

AGREEMENT
BETWEEN
CITY OF FLINT
AND
THE FLINT FIRE FIGHTERS UNION, LOCAL 352
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (AFL-CIO)
JULY 1, 1994
THROUGH
JUNE 30, 1997



INDEX

<u>ARTICLE</u>	<u>ARTICLE NO.</u>	<u>PAGE</u>
Address and Phone Number	40	51
Advanced Emergency Medical Technician (Paramedic)	43	54
Agency Shop	3	3
Annual Leave	24	23
Bereavement Leave	28	34
Check-Off/Dues Deduction	4	3
Civil Service	36	43
Cost of Living	13	14
Court Time	20	20
Definitions	6	8
Dental Benefits	App. C	C-1
Dental Insurance	45	58
Drug Testing for Controlled Substance and/or Alcohol	App. D	D1
Educational Leave	29	35
Emergency Call-In	18	20
Emergency Medical Technician Training	42	52
Employee Representative Pass	App. A	96
Fire Prevention Bureau	57	71
Fitness For Duty	58	75
Food Allowance	14	15
Grievance Procedure	38	44
Holidays	23	22
Hospitalization Insurance	46	59
Jury Duty	21	21
Kelley Days	11	12
Layoff and Recall	34	41
Leave Time Balances	27	34
Letter of Agreement (Primary Captain)		100-101
Letter of Understanding (Drivers pay for vehicles not in service on a permanent basis)		92
Letter of Understanding (Sick Leave-Return to Work)		88
Letter of Understanding (Proof of Illness)		89
Letter of Understanding (EMT Program)		95
Letter of Understanding (Self-Insurance)		82

Letter of Understanding (New vehicle delivery)		93
Letter of Understanding (Paramedics)		84-87
Letter of Understanding (Reclassification)		83
Letter of Understanding (Seniority adjustments computations)		102
Life Insurance	47	61
Management Rights	54	70
Mandatory Continuing Education (Suppment B)		98
Medical Examination	26	33
Military Reserve Leave - Compensation	32	38
Military Service	31	37
Miscellaneous Matters	50	67
Night Bonus	17	19
Off Duty Injuries (Supplement A)		97
On-The-Job-Injury	44	56
Optical Benefits	55	71
Overtime Equalization	16	16
Overtime Rate	15	16
Paramedic Agreement	App. A	A-1
Part-Time Employees	7	9
Payroll Deductions	9	10
Payment in Lieu of Insurance	51	69
Personnel Examinations	37	43
Preamble	1	1
Prior Military Service Credit-Retirement Purposes	48	62
Promotions	59	75
Proof of Illness/Injury Form		90
Provisional Appointments	35	42
Recognition	2	1
Request For Leave	30	36
Residency	56	71
Retirement	49	62
Safety and Health Committee	52	70
Salaries and Wages	12	13
Second Driver Seniority (Supplement C)		99
Seniority	33	39
Separability and Savings Clause	61	80

ARTICLE NO. PAGE

Settlement Agreement (Devil's Night)		108
Settlement Agreement (Giving Statements)		107
Sick Leave	25	27
Snow Emergency	22	21
Standby	19	20
Supplemental Agreement - Chief's Bulletin		104
Supplemental Agreement - Chief's Bulletin		105
Supplemental Agreement - Complaint Investigation		103
Supplemental Agreement - Filling Vacancies		106
Supplemental Agreement - Insurance Coverage on Layoff		91
Supplemental Agreement - Primary Captain		100-101
Supplemental Agreement - Trading Time		94
Temporary Employees	8	10
Termination	62	80
Uniforms and Protective Clothing	41	51
Union Business	5	5
Union Rights	53	70
Waiver Clause	60	80
Work Rules	39	51
Work Week	10	11

APPENDIXES

	<u>PAGE</u>
APPENDIX A - Paramedic Agreement	A-1
APPENDIX B - Retirement	B-1
Definitions (Sec. 1)	B-1
Established (Sec. 2)	B-3
Administration of System (Sec. 3)	B-3
Trustee Terms of Office; Oath of Office (Sec. 4)	B-4
Board Vacancy; How Filled (Sec. 5)	B-4
Same - Meetings; Rules of Procedure; Records Compensation of Trustees (Sec. 6)	B-4
Board Quorum; Vote (Sec. 7)	B-5
Same - Officers and Employees (Sec. 8)	B-5
Same - Annual Report; Adoption of Experience; Tables Data To Be Kept by Secretary (Sec. 9)	B-5
Membership of System (Sec. 10)	B-6
Former Plan Firemen (Sec. 11)	B-6
Increase in Benefits for Charter Plan Firemen (Sec. 12)	B-6-7
Termination of Membership; Reinstatement of Membership (Sec. 13)	B-7
Service Credit (Sec. 14)	B-7
Credit for Time in Armed Services (Sec. 15)	B-7
Emergency Employment (Sec. 16)	B-8
Emergency Re-employment of Retired Members (Sec. 16 (a))	B-8
Emergency Employment of Over-Age Personnel (Sec. 16 (b))	B-8
Crediting Member's Service Accounts (Sec. 17)	B-8
Voluntary Retirement (Sec. 18)	B-8-9
Mandatory Retirement - General Member, Fireman Member (Sec. 19)	B-9
Age and Service Pension - Fireman Member (Sec. 20)	B-9
Deferred Pension (Sec. 21)	B-10
Pension Options (Sec. 22)	B-11

Retirement for Total and Permanent Disability (Sec. 23)	B-11
Disability Pension - Fireman Member (Sec. 24)	B-12
Examination of Disability Retirant; Restoration of Disability Retirant to Service (Sec. 25)	B-12-13
Ordinary Death Pension - Fireman Member (Sec. 26)	B-13-14
Death in Line of Duty - Fireman Member (Sec. 27)	B-14-15
Offset Workmen's Compensation Benefits Against Pension (Sec. 28)	B-15
Refunds of Accumulated Contributions (Sec. 29)	B-15
Employees Savings Fund (Sec. 30)	B-15
Retirement Reserve Fund (Sec. 31)	B-16
Pension Reserve Fund (Sec. 32)	B-17
Expense Fund (Sec. 33)	B-17
Management of Funds of System (Sec. 34)	B-18
Allowance of Regular Interest (Sec. 35)	B-18
Assignments Prohibited (Sec. 36)	B-18
Correction of Errors in Records (Sec. 37)	B-19
Subpoena; Contempt (Sec. 38)	B-19
Hearings; Findings' Review of Board of Trustees' Actions (Sec. 39)	B-19
Waive of Privilege (Sec. 40)	B-19
Applicability of Other Laws, Ordinances, etc. (Sec. 41)	B-20

APPENDIX C - Dental Benefits

Enrollment Classifications	C-1
Description of Benefits	C-1
Covered Dental Expenses	C-1-3
Maximum Benefits	C-3
Pre-Determination of Benefits	C-3-4
Limitations	C-4-5
Exclusions	C-5-6
Coordination of Benefits	C-7
Subrogation	C-7
Proof of Loss	C-7
Definitions	C-7-8

APPENDIX D - Fitness for Duty

ARTICLE 1
PREAMBLE

THIS AGREEMENT is entered into on this 23rd day of January, 1995, pursuant to and in accordance with Michigan Public Act 379, M.P.A. of 1965, as amended, between the City of Flint, hereinafter referred to as "City" or "Employer" and the Flint Fire Fighters Union, Local 352, affiliated with the International Association of Fire Fighters, AFL-CIO, hereinafter referred to as "Union".

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

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

ARTICLE 2
RECOGNITION

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

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

Fire Fighter
Fire Fighter Trainee
Fire Fighter-EMT Trainee
2nd Driver

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

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

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

ARTICLE 3
AGENCY SHOP

Section 1.

It shall be a continuing condition of employment that all Employees covered by this Agreement shall either maintain membership in the Union by paying the Union's dues, or shall pay an agency fee equal to the Union dues.

Section 2.

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

(a) The Union has notified the Employee by Certified Letter, return receipt requested, addressed to the address on file with the Chief of the Fire Department, spelling out that he is delinquent in payment of dues or agency fees, specifying the current amount of delinquency, and warning the Employee that unless such amount is tendered within ten (10) calendar days, he will be reported to the Employer for termination from employment as provided for herein, and,

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

ARTICLE 4
CHECK-OFF/DUES DEDUCTIONS

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

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

ARTICLE 5 UNION BUSINESS

Section 1 - UNION OFFICERS.

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

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

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

- a. The hours of such release time shall commence at 8:00 a.m. and end at 5:00 p.m. and no officer shall be released from more than one-half (1/2) of his shift, nor shall the total release time for all Union officers exceed forty-five (45) hours in any calendar week, or
- b. In the event one or more Union officers work forty (40) hours per week, the hours of such release time shall commence at 8:00 a.m. and end at 5:00 p.m. and no 50.4 hour officer shall be released from more than one-half (1/2) of his shift, nor shall the total release time for all Union officers exceed fifty-two (52) hours in any calendar week; provided that a forty (40) hour officer may not be released for more than twenty (20) hours each week.

Section 2 - UNION STEWARDS

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

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

Section 3 - BARGAINING TEAM.

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

The City may, at its option, require the Assistant Fire Chief to be present during negotiating sessions as a member of the City's bargaining team.

Section 4 - MEETINGS AND CONFERENCES.

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

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

In years in which the Biennial Convention of the International Association of Fire Fighters is held, delegates from the Flint Fire Fighters Union whose names have been certified to the Chief of the Fire Department at least seven (7) days prior to the Biennial Convention, shall be granted leave with pay to attend such Conventions as follows: 100 members or fewer, one (1) delegate; more than 100, but not exceeding 200, two (2) delegates; more than 200 but not exceeding 300, three (3) delegates; more than 300, one (1) additional delegate for each 100 additional members or fraction thereof, and the maximum of two (2) employees on any one occasion will not apply.

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

Section 5 - POLITICAL ACTIVITY.

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

Section 6 - RELEASED TIME.

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

ARTICLE 6
DEFINITIONS

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

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

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

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

Provisional Appointment shall mean the appointment of a current employee to a position for an interim period during which a valid eligibility list is being prepared or during the temporary absence of a permanent employee in a position other than an entry level position. Such appointment shall, insofar as possible, be limited to a maximum of 90 calendar days. Upon termination of a provisional appointment, the employee shall be returned to his prior employment status.

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

Normal Work Week is defined in Article 10.

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

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

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

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

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

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

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

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

Fire Fighting series, for the purpose of defining annual and sick leave termination benefits for forty (40) hour per week employees, shall include those positions the specifications for which require that the applicant shall have completed a specified period of employment as a fire fighter. Permanent or provisional employees currently (prior to July 1, 1982) holding forty (40) hour positions shall be included in the fire fighting series provided that they previously worked 50.4 hours for at least a 3 year period.

ARTICLE 7 PART-TIME EMPLOYEES

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

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

ARTICLE 8 TEMPORARY EMPLOYEES

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

ARTICLE 9 AUTHORIZED PAYROLL DEDUCTIONS

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

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

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

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

ARTICLE 10
WORK WEEK

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

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

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

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

Section 2. 40-HOUR EMPLOYEES, CONTINUOUS OPERATIONS.

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

Section 3. 50.4 HOUR EMPLOYEES.

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

Section 4. CHANGE IN WORK SCHEDULES.

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

Section 5. METHOD OF EXERCISING SHIFT PREFERENCE FOR (8-HOUR) ALARM ROOM DISPATCHERS.

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

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

Section 6. SPECIAL ASSIGNMENTS.

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

The City agrees that all special assignments will be posted, with the City reserving the right to limit applicants for special assignments to either officer or non-officer ranks as well as the right not to fill the special assignment. The City agrees that the applicant with the greatest department seniority shall be selected for the special assignment, provided that he/she possesses the necessary qualifications for the assignments.

ARTICLE 11
KELLEY DAYS

All Kelley Trades shall be allowed within the shift and classification between personnel qualified to perform each other's duties in the following classifications:

1. Officers
2. Apparatus Operators, 2nd Drivers, and Fire Fighters
3. E.M.T.s

✓ Kelley Days that are to be repaid shall be scheduled at the time of the first exchange and be within a twelve (12) month period.

- ✓ Kelley Trades of twelve (12) hours will be allowed.
- ✓ Kelley Trades will not be counted as W.P. Days.
- ✓ In cases of unauthorized absence, the person responsible to work on a given day shall lose an equal amount of pay for that period of time.
- ✓ Fire fighters trading with Apparatus Operators or Drivers will be paid at the non-driving rate of pay.
- ✓ Daily personnel adjustments to accommodate Kelley Trades will be at the discretion of a chief officer.

ARTICLE 12
SALARIES AND WAGES

Section 1. COMPENSATION SCHEDULE - GENERAL.

The salaries and wages to be paid under this Agreement shall be in full accord with the attached Compensation Schedule.

The annual rates set forth in said schedule shall be converted to hourly rates in the following manner: Levels F-1 through F-5, inclusive, divide the annual rate by 2,621 hours; Levels F-4 (40 hour Captains) FF-19 through FF-35, inclusive divide the annual rate by 2,080 hours. Employees shall be paid on a bi-weekly basis not to exceed the rates set forth in said schedules.

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

Credit towards step advancements shall accrue in accordance with Article 33, Seniority. Changes in rate of pay which are scheduled to take effect during the first week of a pay period shall be paid as if earned at the beginning of the pay period. Changes in rate of pay which are scheduled to take effect during the second week of a pay period shall be paid as if earned beginning the following pay period.

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

Section 3. PAY LEVEL RECLASSIFICATION AND REALLOCATION.

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

Section 4. RECLASSIFICATION AND REALLOCATION.

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

Section 5. ONE-TIME RATIFICATION PAYMENT.

A one-time ratification payment of \$750.00 shall be paid on or before February 14, 1995 to all employees employed within the bargaining unit who were on active status as of July 1, 1994. This ratification payment shall not be folded into the base wage rates of the employees receiving said payment but shall be used in computing final average compensation for purposes of retirement.

Section 6. NEW BARGAINING UNIT MEMBER WAGE SCALES.

Employees entering the bargaining unit on or after January 1, 1995 shall be paid in accord with the attached Compensation Schedule applicable to such new members of the bargaining unit. The New Bargaining Unit Member Compensation Schedule shall not be increased on January 1, 1995, July 1, 1995, and/or July 1, 1996, when three (3%) percent wage increases are provided to other bargaining unit members; provided, however, that such New Bargaining Unit Member Compensation Schedule shall be increased by three (3%) percent on June 30, 1997 only.

ARTICLE 13 COST OF LIVING

Section 1

A "cost of living" allowance, predicated on the U.S. Department of Labor Bureau of Labor Statistics Consumer Price Index, All Cities, All Items Revised Urban Wage Earners and Clerical Workers, using 1967 = 100 as the index base, and salary levels established pursuant Article 12, Salaries and Wages, above, as the salary base, shall be paid quarterly, in amounts proportionate to the respective changes in

the index as compared with the index base. Such payments shall be separate cost of living payments. Provided, however, each of these quarterly payments shall be added together. The sum of all four quarterly payments will be folded into the base wage as of June 30, regardless of which date the last quarter cost of living payment becomes known, provided that the amount of fold-in on June 30, 1995, June 30, 1996, and June 30, 1997, shall not exceed 6% of base wage for Employees subject to Act 312 of the Public Acts of 1969, as amended, and 5% as to all other Employees exempt from said Act 312, as said Employees are identified in Article 2, Section 2.

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

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

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

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

Section 2. COLA SUSPENSION.

Article 13, Section 1, shall not be implemented during the term of this agreement, but, unless otherwise negotiated or arbitrated by the parties, shall again become effective July 1, 1997. No payments (except for payment for the first quarter of 1994, covering July through September 1994) and no fold-ins will be made during the life of this agreement. The payment for the first quarter of 1994 is not to be folded into the base wage.

ARTICLE 14 FOOD ALLOWANCE

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

The food allowance to be paid for Employees who were hired or separated during the period shall be pro-rated.

ARTICLE 15 OVERTIME RATE

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

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

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

ARTICLE 16 OVERTIME EQUALIZATION

Section 1. EQUALIZATION OF SCHEDULED OVERTIME.

Scheduled overtime work, where the hours scheduled for overtime exceed six (6) hours only, shall be distributed equally to Employees working within the same job classification. The distribution of scheduled overtime shall be equalized annually, beginning on the first day of July each year, or on the first day of any calendar month this Agreement becomes effective for the first year of the Agreement.

On each occasion, the opportunity to work scheduled 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 scheduled overtime hours to his credit shall be offered the assignment. This procedure shall be followed until the required Employees have been selected for the scheduled overtime work.

A record of the scheduled overtime hours worked by each Employee and subject to equalization shall be kept by the appropriate Command Officer.,

Employees shall be offered an opportunity to work scheduled overtime in accordance with their department seniority in their classification.

Any Employee offered an opportunity to work scheduled overtime who refuses shall be credited with the number of hours as though he had worked, for purposes of equalization.

Any Employee who has been called on three (3) calendar days and has not been available shall not be considered for scheduled overtime for that rotation. The above limitation shall not apply to Employees on authorized leave with pay.

Section 2. EMERGENCY HOLDOVER OVERTIME.

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

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

Section 3. EMERGENCY HOLDOVER OVERTIME FOR ALARM OPERATORS.

Additionally, if an unexpected absence of alarm room personnel requires filling, it shall be done on an emergency holdover basis, in the following manner:

- a. The overtime shall be offered to those on the previous shift, starting with the highest seniority employee, until it is accepted.

