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6/30/92

AGREEMENT

Between

CITY OF FLINT

and

LOCAL 1799, AFFILIATED WITH COUNCIL 25

and chartered by

THE AMERICAN FEDERATION OF STATE,

COUNTY AND MUNICIPAL EMPLOYEES,

AFL-CIO

*Flint, City of*



JULY 1, 1990

through

JUNE 30, 1992



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**PREAMBLE**

THIS AGREEMENT is entered into on this 13th day of August, 1990, pursuant to and in accordance with Michigan Public Act 379, M.P.A. of 1965, as amended, between the City of Flint, hereinafter referred to as "City" or "Employer" and Local 1799, affiliated with Council 25, and chartered by the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as "Union" or "Employee".

WHEREAS, it is the general purpose of this Agreement to promote the mutual interests of the City and its Employees and to provide for the operation of the services provided by the City under methods which will further, to the fullest extent possible, the safety of the Employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to production. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes, and

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

**ARTICLE 1**  
**RECOGNITION**

Section 1.

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

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

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

Garage Supervisor  
Golf Manager  
Grants Administrator Coordinator  
Horticulture Supervisor  
Housing Rehabilitation Supervisor  
Human Resources Development Supervisor  
HVAC Preventive Coordinator  
Identification and Records Supervisor  
Identification Technician Supervisor  
Income Tax Administrator  
Income Tax Examining Supervisor  
Internal Budget Analysis Supervisor  
Internal Budget Analyst  
License and Voting Device Supervisor  
Market Master and Sealer of Weights and Measures  
Neighborhood Service Representative Supervisor  
Network/Operations Coordinator  
Park Foreman  
Park Supervisor  
Planning and Research Manager  
Principal Appraiser  
Principal Civil Engineer  
Project Engineer  
Public Housing Maintenance Foreman  
Public Housing Maintenance Supervisor  
Public Housing Modernization Compliance  
Coordinator  
Public Housing Project Manager  
Public Works Construction Materials Technician  
Public Works General Maintenance Foreman  
Public Works Yards and Maintenance Foreman  
Radio Engineer  
Real Estate Acquisition Supervisor  
Real Estate Supervisor  
Receivables Enforcement Officer  
Recreation Facilities Maintenance Foreman  
Recreation Supervisor  
Registered Land Surveyor  
Registered Survey Party Chief  
Relocation Supervisor  
Riverfront Park Supervisor  
Safety Engineer (Electrical)  
Senior Accountant  
Senior Auditor  
Senior Civil Engineer  
Senior Code Enforcement Officer  
Senior Construction Foreman  
Senior Forestry Foreman  
Senior Jail Security Officer  
Senior Landscape Architect  
Senior Mechanical/Plumbing Official  
Senior Probation Officer

Senior Project Engineer  
Senior Public Housing Project Manager  
Senior Radio Engineer  
Senior Street Cleaning Foreman  
Senior Traffic Control Technician  
Senior Treasury Receivables Examiner  
Senior Water Pollution Control Maintenance Foreman  
Sewage Pumping Station Operator-Foreman  
Sewer Cleaning Foreman  
Sports Arena Administrative Assistant  
Sports Arena Foreman  
Sports Arena Maintenance Supervisor  
Sports Program Supervisor  
Street Cleaning Operations Foreman  
Street Maintenance Supervisor  
Supervisor-Assessment/Audits  
Supervisor-Personal Property  
Survey Party Chief  
Tax Supervisor  
Trade Inspection Supervisor  
Traffic Control Systems Foreman  
Traffic Engineering Operations Supervisor  
Traffic Maintenance Supervisor  
Traffic Sign and Paint Foreman  
Treasury Operations Supervisor  
Utilities Accounts Supervisor  
Utilities Office Billing Supervisor  
Utilities Office Customer Service Supervisor  
Waste Collection Foreman  
Water Distribution Foreman  
Water Meter Foreman  
Water Meter Maintainer Foreman  
Water Meter Reader Setter Foreman  
Water Plant Building and Grounds Foreman  
Water Plant Electrical Instrumentation  
Coordinator  
Water Plant Maintenance Foreman  
Water Plant Maintenance Supervisor  
Water Plant Operations Foreman  
Water Pollution Compliance Coordinator  
Water Pollution Control Assistant Maintenance  
Supervisor  
Water Pollution Control Equipment and Instrument  
Coordinator  
Water Pollution Control Instrumentation  
Electrical Coordinator  
Water Pollution Control Maintenance Foreman  
Water Pollution Control Maintenance Supervisor  
Water Pollution Control Operations Analyst  
Water Pollution Control Operator Foreman  
Water Pollution Control Operations Supervisor  
Water Pollution Control Systems Analyst



Water Pollution Facilities Engineer  
Water Quality Supervisor  
Zoning Administrator

Section 2.

When new classifications or positions are created, the Personnel Director shall, as soon as practical, give notice to the Union of the bargaining unit status of such new classifications or positions. If the Union disagrees with the Personnel Director's determination, the parties agree to meet and confer regarding such status within four (4) weeks of notification of same.

**ARTICLE 2**  
**PLEDGE AGAINST DISCRIMINATION AND COERCION**

The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, physical disability or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

All references to Employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female Employees.

The Employer agrees not to interfere with the rights of Employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any Employee because of Union membership or because of any legal Employee activity in an official capacity on behalf of the Union.

The Union recognizes its responsibility as bargaining agent and agrees to represent all Employees in the bargaining unit without discrimination, interference or coercion.

**ARTICLE 3**  
**DEFINITIONS**

(a) Regular Employee: shall mean full time hourly rate bargaining unit workers including seasonal who at the time of employment and thereafter are regularly scheduled to work a normal work week or are regularly scheduled to work eighty (80) hours per payroll period in a continuous operation, provided, however, a regular Employee whose status is changed as the result of lack of work or lack of funds, shall remain a regular Employee under this Agreement.

(b) Part Time Employee: shall mean one who at the time of employment and thereafter is scheduled to work less than a normal work week.

(c) Interim Employee: shall mean one hired after July 1, 1978, who, at the time of employment, is employed with the intention that his employment will be for a given work period or for a specific project with the probability of being laid off at the end of the work period or project. These Employees shall not receive the benefits provided in this Agreement, except as provided in the Article entitled "Interim Employee". These Employees shall not be utilized in a manner that will erode or supplant the bargaining unit. Effective August 27, 1990, all requisitions submitted to the Personnel Department for the Interim Employee positions shall include on their face either the given work period or the specific project for which the requisition is being submitted. The Personnel Department shall forward a copy of all Interim Employee position requisitions to the Union.

(d) Seasonal Employee: shall mean one who at the time of employment is employed with the intention that his employment will be for a given work season with the probability of re-employment for the ensuing year after a seasonal layoff.

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

(f) Temporary Employee: shall mean one who is employed for a short period of time to perform emergency or extra work in a department, or to fill a temporary vacancy created by a maternity leave granted a regular Employee. Temporary appointments shall be limited to a maximum of ninety (90) days within a cost center, and are non-renewable. A vacancy created by the granting of a maternity leave may be filled by temporary appointment and may continue for a period up to and including 120 days following termination of the pregnancy of the Employee on maternity leave. These Employees shall not receive the benefits provided in this Agreement.

(g) Dual Classification Position: shall mean a combination of two (2) positions of different classifications, requiring the services of one (1) Employee, who has been certified as qualified and who may be required to perform in both classifications.

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

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

(j) Normal Work Shift: shall consist of eight (8) consecutive hours, with the exception of the meal break and shall have a regular starting and quitting time.

(k) Regular Pay Period: shall include the first scheduled full shift which begins after 12:01 a.m. Sunday, and shall run to include the last shift scheduled to begin prior to midnight the second following Saturday. Such period is for two (2) weeks duration.

(l) Days: The word days, when used herein, for the purpose of establishing time periods only, shall be interpreted to mean work days; Monday through Friday, excluding holidays.

#### **ARTICLE 4** **PART-TIME EMPLOYEES**

##### Section 1.

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

##### Section 2.

Part-time Employees who become regular, full-time Employees will be placed in that step of the compensation schedule to which their accumulated hours of straight time work as a part-time Employee shall entitle them, and they shall receive full credit for all straight time hours worked in determining future rate increases and fringe benefits as a regular full time Employee.

#### **ARTICLE 5** **TEMPORARY EMPLOYEES**

##### Section 1. Compensation.

Temporary Employees shall receive none of the benefits provided in this Agreement, and shall be paid in accordance with Schedule C of Appendix "A" hereof.

Section 2. Chancre to Regular Status.

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

**ARTICLE 6**  
**INTERIM EMPLOYEE**

Section 1. Compensation.

Interim Employees shall receive none of the benefits provided in this Agreement, and shall be paid in accordance with Schedule C of Appendix "A".

Section 2. Recall.

An interim Employee shall accrue service credits at the rate of .1755 for each straight time hour worked and shall be afforded an opportunity to return to interim employment in subsequent years on the basis of service credits earned in prior seasons.

Section 3. Transfer to Regular Status.

At such time an interim Employee is appointed to a permanent position, without an interruption of service (as defined in this Agreement), he shall receive credit for straight time hours worked as an interim Employee towards seniority pay step advancements and fringe benefits based upon length of continuous service. Crediting of interim service time will not cause a retroactive crediting of sick and annual leave time the Employee would have accumulated if he had not been an interim Employee. Such Employee may then elect to purchase time spent as an interim Employee as though it were prior military service. Application to purchase such time spent as an interim Employee must be made within thirty (30) days from the date of notification by the Personnel Office.

**ARTICLE 7**  
**AGENCY SHOP**

Section 1.

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

Section 2.

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

(a) The Union has notified him by certified letter addressed to his address last known to the Union spelling out that he is delinquent in payment of dues or agency fees, specifying the current amount of delinquency, and warning the Employee that, unless such amount is tendered within ten (10) calendar days, he will be reported to the City for termination from employment as provided for herein, and,

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

Section 3.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

**ARTICLE 8**  
**CHECK-OFF/DUES DEDUCTIONS**

Section 1.

During the life of this Agreement, the Employer will deduct dues and agency fees which have been certified to the Employer by

the Treasurer of the Local Union, provided that at the time of such deduction there is in the possession of the Employer a written authorization, executed by the Employee, in the form and according to the terms of the authorization form heretofore agreed to between the parties.

Section 2.

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

Section 3.

In equal installments each pay period thereafter for the life of this Agreement, the Employer will deduct current dues and agency fees. As to Employees hired hereafter, said deduction shall commence the second pay day following employment and shall continue as set forth above.

Section 4.

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

(b) The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for purpose of complying with any of the provisions of this Article.

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

If during the term of this Agreement the Union determines that dues and service charges are to be deducted on a percentage formula basis, the initial cost increase incurred in implementing such a plan shall be borne by the Union.

**ARTICLE 9**  
**UNION BUSINESS**

Section 1. Union Offices; Constitution.

The names of Employees elected or appointed to Union offices, e.g. Officers, Stewards, Committee Members, shall, within thirty (30) days of election or appointment, be certified by the Union to the Director of Labor Relations. The Director of Labor Relations shall be promptly notified in writing of any changes occurring during the terms of office.

A maximum of ten (10) Stewards shall be elected or appointed to represent Employees and process grievances as follows: The activity of Stewards shall be restricted to their area of employment. However, if an Employee, for good cause, cannot utilize the services of his area Steward, he may apply to the Local President or nearest Local Officer for assistance.

Section 2. Attendance at Meetings.

Employees certified by the Union shall be granted leave with pay, for the purpose of attending Union conferences, conventions or seminars, and except as hereinafter provided, the total number of hours of leave authorized in any one (1) year of this Agreement shall not exceed forty (40). The Union shall, at least ten (10) days prior to any such conference, convention or seminar, notify the Director of Labor Relations of the Employees certified by the Union to attend such meetings, such notice to contain the date, time, place and purpose thereof. In the year in which the International Biennial Convention is held, no paid leave shall be authorized for attendance at any conference, convention or seminar as herein provided, however delegates from the Union may be granted leave with pay to attend the Biennial Convention on the

following basis, and the annual maximum of forty (40) hours shall not apply during said year. The Union shall be entitled to delegates on the basis of membership as follows: 100 or fewer, one (1) delegate; more than 100, but not exceeding 200, two (2) delegates; more than 200, but not exceeding 300, three (3) delegates; more than 300, but not exceeding 400, four (4) delegates; more than 400, one (1) additional delegate for each 1,000 additional members or fraction thereof.

### Section 3. Negotiating Team.

Members of the Union's negotiating team shall be released during their normal work shift without loss of pay, for the purpose of meeting with the City's negotiating team to negotiate a new collective bargaining agreement for Employees represented by the Union. The date, time and place of such meetings shall be established by mutual agreement between the parties and a maximum of three (3) members of the Union's negotiating team shall be released for such purpose at any one time, and only upon authorization by the Director of Labor Relations.

### Section 4. Visits By Union Representatives.

Full time Union representatives, Council and International representatives of the American Federation of State, County, and Municipal Employees shall have reasonable access to the premises of the Employer at any time during working hours to conduct business relating to administration of this Agreement. Provided, however, advance notice of any desired meeting and prior authorization from the appropriate supervisor shall be secured before entering a work area. The supervisor will arrange a time and place for the meeting without undue delay.

Duly and properly appointed or elected Stewards shall be afforded the necessary time to reasonably investigate and process grievances during their regular working hours without loss of time or pay. However, their activities shall be confined to the areas which they represent and any deviation from this may result in disciplinary action by the Employer.

## **ARTICLE 10**

### **GRIEVANCE PROCEDURE**

A. The grievance procedure shall serve as the means for the peaceful settlement of any dispute or grievance arising between the Union and the Employer under the provisions of this Agreement, including the application, meaning or interpretation of same. The parties seek to secure at the lowest possible administrative level, equitable solutions to the grievance.



B. On matters involving suspensions of 29 days or longer, and discharges, an Employee may elect to either process a grievance in accordance with this Article or submit the matter directly to the Civil Service Commission, provided it is understood that whichever avenue is elected it will bar proceedings or relief under the other avenue. Except for matters involving reclassifications and promotions, all other disputes or grievances involving questions of contract interpretation of specific provisions of this Agreement shall be processed under this Article as the exclusive remedy and shall not be subject to appeal to the Civil Service Commission. Disputes involving reclassifications and promotions shall be submitted to the Civil Service Commission in accordance with the Commission's rules.

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

1. "Grievance" shall mean a complaint by an Employee or a group of Employees based upon an event, condition or circumstance under which they work allegedly caused by a violation or misinterpretation of this Agreement. The grievance complaint shall set forth all the facts necessary to understand the issues involved, shall identify all the provisions of the Agreement alleged to be violated by appropriate reference, shall state all contentions of the Employee with respect to these provisions, shall indicate all relief requested and shall be signed by the aggrieved Employee(s). So far as possible, the Union and the Employer shall avoid publicizing any grievance or complaint founded thereon prior to the final determination of the issue.

