

6/30/2000

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# City of Flint Labor Relations Department

From: Marcantonio Morolla  
Personnel and Labor Relations Director

To: City Council Members

Re: Fire Local 352 Proposed Contract

Date: 9/24/99

Attached for your review is the summary of changes and the Tentative Agreement for the proposed contract for Fire Union Local 352. This contract will be presented at the next Council meeting.

Should you have any questions, do not hesitate to contact me.

  
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Marcantonio Morolla  
Personnel and Labor Relations Director

*Flint, City of*

**Summary of Changes  
Fire Union Local 352  
July 1, 1997 - June 30, 2000  
Contract**

- WAGE RATES** Wage rates shall be adjusted as follows:  
July 1, 1997 2.75%  
July 1, 1998 2.75%  
July 1, 1999 2.75%  
These wage rates are fully retroactive to the dates indicated.  
(Attachment page 3, number 16)
- ARTICLE 13** COLA SUSPENSION  
Section 2 COLA payments suspended for one year.  
(Attachment page 3, number 17)
- ARTICLE 46** Hospitalization Insurance shall be revised by changing the drug co-pay from \$5.00 to \$10.00.  
(Attachment page 2, number 5)
- Retiree cost of insurance change from 28 to 30 years. Military buy back time included in service calculation.  
(Attachment page 2, number 4)
- When eligible, retirees must apply for Medicare A and B as a condition for receipt of any further City provided health insurance.  
(Attachment page 5, number 23)
- ARTICLE 45** DENTAL INSURANCE  
Updated to reflect coverage available as of date of ratification.  
(Attachment page 1, number 3)
- ARTICLE 49** RETIREMENT  
Increase multiplier from 2.5% to 2.6% effective July 1, 1997. Employees hired on or before January 1, 1978 will have the option of either 2.6% or 2.5% based on 2 out of 5.  
(Attachment page 3-4, number 19)
- TWO TIER WAGE SCALE** Revised effective June 30, 1998. Increases range from approximately \$1,000 to \$3,000 depending on the year.  
(Attachment page 3, number 14)
- COLA GRIEVANCE** The City continues current calculating procedures. Union withdraws grievance 98-21. The City pays each member a \$1,000 bonus within one

pay period of ratification.  
(Attachment page 6)

ARTICLE 47 Life Insurance for 40 hour a week employees equal to 50.4 hour employees.  
(Attachment page 2, number 7)

JOB CLASSIFICATION LEVEL INCREASES Intermediate Clerk Typist  
Senior Clerk Typist  
Payroll Clerk  
Senior Building Maintainer  
Fire Administrative Clerk  
Janitor  
(Attachment page 2, numbers 8-13)

ARTICLE 2 Eliminate Deputy Chief position upon retirement. Create Fire Marshall position. Eliminate one Lieutenant position.  
(Attachment page 4, number 20)

ARTICLE 51 The City will increase payment in lieu of insurance from \$50 to \$100 per billing period to employees or eligible retirees  
(Attachment page 4, number 21)

ARTICLE 59 Assessment centers will be used for less than 8 candidates, more than 8, an Oral Board will be used.  
(Attachment page 5, number 24)

NEW ARTICLE Legal counsel provided to employee by the City for any civil action against an employee for injuries or negligence during the course of employment acting within the scope of his authority.  
(Attachment page 7)

ARTICLE 5 Union business total release time increased from 45 to 56 hours and no more than 2 officers from fire suppression released at the same time.

The Deputy Chief or designee may be added to the City's bargaining team.  
(Attachment page 10)

ARTICLE 6 Changed to include shift and station.  
(Attachment page 13)

ARTICLE 11	<u>Kelley Days changes:</u> 1. Officers identified 2. Changes regarding: recordkeeping, trades, floating, union usage (Attachment page 14-15)
ARTICLE 16	<u>OVERTIME EQUALIZATION CHANGES</u> Expanded to provide specific procedural changes to address overtime equalization. (Attachment page 16-18)
ARTICLE 25	<u>Section 3</u> <u>Sick leave bonus</u> Date changes to reflect current contract. (Attachment page 19-24)
ARTICLE 38	<u>Grievance Procedure</u> <u>Step 2</u> Duplicate language deleted (Attachment page 27)  <u>Step 4</u> : Language deleted regarding selection of specific arbitrators and rules governing arbitrations (Attachment page 28)
ARTICLE 43	Changes regarding obtaining and maintaining paramedic license as well as new methods and amount of payment regarding paramedic bonus. (Attachment page 32-36)
ARTICLE 42	Procedural changes regarding clarification of training as a result of previous letters of agreement. (Attachment page 37-38)
ARTICLE 48	Modifications to military service credits. (Attachment page 39-40)
NON DUTY/ PREGNANCY POLICY	Carried over from previous contract (Attachment page 41-42)
911 CENTER	Modifications to current contract to reflect existence of 911 Center. (Attachment page 43-48)
VACATION SCHEDULING AGREEMENT	Minor changes regarding procedures and dates. (Attachment page 49-52)

TUITION                      Clarification of procedures  
REIMBURSEMENT (Attachment page 57)

**\*\*Variety of Letters of Understanding and Agreement previously negotiated.  
(Attachment pages 53, 54, 55, 56, 58, 59, 60, 61, 62-63, 64-65, 66.**

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City of Flint  
and  
Flint Fire Fighters Union  
Proposed Settlement

The following proposed settlement is presented to the parties' bargaining teams and is subject to ratification by the Union and the City.

1. The parties agree to a three (3) year contract effective from July 1, 1997 to and including June 30, 2000.
2. The parties' new contract shall be the same as the parties' prior contract (in effect from July 1, 1994 to June 30, 1997) except as amended by the terms of this settlement.
3. Article 45 – Dental Insurance shall be revised to provide as follows:

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, to reflect the coverage in effect as of the ratification date of the agreement, 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.

4. Article 46 – Hospitalization Insurance, Section (b) (1) shall be revised to provide as follows:

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 retire on or after July 1, 1997, 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

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(\$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 thirty (30) years of credited active employment service with the City or a combination of credited active employment service and retirement years which total 30 years. Prior military buy back time counts as credited active employment service for this calculation.

5. Article 46 – Hospitalization Insurance shall be revised by changing the drug co-pay from \$5.00 to \$10.00. All contract references shall be changed accordingly. This provision shall take effect July 1, 1999 30 days after ratification.
6. Article 46 – Hospitalization Insurance will be amended to provide that for active employees the employee contribution shall be determined by deducting \$50.00 from the traditional Blue Cross/Blue Shield rate for active employees and comparing that sum to the HMO rate. There shall be an employee contribution if the HMO rate exceeds the Blue Cross/Blue Shield rate less \$50.00 (Effective date of ratification by both principal parties).
7. Article 47 – Life insurance shall be revised to provide that 40 hour per week employees shall receive the same life insurance as to 50.4 hour employees. (Effective sixty (60) days after date the settlement is ratified by both principal parties).
8. Intermediate Clerk Typist moved from a level 11 to 13. (Effective date of ratification by both principal parties.)
9. Senior Clerk Typist moved from a level 13 to 15. (Effective date of ratification by both principal parties.)
10. Payroll Clerk moved from a level 15B to 17. (Effective date of ratification by both principal parties.)
11. Senior Building Maintainer moved from a level 19 to 20. (Effective date of ratification by both principal parties.)
12. Fire Administrative Clerk moved from a level 17 to 18. (Effective date of ratification by both principal parties.)
13. Janitor moved from a level 11 to 13. (Effective date of ratification by both principal parties.)

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14. The two tier wage scale shall be revised to provide the following effective June 30, 1998:

1st 6 months	-	\$20,000
2nd 6 months	-	\$23,000
2nd year	-	\$27,000
3rd year	-	\$31,000
4th year	-	\$35,000
5th year	-	Normal rate

These rates will receive the same raises as all other rates from July 1, 1998.

15. All tentative agreements previously entered by the parties with respect to contract language changes shall be included in the parties' new contract. The tentative agreements are attached hereto.

16. Wage rates shall be adjusted as follows:

July 1, 1997	-	2.75%
July 1, 1998	-	2.75%
July 1, 1999	-	2.75%

These wage rates shall be fully retroactive to the dates indicated. Payment of the retroactive pay shall be made within two pay periods following the date ratification of the agreement.

17. Article 13 – Section 2. COLA SUSPENSION

Article 13, Section 1 shall not be implemented the third (3rd) year of this agreement, July 1, 1999 thru June 30, 2000, but unless otherwise negotiated or arbitrated by the parties, shall again become effective July 1, 2000. All quarterly payments will be made for July 1, 1997 thru June 30, 1999. The sum of the each year's four quarterly payments will be folded into the base wage June 30 of each of the first (1st) two years of this contract.