- b. If no employee accepts the overtime, the lowest seniority employee on the preceding shift shall be required to perform the overtime work.
- c. After the overtime has been covered on an emergency holdover basis, it shall then be offered to those off duty as though it were scheduled overtime.
- d. Overtime worked, pursuant to this agreement, shall be charged for distribution purposes only if the time worked by a particular employee is in excess of four hours.
- e. Notwithstanding the foregoing, i.e., a-d, in no event shall there be more than one trainee on duty.

Section 4 EMERGENCY CALL-BACK OVERTIME.

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

Section 5. EMERGENCY OVERTIME EQUALIZATION.

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

Section 6.

The following modifications to this Article are agreed upon by the parties:

- a. There shall be one overtime list, consisting of both officers and fire fighters, compiled by department seniority; list to run concurrently with the collective bargaining agreement.
- b. Any overtime over six (6) hours will be credited on the overtime list, retroactive to July 1, 1994.
- c. Overtime will be scheduled at roll call or when needed.
- d. At roll call, each station officer will give the Battalion Chief or Primary Captain on duty the names of individuals who are standing-by and willing to work overtime. The overtime will then be offered to

that individual standing-by who has the least amount of overtime hours to his/her credit.

- e. If there are not enough individuals willing to work from the previous shift, the Battalion Chief/Primary Captain will use the master overtime list to call the individual with the least number of overtime hours to his/her credit.
- f. If the person that is needed is a specialist, i.e., an officer, A/EMT, or EMT, or Sp. Apparatus Operator, the person who is qualified and willing to work with the least number of overtime hours to his/her credit will be asked to work.
- g. This agreement shall not prevent the City from using emergency holdover until a qualified individual to work the overtime can report.

Section 7. CLASSIFICATION, DEFINITION OF.

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

Section 8. ESSENTIAL SERVICES.

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

ARTICLE 17
NIGHT BONUS

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

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

ARTICLE 18
EMERGENCY CALL-IN

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

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

ARTICLE 19
STANDBY

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

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

ARTICLE 20
COURT TIME

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

ARTICLE 21
JURY DUTY

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

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

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

ARTICLE 22
SNOW EMERGENCY

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

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

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

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

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

ARTICLE 23
HOLIDAYS

Section 1. HOLIDAY OBSERVANCES.

The following days shall be designated as holidays:

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

Except in the following situations, all holidays shall be observed on the actual calendar date of their occurrence:

For those Employees whose assignment enables them to have every Saturday as a regular day off, any holiday that has a calendar date falling on a Saturday, the calendar date of that holiday shall be ignored and the preceding Friday shall be designated as the holiday. For those Employees whose assignment enables them to have every Sunday as a regular day off, any holiday that has a calendar date falling on a Sunday, the calendar date of that holiday shall be ignored and the succeeding Monday shall be designated as the holiday, provided, however, that Easter shall be observed on the Sunday on which it occurs.

Section 2. HOLIDAY BENEFITS.

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

Section 3. DUPLICATION OF HOLIDAY BENEFITS.

If an Employee works both the calendar date and the designated date of a holiday, he shall receive holiday benefits only for the calendar date of the holiday.

Section 4. UNAUTHORIZED LEAVE.

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

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

Section 5. IMPLEMENTATION.

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

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

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

ARTICLE 24
ANNUAL LEAVE

Section 1. ACCRUAL OF ANNUAL LEAVE.

Annual leave shall be computed and accrued on the basis of each payroll period that a 40 hour Employee has at least 78 hours of straight time pay and

that a 50.4 hour Employee has at least 98.8 hours of straight time pay. If a 40 hour Employee has more than 72 hours of straight time pay in a payroll period, but less than 78 hours, the Employee shall accrue 1/2 the amount shown in the schedule below. If a 50.4 hour Employee has more than 88.4 hours of straight time pay in a payroll period, but less than 98.8 hours, the Employee shall accrue 1/2 the amount shown in the schedule below. Annual leave shall be based on City seniority (as defined in this Agreement) uninterrupted by resignation or discharge. Annual leave shall be accrued on the following basis:

40 Hour Employees

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

50.4 Hour Employees

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

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

Effective upon ratification of this agreement by the parties, 50.4 hour employees' annual leave accrual rate shall increase by nine-tenths of one hour (.9

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

40 Hour Employees

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

50.4 Hour Employees

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

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

Annual leave may be cumulative but not to exceed the maximums set forth above and any excess shall be forfeited, provided, however, that any excess shall not be forfeited in the event that the Employee suffers an injury or illness arising out of or in the course of employment which has been determined compensable by the Bureau of Workers' Disability Compensation of the State of Michigan and because of

such illness or injury is unable to utilize accumulated annual leave. Any annual leave accumulated and unused due to compensable injury or illness shall be used within six (6) months after return to work, said period may be extended by mutual agreement between the Employee, the appointing authority and the Personnel Director.

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

No annual leave shall be taken or allowance made or paid until an Employee shall have worked one (1) full year, but thereafter, such first year employment shall be considered for the purpose of accrual of annual leave as having been accumulated beginning with the first day of employment, provided, however, that in the case of Employees who are involuntarily called into the Armed Forces of the United States, such Employees shall receive allowance for annual leave computed under the terms hereof from date of employment for the term of such involuntary tour of duty, without regard to whether said Employees have worked less or more than one (1) year. Upon completion of one (1) year service, said Employees shall be credited with annual leave accrued during the preceding 26 pay periods less any holidays falling within said period for which he received payment.

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

Section 2. Use of Annual Leave.

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

An Employee must use annual leave before the Employee is allowed to take time off without pay.

Upon termination of employment, an Employee shall be compensated for his accrued annual leave at the rate of pay received by said Employee at the time the employment is terminated, provided, however, for Employees hired after May 1, 1978, such annual leave payment shall be made within sixty (60) days after the Employee retires, and such payment shall not be included as final average compensation for the purpose of computing retirement benefits. So long as the present variance in work weeks for Employees in the fire fighting series exists, Employees in the fire fighting series with a normal work week of 40 hours, shall be compensated at the time of retirement for accrued annual leave at the rate of 1.5

hours for each hour accrued annual leave standing to his credit. So long as the present variance in work week for Employees in the fire fighting series exists, an employee in the fire fighting series who has been appointed to a position with a normal work week of 40 hours after June 8, 1987, shall be compensated at the time of retirement for accrued annual leave at the rate of 1050/660 times the hours of accrued annual leave standing to his credit and shall be paid at an hourly rate that is equal to his annual salary as set forth in the compensation schedule divided by 2621.

No annual leave balance shown on the "Request for Leave" slip or paycheck stub will be subject to challenge by an Employee for a period that covers more than twelve (12) months prior to the date of the challenge.

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

ARTICLE 25 SICK LEAVE

Section 1. ACCRUAL.

(A) Forty Hour Employees.

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

(B) 50.4 Hour Employees.

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

Charges against accumulated sick leave and pay allowances for time lost on account of sickness shall be made only for time lost for which the Employee normally would have received pay and during which he normally would have been required to work.

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

Sick leave shall not be paid where other City paid benefits received by an Employee would result in cumulative payments in excess of his normal wage based on an eight (8) hour day or 40 hour work week for 40 hour Employees and 24 hour day or 50.4 hour work week for 50.4 hour Employees.

Sick leave shall be taken in increments of at least one (1) hour or up to the balance accumulated if the accumulated balance is a fraction of an hour, provided, however, the appointing authority may require that sick leave be used in four (4) hour increments for 40 hour Employees and six (6) hour increments for 50.4 hour Employees.

Section 2. USE.

An Employee shall be allowed to apply and receive sick leave benefits only in the event of illness, injury or other conditions related to his health prohibiting him from effectively performing his assigned duties. Application for sick leave shall be made to the Chief of the Fire Department on a form provided by the City and must be approved by the Chief. The City may require an Employee applying for sick leave benefits to provide proof of such illness, injury, or other conditions related to the Employee's health before granting any request for such sick leave benefits in any case where a 40 hour Employee was absent from work more than three (3) consecutive duty days, 24 hours; or a 50.4 hour Employee was absent from work more than two (2) consecutive duty days, 48 hours; claiming illness, injury or other condition relative to his health.

Proof of illness or disability may also be required by the department head of any Employee who has taken sick leave on three (3) or more occasions within the preceding twelve (12) month period, (provided that each employee will be treated as having zero (0) accumulated occasions of sick leave as of January 23, 1995). In addition thereto, the Employee may be required by the department head or authorized representative to be examined on City time by the City Physician to determine whether the Employee has recovered sufficiently from the condition causing such absence to return to work.

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

In accordance with the provisions of this Agreement, no Employee having sufficient sick leave accrued to cover any time lost shall suffer any loss of pay for regularly scheduled work, allowances, or other benefits (excluding night bonus) where such time lost is due to illness, injury or other conditions relative to his health (excluding pregnancy conditions subject to pregnancy leave).

Section 3. SICK LEAVE BONUS.

50.4 Hour Employees:

Each 50.4 hour employee who has no occasions of sick leave between the ratification date of this agreement by the parties and November 30, 1995, and thereafter between December 1 of each year and the succeeding November 30th, shall receive a bonus of twenty-four (24) hours of straight time pay.

Each 50.4 hour employee shall have the right to sell back any accumulated unused sick leave in excess of 432 hours, in accordance with the following schedule, based upon sick leave use between the ratification date of this agreement by the parties and November 30, 1995, and thereafter between December 1 of each year and the succeeding November 30th:

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

40-Hour Employees:

Each 40-hour employee who has two or less occasions of sick leave between the ratification date of this agreement by the parties and November 30, 1995, and thereafter between December 1 of each year and the succeeding November 30th, shall receive a bonus of sixteen (16) hours of straight time pay.

Each 40-hour employee shall have the right to sell back any accumulated unused sick leave in excess of 320 hours, in accordance with the following schedule, based upon sick leave use between the ratification date of this agreement by the parties and November 30, 1995, and thereafter between December 1 of each year and the succeeding November 30th:

Occasions of Sick Leave

Maximum Hours that can be sold back

Two or Less
Three to Four
More than Four

Forty-eight (48)
Twenty-four (24)
None (0)

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

This section shall expire on November 30, 1997. Following the payments made in December, 1997, covering the period December 1, 1996 to November 30, 1997, no further payments will be made pursuant to this Section unless otherwise agreed between the parties. Section 13 of Public Act 312 shall not apply to this sunset clause.

Section 4. EXTENDED LEAVE.

Permanent Employees who, because of illness or disability, use all available leave will be kept on leave without pay status for one (1) year. At the expiration of this period, an Employee on such leave status will be placed on the top of the eligibility list for his respective classification for an additional one (1) year.

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

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

Section 5. INJURIES OR ILLNESS DURING THE COURSE OF EMPLOYMENT.

Whenever an Employee is injured or becomes ill as a result of his employment with the City, and such illness or injury is found compensable by the Bureau of Workers' Disability Compensation of the State of Michigan, time lost as a result of such injury or illness shall not be deducted from the Employee's sick leave.

Section 6. RETIREMENT.

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

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

Provided, however, for any Employee hired after May 1, 1978, said sick leave shall be paid after the Employee retires (within 60 days) and shall not be included as part of the Employee's final average compensation for the purpose of computing retirement benefits.

For Employees hired on or before January 23, 1991, the one-half pay for each hour of unused sick leave between 480 hours and 960 hours (i.e., a potential total of 480 hours) for 40 hour Employees and Employees paid pursuant to the first sentence of the last paragraph of this Section, or one-half pay for each hour of unused sick leave between 720 hours and 1440 hours (i.e., a potential of 720 hours) for 50.4 hour Employees and Employees paid pursuant to the second sentence of the last paragraph of this Section, shall be paid after the Employee retires (within 60 days) and shall not be included as part of the Employee's final average compensation for the purpose of computing retirement benefits.

So long as the present variance in work weeks for Employees in the fire fighting series exists, an Employees in the fire fighting series with a normal work week of 40 hours; shall be compensated at the time of retirement for accrued sick leave at the rate of 1.5 hours for each hour of accrued sick leave standing to his credit. So long as the present variance in work weeks for Employees in the fire fighting series exists, an employee in the fire fighting series who has been appointed to a position with a work week of 40 hours after June 8, 1987, shall be compensated at the time of retirement for accrued sick leave at the rate of one and one-half (1.5) times the hours of accrued sick leave standing to his credit and shall be paid at an

hourly rate that is equal to his annual salary as set forth in the compensation schedule divided by 2621, subject to the limitation set forth above, relative to 50.4 hour Employees (i.e., the basis for payment shall be 720 hours plus one-half pay for each hour of unused sick leave in excess of 1440 hours).

Section 7. DEATH.

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

Section 8. BALANCES.

No sick leave balance as shown on the "Request for Leave" slip or paycheck stub will be subject to challenge by an Employee for a period that covers more than twelve (12) months prior to the date of the challenge.

Section 9. PART TIME EMPLOYEES.

Part time Employees who, at the time of employment are employed for less than a normal work week and part time employees who are subsequently regularly scheduled to work less than a normal work week, shall earn and be credited with sick leave on the basis of the provisions set forth above.

Section 10. MATERNITY LEAVE.

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

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

Section 11. ADOPTION.

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

ARTICLE 26
MEDICAL EXAMINATION

Section 1.

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

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

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

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

Section 2.

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

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

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

ARTICLE 27
LEAVE TIME BALANCES

Section 1. CHANGE IN WORK WEEK.

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

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

Section 2. NON-FORFEITURE OF ANNUAL.

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

ARTICLE 28
BEREAVEMENT LEAVE

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

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

days following the date of death or coinciding with committal service for 40 hour personnel.

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

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

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

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

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

ARTICLE 29 EDUCATIONAL LEAVE

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

Hourly rate Employees who are representatives of the Employer may have attendance at inter-state technical or professional conventions, work shops, institutes, etc., financed in full or partly by the Employer. Such representation should be conducted on a rotation basis within the complete department for qualified

personnel. Application must be made to the appropriate departmental head and approved by the Director of Labor Relations.

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

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

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

ARTICLE 30 REQUEST FOR LEAVE

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

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

Request for leave of absence should be filed in writing prior to the beginning of the period of leave, but if this is impossible because of emergency

conditions which arise, notification to the department by telephone may be made and the request for leave filed immediately upon the Employee's return to duty.

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

ARTICLE 31 MILITARY SERVICE

Section 1. ARMED SERVICES.

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

Section 2. RETURNED VETERANS.

Returned veterans, except probationary Employees, who have been in the armed services of the United States, under military leave from the City of Flint shall, for the purpose of compensation and step increases, be given credit for the time served in said armed service the same as though the said time was served in the employ of the City of Flint, subject to limitations prescribed by law.

Section 3. SICK LEAVE, VETERANS.

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

Section 4. PROBATIONARY EMPLOYEES, VETERANS.

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

ARTICLE 32
MILITARY RESERVE LEAVE - COMPENSATION

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

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

Upon return from military reserve leave, and prior to any payment of military reserve leave pay authorized herein, the Employee shall furnish his department head with a letter from his commanding officer showing the period the Employee was on active duty as part of an activated reserve unit, and the total pay

and allowances made to the Employee by the State of Michigan or other governmental authority for such service.

ARTICLE 33
SENIORITY

Section 1. DEFINITIONS.

(A) City Seniority.

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

(B) Departmental Seniority.

Date an Employee joined the Fire Department without regard to time lost without pay, except as specifically provided. Departmental seniority, in the Fire Fighters Series, shall be used for promotion to Apparatus Operator and Second Driver, shift preference for Alarm Dispatcher, and vacation schedules in station and educational leaves as authorized by this Agreement. For purposes of this section, time spent by an employee in fire alarm dispatcher, mechanic, maintenance or clerk classifications shall not be considered as seniority in the fire fighting series. An Employee's departmental seniority date shall be adjusted for time lost without pay as a result of disciplinary action, but for all other time lost without pay, said departmental seniority date shall be adjusted only after the accumulated time lost without pay totals 15 days. At such time as time lost without pay totals 15 days, said departmental seniority shall be adjusted for all time not paid and all subsequent time not paid.

(C) Classification Seniority.

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

Classification seniority shall be used for layoffs and provisional appointments.

(D) Ties.

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

(E) General.

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

Section 2. COMPUTATION.

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

- (a) Military reserve and Union business leaves;
- (b) While receiving benefits under the Workers' Disability Compensation statute and not on lay off.

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

Seniority standing to an employee's credit on the last day preceding the commencement of the first payroll period beginning after the effective date of this agreement will be converted to service credits as follows:

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

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

Section 3. LOSS OF SENIORITY - TERMINATION.

An Employee shall lose his seniority for the following reasons:

- (A) He quits or retires.
- (B) He is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
- (C) He fails to report for work within five (5) days from the date of the mailing or telegraphing of the notice of recall from layoff, notice of said recall from layoff to be by telegram or certified mail to the Employee's last known address. The City may, in its discretion, make an exception to this return to work within five

(5) days rule when it believes it is warranted by the circumstances. Such discretion shall not be arbitrary or capricious.

(D) If an Employee is laid off for a continuous period equivalent to the length of his City seniority.

(E) A 24 hour Employee is absent for any two (2) consecutive 24 hour working days without properly notifying the Employer. An eight (8) hour Employee is absent for any three (3) consecutive working days without properly notifying the Employer. Because of his unreported absence, the Employee is considered to have resigned (voluntary quit) and is no longer in the employ of the City of Flint. In proper cases exceptions shall be made upon the Employee producing convincing proofs of his inability to give such notice.