2. The time limits set forth herein are considered to be maximum but may be extended by mutual consent.

3. Grievances shall be submitted within ten (10) work days of the event giving rise to the grievance.

4. In no case shall claims involving wages be valid for more than thirty (30) days retroactively from the date the grievance is first presented in Step 1 of the grievance procedure.

(a) All claims for back wages shall be limited to the amount of wages that the Employee would otherwise have earned at his regular rate less either any Unemployment Compensation not refunded by the Employee or Worker's Compensation, or any interim earnings that he may have received during the period of back pay.

(b) No decision in any case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a representative case by mutual written agreement of the parties.

5. Failure of the Union to proceed with a grievance to the next step within the allotted time limits shall be deemed to be a withdrawal of the grievance. A grievance once filed and withdrawn shall not be refiled.

6. Failure of the City to respond to a grievance within the allotted time limit shall automatically advance the grievance to the next step of the procedure.

7. The grievant(s) and witnesses who are Employees of the City shall be relieved of their duties and shall appear and testify at any step of the grievance procedure when their presence and testimony is required by either party. Time spent by such grievant(s) and witnesses in meeting the terms of the provision, if during normal working hours, shall be considered as time worked.

8. When an Employee feels aggrieved because he has been worked outside of his classification in excess of thirty (30) consecutive calendar days, the Employee shall first request that a classification review be conducted by the Personnel Department by filing a CS-39. The Employee may appeal Personnel's determination through the grievance procedure or to the Civil Service Commission.

Step 1. An Employee with a grievance shall first discuss it with his immediate supervisor, either individually or with the Union Steward to try and resolve the matter informally. If the grievance is not satisfactorily resolved with the supervisor's oral response to the Employee, the Grievance Committee member shall submit it to the supervisor in writing on the Grievance Form within three (3) work days. The supervisor shall respond in writing also within three (3) work days of receipt of the written grievance. If the immediate supervisor and the department head mentioned below are the same person, the written grievance will be filed at Step 2.

Step 2. If the grievance has not been satisfactorily

resolved at Step 1, the Grievance Committee member shall present the grievance in writing to the appropriate department head, or his designee, within seven (7) work days after the immediate supervisor's written response is due. Within seven (7) work days after receipt of the grievance, the department head or his designee will meet with the Grievance Committee member to discuss the grievance. The grievant may attend the meeting if requested by either party. The department head, or his designee, shall respond to the Grievance Committee member in writing within seven (7) work days.

Step 3. If the grievance has not been satisfactorily resolved at the Step 2 level, it shall be appealed by the Chairman of the Grievance Committee or his designee to the Director of Labor Relations in writing within seven (7) work days after the department head's response is due. A meeting among not more than two (2) members of the Grievance Committee and two (2) representatives of the City, designated by the Director of Labor Relations, will be held within seven (7) work days from receipt of the grievance. The Director of Labor Relations or his designee shall submit his written answer to the Chairman of the Committee within seven (7) work days of the meeting.

Arbitration. If the grievance is not resolved at Step 3 of the grievance procedure, either party, at its option, may submit the grievance to arbitration by written notice delivered to the Director of Labor Relations or the Grievance Committee Chairman as the

case may be. Such notice shall be given within ten (10) work days after the Director of Labor Relations' written response is due, and shall contain the provisions of the Agreement allegedly violated, the issues involved and the relief requested. If no such notice is given within the prescribed period the City's last answer shall be final and binding on the Union, the Employee(s) involved and the City.

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

D. Jurisdiction and Power of Arbitrator.

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

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

E. Arbitration Procedure.

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

F. Cost of Arbitration.

Each party shall pay its own costs of processing grievances through the grievance and arbitration procedure. The fee of the Arbitrator, his travel expenses, and the cost of any room or facilities and the expenses of the arbitration shall be borne equally by the parties. The expense of a stenographer and/or a transcript, if any, shall be borne by the party requesting it or equally among the parties requesting it if more than one party requests it. The fees and wages of representatives, counsel,

witnesses, or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring the same. Provided, however, the wages of the grievant will be paid for time spent in the arbitration, if that time is during the Employee's regularly scheduled work hours.

G. Finality of Arbitrator's Decision.

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

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

**ARTICLE 11**  
**MANAGEMENT RIGHTS**

Nothing in this Agreement shall be construed to interfere with the City's inherent right to manage and direct all of its operations, activities and working force of Employees, the right to hire, suspend, discipline, discharge for cause, promote, demote, assign, transfer, lay off, recall or relieve Employees from duty and determine the number of Employees, provided that such shall be done for justifiable and legitimate reasons.

The City shall further have the full right to establish policies and procedures, to determine the type and scope of services to be furnished and facilities to be operated, to establish schedules of operation and methods, procedures and means for providing services. The City shall have the right to introduce new or improved working methods or facilities.

The above rights and responsibilities must be exercised consistent with all terms of this Agreement. The Union shall not be deemed to have waived its right to grieve if it deems the action taken to be improper or to adversely affect the rights of Employees.

**ARTICLE 12**  
**MAINTENANCE OF CONDITIONS**

Except as otherwise provided in this Agreement, all conditions and benefits will be maintained during the term of this Agreement at no less than the standards in effect on June 30, 1982.

**ARTICLE 13**  
**WORK RULES**

The Employer agrees to negotiate changes in existing work rules or the establishment of new work rules with the Union.

New work rules, or proposed changes in work rules shall be posted on bulletin boards at least ten (10) days prior to their effective date.

Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

**ARTICLE 14**  
**SUCCESSOR PARTIES**

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind of the ownership or management of either party hereto or of any separable, independent segment of either party hereto.

**ARTICLE 15**  
**JOB SECURITY**

The right of contracting or sub-contracting is vested in the City. The right to contract or sub-contract shall not be used for the purpose or intention of eroding the Union nor to discriminate against nor to adversely affect its recognized members. In cases of contracting or sub-contracting affecting Employees covered by this Agreement, the City will hold advance discussion with the Union prior to letting the contract. It is not the intent to adversely affect Employees by such contracting. The Union representatives will be advised of the nature, scope and approximate days of work to be performed and the reasons (equipment, manpower, etc.) why the City is contemplating contracting out the work. This provision shall not be construed to prevent the City from using contractors or sub-contractors in emergency situations, such as, but not limited to, heavy snowfalls, provided all available Employees and equipment are being used to the extent feasible.

The City agrees that it will take every step available to insure that the Employees affected by contracting of work shall be offered employment in other departments of the City or with the contractor.

**ARTICLE 16**  
**SENIORITY/SERVICE CREDIT**

Section 1. Definitions,

(a) City Seniority:

For each straight time hour paid from and after the last date of hire, an Employee shall receive .1755 service credits. The total service credits shall determine City seniority.

(b) Departmental Seniority:

Department seniority shall be determined on the basis of service credits earned by an Employee for all straight time hours paid in his current department.

When a department, division or section of a division is transferred to another department, seniority in classification in the previous department shall be credited to the affected Employees.

(c) Classification Seniority:

Classification seniority shall be determined on the basis of service credits earned for all straight time hours paid in the classification following permanent appointment.

Section 2. Computation.

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

- (a) Military, military reserve and Union business leaves.
- (b) Workers' compensation, for the period when an Employee is receiving benefits under the statute.
- (c) The first seven (7) service credits in a fiscal year than an Employee is without pay shall be afforded to affected Employees. Further time without pay will not accumulate credit, except as specified above.
- (d) An employee who is promoted out of Local 1799 but within a regular promotional series, shall continue to accrue seniority for a maximum period of time equal to his seniority earned in Local 1799. Thereafter his seniority shall be retained but will not accumulate.
- (e) An employee who is transferred or promoted out of Local 1799 but not within a regular promotional series, shall retain seniority earned in Local 1799 but will not accumulate additional seniority within Local 1799.

Section 3. Conversion of Present Employees.

Credit with 365.04 service credits each year service.  
Credit with 30.42 service credits each month service.  
Credit with 1.404 service credits each day service.

Section 4. Credit for Retirement.

City seniority shall be used for retirement purposes. Any calendar month in which an Employee earns 14.04 or more service credits shall count as one (1) month of service.

Section 5. Loss of Seniority:

An Employee shall lose his seniority for the following reasons:

- (1) Resignation.
- (2) Discharge not subsequently reversed.
- (3) Retirement.
- (4) Absence for three (3) consecutive days on which the Employee was scheduled to work without proper notification to the Employer. Because of his unreported absence, the Employee is considered to have resigned (voluntary quit) and is no longer in the employ of the City of Flint. In proper cases exceptions shall be made upon the Employee producing convincing proof of his inability to give such notice.
- (5) Failure to report for work within five (5) days from the date of receipt of notice of recall or fifteen (15) days from the date of mailing of notice of recall.
- (6) Failure to return to work upon expiration of an authorized leave of absence, subject to paragraph 4 above.
- (7) Layoff for a continuous period which exceeds the length of City seniority, but not less than one (1) year.

**ARTICLE 17**  
**LAYOFF-RECALL**

Section 1. When Layoff May Be Made.

(a) Employees may be laid off in the manner herein provided when there is lack of work or funds, or other justifiable and legitimate reasons when a reduction in personnel is necessary. The determination of job classifications in which layoffs must



occur is the responsibility of the Employer. Employees, other than interim, seasonal or temporary, to be involuntarily laid off shall be given written notice of layoff a minimum of ten (10) working days prior to the effective date.

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

### Section 2. The Order in Which Layoffs Shall Be Made.

In the event of a layoff, Employees will be laid off in the following order:

- (a) Temporary Employees, within the affected classification.
- (b) Interim Employees, within the affected classification.
- (c) Provisional Employees, within the affected classification.
- (d) Seasonal Employees, within the affected classification.
- (e) Regular part-time Employees, within the affected classification.
- (f) Regular full-time Employees, within the affected classification.

### Section 3. Procedure.

In the event of layoff, the following procedure will be followed:

Layoffs and recalls will be based upon classification seniority as defined in the Article entitled "Seniority". Layoff of Employees shall be made in reverse order of their employment and recalls shall be made in order of their employment. No regular Employee, however, shall be laid off while there are other than regular Employees serving in positions within the layoff sequence defined in Section 2.

(a) When need arises for laying off an Employee in a given classification, a seniority comparison shall be made of all Employees in the classification and directly related classifications in the same pay level, and that Employee with the least

seniority shall be laid off. Ties in classification seniority shall be broken by total City seniority. Provided, however, that if the classification is in a class series of lower pay levels or is directly related to another classification or class series of lower pay levels, and there is in said classification or class series an Employee having less time in the classification than the Employee to be laid off, then the lower classified Employee shall be laid off, but only after he/she has received similar time in classification comparison with other Employees in the class or directly related series. In cases where an Employee has been bumped from his/her promotional unit or classification, said Employee will have the option of returning to that promotional unit or classification when a vacancy occurs to which said Employee has seniority rights. In cases when an Employee has been promoted or transferred out of his/her class series, including into another bargaining unit recognized by the City of Flint or to exempt status, he/she may exercise the option of bumping back from whence he/she came, seniority permitting, in lieu of the above bumping rights. This right to bump back to a classification from whence he/she came shall not exist where the classification from whence he/she came is part of a recognized training series. Determinations as to whether or not there exists direct relationships between new classifications or class series shall be by joint agreement of the City and Union bargaining teams. Where said determination cannot be agreed upon, the issue shall be submitted to grievance arbitration, and such arbitration decision shall be final.

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

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

#### Section 4. Recall.

Employees will be recalled in the reverse order of layoff. In accordance with the Article entitled "Seniority", failure to report to work within five (5) days from the date of receipt of notice of recall from layoff or fifteen (15) calendar days from

the date of mailing of notice of recall will be considered a voluntary quit. Notice of recall may be by personal contact, telephone or written communication; but in any event will be confirmed by certified mail from the Personnel Office to the Employee's address on file in the Personnel Office. The Employer may, in its discretion, make an exception to this return to work within five (5) day rule when it believes it is warranted by the circumstances. Such discretion shall not be arbitrary or capricious.

Section 5. Layoff List.

Names of Employees who are laid off or reduced shall be placed on the layoff list for the appropriate classification or related job classification for a period equal to the length of City seniority, but in no event for a period of less than one (1) year. Names of probationary Employees who are laid off shall be returned to the eligible list from which certification was made.

**ARTICLE 18**  
**SHIFT/WORK WEEK SELECTION PROCEDURE**

Shifts, for shift preference purposes only, shall be designated as: first shift, any shift during which the starting time is between 4:00 a.m. and 11:59 a.m.; second shift, any shift during which the starting time is between 12:00 noon and 7:59 p.m.; third shift, any shift during which the starting time is between 8:00 p.m. and 3:59 a.m.

In those areas in which by agreement work rules have been established providing for permanent shift assignment, the following procedure shall be used in shift preference determination:

(a) The selection of shift/work week assignment within the division shall be based upon classification seniority in the division. The shift/work week preference shall be exercised only during the period January 1 through 15, and only after written notice from the Employee of his desire to exercise shift/work week preference shall have been provided to the appropriate supervisor at least thirty (30) days in advance of January 1.

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

(c) Shift/work week preference may also be exercised in the event of a permanent vacancy in the division without regard to paragraph (a) above.

(d) For the purpose of shift/work week preference, ties will be broken by classification seniority in the department. If still tied, total City seniority will prevail.

(e) Whenever possible, Employees will receive ten (10) days notice of changes in shift/work week assignments.

**ARTICLE 19**  
**EXAMINATIONS**

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

An examination shall include all portions of the examination procedure, but not to exceed two (2) days per one (1) examination. Examinations administered during non-scheduled work hours of an Employee shall be taken at the option of an Employee without debit or credit to his working hours.

Employees requesting permission to take more than two (2) examinations during a fiscal year shall be given the extra time off as annual leave or without pay.

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

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

(b) Compensation To Be Paid. Employees, except probationary Employees, who have been in the armed services of the United States, under military leave from the City of Flint shall, for the purpose of compensation and step increases, be given credit for the time served in said armed services the same as though the said time was served in the employ of the City of Flint subject to limitations as provided by law. Such Employees who have been reinstated in City employment and have not received the compensation or step increases provided for in this paragraph shall be paid such increases retroactive to the date of the Employee's reinstatement.

(c) Peace Corps. Employees who volunteer and are accepted for service in the Peace Corps shall be granted leave for such purpose and shall be entitled to re-employment under the same conditions and with the same benefits as are herein provided for Employees serving in military service.

