

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



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ARTICLE 1
PREAMBLE

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

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

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

ARTICLE 2
RECOGNITION

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

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

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

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

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

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

ARTICLE 3
AGENCY SHOP

Section 1.

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

Section 2.

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

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

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

ARTICLE 4
CHECK-OFF/DUES DEDUCTIONS

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

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

ARTICLE 5
UNION BUSINESS

Section 1 - UNION OFFICERS.

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

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

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

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

Section 2 - UNION STEWARDS

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

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

Section 3 - BARGAINING TEAM.

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

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

Section 4 - MEETINGS AND CONFERENCES.

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

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

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

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

Section 5 - POLITICAL ACTIVITY.

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

Section 6 - RELEASED TIME.

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

ARTICLE 6
DEFINITIONS

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

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

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

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

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

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

Normal Work Week is defined in Article 10.

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

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

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

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

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

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

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

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

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

ARTICLE 7 PART-TIME EMPLOYEES

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

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APPENDIX D - Fitness for Duty

ARTICLE 1
PREAMBLE

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

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ARTICLE 2
RECOGNITION

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

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

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

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

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

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

ARTICLE 3
AGENCY SHOP

Section 1.

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

Section 2.

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

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

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

ARTICLE 4
CHECK-OFF/DUES DEDUCTIONS

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

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

ARTICLE 5
UNION BUSINESS

Section 1 - UNION OFFICERS.

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

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

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

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

Section 2 - UNION STEWARDS

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

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

Section 3 - BARGAINING TEAM.

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

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

Section 4 - MEETINGS AND CONFERENCES.

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

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

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

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

Section 5 - POLITICAL ACTIVITY.

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

Section 6 - RELEASED TIME.

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

ARTICLE 6
DEFINITIONS

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

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

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

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

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

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

Normal Work Week is defined in Article 10.

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

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

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

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

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

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

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

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

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

ARTICLE 7 PART-TIME EMPLOYEES

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