ARTICLE 34 LAYOFF AND RECALL

Section 1. PROCEDURE.

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

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

result of layoff, he/she shall receive "add-on" classification seniority which shall be defined as the length of continuous employment from the Employee's last date of promotion into the classification to which the Employee is bumped downward to and including continuous employment in any higher classification. Said Employee shall receive the wage rate of the applicable wage grade within the classification assumed.

Section 2. NOTICE.

The City will give fifteen (15) calendar days written advance notice to the affected Employee of any layoff.

Section 3. RECALL.

Employees will be recalled in the reverse order of layoff. In accordance with Article 33, Seniority, Section 3(C), failure to report to work within five (5) days will be considered a voluntary quit.

ARTICLE 35
PROVISIONAL APPOINTMENTS

Section 1. PROVISIONAL APPOINTMENTS - EXISTING ELIGIBILITY LIST.

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

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

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

Section 3. PROVISIONAL APPOINTMENT TO FILL TEMPORARY VACANCY.

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

Section 4. PROBATIONARY PERIOD.

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

Section 5.

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

ARTICLE 36
CIVIL SERVICE

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

ARTICLE 37
PERSONNEL EXAMINATIONS

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

An examination shall include both the written and oral portions of a single examination procedure, but not to exceed two (2) days for one (1) exam. Examinations administered during hours in which the Employee is not scheduled to work shall be taken at the option of the Employee without debit or credit to his hours of service.

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

ARTICLE 38
GRIEVANCE PROCEDURE

Section 1. GENERAL.

A. Except as otherwise provided in this Agreement, the grievance procedure shall serve as the exclusive means for the settlement of a dispute arising under a specific Article and Section of this Agreement, or (subject to Article 39, Work Rules) a violation of a past practice or department rules provided that on matters involving suspensions of 29 days or longer and discharges, an Employee may elect to either process a grievance in accordance with this Article or submit the matter directly to the Civil Service Commission, provided it is understood that whichever avenue is elected will bar proceedings or relief under the other avenue. All other disputes or grievances involving questions of contract interpretation of specific provisions of this Agreement shall be processed under this Article as the exclusive remedy and shall not be subject to appeal to the Civil Service Commission. If any such grievance arises during the term of this Agreement, such grievance may be submitted to the following grievance procedure as outlined in Section 2 of this Article.

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

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

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

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

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

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

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

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

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

Section 2. PROCEDURE.

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

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

signed the tentative grievance resolution. If the grievance resolution is disapproved, the department head shall state why.

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

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

Step 2. If the Step 1 meeting did not satisfactorily resolve the grievance, or if no Step 1 meeting was held within the three (3) days as required, the Employee and/or the Union shall submit the grievance in writing on a form provided by the Union to the department head within ten (10) days of when the meeting should have been held, or, if a grievance resolution in Step 1 was disapproved, within ten (10) work days of disapproval. The written grievance shall: state the facts giving rise to the grievance; state the names of the Employees involved; identify all of the provisions of this agreement alleged to be violated by appropriate reference; state the contentions of the Employee and of the Union with respect to these provisions; indicate all relief requested; identify the date and name of the immediate supervisor to whom the grievance was presented by the Employee at Step 1; identify the date and persons present at the Step 1 meeting; and, be dated and signed by the aggrieved Employee(s).

The department head shall answer the grievance in writing within ten (10) days. The department head or the Union may request a meeting to resolve the grievance. If requested, the meeting shall be held within the time limits of the response due date. Should the Union and the Chief resolve the grievance, such resolution shall be subject to written approval by the Director of Labor Relations or his/her designee. On the day of such tentative resolution, the parties shall reduce to writing the facts giving rise to the grievance, the name of the involved Employee(s), the recommended final resolution of the grievance, the Article(s) of the Agreement relied upon for settlement, and the parties shall sign the written resolution. The written tentative resolution shall then be presented to the Director of Labor Relations or his/her designee within two (2) days. Within three (3) days the Director of Labor Relations or his/her designee shall approve or disapprove the tentative grievance resolution in writing directed to those who signed or should have signed the tentative grievance resolution. If the grievance resolution is disapproved, the Director of Labor Relations or his/her designee shall state why.

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

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

Step 4. If the grievance is not resolved at Step 3 of the grievance procedure, and if it involves an alleged violation of a specific Article and Section of the Agreement, either party may, at its option, submit the grievance to arbitration by written notice delivered to the Director of Labor Relations or the Union President as the case may be. Such notice shall be presented within ten (10) days after receipt of the Director of Labor Relations' answer in Step 3, or, if the Director of Labor Relations fails to submit his answer within the prescribed time limits in Step 3, within fifteen (15) days after the due date of the Director of Labor Relations' answer.

Such notice shall identify the provisions of the agreement allegedly violated, shall state the issues involved, and the relief requested.

If no such notice is given within the prescribed period, the City's last answer shall be final and binding on the Union, the Employee(s) and the City.

Within five (5) days of receipt of the notice of arbitration, the Union President or his designee and the Director of Labor Relations or his/her designee shall try to mutually agree to an arbitrator. Should the parties be unable to mutually agree to an arbitrator, the parties shall within five (5) days of receipt of the notice of arbitration meet and select an arbitrator at random from among the following:

Alan Walt
Keith Groty
Jack Stieber
Richard Kanner

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

Arbitration Rules

1. Disclosure By Arbitrator Of Disqualification. Prior to his accepting his appointment, the prospective neutral Arbitrator shall disclose any

circumstances likely to create a presumption of bias or which he believes might disqualify him as an impartial Arbitrator. Upon receipt of such information, the Arbitrator shall immediately disclose it to the parties. If either party declines to waive the presumptive disqualification, the vacancy thus created shall be filled in accordance with the applicable provisions of these Rules.

2. Vacancies. If any Arbitrator should resign, withdraw, refuse or be unable or disqualified to perform the duties of his office, the Arbitrator shall declare the office vacant. Vacancies shall be filled in the same manner as that governing the making of the original appointment, and the matter shall be heard or reheard by the new Arbitrator.

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

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

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

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

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

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

7. Inspection. Whenever the Arbitrator deems it necessary, he may make an inspection in connection with the subject matter of the dispute after written notice to the parties who may, if they so desire, be present at such inspection.

8. Waiver of Rules. Any party who proceeds with the arbitration after knowledge that any provision or requirement of these Rules has not been

complied with and who fails to state his objection thereto in writing, shall be deemed to have waived his right to object.

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

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

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

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

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

14. Reopening Of Hearings. The hearings may be reopened by the Arbitrator on his own motion, or on the motion of either party, for good cause shown, at any time before the award is made, but if the reopening of the hearing would prevent the making of the award within the specific time agreed upon by the parties in the contract out of which the controversy has arisen, the matter may not be reopened, unless both parties agree upon the extension of such time limit. When no specific date is fixed in the contract, the Arbitrator may reopen the hearings, and the Arbitrator shall have thirty (30) days from the closing of the reopened hearings within which to make an award.

Section 3. JURISDICTION AND POWER OF ARBITRATOR.

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

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

Section 4. ARBITRATION PROCEDURE.

At the time of the Arbitration Hearing, both the City and the Union shall have the right to examine and cross-examine witnesses. Upon request of either the City or the Union, or the Arbitrator, a transcript of the hearing shall be made. At the close of the hearing, the Arbitrator shall afford the City and the Union a reasonable opportunity to furnish Briefs.

Section 5. COST OF ARBITRATION.

Each party shall pay its own costs of processing grievances through the grievance and arbitration procedure. The fee of the Arbitrator, his travel expenses, and the cost of any room or facilities and the expenses of the arbitration shall be borne equally by the parties. The expense of a stenographer and/or a transcript, if any, shall be borne by the party requesting it or equally among the parties requesting if more than one party requests it. The fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring the same. Provided, however, the wages of the aggrieved Employee, and two (2) Union officials who are members of the classified service employed by the City, and two (2) witnesses who are members of the classified service, employed by the City, for time spent in arbitration, if that time is during the Employee's regularly scheduled work hours shall be paid by the City. In no event will overtime be paid for such appearances.

Section 6. FINALITY OF ARBITRATOR'S DECISION.

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

ARTICLE 39
WORK RULES

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

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

ARTICLE 40
ADDRESS AND PHONE NUMBER

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

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

Section 3. The residence address and telephone number of Employees shall be held in strict confidence and will not be released to anyone except Administrative officers of the City without the permission of the Employee, and then only by the Chief or his designee.

ARTICLE 41
UNIFORMS AND PROTECTIVE CLOTHING

If any Employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective

clothing, or protective device shall be furnished to the Employee by the Employer; the cost of maintaining the uniform or protective clothing or device in proper working condition (including tailoring, dry cleaning, and laundering) shall be paid by the Employer.

The City shall provide uniforms, cleaning of uniforms, and maintenance of uniforms up to a maximum of \$64,350.00 for the entire Fire Department per year for fiscal years 1994-1995, 1995-1996, and 1996-1997. This amount is to be used for uniforms only, and shall not be construed so as to include protective clothing or protective devices.

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

ARTICLE 42 EMERGENCY MEDICAL TECHNICIAN TRAINING

Fire fighters hired, or employees who become fire fighters on or after January 24, 1977, shall, as a condition of continued employment, secure and maintain a current Emergency Medical Technician license (EMT) issued by the State of Michigan. Provided, however, employees, who have accumulated eight (8) years of departmental service, or ten (10) years have elapsed since their date of hire, whichever comes later, have the option of dropping their EMT License. This option may be exercised provided that in no event will the department have less than 65 employees with EMT (basic or advanced) licenses in classifications below that of second driver. Employees desiring to exercise this option shall provide at least six (6) months notice to the City. If more employees request to exercise this option than are able to because of the 65 employees rule, the employee(s) with the most seniority in the fire fighting series will be allowed to leave first. If, in order to maintain the required 65 employees, employees who have previously exercised their option to drop the EMT license have to relicensed, the employee(s) with the least seniority in the fire fighting series will be required to renew their licenses. It is understood that no employee will be released from the program unless the Department has at least 65 employees, with EMT licenses in classifications below that of second driver, remaining after the employee is released. For purposes of this section, the Quartermaster will be considered equal to a second driver.

In the event employees are required to re-license as an EMT to meet the minimum requirement of 65 EMTs, such employees will be notified and the Department will arrange for training. Such employees will be treated on the same basis as set forth in Article 42, Emergency Medical Technician Training. Such as

employee will no longer be required to maintain his/her EMT license upon the Department again being above the minimum requirement of 65 licensed EMTs who are not on layoff.

Fire fighters shall enroll and satisfactorily complete a course at Mott Community College entitled "Basic EMT", or a similar course as chosen by the Employer, and qualify through testing for an EMT License from the State of Michigan. The Employer shall pay the tuition for such course, the license fee established by the State of Michigan, and release the Employee, without loss of pay or benefits, from his regularly scheduled work shift to the extent necessary to allow attendance for the regular class schedule for the course to a maximum of one hundred twenty (120) hours; and in addition said Employee shall be released without loss of pay or benefits, from his regularly scheduled work shift to the extent necessary to participate in the testing procedure established by the State of Michigan as a prerequisite to the issuance of an EMT License by the State. No additional benefits shall accrue or be payable as the result of attendance at the classroom instruction or testing procedure.

Any fire fighter who fails to receive a satisfactory grade for the course or who does not qualify through testing for an EMT License from the State of Michigan shall be required, at his own expense, to repeat the Basic EMT course at MCC or a similar course as chosen by the Employer and/or testing procedure of the State. Such Employee may be released from his regularly scheduled work shift to attend classes and/or testing with the said time off to be charged to the Employee's accrued annual leave.

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

Tuition costs for any refresher course required by and of the Employer's choosing prior to renewal of an EMT License shall be borne by the City, provided, however, that any Employee hired on or after January 24, 1977, who fails to receive a satisfactory grade for said refresher course shall be required to repeat and satisfactorily complete said course at his own expense.

Fire fighters hired prior to January 24, 1977, may be authorized to participate in the classroom instruction and/or testing procedure, with the cost of the

tuition only to be borne by the City on not more than one occasion per Employee, per renewal.

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

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

ARTICLE 43

ADVANCED EMERGENCY MEDICAL TECHNICIAN (PARAMEDIC)

Section 1. GENERAL.

The Medical Coordinator will be the coordinator for the Advanced EMT (Paramedic) program.

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

Section 2. SELECTION PROCEDURE.

Applicants for Advanced Emergency Medical Technician (Paramedic) Training shall be selected on the basis of the results of testing for basic reading skills and basic EMT knowledge, an evaluation of job performance and the operational needs of the department.

Section 3. MAINTAINING ADVANCED EMT (PARAMEDIC) LICENSE

If at the date of hire the employee holds a valid "State of Michigan Advanced Emergency Medical Technician (Paramedic)" license or, after employment with the department the employee is enrolled in and passes an Advanced EMT (Paramedic) course at the expense of the Flint Fire Department and receives the advance EMT (Paramedic) license, the employee(s) shall be required to maintain the Advanced EMT (Paramedic) license for a minimum of three (3) years and work as a paramedic when and as assigned by the Department.

If the employee elects to continue in the Advanced EMT (Paramedic) program after the initial mandatory three (3) years, it will be for a one (1) year extension for each occasion. At least thirty (30) days prior to the expiration of

his/her license, the paramedic shall submit written notice to the Fire Chief whether the Paramedic has elected to renew his Paramedic license and his/her participation in the program for an additional one (1) year period.

Section 4. TRAINING.

A. Initial Training

The Employee will be released, without loss of pay or benefits, from his regularly scheduled work shift to the extent necessary to participate in the training program. Employees will work on their scheduled workdays which fall on Saturday or Sunday. Employees must attend all scheduled class work.

B. Continuing Education

Program participants who submit a notice of renewal in the program under Section 3 above, shall participate in Continuing Education classes as designated by the State. Employees may be required to attend Department conducted courses as they are made available.

The Employee will be released, without loss of pay or benefits, from his regularly scheduled work shift to the extent necessary to participate in the training program.

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

Should the employee fail to obtain the initial or renewal Advanced Emergency Medical Technician (Paramedic) license, the employee will be given one (1) year from the completion of the paramedic course to obtain the required license. If an employee fails to secure the license or renewal license during this period, he shall reimburse the City of Flint for the cost of tuition.

Section 5. During the initial sixty (60) days under the initial training program under Section 4A, above, the employee may voluntarily resign from the program with no obligation under Section 4C, above.

Section 6. Paramedics will be called in for overtime assignments to fill the staffing requirements of the Paramedics Program, provided that on-duty Paramedics below the rank of Sergeant will be re-assigned to the Paramedic Unit before the overtime call-in.

Section 7. Upon successful completion of the initial course and receipt of the Advanced EMT (Paramedic) license and, after three (3) years, upon successful

renewal and re-licensing for each one (1) year period, the Advanced EMT (paramedic) will receive an allowance as set forth in letters of agreement executed variously on October 12, 1992, and February 3, 1993. The allowance will not be included in base wages or final average compensation and will be treated, for all purposes, under the contract on the same basis as the food allowance.

ARTICLE 44 ON THE JOB INJURY

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

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

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

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

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

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

Light duty assignments, when made, shall be made consistent with the employee's normal work shift (24-hour day or 8-hour day) from the date the employee is placed on light duty through and including five (5) normal work shifts (including Kelley Days). On the employee's sixth (6th) normal work shift after placement on light duty, the employee shall be placed on an eight hour shift, five day work week (40 hour per week), Monday through Friday, through conclusion of the light duty assignment. The above is notwithstanding that said Employee may work a twenty-four hour shift averaging a 50.4 hour work week when performing his normal work assignment. Normal Kelley Days off shall be maintained for all types of light duty assignments.

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

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

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

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

(h) The Personnel Office will advise each of these Employees to make an appointment for an examination as to fitness for duty with the City Physician; the City Physician will evaluate the Employee and those who need an examination will be examined for possible change in status.

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

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

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

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

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

ARTICLE 45 DENTAL INSURANCE

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

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

If, during the term of this Agreement, the City shall grant to any other bargaining unit a dental plan providing benefits superior to those provided in this

Agreement, or a dental plan effective on an earlier date, said superior plan or advanced effective date shall be instituted for employees covered by this Agreement.

If, during the term of this Agreement, the City shall, as the result of collective bargaining with any other unit institute a totally new insurance benefit, said insurance benefit shall be instituted for employees of this Unit. Provided, that this shall not apply to the upgrading of any insurance benefit provided to employees of this unit, except as specifically otherwise provided herein.

ARTICLE 46 HOSPITALIZATION INSURANCE

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

(a) Coverage shall commence per terms of the "New Hire Agreement" entered into between the Employer and the insurance carrier. Effective May 1, 1995, employees electing traditional Blue Cross/Blue Shield coverage as described above shall be required to pay Fifty (\$50.00) Dollars per month toward the cost of said coverage. A payroll deduction shall be authorized by employees electing traditional coverage. Effective May 1, 1995, the existing Blue Cross/Blue Shield PPO shall be changed to the Blue Cross/Blue Shield CMM PPO with \$100/\$200 deductibles (individual, family) with an 80%/20% co-pay, \$1,000 stop loss, and a \$5.00 co-pay prescription (generic drug) rider. Employees who elect this modified PPO coverage will not be required to make any payments toward the cost of said coverage.