(d) Compensation To Be Paid Veterans Returning As Probationary Employees. Probationary Employees who have been in the armed services of the United States, under military leave from the City of Flint and subject to limitations provided by law, shall be required to complete their probationary period the same as though they had not been in the armed services, and shall be subject to the same rules and regulations as ordinary probationers. They shall, however, upon completion of their probationary period, and upon acquiring the status of regular Employees, be given credit for the purpose of compensation and step increases for the time served in said armed services as provided in the foregoing section, effective, however, as of the date they acquire status as regular Employees, and not as of the date of reinstatement as probationary Employees.

#### **ARTICLE 21** **MILITARY RESERVE LEAVE**

Whenever an Employee who is a member of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, Air Corps Reserve or Coast Guard Reserve is called to active duty or is compelled to participate in classes or instruction as part of an activated reserve unit, he shall make a written request for military reserve leave to his department head. Such request shall be made in advance of the commencement of such leave, and to the extent possible, a minimum of five (5) days prior thereto. This request will include the date the leave will commence and the date of return from leave, if known. Upon receipt of a proper request, the department head shall authorize the Employee to be on military reserve leave. While on military reserve leave the Employee will be compensated the difference between his straight time hourly rate and the allowance of the State of Michigan or the governmental authority for such service, provided that the total period of payment shall not exceed three (3) work weeks in any twenty-six (26) payroll periods. Any portion of the military reserve leave extending beyond the period for which payment is made may be charged to the Employee's accrued annual leave.

Upon returning from military reserve leave the Employee shall furnish his department head with a letter from his commanding officer showing the period the Employee was on active duty or was compelled to participate in classes or instruction as part of an activated reserve unit, and the allowance made to the

Employee by the State of Michigan or other governmental authority for such service.

**ARTICLE 22**  
**EDUCATIONAL LEAVE**

For the purpose of full-time attendance (as defined by the institution) at an educational institution, any full-time regular Employee with 365 service credits immediately preceding the request for leave, may be granted an educational leave of absence without pay, up to twenty-six (26) payroll periods.

The Employee shall make a written request for the educational leave twenty (20) days prior to the commencing of the leave to the Chief Personnel Officer. This request shall include the name of the educational institution to be attended, the starting date of attendance (which shall not be more than ten (10) days after the commencement of the leave), date available to return to work, and documentation that the Employee has been admitted to said educational institution.

Within five (5) days of receipt of a proper request by the Chief Personnel Officer, the Employee shall be granted the educational leave. An Employee shall not be granted an educational leave more than twice, nor shall the cumulative educational leave time be greater than twenty-six (26) payroll periods.

The Employee shall give written notice twenty (20) days prior to the expiration of the leave to the Chief Personnel Officer stating the date the Employee is available to return to work. The date of return shall be within twenty (20) days of the Employee's last full time attendance at the educational institution. Upon receipt of this notice, and proof of attendance from the educational institution, the Chief Personnel Officer shall place the Employee's name on the layoff list for the appropriate classification or related job classification for a period of twenty-six (26) payroll periods immediately following the receipt of such notice. If the Employee is not returned to work during this period, the Employee shall have voluntarily quit.

**ARTICLE 23**  
**MATERNITY LEAVE**

An Employee with at least 365 service credits who becomes pregnant shall be entitled to a maternity leave of absence, without pay or fringe benefits except as provided herein, up to twenty-six (26) full payroll periods. Such leave may commence at any time after the physician has confirmed pregnancy. The Employee shall furnish the department head with a doctor's certificate in writing confirming pregnancy and stating the

period during which the Employee is expected to be able to perform her normal work assignments. The Employee must request the leave in writing not less than three (3) months before the expected birth of the child or thirty (30) days prior to the date the leave commences.

The Employee shall be allowed to continue to work so long as she can furnish a physician's statement certifying her fitness to perform her assigned duties, provided the City reserves the right to require additional medical certification of the Employee's fitness to continue to work at such intervals as it deems appropriate by the nature of the Employee's normal work assignment.

The City reserves the right to require an Employee to take a maternity leave of absence pursuant to this Article at any time during an Employee's pregnancy that the Employee is unable to satisfactorily perform her assigned duties because of her health. It is understood that if a grievance is filed relative thereto, an Employee shall bear the burden of proof throughout the grievance procedure and must prove that she was, and would continue to be, for the time back salary or benefits are claimed, able to satisfactorily perform her assigned duties.

The Employee will be eligible to use accumulated sick leave for any portion of the leave that the physician certifies her as physically unable to work.

Employees returning to work following a maternity leave must make application to the Personnel Office so that arrangements for a re-employment physical examination can be made.

With written approval of her physician, an Employee on , maternity leave will be afforded an opportunity to return to work after termination of pregnancy, seniority permitting. Return to work within six (6) payroll periods following termination of pregnancy shall be defined as return to the position vacated.

An Employee applying for reinstatement subsequent to six (6) payroll periods following termination of pregnancy, but prior to the expiration of said leave, shall be returned to her former classification, seniority permitting. In the event seniority does not permit a return at that time said Employee shall be placed on the layoff list for the appropriate classification or related classification for a period equal to the length of City seniority, but in no event for a period of less than one (1) year.

Except as may be specifically provided in other Articles of this Agreement, no benefits shall accrue during such leave, nor shall such time be considered as time worked.

**ARTICLE 24**  
**ANNUAL LEAVE**

Annual leave shall be computed and accrued on the basis of each payroll period that a regular Employee has at least 72 hours of straight time pay. If a regular Employee has forty (40) hours of straight time pay in a payroll period, but less than 72 hours, the Employee shall accrue one-half (1/2) the amount shown in the schedule below. Annual leave shall be based on City seniority as defined in the Article entitled "Seniority" of this Agreement and all be accrued on the following basis:

Service Credits (Approximate Years)	Hours Accrued Per Payroll Period	Maximum Accumulated Hours	
		<del>For Employees Hired:</del>	
		On or Before 1-1-78	After 1-1-78
Less than 1825 (Under 5)	4.6	296	264
1826 - 3649 (5 through 9)	6.2	416	344
3650 (10)	6.5	440	360
4015 (11)	6.8	464	376
4380 (12)	7.1	488	392
4745 (13)	7.4	512	408
5110 (14)	7.7	536	424
5475 (15)	8.0	616	440

Annual leave may be cumulative but not to exceed the maximums set forth above, and any excess shall be forfeited, provided, however, that any excess as provided herein shall not be forfeited in the event the Employee suffers an injury or illness arising out of or in the course of employment which has been determined compensable by the Bureau of Worker's Compensation of the State of Michigan, and because of said illness or injury is unable to utilize accumulated annual leave. Any excess annual leave accumulated and unused due to compensable injury shall be used within six (6) months after return to work, said period may be extended by mutual agreement between the Employee, the appointing authority, and the Personnel Director.

Vacation schedules shall be developed by the division head on a seniority basis. Within the discretion of the division head, the Employee may be required to work all or part of the time that the Employee would normally have been on leave, and in lieu of annual leave, shall be paid the annual leave pay provided in this Article, which annual leave shall be in addition to the compensation received for the time actually worked during said period.

Employees shall earn 365 service credits before annual leave may be utilized. Upon completion of this initial term of employment, the Employee shall be credited with annual leave accrued



during the preceding twenty-six (26) payroll periods. In the case of Employees who go into the armed forces of the United States, such Employees shall receive allowance for annual leave computed under the terms hereof from date of employment without regard to whether said Employees have worked less or more than one (1) year.

Employees requesting annual leave in less than forty (40) hour increments may be required to make request and receive approval from the division head twenty-four (24) hours prior to the commencement of the leave.

Leave for emergency purposes shall be deducted from the Employee's accrued annual leave. Use of annual leave for emergency purposes shall be authorized by the department head without regard to the twenty-four (24) hour notice.

Upon termination of employment, an Employee shall be compensated for his accrued annual leave at the rate of pay received by said Employee at the time the employment is terminated. In the event of the Employee's death, unused accumulated annual leave shall be paid to the beneficiary named by the Employee for retirement purposes.

No sick or annual leave balance will be subject to challenge by an Employee for a period that covers more than twelve (12) months prior to the date of the challenge.

#### **ARTICLE 25** **SICK LEAVE**

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

Sick leave shall accrue on an unlimited basis from the date of employment and shall be credited to the Employee each payroll period. Employees who separate from City employment prior to accumulation of 182 service credits, who have received sick leave pay, shall have deducted from their final pay check or from their refund of retirement contributions, an amount equal to that previously received for sick leave.

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

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

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

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

In the event of the Employee's death, unused accumulated sick leave time shall be paid to the Employee's living beneficiary on the same formula basis as retirees. Said payment shall be made to the spouse, children, father, mother, sister, or brother of the deceased Employee with preference being given to those persons in the order named unless the Employee, by a sworn statement filed with the Employer prior to death has established a different order, without requiring letters of administration to be issued upon the estate of the deceased Employee.

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

Sick leave shall be taken in increments of at least one (1) hour or up to the balance accumulated if the accumulated balance is a fraction of an hour, provided, however, in areas where work crews are assigned at the start of shifts, the appointing authority may require that sick leave be used in four (4) hour increments at the start of a shift.

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

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

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

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

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

Section 1.

An Employee receiving workers' compensation benefits, under the Workers' Compensation Act, may be examined by the Employer's medical representative without cost to the Employee, to determine whether he is able to return to work for full or light duty.

Light duty, when available, for job-related injuries, may be assigned by an Employee's supervisor to an Employee who is not precluded by the nature of his health problem from performing light duty within the department.

The Employer shall make the sole determination as to the availability and assignments of light duty. Employees are required to accept light duty assignments.

Section 2.

When the Employer's physician has determined that an Employee is either able or unable to work and the Employee's private physician disagrees, the matter shall be settled as follows:

A third independent opinion will be obtained from a physician chosen by the Employee's physician and the City's physician. If the third physician cannot be mutually agreed upon within five (5) working days of a request for same, a physician shall be chosen by the Detroit Industrial Clinic or similar institution within ten (10) working days of a written request to the institution. Failure to act with the aforementioned time limits will not invalidate the third physician's decision. The cost of the third independent physician will be shared equally by the City and the Employee. The opinion of the third physician shall be final and shall not be subject to the grievance procedure.

**ARTICLE 28**  
**WORKERS' COMPENSATION**

Employees shall be covered by the Workers' Compensation Act and applicable state regulations. The following provisions will be applicable only upon determination, whether voluntary or by order, that the Employee is eligible for workers' compensation benefits.

(a) An Employee who is injured or taken ill in the line of duty, and who thereby is qualified for payment of workers' compensation, shall receive during the period of his disablement, workers' compensation and an additional amount to total the equivalent of eighty percent (80%) of his straight time hourly wage, exclusive of any premium pay. An Employee shall be entitled to such supplemental pay for a maximum of fifty-two (52) weeks for the duration of an unbroken leave of absence attributable to a compensable injury or illness, the total sum of which will be used in computing retirement benefits. Supplemental compensation will not be paid where the injury sustained was due to the gross negligence of the Employee, nor if such injury occurred while an Employee was performing activities not related to his employment.

In cases where medical certification indicates an extension of the fifty-two (52) week convalescent period would result in the Employee's return to work, an extension of these benefits may be granted by the Director of Labor Relations or appropriate City official.

(b) All health and life insurance premiums shall be paid by the City while an Employee is on workers' compensation.

(c) At such time as an Employee returns to work from a compensable injury or illness, he shall receive service credits for the period during which workers' compensation was paid.

(d) When an Employee has been permanently disabled, totally or partially, for his usual occupation, he shall be informed that no consideration will be given to supplemental pay after this date.

(e) Whenever an Employee suffers an illness or injury arising out of or during the course of his employment compensable under the Workers' Compensation Act, time lost as a result of such injury shall not be deducted from the Employee's sick or annual leave, provided, however, that the Employee may elect to be paid for all hours of accrued annual leave standing to his credit, which payment will be over and above any workers' compensation and/or supplemental pay he may be entitled to, in which event said time will be deducted from his accrued annual leave.

#### **ARTICLE 29** **BEREAVEMENT LEAVE**

(a) When death occurs in the Employee's immediate family, i.e., spouse, parents, step-parents, children, and step-children, the Employee, upon request, will be granted bereavement leave for the first five (5) scheduled working days immediately following the date of death.

In instances where the funeral is delayed, such as for an autopsy or while the body is being shipped, etc. the bereavement leave shall be delayed accordingly provided documentation of the delay is furnished upon request.

(b) When death occurs to any of the Employee's parents-in-law, brothers, sisters, sisters-in-law, brothers-in-law, grandparents, grandparents-in-law, sons-in-law, daughters-in-law, grandchildren, or other relatives permanently residing in the Employee's home, the Employee, upon request, will be granted bereavement leave for the first three (3) scheduled working days immediately following the date of death, provided he attends the appropriate death related service. The supervisor may require evidence of such attendance in the form of a sympathy card or obituary notice.

(c) In the event the Employee is notified of the death during his scheduled work shift and requests to be excused immediately, said Employee shall be released as soon as possible and shall have the option of having the remainder of his shift

charged to his accrued annual leave or having said day counted as the first day of the bereavement leave to which he may be entitled.

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

(e) Employees granted bereavement leave under this Article shall, after making written request for this leave and submitting proof of relationship, receive the amount of wages they would have earned by working during straight time hours on such scheduled days of work for which they are on bereavement leave.

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

### **ARTICLE 30**

#### **JURY DUTY**

(a) Time spent by an Employee on jury duty during his normal work shift before any Federal or State Court shall be considered as time worked. The Employee shall inform the immediate supervisor of such obligation as soon as possible following receipt of the subpoena.

(b) An Employee complying with the above responsibilities and upon supplying to the appropriate department head adequate proof that he has reported for such jury duty, shall turn over to his supervisor his jury pay, who in turn shall deposit said pay with the appropriate fiscal officer.

(c) An Employee serving on a jury who completes such jury duty prior to the end of the work day shall promptly report to his supervisor and return to his regular position for completion of the work day, unless the Employee has had prior authorization from his supervisor to charge the remainder of his work shift to accrued annual leave, in which event the Employee shall promptly report to his supervisor the number of hours spent on jury duty. Reasonable time will be afforded for a lunch break and for change of attire, where applicable, prior to reporting for work for the balance of the shift.

**ARTICLE 31**  
**COURT TIME**

Employees subpoenaed to appear in any Federal or State Court, as the result of their employment, shall have such time treated as time worked; provided, however, Identification Bureau personnel called in to Court on their off duty hours shall be entitled to a minimum of three (3) hours at time and one-half (1 and 1/2) of their regular rate of pay. Subpoena fees received by said Employees shall be paid to their supervisor, who shall deposit said sum with the Department of Finance. Mileage fees received by Employees shall be delivered to the supervisor and deposited by him with the Finance Department only in those instances where transportation is furnished by the City or the Employee is being paid mileage for the use of his private vehicle for City business.

