \$8,528               | \$9,004               | \$9,470                         | \$9,761                          | \$10,052                         | \$10,366                   | Captain            |
| F-5                | \$9,366                   | \$9,653                   | \$9,946               | \$10,531              | \$11,121              | \$11,706                        | \$12,055                         | \$12,425                         | \$12,638                   | Battalion<br>Chief |

Section 5. Employees who work less than a normal work week as used in Section 264(d) of the Charter and as further defined in Section 10 of this ordinance shall be considered as part time employees and be compensated according to the rates stated in the following table; provided that upon adoption of this ordinance, part time employees will be credited with total hours accumulated during the past six years, but only since the last date of hire, in the following manner: Less than 2,080, at Step 1; 2,080 but less than 6,240, at Step 2; 6,240 and over, Step 3; provided, further, that those part-time employees who are being compensated at a higher rate than that provided by the table, shall continue at the higher rate without further increases until such time as they accumulate added hours to place them in a higher step or until the rates provided by the table are increased to exceed the rate of said employee.

A part-time employee who shifts to full time employment shall have his hours worked during his previous continuous employment with the City computed as of the date he commences full time employment. He shall be placed on the full time Compensation Plan on the basis of those hours accumulated at the start of full time employment and such date shall constitute a new anniversary for further advancement on the Compensation Plan.

COMPENSATION PLAN - PART TIME EMPLOYEES

| Occupational Level | Step 1<br>(Less than 2080 Hrs.) | Step 2<br>(After 2080 Hrs.) | Step 3<br>(After 6240 Hrs) |
|--------------------|---------------------------------|-----------------------------|----------------------------|
| 1A                 | \$ 2,826                        | \$ 3,280                    | \$ 3,731                   |
| 2A                 | \$ 3,461                        | \$ 3,669                    | \$ 4,112                   |
| 3A                 | \$ 3,583                        | \$ 3,806                    | \$ 4,266                   |
| 4A                 | \$ 3,708                        | \$ 3,941                    | \$ 4,415                   |
| 5A                 | \$ 3,833                        | \$ 4,078                    | \$ 4,565                   |
| 6A                 | \$ 4,014                        | \$ 4,270                    | \$ 4,775                   |
| 7A                 | \$ 4,195                        | \$ 4,461                    | \$ 4,985                   |
| 8A                 | \$ 4,390                        | \$ 4,671                    | \$ 5,216                   |
| 9A                 | \$ 4,590                        | \$ 4,881                    | \$ 5,451                   |
| 10A                | \$ 4,781                        | \$ 5,083                    | \$ 5,678                   |
| 11A                | \$ 4,975                        | \$ 5,289                    | \$ 5,905                   |
| 12A                | \$ 5,170                        | \$ 5,495                    | \$ 6,140                   |
| 13A                | \$ 5,370                        | \$ 5,701                    | \$ 6,371                   |
| 14A                | \$ 5,570                        | \$ 5,905                    | \$ 6,604                   |
| 15A                | \$ 5,765                        | \$ 6,119                    | \$ 6,843                   |
| 16A                | \$ 5,965                        | \$ 6,337                    | \$ 7,080                   |
| 17A                | \$ 6,188                        | \$ 6,576                    | \$ 7,348                   |
| 18A                | \$ 6,408                        | \$ 6,814                    | \$ 7,619                   |
| 19A                | \$ 6,685                        | \$ 7,101                    | \$ 7,937                   |
| 20A                | \$ 6,968                        | \$ 7,384                    | \$ 8,257                   |
| 21A                | \$ 7,282                        | \$ 7,720                    | \$ 8,632                   |
| 22A                | \$ 7,594                        | \$ 8,062                    | \$ 9,004                   |
| 23A                | \$ 8,652                        | \$ 9,201                    | \$ 10,283                  |
| 24A                | \$ 9,008                        | \$ 9,574                    | \$ 10,703                  |
| 25A                | \$ 9,366                        | \$ 9,946                    | \$ 11,121                  |
| 26A                | \$ 9,751                        | \$ 10,360                   | \$ 11,581                  |
| 27A                | \$ 10,135                       | \$ 10,774                   | \$ 12,043                  |

Section 6. Appointive City Officer Salaries:

A. From and after the effective date of this ordinance, the salaries to be paid by the City of Flint for services by appointive City Officers shall be at the following salaries:

City Manager:  
 Induction. . . . . \$19,400.00  
 End of 1st Year. . . . . \$21,200.00  
 End of 2nd Year. . . . . \$23,000.00

City Attorney:  
 Induction. . . . . \$14,900.00  
 End of 1st Year. . . . . \$16,700.00  
 End of 2nd Year. . . . . \$18,500.00

Director of Finance:  
 Induction. . . . . \$14,900.00  
 End of 1st Year. . . . . \$16,700.00  
 End of 2nd Year. . . . . \$18,500.00

City Clerk:  
 Induction. . . . . \$10,400.00  
 End of 1st Year. . . . . \$12,200.00  
 End of 2nd Year. . . . . \$14,000.00

B. From and after July 1, 1966, the Clerk of the Municipal Court shall be paid compensation at the same rate as if allocated to Level 29 of the Compensation Plan and shall be credited with increments for length of service.