18. The parties' settlement with respect to the outstanding COLA grievance shall be implemented within one pay period following ratification of this settlement.

19. Article 49 – Retirement shall be revised by changing the multiplier from



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2.5% to 2.6% effective July 1, 1997. Employees hired on or before January 1, 1978 will have the option of electing, in lieu of the 2.6% multiplier, a 2.5% multiplier based on two (2) out of five (5) years in final average compensation.

20. Article 2, Section 2 Amendment – Eliminate the Deputy Chief position upon the retirement of the currently Deputy Chief. Create a Fire Marshall position. Eliminate one Lieutenant position in Fire Prevention.
21. Article 51 – New article

**ARTICLE 51**  
**PAYMENT IN LIEU OF INSURANCE**

The City will pay to eligible employees or eligible retirees 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 or retirement check and only those employees who are entitled to a regular pay check or retirement 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 \$100.00 per billing period for any billing period during which hospitalization insurance was not provided for said employee at City expense. Any election by an employee not to be covered by such hospitalization benefits must be in writing, is to be renewed annually, and it 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.

22. All service credits shall be changed to service hours with no change in respective seniority standing. (Effective date of ratification by both principal parties.)

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23. Article 46 – Hospitalization insurance shall be revised to provide that retirees shall apply for Medicare Part A and B when eligible as a condition for receipt of any further City provided health insurance. The City will provide the exact fill Medicare Supplement Insurance to such eligible employees and spouses of eligible employees. The City will provide health insurance to supplement Medicare to the level enjoyed by the retiree prior to said application. The City shall pay any premium paid by the retiree and retiree's spouse for Medicare coverage through reimbursement each month.

24. Article 59 Promotions shall be revised to include the following:

Section 3 A. The passing score on all examination shall be a raw score of ~~69.5%~~ 70% effective upon ratification of the agreement.

Section 3 I. (6) Assessment Centers may be conducted when the number of candidates is less than eight (8). If the number of candidates is eight (8) or more, the Oral Board will be used in place of the Assessment Center.

Section 3 J. (5) Assessment Centers may be conducted when the number of candidates is less than eight (8). If the number of candidates is eight (8) or more, the Oral Board will be used in place of the Assessment Center.

For the City:

For Fire Fighters Local 352:

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GRIEVANCE SETTLEMENT

The City of Flint (hereinafter referred to as the "City") and the Flint Fire Fighters Union, Local 352, (IAFF) (hereinafter referred to as the "Union") , in complete and final settlement of the pending "COLA" grievance, agree as follows:

1. The Union agrees that the City, in calculating the COLA allowance in the future, may continue to use the method of calculation that it has been utilizing in the past.
2. The Union agrees to, and hereby does, withdraw with prejudice the pending "COLA" grievance (Flint Fire Fighters Union Grievance No. 98-21) filed on September 10, 1998.
3. In consideration of the above, the City agrees to pay each current member of the bargaining unit and any individual previously employed in the bargaining unit, who has retired since July 1, 1997, a bonus of one thousand dollars (\$1,000).
4. The Union acknowledges that the City, by entering into this agreement, admits no wrong doing, but rather enters this agreement to resolve the disputed matter.

FOR THE CITY:

M. Wood

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FOR FIRE FIGHTERS LOCAL 352

Thomas Cyle

Joseph P. Foust

DATE:

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**NEW ARTICLE**

**LEGAL COUNSEL**

Whenever any claim is made or any civil action is commenced against an Employee for injuries to persons or property caused by negligence or other acts of the Employee while in the course of his employment, and while acting within the scope of his authority, the Employer will pay for or engage in or furnish the services of an Attorney to advise the Employee as to the claim and to appear for and represent the Employee in the action.

The Employer may compromise, settle and pay such claim before or after the commencement of any civil action. Whenever any judgment for damages, excluding punitive damages, is awarded against an Employee as the result of any civil action for personal injuries or property damage caused by the Employee while in the course of his employment, and while acting within the scope of his authority, the Employer will indemnify the Employee or will pay, settle, or compromise the judgment. The Chief Legal Officer will make the selection of the attorney or attorneys to represent the Employee in any particular case, and allow the Employee to object to the selection if he has cause to do so.

The City will notify the Employee prior to final settlement of litigation where the Employee is a named party.

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## TRAVELING

The parties agree that this Letter of Understanding is for traveling purposes only.

1. The Battalion Chief has the option to return a traveler to his/her primary station if an unforeseen opening occurs at their primary station (i.e. sick leave, annual leave, injury, etc.).
2. Employees traveled out for the next duty day will not be bumped (by a higher seniority employee on that day only). The Administration reserves the right to reassign EMT's, paramedics, 2<sup>nd</sup> drivers, or special apparatus (L-15) to their primary stations if no other EMT's, paramedics, 2<sup>nd</sup> drivers, or special apparatus drivers are on duty.
3. When no specific qualifications are necessary (EMT, EMT/A, 2<sup>nd</sup> driver, etc.), volunteers – with the exception of Apparatus Operators – will be allowed to travel with seniority having preference. In the event that there are no volunteers, the low seniority person shall travel.
4. Since it is understood that a 2<sup>nd</sup> driver's position is a training and/or a fill-in position, the following will apply.
  - A. Second drivers may volunteer to travel, if:
    1. The 2<sup>nd</sup> driver is not assigned to drive at his her primary station and there is an opportunity to drive at another station.
    2. A Traveler is required to be moved from the 2<sup>nd</sup> driver's primary station.
  - B. The classification of F1B (2<sup>nd</sup> driver) will be traveled if there are no on duty fire fighters whose driver qualifications have been certified by the Fire Department and no 2<sup>nd</sup> driver has volunteered to travel.
  - C. 2<sup>nd</sup> drivers who travel voluntarily shall not bump 2<sup>nd</sup> drivers from driving at their primary stations.
  - D. When an Apparatus Operator or 2<sup>nd</sup> driver is not available, the firefighter who replaces the Apparatus Operator or 2<sup>nd</sup> driver will

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be paid at the 2<sup>nd</sup> driver rate (not including assignments to medical units).

5. Probationary FF/EMT trainees will not be traveled from their primary stations for purposes of supplementing manpower at another station unless the FF/EMT trainee has attained three (3) months of service from his/her original date of initial station assignment or the Fire Chief has declared a state of emergency in the city.

6. **Officers**

Officer(s) who are required to travel and to perform duties and responsibilities of a non-officer will be traveled with departmental seniority having preference, with the following exceptions:

- A. Officer(s) who travel to perform duties of an officer will be traveled by in-grade seniority.
- B. Officer(s) shall not bump into A.O.'s or 2<sup>nd</sup> driver classifications.
- C. Officer(s) shall not drive emergency vehicles unless directed by the Battalion Chief.
- D. Officer(s) shall not bump officer(s) who are assigned as the Primary Officer.
- E. New Fire Suppression Sgts. will not be traveled until they have worked two (2) (24 hr.) days as Suppression Sergeant under the supervision of a Lt. or a higher ranking officer.

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**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) fifty-six (56)~~ hours in any calendar week ~~nor shall more than two (2) officers from the fire suppression division be released at the same time,~~ or  
delete
- 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) fifty-six (56)~~ hours in any calendar week; ~~nor shall more than two (2) officers from the fire suppression division be released at the same time and, further,~~ 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 ~~and/or the Deputy Fire Chief~~ to be present during negotiating sessions as a member of the City's bargaining team. ~~In the event there is a vacancy in the rank of either Assistant Fire Chief or Deputy Fire Chief, the City may appoint some other high ranking member(s) of the bargaining unit in their stead.~~

## 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.

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ARTICLE 6  
DEFINITIONS

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. The employee will be returned to his or her original job, original shift and original station held prior to the provisional appointment.

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ARTICLE 11

KELLY DAYS

Section 1. (a) All Kelly Day trades shall be allowed between personnel within the shift and in the following classifications:

1. Officers and Primary Captains.
  2. Apparatus Operators, 2<sup>nd</sup> Drivers, Fire Fighters, Fire Fighter EMT's and Fire Fighter AEMT's.
  3. B/C and Primary Captains.
- (b) Daily personnel adjustments to accommodate Kelly Day trades will be at the discretion of a chief officer.
- (c) The responsibility of keeping records of Kelly Day trades will be with the personnel making the trades.
- (d) In case of unauthorized absence, the person responsible to work on a given day shall lose an equal amount of pay for that period of time.
- (e) Kelly Day Trades of twelve (12) hours will be allowed.
- (f) Kelly Day trades will not be counted as W. P. Days.
- (g) Kelly Day trades that are to be repaid do not have to be repaid within a twelve (12) month period.
- (h) Fire fighters trading with Apparatus Operators or 2<sup>nd</sup> Drivers will be paid at the non-driving rate.
- (i) Kelly Day trades that necessitate overtime will not be allowed.