**ARTICLE 32**  
**COMPENSATION FOR TIME NOT WORKED**

No Employee shall receive compensation for time not expended in City employment except as earned and paid pursuant to this Agreement. It is understood that this provision does not apply to back pay awards made by any court, commission, or person authorized by law or by mutual agreement to do so.

**ARTICLE 33**  
**HOLIDAYS**

Section 1. Holiday Observance.

The following days shall be designated as holidays:

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

All holidays shall be observed on the actual calendar day of their occurrence except in the following situations:

For Employees with a normal work week which enables them to have every Saturday and/or Sunday off, any holiday which has a calendar date falling on a Saturday and/or Sunday, the calendar date shall be ignored and the holiday shall be observed as follows: holidays occurring on a Saturday will be observed on the preceding Friday; holidays occurring on a Sunday will be

observed on the following Monday; consecutive holidays occurring on Friday and Saturday will be observed on Thursday and Friday; consecutive holidays occurring on Sunday and Monday will be observed on Monday and Tuesday.

#### Section 2. Holiday Benefits - Regular Shift.

Regular Employees who are not required to work their regular shift on any holiday set forth in Section 1 hereof, shall receive eight (8) hours pay at their straight time hourly rate.

Regular Employees who are required to work on any holiday set forth in Section 1 hereof, shall be paid at the rate of one and one-half (1 and 1/2) times their straight time hourly rate for all hours worked and, at the Employee's option, shall receive as his holiday pay either eight (8) hours of straight time pay or shall be credited with eight (8) additional hours of annual leave.

Regular Employees who are required to work on Easter Sunday shall be paid at the rate of one and one-half (1 and 1/2) times their straight time hourly rate for all hours worked, but shall receive no other premium for hours worked on said day.

Employees who would have otherwise received holiday pay but for the holiday occurring on a scheduled day off shall be credited with eight (8) hours of annual leave.

#### Section 3. Holiday Benefits - Other Than Regular Shift.

Any regular Employee required to work four (4) or more hours in excess of a regular shift on any holiday set forth in Section 1 hereof, shall be paid one (1) additional hour of pay at his straight time hourly rate for each hour worked in excess of eight (8), or in lieu of such payment, said Employee may elect to be credited with one (1) hour annual leave for each hour worked in excess of eight (8) on said day.

Any regular Employee called in to work less than a full shift on any holiday set forth in Section 1 hereof, whether or not said Employee was on stand-by, shall, in addition to the compensation set forth in Section 2 hereof, be credited with one (1) hour annual leave for each hour worked on said holiday.

#### Section 4. Duplication of Holiday Benefits.

Employees required to work both the calendar date and the designated date of a holiday shall receive holiday benefits only for the calendar date of the holiday.



Section 5. Unauthorized Leave.

Employees who are absent the last scheduled work day preceding the holiday, or the first scheduled work day following a holiday, which absence is not authorized, shall forfeit holiday pay. Employees scheduled to work on a holiday, who fail to report for work and whose absence is unauthorized, shall forfeit holiday pay.

Section 6. Probationary Employees.

Employees who separate from City employment prior to accumulation of 182 service credits, who have received holiday pay, shall have deducted from their final paycheck or from their refund of retirement contribution, an amount equal to that previously received as holiday pay.

**ARTICLE 34**  
**SUSPENSION OF NON-CRUCIAL SERVICES**

The determination that an emergency exists, and the services deemed crucial under the conditions existing at the time, shall be at the sole discretion of the Mayor. An announcement through the news media by the Mayor or his designated representative shall advise the Employees of the emergency and shall specify, by division, those Employees deemed to be crucial and who are required to report to work.

1. If the declaration of emergency occurs prior to 7:00 a.m., only those Employees engaged in crucial services shall report for work, and said Employees shall be compensated as follows:

(a) Regular Employees engaged in crucial services, who are required to work during the period of the emergency shall be compensated at their straight time hourly rate for their normal work shift and at overtime rates for all hours in excess of their normal work shift. In addition, said Employees shall be credited with annual leave equal to the total number of hours worked, or in lieu of such annual leave, said Employees may elect to receive compensation for said hours at their straight time hourly rate.

(b) Regular Employees engaged in non-crucial services, and not required to work, and regular Employees engaged in crucial services who are unable to report for work as a direct result of the conditions necessitating the declaration of emergency shall be paid their straight time hourly rate for a normal work shift and shall have

twenty-five percent (25%) of said shift charged to their accrued annual leave.

2. If the declaration of emergency occurs after the start of the Employee's regular shift, said Employees shall be compensated as follows:

(a) Regular Employees engaged in crucial services shall be compensated in accordance with paragraph 1(a) above, with the exception that earned annual leave shall be credited for only those hours worked after the declaration of the emergency.

(b) Regular Employees engaged in non-crucial services shall be sent home, but shall be compensated at their straight time hourly rate for a normal work shift with twenty-five percent (25%) of the time not worked charged to their accrued annual leave.

3. Temporary or part-time Employees engaged in crucial services who are required to work during the period of the emergency shall be compensated in accordance with paragraphs 1(a) or 2(a) above, except that said Employees shall not be credited with annual leave equal to the number of hours worked but shall receive payment therefor.

4. Employees who are on authorized sick or scheduled annual leave prior to the declaration of emergency, shall have their absence charged to the appropriate accrued leave.

#### **ARTICLE 35** **OVERTIME**

Employees who are authorized by their department head or his designee to work in excess of forty (40) hours per week shall receive compensation at one and one-half (1 and 1/2) times their basic rate of compensation for all hours worked in excess of forty (40) hours per week.

#### **ARTICLE 36** **OVERTIME DISTRIBUTION**

Overtime work shall be distributed equally to Employees qualified to do the work available, working within the same job classification within the division. The distribution of overtime shall be equalized annually as nearly as possible beginning on the first day of July. An Employee may decline to accept overtime assignments, provided such refusal does not impair services. When an Employee refuses an overtime assignment, for purposes of

overtime equalization, he shall be credited with double the hours actually worked by other Employees on each occasion.

**ARTICLE 37**  
**CALL-IN PAY**

Any Employee brought back to work on call-in, shall be paid at one and one-half (1 and 1/2) times his straight time hourly rate of compensation a minimum of three (3) hours. Employees receiving a standby pay brought back to work on call-in, shall be paid one and one-half (1 and 1/2) times their straight time hourly rate of compensation for time actually worked. Provided, however, any Employee called back to work, who management works to the beginning of his shift, shall not be entitled to call-in pay.

**ARTICLE 38**  
**STANDBY**

An Employee may be required to remain on call at his regular place of abode or other reasonably accessible location for a one (1) week period beginning at the end of his work shift each Monday. Standby duty is to be rotated among qualified Employees of said department. An Employee on standby duty shall receive, at his straight time hourly rate, one (1) hour pay for each calendar day, Monday through Friday, and two (2) hours pay for each calendar Saturday, Sunday and/or holiday of standby duty. Additional benefits do not accrue for standby.

**ARTICLE 39**  
**SHIFT PREMIUM AND WEEKEND DIFFERENTIAL**

Section 1.

A shift premium of 6.5 percent (6.5%) per hour worked shall be paid to all Employees working on regularly scheduled second or third shifts. First shift Employees who are scheduled to work beyond their normal work shift shall not receive shift premium unless the overtime worked on the regularly scheduled second or third shift exceeds four (4) hours. Second and third shift Employees who work beyond their normal work shift shall receive shift premium for all hours worked.

Such shift premium shall not be added to the base rate of any classification nor shall it be used in computing any payments for hours not worked, except that shift premium shall be used in computing payment for holiday pay on any holiday set forth in Section 1 of the Article entitled "Holidays" for Employees who would have been required to work the second or third shift on

said day, except for the holiday. Provided, however, where applicable, shift premium shall be used in computing overtime rates.

## Section 2.

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

### **ARTICLE 40 CAR AND MILEAGE ALLOWANCE**

An Employee may be assigned a City vehicle if one is available. If none is available, however, the employee shall furnish his or her own transportation when required to perform their assigned duties. In consideration, the employee shall receive a mileage allowance at the rate of \$0.23 per mile or a minimum of \$110.00 monthly. Be it further provided that, based upon the average price of unleaded gasoline as computed from a survey conducted at R. J. Shumaker's Marathon (corner of Ballenger Highway and Miller Road), Action Automotive (Ballenger Highway), and Westgate Sunoco (corner of Van Slyke and Atherton Road), this mileage allowance will increase or decrease \$0.01 as the price per gallon varies each \$0.10 per gallon from \$1.30 provided reductions shall be implemented for the first step if gas goes below \$1.30, then \$1.20, \$1.10, etc. Said survey shall be conducted at the request of either party, but not less than once per year. A flat rate of \$210.00 per month will be paid to all eligible employees in the Building and Safety Inspections Division, Assessment Division, and Water Meter Reader-Setter Foreman in the Water Division. One twenty-second (1/22) of the flat or minimum monthly rate shall be deducted for each day that said employees are absent in excess of five (5) consecutive days in a month, provided such deductions will not cause the monthly allowance to be less than \$75.00 per month. Changes in the mileage allowance shall result in proportionate changes in the per month figures. In no event will the flat rate of \$210.00 per month fall below \$195.00 per month.

A record of all city mileage shall be logged by each such employee on forms to be provided by the city and submitted for inspection as established by department policy.

Each such employee shall provide liability insurance of \$100,000/\$300,000. The Employee shall keep on file with his/her department a copy of written documentation from the carrier indicating that the Employee's current coverage meets the above minimum and shall notify the department head and risk management within five (5) working days of any cancellation of coverage.

The City, in its discretion, may eliminate the requirement of an employee providing his own transportation and may alternatively require the employee to use transportation provided by the city, provided that three (3) months notice shall be given to employees who will be required to provide such transportation except, however, that new employees may be required to provide such transportation as a condition of employment. Car and mileage allowance checks shall be due and payable on the first payday of the month following the month the mileage was driven.

**ARTICLE 41**  
**PAY DAYS**

The pay days are alternating Fridays and shall include payment of wages earned in the payroll period ending the preceding Saturday. Employees working on their regular shifts on pay day will be paid on the job not later than three (3) hours after the start of their regular shifts. When a holiday falls on a regular pay day, checks will be distributed as soon as practicable on the day preceding the holiday. Pay day for night shift employees and employees who are on an approved leave will be Thursday afternoon, if available.

Employees are expressly prohibited from cashing pay checks or conducting personal business on City time.

**ARTICLE 42**  
**COMPENSATION SCHEDULES**

The salaries and wages to be paid under this Agreement shall be in full accord with the compensation schedules attached to this Agreement as Appendix "A".

**ARTICLE 43**  
**DUAL CLASSIFICATION POSITIONS**

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

**ARTICLE 44**  
**TEMPORARY AND PROVISIONAL PROMOTIONS**

Section 1. Temporary Promotions.

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

Section 2. Benefits for Temporary and Provisional Promotions.

During a temporary or provisional promotion, the Employee will receive the benefits provided by this contract consistent with the Employee's status as though he had not received the promotion, except for wages. The Employee will be paid the wage consistent with the classification to which he was promoted. Employees promoted to "exempt" positions level 23 and above shall not be entitled to overtime.

**ARTICLE 45**  
**PAY LEVEL**  
**RECLASSIFICATION AND REALLOCATION**

When an Employee is placed in a different pay level by reason of reclassification or reallocation, said Employee's pay rate will be effective as follows:

(a) Decrease in Compensation shall be effective the first full pay period following the date of change in classification or reallocation.

(b) Increase in Compensation shall be paid at the beginning of the pay period in which such change is made if the change falls during the first week of the pay period. If the change falls during the second week of a pay period, the increase will be effective the beginning of the next pay period. Provided, however, that increases in compensation resulting from reclassification may be withheld until the beginning of the next fiscal year so long as the affected Employee is compensated retroactively for the difference in compensation.

**ARTICLE 46**  
**CHANGES IN RATES OF COMPENSATION**

(a) Credit towards step advancements in the Compensation Plan shall accrue only for City seniority, as defined in the Article entitled "Seniority".

(b) Changes in compensation shall be paid at the beginning of the pay period if the change falls during the first week of the pay period. If the change falls during the second week of the pay period, the increase will be effective the beginning of the next pay period.

(c) When an Employee is placed in a lower classification as the result of bumping exercised in accordance with the Article entitled "Layoff-Recall", the change in rate of compensation shall become effective concurrent with the change in classification.

#### **ARTICLE 47** **WAGE INEQUITY PROGRAM**

The Wage Inequity Program is the sole avenue for any wage adjustments or allocation of bargaining unit positions for pay purposes. Within thirty (30) days following ratification of this Agreement, and during July of each year of the Agreement, the negotiating teams for the City of Flint and Local 1799, AFSCME, will meet to review potential wage inequities.

The parties agree to fund the Wage Inequity Program up to five thousand (\$5,000) dollars for the fiscal year commencing July 1, 1990, and five thousand (\$5,000) dollars for the fiscal year commencing July 1, 1991, to cover the cost of any or all wage adjustments. Such adjustments will become effective the first payroll period in July.

It is understood that the Union and the City will submit classifications to be considered, and following agreement upon such classifications, the parties will conduct a salary survey of selected Employees to be agreed upon for the purpose of establishing comparative wage rates, utilizing the fourth (4th) year step in such compensation schedules. In the absence of comparative classifications, bench mark classifications will be utilized. Any classifications found to be within five (5%) percent of the average salary for such comparative classification shall not be favorably considered.

Wage adjustments made will be in accordance with the existing compensation schedule and will be made in pay level increments. Any balance so remaining in the fund balance of the Wage Inequity Program will be carried over to the succeeding year of such contract. Any funds allotted in excess of the maximum will be encumbered upon the subsequent year's allotment.

If a disagreement arises as to this procedure or its application, same shall be submitted to an outside third party arbitrator specializing in wage and salary administration for a final determination.

**ARTICLE 48**  
**TUITION REIMBURSEMENT**

Section 1.

If a regular Employee desires to enroll in one or more courses at an accredited educational institution while continuing in full-time employment, he may submit in advance of commencing such course or courses a letter of application to the department head for reimbursement of the cost of his tuition.

Section 2.

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

Section 3.

