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**EMERGENCY MANAGER  
CITY OF FLINT  
GENESEE COUNTY MICHIGAN**

**ORDER No. 31**

**ACCEPTANCE AND IMPOSITION OF COLLECTIVE  
BARGAINING AGREEMENT WITH THE  
INTERNATIONAL ASSOCIATION OF FIRE-FIGHTERS, LOCAL 352**

BY THE POWER AND AUTHORITY VESTED IN THE EMERGENCY MANAGER (“EMERGENCY MANAGER”) FOR THE CITY OF FLINT, MICHIGAN (“CITY”) PURSUANT TO MICHIGAN'S PUBLIC ACT 436 OF 2012, LOCAL FINANCIAL STABILITY AND CHOICE ACT, (“PA 436”); DARNELL EARLEY, THE EMERGENCY MANAGER, ISSUES THE FOLLOWING ORDER:

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Pursuant to PA 436, the Emergency Manager has broad powers in receivership to rectify the financial emergency and to assure the fiscal accountability of the City and its capacity to provide or cause to be provided necessary services essential to the public health, safety and welfare; and

Pursuant to PA 436, the Emergency Manager acts in place of local officials, specifically the Mayor and City Council, unless the Emergency Manager delegates specific authority; and

Pursuant to PA 436, Section 12(1)(g), the Emergency Manager may make, approve, or disapprove any appropriation, contract, expenditure, or loan, the creation of any new position, or the filling of any vacancy in a position by any appointing authority; and

Pursuant to PA 436, Section 12(1)(k), subject to Section 19, after meeting and conferring with the appropriate bargaining representative and, if in the Emergency Manager’s sole discretion and judgment, a prompt and satisfactory resolution is unlikely to be obtained, reject, modify, or

terminate one or more terms and conditions of an existing collective bargaining agreement. The rejection, modification, or termination of one or more terms and conditions of an existing collective bargaining agreement under this subdivision is a legitimate exercise of the state's sovereign powers if the Emergency Manager and the State Treasurer determine that all of the following conditions are satisfied...; (l) Act as sole agent of the local government in collective bargaining with employees or representatives and approve any contract or agreement; (ee) Take any other action or exercise any power or authority of any officer, employee, department, board, commission, or other similar entity of the local government, whether elected or appointed, relating to the operation of the local government. The power of the Emergency Manager shall be superior to and supersede the power of any of the foregoing officers or entities; and

The City and the International Association of Fire-Fighters, Local 352 ("IAFF, Local 352") engaged in good faith collective bargaining; however, negotiations were unsuccessful; and

On January 7, 2015, I requested that the State Treasurer concur in my determination under Section 12(1)k of PA 436 to allow the imposition of the required changes to the Collective Bargaining Agreement between the City of Flint and the IAFF, Local 352; and

On January 9, 2015, the State Treasurer concurred with my determination and agreed that the conditions of Section 19 of PA 436 relative to the involvement of the Flint City Council have been satisfied.

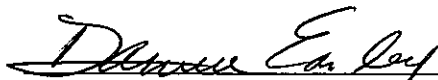
The Emergency Manager hereby accepts and imposes the terms and conditions of the parties' Agreement attached hereto between the City of Flint and the IAFF, Local 352, dated from the adoption date of this Order through June 30, 2016.

**IT IS HEREBY ORDERED:**

That the Human Resources Director shall immediately implement the contract changes set forth in the Collective Bargaining Agreement between the City of Flint and the IAFF, Local 352.

This Order may be amended, modified, repealed or terminated by any subsequent Order issued by the Emergency Manager.

Dated: 1-12-2015

By:   
Darnell Earley, ICMA-CM, MPA  
Emergency Manager  
City of Flint

xc: State of Michigan Department of Treasury  
Mayor Dayne Walling  
Flint City Council  
Inez Brown, City Clerk

AGREEMENT  
BETWEEN  
CITY OF FLINT  
AND  
THE FLINT FIRE FIGHTERS UNION, LOCAL 352  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (AFL-CIO)  
January 12, 2015 Through June 30, 2016

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ARTICLE 1  
PREAMBLE

THIS AGREEMENT is entered into on this \_\_ day of \_\_\_\_, \_\_\_\_, 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" or "Employee".

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 and 911 Departments, hereinafter referred to as Employees, excluding elected officials, appointed officials, confidential employees as recognized by MERC, interim/temporary employees, Assistant Chief, volunteers and other certified bargaining unit Employees.

Section 2. Probationary Employee Representation. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. However, the Union shall not represent probationary employees who have been terminated as an unsatisfactory probationary employee, disciplined or discharged.

Section 3. Deleted Classifications. The EMS Supervisor classification will be eliminated. Any employees in the classification eliminated will exercise bumping rights as provided by the contract.

Section 4. New Classifications, Reclassifications, Reallocations. The City shall have the exclusive right to establish new classifications, to reclassify existing classifications and to reallocate wage rates to classifications.

- a. The job duties of the Battalion Chief classification will be merged into the Captain classification and retitled to District Commander.
- b. The job duties of the Fire Marshal classification will be merged with the Fire Prevention Lieutenant/Inspector classification.

When such changes are made, the Union will be provided a copy of the new/revised position description and the established rate of pay at least five (5) work days prior to implementation. Upon request of the Union a meeting shall be held (either before or after implementation) to allow the Union the opportunity to meet and confer with the Human Resources/Labor Relations Director or their designee as to the wage rate of such classification, but not to the duties. However, any delay in the implementation will be at the sole prerogative of the Employer.

If there is no agreement upon the rate of pay, the matter as to the appropriate pay rate may be referred to Step 3 of the Grievance Procedure. If arbitrated, the Arbitrators only authority is to determine if the Employer's decision was not reasonable. If such is the case, the Arbitrator will refer the grievance back to Step 3 for further review.



ARTICLE 3  
MANAGEMENT RIGHTS AND RESPONSIBILITIES

The City has the right to transfer, assign or reassign employees to different positions and assignments, including special assignments within the bargaining unit, regardless of seniority or date of hire.

During the financial emergency (which includes the duration of a duly appointed Transition Advisory Board pursuant to 2012 PA 436), if the City should desire to reduce or share services (i.e. intergovernmental agreement/authority) currently performed by members of the bargaining unit, it shall provide the Union 30 days advanced notice of its plan and the anticipated cost savings associated with the plan and will meet and confer with the Union during the 30-day period regarding the decision and its impact. This provision shall not obligate the City to negotiate over either the decision or impact of the proposed plan to augment, reduce, or share services currently performed by members of the bargaining unit.

The Union recognizes that, except as specifically limited or abrogated the terms and provisions of this agreement and in addition to the reservation of management rights above, all rights to manage, direct and supervise the operations of the City and the Employees are vested solely and exclusively in the City, including but not limited to the right to outsource bargaining unit work, to hire new employees and direct the working force, to discipline, suspend, discharge for cause, transfer or lay off employees, require employees to observe City and departmental rules and regulations, to decide the services to be provided to the public, the type and location of work assignments, schedules of work and the methods, process and procedures by which such work is performed.

ARTICLE 4  
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.

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 Office of the Chief, 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 Office of the Chief 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 5  
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 days of City seniority 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 6  
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 Human Resources/ Labor Relations Director. The Human Resources/ Labor Relations Director shall be promptly notified in writing of any changes occurring during the term of this agreement.

Section 2 – UNION PRESIDENT.

The Union President will be assigned to a shift as scheduled by the Fire Chief regardless of seniority and may be released from his/her job function with pay for a maximum of sixteen (16) hours every week. This release time is for the purpose of allowing the Union President to participate at MERC hearings, grievance hearings, and perform other related lawful representational duties as required. Such release shall be upon timely written request to and approval by the Fire Chief, or designee. Unused release time may not be carried over or accumulated for subsequent periods. Approval of such requests shall not be unreasonably withheld.

The President will be required to report all absences in the same manner as all other fire fighters and to wear a fire uniform while being paid by the City.

Section 3 - 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 Human Resources/ Labor Relations Director. Such notice shall identify the shift and/or area of representation. The Human Resources/ Labor Relations Director shall be promptly notified in writing of any changes occurring during the term of this agreement.

No more than one (1) Steward 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 4 - BARGAINING TEAM.

The Unions total bargaining team will not consist of more than five (5) employees, including legal representation, unless agreed otherwise by the Human Resources/Labor Relations Director.

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 Human Resources/ Labor Relations Director 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.

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 this Article will be recorded on a form provided by the Department.

ARTICLE 7  
DEFINITIONS

Regular Employee shall mean a permanent 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),
- 80 hours (continuous operation employee),
- or an average of 100.8 hours (50.4 hour per week employees),

per payroll period.