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

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

1. Except for employees who retire between the dates of March 1 - June 30, 1996 with a minimum of twenty (20) years of service or between the dates of March 1 - June 30, 1997 with a minimum of twenty (20) years of service, any employee who retires on or after May 1, 1995, shall be obligated to pay the same monthly cost, if any, for their selection of health care coverage available to active employees as of their date of retirement; *i.e., Fifty (\$50.00) per month toward the cost of traditional Blue Cross/Blue Shield retiree coverage or the appropriate contribution for any HMO where the cost of the HMO exceeds the cost of traditional Blue Cross/Blue Shield, until such time as the retiree has a total of twenty-eight (28) years of active employment service with the City plus years of service as a retiree in receipt of retiree health care benefits.*
2. Such coverage shall terminate:
 - a. At such time as said retiree and/or spouse and/or eligible dependent shall be covered by any other plan.
 - b. For eligible dependents at such time as a retiree who elected a straight life pension dies. It is understood that no survivorship right for eligible dependents exists unless the retiree selected the survivorship option.

- c. At such time as the eligible surviving spouse shall remarry.

Such insurance shall begin per terms of the "New Hire Agreement" as entered into between the City of Flint and Michigan Blue Cross/Blue Shield as per past practice. The coverage shall be discontinued on the last day of the premium month in which the employee's services are terminated (including layoff) for other than purposes of retirement or a leave of absence resulting from a job-related injury.

ARTICLE 47
LIFE INSURANCE

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

Employees subject to Act 312 of the Public Acts of 1969, as amended, as identified in Article 2, Section 2, one times the annual salary for a four year Fire Fighter hired prior to June 8, 1987; if this amount is not a \$1,000 multiple, it will be raised to the next \$1,000 multiple; for employees not subject to Act 312 of the Public Acts of 1969, as amended, \$18,000.00.

This insurance coverage will begin the first day of the month following the employee's obtaining six (6) consecutive months of employment. The coverage shall be discontinued on the day the employee's services are terminated, e.g., the employee quits, retires, is laid off, is discharged, or is otherwise not on the payroll. For employees who retire as the result of a permanent disability, said insurance shall be continued in force until such time as said retiree shall attain 65 years of age, or until such time as said retiree is no longer totally and permanently disabled, whichever shall first occur, at which time it shall be reduced to \$2,000.00.

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

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

ARTICLE 48
PRIOR MILITARY SERVICE CREDIT
RETIREMENT PURPOSES

Any person hereafter employed as a full time employee, may within sixty (60) days of employment, and not thereafter, elect to receive credit, for retirement purposes only, for time served in the armed forces of the United States on active duty for other than training purposes, and for which he received an honorable discharge. On a one-time only basis, and not thereafter, current employees may, within sixty (60) days from ratification (by March 24, 1995), elect to receive such retirement credit, for retirement purposes only, for time served in the armed forces of the United States as otherwise provided in this article. The maximum amount of military service for which any employee may receive credit is 36 months, and such credit shall be given only upon payment to the retirement system of a contribution computed in the following manner: Induction rate for fire fighter in effect at the time of making the election multiplied by the existing contribution rate, multiplied by the number of years of military service, with interest at the rate established by the Director of Finance, computed from the date of hire.

Said contribution shall be made in one (1) installment, payable not later than five (5) years from date of election. No credit shall be granted for any military service for which the applicant is receiving a pension or which has been used in establishing entitlement to a pension from any other source.

Said service shall not be used for the purpose of meeting minimum requirements for deferred or voluntary retirement.

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

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

ARTICLE 49
RETIREMENT

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

Section 1.

(a) Effective July 1, 1994, the multiplier used in computing retirement benefits is 2.5% of the final average compensation for all years, and fraction of a year, of credited service.

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

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

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

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

Section 2. POP-UP OPTION.

Employees, at the time of retirement, and at such time only, may elect to receive pension option "B", Joint and Survivor Pension, and option "C" Modified Joint and Survivor Pension on a "pop-up" basis. If elected, upon the divorce from, or the death of, the named beneficiary, the retirant's pension shall thereafter be paid as if the retirant had elected the straight life form of payment to be effective the month following the divorce or death. Provided, however, the actuarial tables used in calculating said Option B and C with pop-up shall be such that there be no increased cost to the City or the retirement system.

Section 3. ANNUITY WITHDRAWAL OPTION.

On or before a date to be mutually agreed on between the parties, or within thirty (30) days following permanent appointment, permanent employees may elect the option of voluntary withdrawal of his own accumulated contributions. Failure to elect this option within the specified time will preclude withdrawal of his own accumulated contributions upon retirement. A member who elects this option shall immediately thereafter have his contribution to the retirement system increased by 3.5% of the compensation paid him by the City. A member who has elected this option may at time of application for retirement choose to have 25%, 50%, 75% or 100% of his accumulated contributions returned in a single payment. The member's pension shall then be reduced by the actuarial equivalent of the accumulated contributions withdrawn as determined by the City's actuaries. The accumulated contributions for the member in the employee's savings fund shall be reduced by the amount of the single payment.

In the event a member elects the aforementioned option, upon refund of employee's accumulated contributions, the employee shall receive "Regular Interest" on his accumulated contributions. "Regular Interest" shall be defined as in Definition Section of the Retirement Ordinance, i.e., 1 per cent per annum, compounded annually.

Nothing in this Section shall be construed to prohibit an employee who elects this option from electing other applicable options provided in the Retirement Plan.

An employee who exercises the option of voluntary withdrawal of his own accumulated contributions and pays the employee contribution rate plus the additional 3.5% contribution required during his employment shall, upon change in bargaining unit, have the option of retaining this benefit regardless of whether or not this benefit is provided by his new bargaining unit. To retain this benefit the employee shall contribute an additional 3.5% of his gross compensation to the retirement system in cases where the employee is in a group that does not have the annuity withdrawal option. If the employee's new group has the annuity withdrawal option, the employee's contribution shall be that as required by his new group. The employee may also elect to forego his right to an annuity withdrawal option. In such a case the employee forfeits the right to withdraw his own accumulated contributions and shall not be entitled to a refund of any excess contribution made by him for such option during the period of his entitlement thereto. A new employee who contributes to the retirement system who forgoes the right to the annuity withdrawal option shall not have his contribution increased by 3.5% of his gross compensation.

The election to retain or to forego the annuity withdrawal option shall be in writing to the Retirement System not later than six months after the employee is no longer represented by this Union.

Section 4. ADMINISTRATION OF THE RETIREMENT SYSTEM.

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

Section 5. PENSION PICK UP PLAN.

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

(1) The City shall pick up the employee contributions required of Fire Department employees for all compensation earned after the effective date of this provision. The contributions, so picked-up, shall be treated as Employer contributions in determining tax treatment under the United States Internal Revenue Code. Employee contributions picked-up by the City, pursuant to this provision, shall be treated for all other purposes, in the same manner and to the same extent, as employee contribution made prior to the effective date of this provision.

(2) The effective date of this provision shall be the date of IRS approval. These employee contributions so picked-up shall not be included in gross income for tax purposes until such time as they are distributed by refund or benefit payment.

(3) With respect to the Plan Amendment and the "pick-up" of employee pension contributions set forth above, it is expressly understood and agreed as follows:

(a) The plan amendment is being adopted only for the purpose of allowing employees to take advantage of IRS Code provisions which permit governmental employees to tax shelter their pension plan contributions.

(b) Salary before reduction for contribution will continue to serve as the basis for determining the amount of salary related fringe benefits, including retirement benefits.

(c) The City will maintain information which will permit identification of the amount of employee contributions made before and after the plan amendment. This is necessary in order to determine the extent to which a pension plan distribution is taxable income to the employee at the time the distribution is received.

(d) The plan amendment is being accomplished by local agreement rather than a change in State law.

The effect of this provision is that each fire fighter's compensation shall be reduced by the amount of the pension contribution which would otherwise be required of a fire fighter employee under the provisions of the retirement system and the City will contribute this compensation reduction to the retirement system. The compensation reduction is to be considered a part of each fire fighter employee's compensation for purposes of determining the contribution which would otherwise be required of a fire fighter employee under the provisions of the retirement system.

It is the intention of this provision that the above described contributions be treated as "picked-up" by the City for purposes of Section 414(h)(2) of the Internal Revenue Code of 1986, in that the two criteria for such treatment are satisfied:

(1) The City hereby specifies that the above-described contributions, although specified as employee contributions under the retirement system, are being paid by the City to the retirement system in lieu of contributions by the Fire Fighter employee, and

(2) the Fire Fighter employee does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the City to the retirement system.

Accordingly, it is the intention of the City and the Union that each Fire Fighter employee may, pursuant to Section 414(h)(2) of the Internal Revenue Code of 1986, exclude from current gross income, for federal income tax purposes, all of the contributions made by the City to the retirement system and that such contributions shall not be includible in the Fire Fighter employee's gross income until distributed or made available to the Fire Fighter employees.

ARTICLE 50
MISCELLANEOUS MATTERS

Section 1. YOUTH WORK PROGRAM.

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

Section 2. FIRE PREVENTION TICKET WRITING.

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

Section 3. "GRASS RIG".

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

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

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

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

1. The Fire Apparatus Mechanic (19-H-15), hence mechanic, highest on the eligibility list for Fire Apparatus Supervisor, will assume the duties of the Fire Apparatus Supervisor.
2. For those hours actually worked that are equal to or in excess of one normal work shift (eight hours) during which the Fire Apparatus Mechanic assumes the duties of the higher level, he shall be paid at the hourly rate for the higher level as though he were a Fire Apparatus Supervisor.
3. The hours paid in accordance with paragraph 2 above shall be limited to those hours worked on the Fire Apparatus Supervisor's normal work shift.

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

Section 5. EMS DRIVER ASSIGNMENTS AND PAY.

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

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

Section 6. RECORD OF COUNSELING.

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

Section 7. TRAVELING MILEAGE ALLOWANCE.

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

Section 8. ALARM ROOM TRAINEES.

Future employees hired as fire alarm dispatch trainees shall be promoted to fire alarm dispatcher after successfully completing a twelve (12) month probationary period.

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

- a. For those hours actually worked that are equal to or in excess of one normal work shift (eight hours) during which the Building

and Line Maintainer assumes the duties of the higher level, he shall be paid at the hourly rate for the higher level as though he were a Building and Line Maintainer Supervisor.

- b. The hours paid in accordance with paragraph "a" above shall be limited to those hours worked on the Building and Line Maintainer Supervisor's normal work shift.
- c. Payment of wages at the higher level shall not affect any other pay or benefit due the Building and Line Maintainer as the result of his assuming supervisory duties.

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

ARTICLE 51 PAYMENT IN LIEU OF INSURANCE

The City will pay to eligible employees, under the conditions herein, an annual amount in lieu of insurance coverage. All payments shall be for the twelve (12) billing periods immediately prior to December 1. The payment shall be made as an adjustment to a regular pay check, and only those employees who are entitled to a regular pay check the first day in December shall be entitled to the payment in lieu of insurance coverage.

Any employee who is eligible for hospitalization insurance, at City expense, pursuant to the Article entitled "Hospitalization Insurance", but who elects not to be covered by said insurance, shall be entitled to a payment of \$50.00 per billing period for any billing period during which hospitalization insurance was not provided for said employee at City expense. Any election by an employee not to be covered by such hospitalization benefits must be in writing, is to be renewed annually, and is conditioned upon the employee demonstrating hospitalization benefit coverage from another source.

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

ARTICLE 52
SAFETY AND HEALTH COMMITTEE

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

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

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

ARTICLE 53
UNION RIGHTS

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

ARTICLE 54
MANAGEMENT RIGHTS

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

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

ARTICLE 55
OPTICAL BENEFITS

Effective July 1, 1987, the Employer shall provide regular full time permanent employees, following the successful completion of the required probationary period for new employees, optical benefits subject to the terms and conditions provided in the agreement with the carrier.

In general, this benefit will provide optical examinations, lenses and frames every 24 months for the employee and dependents; full coverage for necessary contact lenses, \$80.00 cosmetic contact lens allowance; with deductibles of \$0 for exams and \$10.00 for materials; and, set pre-deductible allowances for non-panel providers.

ARTICLE 56
RESIDENCY

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

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

ARTICLE 57
FIRE PREVENTION BUREAU

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

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

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

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

These rates will receive the general pay increases thereafter.

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

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

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

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

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

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

classification seniority (as a F.P.I./Sgt). and be a Fire Prevention Inspector certified by the State of Michigan.

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

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

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

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

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

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

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

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

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

12. In the future, it is anticipated that there will be a sufficient number of State certified Fire Prevention Inspectors, not including the Fire Marshal, for standby assignment and arson investigation. At such time the Fire Marshal shall not be placed on the standby rotation, nor shall be called in on overtime unless deemed necessary by the Chief of his designee. The Chief shall advise the Fire Marshal of his removal from the standby arrangement in writing at least 28 calendar days in advance.

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

probationary period and the employee shall be returned to the rank from which he came.

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

ARTICLE 58
FITNESS FOR DUTY

See attached Appendix D.

ARTICLE 59
PROMOTIONS

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

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

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

A. Passing Score. The passing score on all examinations shall be a raw score of 70%. There shall be no "flexing" of passing scores.

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

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

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

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

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

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

H. Promotions to Fire Sergeant and Fire Lieutenant.

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

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

First examination after ratification of the agreement: five (5) years of seniority in the relevant division by January 1, 1995.
Subsequent examinations: five (5) years of seniority in the relevant division by

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

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

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

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

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

I. Promotions to Captain.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4). Order of placement on the promotional list is based upon a total score consisting of the Employee's passing assessment center score

plus the Employee's seniority points. Promotions to Primary Captain/Battalion Chief or Safety Training Officer shall be based upon the Rule of Three.

K. Promotions to Assistant Chief.

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

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

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

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

L. Deadline for Meeting Educational Requirements.

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

M. Tuition Reimbursement for Educational Requirements.

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

ARTICLE 60
WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 61
SEPARABILITY AND SAVINGS CLAUSE

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

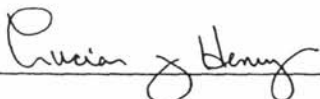
ARTICLE 62
TERMINATION

The terms of this Agreement shall be for a period of three (3) years from and after July 1, 1994.

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

Dated at Flint, Michigan, the 6th day of FEBRUARY, 1997.

CITY OF FLINT

BY 

BY _____

BY _____

BY _____

FLINT FIRE FIGHTERS UNION, LOCAL 352

BY Joseph P. Foust

BY Michael D. Moorey

BY _____

BY _____


LETTER OF UNDERSTANDING
INSURANCE PREMIUMS

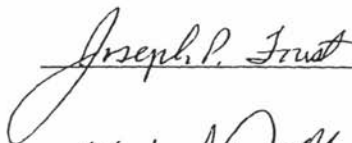
While the contract refers to the City's obligation to pay premiums to provide certain insurance (to wit- life, hospitalization, dental and optical), in fact the City is self-insured on some of these benefits. Therefore, it is understood that the City is obligated to provide the coverage and benefits outlined in the agreement, but that this does not the require the City to pay premiums for insurance contracts as such.


Dated: 6 FEB 97

FOR THE CITY

FOR THE UNION







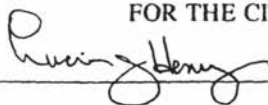
LETTER OF UNDERSTANDING
RECLASSIFICATIONS

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

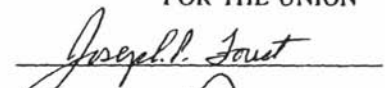
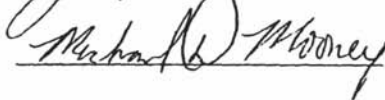
1. Fire Marshal will be reclassified as Deputy Chief with a rate to be negotiated by the parties between that of the current Fire Marshall position and Assistant Chief.
2. Assistant Training Officer will be reclassified as Medical Coordinator, with a rate of \$1,200 above the rate currently set for Assistant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

Dated: 6 FEB 97

FOR THE CITY



FOR THE UNION

LETTER OF UNDERSTANDING

FIRE MANAGEMENT AND LOCAL 352 HAVE AGREED UPON THE FOLLOWING CHANGES AND CONDITIONS:

I. Committed Paramedics:

- A. Those paramedics who are part of the department's required 65 EMS personnel; and
- B. who are in their first three (3) years of fire department paramedic program; or
- C. who have renewed their paramedic license and/or are eligible to receive the \$1,000.00 participating allowance on their licensing anniversary date.

II. Non-committed Paramedics:

- A. Paramedics who remain part of the department's required 65 EMS personnel and upon completion of the initial mandatory three (3) years of the department's paramedic program and have not recommitted.
- B. Required continuing education credits will apply per Article 43, Section B, of the Union contract.

III. Non-Committed Paramedic Functions:

- A. The City will only assign non-committed paramedics such paramedic duties when:
 - 1. Paramedics would have to be called in on overtime to sufficiently staff the Alpha units; or
 - 2. In the absence of committed paramedics; or
 - 3. In the case of an emergency.

4. Non-committed paramedics when assigned to an Alpha unit shall be paid a stipend equal to driver's pay, two (2) hours for each hour assigned.

B. Non-committed paramedics will be treated as EMT's except as otherwise provided.

IV. Numbers of Paramedic Units:

A. The City will not operate a second paramedic unit on a daily basis unless there are a minimum of eleven (11) committed paramedics.