Upon proof of satisfactory completion of any course or courses and of the amount expended for tuition therefore, the Employee shall be reimbursed for such tuition up to \$300 per fiscal year, provided that the Employee agrees, in writing, to remain a full-time Employee for a period of one (1) year following the completion of the course and likewise agrees that if he leaves the City's employ before the expiration of the one (1) year period, he will have deducted from his final pay an amount equal to one-twelfth (1/12) of the tuition reimbursement for each month or portion thereof lacking of the one (1) year requirement. Reimbursement for tuition to bargaining unit Employees under this Article by the City of Flint shall not exceed the sum of \$3,500 during any one (1) fiscal year. If applications for such reimbursement exceeds this maximum limit, the reimbursement shall be made pro-rata among Employees who have successfully completed approved courses.

**ARTICLE 49**  
**AUTHORIZED PAYROLL DEDUCTIONS**

Section 1.

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



Section 2.

Employees may sign appropriate authorizations for the withholding from wages for the following: Blue Cross/Blue Shield, savings bonds, contributions to United Way, credit union, City Employee Club dues, death benefit assessments, contributions to a deferred compensation plan, Local 1799 Political Action Committee and other deductions mutually agreed upon.

**ARTICLE 50**  
**EMPLOYEE SAFETY**

Section 1. Safety Equipment/Devices.

Any protective clothing or protective device, over and beyond normal wearing apparel, required by Michigan's Occupational Safety and Health Act to be worn and/or used in the performance of a specified job or duty, shall be furnished and maintained by the City.

Section 2. Safety Glasses.

(a) General.

The Employer will provide any Employee that it requires to wear safety glasses, without cost to the Employee, one (1) pair of safety glasses at the time it becomes necessary for the Employee to wear glasses on the job.

(b) Prescription Safety Glasses.

Should an Employee need prescription glasses and be required by the Employer to wear safety glasses, the Employer will provide prescription safety glasses, provided the Employee provides to the Employer, without cost to the Employer, a prescription that is not more than one (1) year old.

If the Employee would prefer a style of prescription safety glasses different than those offered him by the Employer, the Employee will reimburse the Employer for any additional costs.

For those Employees receiving prescription safety glasses from the Employer, the Employer will provide additional safety glasses as required by prescription changes, however, such changes will not be more often than once in any fifty-two (52) payroll periods.

(c) Replacement of Safety Glasses.

The City will replace safety glasses whenever it can be substantiated by the Employee beyond reasonable doubt that damage to his safety glasses did, in fact, occur on the job, was beyond his control, and involved no negligence whatsoever on his part. It shall be the responsibility of the Employee to establish these conditions to the appropriate supervisor who shall then recommend to the Risk Manager either for or against payment by the City.

Employee claims for damage to glasses other than safety glasses while on duty may be processed through the procedure established for handling Employee claims.

Section 3. Safety Shoes.

Not more often than once in every twenty-six (26) payroll periods, the Employer will make available to designated Employees one (1) standard pair of safety shoes. The standard safety shoe will meet the minimum requirements of Michigan's Occupational Safety and Health Act for the type of work an Employee does. The Employees will maintain their safety shoes. If an Employee orders other than the standard shoe, the Employee will pay the difference between the cost of the standard shoe and the shoe ordered by the Employee. The City will, if additional shoes are required, provide those shoes for the Employee at the Employee's expense. Areas in which safety shoes must be worn will be designated by the Safety Office. Employees will be advised of the procedure for fitting and obtaining the safety shoes at the time of hiring.

**ARTICLE 51**  
**INSURANCE COVERAGE**

Section 1. Life Insurance.

Notwithstanding the provisions contained within the Article entitled "Life Insurance", during the term of this Agreement the Employer shall have the right to select the insurance carrier(s), to select the insurance policy or policies, to change carriers, and/or to become self insured provided there is no reduction in benefit levels; and provided further that the Employer investigate the financial soundness of the insurance carrier prior to contracting with said carrier.

Section 2. Health Insurance.

Health insurance benefits shall be subject to the terms and conditions specified in the Employer's group insurance policy or policies and any claim settlement between the Employee and the

respective insurance carrier(s) shall not be the basis of a grievance or subject to arbitration. The Employer, by payment of the premium required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefits provided by the insurance coverage.

Section 3. Release of Liability; Eligibility for Benefits.

All insurance benefits provided in this Agreement shall be by way of fringe benefits with no cash reimbursement, specifically except as provided herein for those Employees who do not qualify or who do not elect to be covered. The failure of an insurance company to deliver any of the benefits which it has contracted for any reason shall not result in any liability to the Employer or the Union nor shall such failure be considered a breach by either the Employer or the Union of any obligation under this Agreement. Eligibility, coverage, and benefits under any insurance plan are subject to the terms and conditions, including any waiting period or other time limits, contained in the contracts between the City and the carrier(s).

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

**ARTICLE 52**  
**LIFE INSURANCE**

The City shall provide Employees, including part time Employees who, at the time of employment are employed for a minimum of thirty (30) hours per week, and part time Employees who are subsequently regularly scheduled to work thirty (30) hours per week, life insurance and dismemberment coverage in the amount of Thirty-Five Thousand (\$35,000) Dollars and double indemnity coverage in this amount in the event of accidental death.

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

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

**ARTICLE 53**  
**PAYMENT IN LIEU OF INSURANCE COVERAGE**

The City will pay to eligible Employees, under the conditions herein set forth, an annual amount in lieu of insurance coverage. The first payment, to be made on or before December 15, shall be for the twelve (12) billing periods immediately prior to December 1. The payment shall be made as an adjustment to a regular pay check, and only those Employees who are entitled to a regular pay check the first pay day in December shall be entitled to the payment in lieu of insurance coverage. An Employee shall be entitled to a regular pay check if the Employee has not quit, resigned or been discharged on the date the check is paid (i.e., the date shown on the check). For example, an Employee who is on approved leave of absence, suspension, layoff or WO will be determined to be "on the payroll" for the purpose of payment in lieu of insurance coverage. If an otherwise eligible Employee is not at work on the date the check is paid, the check shall be sent to the Employee's last-known address. If the check is returned to the City, the Employee must claim the check from the City within sixty (60) days or the check shall be voided, and the Employee shall forfeit any right to payment in lieu of insurance coverage for that period. In case of Employees who retire, the Employee will be sent his check, provided such amount shall not be computed in the Employee's final average pay.

Any Employee who is eligible for hospitalization insurance, at City expense, pursuant to the Article entitled "Hospitalization Insurance", but who elects not to be covered by said insurance, shall be entitled to a payment of \$20.00 per billing period for any billing period during which hospitalization insurance was not provided for said Employee at City expense.

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

**ARTICLE 54**  
**DENTAL INSURANCE**

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

In general this coverage will provide:

Class I (Basic Dental Services)

100% preventative, diagnostic and emergency  
palliative  
90% remainder of Class I including Radiographs

Class II (Prosthodontics Dental Services) 50%

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

Class I and II benefits shall be to a maximum of \$750.00 per person contract year. Class III benefits shall not exceed a lifetime maximum of \$650.00 per person.

**ARTICLE 55**  
**HOSPITALIZATION INSURANCE**

Section 1. Benefits and Coverage.

The Employer agrees to provide regular Employees, including part time Employees who are regularly scheduled to work thirty (30) or more hours per week, full coverage at semi-private rates, Blue Cross/Blue Shield MVF-II with a Three (\$3.00) Dollar co-pay prescription rider, (generic drugs unless otherwise prescribed by the Employee's physician; "prescription drug maximum allowable cost program"); mandatory second surgical opinion; 80/20 pre-certification for hospitalization (admission to hospital not approved requires employee to pay \$100 deductible for hospital services plus \$100 deductible for physician services. After payment of these deductibles, the employee is responsible for 20% of all charges with maximums of \$750 per individual or \$1500 per family per calendar year); Riders "Prevent - WPC PA + B", "MSO Prevent", "PCES 2" and Master Medical Option IV. Effective July 1, 1991, the Three (\$3.00) Dollar co-pay prescription rider shall become Five (\$5.00) Dollar co-pay prescription rider (generic drugs unless otherwise prescribed by the Employee's physician; "prescription drug maximum allowable cost program"). Also effective July 1, 1991, change Master Medical deductible to \$100/\$200 (individual, family) with an 80/20% co-pay.

(a) Coverage shall commence per terms of the "New Hire Agreement" entered into between the Employer and the insurance carrier.

(b) Employees eligible for hospitalization insurance as set forth in (a) above shall have the option of maintaining current coverage or electing to be covered by HMO. This election may be made during the months of April and May. The open enrollment period shall be at least six (6) weeks. Such coverage will be subject to the regulations of the Carrier. The City shall pay for such HMO coverage on behalf of an eligible Employee, an amount not to exceed the amount being paid by the City for Blue Cross/Blue Shield for an eligible Employee. At such time as the

cost of providing HMO exceeds the amount being paid to provide Blue Cross/Blue Shield, the Employee shall pay such additional cost by payroll deduction.

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

(d) For Employees retiring subsequent of July 1, 1972, except on deferred retirement, coverage will be maintained until the retiree attains age sixty-five (65), or except during any period he may be eligible for hospitalization coverage through a subsequent employer. Commencing at age sixty-five (65), the coverage provided shall be Blue Cross - 65 Supplementary. All coverage shall terminate upon death of the retiree.

(e) The Employer may provide hospitalization insurance other than the Blue Cross/Blue Shield listed provided such coverage is equivalent to above and that any change in carriers must be by mutual agreement between the City and the Union. In the event of such carrier change, where Blue Cross and/or Blue Shield is listed above the new carrier name (and policy designation where appropriate) will be substituted.

## Section 2. Termination of Benefits.

Except as otherwise provided herein, coverage shall be discontinued on the last day of the premium month in which the Employee's services are terminated, including layoff.

Such coverage shall be continued during any leave, or portion thereof, for which the Employee is receiving pay. An Employee who is on sick leave and has exhausted all accrued leave time shall have such coverage continued for an additional month for each year of City seniority up to six (6) months.

In the event of layoff, coverage shall be continued one (1) month for each year of City seniority, to a maximum of six (6) months.

Employees on leave of absence without pay or on layoff may continue coverage for an additional six (6) months by making cash payments of the full premium to the Finance Department prior to the 20th of each month.

**ARTICLE 56**  
**OPTICAL BENEFITS**

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

In general, this benefit will provide optical examinations, lenses and frames every 24 months for the Employee and dependents over 18 years of age (dependents who are 18 years of age and under eligible every 12 months); full coverage for necessary contact lenses, \$80.00 cosmetic contact lens allowance; with deductibles of \$0 for exams and \$10.00 for materials; and, set pre-deductible allowances for non-panel providers.

**ARTICLE 57**  
**UNEMPLOYMENT COMPENSATION**

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

**ARTICLE 58**  
**RETIREMENT BENEFITS**

Retirement benefits for Employees, including eligibility therefor, shall be in accordance with Appendix B of this Agreement.

Section 1.

(a) The multiplier used in computing retirement benefits is 2.4% of the final average compensation for all years of credited service.

(b) The Employee contributions are 4.0% of all earnings.

(c) Interim and temporary Employees shall be excluded from membership in the retirement system and wages paid said Employees will not be subject to withholding of the retirement contribution.

(d) Any interim or temporary Employee subsequently appointed to a permanent position, shall be eligible to purchase service credits, earned as an interim or temporary Employee, by paying, in a lump sum, the amount the Employee would have contributed had he participated in the retirement program during said period or periods, such payment to be made prior to completion of 365 service credits following appointment to a permanent position. Such payment must be made before such time is credited for retirement purposes.

(e) Any Employee who retires from the City of Flint as provided in the Retirement Ordinance shall be compensated in cash for any accumulated unused sick leave days up to 480 hours plus one-half (1/2) pay for each hour of unused sick leave in excess of 960 hours, and for Employees hired prior to January 1, 1978, it shall continue to be included in the computation of final average compensation for retirement purposes. Provided, however, for any Employee hired after January 1, 1978, said sick leave shall be paid after the Employee retires (within sixty (60) days) and shall not be included as part of the Employee's final average compensation for the purpose of computing retirement benefits.

(f) Any Employee who retires from the City of Flint as provided in the Retirement Ordinance shall be compensated in cash for all accrued, unused annual leave standing to his credit, and for Employees hired prior to January 1, 1978, it shall continue to be included in the computation of final average compensation for retirement purposes. Provided, however, for any Employee hired after January 1, 1978, said annual leave shall be paid after the Employee retires (within sixty (60) days) and shall not be included as part of the Employee's final average compensation for the purpose of computing retirement benefits.

(g) Employees hired by the City prior to October 1, 1983, have the option to take a deferred retirement under the present rules (those in effect prior to October 1, 1983) after fifteen (15) years of service, with the pension payable upon when the Employee would have completed twenty-five (25) years of service; or, the Employee may take a deferred retirement after ten (10) years of service, with the pension payable upon the Employee attaining the age of fifty-five (55).

New Employees, hired by the City on or after October 1, 1983, may take deferred retirement with ten (10) or more years of service, with such pension payable only upon the Employee attaining age fifty-five (55).

(h) Employees hired on or before September 26, 1984, shall be able to retire with a full pension after twenty-five (25) years of service regardless of age. Employees hired after September 26, 1984, shall be eligible for an age and service



pension only upon the attainment of age fifty-five (55) with ten (10) or more years of service.

(i) Employees, at the time of retirement, and at such time only, may elect to receive pension option "B", Joint and Survivor Pension, and option "C", Modified Joint and Survivor Pension, on a "pop-up" basis. If elected, upon the divorce from, or the death of the named beneficiary, the retirant's pension shall thereafter be paid as if the retirant had elected the straight life form of payment to be effective the month following the divorce or death.

The actuarial tables used in calculating the pop-up option shall be such that there shall be no increased cost to the City or the retirement system.

#### Section 2. Prior Military Service Credit.

The City and the Union agree to establish a window period beginning August 27, 1990, and concluding November 27, 1990, in which any present employee may elect to receive credit for time served in the armed forces as otherwise provided in Section 2, Prior Military Credit, Article 64, Retirement Benefits. The parties further agree that no new window period for prior military service credit purposes, if any, shall be allowed to reoccur prior to July 1, 1996, at the earliest. Any person hereinafter employed as a regular full time Employee, may within sixty (60) days of appointment to a regular full time position, elect to receive credit, for retirement purposes only, for time served in the armed forces of the United States on active duty for other than training purposes, and for which he received an honorable discharge. The maximum amount of military service for which he may receive credit is thirty-six (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 the classification the Employee hired into as a regular full time permanent Employee 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. "Induction rate for the classification the Employee hired into" shall mean the first six (6) months rate found in the compensation schedule of the classification, including its subsequent reallocations, based on its current bargaining unit or non-bargaining unit (exempt) status.

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.

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.

In the event an Employee does not deposit the contribution required hereunder at the time of making the election, the contribution shall be increased  $\frac{3}{4}$  of 1% per month from the date of election to the date of payment.