Section 2. (a) Any of the four principal officer positions, President, Secretary/Treasurer, 1<sup>st</sup> Vice President or 2<sup>nd</sup> Vice President, that are 50.4 hour personnel will be allowed to float their Kelly Day.

- (b) The Kelly Day will be floated within one thirty (30) day cycle.
- (c) Floating a Kelly Day to a holiday will not be allowed.

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- (d) The floating Kelly Day will also be extended to Local 352 members, who are elected to a principal officer position in the Michigan State Fire Fighters Union or the International Association of Fire Fighters. Local 352 members holding a state or International office must get written permission from the Chief or Assistant Chief fourteen (14) days in advance of floating a Kelly Day.

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ARTICLE 16

Section 1.

- A. There will be one overtime list established for 50.4 hour personnel, including Battalion Chiefs compiled by department seniority dates.
  - 1. Battalion Chiefs will only be allowed to work overtime in the Battalion Chief position.
  - 2. Primary Captains will be allowed to work overtime as a Battalion Chief or under the rules that pertain to station officers.
  
- B. Scheduled overtime work, where the hours scheduled for overtime exceed six (6) hours, shall be offered equally to all 50.4 hour personnel. The overtime list a record of scheduled overtime hours worked by each 50.4 hour employee, will be kept by the appropriate command officer. The overtime list will run concurrently (until June 30, 2000) with the collective bargaining agreement. The list is not extended by extending the contract.
  
- C. Any overtime over 6 hours will be credited on the overtime list.
  
- D. Overtime in excess of six consecutive hours and up to ~~18~~ 12 hours will fill one box on the overtime list. Overtime in excess of ~~18~~ 12 consecutive hours and up to 24 hours will count as two boxes on the overtime list.
  
- E. Each Battalion Chief will schedule overtime for the following shift from a list of volunteers.
  
- F. An employee wishing to volunteer shall leave a voice mail message by calling 762-7346 by 1500 hours on the day prior to the day they desire to volunteer. EX. "This is Firefighter John Doe at (Station or Home), available to work (AM/PM/OR ANY)." Only station or home number have to be utilized.
  
- G. Once you have an employee has worked a combination of his/or her your duty day and 24 hours overtime or 48 hours overtime, you that employee will not be allowed to volunteer to work overtime for a period of 24 hours.
  
- H. When no specific qualifications are necessary (EMT, Officer, etc) the person used first will be the person highest on the seniority list with the fewest number of boxes filled.
  
- I. An officer will not work overtime in a firefighter's position except for emergency holdover, emergency call back, or if all firefighters on the volunteer list have been exhausted.

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- J. If the Battalion Chief is unable to reach an off duty volunteer, they will be charged a "not available" on the overtime list, except if on approved leave. Three "not availables" in succession will equal one refusal.
- K. If there are not enough employees volunteering to work, the Battalion Chief must go to the master overtime list. When the master list is exhausted, emergency holdover and call-back rules apply.
- L. People not utilized on the volunteer list will be called first to fill vacancies that arise during the shift. Any employee offered an opportunity to work scheduled overtime who refuses, will be marked a refusal.
- M. Anyone calling in sick must do so before 0700 for each day they are utilizing sick leave. Station officers shall notify the Battalion Chief immediately upon receiving a sick leave notification.
- N. Volunteers may remove their names from the list at anytime before they are called.
- O. This agreement does not limit the fire department from using Emergency Overtime until a person reports for normal overtime duty.

**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.

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**Section 3. 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 4. EMERGENCY OVERTIME EQUALIZATION.**

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

**Section 5. CLASSIFICATION, DEFINITION OF.**

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

**Section 6. ESSENTIAL SERVICES.**

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

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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 the 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.



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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, 1997 and October 31, 1998 and thereafter, between November 1 of each year and the succeeding Oct. 31<sup>st</sup>, shall receive a bonus of twenty four (24) hours of straight time pay.

Employees hired between December 1 and October 31 will also be eligible for a sick leave bonus, if they have no occasions of sick leave from the time they are hired until Oct. 31. The sick leave bonus will be paid under a pro rated method (each month worked to count as 2 hours credit per month). No bonus will be paid for anyone who has less than 30 days of service.

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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, December 1, 1997 and October 31, 1998 and thereafter, between November 1 of each year and the succeeding October 31.

<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, December 1, 1997 and October 31, 1998, and thereafter between November 1 of each year and the succeeding October 31<sup>st</sup> shall receive a bonus of sixteen (16) hours of straight time pay.

Employees hired between December 1 and October 31 will also be eligible for a sick leave bonus, if they have no occasions of sick leave from the time they are hired until Oct. 31. The sick leave bonus will be paid under a pro rated method (each month worked to count as 1.4 hours credit per month). No bonus will be paid for anyone who has less than 30 days of service.

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, December 1, 1997 and October 31, 1998 and thereafter between November 1 of each year and the succeeding October 31:

<u>Occasions of Sick Leave</u>	<u>Maximum Hours that can be sold back</u>
Two or Less	Forty-eight (48)
Three to Four	Twenty-four (24)
More than Four	None (0)

Any payments made pursuant to this section shall be made in the second pay period of November. 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.

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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 with 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 "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.

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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 Employee 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 ~~twenty-four (24)~~ 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 9. MATERNITY LEAVE.

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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 10. ADOPTION.**

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

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**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.

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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. In addition to calling a steward, the Battalion Chief or Bureau Supervisor shall notify the First Vice President of the Union of the grievance. 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

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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 Union and the department head (and/or the department head's designee) shall meet to discuss resolution of the grievance within ten (10) days of its filing at the second step. The department head shall answer the grievance in writing within ten (10) days following this second step grievance meeting. ~~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,



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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. If an agreement is not reached by the parties, the services of the Federal Mediation and Conciliation Service will be utilized in the following manner: A list of at least seven (7) arbitrators will be requested from FMCS. If an arbitrator is not mutually agreed to from such list within ten (10) working days from receipt of such list, FMCS will be requested to submit a second list of at least seven (7) arbitrators. In the event an arbitrator is not mutually agreed to from such second list, the Union and the City shall alternate in striking of names from such second list until the name of only one (1) arbitrator remains, and the last remaining arbitrator shall hear the case unless either party can substantiate in detail why that arbitrator should not handle the case. ~~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 Watt~~
- ~~\_\_\_\_\_ 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~~ parties shall request a (new) second list of arbitrators from FMCS.

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.~~ Except as otherwise set forth within this collective bargaining agreement, arbitrations will be conducted in accordance with the rules and regulations of the American Arbitration Association.

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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

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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

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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.

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## ARTICLE 43

### PARAMEDICS

#### Section 1. GENERAL

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 Paramedic Training shall be selected on the basis of the results of testing for basic EMT knowledge, an evaluation of job performance and the operational needs of the department.

#### Section 3. MAINTAINING A PARAMEDIC LICENSE

If at the date of hire, the employee holds a valid "State of Michigan Paramedic License" or, after employment with the department, the employee is enrolled at the expense of the Flint Fire Department ~~and obtains~~ a Paramedic license, the employee(s) shall be required as a condition of employment to work as a Paramedic ~~and shall be obligated to be an EMT according to~~ ~~the Michigan State Board of Paramedic Examiners~~

If the employee elects to continue in the Paramedic program after the initial mandatory period, it will be for a one (1) year extension for each occasion.

New hires with a Paramedic license or employees who enroll, at the expense of the Flint Fire Department, and ~~obtain~~ a Paramedic license will maintain ~~that~~ license ~~as a condition of employment.~~

#### 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. ~~The Administration and Union will meet and agree upon a work schedule before each new program.~~

##### B. Continuing Education

The City will be responsible for offering all classes needed to maintain a Paramedic license including ACLS certification. If the City fails to offer a necessary class, then the City shall schedule the Paramedic to take said class and the City shall pay the Paramedic overtime for those portions of the class conducted while the Paramedic is not scheduled to work.

C. The City shall pay the costs of all required and approved course work

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under Section A and B, above and the costs of the license and renewal license and all books and related course materials.

Should the employee fail to obtain the initial Paramedic license, the employee will take the re-tests at the first available opportunities.

If the employee fails to secure the license or renewal license during this period, he shall reimburse the City of Flint for the cost of tuition, books and related course materials.

**Section 5.** During the initial thirty (30) 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 no on-duty Paramedics are available.