B. The City will not operate a third paramedic unit on a daily basis unless there are a minimum of eighteen (18) committed paramedics.

C. The City will not operate a fourth paramedic unit on a daily basis unless there are a minimum of twenty-four (24) committed paramedics. (i.e., Special Events....applicable to A, B, and C)

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

V. EMS Driver Positions/Responsibilities:

A. Permanent EMS driving positions will be eliminated, and assigned daily.

B. Driver assignments for EMT's or Advanced EMT's will continue to be made according to the most senior person assigned to the unit on a given day. Management may assign a lower seniority EMT to drive an Alpha unit in lieu of a more senior paramedic, in which case, both the EMT and the more senior paramedic will receive a \$15 stipend per day assigned, to be pro-rated for assignments of less than a full day. A paramedic who is less senior than the EMT who is driving an Alpha Unit will not receive the stipend.

C. Drivers will be responsible for the rig to which they are assigned (cleaning, stocking, general maintenance, care of equipment, reporting of needed repairs and driving), in accordance with the State of Michigan Department of Public Health and the Genesee County Medical Control Authority protocols and the rules and regulations of the Flint Fire Department. It is expected that some of the duties of the EMT's and the Advanced EMT's will overlap. EMS personnel will work to assist each other in their respective duties as much as possible.

Employees responsible for patient care (i.e., rides in the back of the ambulance) are responsible for patient run reports. Paramedics are responsible for their ALS/advanced equipment and supplies.

VI. Manning of Alpha Units:

Alpha units will be manned with one EMT and one committed paramedic or as otherwise provided.

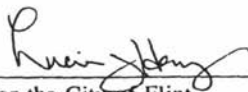
VII. Station and Driving Assignments:

- A. All committed paramedics will be stationed at a station either with an Alpha unit or a non-EMS unit. Committed paramedics will not be assigned to a basic unit unless there are no other EMT's on duty who could be reassigned to ride the basic unit and provided the Department is not in an overtime situation where an EMT could be called in to staff the basic unit.
- B. Non-committed paramedics will be assigned to a non-Alpha unit station.

VIII. Rotation/Overtime:

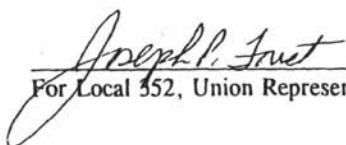
- A. Each station operating a medical unit (Alpha or Bravo) will have a mandatory rotation of EMS personnel.
- B. After evaluation of the current rotation, the following changes to mandatory rotation will occur, as follows:
 - 1. Rotation of paramedic personnel will be in effect by March 1, 1993.
 - 2. Rotation of other EMS personnel will be in effect by April 1, 1993.
 - 3. When on overtime, EMS personnel will ride where and as needed independent of any rotation.
 - 4. In non-emergency cases where non-officers are to be called in on over-time and there is not a sufficient number of committed paramedics on duty, the department will first attempt to call in committed paramedics to meet the paramedic operational needs.

- IX. EMS units will be dispatched per fire department policy and patient care provided per the State of Michigan Department of Public Health and the Genesee County Medical Control protocols.
- X. This agreement is in effect as stated above, and shall also be incorporated into the next collective bargaining agreement between both parties.
- XI. The City shall have the unlimited right to determine whether or not to have one paramedic unit, two paramedic units, or no paramedic unit in service, on a daily basis.



For the City of Flint

For the Flint Fire Department



For Local 352, Union Representative

For Local 352, Union Representative

6 FEB 97

Date

LETTER OF UNDERSTANDING

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

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

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

- a) At such time as the employee reports to work with a proper proof of illness, if required by the department, he shall no longer be charged for sick leave.
- b) The employee may be required to be examined by the City physician while on duty without charge to his sick leave accumulation.
- c) If the City physician determines the employee has not sufficiently recovered to perform his normal duties, the employee shall be placed on sick leave effective with such determination.

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

Dated: July 24, 1984

David E. Hall
For the Union

Thomas Bugbee
For the City

LETTER OF UNDERSTANDING

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

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

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

Dated: July 24, 1984

David E. Hall
For the Union

Thomas Bugbee
For the City

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

EMPLOYEE'S NAME: _____ CLASSIFICATION: _____ DATE: _____

THE FOLLOWING FORM MUST BE COMPLETED BY A LICENSED PHYSICIAN AND DELIVERED TO THE CITY CLINIC PRIOR TO YOUR RETURNING TO WORK. AN EVALUATION BY THE CITY PHYSICIAN MAY ALSO BE NECESSARY.

DATE: _____ PATIENT'S NAME: _____

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

for: _____

(Describe nature of illness/injury)

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

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

Physician's Signature

Address

SUPPLEMENTAL AGREEMENT

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

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

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

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

Dated: July 24, 1984

David E. Hall
For the Union

Thomas Bugbee
For the City

LETTER OF UNDERSTANDING

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

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

Dated: July 24, 1984

David E. Hall
For the Union

Thomas Bugbee
For the City

LETTER OF UNDERSTANDING

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

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

This agreement shall expire concurrent with this collective bargaining agreement.

Dated: July 24, 1984

David E. Hall
For the Union

Thomas Bugbee
For the City

SUPPLEMENTAL AGREEMENT

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

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

Dated: July 24, 1984

David E. Hall
For the Union

Thomas Bugbee
For the City

LETTER OF UNDERSTANDING

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

Charles Reeves

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

Employee Representative Pass

Date: _____

_____ authorized release from
work for _____
(Name)

_____ at _____
(Purpose)
(Destination)

Time of Departure
from Station: _____

Time of Arrival
at Destination: _____

Time of Departure
from Destination: _____

Time of Return to
assigned Station: _____

Signature of Officer On Duty

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

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

A-1

SUPPLEMENT A
OFF DUTY INJURIES

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

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

SUPPLEMENT B

MANDATORY CONTINUING EDUCATION

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

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

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

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

SUPPLEMENT C
SECOND DRIVER SENIORITY

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

LETTER OF AGREEMENT

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

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

immediately. This One Thousand Dollar (\$1,000.00) payment will be prorated after the completion of the first three years.

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

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

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

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

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

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

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

October 12, 1992
Effective Date

Harold W. Coles, II

Gary D. Bates
City of Flint

Alvin Phillips
Flint Fire Fighters Union

Paul T. Garrison
Fire Department Administration

SENIORITY ADJUSTMENT COMPUTATIONS
FOR TIME OFF WORK WITHOUT PAY

LETTER OF UNDERSTANDING

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

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

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

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

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

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

Dated: 2/26/92

For the Union

For the City

Robert L. Christenson

Tony Skowronski

Harold L. Coles

Re: Grievance No. 92-83

SUPPLEMENTAL AGREEMENT

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

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

Gary D. Bates
City of Flint

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

Dated: 10/4/93

Dated: 10/4/93

Paul T. Garrison
Fire Department

Dated: 10/4/93

Re: Grievance No. 93-10

SUPPLEMENTAL AGREEMENT

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

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

Gary D. Bates
City of Flint

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

Dated: 10/4/93

Dated: 10/4/93

Paul T. Garrison
Fire Department

Dated: 10/4/93

SETTLEMENT AGREEMENT

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

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

5/12/94

Eugene Cooper

Harold W. Coles, II
Local 352

Paul T. Garrison
Fire Department

Lucian Henry
Labor Relations

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

SUPPLEMENTAL AGREEMENT

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

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

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

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

Gary D. Bates
City of Flint

Harold W. Coles, II
Alvin Phillips
Local 352, I.A.F.F.
Dated: 11/19/93

Dated: 10/27/93

Paul T. Garrison
Fire Department

SETTLEMENT AGREEMENT

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

1. A request by an employee for union representation will be honored when an employee is being questioned by the Department and when that employee could reasonably anticipate that the questioning could lead to the discipline of that employee.
2. The Employer shall honor the Contract and the Rules and Regulations.
3. The Employer or officer representative may order an employee member of the bargaining unit to prepare reports or give statements, subject to (2) above, it being understood that any report or statement furnished by an employee pursuant to such order, standing order or rule shall be subject to the rules contained in the U.S. Supreme Court decision in the case of Garity v New Jersey.
4. Employees will not be disciplined or threatened with discipline because they exercise their right to file a grievance.
5. The written warning issued to Kenneth Harris on January 25, 1993 will be immediately removed from his record.
6. Grievance Nos. 92-84 and 93-07 and MERC Case Nos. C93 E-138, C93 E-137, and C93 E-132 will be withdrawn by the Union.
7. This agreement shall be considered a supplement to the current collective bargaining agreement.
8. It is understood that the City and its Fire Department do not, by execution of this agreement, admit that they have violated either the contract or the Public Employment Relations Act.

For the Union:

Harold W. Coles

Dated: 11/19/93

Alvin Phillips

For the City:

Gary D. Bates

Dated: 10/17/93

For the Fire Department

Paul T. Garrison

Dated: 11/12/93

SETTLEMENT AGREEMENT

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

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

Harold W. Coles, II
For the Union

Gary D. Bates
For the City

Joseph P. Foust
For the Union

Paul T. Garrison
Fire Administration

12/22/94
Date

LETTER OF UNDERSTANDING
PARAMEDICS ALLOWANCE
SUPPLEMENT TO THE LETTER OF AGREEMENT
EFFECTIVE OCTOBER 12, 1992

The parties hereby agree in full and final settlement concerning the implementation of paragraph (g) as it relates to paramedics in the parties' Letter of Agreement effective October 12, 1992 that:

The present language found in Article 43, Section 7 shall be changed to read as follows:

"SECTION 7, PARAMEDIC ALLOWANCE":

1. Allowance Form:

The Advanced EMT (Paramedic) allowance payments as provided in this Article, shall not be included in base wages or final average compensation and will be treated, for all purposes, under the Contract on the same basis as the food allowance.

2. Initial Period Allowance:

Upon successful completion of the initial course at the City's expense (where such training is pursuant to "Section 2, Selection Procedure" and "Section 4, Training, subsection A, Initial Training" of this Article) and receipt of the Advanced EMT (Paramedic) license, the employee will receive a \$450.00 allowance.

An employee, who at the date of hire held a valid Advanced EMT (Paramedic) license, that renews his Advanced EMT (Paramedic) license within the first two years of employment shall receive a \$450.00 allowance. Provided, however, such an employee who is a Fire Fighter/EMT Trainee shall not receive said allowance until promoted to Fire Fighter/EMT.

3. Secondary Allowance:

At least thirty (30) calendar days before an employee completes the initial three year period (as set forth in "Section 3, Maintaining Advanced EMT (Paramedic) License: of this Article) of participation in the Paramedic Program, he shall provide to the Fire Chief written notification of whether or not he will continue to participate in the Paramedic Program. Such notification shall be on the form provided by the Fire Department and shall be received by the Chief at least thirty (30) calendar days prior to the end of the employee's initial three year period. An employee, who at the date of hire held a valid Advanced EMT (Paramedic) license shall indicate on the form whether or not he wishes to participate in the Paramedic Program until the anniversary date of his license. Thereafter, employee shall advise the Fire Chief not later than thirty (30) calendar days prior to the anniversary date of the employee's license whether or not the employee will continue to participate in the Paramedic Program for another year. Such notice shall be on the form provided by the department.

An employee who provides written notice, as provided above, of his intent to continue to participate in the paramedic program another year (following the required three year initial period) shall be paid a \$1,000.00 allowance upon the anniversary date of the employee's Advanced EMT license. An employee, who at the date of hire held a valid Advanced EMT license, that completes the required initial three year period, and agrees to participate in the paramedic program until his license anniversary date, shall be paid a prorated allowance (ie, equal to the number of payroll periods between the end of the three year period and the anniversary date of his license divided by 26 times \$1,000¹/₄ (payroll periods between dates/26) \$1,000¹/₂).

4. Secondary Allowance Repayment:

An employee in receipt of a secondary allowance may, subject to the written approval of the Fire Chief, withdraw from participating in the paramedic program.

Said employee shall repay to the City the prorated amount of the secondary allowance the period for which he did not serve as a paramedic unless otherwise agreed to by the Fire Chief. If the Employee chooses not to repay said allowance in one lump sum, within two weeks of his withdrawal from the program, the employee shall have \$100.00 deducted from subsequent paychecks (as an authorized deduction pursuant to the terms of this agreement) until the prorated repayment is completed.

An employee, in receipt of a secondary allowance, who is promoted to a classification within the Fire Department, will only be assigned paramedic duties consistent with his classification. Provided, however, that for purposes of secondary allowance repayment he will not be considered to have withdrawn from participating in the paramedic program. All other employees in receipt of a secondary allowance who are promoted will be considered to have withdrawn with the Fire Chief's approval.

An employee in receipt of a secondary allowance who terminates employment (including retires or quits, discharge, but excluding layoff) prior to fulfilling the participation period shall repay a prorated amount for the participation period he did not serve. If the employee does not make repayment to the City prior to his leaving, said amount shall be deducted from any money due the employee from the City, including wages, payment for leave time to which the employee is entitled, remittance of employee contributions to the retirement system, or future pension payments. The City may choose to collect these payments directly from the Employee without taking said deductions. If the City chooses, any Court cost attributable to this method shall be borne by the former Employee.

Gary D. Bates
For the City

Paul T. Garrison
For Flint Fire Department

Harold W. Coles
For Local 352, Union Rep.

Alvin Phillips
For Local 352, Union Rep

signed 2/3/93

ARTICLE B

Sec. 1. DEFINITIONS. The following words and phrases as used in this article, unless a different meaning is clearly required by the context, shall have the following meanings:

"City" means the municipal government of the City of Flint.

"City Commission" or "commission" means the city council of the City of Flint.

"Board of Trustees" or "Board" means the Board of Trustees provided in the Retirement Plan.

"Member" means any person who is included in the membership of the retirement system.

"Service" means personal service rendered to the City by an officer or employee of the City.

"Retirement Plan" or "Plan" means Ordinance No. 625, adopted April 22, 1946, and effective April 20, 1946, as amended, and as replaced by Ordinance No. 1860 and as it might from time to time be amended.

"Retirement System" or "System" means the City of Flint Employee Retirement System.

"Credited Service" means the number of years and months of service standing at a member's credit in his service account.

"Regular Interest" in the case of a refund of accumulated contributions to member by reason of his separation from service prior to his retirement means 1 per cent per annum, compounded annually, and for all other purposes of the retirement system means 6 per cent per annum, compounded annually, effective January 1, 1975, 5 per cent per annum, compounded annually, for the period January 1, 1973 through December 31, 1974; 3.5 per cent per annum, compounded annually, for the period January 1, 1968 through December 31, 1972, and 3 per cent per annum, compounded annually, prior to December 31, 1967.

"Accumulated Contributions" means the sum of all amounts deducted from the compensation of a member and credited to his individual account in the employees' savings fund, together with regular interest thereon.

"Compensation" means a member's salary or wages paid by the City for personal services rendered by him to the City, and including workmen's compensation paid in accordance with state law and supplemental pay which may have been paid in accordance with contracts in existence between the City and recognized bargaining units and ordinances of the City of Flint.

"Final Average Compensation", in the case of members of Local 352, Firefighters, I.A.F.F., shall mean the average of the highest annual compensation paid said members during any period of 3 years of his credited service contained within his 5 years of credited service immediately preceding the date his employment with the City last terminates.

"Final Compensation" means a member's annual rate of compensation at the time his employment with the City last terminates.

"Pension" means an annual amount payable by the retirement system throughout the future life of a person, or for a temporary period, as provided in the retirement plan. All pensions shall be paid in equal monthly installments.

"Retirement" means a member's withdrawal from the employ of the City with a pension payable by the retirement system.

"Retirant" means a member who retires with a pension payable by the Retirement System and shall include a "deferred" retirement.

"Beneficiary" means any person, except a retirant, who is in receipt of or has entitlement to, a pension or other benefit payable by the retirement system.

"Insurable Interest" means any person who would suffer pecuniary loss upon the death of the second person.

"Pension Reserve" means that the present value of all payments to be made on account of any pension. The pension reserve shall be computed upon the basis of such mortality and other tables of experience, as the Board of Trustees shall from time to time adopt, and regular interest.

"Former Plan Firemen" means persons who are eligible to participate in the pension benefits provided by Section 202 et seq of the City Charter or any amendments thereto.

"Firemen Members" or "Fireman Member" means an employee of the division of Fire of the City, holding the rank of fireman, including probationary fireman, or higher rank and shall include civilian employees of the division of fire. The term "firemen members and "fireman member" shall not include (1) persons who are privately employed as firemen, nor (2) persons who are temporarily employed as firemen, during an emergency, nor (3) former plan firemen who did not elect to become members of the retirement system.

"Voluntary Retirement Age" for firemen members shall mean the age at which said fireman member acquires 23 years of credited service or attains age 55, whichever is the first to occur.

"Mandatory Retirement Age" for firemen members shall mean age 62.

Sec. 2. ESTABLISHED. The City employees retirement system, hereinafter referred to as the retirement system, is hereby established for the purpose of providing retirement allowances and death benefits for employees of the City, the hospital board under the provisions of this article which is enacted pursuant to the applicable provisions of the state law and the Charter of the City.

Sec. 3. ADMINISTRATION OF SYSTEM. The general administration, management and responsibility for the proper operation of the retirement system, and for construing and making effective the provisions of the retirement plan shall be vested in a Board of Trustees and all provisions of the retirement plan shall be vested in a Board of Trustees and all provisions herein before and hereinafter provided for shall be operative from and after July 1, 1965.