Normal Work Shift shall mean,

- for employees who work an average of 50.4 hours per week, twenty-four consecutive hours;
- for employees who work eighty (80) hours per pay period in continuous operations, eight (8) or twelve (12) consecutive hours;
- and for employees who work 40 hours per week in other than continuous operations, eight (8) consecutive hours excluding a meal break;

and shall have a starting and quitting time.

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.

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

ARTICLE 8  
PART-TIME EMPLOYEES

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.

The City shall have the right to utilize part-time and/or reserve personnel to augment the work force. The part-time personnel shall be adequately trained (as determined by the City) before they are assigned.

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.

Part-time Employees who become regular, full-time Employees in the same classification will be placed in that step of the compensation schedule to which their city seniority earned as part-time Employees shall entitle them, and they shall receive full credit for all such city seniority in determining future rate increases and fringe benefits as a regular full-time Employee.

ARTICLE 9  
INTERIM/TEMPORARY EMPLOYEES

Interim/temporary Employees shall mean an Employee who is employed for a short period of time to perform emergency or extra work or to fill a temporary vacancy created by the absence of a regular employee or is employed with the intention that his/her employment will be for a specific period or project with the probability of being laid off at the end of the period or project.

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

ARTICLE 10  
AUTHORIZED PAYROLL DEDUCTIONS

Section 1.

The Employer shall withhold from wages federal, state, or local employment taxes, other deductions expressly permitted by law, and any deductions as provided by the Contract, such as, but not limited to, health insurance premiums, health saving account payments and retirement contributions, without obtaining the Employee's written consent. During the term of this Agreement, the Employer will withhold Union dues from any Employee who so authorizes in writing.

Section 2.

An Employee receiving an overpayment or underpayment of wages will immediately notify the Employer of that overpayment or underpayment. The Employer may recover overpayments of wages or fringe benefits as provided by Michigan law.

ARTICLE 11  
WORK WEEK

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

A normal work week, except as otherwise provided in this Agreement, is defined as being 40 hours in a calendar week.

When operations may require, Employees may work a variable work week with a maximum of eight (8) hours in any work day exclusive of lunch periods.

Section 2. 911 CENTER

Employees engaged in a continuous operation shall be scheduled on a work shift consisting of eight (8) or twelve (12) consecutive hours inclusive of a lunch period.

Section 3. 50.4 HOUR EMPLOYEES.

For members of the Division of Fire engaged in fire suppression, the normal work day shall be 24 hours and the normal work week shall be an average of 50.4 hours per week.

Section 4. OTHER SCHEDULES

At the discretion of the City, the work schedules may be modified as determined by the City provided the work schedules are in conformance with the Fair Labor Standards Act (FLSA). This

includes elimination of Kelly Days. The specific details of such schedules to be determined in the sole discretion of the City.

ARTICLE 12  
CHANGE IN WORK SCHEDULES.

Under normal conditions, no permanent change in work schedules will be effectuated without prior notice to the Union of at least three (3) calendar days.

ARTICLE 13  
911 CENTER SHIFT PREFERENCE

The selection of shift assignments within the 911 Center shall be based upon Classification seniority. If Classification seniority is the same shift assignment shall be based on Departmental seniority. The shift preference shall be exercised only during the month of January, and only after written notice from the employee of his/her desire to exercise shift preference shall have been provided to the appropriate supervisor at least thirty (30) days in advance of January 1. The shift preference changes shall take effect to coincide with a pay period. Shift preference may also be exercised in the event of a permanent vacancy, by written notice, without regard to the 30-day notice.

ARTICLE 14  
SPECIAL ASSIGNMENTS.

The City reserves the right to temporarily place an employee on a work schedule different than the normal schedule, when such an employee is assigned to perform a special assignment.

ARTICLE 15  
KELLY DAYS/WORK IN PLACE DAYS (WP)

KELLY DAYS

If Kelly Days are provided they will be provided for Employees working a 50.4 hour schedule.

- Section 1. (a) All Kelly Day trades shall be allowed between personnel within the shift and in the following classification:
1. District Commander
  2. Lieutenants and Sergeants



3. Apparatus Operators (1<sup>st</sup> and 2<sup>nd</sup> Drivers) and Fire Fighters

- (b) Daily personnel adjustments to accommodate Kelly Day trades will be at the discretion of the Fire Chief or designee.
- (c) The responsibility of keeping records of Kelly Day trades must be filed with the Chief's Office.
- (d) In case of unauthorized absence, the person responsible to work on a given day shall lose an equal amount of pay for that period of time.
- (e) Kelly Day Trades of twelve (12) or (24) hours will be allowed.
- (f) Kelly Day trades will not be counted as work in place (WP) of Days.
- (g) Kelly Day trades that are to be repaid must be repaid within a six (6) month period.
- (i) Kelly Day trades that necessitate overtime will not be allowed.

WORK IN PLACE DAYS (WP)

Work in Place Days may only be used with prior request and permission granted as addressed below.

Employees in the Suppression Division shall be allowed to exercise time trades with pay (WP) on the day they are scheduled to work provided that said time is traded with an employee possessing the skills required by the department on that day of the originally scheduled employee.

1. WP's will be allowed by officers and non-officers / Supervision and non- supervision.
  - A. Officers will only be allowed to trade with officers.
  - B. Non officers will only be allowed to trade with non-officers.
2. Such request shall be given final approval not later than 72 calendar hours preceding the requested trade time, unless approved by the officer in charge.
  - A. Trades of 6 hours or less will be approved at the discretion of the station officer.
  - B. Trades in excess of 6 hours require WP papers to be filed with the shift supervisor.

WP under this section can be discontinued by the Chief by giving notice in writing to the Union president.

Where there is an appearance of abuse, an employee's privilege to WP will be suspended at the discretion of the Chief.

ARTICLE 16  
SALARIES AND WAGES

Section 1. COMPENSATION SCHEDULE - GENERAL.

The salaries and wages to be paid under this Agreement shall reflect the following as shown on compensation schedule Appendix B

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

(a) 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 first full pay period following the change.

(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 at the beginning of the first full pay period following the change.

ARTICLE 17  
OVERTIME RATE

Non fire suppression employees and 911 employees who actually work in excess of forty (40) hours in any work week shall be paid overtime premium pay at the rate of one and one-half (1½) times their basic rate of compensation for those excess hours worked.

All hours actually worked in excess of 212 in a 28 day work period for fire suppression employees, shall be paid overtime premium pay at the rate of one and one-half (1½) times their basic rate of compensation for those excess hours worked.

For purposes of computing overtime hours, time spent on leave with pay (such as, but not limited to, PTO, Holidays, Bereavement, Kelly days) shall not be counted as time worked.

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

ARTICLE 18  
OVERTIME EQUALIZATION

The Office of the Chief or his designee will make a reasonable effort to equally distribute overtime to all eligible Employees. In no event will any pay result over any claim arising out of this Article.

ARTICLE 19  
EMERGENCY HOLDOVER OVERTIME/CALL BACK.

Section 1. EMERGENCY HOLDOVER

In an emergency situation, wherein Employees are held over from their regular shift, those Employees required to work emergency unscheduled holdover shall be held over by classification, and those Employees having the highest classification seniority shall be given the first opportunity to remain on duty. Personnel requirements at a particular station shall be filled from employees assigned to that station. The Employer shall have the right to hold any officers necessary for emergency holdover on the basis of classification seniority. The officers having highest classification seniority shall be given the first opportunity to remain on duty.

Section 2. EMERGENCY CALL-BACK.

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

ARTICLE 20  
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. 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/ her 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. Department Employees required to appear on a regular day off shall be paid (at time and one-half (1 1/2) his normal rate of pay for a minimum of two (2) hours).

Time spent, whether on or off duty, in any proceeding of the Employee against the City or as a witness of any employee against the City is not considered Court time under this article and will

not be compensated.

ARTICLE 21  
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 PTO time 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 22  
SUSPENSION OF SERVICES

If the City's Chief Executive suspends services due to weather or other emergency, Employees who work will receive payment for actual hours worked, and Employees who are excused from work due to the emergency may use PTO time, if available, or approved unpaid time off to cover time not worked.

ARTICLE 23  
HOLIDAYS

Section 1. HOLIDAY OBSERVANCES.

The following days shall be designated as holidays:

New Year's Day  
Martin Luther King Day  
Memorial Day  
Independence Day

Labor Day  
 Thanksgiving Day  
 Christmas Eve  
 Christmas Day  
 New Years Eve

All Employees shall receive eight (8) hours of pay at straight time for the nine (9) recognized holidays. The pay for each holiday shall be in the Employees' next regular pay check. Employees who work a recognized holiday shall also be compensated for the hours worked.