Section 7. Unclassified Employees Pay Rates. From and after the effective date of this ordinance, the compensation to be paid by the City of Flint for services rendered by the following unclassified employees shall be as follows:

Election Commission members, per election . . . . \$35.00  
 Election Chairman, per election . . . . . \$30.00  
 Election Inspectors, per election . . . . . \$25.00  
 Election Supervisors, per hour. . . . . \$ 1.85  
 Election Commission Members and Election Supervisors, Mileage, per mile . . . . . \$ .10  
 For transportation of Election Supplies, per election . . . . . \$ 1.50  
 Board of Review Members, per day. . . . . \$15.00  
 Casual Skilled Labor, per hour. . . . . \$1.33 to \$2.85

Provided, however, that those Election Chairman and Election Inspectors who fail to attend the instruction meeting prior to the election shall receive \$2.00 less per election than the amount specified above.

Section 8. Cost of Living. A Cost of living adjustment shall be made semi-annually in the following manner: Using the Bureau of Labor statistics "Consumer Price Index of the United States Average for Urban Wage Workers and Clerical Workers" for authority and shall be computed from July 1, 1967 to September 30, 1967. The increase of the COL, not in excess of two cents per hour per quarter which shall be added to the salary schedule stated in the Compensation Plan January 1, 1968, and a separate check shall be issued to employees for the COL increment which occurred from said period of July 1, 1967 to September 30, 1967. Thereafter, on the first day of July, there shall be added to the basic Compensation Plan that increment in the COL shown by the BLS which occurred between October 1 thru March 31, and on the first day of January there shall be added to the basic Compensation Plan that increase in the COL shown by BLS which occurred April 1 thru Septem-

ber 30 and said COL increase not in excess of two cents per hour per quarter shall be paid by separate check to said employees.

The basic formula shall be an adjustment upward of one cent for each .4 increase in the index with a maximum adjustment to be made equivalent to two cents per quarter. Increases in the index equivalent to more than one-half cent will result in an adjustment of one cent; increase in the index equivalent to one-half cent, or less will not reflect in an adjustment. Decreases in the index will not result in equivalent downward adjustments nor will recovery from decreases in the index be reflected in upward adjustments in base salaries. The amount to be frozen into the Compensation Plan will represent the equivalent net increase in cost of living for the preceding six months period.

The retroactive payment shall apply only to those employees with six months credited service immediately prior to the end of said six month period and on the payroll at the time payment is authorized. Retroactive COL payments will be based on normal work week schedules as set forth in Section 10 of this ordinance and based upon straight time hours worked by part time employees not to exceed forty hours in any week.

Section 9. Credit towards step advancements in the Compensation Plan shall accrue only for continuous service. Continuous service as used in this ordinance 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 calendar weeks, excepting that approved educational leave time shall receive such credit. Employees who are re-hired after resignation may be given such credit as their prior service indicates, within the discretion of the employing unit.

Section 10. Normal Work Week. A normal work week, except as otherwise provided in this ordinance, is defined as being 40 hours in a calendar week, or as established by a statement in writing of the heads of departments or offices, for employees under their jurisdiction. Copies of such statements shall be delivered to either the Director of Finance, the Director of Hurley Hospital, the Superintendent of Parks and Recreation and the Civil Service Commission. Provided, however, that normal work weeks established by such written statement shall not exceed a total of 80 hours in any pay period.

A normal work week for members of the Division of Fire engaged in fire fighting shall be an average of 56 hours per week as designated by Section 36-A of the City Charter.

Section 11. Overtime.

A. Employees, excepting those allocated to the "F" occupational level or those otherwise provided for by this ordinance, shall be paid overtime rates for all hours worked beyond eight hours in any eight-hour shift or in any work day, or for hours worked beyond the normal work week as provided in Section 10 of this ordinance. Employees allocated to the occupation levels "F1" through "F4" shall be paid overtime rates for any hours worked beyond the 24-hour shift, or for hours worked beyond their normal work week as provided in Section 10 of this ordinance. If mutually agreed, compensation time off may be afforded in lieu of overtime pay.



B. 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.

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

Section 12. Holiday Overtime Rates. Except as otherwise provided, all hours worked on those holidays specified in Section 5 of Ordinance No. 474, as amended, shall be considered as overtime hours and shall be paid for at premium overtime rates. The overtime pay referred to above for employees working on holidays is over and above the pay they would receive in event they did not work on said holiday or holidays. In the discretion of the department head, compensating time off may be taken instead of receiving the holiday pay.

Section 13. Night Bonus. City employees employed on any regular shift and who work a majority of hours between 4:00 P.M. of the day and 7:00 A.M. of the following day, shall be entitled to additional remuneration over and above that set forth in the Compensation Plan at the rate of 6.5 per cent per hour for time worked during such shifts.