The Board shall consist of eight trustees, as follows:

- (a) A City Councilperson to be selected by the City Council; to serve at the pleasure of the Council;
- (b) Chief Administrator
- (c) Director of Finance
- (d) Director of Hurley Hospital
- (e) A policeman or fireman to be elected by the policemen and firemen members.
- (f) A presently employed general member who is not employed by the Board of Hospital Managers to be elected by the general members who are not employed by said Board.
- (g) A general member who is presently employed by the Board of Hospital Managers to be elected to the general members who are employed by the said Board.
- (h) A member who has retired from the system, elected by retirees of the system.

(i) The supervisor of the Payroll and Retirement office.

(j) The elections of trustees provided in the above paragraphs (e), (f), (g) and (h) above shall be elected at the same election and in the same manner in which the Member is elected and such Alternate Member shall serve in the absence of such regularly elected Member.

Sec. 4. TRUSTEES TERMS OF OFFICE; OATH OF OFFICE. (a) The Trustees provided for in Sec. 3(h) shall be elected in 1975 for a four year term. The term of office for Trustees provided for in Sec. 3(e), (f) and (g) serving at the time of election of the Trustee provided for in Sec. 3(h) shall be extended for one year and thereafter, the term of office for Trustees provided in Sec. 3(e), (f) and (h) shall be four years, the term of one such Trustee to expire each year. A trustee shall continue to serve until his successor has qualified.

(b) Each Trustee shall, within 10 days after his appointment or election, take and subscribe to an oath to support the constitution of the United States and the State of Michigan and to faithfully perform the duties of Trustee to the best of his ability.

Sec. 5. BOARD VACANCY; HOW FILLED. The position of Trustee shall be deemed to be vacated by a Trustee provided in Sec. 3(e), (f), or (g) if he (1) attains age 65 years during his term as Trustee, (2) leaves the employ of the City, or (3) transfers out of the division of government which he was elected or appointed to represent. If such vacancy occurs in the position of Trustee provided in Sec. 3 (e) or (f) or alternate provided in Sec. 3(i) elected to serve in the absence of the Trustee provided for in Sec. 3(e) or (f), the Chief Administrator shall fill the vacancy by appointment; if such vacancy occurs in the position of Trustee provided for in Sec. 3(g) or alternate provided for in Sec. 3(i) elected to serve in the absence of the Trustee provided for in Sec. 3(g), the Director of Hurley Hospital shall fill the vacancy. If a vacancy occurs in the position of Trustee provided for in Sec. 3(h) or alternate provided for in Sec. 3(h), by reason of physical incapacity or death of such Trustee or Alternate, the remaining members of the Board of Trustees shall fill the vacancy by appointment. Any member so appointed shall hold the office of Trustee until the next succeeding annual election, at which time the office shall be filled by election provided in Sec. 3 (i) for the unexpired portion of the term. A vacancy in the position of Trustee provided in Sec. 3(a) shall be deemed to occur if the Trustee shall cease to be a member of the City Council while serving as a Trustee, or in the event he resigns from the Board of Trustees.

Sec. 6. SAME - MEETINGS RULES OF PROCEDURE: RECORDS: COMPENSATION OF TRUSTEES. The board of trustees shall hold meetings regularly, at least one in each month, and shall designate the time and place thereof. The board of trustees shall adopt its own rules of procedure and shall keep a record of its proceedings. All meetings of the board of trustees shall be public. The trustees shall serve without additional compensation for their services as trustees.

Sec. 7. BOARD QUORUM; VOTE: Five trustees shall constitute a quorum at any meeting of the Board of Trustees. Each Trustee shall be entitled to one vote on each question before the Board and at least five concurring votes shall be necessary for a decision by the board.

Sec. 8. SAME - OFFICERS AND EMPLOYEES. (a) The board of trustees shall elect from its own number a chairman and vice-chairman.

(b) The director of finance shall be the secretary of the board of trustees and he shall serve as the administrative officer of the retirement system.

(c) The city treasurer shall be treasurer of the retirement system and the custodian of its funds. All payments from the funds of the system shall be made by the treasurer, countersigned by the director of finance, only upon a specific or continuing resolution adopted by the board of trustees authorizing such payments.

(d) The Chief Legal Officer shall be the legal advisor to the board of trustees.

(e) The board of trustees shall appoint an actuary to advise it regarding the operation of the retirement system. The actuary shall perform such other duties as are required by him under the retirement plan.

(f) The board of trustees shall appoint as medical director a physician who is not eligible for membership in the retirement system. He shall be responsible to and shall hold office at the pleasure of the board of trustees. He shall arrange for and pass upon all medical examinations required under the provisions of the retirement plan; he shall investigate all essential statements and certificates of a medical nature made by or on behalf of a member, retirant or beneficiary in connection with an application for disability or death benefits; and he shall report in writing to the board his conclusion on medical matters referred to him by the board of trustees.

(g) The board of trustees shall appoint an investment counselor who is a chartered investment counselor or a chartered financial analyst to advise the secretary and the board of trustees regarding the investment of all funds of the system.

(h) The board of trustees may employ such professional and other services as are required for the proper operation of the retirement system. The compensation for all services rendered to the Board shall be fixed by the City Council.

Sec. 9. SAME - ANNUAL REPORT: ADOPTION OF EXPERIENCE TABLES; DATA TO BE KEPT BY SECRETARY. (a) The secretary shall keep, or cause to be kept, such data as shall be necessary for an actuarial valuation of the assets and liabilities of the retirement system. The board of trustees shall render a report to the city council, on or before November 1 of each year, showing the fiscal transactions of the system for the year ended the preceding June 30; and a balance sheet showing the financial condition of the system by means of an actuarial valuation of its assets and liabilities; and such other information as the city council may request.

(b) The board of trustees shall adopt such mortality and other tables of experience as are necessary, or in its opinion advisable, in the operation of the retirement system on an actuarial basis.

Sec. 10. MEMBERSHIP OF SYSTEM: (a) The membership of the retirement system shall include all employees and officers of the City who are now or who hereafter become employed by the City, except as provided in subsections (b) and (c) of this section. Provided, however, that District Judges of the Sixty-Eighth Judicial District may elect to become members of the system.

(b) The membership of the retirement system shall not include (1) any person whose services are compensated on a contractual or fee basis, (2) any person whose compensation is less than \$1,000.00 a year, (3) any person represented by the Medical Technologist Organization at Hurley Medical Center who works less than 80 hours per month, (4) the Medical Director, (5) the Actuary, (6) members as such of multiple member boards and (7) School Crossing Guards who have attained the age of 65 years.

(c) In all cases of doubt, the Board of Trustees shall decide who is a member within the meaning of the provisions of the retirement system.

Sec. 11. FORMER PLAN FIREMEN: Any former plan fireman who, within the provisions of section 201-A of the Charter, shall elect not to be covered by the pension plan provided in section 202 to 211 of the City and to become a member of this retirement system shall be given service credit for all service rendered the City prior to July 1, 1947. He shall also, as of the date of his said election, be credited with a contribution to the employees savings fund of this retirement system in an amount equal to the aggregate amount of his contributions to the fire service pension fund provided in Section 207 of the Charter. Said employees savings fund credit shall in all respects from the date of said credit, this retirement system; except, that upon death or separation from service, the employee or his survivors or legal representative shall not be entitled to reimbursement therefore out of funds of this retirement system as would otherwise be the case under the provisions of Section 30, unless the transfer of funds above provided for has been completed. Any such former plan fireman so electing to become a member of this retirement system shall at that time irrevocably authorize and direct the director of finance to pay into this retirement system as of one day prior to such date the electing employee shall become a member of the retirement system any sum which under the terms of sections 202 to 211, of the Charter would otherwise be payable as a contribution refund to the said employee or his representative. Said payment so made shall be considered only as reimbursement to the retirement system for the employees savings fund credit above set forth.

Sec. 12. INCREASE IN BENEFITS FOR CHARTER PLAN FIREMEN. Those firemen the amount of whose pension is determined by section 203 of the (former) Charter of the City, shall receive in addition thereto, an amount which will increase the pension each year by two percent for a consecutive

ten year period, such two percent to be computed on the original pension as follows: at the end of the first year one hundred two percent, at the end of the second year one hundred four percent, at the end of the third year one hundred six percent, at the end of the fourth year one hundred eight percent, at the end of the fifth year one hundred ten percent, at the end of the sixth year one hundred twelve percent, at the end of the seventh year one hundred fourteen percent, at the end of the eighth year one hundred sixteen percent, at the end of the ninth year one hundred eighteen percent and at the end of the tenth year one hundred twenty percent.

Sec. 13. TERMINATION OF MEMBERSHIP; REINSTATEMENT OF MEMBERSHIP.

Except as otherwise provided in this retirement plan, should any member leave the employ of the City for any reason, except his retirement or his death, he shall thereupon cease to be a member and his credited service at that time shall be forfeited by him. In the event he is re-employed by the City prior to his attainment of age 62 years if he is a fireman member he shall again become a member. If his said re-employment occurs within a period of 5 years from and after the date of his last separation from City employment his credited service last forfeited by him shall be restored to his credit, subject to Sec. 30 (d). A member who becomes a retirant or dies shall thereupon cease to be a member.

Sec. 14. SERVICE CREDIT: The board of trustees shall fix and determine by appropriate rules and regulations the amount of service to be credited a member in any year: provided, that in no case shall less than ten days of service rendered in any calendar month be credited as a month of service; nor shall less than ten months of service rendered in any year be credited as a year of service, nor shall more than one year of service be credited any member for all service rendered by him in any year.

Sec. 15. CREDIT FOR TIME IN ARMED SERVICE. Should an employee who while employed by the city be called to or enters, or was called to or entered, any armed service of the United States during any period of compulsory military service, he shall have such armed service actually required of him credited him as City service; provided, that (a) he is re-employed by the City within ninety days from and after the date such armed service actually required of him terminates; (b) he returns to the employees savings fund all amounts he might have withdrawn therefrom at the time he entered, or while in, such armed service, together with regular interest thereon from the date of withdrawal to the date of repayment; and (c) in no case shall more than five (5) years of service be credited him for all such armed service rendered by him. In any case of doubt as to the period to be so credited, the board of trustees shall have final power to determine such period. During the period of such armed service and until his return to city employment his contributions to the employees savings fund shall be suspended and his balance therein shall be accumulated at regular interest.

Sec. 16. EMERGENCY EMPLOYMENT. In the public interest in time of emergency so declared by the City Council, persons of the following types employed thereunder shall be employed according to Civil Service procedure as provided for this type of employment, and shall be employed under the applicable provisions thereof.

The Civil Service Commission shall certify to the proper appointing officer of the City Department or Board involved that requisition has been made for replacement and that no eligible list can be established for the position or positions in which the said person is to be employed, proper efforts having been made for recruitment.

Any person so employed by the City may continue in the City service only such period of time until eligible list for the emergency position held by him can be established, or until his services are held to be unsatisfactory by his appointing officer, whichever period of time is shorter.

(a) EMERGENCY RE-EMPLOYMENT OF RETIRED MEMBERS. Any former member of the Retirement System, who was retired by the Board of Trustees, with or without a retirement allowance, may be re-employed with his consent. As a condition of said emergency re-employment of said former retired member by the City:

(1) He shall not again become a member of the retirement system and he shall not, in any manner, be entitled to any retirement system rights and privileges by virtue of his said emergency re-employment, and

(2) The payment of his retirement allowance, if any, granted him upon his previous retirement from service shall be suspended and shall not accrue during his said emergency re-employment, and shall be resumed immediately following the termination of his said emergency re-employment according to the same conditions, in all respects, as his said retirement allowance was originally granted; provided, that his annuity, if any, payable to him at the time of termination of his said emergency re-employment shall be recomputed upon the basis of (a) his annuity reserve at the time his said emergency re-employment began, (b) his age at the time his said emergency re-employment terminated, and (c) the option originally elected by him.

(b) EMERGENCY EMPLOYMENT OF OVER-AGE PERSONNEL. Persons who have attained an age beyond the age of compulsory retirement as provided in Sec. 18 may be employed. As a condition of said emergency employment of said over-age person by the City:

(1) He shall not become a member of the Retirement System and he shall not, in any manner, be entitled to any Retirement System rights and privileges by virtue of said emergency employment.

Sec. 17. CREDITING MEMBER'S SERVICE ACCOUNTS: The board of trustees shall credit each member's service account with the number of years and months of service to which he is entitled.

Sec. 18. VOLUNTARY RETIREMENT: A member who has attained or attains his voluntary retirement age and has 10 or more years of credited service may retire upon his written application filed

with the Board of Trustees setting forth at what time, not less than 30 days nor more than 90 days subsequent to the execution and filing thereof, he desires to be retired. Upon his retirement he shall receive a pension provided in Sec. 20.

Sec. 19. MANDATORY RETIREMENT - GENERAL MEMBER, FIREMEN MEMBER. The first day of the calendar month next following the month in which a fireman member attains mandatory retirement age, he shall be retired, provided, in either case he has 10 or more years of credited service and is neither an appointee of the City Council, an appointee of the Mayor provided for in sections 4-202 and 4-203 of the Charter of the City of Flint nor an elected officer or District Judge of the City. Upon his retirement he shall be entitled to a pension provided in Sec. 20.

Upon written request of a fireman member who has attained or attains mandatory retirement age, approved by his department head, the Board may continue such member in service for periods not to extend beyond his attainment of age 70 years.

Sec. 20. AGE AND SERVICE PENSION - FIREMAN MEMBERS: Upon his retirement, as provided in the retirement plan, a fireman member shall receive a straight life pension and he shall have the right to elect to receive his pension under an option provided in Sec. 22 in lieu of a straight life pension.

(a) His straight life pension shall be equal to the sum of 2 per cent of his final average compensation multiplied by the number of years, and fraction of a year, of his credited service not to exceed 25 years, plus 1 per cent of his final average compensation multiplied by the number of years, and fraction of a year, of his credited service which is in excess of 25 years.

(a-1) Effective July 1, 1976, in lieu of the two (2) per cent escalator as set forth in (b) below, his straight life pension shall be equal to the sum of 2.4 per cent of his final average compensation, multiplied by the number of years, and fraction of a year, of his credited service, not to exceed 25 years plus 1 per cent of his final average compensation multiplied by the number of years, and fraction of a year, of his credited service which is in excess of 25 years.

(a-2) Effective July 1, 1983, in lieu of the two (2) per cent escalator as set forth in (b) below, his straight life pension shall be equal to 2.4 per cent of his final average compensation multiplied by the number of years and a fraction of a year of his credited service.

Employees in the City of Flint Employee Retirement System who transfer into the Fire Department after July 1, 1983, and are represented by IAFF Local 352, shall receive the multiplier as set forth above only for those years employed in the Fire Department, as a Local 352 member. Such an employee's pension shall be equal to the number of years of service and fraction of a year of service times the multiplier applicable to the employee's status prior to being employed by the Fire Department, plus the years of service and fraction of a year of service as a Fire Department employee times the multiplier for this bargaining unit; this sum shall then be multiplied by the employee's final average compensation

Provided, however, the foregoing paragraph shall not apply after the transferred employee has 10 or more years of service in the Fire Department.

Entitlement to a pension and all other determinations shall be based on the employees total City Service.

(b) Pursuant to Section 11 of Act. No. 336 of the Public Acts of 1947, as amended, an agreement has been made by the members of the bargaining unit represented by Flint Fire Fighters Association, Local 352 IAFF (AFL-CIO) and the City of Flint that the pension herein provided shall be supplemented by increasing the original pension by two (2) per cent each year for ten (10) consecutive years so that the increased pension shall be equal to the following percentages based on the original pension: at the end of the first year 102 per cent, at the end of the second year 104 per cent, at the end of the third year 106 per cent, at the end of the fourth year 108 per cent, at the end of the fifth year 110 per cent, at the end of the sixth year 112 per cent, at the end of the seventh year 114 per cent, at the end of the eighth year 116 per cent, at the end of the ninth year 118 per cent, at the end of the tenth year 120 per cent.

(c) The rights and benefits provided under this ordinance for a fireman member who transfers employment to another department of the City prior to the attainment of ten years of credited service as a fireman member, shall be those provided for the position to which he transfers. In the event, a fireman member who has ten or more years of credited service as a fireman member, transfers employment to another position with the City, said member shall thereafter receive the benefits provided in this ordinance for firemen members, notwithstanding that he is thereafter employed in another department of the City.

Sec. 21. DEFERRED PENSION: Should any member who has 15 or more years of credited service leave City employment prior to his voluntary retirement age, for any reason except his death, retirement, or discharge for cause, and does not withdraw his accumulated contributions from the employees' savings fund, he shall be entitled to a pension provided in Sec. 20 if he is a fireman member, as the applicable section was in force at the time he left city employment. His said pension shall begin the first day of the calendar month next following the month in which he files his application for same with the Board of Trustees on or after his attainment of his voluntary retirement age or at such time as he would have qualified for a pension had he continued in the employment of the City. Unless otherwise provided in this retirement plan in no case shall he receive credit for the period of his absence from City employment.

Until the date his pension begins his balance in the employees' savings fund shall be accumulated at regular interest.

Sec. 22. PENSION OPTIONS: (a) Prior to the effective date of his retirement, but not thereafter, a member may elect to receive his pension as a straight life pension payable throughout his life; or he may elect to receive the actuarial equivalent of his straight life pension in a reduced pension payable throughout his life, and nominate a beneficiary, in accordance with the provisions of Option A, B, or C

set forth below. If a member does not elect an option prior to the effective date of his retirement his pension shall be paid him as a straight life pension. A straight life pension and options B and C shall be subject to subsection (b) of this section.