An Employee must work the Employee's scheduled hours on the Employee's last scheduled day before the holiday and the Employee's first scheduled day after the holiday, or be on an authorized leave prior approved day off in order to receive holiday pay.

ARTICLE 24  
PAID TIME OFF (PTO)

Effective within thirty (30) calendar days of the 2014 contract being approved/imposed, all current categories of time off including vacation/annual, personal/sick time, as well as health, maternity leave and FMLA, not covered by the disability insurance program in Section 7 below, will be classified as Paid Time Off (PTO).

All current bargaining unit Employees shall have their current accumulated annual and sick bank as of that date converted to PTO time. Up to 250 hours of converted PTO time will be placed in the employee's Maximum Accumulation Hours bank. PTO time in excess of 250 hours of the maximum accumulations at the time of conversion will be placed in a holding bank and paid out at retirement, death, termination of employment (including discharge upon exhausting any appeals) at the rate of 100% of the Employees straight time hourly rate prior to any wage step increases that may be provided in the 2014 contract. Such payment shall not be included as final average compensation for the purpose of computing retirement benefits.

Section 1. ACCRUAL OF PTO TIME

PTO Time shall be computed and accrued on the basis of each payroll period that a 40 hour Employee has at least 72 hours of straight time pay and that a 50.4 hour Employee has at least 98.8 hours of straight time pay. If a 40 hour Employee has forty (40) hours of straight time pay in a payroll period, but less than 72 hours, the Employee shall accrue ½ the amount shown in the schedule below.

If a 50.4 hour Employee has more than 88.4 hours of straight time pay in a payroll period, but less than 98.8 hours, the Employee shall accrue ½ the amount shown in the schedule below. PTO

time shall be based on City seniority (as defined in this Agreement) uninterrupted by resignation or discharge.

PTO shall be accrued on the following basis.

(40) Hour Employee

<b>Years of City Seniority</b>	<b>Maximum Hours Accrued Per Payroll Period</b>	<b>Maximum Accumulated Hours</b>
Less than 2	3.07	378
2 thru 10	4.61	378
11 thru 15	6.15	378
16 thru 19	7.69	378
20 and Over	9.23	378

(50.4) Hour Employee

<b>Years of City Seniority</b>	<b>Maximum Hours Accrued Per Payroll Period</b>	<b>Maximum Accumulated Hours</b>
Less than 2	3.87	378
2 thru 10	5.81	378
11 thru 15	7.75	378
16 thru 19	9.69	378
20 and Over	11.63	378

PTO time may be cumulative but not to exceed the maximums set forth above and any excess shall be forfeited.

Section 2. GENERAL

Accumulation of PTO time shall begin at the date of employment, but may not be used until an Employee shall have worked six (6) months. Employees terminating within the first six months shall forfeit any right to payment for said accumulated time. Provided however, that in the case of Employees who are involuntarily called into the Armed Forces of the United States, such Employees

shall receive allowance for annual leave computed under the terms hereof from date of employment for the term of said involuntary tour of duty, without regard to whether said Employees have worked less or more than six (6) months.

PTO time is not available to interim/temporary, emergency or Employees whose services are contracted for by the Fire Division by separate contract.

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

Charges against accumulated PTO 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.

PTO will not be paid while an Employee is receiving Disability Insurance as provided in Section 7.

Section 3 – PTO PAYOUT ON TERMINATION OF EMPLOYMENT, RETIREMENT, DEATH.

Termination of Employment other than Retirement or Death

Upon termination of employment (including at time of layoff and discharge upon exhausting any appeals), an Employee shall be compensated for his accrued PTO time at the time the employment is terminated (including discharge upon exhausting any appeals), the Employee is laid off at the rate of 100% of the Employees' straight time hourly rate.

Such payment shall be made within sixty (60) days after the Employee retires/terminates employment/laid off and such payment shall not be included as final average compensation for the purpose of computing retirement benefits.

Retirement.

PTO time shall be paid after the Employee retires (within 60 days) and shall not be included as part of the Employee's final average compensation for the purpose of computing retirement benefits, except as otherwise provided in Article 44 - Retirement.

Death

In the event of the Employee's death, unused accumulated PTO time shall be paid to the Employee's living beneficiary at the rate of 100% of the Employees' straight time hourly rate. Said payment shall be made to the spouse, children, father, mother, sister, or brothers 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.

#### Section - 4 SCHEDULED PTO TIME.

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

#### SCHEDULED PTO FOR 911 CENTER.

First scheduled PTO picks chosen are to be a minimum of eight (8) hours and a maximum of eighty (80) hours. The employee's first scheduled PTO pick cannot be canceled unless approved by the Senior Supervisor or the 911 Administrator. Picks will be done by department seniority within job classification.

One Dispatcher or supervisor per shift will be allowed on PTO, scheduled or unscheduled. One Assistant Supervisor or Supervisor will be allowed off per day.

An employee cannot pick scheduled PTO time prior to their six (6) month departmental seniority date.

The employee must pick a full shift. Two (2) and four (4) hour requests are considered an unscheduled PTO request and may be requested the day of use if manpower permits. The manpower determination will be determined by the 911 Administrator through the use of the minimum staffing chart.

The Supervisor on duty is responsible for coordinating the scheduled PTO picks.

#### SCHEDULED PTO FOR FIRE

Scheduled PTO picks must be made between March 1 and March 15 of each year. The employee must be available to pick their scheduled PTO time at the allotted time. If the employee is called at home, they have one (1) hour to return the call or they will be passed. If the employee is available, they must pick within one (1) hour of being notified it is their pick. If they do not pick, they will be put on the bottom of the list. If the employee is not available he/she must leave scheduled PTO picks with supervisor.

Employees may pick as much scheduled PTO as they can accrue by the scheduled pick.

Scheduled PTO that is canceled will be available as a scheduled pick for that day (24 hour) only. After that day, it is considered unscheduled.



PTO time requests made less than 24 hours in advance shall be granted if manpower permits without creating any overtime. However, in cases of personal emergencies, requests may be granted regardless of the notice time available or the creation of overtime.

The Supervisor on duty is responsible for coordinating the scheduled PTO picks.

PTO shall be taken in increments of at least one (1) hour or up to the balance accumulated if the accumulated balance is a fraction of an hour, provided, however, the Chief or his designee may require that PTO be used in two (2) or four (4) hour increments for 40 hour Employees and in two (2), four (4) or six (6) hour increments for 50.4 hour Employees.

Section 5 – Unscheduled PTO Time.

Health Related Condition

An Employee shall be allowed to apply and receive PTO in the event of illness, injury or other conditions related to his health prohibiting him from effectively performing his assigned duties. Employees absent/late without just cause, are subject to discipline. The City may require an Employee to provide proof of such illness, injury, or other conditions related to the Employee's health, before granting any request for PTO.

In addition thereto, the Employee may be required by the Chief or authorized representative to be examined on City time by the City Physician to determine whether the Employee has recovered sufficiently from the condition causing such absence to return to work.

Charges against accumulated PTO 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.

Employees requesting PTO for health related reasons must request and receive approval from the Employer twenty-four (24) hours before PTO begins. If an Employee is absent and advance notice is not given, the Employer may require proof that they could not provide prior notice.

Where an Employee finds that he will be unable to report for work where prior notice was not possible, such Employee shall notify the appropriate supervisor within one (1) hour prior to the Employee's scheduled starting time

PTO shall be taken in increments of at least one (1) hour or up to the balance accumulated if the accumulation is a fraction of an hour provided, however, the Chief or his designee may require that PTO be used in two (2) or four (4) hour increments for 40 hour employees and in two (2), four (4) or six (6) hour increments for 50.4 hour employees.

Whenever an Employee is injured or becomes ill as a result of his employment with the City

and such illness or injury is found compensable, time lost as a result of such injury or illness shall not be deducted from the Employee's PTO.

Non Health Related Condition.

Employees absent/late without just cause, are subject to discipline.

Employees requesting PTO for non-health related reasons must request and receive approval from the Employer twenty-four (24) hours before PTO begins. If an Employee is absent and advance notice is not given, the Employer may require proof that the Employee could not provide prior notice.

Where an Employee finds that he will be unable to report for work where prior notice was not possible, such Employee shall notify the appropriate supervisor within one (1) hour prior to the Employee's scheduled starting time.

Section 6. Ability to Work (Excluding Disability Insurance Program).

Where a difference in opinion exists between the City's physician and the Employee's physician as to the ability of the Employee to satisfactorily perform his/her assigned duties, a third independent opinion will be obtained from a physician chosen by the Employee's doctor and the City's physician. If the third physician cannot be mutually agreed upon within five (5) working days of a written request for same, a doctor shall be chosen by Medical Evaluation Specialists or similar institution, within ten (10) working days of the written request. Failure to act within the aforementioned time limits will not invalidate the third independent doctor's decision. The cost will be shared equally between the City and the Employee. The opinion of this physician shall be final and shall not be subject to the Grievance Procedure.