**Section 7.** Paramedics will be paid \$50.00 a day when working as a paramedic.

**Section 8.** Committed Paramedics will receive a \$2,000.00 participating allowance to be paid every month from November through March for the following:

**Section 9. COMMITTED PARAMEDICS**

- A. Those Paramedics who are part of the department's required EMS personnel and,
- B. Are in the Paramedic Program; or
- C. Have renewed their Paramedic License and receive the \$2,000.00 participating allowance; or
- D. Who are operating as Paramedics in a rotation and have not submitted a letter stating they are not committed (these letters must be submitted sixty (60) days before starting the

**Section 10. NON-COMMITTED PARAMEDICS**

- A. Paramedics who remain part of the department's required EMS Personnel and upon completion of the initial mandatory obligation of the department's Paramedic Program and have not recommitted.
- B. Required continuing education credits will apply per Section 4, Part B, of

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the Union contract.

**Section 11. NON-COMMITTED PARAMEDIC RESPONSIBILITIES**

- A. The City will only assign non-committed Paramedics such paramedic duties when:
  - 1. In the case of an extreme emergency.
  - 2. When a paramedic is needed on O.T. and all committed Paramedics have refused O.T. or were not available, a non-committed paramedic may volunteer to function as a paramedic on O.T.
  - 3. A non-committed Paramedic may volunteer to function as a paramedic on his or her regular duty day.
  - 4. Non-committed Paramedics will be treated as EMT's except as otherwise provided.

**Section 12. NUMBER 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.

**Section 13. EMS DRIVER POSITIONS/RESPONSIBILITIES:**

- A. EMS driving positions will be assigned daily.
- B. Driver assignments for 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, the EMT will receive a \$15.00 stipend per day assigned, to be prorated for assignments of less than a full day.
- C. A Paramedic may drive and assign a lower seniority EMT to care for the patient while transporting BLS.

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- D. 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 Consumer & Industry Services 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 [redacted] will overlap. EMS personnel will work to assist each other in their respective duties. 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.

**Section 14. MANNING OF ALPHA UNITS**

Alpha Units will be manned with one (1) EMT and one (1) Paramedic or as otherwise provided. If only one (1) EMT [redacted] Paramedic is scheduled at an Alpha Station, he or she will not be allowed to travel.

**Section 15. STATION AND DRIVING ASSIGNMENTS**

- A. Committed Paramedics may be assigned to a basic unit in the following situations:
  - 1. They are working overtime.
  - 2. They are trading time with an EMT.
  - 3. Not using the committed Paramedic would necessitate overtime.
  
- B. Committed Paramedics may be assigned to drive an advanced unit (Alpha) in the following situations:
  - 1. They are working overtime.
  - 2. They are trading time with an EMT.
  - 3. When they volunteer.
  - [redacted] [redacted] to Section 13C
  
- C. If an employee is dual classified (e.g. paramedic/2<sup>nd</sup> driver, or paramedic/apparatus operator), they may be required to perform as a paramedic and may be included in a regular med rotation.

**Section 16. ROTATION/OVERTIME**

- A. Each station operating a medical unit (Alpha or Bravo) will have a mandatory rotation of EMS personnel.



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1. When on overtime, EMS personnel will ride where and as needed independent of any rotation.
2. In non-emergency cases where non-officers are to be called in on overtime 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.

**Section 17.**

Any employee not required to maintain an EMT or Advanced EMT license who chooses to remain in the EMS program will not be counted in the mandatory 65 number.

**Section 18.**

Employees may volunteer to ride an EMS unit even though they are out of the mandatory 65, if they have the proper license.

**Section 19.**

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.

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**ARTICLE 42**

**EMERGENCY MEDICAL TECHNICIAN TRAINING**

As a condition of employment, all 50.4 hour employees must maintain an emergency medical license (e.g. Paramedic, EMT or First Responder) from the State of Michigan. The employer shall be responsible for providing the classes, license fees and continuing education necessary to maintain those licenses.

All employees shall be required to work as a Paramedic or EMT until they have ten (10) years of departmental seniority. However, the 65 employees with the least seniority shall be required to perform as Paramedic or EMT, regardless of the above.

Employees hired after July 27, 1995, shall, as a condition of employment, maintain a Paramedic or EMT license.

Employees hired before July 27, 1995, shall, as a condition of employment, maintain a Paramedic, EMT or First Responder license.

In the event employees are required to re-license as an EMT to meet the minimum requirement of 65 EMT's, such employees will be notified and the Department will arrange for training. Such employees will be treated on the same basis as set forth above.

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.

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.

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

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.

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.

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.

The Fire Department 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.

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**ARTICLE 48**  
**PRIOR MILITARY SERVICE CREDIT**  
**RETIREMENT PURPOSES**

**Section 1 — July 1, 1997 Through Ratification:**

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.

**Section 2 — Ratification Through Sixty Days After Ratification:**

On a one-time only basis, and not thereafter, current employees may, in the period commencing with ratification and continuing to and through sixty (60) days after the date of ratification, 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 Section 1, above, of this article.

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Section 3 — Sixty-One Days After Ratification Through Expiration:

Effective, sixty-one (61) days following ratification of this agreement, any employee may 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 the employee received an honorable discharge.

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: Present Actuarial Value of Such Retirement Service Credit As of the Date of the Election.

Said contribution shall be made in one (1) installment, payable not later than thirty (30) days following the employee's retirement. Interest shall accrue at a rate of  $\frac{3}{4}$  of 1% per month, and shall be compounded annually on the amount due. 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.

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**FIRE DEPARTMENT  
NON-DUTY RELATED INJURY/ILLNESS/PREGNANCY POLICY**

1. When an employee is unable to work because of a non-duty related injury/illness pregnancy, they should notify the Fire Chief, Assistant Fire Chief, or the Deputy Chief and bring notification from their doctor.
2. The employee should be scheduled to go to the Employee Safety Clinic to see the city physician to verify the injury/illness/pregnancy. 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.

3. The employee may elect a number of options for the period they are on non-duty related status. the employee may elect to use sick, annual W.P.'s and Kelly days for the balance of the injury/illness/pregnancy. The employee may elect to go without pay for the balance of injury/illness/pregnancy. The employee may elect to be shifted to an eight (8) hour a day existing job classification designated by the Chief provided such work is available and provided that the employee has the skills to do the work. The employee has to be of at least five (5) working days before any option may be chosen.
4. If employee chooses the option to go without pay, the employee will not lose health benefits or seniority accrual for a period of twelve (12) weeks. The employee may, upon conclusion of the twelve (12) week period, be granted up to eight (8) months of leave without pay. During this eight (8) month period, no benefits will be provided and no seniority accrued.
5. If the employee chooses an eight (8) hour a day assignment, the shift and specific job classification will be the sole determination of the Fire Chief. The 50.4 hour employee will be paid for a 40-hour week at the hourly wage currently in effect for the classification held by the employee at the time of the employee's injury/illness/pregnancy. The forty (40) hour employee will be paid 76% of the wage currently in effect for the classification held by the employee at the time

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of the employee's injury/illness/pregnancy. The employee will work this assignment for the specific period of the illness/injury/pregnancy as determined by the doctor, but in no case shall the assignment last more than one (1) calendar year. Classifications such as Call taker, Clerk Typist, and Janitor may be classifications available for this assignment.

6. If an employee chooses to work the eight (8) hour job and either changes his/her mind or is unable to perform the essential functions of the job, they will have their choice of the other options. Once an employee leaves the eight (8) hour a day assignment voluntarily, they may only return to the 8 hour assignment with the permission of the Fire Chief or his designee.
7. Article 27, Section 1 will apply for those 50.4 hour employees who switch to a 40 hour a week assignment. Once the employee leaves the forty (40) hour a week assignment, he/she is assumed to be back on 50.4 hour status.

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**City of Flint**  
**911 Center Proposals**  
**to the**  
**Flint Firefighters Union**

The following proposals are presented to the Fire Union's bargaining team in regards to 911 contractual issues referred to in the proposed settlement item # 19.

**1. Article 2 Recognition, Section 2: Add the following job classifications (Job descriptions attached):**

Emergency 911 Assistant Supervisor  
Emergency 911 Terminal Operator  
Emergency 911 Dispatcher Trainee  
Emergency 911 Dispatcher  
Emergency 911 Supervisor  
Emergency 911 Senior Supervisor

**2. Article 5 Union Business, Section 3 Bargaining Team-**

Paragraph 2 to read: "The City may, at its option, require the Assistant Fire Chief and/or the 911 Administrator to be present during negotiating sessions as a member of the City's bargaining team".