An Employee who elects this option and is subsequently transferred out of this bargaining unit shall retain credit, for retirement purposes only, for military time purchased pursuant to this section. Employees who have previously applied for military service credit, whether or not it was in this bargaining unit, shall not be allowed to re-apply for such credit under this Agreement.

### Section 3. Purchase of Leave Time.

An Employee may purchase, for retirement purposes only, time without pay on authorized leave from a regular full time permanent position by depositing with the Retirement Board an amount equal to the total contributions which would have been made by the Employee and the City had wages been paid for the period of the leave. Such contributions will include interest at the rate established by the Chief Finance Officer, computed from the date the leave commenced.

Employees may elect to receive credit on or before April 15, 1983, or within sixty (60) days return from such leave, but not thereafter. Payment must be made in one (1) installment, payable not later than five (5) years from the date of election. In the event an Employee does not deposit the contribution required hereunder at the time of making the election, the contribution shall be increased  $\frac{3}{4}$  of 1% per month from the date of election to the date of payment.

Such purchased leave time shall not be used for the purpose of meeting minimum requirements for deferred or voluntary retirement.

### Section 4. Withdrawal of Prior Military Service or Authorized Leave Time.

In the event an Employee has purchased prior military service or authorized leave time, and the Employee leaves the employ of the City of Flint, for whatever reason prior to retirement, the Employee may withdraw all contributions for such purchase on the same basis as provided in the ordinance for Employee contributions.

#### Section 5. Life rnsurance.

The pay scales (Appendix A) reflect a reduction in the hourly rate of all Employees of \$0.02 per hour, which shall be matched by the City and deposited bi-weekly into a separate fund to be utilized for the purpose of providing life insurance in the amount of \$2,500.00 for all members who retired between July 1, 1978, and June 30, 1984, and \$5,000.00 for all members who retire on or after July 1, 1984. Such life insurance is provided only for members who retire with a pension payable by the retirement system except for those members who take a deferred retirement. Those members who take a deferred retirement are not eligible for such life insurance until after the attainment of their voluntary retirement age or until such time as they would have qualified for a pension had they continued in employment with the City.

The investment and management of funds generated hereby will be in accordance with a continuing agreement entered into between the parties.

#### Section 6. Annuity Withdrawal Option.

Within thirty (30) days of initial appointment to a bargaining unit position, and not thereafter, an Employee may elect the option of voluntary withdrawal of his own accumulated contributions. Failure to elect this option within the specified time will preclude withdrawal of his own accumulated contributions upon retirement. A member who elects this option shall have his contribution to the retirement system increased from 4% to 7.5% of the gross compensation paid him by the City. A member who has elected this option may at time of application for retirement choose to have 0%, 25%, 50%, 75% or 100% of his accumulated contributions returned in a single payment. The member's pension shall then be reduced by the actuarial equivalent of the accumulated contributions withdrawn as determined by the City's actuaries. The accumulated contributions for the member in the Employee's savings fund shall be reduced by the amount of the single payment.

In the event a member elects the aforementioned option, upon refund of the Employee's accumulated contributions, the Employee shall receive "regular interest" on his accumulated contributions. "Regular interest" shall be as defined in the Definition section of the Retirement Ordinance, i.e. one (1) per cent per annum, compounded annually.

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

An Employee who exercises the option of voluntary withdrawal of his own accumulated contributions and pays the 7.5% contribu-

tion rate required during his membership in Local 1799, shall, upon change in bargaining unit have the option of retaining this benefit regardless of whether or not this benefit is provided by his new bargaining unit. To retain this benefit the Employee shall contribute an additional 3.5% of his gross compensation to the retirement system in cases where the Employee is in a group that does not have the annuity withdrawal option. If the Employee's new group has the annuity withdrawal option the Employee's contribution shall be that as required by his new group. The Employee may also elect to forego his right to an annuity withdrawal option. In such case the Employee forfeits the right to withdraw his own accumulated contributions nor shall he be entitled to a refund of any excess contribution made by him for such option during the period of his entitlement thereto. An Employee who contributes to the retirement system who foregoes the right to the annuity withdrawal option shall not have his contribution increased by 3.5% of his gross compensation.

The election to retain or to forego the annuity withdrawal option shall be made in writing to the Retirement System not later than six (6) months after the Employee is no longer represented by this Union.

#### **ARTICLE 59** **RESIDENCY**

All Employees hired on or after January 1, 1988, shall as a condition of their continued employment establish and/or maintain residency within the corporate boundaries of the City of Flint. This residency requirement does not apply to Employees hired prior to January 1, 1988, nor to Employees who promote or transfer into Local 1799 from another bargaining unit provided the Employee was hired prior to January 1, 1988.

In consideration of the foregoing change in current residency requirements, the parties to this agreement agree that neither shall alter, attempt to alter, add to or attempt to add to, through negotiation, interest arbitration, or court or administrative action, any provision or practice related to residency requirements for a period of ten (10) years following the ratification date of this agreement.

#### **ARTICLE 60** **MISCELLANEOUS**

##### **Section 1. Annual Physical Examinations.**

Employees employed in Water Pollution Control Facilities (including the Third Avenue station) positions shall be afforded

a full physical examination on an annual basis. Such examination shall be conducted by the City Health Clinic.

Section 2. Tool Allowance.

The Employer will pay, in July of each year, effective July, 1986, a tool allowance of \$100.00 to each Employee in the classification of Garage Foreman.

**ARTICLE 61**  
**SAVINGS CLAUSE**

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

**ARTICLE 62**  
**RE-OPENING PROVISIONS**

It shall be expressly understood by both parties that this contract may be revised, amended or otherwise altered to include new agreements, or effect changes in the existing contract language, when mutually agreed upon by the Union and the Employer.

**ARTICLE 63**  
**TERMINATION**

This Agreement shall be effective on the 1st day of July, 1990, to the extent feasible, and shall remain in full force and effect through the 30th day of June, 1992, when it shall terminate. If either party desires to renegotiate this Agreement, it shall notify the other of its desire in writing at least ninety (90) calendar days prior to June 30, 1992.

Dated at Flint, Michigan, this  /j? " day of  June, 1991.

CITY OF FLINT

Mary H. Simon  
Tony Showerski  
Rick [unclear]

**a**

LOCAL 1799, AFSCME, AFL-CIO

Billy J. Buehling  
Duane T. Hunt

LETTER OF UNDERSTANDING  
LOCAL 1799 UNION TIME

The City and the Union agree to the following:

1. That the Union President, a representative of Local 1799, will not be required to use "pass slips" when leaving his job for Union business as provided herein.
2. All other Local 1799 representatives shall be released only by the use of such passes.
3. The Union President will be released from his job function with pay for eight (8) hours every week. Said time is tentatively set for Wednesday but may be changed by mutual agreement. Attendance at MERC hearings, grievance hearings, or negotiations shall not be deducted from such time.
4. Any meetings called by the City Administration outside of the eight (8) hours specified shall not be deducted from such time. City Administration, as used in this section, shall be limited to the Personnel Director or his designee, the Mayor/Administrator's Office or Labor Relations.
5. Time off for Union business not covered in Sections 3 and 4 above will be limited to situations where immediate representation is essential in discharges, suspensions or imminent safety hazard cases.
6. In all instances of time off the job, as noted in 4 and 5 above, the supervisor shall be informed prior to leaving the job and immediately upon return.
7. This agreement shall expire on June 30, 1992.

Mary J. Simon  
FOR THE CITY

Duane T. Hunt  
FOR THE UNION

DATED: 6/13/91

**LETTER OF UNDERSTANDING**  
**WASTE WATER POLLUTION CONTROL CENTER**

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

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

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

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

Mary D. Simon  
FOR THE CITY

Duane T. Hunt  
FOR THE UNION

DATED: (F0\* / 3 - ? /



LETTER OF UNDERSTANDING  
RETIREE MEDICAL INSURANCE

The parties hereby agree that the medical insurance plan currently in effect provides benefits somewhat greater than required by the contract, in particular, continuation of medical insurance coverage upon the death of a retiree to the retiree's spouse for so long as said spouse continues to receive retirement benefits (i.e., the retiree elected a retirement option which provides for benefits payable to the retiree's spouse after the retiree's death). The parties agree that benefits provided as set out above will not be diminished during this contract which expires June 30, 1992.

DATED:     (\* " 13" JI    

FOR THE UNION:

    Duane T. Hunt    

FOR THE CITY:

    Mary H. Senior

**LETTER OF UNDERSTANDING**  
**FITNESS FOR DUTY**

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

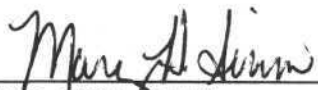
It is understood that any agreement, including any testing program negotiated between the bargaining teams for the City and Local 1799, AFSCME, is subject to ratification by the membership of Local 1799, AFSCME, prior to implementation.

Section 5.

The Committee shall be made up of three (3) Employees designated by the President of Local 1799, AFSCME, and three (3) members designated by the Personnel and Labor Relations Director. Time spent by committee members shall be considered as time worked and committee members shall not lose pay for time spent in committee meetings during the Employees' regular working hours.

Section 6.

The Union will forward the names of its committee members to the Labor Relations Department no later than February 28, 1991. If the Union does not forward names by that date, and offer available meeting dates, the City reserves the right to implement its offer dated July 30, 1986.

  
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FOR THE CITY

  
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FOR THE UNION

DATED: 6-13-91

**SUPPLEMENTAL  
AFFIRMATIVE ACTION  
AGREEMENT**

WHEREAS, The City of Flint and AFSCME Local 1799 are desirous of providing equal employment and advancement opportunities to all members of the bargaining unit without discrimination, and

WHEREAS, It is the intent of the parties that the City of Flint take affirmative action to assure that all levels of the classified service are reasonably representative of the ethnic composition of the City, and

WHEREAS, It is the parties' intent to "promote from within" when possible, and

WHEREAS, The parties have mutually agreed to accomplish this desire by negotiating affirmative action policies.

THE PARTIES THEREFORE AGREE TO THE FOLLOWING:

1. Minority shall be defined to include: Blacks, Hispanics, American Indians, and Asian Americans.
2. For the purposes of this Agreement, Personnel Rule V, Section 16 shall be amended as follows:
3. For the purposes of this Agreement, Personnel Rule V, Section 19 shall be amended as follows:
4. For the purposes of this Agreement, Personnel Rule V, Section 20 shall be amended as follows:
5. For the purposes of this Agreement, Personnel Rule V, Section 21 shall be amended as follows:
6. For the purposes of this Agreement, Personnel Rule V, Section 22 shall be deleted.
7. For the purposes of this Agreement, Personnel Rule VI, Section 5(i) shall be deleted.
8. For the purposes of this Agreement, Personnel Rule VII, Section 1(d) shall be deleted.
9. For the purposes of this Agreement, Personnel Rule VII, Section 1(g) shall be amended by deleting any reference to "inter-departmental tests."

10. The City reserves the right to implement an affirmative action certification procedure to promote minority employees to classifications and/or job categories, as defined by the United States Equal Employment Opportunity Commission, that have not achieved the representative balance. Such balance shall not exceed a 50/50 ratio between minority and non-minority employees. Affirmative action certification may be used only if employees of the under-represented class are not ranking in the top three.

Affirmative action certification will occur by ranking the employees of the under-represented class in order of their test scores. If no employee of the under-represented class is on the eligible list, the City may obtain names for affirmative action certification by giving an open competitive examination. Prior to giving an open competitive examination for the purpose of obtaining non-employees eligible for affirmative action certification, the City shall discuss this issue with the Union to review the advantages and/or disadvantages of such actions.

When using affirmative action certification the appointing authority shall have three names certified from the promotional list and three or fewer individuals resulting from the affirmative action certification. After there has been an appointment from the affirmative action certification, the next appointment shall be an employee of the non-underrepresented class made from a regular promotional list for that class and/or job category.

11. Upon reaching a representative balance within a classification and/or job category, eligibles will be certified in rank order of their scores, provided however, no non-employees shall be certified.
12. It is the City's sole obligation and right to determine the representative balances as to minorities relative to affected classifications and/or job categories.
13. Promotional and inter-departmental lists which were promulgated prior to July 1, 1984, shall be utilized for the next certification in each respective class and/or job category. Thereafter affirmative action certification may be utilized if needed.
14. The parties agree to emphasize current training and apprenticeship programs and to encourage use of tuition reimbursement funds to better prepare employees for promotional opportunities.

15. No affirmative action certification may be used if a regular promotional list is not in existence. An affirmative action certification, once established, shall have the same provisions apply to it as does the regular promotional certification.

16. This agreement shall remain in full force and effect until and including June 30, 1992, and shall be renewed for successive one year periods thereafter unless either party requests negotiations in writing at least 60 calendar days prior to the renewal date.

Mary D. Simon

^ Duane T. Hunt

FOR THE CITY

FOR THE UNION

DATED: 6-13-91

**LETTER OF UNDERSTANDING**  
**JOB STUDY STEERING COMMITTEE**


The City and the Union agree to establish a joint job study steering committee for the purpose of conducting a study of the classification system of the City of Flint. The results of said job study will be used by the joint job study steering committee to write new and/or revise existing position descriptions and to ensure that employees are assigned to appropriate pay levels and position descriptions.

The City agrees to fund the cost of such job study up to a maximum cost of \$15,000.00 and shall retain a professional consultant who shall be selected jointly by the City and the Union, and who shall be responsible for the objectivity and technical quality of the study. The goal of this program is to complete said job study on or before June 30, 1992.

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

It is also specifically agreed that the study may recommend, but will not be used to determine staffing levels. Moreover, no employee will receive a reduction in their current rate of pay as a result of said job study.