The City reserves the right to require an Employee to take an involuntary leave of absence if the Employee suffers from a disability, mental or physical, as shown by medical evidence. Such requirement shall not be arbitrary or capricious. Such Employee may use available PTO.

Section 7. Disability Insurance Program.

The City will provide a short-term disability insurance program for Employees with extended absences. Such program will provide an eligible Employee (as determined by the insurance carrier/provider) with a wage continuation equivalent to sixty (60%) percent of the Employee's straight time rate to a maximum of \$1250 per week in gross pay, commencing after the fifteenth (15<sup>th</sup>) calendar day waiting period and extending for no more than Twenty-Four (24) weeks.

Eligibility for benefits under this program will be subject exclusively by the terms and conditions of the insurance carrier, and determined by the processes and policies of the insurer, which will be selected in the sole discretion of the City. Employees are bound by the terms and

conditions of the carrier which are not subject to the grievance procedure.

The City may establish administrative rules to facilitate the disability insurance program at its sole discretion.

The City may choose to utilize the benefits of both a short term and long term insurance policy, or be self-insured, in order to provide this benefit.

The City may also determine in its sole discretion to change insurance companies, or discontinue the program in its entirety should the City's cost of providing the benefit be substantially increased from the original premium.

Accumulated PTO time may be utilized at the written request of the Employee in order to receive pay during the waiting period. Employees are not eligible to receive any other pay including, but not limited to holiday pay during the waiting period.

Seniority and other benefits will not accumulate during the disability period, except for any time an Employee receives PTO pay during the waiting period.

#### Section 8. Light Duty.

The Chief may, at his/her sole discretion and without regard to seniority standing, assign disabled personnel to gainful light-duty assignments if a position is available for such work that the employee has the skills to perform and is within the employee's restrictions.

The number of available light-duty assignments, if any, is determined by the Chief.

Such light-duty assignments are temporary and intended not to last longer than six (6) months, unless extended at the discretion the Chief.

Any Employee who has sustained a non-duty injury may be displaced by an Employee that has a work related injury.

The Chief in coordination with another Department head, or their designated representatives, may at their sole discretion and without regard to seniority standing, assign disabled employees to gainful light-duty assignments outside of the Bargaining Unit if a position is available for such work that the employee has the skills to perform and is within the employees restrictions.

Employees from outside the Fire Bargaining Unit may be as assigned to light duty assignments within the Fire Bargaining Unit at the discretion of the Fire Chief if a position is available for such work that the employee has the skills to perform and is within the employees restrictions.

For any light-duty assignments within or outside the bargaining unit, the employee will continue to maintain his/her Fire/911 classification at their Fire/911 classification rate of pay but be assigned to the shift schedule as determined by the City that is necessary to perform the light-duty assignment.

The provisions of this section may be eliminated by the Fire Chief with thirty (30) calendar day notice in writing to the Union President and is not subject to the Grievance Procedure.

ARTICLE 25  
EDUCATIONAL LEAVE

An Employee with at least one (1) year of service may be granted a leave of absence without pay for a full-time educational program, full-time being as established by the institution to be attended. Written application for educational leave must be made four (4) weeks prior to the beginning of the leave requested.

The credit hours pursued must be related to Fire. The Fire Chief's decision concerning relatedness shall be final, but his decision will not be arbitrary or capricious.

An Employee on educational leave shall, at least fifteen (15) days prior to expiration or termination of said leave, notify Administration of the date on which he will be available to return to his former position. The Employee shall be returned to his former position at the beginning of the next pay period, on the basis of seniority. If a reduction in work force has occurred during the period of such leave, the Article relating to layoffs shall apply. An Employee who seeks and/or obtains employment while on educational leave of absence shall be automatically terminated from the City effective the date the educational leave of absence started, unless the Employee was specifically granted the right to employment while on educational leave.

ARTICLE 26  
BEREAVEMENT LEAVE

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

(a) When a death occurs in the immediate family, i.e. spouse, parents, step-parents, children, and step-children, the Employee will be granted bereavement leave for the first five (5) calendar days immediately following the date of death or coinciding with committal service for 50.4 hour personnel and the first five (5) work days following the date of death or coinciding with committal service for 40 hour personnel.

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

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

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

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

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

**ARTICLE 27**  
**TUITION REIMBURSEMENT PROGRAM**

**Section 1. Amount.**

The Employer will reimburse an Employee for 100% of his/her tuition expenses up to \$500 per fiscal year provided:

- a. 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 previous year's tuition reimbursement for each month or portion thereof lacking the one (1) year requirement, and
- b. The Employee satisfactorily completes each course.

Section 2. Procedure.

The Employee must submit in advance of commencing the course or courses a letter of application for tuition reimbursement to the Human Resources/Labor Relations Department. The letter of application shall list the course or courses to be taken by course title and number, a brief description of the course content, the name of the educational institution, location of the course offering dates, times and costs thereof. After completion of the courses, the Employee must submit proof that he has satisfactorily completed the course and has expended the amount of tuition submitted in the application for tuition.

Satisfactory completion is a "C" or better in under-graduate work and a "B" or better in graduate work.

Section 3. General.

The courses must be approved by the Human Resources/Labor Relations Department as being such courses as would aid the Employee in the practice and performance of the Employee's services to the Employer and would contribute to his professional growth and must be with an accredited college or university or community college.

Courses shall be taken during an educational leave of absence or on the Employee's off-duty time provided, however, that the courses may be taken during duty hours contingent upon approval of the Chief. Hours lost under these circumstances shall be made up by the Employee or may be deducted from the Employee's accrued PTO time.

ARTICLE 28  
MILITARY SERVICE

The City will follow all applicable laws regarding military service.

ARTICLE 29  
SENIORITY

Section 1. Definitions.

(a) City Seniority: The Employee's original date of hire adjusted for time not worked/paid. City seniority shall be used for determining step increases in pay and/or paid time off (PTO) accrual(s)

(b) Departmental Seniority: The date the Employee joined his current division/department adjusted for time not worked/paid.

(c) **Classification Seniority:** The date the Employee was promoted adjusted for time not worked. Classification seniority shall be used for layoffs, scheduled PTO time and shift preference where applicable.

Section 2. Computation.

Seniority shall not be credited for time not worked/paid, except under the following:

- (a) Military leave time as required by law.
- (b) Workers' compensation, for the period when an Employee is receiving benefits under the statute, up to a maximum of one (1) year

Section 3. Transfer or Promotion out of Fire Local.

An Employee who is transferred or promoted out of Fire Local shall retain seniority earned in the Fire Local but will not accumulate additional seniority within the Fire Local.

Section 4. 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 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 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) Failure to return to work from a leave caused by the employee's disability within one (1) year of the commencement of such leave or for a period of time equal to the

length of his/her seniority at the time the approved disability leave commences, whichever is less. If an Employee on a leave caused by the employee's disability returns to work but fails to remain in active employment with the Employer for at least six (6) consecutive months, the Employer will consider any subsequent period on a leave caused by the employee's disability a continuation of the original period of leave for purposes of application of this paragraph; provided that, if the Employee can demonstrate by clear and convincing evidence that a subsequent period of disability is caused by a different injury or condition, that subsequent period will not be deemed a continuation of the original period of leave for purposes of application of this paragraph.

- (8) Layoff for a continuous period equal to the length of seniority, or two (2) years, whichever is less.
- (9) The Employee fails to return on the specified date following an approved disability leave. In proper cases, exceptions may be made upon the Employee presenting convincing proof of his/her inability to return on the require date.

**ARTICLE 30**  
**LAYOFF AND RECALL**

**Section 1. PROCEDURE.**

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

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



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

Section 2. NOTICE.

The City will give five (5) calendar days written advance notice to the affected Employee of any layoff.

Section 3. RECALL.

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

ARTICLE 31  
PROVISIONAL APPOINTMENTS

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 regular employee in a position.

Section 1. PROVISIONAL APPOINTMENT TO FILL TEMPORARY VACANCY.

When a vacancy occurs and there is no eligible list in existence for the classification in which the vacancy occurs, a person who meets the minimum entrance requirements of the classification which provides a natural preparation for the higher classification may be promoted to said vacancy.

This determination will be made by the Chief as to whether or not the vacancy will be filled during the period of such absence. In the event a determination is made to fill said temporary vacancy, a provisional appointment shall be made.

Section 2. RETURN FROM PROVISIONAL APPOINTMENT

Upon termination of a provisional appointment, the employee shall be returned to his prior employment status.

Section 3. PROBATIONARY PERIOD.