**3. Article 10 Work week Section 5 Add a section titled, "911 Center Shift Preference" to read as follows:**

**911 Center Shift Preference**

- Shifts will be defined as first shift (7 a.m. to 3 p.m.), second shift (3 p.m. to 11 p.m.), and third shift (11 p.m. to 7 a.m.)
- The selection of shift assignments within the 911 dispatch center shall be based on job classification seniority

**4. Article 16 Overtime Equalization Add a new section titled, "911 Center Overtime Equalization". Within this section there will be 3 sub headings: Scheduled Overtime, Unscheduled Overtime, and Unscheduled Overtime Call In procedure.**

**Scheduled Overtime**

- Department seniority within job classification shall be used for the purpose of filling overtime in the 911 dispatch center.
- There will be mandatory equalization of overtime accepted by all Local 352 employees in the 911 Center. Employees will be able make choices regarding scheduled overtime assignments. All attempts will be made to honor the choices made by the employees, although there is no guarantee that the employee's choice



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will be given to them.

- Scheduled overtime for the week will be filled by the previous Friday. Scheduled overtime choices shall be turned in the Friday (a.m.) Prior to the week the overtime is being filled for.
- Employees can choose four (4) hour blocks according to department seniority within job classification on first round picks. Once all overtime has been filled for the week, the following week will begin with the person with the least amount of hours accumulated, high seniority has first choice.
- No trade offs allowed for scheduled overtime, unless approved by a Senior Supervisor or above.
- If an employee does not leave a list of overtime selections by the appropriate day the unfilled overtime will be assigned to them, lowest seniority first, lowest accumulated overtime hours first within the job classification the overtime is needed.
- Overtime marked with a "SPV" must be filled by an Assistant Supervisor or Supervisor. If a Supervisor does not choose one of the shifts, one will be assigned, based on the least number of hours accumulated, lowest seniority first.

#### Unscheduled Overtime (Additions to Article 16 section 3)

- Forced overtime will be confined to the classification where overtime is needed, lowest accumulated overtime hours, lowest department seniority first. Forced overtime will be at a maximum of four (4) hours unless the second four hours cannot be filled.
- 911 Center overtime shall be equalized annually on January 1 of each year.

#### Unscheduled Overtime Call-in procedure

- Recommended Staffing Levels:

First shift: One (1) Supervisor or Asst. Supervisor  
Three (3) Dispatchers  
Two (2) Call takers

Second shift: Two (1) Supervisor or Asst. Supervisor  
Three (3) Dispatchers  
Three (3) Call takers

Third shift: One (1) Supervisor or Asst. Supervisor  
Three (3) Dispatchers  
Two (2) Call takers

- Overtime will be considered unscheduled if it is known or requested after Friday 1<sup>st</sup> shift when the scheduled overtime is filled.
- Overtime will be ordered or forced within the classification based on the

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minimum staffing levels listed above. It may be filled voluntarily from a higher classification.

To Fill Overtime with less than 24 hours notice

- Lowest employee with accumulated overtime hours on duty within the classification from the preceding shift will be told they must stay the first 4 hours of the overtime shift unless it can be filled on a voluntary basis.
- The employee with the lowest accumulated overtime hours from the following shift will be told they must come in 4 hours early unless it can be filled voluntarily. (Overtime will be assigned commencing with the employee with the lowest accumulated overtime hours and moving to the highest)
- If they are unable to contact anyone from the following shift notify the next lowest employee with accumulated overtime hours from the previous shift within the job classification that they must return to work the last 4 hours of the overtime shift unless it can be filled with voluntary overtime.
- Call by order of lowest employee with accumulated overtime hours within the classification to come in voluntarily. If no one accepts go to the next classification that is qualified to fill the vacancy for voluntary overtime.
- Every attempt will be made to limit forced or ordered overtime to 4 hours. In certain circumstances it may be necessary to order for 8 hours.
- Overtime may be filled for the full 8 hours voluntarily.

To fill Overtime with more than 24 hours notice:

- The two employee's within the classification of the overtime to be filled that have the lowest accumulated overtime hours will be informed that they must work 4 hours each to fill the overtime shift unless a volunteer will fill it. (They will be allowed to work out between the two of them how to fill the two 4 hour blocks. If they cannot, the highest seniority employee within the classification will get their preference).
- Call all employees in that classification starting with the employee with the lowest accumulated overtime hours for the voluntary overtime. If no one accepts call the next classification to get voluntary overtime.
- If you can fill the complete shift, cancel the forced or ordered overtime. If you can fill only 4 hours voluntarily, only the person with the lowest accumulated overtime hours in that classification will be required to work the remainder of the shift that could not be filled voluntarily.
- If the employees with the lowest accumulated overtime hours are equal, the person with the highest job classification seniority will receive preference.

5. Article 24 Annual Leave, Section 2 add a new section, "Use of Annual Leave for 911 Center"

Use of Annual Leave for 911 Center

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- First vacation picks chosen are to be a minimum of 8 hours and a maximum of 80 hours. The employee's first vacation pick cannot be canceled unless approved by the Senior Supervisor or the 911 Administrator. Picks will be done by department seniority within job classification.
- Annual vacation picks must be made between March 1 and March 15 of each year. The employee must be available to pick their vacation at the allotted time. If the employee is called at home, they have one (1) hour to return the call or they will be passed. If the employee is available, they must pick within one (1) hour of being notified it is their pick. If they do not pick, they will be put on the bottom of the list. If the employee is not available he/she must leave vacation picks with supervisor.
- The employee must pick a full shift. Two (2) and four (4) hour vacation requests are considered an unscheduled vacation request and may be requested the day of use if manpower permits. The manpower determination will be determined by the 911 administrator through the use of the minimum staffing chart.
- ~~Employees may pick as much scheduled vacation as they have accrued in their bank as of April 1. An employee can request unscheduled vacation time based on the available balance the employee has after all scheduled vacation time has been covered.~~ Employees may pick as much scheduled vacation as they can accrue by the scheduled pick.
- Scheduled vacation that is canceled will be available as a scheduled pick for that day (24 hour) only. After that day, it is considered unscheduled.
- Unscheduled vacation time request made less than 24 hours in advance shall be granted if manpower permits without creating any forced overtime.
- One Dispatcher or Operator per shift will be allowed on vacation, scheduled or unscheduled. One Assistant Supervisor or Supervisor will be allowed off per day.
- An employee cannot pick vacation time prior to their first year departmental seniority date.
- The Supervisor on duty is responsible for coordinating the scheduled vacation picks.

**6. Article 25 add 911 Administrator Section 2 paragraph 1:**

"Application for sick leave by employees of the 911 Center shall be made to the 911 Administrator on a form provided by the City and must be approved by the 911 Administrator."

**7. Article 29 Educational Leave 3rd paragraph add 911 Administrator Language**

"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 of the Fire Department or the 911 Administrator if it involves the 911 Center agrees that such courses would aid them in the practice and performance of his service

**8. Article 33 Changes:**

Seniority, Section 1 (B) Department Seniority – Remove "shift preference for alarm

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dispatchers”

- Seniority Section 1 (C) Classification Seniority-Add “Classification seniority shall be used for shift preference for 911 Center Employees.”

**9. Article 38 Grievance Procedure, Section 2 Procedures: Add 911 Administrator language**

- Step one first paragraph add: “The immediate supervisor shall call a Union steward and the Battalion Chief or Bureau Supervisor or the 911 Administrator, if it involves the 911 Center, and shall arrange a meeting to orally discuss the grievance among the aggrieved employee, his Union steward, the immediate supervisor, and the Battalion Chief or Bureau Supervisor or 911 Administrator, if it involves the 911 Center”
- Step 2 Paragraph 2 add: “Should the Union and the Chief and/or 911 Administrator, if it involves the 911 Center, resolve the grievance, such.....”

**10. Any place in the contract other than the articles mentioned previously that address the Chief as the approving authority shall also include the language : “or the 911 Administrator, if it involves the 911 Center,”**

**11. Article 50 Miscellaneous, Section 8**

- Alarm Trainees (title)-change to Emergency 911 Terminal Operators-Section 8 title.
- First line section 8 should read; “Future employees hired as Emergency 911 terminal Operators must successfully complete a twelve (12) month probationary period.