OPTION A. PENSION FOR 10 YEARS CERTAIN AND LIFE THEREAFTER: Under Option A, a retirant shall receive a reduced pension payable throughout his life with the provision that if he die before he has received one hundred and twenty monthly pension payments the payments shall be continued for the remainder of the period of one hundred and twenty months to such person or persons as the retirant shall have nominated by written designation duly executed and filed with the board of trustees. If there be no such person or persons surviving the said retirant such remaining monthly pension payments shall be paid to the retirant's legal representative; or

OPTION B. JOINT AND SURVIVOR PENSION: Under Option B, a retirant shall receive a reduced pension payable throughout his life with the provision that upon his death his reduced pension shall be continued throughout the life of and paid to such person, having an insurable interest in his life, as he shall have nominated by written designation duly executed and filed with the board of trustees prior to the effective date of his retirement; or

OPTION C. MODIFIED JOINT AND SURVIVOR PENSION: Under Option C, a retirant shall receive a reduced pension payable throughout his life with the provision that upon his death one-half of his reduced pension shall be continued throughout the life of and paid to such person, having an insurable interest in his life, as he shall have nominated by written designation duly executed and filed with the board of trustees prior to the effective date of his retirement.

(b) Upon the death of a retirant who is in receipt of a straight life pension, or upon the death of the survivor of a retirant and his beneficiary under an election of Option B or C provided in subsection (a) of this section, and in the event the death of the retirant, or the death of the survivor of the retirant and his beneficiary, occurs before there has been paid in pensions an aggregate amount equal to the retirant's accumulated contribution standing to his credit in the employees savings fund at the time of his retirement the difference between his said accumulated contributions and the said aggregate amount of pension payments shall be paid to such person or persons as he shall have nominated by written designation duly executed and filed with the Board of Trustees. If there be no such designated person surviving the said retirant such difference, if any, shall be paid to his legal representative. No benefits shall be paid under this subsection on account of the death of a retirant who elected Option A provided in subsection (a) of this section.

Sec. 23. RETIREMENT FOR TOTAL AND PERMANENT DISABILITY. (a) Upon the application of a member, or his personal representative or department head on behalf of the member, a member who (1) is in city employment (2) has ten or more years of credited service, and (3) becomes permanently incapacitated totally or partially for duty in his usual occupation, by reason of a personal

injury or disease, may be retired by the board of trustees; provided that after a medical examination of the member, made by or under the direction of the medical director, the medical director certifies in writing to the board of trustees a. that the member is mentally or physically totally incapacitated for duty in the employ of the city, b. that his incapacity will probably be permanent and c. that the member should be retired; provided further, that the report of the medical director is concurred in by the board of trustees. Upon his retirement the member shall receive a disability pension provided in Section 24, if he is a fireman member.

(b) The ten or more years of credited service requirements contained in subsection (a) of this section shall be waived for a member if the board of trustees find (1) his total and permanent incapacity is the natural and proximate result of a personal injury or disease arising out of and in the course of his actual performance of the city and (2) he is in receipt of workmen's compensation on account of such total and permanent incapacity.

Sec. 24. **DISABILITY PENSION - FIREMAN MEMBER.** a) Effective January 1, 1970, upon his retirement on account of disability, as provided in Sec. 23, a fireman member shall receive a straight life disability pension computed according to Sec. 20. Upon termination of a fireman member's workmen's compensation period, if any, arising on account of his City employment, or his attainment of age 55 years, whichever occurs first, he shall be given service credit for the period he was in receipt of workmen's compensation and at that time his straight life disability pension shall be recomputed to include such additional service credit. A fireman member's disability pension shall not be less than 20 per cent of his final average compensation and shall be subject to Secs. 25 and 28.

(b) Effective January 1, 1970, prior to the date of his retirement a fireman member may elect to receive his disability pension, provided in subsections (a) or (b) of this section, under an option provided in Sec. 22 in lieu of a straight life pension; provided, that if any benefits are paid or payable under Sec. 26 on account of his death no benefits shall be paid to his beneficiary under Option B or C provided in Sec. 22.

Sec. 25. **EXAMINATION OF DISABILITY RETIRANT; RESTORATION OF DISABILITY RETIRANT TO SERVICE.** (a) At least once each year during the first five years following the retirement of a member with a disability pension, and at least once in every three year period thereafter, the board of trustees may, or upon the retirant's application the board of trustees shall, require the retirant, if he has not attained his voluntary retirement age, to undergo a medical examination to be made by or under the direction of the medical director. If the retirant refuses to submit to such medical examination in any such period his disability pension may be suspended by the board of trustees until his withdrawal of such refusal. Should such refusal continue for one year all his rights in and to a disability pension may be revoked by the board of trustees. If upon such medical examination of a retirant the medical director reports to the board of trustees that the retirant is physically able and capable of

resuming employment with the city, and his report is concurred in by the board of trustees, the retirant shall be returned to the employ of the city and his disability pension shall be discontinued. In returning the retirant to city employment, reasonable latitude shall be allowed the city in placing him in a position commensurate to his type of work and rate of compensation at the time of his retirement.

(b) A disability retirant who has been or shall be restored to city employment, as provided in subsection (a) of this section, shall again become a member of the retirement system and he shall contribute to the system at the rate applicable to his membership classification. His credited service at the time of his retirement shall be restored to full force and effect. He shall be given service credit for the period he is receiving a disability pension provided in the retirement plan if within such period he was in receipt of workmen's compensation on account of his total and permanent disability arising out of and in the course of his city employment; otherwise he shall not be given service credit for the period he was in receipt of a disability pension.

Sec. 26. ORDINARY DEATH PENSION - FIREMAN MEMBER: (a) Any fireman member who continues in the employ of the city after he either (1) has acquired fifteen years of credited service or (2) has attained age fifty-five years and has ten or more years of credited service, may prior to the date of his retirement, by written declaration duly executed and filed with the board of trustees, elect to be dependent upon the said member for at least fifty percent of his financial support, in the same manner as if he were then retiring pursuant to the provisions of the retirement plan. At any time prior to his retirement the fireman member may revoke his election of Option B and nomination of beneficiary and he may prior to the date of his retirement again elect Option B and nominate a beneficiary as provided in this subsection. Upon the death of a fireman member who has an Option B election provided in this subsection in force his beneficiary shall immediately receive a pension computed according to Section 20, in the same manner as if he had retired the day preceding the date of his death, notwithstanding that he might not have attained his voluntary retirement age. If a fireman member has an Option B election in force at the time of his retirement his election of Option B and nomination of beneficiary shall thereafter continue in force, unless within sixty days preceding the date of his retirement he elects to take his pension under this Option A or C provided in Section 22. No pension shall be paid under this subsection on account of the death of a fireman member if any benefits are paid or payable under Section 22 on account of his death.

(b) Any fireman member who continues in the employ of the city after he either (1) has acquired fifteen years of credited service, or (2) has attained age fifty-five years and has ten or more years of credited service, and in either case does not have an Option B election provided in subsection (a) of this section in force, and (1) dies prior to his retirement while in city employment, and (2) leaves a widow, or in the case of a female member leaves a widower whom the board of trustees finds to be disabled to such an extent that he is dependent upon said female member for at least fifty percent of his financial support, the widow or widower shall receive a pension, computed according to Section 20, in the same manner as

if said member had (1) retired the day preceding the date of his death, notwithstanding that he might not have attained voluntary retirement age, (2) elected Option B provided in Section 22, and (3) nominated his widow or widower as beneficiary. No pension shall be paid under this subsection on account of the death of a member if any benefits are paid or payable under Section 27 on account of his death.

Sec. 27. DEATH IN LINE OF DUTY - FIREMAN MEMBER: In the event a fireman member (1) dies as a result of a personal injury or disease arising solely out of and in the course of his employment by the city, or (a) a disability retiree dies within a period of three years from and after the date of his disability retirement and prior to his voluntary retirement age as the result of the same injury or disease for which he was retired, and in either case (1) or (2) such death, injury or disease resulting in death, be found by the board of trustees to have been the result of his actual performance of duty in the employ of the city, the applicable benefits provided in this section shall be paid; provided, that the pension provided in subsections (b), (c) (d) and (e) of this section shall be subject to the condition that workmen's compensation is paid on account of such member or retiree; and provided further, that such pensions shall be subject to subsection (f) of this section and Section 28.

(a) In the case of a deceased fireman member, his accumulated contributions standing to his credit in the employees savings fund shall be paid in accordance with the provisions of Section 29.

(b) A pension of forty percent of the deceased person's final compensation shall be paid to his widow and shall terminate upon her remarriage or death.

(c) If, in addition to a widow, the deceased person leaves an unmarried child or children under age eighteen years or age twenty-one years if a full-time student as determined by the board of trustees, whichever occurs first, his pension shall terminate and there shall be a redistribution by the board of trustees to his remaining eligible children under age eighteen year, or twenty-one years, as the case may be, if any.

(d) If the deceased person does not leave a widow, or if his widow dies or remarries before his youngest surviving unmarried child shall have attained age eighteen year or age twenty-one years if a full-time student as determined by the board of trustees, his unmarried child or children under age eighteen years, or twenty-one years, as the case may be, shall each receive a pension of one-fourth of his final compensation; provided, that if there be more than two such surviving children each such child shall receive a pension of an equal share of one-half his final compensation. Upon any such child's adoption, marriage, death or attainment of age eighteen years, or twenty-one years if a full-time student as determined by the board of trustees, whichever occurs first, his pension shall terminate and there shall be a redistribution by the board of trustees to his remaining eligible children under age eighteen years, or twenty-one years, as the case may be, if any. In no case shall any such child's pension exceed one-fourth of the deceased person's final compensation.

(e) If there is neither a widow nor children eligible to receive a pension in this section surviving the deceased person there shall be paid to each his dependent mother and dependent father, as the board of trustees after investigation shall find to have been actually dependent upon him for financial support due to physical or mental disability, a pension of one-sixth his final compensation. Upon the remarriage or death of any such parent his pension shall terminate.

(f) The total of the pensions provided in subsections (b), (c) and (d) of this section payable to the survivors of the deceased person shall not exceed twelve thousand dollars a year. As used in this section, the term "widow" means the spouse of the person at the time his employment with the city last terminated.

Sec. 28. OFFSET OF WORKMEN'S COMPENSATION BENEFITS AGAINST PENSIONS.

Any workmen's compensation which may be paid or payable to a member, retirant or beneficiary, on account of the death of a member or retirant, shall be offset against any pensions payable by the retirement system on account of such death or disability. Effective July 1, 1975, there shall be no workmen's compensation offset against pension benefits payable to beneficiaries of a fireman member because of the death of said member as the result of an injury or illness arising out of and in the course of his employment.

Sec. 29. REFUNDS OF ACCUMULATED CONTRIBUTIONS. (a) If a member ceases to be an employee of the city before he has satisfied the age and service requirements for retirement provided in Section 18, he shall be paid his accumulated contributions standing to his credit in the employees savings fund upon his demand in writing on a form furnished by the board of trustees.

(b) Upon the death of a member and no pension, except as provided in Section 27 becomes or will become payable on account of his death, his accumulated contributions standing to his credit in the employees savings fund at the time of his death shall be paid to such person as he shall have nominated by written designation duly executed and filed with the board of trustees. If there is no such person surviving the member his accumulated contributions shall be paid to his legal representative.

(c) Payment of refunds of accumulated contributions may be made in installments according to such regulations as the board of trustees may from time to time adopt.

Sec. 30. EMPLOYEES SAVINGS FUND. (a) The employees savings fund shall be the fund in which shall be accumulated, at regular interest, the contributions deducted from the compensation of members and from which shall be made refunds and transfers of accumulated contributions as provided in the retirement plan.

(b) From and after December 31, 1969, the member's contribution to the retirement system shall be: for a fireman member, 5 per cent of the compensation paid him by the City up to and including December 23, 1972, and 6.5 per cent of the compensation paid him by the City from and after December 24, 1972.

(c) The officer or officers responsible for making up the payroll shall cause the applicable contributions provided in subsection (b) of this section to be deducted from the compensation of each member on each and every payroll, for each and every payroll period, so long as he continues a member of the retirement system. When deducted the said contributions shall be paid into the employees savings fund and shall be credited to the individual account of the member from whose compensation the said contributions were deducted. Every member shall be deemed to consent and agree to the deductions made and provided for herein. Payment of his compensation less said deductions shall be a full and complete discharge and acquittance of all claims and demands whatsoever for the services rendered by said person during the period covered by such payment, except as to benefits provided by the retirement plan.

(d) In addition to the contributions deducted from the compensation of a member, as herein before provided, a member shall deposit in the employees savings fund, by a single contribution or by an increased rate of contribution as approved by the board of trustees the amount, if any, he previously withdrew from employees savings fund, together with regular interest compounded annually from the date of withdrawal to the date of repayment. In no case shall any member be given credit for service rendered prior to the date he withdrew his accumulated contributions until he repays to the employees savings fund all amounts due the said fund by him.

(e) Upon the retirement of a member his accumulated contributions shall be transferred from the employees savings fund to the retirement reserve fund. At the expiration of a period of 5 years from the date an employee ceases to be a member any balance standing to his credit in the employees savings fund shall be transferred to the pension reserve fund.

(f) Emoluments and Rewards - Fireman. All rewards and proceeds of gifts from any source and all emoluments that may be allowed by the City Council on account of extraordinary service performed by policemen and firemen, who are members, shall be paid into the City Treasury. Said money shall be credited to the individual employees savings fund account of the member to whom emoluments or rewards were given and shall in all other respects be treated as a contribution to the employees savings account of said member.

Sec. 31. RETIREMENT RESERVE FUND. The retirement reserve fund shall be the fund from which shall be paid all pensions provided in the retirement plan. Should a disability retirant be returned to the employ of the city, his pension reserve ar the date of his return shall be transferred from the retirement reserve fund to the employees savings fund and the pension reserve fund in the same proportion as his pension reserve was originally transferred from the funds to the retirement reserve fund

Sec. 32. PENSION RESERVE FUND. The pension reserve fund is hereby created. It shall be the fund in which shall be accumulated reserves for the payment of all pensions payable from funds provided by the city. Upon the basis of such mortality and other experience tables, and regular interest, as the board of trustees shall from time to time adopt, the actuary shall annually compute the pension reserves (1) for pensions being paid retirants and beneficiaries and (2) covering service rendered and to be rendered by members. The pension reserves shall be financed by annual appropriations, to be made by the city council, recreation and park board and board of hospital managers, determined according to subsections (a), (b), and (c) of this section, subject to subsections (e) and (f) of this section.

(a) The appropriation for member's current service shall be a percent of their annual compensations which will produce an amount which is paid annually by the city during their future service and will be sufficient to provide the reserves, at the time of their retirements, for the portions of the pensions to be paid them based upon their future service.

(b) The appropriation for members' accrued service shall be a percent of their annual compensations which will produce an amount which if paid annually by the city over a period of years, to be determined by the board of trustees, will amortize, at regular interest, the unfunded pension reserves for the accrued service portions of the pensions to which they may be entitled.

(c) The appropriation for pensions being paid retirants and beneficiaries shall be a percent of the annual compensations of members which will produce an amount which if paid annually by the city over a period of years, to be determined by the board of trustees, will amortize, at regular interest, the unfunded pension reserves for pensions being paid retirants and beneficiaries.

(d) Upon the retirement of a member, or at the time a pension becomes payable to a beneficiary on account of the death of a member, the reserve for such pension shall be transferred from the pension reserve fund to the retirement reserve fund. the board of trustees may from time to time transfer from the pension reserve fund to the retirement reserve fund such additional amounts as it determines to be necessary for the proper maintenance of the retirement reserve fund.

(e) The board of trustees shall report to the city commission, on or before June 30 of each year, the amount of contributions to be made by the city, recreation and park board, and board of hospital managers. The city, recreation and park board and board of hospital managers shall respectively appropriate and pay such amounts of contributions out of available funds to the retirement system during the ensuing fiscal year.

Sec. 33. EXPENSE FUND. Each year, when so requested by the city manager, the secretary of the board of trustees shall prepare a budget showing the estimated amounts necessary for the administration of the retirement system during the ensuing fiscal year. When adopted by the city council, said budget shall e administered and disbursed from the retirement fund of the City of Flint.

Sec. 34. MANAGEMENT OF FUNDS OF SYSTEM. (a) The board of trustees shall be the trustees of the assets of the retirement system. The board of trustees shall have full power to invest and reinvest such assets subject to (1) the terms, conditions, limitations and restrictions imposed by law of the state upon domestic life insurance companies in the making and disposing of their investments, and (2) the state law pertaining to the investments of public employee retirement system assets. The board of trustees shall have full power to hold, purchase, sell, assign, transfer and dispose of any securities and investments in which any of the money of the system has been invested, as well as the proceeds of such investments and any money belonging to the system.

(b) There shall be kept on deposit available cash not exceeding five percent of the total assets of the retirement system. All money and other assets of the retirement system shall be held for the sole purpose of making payment authorized by the provisions of the retirement plan and shall be used for no other purpose.

(c) The description of the various funds of the retirement system shall be interpreted to refer to the accounting records of the system and not to the segregation of assets in the funds of the system.