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

Section 4. MANAGEMENT DECISION

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

ARTICLE 32  
DUAL CLASSIFICATIONS

Section 1. Definition

A 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.

Section 2. Compensation.

Employees who are employed in dual classification positions shall be paid at the rate which will reflect the time worked by the Employee in each classification. In no case shall an Employee performing work in the higher classification be paid less than one-half (½) hour at the higher rate.

Section 3. Leaves.

When taking PTO time, Employees who are employed in dual classification positions shall be paid at the lower rate.

ARTICLE 33  
GRIEVANCE PROCEDURE

Section 1. GENERAL.

A. Except as otherwise provided in this Agreement, the grievance procedure shall serve as the exclusive means for the settlement of a dispute arising under a specific Article and Section of this Agreement.

B. A grievance is an alleged violation of a specific Article or Section of this Agreement involving application or enforcement of that Article or Section.

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

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

E. No claim for wages shall be valid for more than thirty (30) calendar days retroactively from the date the grievance is first presented in writing at Step 2.

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

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

H. Grievances shall be submitted at Step 1 of the Grievance Procedure within ten (10) calendar days of the event giving rise to the grievance.

I. Failure of the Union to proceed with the grievance to the next following step in the grievance procedure within the time limits specified, shall be deemed withdrawn by the Union without precedent.

J. Nothing in this Grievance Procedure shall affect the rights of Veterans to a Veterans preference hearing provided that such a veteran's preference hearing shall not affect the time limits set forth in this article. If a Veterans preference hearing is elected, the Veterans preference hearing becomes the exclusive remedy

K. Grievances regarding discharges or suspensions of ten (10) or more work days shall be submitted in writing at Step 3 of the procedure within ten (10) work days of the effective date of the discharge or suspension.

## Section 2. PROCEDURE.

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

A grievance resolution at Step 1 shall be subject to written approval by the department head. The parties to the tentative settlement shall reduce to writing the facts giving rise to the grievance, the name of the involved Employee(s), the recommended final resolution of the grievance, the Article(s) of the Agreement relied upon for settlement, and the parties shall sign the written resolution. The written tentative resolution shall then be presented to the department head. The department head and the Human Resources/Labor Relations Director, or his/her designee, shall approve or disapprove the tentative grievance resolution in writing.

Failure of the department head and/or the Human Resources/Labor Relations Director to approve or disapprove the grievance resolution within fourteen (14) calendar days shall be deemed disapproval.

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

The Union President or his/her designee and the department head (and/or the department head's designee) shall meet to discuss resolution of the grievance within fifteen (15) days of its filing at the second step. The department head shall answer the grievance in writing within ten (10) days following this second step grievance meeting. Should the Union and the Chief and/or the 911 Administrator, if it involves the 911 Center, resolve the grievance, such resolution shall be subject to written approval by the Human Resources/Labor Relations Director. The written tentative resolution shall then be presented to the Director of Labor Relations or his/her designee. The Human

Resources/Labor Relations Director or his/her designee shall approve or disapprove the tentative grievance resolution.

Failure of the Human Resources/Labor Relations Director or his/her designee to approve or disapprove the grievance resolution within ten (10) days of receiving the tentative settlement shall be deemed disapproval.

Step 3. If the grievance is not resolved at Step 2, the Union President or designee shall present the grievance to the Human Resources/Labor Relations Director within ten (10) days after receipt of the answer from the department head, or, if the department head fails to submit his answer within the prescribed time limits in Step 2, within ten (10) days after the due date of the department head's answer. The grievance to the Human Resources/Labor Relations Director shall contain a copy of the original grievance, the department head's answer and any tentative resolution disapproval.

The Director of Human Resources/Labor Relations will cause grievance appeal meetings to be set up. No less than one (1) day per month will be scheduled for reviewing appealed grievances.

Grievances appealed by the first day of the month will be reviewed at that month's meeting. Two (2) representatives of the City, designated by the Director of Human Resources/Labor Relations, and two (2) representatives of the Union, designated by the Local president, will attend such meetings. The purpose of the meeting shall be to attempt to resolve the grievance or develop alternative solutions by mutual agreement.

In the event a grievance is resolved, the settlement shall be put in writing by a Labor Relations Representative and copies of the settlement shall be given to all parties no later than the next month's meeting.

If there is no accord upon the disposition of the appealed grievance, the Director of Human Resources/Labor Relations will notify the Union that the grievance is denied. Said notice shall be in writing and shall set forth the reasons for denial and shall be submitted within ten (10) work days after the meeting.

Step 4. Either party may submit the grievance to arbitration by notifying the other party in writing of the desire to arbitrate within ten (10) work days from the date the response from the Director of Human Resources/Labor Relations is due. Such notice shall be in writing and shall identify all of the provisions of the Agreement allegedly violated, shall state the issues involved, and the relief requested. Within thirty (30) calendar days of the Union's desire to arbitrate to the Human Resources/Labor Relations Director, the President of Local 352 or designee must notify the Director of Human Resources/Labor Relations in writing to request an arbitrator be selected or indicate that the grievance is being withdrawn without precedent. Failure by Local 352 to notify the Human Resources/Labor Relations Director within this thirty (30) calendar day period will result in the Employer's grievance answer being deemed acceptance of the determination made by the City on the

grievance.

Within five (5) days of receipt of the notice of arbitration, the Local 352 Labor Counsel or his/her designee and the City's Labor Council-or his/her designee shall try to mutually agree to an arbitrator. If an agreement is not reached by the parties, the services of the Federal Mediation and Conciliation Service will be utilized in the following manner: A list of at least seven (7) arbitrators will be requested from FMCS. If an arbitrator is not mutually agreed to from such list within ten (10) working days from receipt of such list, FMCS will be requested to submit a second list of at least seven (7) arbitrators. In the event an arbitrator is not mutually agreed to from such second list, the Union and the City shall alternate in striking of names from such second list until the name of only one (1) arbitrator remains, and the last remaining arbitrator shall hear the case unless either party can substantiate in detail why that arbitrator should not handle the case.

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

#### Arbitration Rules

1. Representation by Counsel. Any party may be represented at the hearing by counsel and/or by other authorized representative.
2. Inspection. Whenever the Arbitrator deems it necessary, he may make an inspection in connection with the subject matter of the dispute after written notice to the parties who may, if they so desire, be present at such inspection.
3. Award. The award shall be rendered promptly by the Arbitrator and, unless otherwise agreed by the parties, or specified by law, not later than thirty (30) days from the date of closing the hearings, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the Arbitrator.

#### Section 3. JURISDICTION AND POWER OF ARBITRATOR.

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

The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement. Nor shall the arbitrator have power to establish or modify any classification or wage plan (except as provided in Article 2 - Recognition, Section 4, or to rule on any claim arising under an insurance plan/policy or retirement plan.

The Arbitrator may, in a discipline or discharge case, modify the degree of discipline imposed by the City insofar as the Arbitrator may deem necessary for the determination of the grievance appealed to him. However, in the case of discipline imposed under the Drug/Alcohol Testing Policy

Agreement as provided in Appendix A the Arbitrator does not have the power to modify the degree of discipline imposed as specified in that appendix.

Section 4. ARBITRATION PROCEDURE.

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

Section 5. COST OF ARBITRATION.

Each party shall pay its own costs of processing grievances through the grievance and arbitration procedure. The fee of the Arbitrator, his travel expenses, and the cost of any room or facilities and the expenses of the arbitration shall be borne equally by the parties. The expense of a stenographer and/or a transcript, if any, shall be borne by the party requesting it or equally among the parties requesting if more than one party requests it. The fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring the same. Provided, however, the wages of the aggrieved Employee, and one (1) Union official who is a member of the classified service employed by the City, and witnesses who are members of the classified service, employed by the City, for time spent in arbitration, if that time is during the Employee's regularly scheduled work hours shall be paid by the City. In no event will overtime be paid for such appearances.

Section 6. FINALITY OF ARBITRATOR'S DECISION.

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

ARTICLE 34  
DISCIPLINE

Disciplinary action issued by the Employer will be for cause.

Violations of policies, rules, regulations, orders, appropriate law or ordinance, and/or Articles of this Agreement shall be regarded as cause for disciplinary action, up to and including, discharge. Discipline (suspensions or discharge) may result from an accumulation of minor infractions as well as for a single serious infraction. Verbal warnings may be given by the Employer in instances when it is determined that formal discipline is not warranted. Depending on the nature, frequency and severity of the offense, the City shall adhere to progressive discipline in order to provide the employee with an opportunity to correct offending behavior. Formal progressive discipline shall

generally include a written reprimand, suspension(s) and termination, in that order. The offense subject to discipline progression need not be identical to previous offenses, and the severity of the offense may remove it from progressive discipline altogether. Factors to consider in instituting discipline, progressive or otherwise, include but are not limited to, the severity of the offense, the frequency of offenses, whether the employee has taken responsibility and accountability for his or her actions, the time interval between offenses and the work history of the employee.