**12. Add new article: “Recommended Staffing Levels”**

- Recommended staffing levels:

First shift

One (1) Supervisor  
Three (3) Dispatchers  
Two (2) Operators

Second shift

One (1) Supervisor  
Three (3) Dispatchers  
Three (3) Operators

Third shift

One (1) Supervisor  
Three (3) Dispatchers  
Two (2) Operators

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13. **Add a Letter of Understanding regarding the 911 Administrators scope of authority:**

911 Administrator's Scope of Authority shall include, but not limited to:

- 1. To apply the appropriate disciplinary action to all employee's
- To make recommendations on new hires
- To negotiate non-economic agreements for union contract
- To make managerial decisions that apply to the 911 Center
- To manage the 911 center budget
- To fill all vacancies and make all promotions that occur in the 911 Center
- To manage all other related work as required by the City Administrator6

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CITY OF FLINT  
AND  
FLINT FIRE FIGHTERS UNION, LOCAL 352. I.A.F.F.  
VACATION SCHEDULING AGREEMENT

I. DEFINITIONS

Scheduled vacation picks shall be those vacation picks chosen prior to March 15. Picks that are scheduled, cancelled and then re picked before 2000 hours on the day of cancellation are also scheduled picks.

All other picks shall be considered as "unscheduled picks."

II. TOTAL NUMBER OF MEMBERS ALLOWED ON VACATION:

A. Group No. 1 = Non-officers.

Group No. 2 = Officers.

Group No. 3 = Battalion Chiefs & Primary Captains

B. Group No. 1 will be allowed seven (7) persons, and Group No. 2 will be allowed two (2) persons, Group, #3 will be allowed one (1) person on vacation at one time. This is subject to the following exceptions:

- (1) A vacation request on the day of the request will be granted only if it does not result in more than six (6) persons from Group #1 and or more than 2 persons from Group #2, being on vacation.
- (2) Group No. 2 will be allowed ~~a third person~~ additional people to be on an unscheduled basis when there are seven (7) officers on duty and it does not involve overtime for either officers or firefighters. These additional days will be granted on the day being requested for vacation or on the preceding duty day ~~and as soon as practical after roll call.~~
- (3) Group No. 1 will be allowed to use any of the two (2) officer days that remain vacant after roll call for the day if it does not entail calling in a person on overtime.
- (4) Additional vacation days may be allowed at the discretion of the Assistant Chief/Batt. Chief.

III. SCHEDULED VACATIONS.

A. All scheduled vacations shall be turned in to the Assistant Chief by March 15, 1994.

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- B. All scheduled vacation picks shall consist of a minimum of twenty-four (24) hours beginning at 0800 hours of the first day scheduled and a maximum of ninety-six (96) hours.
- C. Vacations shall be picked by departmental seniority within the their respective groups.
- D. When an employee is offered the opportunity for a vacation pick, a selection has to be made within one (1) hour – except in extenuating circumstances and with approval by the Assistant Chief/Batt. Chief between 0800 and 2100 hours. The first opportunity to exercise a vacation pick constitutes the 1st scheduled vacation pick. If no picks are left with the station officer or the person coordinating the vacation schedule then the employee picking will be passed with approval of Assistant Chief or Battalion Chief.
- E. Employees may pick as much scheduled vacation as they can accrue by the scheduled pick.

#### IV. UNSCHEDULED VACATION PICKS

- A. All scheduled vacations shall be requested first through the house officer. If the house officer is not available, the request shall be channeled through their battalion chief.
- B. Unscheduled vacation time of one or more days may be granted (subject to the restrictions contained in this Section IV and Section II, B, 1 through 5, above) up to fifteen (15) calendar days in advance. During the time of an emergency, unscheduled picks may be denied at the discretion of the Assistant Chief.
- C. Unscheduled vacation requests of twelve (12) or twenty-four (24) hours shall begin at 0800 or 2000 hours and shall be requested from 0800 to 1700 hours only.
- D. Unscheduled vacation requests of six (6) hours may be granted only after twelve (12) and twenty-four (24) hour requests are granted and must be scheduled between the hours of 0200 and 2300. If the six (6) hour request is attached to a twelve (12) hour request, the six (6) hour request must begin at 1400 hours and must be attached to a twelve (12) hour night request beginning at 2000 hours. Only a single six (6) hour request per member will be granted in a twenty-four (24) hour work shift, on the day of its use, and granted at roll call only. Granted six (6) hour vacation requests shall not that necessitate the calling in of any overtime may be granted at the discretion of Assistant Chief/ Batt. Chief.

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- E. Unscheduled vacation will not be allowed unless the employee has accumulated enough time to cover any scheduled vacation days in addition to the unscheduled time requested.
- F. Between June 10th and September 10th, notwithstanding the foregoing.
  - 1. Requests made for unscheduled vacation time on the day of the request will not be granted if on-duty manpower drops below 39 42.
  - 2. Requests for unscheduled vacation time exceeding that identified in Section II, B, above, may be granted at the discretion of Assistant Chief/Batt. Chief, but only if manpower remains at or above 39 42.

#### V. TRANSFERS

- A. In case of a non-requested transfer, members transferred will retain their previous vacation picks.
- B. In case of a voluntary transfer to another shift, members transferred will retain their previous vacation picks only with the permission of the Assistant Chief. If not possible, members transferred will have the first choice of unscheduled vacation picks in the group they are transferred to, at the time of the transfer. ~~Promotions will not be considered a voluntary transfer. In the case of a promotion the person promoted will retain his first pick.~~
- C. Scheduled vacation picks made available by an employees transfer that are not picked by another employee transferred will be made available to the group ~~immediately~~.

#### VI. CANCELLATION OF VACATION DAYS

- A. ~~Any first vacation pick (your first opportunity to pick) or~~ An unscheduled vacation pick can not be cancelled by the member.
- B. Scheduled picks may only be cancelled in twenty-four (24) hour increments.
- C. An employee wishing to cancel scheduled twenty-four (24) hour pick (s) shall inform his or her immediate supervisor no later than ~~1700~~ 1200 hours of the last normally scheduled duty day prior to the vacation day prior to the vacation day. These requests shall be granted.
- D. Any twenty-four (24) hour pick cancelled by ~~1700~~ 1200 hours on the duty day prior to the vacation shall be available as a scheduled pick to the group until ~~2000~~ 1700 hours on the day of cancellation.
- E. Any twenty-four (24) hour pick not picked up by ~~2000~~ 1700 hours on the



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day cancelled shall be considered an unscheduled day and will then become available, subject to the provisions of Sections II and IV, above, fifteen (15) days in advance.

- F. An employee may request to cancel a scheduled vacation day later than ~~1700~~ 1200 hours of his or her last normal scheduled duty day. The grant or denial of this request shall be at the sole discretion of the Fire Chief or his or her designee. If cancellation is allowed, it will be made available as an unscheduled vacation pick.

**VII. MISCELLANEOUS:**

Employees shall be allowed to exercise time trades with pay (wp) on the day they are scheduled to work provided that said time is traded with an employee possessing the skills required (e.g., paramedic) by the Department on that day of the originally scheduled employee.

**VIII. EXPIRATION:**

This vacation scheduling agreement shall remain in effect for the duration of this contract.

9/11

JF  
KFA  
RHP

## BID PROCESS

When a permanent vacancy occurs in a 50.4 hour position within the fire suppression division, any person within the classification in which the vacancy occurs may bid on the vacant assignment (i.e., shift and station) with their classification seniority. All positions will be filled within each classification. The following will control the bid process:

- A. The employee must have enough seniority to bid on open positions.
- B. In the event an employee is transferred from one assignment to another or in the event that a bid on a vacant assignment is denied, the employee may request the City to give a written explanation of the reasons for the transfer or denial. The City will provide the written explanation within seven (7) days of the employee's request.
- C. Employees in the Sergeant classification will not be allowed to bid on vacancies. In addition, employees who, on or after May 1, 1995, initially hired, promoted or transferred to the position of Firefighter EMT Trainee shall not be allowed to bid on vacancies until such time as they have accrued 1825 service credits following the date of their initial hire, promotion or transfer to the position of Firefighter EMT Trainee.

9/11 JF  
TEA RSP

**LETTER OF UNDERSTANDING**  
**PERSONNEL RULES STUDY COMMITTEE**

**Section 1.**

The City of Flint and Local 1600, AFSCME, agree to establish a joint Personnel Rules Study Committee in order to explore the desirability of substituting the City of Flint Personnel Rules for the "Old" Civil Service Commission Rules.

**Section 2.**

The Personnel Rules Study Committee shall be made up of the respective City and Union bargaining teams as designated by the Union and the City. Committee members shall be released during their normal work shift without loss of pay as set forth in Section 3, of Article 5, Union Business.

**Section 3.**

It is understood that any agreement, including any decision to adopt all or portions of the City of Flint Personnel Rules is subject to ratification by the membership of the Union prior to implementation.