Section 14. No employee allocated to Levels 24 through 40, and no employee whose compensation is specifically set further in Section 6 of this ordinance shall receive any compensation for overtime or holiday work or bonus for night work. Classes allocated to Level 23 shall not receive any compensation for overtime work. Employees allocated to Level F-5 shall not receive any compensation for overtime or holiday work, but shall receive night bonuses.

Section 15. Both overtime and time and one-half for holiday rates, and bonus for night work, shall not be paid for the same hours worked. Premium payments are not to be duplicated.

Section 16. Stand-by. Employees may be kept on call during periods when they are not otherwise on duty. An employee of a department may remain on stand-by at his home for a one week period, beginning at 5:00 o'clock P.M. each Monday. Stand-by duty is to be rotated equally among employees qualified to do the work available within the same job classification. For compensation, the employee on such duty shall receive at his regular rate of pay, nine hours extra pay for each week of such duty. Additional benefits do not accrue for stand-by duty.

Departments may establish equivalent methods of payment for employees who are on call for lesser periods of time, subject to the approval of the appropriate administrative officials and with written notification to the Civil Service Commission.

Section 17. The following classified employees who are required, by the nature of their regular duties, to carry a firearm concealed upon their person, shall for the purpose of reimbursing said employees for clothing which may be damaged, injured or destroyed by the carrying of said firearms, be paid the sum of \$160.00 annually, said sum to be paid quarterly in equal installments; Detective, Detective Sergeant, Detective Lieutenant, Police Captain assigned as Captain of Detectives, Police Captain assigned as Traffic Engineer, Police Lieutenant assigned as Assistant Traffic Engineer, and Police Sergeant

assigned as Traffic Analyst.

Section 18. 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 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, retroactively, at the discretion of the appropriate fiscal officer. It shall be the duty of the Civil Service Commission to forthwith notify the appropriate fiscal officer of all such changes and effective dates of such changes.

Section 19. In all cases where it appears that new jobs other than provided by the budget should be created within a department by reason of the combination of jobs or other circumstances, and in all cases where it may appear that more employees be employed in a given classification within a department or division than are provided for in the budget, the department head, with the approval of the City Manager, Director of Finance, City Clerk, Director of Law, Director of Hurley Hospital or Superintendent of the Recreation and Park Board, as the case may be, may request authorization for employment of such additional employees within existing classifications in addition to budget specifications or to create new positions from the appropriate governing body. The effective date of such authorization shall be determined by the appropriate governing body.

Section 20. Charter Pension Employees. All members of the Division of Fire and Police who come under the provisions of Sections 202-211, both inclusive, of the Charter of the City of Flint and are members of the Charter Pension Plan, shall be entitled to life insurance coverage at City expense as previously established and shall receive as their maximum compensation, the compensation established in the Compensation Plan applicable to their respective levels, reduced by one and one-half percent.

Section 21. Returned Veterans of the Armed Services. 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. 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 increase retroactive to the date of the employee's reinstatement.

Section 22. Probationary Employees - Veterans. City of Flint probationary employees who have been in the armed services of the United States, under military leave from the City of Flint, shall be required to complete their probationary period the same as though they had not been in the armed services, and shall be subject to the same rules and regulations as ordinary probationers. They shall, however, upon completion of 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.

assigned as Traffic Analyst.

Section 18. 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 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, retroactively, at the discretion of the appropriate fiscal officer. It shall be the duty of the Civil Service Commission to forthwith notify the appropriate fiscal officer of all such changes and effective dates of such changes.

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Section 23. The terms and conditions of this ordinance are the result of collective bargaining with those units recognized as the exclusive bargaining agents for the employees of the City of Flint and that the appropriate city officials are authorized to enter into written contracts with those recognized bargaining units not conflicting with this ordinance or other ordinances of the City of Flint. The term of these contracts may be for a period of not more than three years subsequent to July 1, 1967, provided, however, that reopening of such contracts shall occur annually for negotiation concerning compensation, pensions, sick time or any new subject matter not included in such existing contracts. By mutual agreement of the parties, the contracts may be reopened at any time for renegotiation of any contractual term.

Section 24. Ordinance No. 1854, approved June 28, 1965, Ordinance No. 1880, approved December 6, 1965, Ordinance No. 1918, approved July 7, 1966, Ordinance No. 1923, approved July 18, 1966, Ordinance No. 1928, approved August 22, 1966, Ordinance No. 1941, approved October 17, 1966, Ordinance No. 1964, approved March 16, 1967 and Ordinance No. 1967, approved April 10, 1967, are hereby repealed.

Section 25. This ordinance shall take effect on the 1st day of July, A.D. 1967.

Approved this 11<sup>th</sup> day of September, A.D. 1967.

Floyd J. M. Cree Mayor  
Lloyd A. Hendon Clerk

Reprint: 9/2/67  
Local 352 AFLCIO