### ARTICLE 35 RULES AND REGULATIONS

As such, but not limited to, the Employer shall have the right to make and enforce reasonable written Work Rules and Regulations. The Employer shall provide the union and the Human Resources/Labor Relations Department three (3) days' written notice of the creation or revision of a Work Rule or Regulation. The union shall have the opportunity to meet and confer regarding a new or revised Work Rule or Regulation. However, any delay in implementation of Work Rules or Regulations will be at the sole prerogative of the Employer. Complaints as to the reasonableness of any new or existing Work Rule or Regulation, or any complaint involving discrimination in the application of new or existing Work Rules or Regulations shall be resolved through the grievance procedure.

### ARTICLE 36 ADDRESS AND PHONE NUMBER

#### Section 1. Change of Address.

An employee changing his place of permanent residence shall within seven (7) calendar days make such change known to his immediate supervisor and to the Human Resources/Labor Relations Department on a form provided by the City for such purposes. The employee's address as it appears on the City's records shall be conclusive when used in connection with the layoffs, recall, or other notices to employees.

#### Section 2. Telephone Numbers.

All employees shall be required to give their home phone number, cell phone number, and/or email address to their department and to the Human Resources/Labor Relations Department. An employee changing his phone number shall make such change known within seven (7) calendar days to his immediate supervisor and to the Human Resources/Labor Relations Department, on a form provided by the City for such purposes. Such phone numbers shall be held in strict confidence and will not be given out to anyone except the City Administrators without the permission of the employee. The employee's phone number as it appears on the City's records shall be conclusive when used in connection with layoffs, recalls, or other notices to employees.



ARTICLE 37  
UNIFORMS AND PROTECTIVE CLOTHING

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

The City shall provide uniforms (excluding foot ware for 911), cleaning of uniforms, and maintenance of uniforms provided funds are available each fiscal year. This amount is to be used for uniforms only, and shall not be construed so as to include protective clothing or protective devices.

Protective clothing and gear shall be issued and approved by the Office of the Chief.

ARTICLE 38  
MEDICAL FIRST RESPONDER AND EMT

As a condition of employment, all 50.4 hour employees must maintain a EMT and Medical First Responder License from the State of Michigan and the Genesee County Medical Control Board.

Any fire fighter who fails to qualify for or secure and/or maintain a license from the State of Michigan and the Genesee County Medical Control Board shall be on a leave of absence without pay or benefits for a maximum of three (3) months, or until such fire fighter is able to secure the license. Any fire fighter who secures the license during this period shall be returned to the first available position in his classification, seniority permitting. Any fire fighter who has not qualified, secured and/or maintained a Medical First Responder and EMT license shall, after expiration of the leave, be a "voluntary quit" from his position without further recourse or benefit.

The above paragraph does not preclude the City from also issuing any discipline.

Six (6) months prior to the expiration of the employee's Medical First Responder and EMT license, the employee will inform the Fire Department what required classes, if any, the employee is lacking.

ARTICLE 39  
WORKERS' COMPENSATION

Employees shall be covered by the Workers' Disability Compensation Act and applicable related state regulations.

ARTICLE 40  
INSURANCE COVERAGE

For any insurance benefit provided by this Agreement, the Employer has the right to select the carrier(s), to select the insurance policy or policies, to change carriers, and/or to become self-insured.

Each insurance benefit provided by this Agreement is subject to the terms and conditions specified in the insurance policy or policies. No claim settlement between the Employee and any such insurance carrier(s) shall 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. The failure of an insurance company to deliver any of the benefits for 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).

The Employer may determine to offer or cease offering voluntary benefit plans (e.g., AFLAC) at its discretion at any time.

This Agreement may refer to the City's obligation to pay premiums to provide certain insurance (to wit, life, hospitalization). In fact, the City is or may elect to become self-insured on some of these benefits. Therefore, it is understood that the City is obligated to provide the coverage and benefits outlined in the agreement, but that this does not require the city to pay premiums for insurance contracts as such.

ARTICLE 41  
DENTAL INSURANCE

Dental coverage shall be provided at the level and by the carrier (including self insurance) as determined by the Employer at the Employee's option. The Employee pays 50% of premium cost through payroll deduction.

If an Employee does not have sufficient funds in a paycheck, the Employee shall be obligated

to pay his or her premium share within 14 days of established due date or insurance coverage will be cancelled.

Dental coverage will be continued while an employee is on an authorized disability leave as provided in Article 24, Section 7, if the employee is otherwise eligible. The Employee shall be obligated to pay his or her premium share, within 14 days of established due date or insurance coverage will be cancelled.

ARTICLE 42  
HOSPITALIZATION INSURANCE

Section 1. Employee Health Insurance.

The Employer agrees to provide full-time Employees and their eligible spouses and dependents health coverage subject to the terms below, subject to modification as may be required by the Patient Protection and Affordable Care Act (“PPACA”) as amended beginning in 2014.

- a. The City shall not provide health care coverage for the Employee’s spouse if the spouse is eligible to receive health coverage through an Employer or former Employer of the spouse. As a condition of continued spousal health care coverage under this section, the City may require that the Employee file an affidavit each year or upon request attesting that the spouse is eligible for no other Employer-paid health coverage.
  
- b. The Employer will offer eligible Employees the following health coverage plans:
  - (i) BCBSM Community Blue PPO Plan CB 12 PPO with \$1,000/\$2,000 deductible and \$10, \$40, \$80 (30 day supply) prescription drug coverage;
  - (ii) Health Plus Plan DVDF and \$20, \$40, \$60 (30 day supply) prescription drug coverage;
  - (iii) McLaren Health Plan C6 and \$10, \$25, \$50 (30 day supply) prescription drug coverage

The Employer may offer a high deductible plan in conjunction with a health savings account (HSA) , to be offered in a special open enrollment not subject to subsection (c) below.

Employees may change their coverage elections during an open enrollment scheduled

by the Employer. Plan coverage will be subject to the coverage terms and regulations of each carrier.

- c. The Employer may, at its discretion, amend the health coverage plans offered, add new health coverage plans, or remove health coverage plans. The Employer may change the open enrollment periods for existing health coverage plans, but not more often than twice annually.
- d. The Employer reserves the right to change or discontinue the existing health insurance benefit program in response to the Patient Protection and Affordable Care Act ("PPACA"), as amended. This includes the right to respond to regulations issued under the PPACA or judicial interpretations of the PPACA. The Employer reserves the right to change or discontinue the existing health insurance benefit program in response to changes made in Medicare.
- e. The City's contribution for an Employee's health coverage, and to the health savings account (HSA), if applicable, is limited by the Michigan Publicly Funded Health Insurance Contribution Act, 2011 PA 152, to a maximum of defined amounts for single, double or family coverage contribution limits provided in Section 3 of the Michigan Publicly Funded Health Insurance Contribution Act, 2011 PA 152, as adjusted by the State Treasurer for each subsequent coverage year, or (ii) the aggregate costs based on the illustrative rates for the elected health coverage, plus contributions to the Employee's HSA, if applicable; or in the alternative, to a maximum of 80% of the annual premium amount for single, double, or family coverage. Pursuant to provisions of the state law, the Employer will select its method of setting its method and amount of the Employer's contribution on an annual basis. The Employer will annually inform its Employees of its decision and the amount of the Employer's contribution prior to open enrollment for the upcoming plan year. The Employee will pay any premium contributions that exceed the amount contributed by the Employer through payroll deduction. Contributions to the HSA will be provided in accordance with HSA regulations. If an Employee does not have sufficient funds in a paycheck, the Employee shall be obligated to pay his or her premium share within 14 days of established due date or insurance coverage will be cancelled. If PA 152 of 2011 is repealed, the Employer shall pay 80% of the annual premium.

Section 2. Future Retiree Health Coverage.

A. Current Employees, New Employees, Deferred Retirements.

- 1. Full-time Employees hired on or after April 25, 2012, are not eligible for Employer-paid retiree health care coverage. Instead, the Employer shall establish a Retiree Medical Savings Account (RMSA) or other IRS-qualifying savings plan for each affected Employee. The accounts

may be used by the Employee, their spouse, or their dependents to offset the cost of healthcare after the Employee retires or separates from service. MERS shall administer the RMSA program as described herein. The MERS Plan document, policies and procedures of MERS shall control the administration of the program.