DATED: 1 July 98

[Signature]  
FOR THE CITY

Thomas C. [Signature]  
Joseph P. Joust  
FOR THE UNION


9/3  
for TRK  
J 7  
HJ

# LETTER OF AGREEMENT

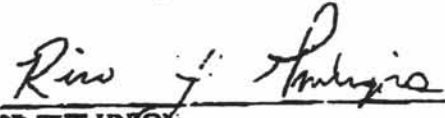
It is hereby agreed by and between the City of Flint and the Flint Fire Fighters union Local 352 that:

1. The Fire Prevention Inspector/Sergeant written examination will be given on or before Tuesday, August 31, 1999.
2. The materials from which this test is written will be listed on the promotional job announcement and are currently available at each fire station.
3. Employees promoted to Fire Prevention Inspector/Sergeant will receive classification seniority back to the 91<sup>st</sup> day of the provisional appointment to that position.
4. Employees promoted to fill the positions held provisionally or any other open position in the rank of Fire Prevention Inspector/Sergeant will receive back pay to March 1, 1999.
5. All positions in Fire Suppression will be filled with either permanent promotions or provisional appointments to cover those employees hold provisional Fire Prevention Inspector/Sergeant positions.

This agreement will be without precedential effect. In this regard, it is specifically agreed that this agreement, including any of its individual terms and/or conditions, shall not be used as evidence of intent or interpretation of any of the provisions contained in any collective bargaining agreement between the parties and/or in the City of Flint Personnel Rules.

  
FOR THE UNION

  
FOR THE CITY

  
FOR THE UNION

  
FIRE DEPARTMENT ADMINISTRATION

Flint Fire Department Arson K-9 Agreement

9/3  
TEB  
RFB  
J7

Arson dog assigned to the Fire Department Investigation Bureau are property of the Flint Fire Department. The Flint Fire Department will be responsible for care and feeding of the dog, including veterinary expenses. Veterinarian used will be at the discretion of the Fire Chief. When a dog is retired from service by The Flint Fire Department, ownership of the dog will be first offered to the Fire Investigator who was the dogs handler.

Effective March 17, 1999, on the first day of each month, the investigator assigned to the K-9 will have their sick or annual time bank credited with twenty four straight time hours, which is the overtime equivalent of the sixteen hours the parties agree the investigator will spend each month on the care, feeding and training of the dog. This sick or annual time shall be utilized in accordance with Article 24 and 25 of the collective bargaining agreement. This sick/annual time will cover all non compensated off duty hours that are required for the care, training and feeding of dogs. K-9 investigators will continue to be compensated under current contractual language for call in time, other training and overtime.

The handler will be expected to participate in any initial training as well as follow up training required. The City will also have available for its use a laboratory capable of conducting comprehensive analysis of accelerants.

Acceptance of this letter of understanding will cover and bind all past and future claims in regards to non-compensated time prior to this agreement. This letter shall also bind any future canine officers to the terms and conditions of this letter of understanding.

Thomas A. [Signature]  
Flint Fire Fighters Local 352  
Joseph P. Fouat  
Date: 12 July 99

[Signature]  
City of Flint

ju  
TEA RAP  
9/3 J7

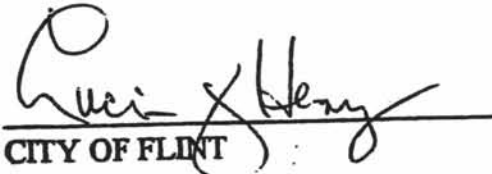
**LETTER OF UNDERSTANDING  
CLARIFYING ARTICLES 29 AND 59  
REGARDING TUITION REIMBURSEMENT**

It is hereby agreed between the City of Flint and Flint Fire Fighters Union, Local 352, that:

- A. The parties desire to clarify the intent of the parties as to the procedures controlling tuition reimbursement as set out in Article 29 and tuition reimbursement for educational requirements as set out in Article 59.
- B. The parties agree that the procedure for obtaining reimbursement for tuition expenses under both articles shall be as set forth below.
- C. This procedure shall apply in all instances, even in those instances where the tuition being reimbursed is for attendance at courses related to arson investigation, courses leading to certification as a state certified Fire Prevention Inspector, courses related to successful completion of Fire Officer I, II, or III, as well as both job related courses offered by an accredited educational institution (Article 29) and job related college courses (Article 59).
- D. In all such instances, employees shall send proof of successful completion and the amount expended for tuition to the Fire Department. The Fire Department shall then send such proof of successful completion and the amount expended for tuition to the Personnel Department for processing. It is agreed by the parties that it was never intended that tuition reimbursement under Article 59 should be processed as if it were a travel and expense reimbursement used customarily for seminars.
- E. Requests for tuition reimbursement arising under Article 59 shall be paid promptly following submission of the appropriate data for processing by the Personnel Department and approval by the Personnel Department. Requests for tuition reimbursement arising under Article 29 shall be processed annually by the Personnel Department in order that both the annual bargaining unit maximum set out in Article 29 and the 100% maximum reimbursement set out in Article 59 might be properly monitored by the Personnel Department.

  
CITY OF FLINT

  
LOCAL 352, I.A.F.F.

  
CITY OF FLINT

  
LOCAL 352, I.A.F.F.

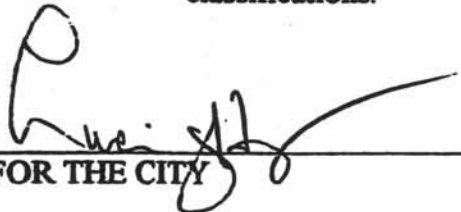
DATED: 4 August 1998

8/2/EA  
RP  
9/3  
JF


## LETTER OF UNDERSTANDING

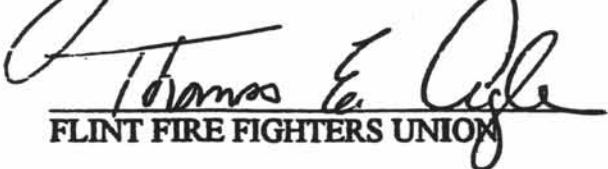
The City of Flint and Flint Fire Fighters Local 352 agree to the following understandings with regard to the positions of Training Officer, Emergency Medical Coordinator and Quartermaster.

1. The positions of Emergency Medical Coordinator, Training Officer and Quartermaster are not rank positions. An employee will receive "add-on" classification seniority in the rank the employee held at the time of his or her promotion. This "add on" classification seniority will be used for promotional requirements and lay off. (See Article 34 of C.B.A.)
2. The person holding the position of Training Officer may write for promotion to the Assistant Chief's position. The Training Officer may also write for promotional opportunities that he or she is eligible to write for based on previously held classifications.
3. The person holding the position of Emergency Medical Coordinator may write for promotion to the Training Officer position. The Emergency Medical Coordinator may also write for promotional opportunities that he or she is eligible to write for based on previously held classifications.
4. The Quartermaster may write for promotional opportunities that he or she is eligible to write for based on previously held classifications.

  
FOR THE CITY

  
FIRE DEPT. ADMINISTRATION

  
FLINT FIRE FIGHTERS UNION

  
FLINT FIRE FIGHTERS UNION

DATE: 04 MAR 98

21798  
2/25/98

TEA 9-2-88  
RSP JA

GRIEVANCE 95-22

SETTLEMENT AGREEMENT

It is hereby agreed, without precedent, by and between the City of Flint (herein the City) and the Flint Fire Fighters Union, Local 352, IAFF (herein the union) in full and final settlement of all matters relative to the grievance of Frank Trigger regarding new policies.

- 1.) In the future before the department places a new work rules in effect, the department and the union shall meet and confer on the new work rules.

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.

*[Signature]*  
FOR THE CITY

*Thomas E. Ogle*  
FLINT FIRE FIGHTERS UNION

*[Signature]*  
FIRE DEPT. ADMIN.

*Joseph P. Foust*  
FLINT FIRE FIGHTERS UNION

12/10/97  
DATE




9-2-99  
TEA HLP

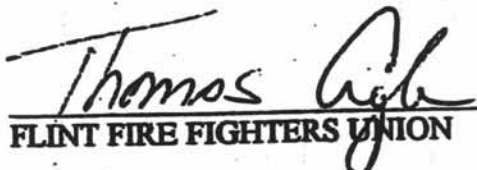
David Sullivan  
Grievance (96-21)  
November 13, 1997

**SETTLEMENT AGREEMENT**

The City of Flint (herein after "The City") and the Flint Fire Fighters Local 352 (herein after "The Union") hereby agree in full and final settlement of any and all matters concerning Grievance 96-21:

1. The City will give an employee a written explanation of why he or she is being transferred or when he or she is refused a bid request.
  - A. The employee must have enough seniority to bid on open positions.
2. The City will provide the written explanation within seven (7) days of the employees request for the written explanation.
3. Nothing contained in this Agreement shall be construed as an admission of wrong doing or liability by the City.