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

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

  
\_\_\_\_\_  
FOR THE UNION

DATED: 6> ~ / £ . 91

CITY OF FLINT COMPENSATION SCHEDULE  
 (1-1-90 RATES PLUS 4.5%)  
 LOCAL 1799

PERSONNEL OFFICE  
 06-24-90

OCCUPATIONAL LEVEL	BASE	1st 6 Months		2nd 6 Months		2nd Year		3rd Year		4th Year		11th thro 15th Year		16th thro 20th Year		21st Year and Over	
		1st 6 Months	2nd 6 Months	2nd Year	3rd Year	4th Year	11th thro 15th Year	16th thro 20th Year	21st Year and Over								
12	A	21061.22	21097.09	22390.2	23230.00	24107.07	24008.77	24927.24	25556.33								
	B	825.44	842.24	859.2	893.52	927.20	941.92	950.8	982.72								
	M	10.310	10.520	10.74	11.169	11.591	11.774	11.905	12.204								
13	A	21929.02	22309.23	22007.37	23770.02	24690.19	25101.34	25552.93	26195.61								
	B	843.52	861.12	870.0	914.56	950	965.44	982.0	1007.52								
	M	10.544	10.764	10.905	11.432	11.875	12.068	12.205	12.594								
14	A	22390.39	22800.09	23359.17	24327.77	25292.45	25716.53	26182.53	26830.3								
	B	861.52	880	890.40	935.60	972.0	909.12	1007.04	1032.24								
	M	10.769	11	11.231	11.696	12.16	12.364	12.508	12.903								
15	A	22865.69	23367	23860.33	24870.03	25802.77	26331.74	26868.10	27476.35								
	B	879.52	890.0	910.00	956.00	995.52	1012.0	1031.12	1056.00								
	M	10.994	11.235	11.476	11.961	12.444	12.66	12.009	13.211								
16	A	23344.3	23857.06	24300.13	25425.96	26473.1	26949.55	27437.70	28121.03								
	B	897.52	917.60	937.76	977.92	1010.24	1036.56	1055.36	1081.6								
	M	11.219	11.471	11.722	12.224	12.720	12.957	13.192	13.52								
17	A	23802.00	24344.79	24891.91	25975.69	27064.75	27566.07	28060.04	28766.34								
	B	915.52	936.4	957.44	999.12	1040.96	1060.24	1079.20	1106.4								
	M	11.444	11.705	11.968	12.409	13.012	13.253	13.491	13.83								
18	A	24271.49	24831.71	25390.48	26492.73	27655.05	28174.7	28693.05	29406.41								
	B	933.52	955.12	976.00	1010.96	1063.60	1083.60	1103.6	1131.04								
	M	11.669	11.939	12.211	12.737	13.296	13.546	13.795	14.130								

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MISIRREI IFFICE

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1)	I	25736.11	2(318.(	2(90(.3(	28083.09	29253.25	29775.53	3032(.58	310(3.51
	I	989.92	1012.32	1034.88	1080.16	1125.12	1145.28	11(.4	1194.8
	I	12.374	12.(54	12.936	13.502	14.064	14.316	14.58	14.935
20	A	2(32(.49	2(93(.4(	27541.18	28768.95	29988.9	38503.29	31096.23	31844.94
	B	1012.56	1036.81	1059.28	1106.56	1153.44	1173.2	119S.II	1224.8
	H	12.(57	12.951	13.241	13.832	14.418	14.665	14.951	15.31
21	A	2(988.82	27(24.95	28257.17	29522.91	39796.4)8	31358.12	31953.58	32(70.89
	B	1838.81	18(2.5(	1086.88	1135.52	1184.48	1286.08	1229.04	125(.4
	H	12.97(	13.282	13.586	14.194	14.806	15.076	15.3(3	15.788
22	A	27641.97	28388.21	289(7.92	30288.62	31605.42	32220.(2	32131.44	33498.13
	B	1863.2	1888.8	1114.16	1164.96	1215.6	1239.28	12(3.84	1288.4
	H	13.29	13.(1	13.927	14.562	15.195	15.491	15.788	16.115
221	A	28728.39	29441.75	30176.07	31625.04	33079.28	33742.9	34448.4	35142.15
	B	1184.96	1132.4	1160.64	1216.4	1272.32	1297.84	1324.96	1351.(8
	H	13.812	14.155	14.508	15.205	15.984	16.223	16.562	16.896
221	A	38113.24	30924.78	31728.44	33443.17	35273.83	3(074.1	36861.61	<del>31367.74</del> 37576.74
	B	1158.24	1189.44	1220.32	1286.32	1356.72	1387.52	1418.81	<del>1437.28</del> 1445.28
	H	14.478	14.8(8	15.254	16.079	16.959	17.344	17.726	<del>17.966</del> 18.066
23	A	31314.84	32359.37	33419.59	35512.58	37622.57	38534.89	39435.43	48151.43
	B	1204.48	1244.(4	1285.44	1365.92	1447.04	HI?.16	1516.1	1544.32
	H	15.156	15.558	16.068	17.074	18.088	18.527	11.96	19.384
24	A	32343.(	33448.53	34534.79	36715.49	38907.93	39833.34	40788.87	41431.54
	B	1244	128(.24	1328.32	1412.16	1496.48	1532.08	1568.8	1593.52
	H	15.55	16.878	1(.04	17.(52	18.706	19.151	19.61	19.919
25	A	33389.48	34521.71	35656.55	37924.92	40203.77	41131.81	42131.12	42692.04
	B	1284.24	1327.7(	1371.44	1458.72	1546.32	1582	1628.48	1642
	H	16.053	K.597	17.143	18.234	19.329	19.775	20.256	20.525

6-24-90 tes



CITY OF FLINT, COMPENSATION SCHEDULE  
(1-1-90 RATES PLUS 4.5%)  
LOCAL 1799

PERSONNEL OFFICE  
06-24-90

OCCUPATIONAL LEVEL	BASE	1st 6 Months		2nd 6 Months		2nd Year		3rd Year		4th Year		11th thru 15th Year		16th thru 20th Year		21st Year and Over		
		Months	Year	Months	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year	
26	A	34504.7	35689.28	36868.61	39243.01	41608.24	42571.63	43566.41	44096.52	45071.69	45510.18	45998.36	4692.24	4733.52	4775.11	48273.32	48532.5	4866.64
	B	1372.12	1372.72	1418.08	1509.36	1600.32	1637.44	1675.68	1696.08	1733.52	1750.4	1692.24	1733.52	1750.4	1795.2	1856.72	1866.64	1866.64
	N	16.589	17.159	17.726	18.867	20.004	20.468	20.946	21.201	21.456	21.711	21.966	22.221	22.476	22.731	22.986	23.241	23.496
27	A	35621.22	36806.38	38085.91	40546.71	43010.12	43998.36	45071.69	45510.18	46008.24	46446.71	46934.95	47423.19	47911.43	48400.67	48888.91	49377.15	49865.39
	B	1370.08	1417.2	1464.88	1559.52	1654.24	1692.24	1733.52	1750.4	1795.2	1836.48	1877.72	1918.96	1960.2	2001.44	2042.68	2083.92	2125.16
	N	17.126	17.715	18.311	19.494	20.678	21.153	21.628	22.103	22.578	23.053	23.528	24.003	24.478	24.953	25.428	25.903	26.378
28	A	36848.98	38131.74	39419.72	41976.05	44540.25	45578.24	46675.11	47225.92	47776.73	48327.54	48878.35	49429.16	49979.97	50530.78	51081.59	51632.4	52183.21
	B	1417.28	1466.64	1516.16	1614.48	1713.12	1753.04	1795.2	1808.72	1856.72	1897.96	1939.2	1980.44	2021.68	2062.92	2104.16	2145.4	2186.64
	N	17.716	18.333	18.952	20.101	21.414	21.913	22.412	22.911	23.41	23.909	24.408	24.907	25.406	25.905	26.404	26.903	27.402
29	A	38093.77	39424.96	40748.29	43608.05	46070.39	47154.18	48273.32	48532.5	49183.68	49834.84	50485.99	51137.15	51788.31	52439.46	53090.62	53741.77	54392.93
	B	1465.2	1516.4	1567.28	1669.6	1772	1813.68	1856.72	1866.64	1918.96	1960.2	2001.44	2042.68	2083.92	2125.16	2166.4	2207.64	2248.88
	N	18.315	18.955	19.591	20.87	22.15	22.671	23.209	23.733	24.257	24.781	25.305	25.829	26.353	26.877	27.401	27.925	28.449
30	A	39462.91	40846.46	42223.47	45003.63	47781.17	48916.01	50116.3	50247.18	50916.3	51585.46	52254.62	52923.78	53592.94	54262.1	54931.26	55600.42	56269.58
	B	1517.04	1571.04	1624	1730.96	1837.76	1881.44	1927.6	1932.64	1984.96	2027.2	2069.44	2111.68	2153.92	2196.16	2238.4	2280.64	2322.88
	N	18.973	19.638	20.3	21.637	22.972	23.518	24.095	24.158	24.735	25.281	25.827	26.373	26.919	27.465	28.011	28.557	29.103
31	A	40849.06	42288.89	43735.26	46609.66	49493.24	50704	51956.67	51956.67	52704	53456.67	54204	54956.67	55704	56456.67	57204	57956.67	58704
	B	1571.12	1626.56	1682.16	1792.72	1903.6	1950.16	1998.4	1998.4	2046.72	2095.04	2143.36	2191.68	2240.0	2288.32	2336.64	2384.96	2433.28
	N	19.639	20.332	21.027	22.409	23.795	24.377	24.98	24.98	25.583	26.176	26.769	27.362	27.955	28.548	29.141	29.734	30.327
32	A	42486.7	43917.21	45417.25	48634.33	51450.1	52713.23	53884.69	53884.69	54713.23	55542.17	56371.11	57200.05	58028.99	58857.93	59686.87	60515.81	61344.75
	B	1631.04	1689.12	1746.88	1862.88	1978.88	2027.44	2072.56	2072.56	2120.0	2167.44	2214.88	2262.32	2309.76	2357.2	2404.64	2452.08	2499.52
	N	20.388	21.114	21.836	23.286	24.736	25.343	25.907	25.907	26.471	27.035	27.599	28.163	28.727	29.291	29.855	30.419	30.983
33	A	43998.36	45566.46	47138.48	50269.44	53413.49	54717.18	55828.46	55828.46	56717.18	57606.1	58494.74	59383.38	60272.02	61160.66	62049.3	62937.94	63826.58
	B	1692.24	1752.56	1813.04	1933.44	2054.4	2104.56	2147.28	2147.28	2197.44	2247.6	2297.72	2347.84	2397.96	2448.08	2498.2	2548.32	2598.44
	N	21.153	21.907	22.663	24.168	25.68	26.307	26.841	26.841	27.405	27.969	28.533	29.097	29.661	30.225	30.789	31.353	31.917

CITY OF FLINT PENSION SCHEDULE  
(1-1-90 RATES PLUS 4.5%)  
LOCAL 1799

PERSONNEL OFFICE  
06-24-90

OCCUPATIONAL LEVEL	BASE	1st 6 Months		2nd 6 Months		2nd Year		3rd Year		4th Year		11th thru 15th Year		16th thru 20th Year		21st Year and Over	
		1st 6 Months	2nd 6 Months	2nd Year	3rd Year	4th Year	11th thru 15th Year	16th thru 20th Year	21st Year and Over								
34	A	45991.85	47645.04	49304.77	52632.06	55944.95	57318.03	58333.76	58333.76	58333.76	58333.76	58333.76	58333.76	58333.76	58333.76	58333.76	58333.76
	B	1768.96	1832.56	1896.4	2024.32	2151.76	2204.56	2243.6	2243.6	2243.6	2243.6	2243.6	2243.6	2243.6	2243.6	2243.6	2243.6
	N	22.112	22.907	23.705	25.304	26.897	27.557	28.045	28.045	28.045	28.045	28.045	28.045	28.045	28.045	28.045	28.045
35	A	47995.83	49738.02	51480.2	54978.98	58475.12	59914.95	60845.6	60845.6	60845.6	60845.6	60845.6	60845.6	60845.6	60845.6	60845.6	60845.6
	B	1846	1913.04	1980	2114.64	2249.04	2304.48	2340.24	2340.24	2340.24	2340.24	2340.24	2340.24	2340.24	2340.24	2340.24	2340.24
	N	23.875	23.913	24.75	26.433	28.113	28.806	29.253	29.253	29.253	29.253	29.253	29.253	29.253	29.253	29.253	29.253
36	A	50614.98	52468.45	54325.82	58034	61744.84	63282.82	64142.79	64142.79	64142.79	64142.79	64142.79	64142.79	64142.79	64142.79	64142.79	64142.79
	B	1946.8	2018.08	2089.52	2232.88	2374.8	2434	2467.84	2467.84	2467.84	2467.84	2467.84	2467.84	2467.84	2467.84	2467.84	2467.84
	N	24.335	25.226	26.119	27.901	29.685	30.425	30.838	30.838	30.838	30.838	30.838	30.838	30.838	30.838	30.838	30.838
37	A	53249.89	55210.64	57174.05	61112.6	65042.82	6666.41	67445.21	67445.21	67445.21	67445.21	67445.21	67445.21	67445.21	67445.21	67445.21	67445.21
	B	2848.88	2123.52	2199.84	2358.48	2501.68	2564.16	2594.88	2594.88	2594.88	2594.88	2594.88	2594.88	2594.88	2594.88	2594.88	2594.88
	N	25.681	26.544	27.488	29.381	31.271	32.852	32.426	32.426	32.426	32.426	32.426	32.426	32.426	32.426	32.426	32.426
38	A	56868.14	58148.04	60219.93	64377.89	68529.81	70252.87	70936.14	70936.14	70936.14	70936.14	70936.14	70936.14	70936.14	70936.14	70936.14	70936.14
	B	2156.24	2236.24	2316.24	2476.88	2635.84	2702.88	2728.4	2728.4	2728.4	2728.4	2728.4	2728.4	2728.4	2728.4	2728.4	2728.4
	N	26.953	27.953	28.953	30.951	32.948	33.776	34.185	34.185	34.185	34.185	34.185	34.185	34.185	34.185	34.185	34.185
39	A	58888.89	61061.58	63252.72	67636.31	72019.94	73835.41	74425.75	74425.75	74425.75	74425.75	74425.75	74425.75	74425.75	74425.75	74425.75	74425.75
	B	2264.72	2348.56	2432.8	2601.44	2778	2839.84	2862.56	2862.56	2862.56	2862.56	2862.56	2862.56	2862.56	2862.56	2862.56	2862.56
	N	28.389	29.357	30.41	32.518	34.625	35.488	35.782	35.782	35.782	35.782	35.782	35.782	35.782	35.782	35.782	35.782
40	A	61682	63996.19	66294.67	70988.63	75514.77	77415.32	77919.27	77919.27	77919.27	77919.27	77919.27	77919.27	77919.27	77919.27	77919.27	77919.27
	B	2372.4	2461.44	2549.84	2727.28	2904.48	2977.52	2996.96	2996.96	2996.96	2996.96	2996.96	2996.96	2996.96	2996.96	2996.96	2996.96
	N	29.655	30.768	31.873	34.091	36.306	37.219	37.462	37.462	37.462	37.462	37.462	37.462	37.462	37.462	37.462	37.462

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 (1-1-90 RATES PLIS 1.51)  
 LOCAL 1799