2. For all full-time Employees hired on or after April 25, 2012, the Employer shall contribute to the Employee's RMSA \$57.70 per pay period for time worked for which the Employee has more than 40 hours of straight time pay, beginning with the date of hire. Effective the first pay period after January 1, 2014 Employees shall make a pre-tax contribution to the Employee's RMSA (through payroll deduction) of \$23.08 per pay period for time worked for which the Employee has more than 40 hours of straight time pay. Additionally, an Employee may contribute additional amounts on a post-tax basis through payroll deduction.

3. Employees shall be one hundred percent (100%) vested at all times on their own Employee contributions and investment earnings. Employees shall be vested on Employer contributions and investment earnings according to the following schedule:

<i>Completed Years of Service</i>	<i>Percent Vested</i>
1 Year	20%
2 Years	40%
3 Years	60%
4 Years	80%
5 Years	100%

4. Employer and Employee contributions to an Employee's RMSA shall cease at the time of the Employee's separation from City employment (including retirement), or as otherwise required by law. The Employee may use the RMSA for any purpose consistent with federal law and regulations.

5. An Employee who elects a deferred retirement on or after January 1, 2015 is not eligible for the retiree health care coverage.

**B. Employees Vested for Regular Retirement On or Before December 31, 2014**

1. An Employee whose rights to a non-deferred defined benefit pension vested by virtue of the Employee's age and service on or before December 31, 2014, that retires on or after January 1, 2015, may, upon retirement, elect health care benefits for the Employee, the Employee's spouse, and the Employee's dependents in existence at the time of retirement, on the same terms going forward and with the same benefit levels as offered to current regular Employees.

However, the Employers contribution for health care coverage for such retirees not eligible for Medicare will be limited to the amount contributed for the lowest cost medical portion of the Medicare Supplemental or Medicare Advantage plans provided to Retirees pursuant to Section 2.B (5) plus the Employer's cost of prescription drug coverage provided to eligible employees and retirees pursuant to this section. The Retiree shall pay any premium contribution that exceeds the amount contributed by the Employer through automatic deduction from their monthly pension check.

2. Employees who participate in the high-deductible health coverage plan at the time of retirement and who are eligible to deposit monies into an HSA as defined by federal regulations shall receive an annual contribution to the Retiree's HSA equal to fifty percent (50%) of the applicable contribution amount provided to active Employees pursuant to Section 1(e) of this Article.

3. The City shall not provide retiree health care coverage for the Retiree if the Retiree is eligible to receive paid health coverage through another Employer or former Employer. As a condition of continued retiree health care coverage under this section, the City may require that a Retiree file an affidavit each year or upon request attesting that the Retiree is eligible for no other Employer-paid health coverage.

4. The City shall not provide retiree health care coverage for the Retiree's spouse if the Retiree's spouse is eligible to receive paid health coverage through an Employer or former Employer of the Retiree's spouse. As a condition of continued spousal health care coverage under this section, the City may require that a Retiree file an affidavit each year or upon request attesting that the spouse is eligible for no other Employer-paid health coverage.

5. A City of Flint Retiree who becomes eligible for Medicare due to age, disability, or end stage renal disease will be covered by a Medicare Supplemental plan (or Medicare Advantage plan) at the Employer's expense, subject to the contribution limits provided in Section 3 of the Publicly Funded Health Insurance Contribution Act, 2011 PA 152, and the retiree must enroll in Part A and Part B and pay for Medicare Part B. The eligible spouse or dependent child of a City of Flint Retiree who becomes eligible for Medicare due to age, disability, or end stage renal disease will be covered by a Medicare Supplemental plan (or Medicare Advantage plan) at the Employer's expense, subject to the contribution limits provided in Section 3 of the Publicly Funded Health Insurance Contribution Act, 2011 PA 152, but the spouse or dependent child must enroll in Part A and Part B and pay for Medicare Part B. If PA 152 of 2011 is repealed, the Employer shall pay 80% of the annual premium.

### **C. Employees Not Vested for Regular Retirement On or After January 1, 2015**

1. An Employee whose rights to a non-deferred defined benefit pension do not vest on or before December 31, 2014, that retire on or after January 1, 2015, may, upon retirement, elect health care benefits for the Employee only on the same terms going forward and with the same benefit levels as offered to current Regular full-time Employees.

However, the Employers contribution for health care coverage for such retirees not eligible for Medicare will be limited to the amount contributed for the lowest cost medical portion of the Medicare Supplemental or Medicare Advantage plans provided to Retirees pursuant to Section 2.C. (4) plus the Employer's cost of prescription drug coverage provided to eligible employees and retirees pursuant to this section. The Retiree shall pay any premium contribution that exceeds the amount contributed by the Employer through automatic deduction from their monthly pension check.

2. Employees who participate in the high-deductible health coverage plan at the time of retirement and who are eligible to deposit monies into an HSA as defined by federal regulations shall receive an annual contribution to the Retiree's HSA equal to fifty percent (50%) of the applicable contribution amount provided to active Employees pursuant to Section 1(e) of this Article.

3. The City shall not provide retiree health care coverage for the Retiree if the Retiree is eligible to receive paid health coverage through another Employer or former Employer. As a condition of continued retiree health care coverage under this section, the City may require that a Retiree file an affidavit each year or upon request attesting that the Retiree is eligible for no other Employer-paid health coverage.

4. A City of Flint Retiree who becomes eligible for Medicare due to age, disability, or end stage renal disease will be covered by a Medicare Supplemental plan (or Medicare Advantage plan) at the Employer's expense, subject to the contribution limits provided in Section 3 of the Publicly Funded Health Insurance Contribution Act, 2011 PA 152, and the retiree must enroll in Part A and Part B and pay for Medicare Part B. If PA 152 of 2011 is repealed, the Employer shall pay 80% of the annual premium.

### Section 3. Termination of Benefits.

- a. Except as otherwise provided herein, health coverage terminates on the last day of the premium month in which the Employee is terminated or laid off or otherwise becomes ineligible for health coverage. Health coverage terminates on the last day of the premium month in which the Retiree becomes ineligible for health coverage. Health coverage for a dependent Spouse is terminated on the date on which they are no longer eligible (i.e., on the date of divorce, or upon the death of the Employee or Retiree). Health coverage for a dependent child is terminated on the date the child turns 26. Health coverage for dependents will be terminated in the event an Employee or Retiree fails to provide the City with proof of dependent eligibility.
- b. Health coverage shall be continued during any leave for which the Employee receives full pay from the Employer. Employees on leave of absence with reduced hours and pay are not entitled to continued health coverage paid by the Employer except where Employee may be entitled to coverage by virtue of coverage requirements under PPACA or the Family Medical Leave Act (FMLA) as administered by the Employer. Employees on leave of absence without pay or on layoff are not entitled to continued health coverage

paid by the Employer but may be eligible for continuation coverage as provided by the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

- c. Health Coverage will be continued while an employee is on an authorized disability leave as provided in Article 15, Section 6, if the employee is otherwise eligible. The Employee shall be obligated to pay his or her premium share, if any, within 14 days of established due date or insurance coverage will be cancelled.

#### Section 4. 125 Plan

At its option, the Employer may offer a Section 125 Plan. All regular full time Employees (excluding temporary Employees) shall be eligible to participate in such a plan, including premium only for pre-tax Employee contributions and health care flexible spending accounts, as amended and restated in accordance with federal law and as defined by the Employer's plan design. Participation by Employees is voluntary.

### ARTICLE 43 LIFE INSURANCE

The Employer agrees that, for the duration of this Agreement, it will pay the premiums to furnish \$25,000.00 of group life insurance and \$25,000.00 accidental death and dismemberment insurance for full-time Employees.

This insurance coverage will begin the first day of the month following the Employee's obtaining permanent full time status. The coverage shall be discontinued on the day the Employee's services are terminated, the Employee quits, retires, is laid off, or is otherwise not on the payroll; provided, however, such insurance coverage will be continued for an Employee who is on an approved leave of absence without pay for a period not to exceed six (6) months. Provided further, that if the Employee is discharged and the discharge is ultimately reversed the Employer will be liable for any life insurance benefits that would have been otherwise due.

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

Life Insurance Coverage will be continued while an employee is on an authorized disability leave as provided in Article 24, Section 7, if the employee is otherwise eligible. The Employee shall be obligated to pay his or her premium share, if any, within 14 days of established due date or insurance coverage will be cancelled.



ARTICLE 44  
RETIREMENT

The Municipal Employees' Retirement System (MERS) shall administer the pension system for all current retirees and all future retirees. The MERS Plan Document, policies and procedures of MERS shall control the administration of all employee pensions whether Defined Benefit, Defined Contribution, or Hybrid Plan, including investments and payments, except as otherwise provided below.

Employees in this division will be credited with one month of service credit for each month worked, provided however, that the employee works a minimum of 80 hours in that month. Hours worked includes those hours for which the employee is fully compensated, such as paid time off, vacation, or sick leave.