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

  
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FLINT FIRE FIGHTERS UNION

  
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FIRE DEPARTMENT ADMINIS.

  
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FLINT FIRE FIGHTERS UNION

12-20-97  
DATE

9-2-99  
JWP  
RHP J7

**LETTER OF UNDERSTANDING**

It is hereby agreed between the City of Flint (hereinafter, "the City") and the Flint Fire Fighters Union, Local 352, International Association of Fire Fighters (AFL-CIO) (hereinafter, "the Union") as follows:

- 1). For the Safety/Training Officer position, said position will be paid 4 hours of their hourly rate of pay every pay period to compensate them for standby pay. If they are called in to work they shall be paid at 1.5 times their hourly rate of pay for hours actually worked over and above their normal work hours.
- 2). This said position will also have a Fire Department vehicle at their disposal. If for unforeseen circumstances they have to use their personal vehicle for work, they will be compensated at the regular mileage rate for such use.
- 3). This is binding by both sides, until (City and Union), mutually agree to a change.

DATE: Nov. 2, 1995

Harold W. Coles II  
UNION

Paul T. Garrison  
FIRE ADMINISTRATION

Alvin Hill  
UNION

Donny [Signature]  
CITY OF FLINT

JWA  
T.F.A. 9-3-99  
RSP  
J7

SETTLEMENT AGREEMENT

It is hereby agreed by and between the City of Flint (herein the Employer) and the Flint Fire Fighters Union, Local 352, I.A.F.F. (herein the Union), without precedent and without admission of liability on the part of the Employer, in full and final settlement of all issues raised by Grievance No. ~~93-09~~, that:

- 94-09 J.A. G.O.B.      94-09 J.A. G.O.B.
1. Grievance No. ~~93-09~~ shall be withdrawn and shall not be arbitrated by either party.
  2. Willie Miller shall be forthwith paid Two Thousand Dollars (\$2,000.00) and shall be promoted from the position of Fire Prevention Lieutenant to the position of Fire Prevention Captain with a classification seniority date of May 1, 1994, and, thereafter, a minimum of two (2) Fire Prevention Captain positions out of a total of six (6) total available positions will be maintained in the Fire Prevention Bureau.
  3. Carl Hawkins will be transferred from the position of Fire Suppression Sergeant to the position of Fire Prevention Sergeant with a classification seniority date of March 28, 1994. No back pay shall be afforded Carl Hawkins.
  4. For purposes of both the successful completion of a promotional probationary period and eligibility to compete for promotional opportunities which require minimum time in a position, however, the date of Hawkins' promotion to Fire Prevention Sergeant shall be considered to be the date of this settlement agreement.
  5. Michael Weiss will be promoted from Fire Fighter Second Driver to Fire Suppression Sergeant with a classification seniority date of August 15, 1994. No back pay shall be afforded Michael Weiss.
  6. For purposes of both the successful completion of a promotional probationary period and eligibility to compete for promotional opportunities which require minimum time in a position, however, the date of Weiss' promotion to Fire Suppression Sergeant shall be considered to be the date of this settlement agreement.

TEA 9-3-49  
RLP JF

7. James Maxwell and Walter Davis shall, in that order, be recalled to the next two vacancies which become open in the position of Fire Prevention Sergeant.
8. Joseph Peck shall be recalled to the next vacancy which becomes open in the position of Fire Suppression Sergeant.
9. The eligibility lists currently in existence for the position of Fire Prevention Sergeant and Fire Prevention Captain will be recomputed and repromulgated using uncapped seniority points. Promotions made from these lists shall be made using a rule of one until such time as the parties' agree to some other method of determining promotions to these positions.
10. This settlement agreement shall be considered to supplement the recently expired collective bargaining agreement which has been extended by agreement of the parties pending negotiations for a new collective bargaining agreement and, shall supplement, but not take precedence over, any collective bargaining agreement negotiated to succeed said recently expired collective bargaining agreement.

Ray J. Pate  
CITY OF FLINT

DATED: 1-11-95

Paul T. Garner  
CITY OF FLINT Fire Dept.

DATED: Jan. 9, 1995

Harold W. Coles II  
FLINT FIRE FIGHTERS UNION

DATED: JAN. 9, 1995

Joseph P. Foust  
FLINT FIRE FIGHTERS UNION

DATED: Jan 9, 1995

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RSP  
9-3-99  
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Grievance No. 95-1  
95-2  
R. Voelker - Captain  
E. Galant Promotions

**SETTLEMENT AGREEMENT**

It is hereby agreed, without precedent, by and between the City of Flint (herein the Employer) and the Flint Fire Fighters Union, Local 352, I.A.F.F. (herein the Union), in full and final settlement of all matters raised by the above referenced grievances, that:

- 1) Rex Voelker will be promoted to Captain effective January 10, 1995. He will receive back pay.
- 2) Eric Galant will be promoted to Captain effective January 10, 1995, no back pay.
- 3) Capt. John Morrison's effective date 1/10/95.
- 4) Paragraph #9 (I) on the contract will change from 27 Sergeants and Lieutenants to 25 and 9 Captains to 11.
- 5) The City of Flint will be able to use Universal Standard's Laboratory for Local 352's current members' health insurance, Blue Cross/Blue Shield members only.
- 6) Local 352 agrees to have its Fire Suppression and Fire Prevention members to be minimum of 1st responder certified and Alarm Dispatch employees Emergency Dispatch Certified. Everyone will have a minimum of 24 months from the signing of this agreement to comply with this section. Also, it is the intent of both parties from this date, new hires will maintain their EMT licenses through their careers and current employees who want to keep their EMT licenses, the employer will pay the fee for renewal. This section will not effect the current section in the contract of 65 in the medical program.

*Eugene Cooper*  
*Donald W. Cole II*  
Local 352

*7/27/95*  
Date

*Paul T. Carr*  
Fire Administration

*Darryl J. [Signature]*  
City of Flint

9-3-99  
JF  
RSP

LETTER OF UNDERSTANDING

It is hereby agreed, by and between the City of Flint (herein the Employer) and the Flint Fire Fighters Union, Local 352, I.A.F.F., AFL-CIO (herein the Union), that the paragraph (h) of the parties' previous Letter of Agreement be modified by adding the following language:

Employees employed in the Sergeant classification shall not be allowed to bid on vacancies. In addition, individuals who are, on or after May 1, 1995, initially hired, promoted or transferred to the position of Firefighter EMT Trainee shall not be allowed to bid on vacancies until such time as they accrue 1825 service credits following such date of initial hire, promotion or transfer to the position of Firefighter EMT Trainee.

Harold W. Coles II  
FLINT FIRE FIGHTERS UNION

Dated: May 17, 1995

Joseph L. Foust  
FLINT FIRE FIGHTERS UNION

Dated: May 17, 1995

Rory D. Bates  
CITY OF FLINT

Dated: 5-18-95

Saul D. Garrison  
FLINT FIRE DEPARTMENT ADMIN.

Dated: May 16, 1995

*W. T. ... 4-5-99*  
*RHP / 7*

**Flint Fire Department Arson K-9 Agreement**

Arson dog assigned to the Fire Department Investigation Bureau are property of the Flint Fire Department. The Flint Fire Department will be responsible for care and feeding of the dog, including veterinary expenses. Veterinarian used will be at the discretion of the Fire Chief. When a dog is retired from service by The Flint Fire Department, ownership of the dog will be first offered to the Fire Investigator who was the dogs handler.

Effective March 17, 1999, on the first day of each month, the investigator assigned to the K-9 will have their sick or annual time bank credited with twenty four straight time hours, which is the overtime equivalent of the sixteen hours the parties agree the investigator will spend each month on the care, feeding and training of the dog. This sick or annual time shall be utilized in accordance with Article 24 and 25 of the collective bargaining agreement. This sick/annual time will cover all non compensated off duty hours that are required for the care, training and feeding of dogs. K-9 investigators will continue to be compensated under current contractual language for call in time, other training and overtime.

The handler will be expected to participate in any initial training as well as follow up training required. The City will have available for its use a laboratory capable of conducting comprehensive analysis of accelerants.

Acceptance of this letter of understanding will cover and bind all past and future claims in regards to non-compensated time prior to this agreement. This letter shall also bind any future canine officers to the terms and conditions of this letter of understanding.

*Thomas ...*  
\_\_\_\_\_  
Flint Fire Fighters Local 352  
*Joseph P. Fouat*  
Date: *12 July 99*

*Thomas ...*  
\_\_\_\_\_  
City of Flint