Sec. 35. ALLOWANCE OF REGULAR INTEREST. All interest and other earnings on money and investments of the retirement system shall be credited to the pension reserve fund. The board of trustees shall, at the end of each fiscal year, allow regular interest on the members' individual balances in the employees savings fund at the beginning of the fiscal year; and on the mean assets credited to the retirement reserve fund. The amounts of interest so credited to the employees savings fund and the retirement reserve fund shall be charged to the pension reserve fund.

Sec. 36. ASSIGNMENTS PROHIBITED: (a) The right of a person to a pension to the return of accumulated contributions, the pension itself, any optional benefit, and any other right accrued or accruing to any member, retirant, or beneficiary under the provisions of the retirement plan, and any moneys belonging to the retirement system shall not be subject to execution, garnishment, attachment, the operation of bankruptcy or insolvency law, or any law or any other process of law whatsoever, and shall be unassignable except as is specifically provided in the retirement plan; provided, that the City shall have the right to set off for any claim arising from embezzlement by or fraud of a member.

(b) Any retirant or beneficiary may authorize to have deducted from his pension those sums of money necessary to provide his membership in any fund or plan acceptable to the board of trustees, provided, that the authorization to deduct is in writing and that notice of termination of such deduction shall be given to said board in writing.

Sec. 37. CORRECTION OF ERRORS IN RECORDS. Should any change in the records result in any member, retirant or beneficiary receiving from the retirement system more or less than he would have been entitled to receive had the records been correct, the board of trustees shall correct such error and as far as practicable shall adjust the payment in such manner that the actuarial equivalent of the benefit to which the member, retirant or beneficiary was correctly entitled shall be paid.

Sec. 38. SUBPOENA; CONTEMPT. The board of trustees; or its duly authorized representative, shall have the power to administer oaths and subpoena witnesses to appear and testify or to produce books and papers which relate to questions in dispute. Any person who refuses to obey such a subpoena or who refuses to be sworn and testify or who fails to produce books and papers touching upon any material matter, or any witness party or attorney who is guilty or any contempt while in attendance at any hearing held under the retirement plan, may be punished as for contempt in court. For these purposes a court of competent jurisdiction, upon application of the board of trustees by attachment for contempt or otherwise in the same manner as the production of evidence may be compelled before such court. No person, having taken an oath or made affirmation in such proceedings, shall swear or affirm, willfully, corruptly or falsely. The district court is herewith given jurisdiction to try persons for false swearing.

Sec. 39. HEARINGS; FINDINGS; REVIEW OF BOARD OF TRUSTEES' ACTIONS.

(a) All questions arising under the retirement plan shall be determined by the board of trustees. In case there shall be any controversy concerning benefits or other rights of a member, retirant or beneficiary, such controversy shall be submitted to the board of trustees and the board of trustees shall conduct a hearing with relation thereto, at which hearing the city, recreation and park board, hospital board of managers or other division of the city government, and the member, retirant or beneficiary shall be entitled to be heard and at which such proofs and evidence may be presented as the parties shall desire. Parties before the board of trustees shall have the right to be represented by an attorney at law.

(b) The findings of fact and factual determinations made by the board of trustees acting within its powers shall, in the absence of fraud, be conclusive but the circuit court for the county shall have the power to review questions of law involved in any final decision or determination of the board of trustees; provided, that application is made by a party within thirty days after such decision or determination by certiorari, mandamus or by any other method permissible under the rules and statutes of such court or by the laws of this state, and to make such further orders in respect thereto as justice may require.

Sec. 40. WAIVE OF PRIVILEGE. Any beneficiary or claimant of benefits shall be required in applying for such benefits to make full and complete disclosure as to all physicians and others from whom he has received medical treatment, attention or examination with respect to any injury or disease to a member involved in any claim which may have relation to the claim for benefits, and similarly, shall

make further disclosure as to all hospitals or institutions at which the member may have received any treatment or examination within a reasonable time, to be determined by the board of trustee, prior to the application. Such beneficiaries or claimants in the application shall likewise execute a full and complete waiver of any privilege with respect to any such records, treatments or examinations that might otherwise accrue to the applicant or member. The member or applicant shall, in addition, expressly consent that any person, professional or otherwise, having knowledge of the condition of the member, or the facts concerning the claim, may testify. In the event that any applicant or member shall refuse to permit the production of such testimony or records, or shall conceal the existence of such evidence from the board of trustees, he shall thereupon forfeit any right to any benefit under the retirement system, excepting for a refund of his membership contribution computed as otherwise provided in this article. All applications for benefits shall be executed under the oath of the applicant.

Sec. 41. APPLICABILITY OF OTHER LAWS, ORDINANCES, ETC. No other provisions of this Code, law or other ordinance, except the federal social security law, which provides wholly or partly at the expense of the city for pensions or retirement benefits for employees of the city, their widows, children or other dependents shall apply to members retirants or beneficiaries of the retirement system, their widows, children or other dependents.

APPENDIX C
DENTAL BENEFITS

I. Enrollment Classifications

Dental Coverage for an eligible employee shall include coverage for eligible dependents as defined in Article III, Section 1 (f).

II. Description of Benefits

Dental Benefits will be payable, subject to the conditions herein, if an employee, while Dental Coverage is in effect with respect to such individual, incurs Covered Dental Expenses.

III. Covered Dental Expenses

Covered Dental Expenses are the usual charges of a dentist which an employee is required to pay for services and supplies which are necessary for treatment of a dental condition, but only to the extent that such charges are reasonable and customary charges, as herein defined, for services and supplies customarily employed for treatment of that condition, and only if rendered in accordance with accepted standards of dental practice. Such expenses shall be only those incurred in connection with the following dental services which are performed, except as otherwise provided in Section VII B., by a licensed dentist and which are received while insurance is in force.

A. The following Covered Dental Expenses shall be paid at 100 percent of the usual, reasonable, and customary charge:

1. Routine oral examinations and prophylaxis (scaling and cleaning of teeth), but not more than twice each in any period of twelve (12) consecutive months.
2. Topical application of fluoride for persons under 20 years of age, unless a specific dental condition makes such treatment necessary.
3. Space maintainers that replace prematurely lost teeth for children under 19 years of age.
4. Emergency palliative treatment.

B. The following Covered Dental Expenses shall be paid at 90 percent of the usual, reasonable and customary charge:

1. Dental x-rays, including full mouth x-rays, (but not more than once in any period of thirty-six (36) consecutive months), supplementary bitewing x-rays (but not more than twice in any period of twelve (12) consecutive months) and such other dental x-rays as are required in connection with the diagnosis of a specific condition requiring treatment.
2. Extractions.
3. Oral Surgery.

4. Amalgam, silicate, acrylic, synthetic porcelain, and composite filling restorations to restore diseased or accidentally injured teeth.
 5. General anesthetics and intravenous sedation when medically necessary and administered in connection with oral or dental surgery.
 6. Treatment of periodontal and other diseases of the gums and tissues of the mouth.
 7. Endodontic treatment, including root canal therapy.
 8. Injection of antibiotic drugs by the attending dentist.
 9. Repair or recementing of crowns, inlays, onlays, bridgework or dentures; or relining or rebasing of dentures more than (6) months after the installation of an initial or replacement denture, but not more than one relining or rebasing in any period of thirty-six (36) consecutive months.
 10. Inlays, onlays, gold fillings or crown restorations to restore diseased or accidentally injured teeth, but only when the tooth, as a result of extensive caries or fracture, cannot be restored with an amalgam, silicate, acrylic synthetic porcelain, or composite filling restoration.
- C. The following Covered Dental Expenses shall be paid at 50% of the usual, reasonable and customary charge:
1. Initial installation of fixed bridgework (including inlays and crowns as abutments).
 2. Initial installation of partial or full removable dentures (including precision attachments and any adjustments during the six (6) month period following installation).
 3. Replacement of an existing partial or full removable denture or fixed bridgework by a new denture or by new bridgework, or the addition of teeth to an existing partial removable denture or to bridgework, but only if satisfactory evidence is presented that:
 - a. The replacement or addition of teeth is required to replace one or more teeth extracted after the existing denture or bridgework was installed;
 - b. The existing denture or bridgework cannot be made serviceable and, if it was installed under this Dental Expense Benefits Plan, at least five (5) years have elapsed prior to its replacement; or,
 - c. The existing denture is an immediate temporary denture which cannot be made permanent and replacement by a permanent denture takes place within twelve (12) months from the date of initial installation of the immediate temporary denture.

Normally, dentures will be replaced by dentures, but if a professionally adequate result can be achieved only with bridgework, such bridgework will be a Covered Dental expense.

4. Orthodontic procedures and treatment (including related oral examinations) consisting of surgical therapy, appliance therapy, and functions/myofunctional therapy (when provided by a dentist in conjunction with appliance therapy) for persons under 19 years of age, provided, however, that benefits will be paid after attainment of age 19 for continuous treatment which began prior to such age.

IV. Maximum Benefits

The maximum benefit payable for all covered Dental Expenses incurred during any contract year, beginning July 1, 1982, (except for services described in Section III C 4 above) shall be \$750 for each individual. For Covered Dental Expenses in connection with orthodontics including related oral examinations, described in Section III C 4 above, the maximum benefit payable shall be \$650 for Covered Dental Expenses incurred during the lifetime of each individual.

V. Pre-Determination of Benefits

If a course of treatment can reasonable be expected to involve Covered Dental Expenses of \$125.00 or more, a description of the procedures to be performed and an estimate of the dentist's charges must be filed with the carrier prior to the commencement of the course of treatment.

The carrier will notify the employee and the dentist of the benefits certified as payable based upon such course of treatment. In determining the amount of benefits payable, considerations will be given to alternate procedures, services, or courses of treatment that may be performed for the dental condition concerned in order to accomplish the desired result.

The amount included as certified dental expenses will be the appropriate amount as provided in Section III and IV., determined in accordance with the limitations set forth in Section VI.

If a description of the procedures to be performed and an estimate of the dentist's charges are not submitted in advance, the carrier reserves the right to make a determination of benefits payable taking into account alternate procedures, services, or courses of treatment, based on accepted standards of dental practice. To the extent verification of Covered Dental Expenses cannot reasonable be made by the carrier, the benefits for the course of treatment may be for a lesser amount than would otherwise have been payable.

This pre-determination requirement will not apply to courses of treatment under \$125 or to emergency treatment, routine oral examinations, x-rays, prophylaxis, and fluoride treatments.

VI. Limitations

A. Restorative

1. Gold, Baked Porcelain Restorations, Crowns and Jackets.

If a tooth can be restored with a material such as amalgam, payment of the applicable percentage of the charge for that procedure will be made toward the charge for another type of restoration selected by the patient and the dentist. The balance of the treatment charge remains the responsibility of the patient.

2. Reconstruction

Payment based on the applicable percentage will be made toward the cost of procedures necessary to eliminate oral disease and to replace missing teeth. Appliances or restorations necessary to increase vertical dimension or restore the occlusion are considered optional and their cost remains the responsibility of the patient.

B. Prosthodontics

1. Partial Dentures

If a cast chrome or acrylic partial denture will restore the dental arch satisfactorily, payment of the applicable percentage of the cost of such procedure will be made toward a more elaborate or precision appliance that patient and dentist may choose to use, and the balance of the cost remains the responsibility of the patient.

2. Complete Dentures

If, in the provision of complete denture services, the patient and dentist decide on personalized restorations or specialized techniques as opposed to standard procedures, payment of the applicable percentage of the cost of the standard denture services will be made toward such treatment and the balance of the cost remains the responsibility of the patient.

3. Replacement of Existing Dentures

Replacement of an existing denture will be Covered Dental Expense only if the existing denture is unserviceable and cannot be made serviceable. Payment based on the applicable percentage will be made toward the cost of services which are necessary to render

such appliances serviceable. Replacement of prosthodontic appliances will be a Covered Dental Expense only if at least five (5) years have elapsed since the date of the initial installation of that appliance under this Dental Benefits Plan, except as provided in Section III C 3 above.

C. Orthodontics

1. If orthodontic treatment is terminated for any reason before completion, the obligation to pay benefits will cease with payment to the date of termination. If such services are resumed, benefits for the services, to the extent remaining, shall be resumed.
2. The benefit payment for orthodontic services shall be only for months that coverage is in force.

VII. Exclusions

Covered Dental Expenses do not include and no benefits are payable for: Charges for services for which benefits are otherwise provided under Health Care Coverage;

- B. Charges for treatment by other than a dentist, except that scaling or cleaning of teeth and topical application of fluoride may be performed by a licensed dental hygienist if the treatment is rendered under the supervision and guidance of the dentist;
- C. Charges for veneers or similar properties of crowns and pontics placed on, or replacing teeth, other than the ten upper and lower anterior teeth;
- D. Charges for services or supplies that are cosmetic in nature, including charges for personalization or characterization of dentures;
- E. Charges for prosthetic devices (including bridges), crowns, inlays, and onlays, and the fitting thereof which were ordered while the individual was not insured for Dental Benefits or which were ordered while the individual was not insured for Dental Benefits or which were ordered while the individual was not insured for Dental Benefits or which were ordered while the individual was not insured for Dental Benefits or which were ordered while the individual was insured for Dental Benefits but are finally installed or delivered to such individual more than sixty (60) days after termination of coverage.
- F. Charges for the replacement of a lost, missing, or stolen prosthetic device;

- G. Charges for failure to keep a scheduled visit with the dentist;
- H. Charges for replacement of or repair of an orthodontic appliance;
- I. Charges for services or supplies which are compensable under a Worker's Compensation or Employer's Liability Law;
- J. Charges for services rendered through a medical department, clinic, or similar facility provided or maintained by the patient's employer;
- K. Charges for services or supplies for which no charge is made that the patient is legally obligated to pay or for which no charge would be made in the absence of coverage for Dental Benefits;
- L. Charges for services or supplies which are not necessary, according to accepted standards of dental practice, or which are not recommended or approved by the attending dentist;
- M. Charges for services or supplies which do not meet accepted standards of dental practice, including charges for services or supplies which are experimental in nature;
- N. Charges for services or supplies received as a result of dental disease, defect or injury due to an act of war, declared or undeclared;
- O. Charges for services or supplies from any governmental agency which are obtained by the individual without cost by compliance with laws or regulations enacted by any federal, state, municipal, or other governmental body;
- P. Charges for any duplicate prosthetic device or any other duplicate appliance;
- Q. Charges for any services to the extent for which benefits are payable under any health care program supported in whole or in part by funds of the federal government or any state or political subdivision thereof;
- R. Charges for the completion of any insurance forms;
- S. Charges for sealants and for oral hygiene and dietary instruction;
- T. Charges for a plaque control program;
- U. Charges for implantology; or,
- V. Charges for services or supplies related to periodontal splinting.

VIII. Coordination of Benefits

The carrier shall follow the same procedures with respect to coordination of Dental Expense Benefits as are followed for coordination of other Health Care Benefits provided under the Insurance Program, except that other dental expense benefits will be coordinate only if provided by either a group dental benefits plan or by a comprehensive medical plan providing dental benefits, to which, in either case, an employer contributes at least 50 percent of the cost.

IX. Subrogation

In the event of any payment for Dental Expense Benefits, the carrier shall be subrogated to all the individual's rights of recovery therefore against any person or organization except against insurers on policies of insurance issued to and in the name of the individual, and the individual shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights.

X. Proof of Loss

The carrier reserves the right at its discretion to accept, or to require verification of, any alleged fact or assertion pertaining to any claim for Dental Benefits. As part of the basis for determining benefits payable, the carrier may require x-rays and other appropriate diagnostic and evaluative materials.

XI. Definitions

The term "dentist" means a legally licensed dentist practicing within the scope of his license. As used herein, the term "dentist" also includes a legally licensed physician authorized by his license to perform the particular dental services he has rendered.

The term "reasonable and customary charge" means the actual fee charged by a dentist for a service rendered or supply furnished but only to the extent that the fee is reasonable taking into consideration the following:

- a. The usual fee which the individual dentist most frequently charges the majority of his patients for a service rendered or a supply furnished;
- b. The prevailing range of fees (as defined in the Administrative Manual (s) charged in the same area by dentists of similar training and experience for the service rendered or supply furnished; and,

- c. Unusual circumstances or complications requiring additional time, skill, and experience in connection with the particular dental service or procedure.

The term "area" means a metropolitan area, a county or such greater area as is necessary to obtain a representative cross-section of dentists rendering such services or furnishing such supplies.

The term "course of treatment" means a planned program of one or more services or supplies, whether rendered by one or more dentists, for the treatment of a dental condition diagnosed by the attending dentist as a result of an oral examination. The course of treatment commences on the date a dentist first renders a service to correct or treat such diagnosed dental condition.

The term "orthodontic treatment" means preventive and corrective treatment of all those dental irregularities which result from the anomalous growth and development of dentition and its related anatomic structures or as a result of accidental injury and which require repositioning (except for preventive treatment) of teeth to establish normal occlusion.

The term "ordered" means, in the case of dentures, that impressions have been taken from which the denture will be prepared; and, in the case of fixed bridgework, restorative crowns, inlays, or onlays, that the teeth which will serve as abutments or support or which are being restored have been fully prepared to receive, and impressions have been taken from which will be prepared the bridgework, crowns, inlays or onlays.

APPENDIX D

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

I. Introduction:

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

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

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

II. Procedures:

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

F. Testing Procedures:

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

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

III. Drug and Alcohol Awareness Education:

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

Dated: _____

Dated: _____