PERSONNEL OFFICE  
 06-24-90

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	Ronths	Ronths	Ytir
12	7.223	7.37	7.511
13	7.311	7.535	7.69
11	7.539	7.7	7.162
15	7.696	7.165	1.931
1i	7.151	1.13	1.216
11	<b>1.111 1.194 1.371</b>		
1t	1.169	1.351	1.541
19	1.662	1.151	9.056
20	<b>1.06</b>	9.166	9.269
21	1. M1	9.29S	9.511
22	9.313	9.527	9.749
22*	9.669	9.919	10.156
221	10.135	10.400	10.670
23	10.51	10.091	11.240
11	10.005	11.255	11.623
25	11.231	11.610	12.001

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CITY OF PLINT COMPENSATION SCHEDULE  
 (6-24-90 RATES PLUS 4.5%)  
 LOCAL 1799

PERSONNEL OFFICE  
 06-23-91

OCCUPATIONAL LEVEL	BASE	1st 6 Months		2nd 6 Months		3rd Year		4th Year		15th Year		20th Year		21st Year and Over	
		1st 6 Months	2nd 6 Months	2nd Year	3rd Year	4th Year	15th Year	20th Year	21st Year and Over						
12	A	22426.97	22882.46	23343.42	24276.27	25192.72	25590.76	26048.97	26700.07						
	B	862.64	880.16	897.84	933.76	968.96	984.32	1001.92	1026.96						
	M	10,703	11,002	11,223	11,672	12,112	12,304	12,524	12,837						
13	A	22916.66	23396.75	23875.5	24848.03	25809.61	26230.9	26702.01	27374.41						
	B	881.44	899.92	918.32	955.76	992.72	1000.00	1027.04	1052.88						
	M	11,018	11,249	11,479	11,947	12,409	12,611	12,830	13,161						
14	A	23406.32	23909.69	24410.33	25422.52	26430.61	26879.77	27360.74	28046.02						
	B	900.24	919.6	938.88	977.84	1016.56	1033.6	1062.4	1078.72						
	M	11,253	11,495	11,736	12,223	12,707	12,92	13,155	13,484						
15	A	23894.65	24418.52	24942.4	25998.38	27047.49	27516.67	28014.55	28714.88						
	B	919.04	939.2	959.36	1000	1040.32	1058.4	1077.52	1104.48						
	M	11,408	11,74	11,992	12.5	13,004	13.23	13,469	13,806						
16	A	24384.34	24931.46	25477.24	26570.13	27664.39	28162.28	28672.48	29306.48						
	B	937.92	958.96	979.92	1022	1064.08	1083.2	1102.8	1130.32						
	M	11,724	11,987	12,249	12,775	13,301	13.54	13,785	14,129						
17	A	24874.01	25440.31	26012.05	27144.6	28282.66	28865.54	29323.58	30060.83						
	B	956.72	978.48	1000.48	1044.88	1087.84	1108	1127.84	1156.24						
	M	11,959	12,231	12,506	13,051	13,598	13.85	14,098	14,453						
18	A	25363.71	25949.14	26541.41	27684.9	28839.53	29442.56	29984.24	30729.7						
	B	975.52	998.88	1020.88	1064.8	1111.52	1132.4	1153.28	1181.92						
	M	12,194	12,476	12,761	13.31	13,894	14,155	14,416	14,774						

CITY OF FLINT COMPENSATION SCHEDULE  
 (6-24-90 RATES PLUS 4.5%)  
 LOCAL 1799

PERSONNEL OFFICE  
 06-23-91

OCCUPATIONAL LEVEL	BASE	1st 6 Months		2nd Year		3rd Year		4th Year		11th thru 15th Year		16th thru 20th Year		21st Year and Over	
		1st 6 Months	2nd 6 Months	2nd Year	3rd Year	4th Year	11th thru 15th Year	16th thru 20th Year	21st Year and Over						
19	A	26094.31	27503	28117.15	29346.03	30569.66	31115.43	31691.28	32461.37						
	B	1034.4	1057.04	1001.44	1120.72	1175.76	1196.8	1210.96	1240.56						
	N	12.99	13.223	13.518	14.109	14.697	14.96	15.237	15.607						
20	A	27511.10	29140.6	29700.53	30053.55	31330.4	31875.94	32495.66	33277.96						
	B	1050.16	1002.64	1106.96	1156.32	1205.36	1226	1249.04	1279.92						
	N	13.227	13.533	13.837	14.454	15.067	15.325	15.623	15.999						
21	A	20203.32	20060.07	20620.74	30051.44	32102.32	32769.13	33391.49	34141.00						
	B	1004.0	1110.32	1135.76	1106.64	1237.84	1260.4	1284.32	1313.12						
	N	13.56	13.079	14.197	14.033	15.473	15.755	16.054	16.414						
22	A	20005.06	29502.00	30271.40	31651.61	33027.66	33670.65	34316.17	35005.55						
	B	1111.04	1137.04	1164.32	1217.44	1270.32	1295.04	1319.92	1346.4						
	N	13.000	14.223	14.554	15.210	15.879	16.100	16.499	16.83						
22A	A	30021.17	30766.63	31533.99	33040.17	34567.05	35261.33	35990.60	36723.55						
	B	1154.72	1103.36	1212.00	1271.12	1329.6	1356.24	1384.56	1412.40						
	N	14.434	14.792	15.161	15.809	16.62	16.953	17.307	17.656						
22B	A	31600.34	32316.4	33166.22	34940.11	36060.32	37697.43	38527.7	39267.69						
	B	1210.32	1242.96	1275.20	1344.16	1417.76	1449.92	1481.84	1510.32						
	N	15.129	15.637	15.941	16.802	17.722	18.124	18.523	18.879						
23	A	32724.01	33015.64	34923.47	37110.65	39316.59	40260.96	41210.02	41950.24						
	B	1250.64	1300.64	1393.20	1427.36	1512.16	1540.8	1585.04	1613.04						
	N	16.733	16.250	16.791	17.042	18.902	19.36	19.013	20.173						
24	A	33799.12	34445.35	36000.06	38367.63	40650.79	41625.04	42624.37	43295.96						
	B	1300	1344.00	1390.00	1475.60	1563.04	1601.04	1639.44	1665.20						
	N	16.25	16.001	17.351	18.446	19.548	20.013	20.493	20.816						
25	A	34092.01	36075.19	37261.09	39631.54	42012.94	42902.74	44027.75	44613.10						
	B	1342	1307.52	1433.12	1524.32	1615.92	1653.2	1693.44	1715.92						
	N	16.775	17.344	17.914	19.054	20.199	20.665	21.160	21.449						

CITY OF FLINT COMPENSATION SCHEDULE  
 (6-24-90 RATES PLUS 4.5%)  
 LOCAL 799

PERSONNEL OFFICE  
 06-23-91

OCCUPATIONAL LEVEL	BASE	1st 6 Months	2nd 6 Months	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	8th Year	9th Year	10th Year	11th Year	12th Year	13th Year	14th Year	15th Year	16th Year	17th Year	18th Year	19th Year	20th Year	21st Year and Over	
26	A	36057.41	37295.3	38527.7	41000.95	43400.61	44407.35	45526.9	46080.06															
	B	3306.00	3434.40	3481.04	3572.20	3672.4	3711.12	3751.04	3772.4															
	M	17.336	17.931	18.523	19.716	20.905	21.989	21.000	21.155															
27	A	37224.17	38504.47	39799.70	42371.31	44945.50	45970.29	47099.92	47550.14															
	B	3431.76	3480.96	3530.0	3629.60	3728.72	3768.4	3811.6	3829.2															
	M	17.097	18.512	19.135	20.371	21.609	22.105	22.645	22.065															
28	A	38507.10	39817.67	41139.61	43864.97	46544.56	47629.26	48775.49	49142.09															
	B	3481.04	3532.64	3584.4	3687.12	3790.24	3831.92	3876	3890.00															
	M	10.513	19.150	19.805	21.009	22.370	22.899	23.46	23.626															
29	A	3967.99	41139.00	42581.96	45361.41	48143.56	49276.12	50445.62	50716.46															
	B	1631.12	1584.64	1637.76	1744.72	1851.60	1895.20	1940.24	1950.64															
	M	19.139	19.800	20.472	21.809	23.146	23.691	24.253	24.302															
30	A	41230.74	42684.55	44129.53	47020.79	49931.32	51117.23	52371.53	52500.3															
	B	1586.16	1641.76	1697.12	1800.8	1920.40	1966.00	2014.32	2019.6															
	M	19.827	20.522	21.214	22.61	24.006	24.576	25.179	25.245															
31	A	42607.27	44191.89	45789.35	48707.09	51720.44	52905.60	54294.72	54294.72															
	B	1641.84	1699.76	1767.84	1873.36	1989.28	2037.92	2080.32	2080.32															
	M	20.523	21.247	21.973	23.417	24.866	25.474	26.104	26.104															
32	A	44315	45893.40	47461.03	50613.87	53765.95	55005.39	56309.5	56309.5															
	B	1704.40	1765.2	1825.44	1946.72	2067.92	2118.72	2165.76	2165.76															
	M	21.305	22.065	22.810	24.334	25.849	26.404	27.072	27.072															
33	A	45970.29	47616.95	49259.71	52531.56	55817.1	57179.45	58340.74	58340.74															
	B	1760.4	1831.44	1894.64	2020.40	2146.00	2199.20	2243.92	2243.92															
	M	22.105	22.893	23.683	25.256	26.836	27.491	28.049	28.049															

CITY OF FLINT COMPENSATION SCHEDULE  
 (6-24-90 RATES PLUS 4.5%)  
 LOCAL 1799

PERSONNEL OFFICE  
 06-23-91

OCCUPATIONAL LEVEL	BASE	1st 6 Months		2nd 6 Months		2nd Year		3rd Year		4th Year		11th thru 15th Year		16th thru 20th Year		21st Year and Over	
		1st 6 Months	2nd 6 Months	Year	Year	Year	Year	Year	11th Year	15th Year	16th Year	20th Year	21st Year and Over				
34	A	40061.40	49799.07	51529.40	55000.5	50462.47	59997.94	60950.70	60950.70	63503.65	63503.65	63503.65	63503.65	63503.65	63503.65	63503.65	63503.65
	B	1000.56	1914.96	1981.68	2115.44	2240.56	2303.76	2344.64	2344.64	2405.52	2405.52	2405.52	2405.52	2405.52	2405.52	2405.52	2405.52
	N	23.107	23.937	24.771	26.443	28.107	28.797	29.308	29.308	30.102	30.102	30.102	30.102	30.102	30.102	30.102	30.102
35	A	50155.64	51976.23	53796.81	57453.03	61106.5	62611.12	63503.65	63503.65	63503.65	63503.65	63503.65	63503.65	63503.65	63503.65	63503.65	63503.65
	B	1929.12	1999.12	2069.12	2209.76	2350.32	2400.16	2405.52	2405.52	2405.52	2405.52	2405.52	2405.52	2405.52	2405.52	2405.52	2405.52
	N	24.114	24.909	25.064	27.622	29.979	30.102	30.569	30.569	30.569	30.569	30.569	30.569	30.569	30.569	30.569	30.569
36	A	52092.65	54029.53	56770.40	60645.53	64523.36	66130.65	67029.22	67029.22	67029.22	67029.22	67029.22	67029.22	67029.22	67029.22	67029.22	67029.22
	B	2034.4	2100.00	2189.52	2332.56	2481.60	2543.62	2578.00	2578.00	2578.00	2578.00	2578.00	2578.00	2578.00	2578.00	2578.00	2578.00
	N	25.43	26.361	27.294	29.157	31.021	31.794	32.226	32.226	32.226	32.226	32.226	32.226	32.226	32.226	32.226	32.226
37	A	55646.14	57695.12	59746.00	63062.67	67960.91	69666.4	70400.24	70400.24	70400.24	70400.24	70400.24	70400.24	70400.24	70400.24	70400.24	70400.24
	B	2140.24	2219.04	2290	2456.32	2614.24	2679.62	2710.0	2710.0	2710.0	2710.0	2710.0	2710.0	2710.0	2710.0	2710.0	2710.0
	N	26.753	27.730	28.725	30.704	32.670	33.494	33.805	33.805	33.805	33.805	33.805	33.805	33.805	33.805	33.805	33.805
38	A	58082.05	60766.34	62929.03	67274.06	71612.02	73014.25	74120.27	74120.27	74120.27	74120.27	74120.27	74120.27	74120.27	74120.27	74120.27	74120.27
	B	2253.20	2336.00	2420.40	2507.52	2754.4	2823.60	2851.12	2851.12	2851.12	2851.12	2851.12	2851.12	2851.12	2851.12	2851.12	2851.12
	N	20.166	20.211	20.256	32.344	34.43	35.296	35.639	35.639	35.639	35.639	35.639	35.639	35.639	35.639	35.639	35.639
39	A	61530.53	63009.35	66099.09	70679.94	75260.04	77150	77774.91	77774.91	77774.91	77774.91	77774.91	77774.91	77774.91	77774.91	77774.91	77774.91
	B	2366.56	2454.24	2542.32	2710.40	2894.64	2967.60	2991.36	2991.36	2991.36	2991.36	2991.36	2991.36	2991.36	2991.36	2991.36	2991.36
	N	29.502	30.670	31.779	33.901	36.103	37.096	37.392	37.392	37.392	37.392	37.392	37.392	37.392	37.392	37.392	37.392
40	A	64457.69	66076.02	69277.93	74099.52	78912.93	80099.01	81025.64	81025.64	81025.64	81025.64	81025.64	81025.64	81025.64	81025.64	81025.64	81025.64
	B	2479.2	2572.16	2664.56	2850	3035.12	3111.62	3131.76	3131.76	3131.76	3131.76	3131.76	3131.76	3131.76	3131.76	3131.76	3131.76
	N	30.99	32.152	33.307	35.625	37.939	38.094	39.147	39.147	39.147	39.147	39.147	39.147	39.147	39.147	39.147	39.147

(ITT If nilt CimiSftTIH SCREME  
(i-24-91 IATES PUS LSI)  
IICU 1799

MISIII1 IFFKE  
M-23-91

IRTEim I TEIMMRT

ICCIM- TI8MI UVet	lift	lit I liRtbi	2H ( liRthi	M Ttir
12	1	7.SH	7.712	7.IS7
IS	1	7.713	7.17\$	t.43i
14	1	7.171	1.147	1.211
IS	1	1.142	1.211	1.355
11	1	1.217	1.391	1.S7S
u	1	1.372	1.SS2	1.7SS
11	1	t.SSC	1.734	1.933
19	1	MSI	9.2S7	9.4(3
21	1	9.2S9	9.474	9.CM
21	1	9.492	9.711	9.931
22	1	9.722	9.9S7	11.111
221	1	11.114	11.35\$	11.ft!
221	1	11.S91	11.171	11.15)
23	1	11.914	11.311	11.714
21	1	11.371	U.7S1	12.141
21	1	11.743	12.141	12.54

EM 8-9-1 Wage  
A-10