**Defined Benefit Plan**

The Defined Benefit Plan is for all employees hired prior to January 1, 2014. The provisions in this section apply to the administration of the Defined Benefit Plan only.

Employees in this division may purchase up to 5 years (60 months) of generic service credit. Purchased service counts towards retirement eligibility and must be paid in full at the time of approval.

Notwithstanding anything to the contrary as may contain herein, employees hired prior to January 1, 2014 shall have the portion of their pension earned for credited service time prior to May 1, 2012, calculated in accordance with the provisions of the parties' expired collective bargaining agreement. Effective May 1, 2012, the multiplier for these employees shall be 2.25% for all credited service time earned after that date.

Final Average Compensation (FAC) will be computed using the average of the highest 3 consecutive or non-consecutive one year pay blocks out of the last 5 years of reported wages as reported to MERS by the Municipality. Wages outside of last 5 years will not be used in determining FAC and individual months cannot be used in more than 1 of the 3 pay blocks. In addition, a lump sum payment up to 240 hours of leave time paid upon termination will be added to the calculation of compensation prior to the averaging of compensation to determine the FAC. (For example: FAC years 2010 + 2012 + 2013 + value of 240 hours of leave time divided by 3 = FAC.)

The employee annual contribution is 9.5% on all wages earned. Effective the first pay period following the effective date of the 2014 contract, the employee annual contribution is 9.5% on all base wages earned.

Employees who have accumulated 120 months (10 years) of service credits in accordance with this section, and who have reached the age of 55 years, are eligible to retire and to receive a pension benefit calculated in accordance with this article.

Employees who leave the employment of the City with 180 months (15 years) of accumulated service credits, but who have not attained the age of 55, are eligible to receive a pension benefit calculated in accordance with this article, once they attain the age of 55.

Employees are eligible to retire and to receive a pension benefit calculated in accordance with this article if they have accumulated 276 months (23 years) of service credits.

Duty related disability benefits are subject to MERS processes and approval with the disability being the natural and proximate result of on-the-job injury. There are no vesting requirements. Benefits will be paid if the member is determined to be disabled under MERS' definition. The benefit will be the greater of the result of the applicable defined benefit formula or 20% of the FAC. The pension benefit will be recalculated by granting additional service credit when employee would have had 25 years of service or if the municipality notifies MERS that state workers' compensation payments have ceased.

Non-Duty related disability benefits are subject to MERS processes and approval. The member must have 10 years of service in order to qualify. Benefits will be paid if the member is determined to be disabled under MERS' definition. The benefit will be computed as the result of the defined benefit formula without regard to a minimum. Benefits are not offset by income earned from a future job.

Duty related death benefit has no vesting requirements. The surviving spouse will receive the greater of the result of the defined benefit formula or 40% of the FAC. If the member dies with no spouse, any children would equally share in not less than 50% of the member's straight life benefit until 21 or married. A survivor beneficiary would receive a portion of a vested member's straight life benefit.

Non-Duty related death benefits are payable should death occur to an active member. The member must be vested in order to qualify. The spousal benefit will be 85% of the result of the defined benefit formula or the 100% Joint and Survivor benefit, whichever is higher. If a survivor beneficiary is named, he/she would receive a portion of the straight life benefit. If the member dies with no spouse or survivor beneficiary, any children would equally share 50% of the member's straight life benefit until 21 or married.

All MERS Joint and Survivor options pop-up to Straight Life if the beneficiary predeceases the retiree.

Subject to MERS authorizing an annuity withdrawal option, the Employer agrees to adopt such option, subject to MERS rules. The annuity withdrawal option provides a lump sum distribution of Employee contributions to the plan except for employee contributions remitted for the purposes of purchasing additional service. This lump sum would include interest on the contributions. The monthly pension benefit would be reduced as a result of the Annuity Withdrawal Payout. The Annuity withdrawal is not available under the DB portion of the Hybrid Plan.

Hybrid Plan

Employees hired on or after January 1, 2014 shall be provided with the MERS hybrid pension plan (which includes a component of a defined benefit and defined contribution) with a 1.75% multiplier.

Final Average Compensation (FAC) will be computed using the average of the highest consecutive 3 year (36 month) period of earnings from the member's entire work history as reported to MERS by the Municipality.

Employees who have accumulated 72 months (6 years) of service credits in accordance with this section, and who have reached the age of 60 years, are eligible to retire and to receive a pension benefit calculated in accordance with this article.

Employees who leave the employment of the City with 72 months (6 years) of accumulated service credits, but who have not attained the age of 60, are eligible to receive a pension benefit calculated in accordance with this article, once they attain the age of 60.

Participants may make a one time, irrevocable election to contribute up to 5% of all earnings in increments of 1% to the defined contribution component of the Hybrid Plan. The employer will match the employee's contribution up to 5% not to exceed the 10% overall Hybrid Plan employer contribution cap. Employees shall be 100% vested at all times on their own contributions. They will vest on the employer contributions according to the following schedule: After 1 year of service, 20% vested; 2 years, 40% vested; 3 years, 60% vested; 4 years, 80% vested; 5 years, 100% vested.

ARTICLE 45  
MISCELLANEOUS MATTERS

Section 1. Physical fitness

Union and the City agree to incorporate a Physical Fitness program in the Fire Department with details to be formulated by a designated committee to evaluate separately from this contract.

Section 1. Fire Prevention Ticket Writing.

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

Section 2. Communications Specialists 1 and 2

Future employees hired as Communications Specialists 1 and 2 must successfully complete a twelve (12) month probationary period.

ARTICLE 46  
OUTSIDE EMPLOYMENT

Employees shall comply with all applicable Departmental rules and regulations as well as applicable laws.

Requests for authorization to obtain outside employment must be submitted in writing, to the Fire Chief, and approved, before any Employee may engage in outside employment. Such request shall include:

1. A general job description of what the Employee will be doing;
2. In the case of employment for another fire department, an insurance policy must be provided to cover all costs incurred in the defense of, settlement of, or award granted in any lawsuit involving an Employee's activities in their outside employment;
3. The number of days contemplated being worked and the hours.

Employees shall not wear the Department uniform without authorization of the Flint Fire Chief.

Outside employment must in no way conflict with the Employee's work hours or interfere in any way with the satisfactory and impartial performance of the Employee's duties.

Employment prior to the effective date of this agreement must be disclosed within thirty (30) calendar days of the effective date of this agreement. Failure to disclose any employment may result in discipline up to and including discharge.

ARTICLE 47  
PAYMENT IN LIEU OF INSURANCE

The City will pay to eligible Employees, under the conditions herein set forth \$100/month, paid monthly, an annual amount in lieu of hospitalization insurance coverage. All payments shall be for the twelve (12) billing periods immediately prior to December 1. The payment shall be made as an adjustment to a regular paycheck, and only those Employees who are entitled to a regular paycheck the first day in December shall be entitled to the payment in lieu of insurance coverage.

ARTICLE 48  
OPTICAL BENEFITS

Optical coverage shall be provided at the level and by the carrier (including self insurance) as determined by the Employer at the Employee's option. The Employee pays 50% of premium cost through payroll deduction.

If an Employee does not have sufficient funds in a paycheck, the Employee shall be obligated to pay his or her premium share within 14 days of established due date or insurance coverage will be cancelled.

Optical Coverage will be continued while an employee is on an authorized disability leave as provided in Article 24, Section 7 if the employee is otherwise eligible. The Employee shall be obligated to pay his or her premium share, within 14 days of established due date or insurance coverage will be cancelled.

ARTICLE 49  
FIRE PREVENTION BUREAU

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

A Fire Suppression Lieutenant will also be allowed to test for the Fire Prevention Inspector/Sergeant position.

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

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

- a. As a condition of continued employment, Fire Prevention Officers shall become and thereafter maintain Fire Prevention Inspector certification by the State of Michigan.
- b. Fire Prevention employees who are State certified Fire Prevention Inspectors shall perform arson investigation.

ARTICLE 50  
PROMOTIONS

Section 1.

In the event the City, during the term of this Agreement, establishes a new or different testing procedure or eligibility requirements for promotions, other than those hereinafter set forth, the City will meet and confer with the Union relative thereto. In the event the parties are unable to agree, the City shall have the right and discretion to modify the promotional process as it deem appropriate.

Section 2.

The City shall have the right to select among the top five (5) rank eligibles and candidate(s) within 5% of the highest score, whichever provides the greatest eligibles. If there is a tie, same scores will be included.

Section 3.

Eligibility

a. Promotion to Fire Suppression Sergeant

Three (3) years of experience in the City of Flint Fire Department as a Firefighter/EMT immediately prior to the application deadline.

Successful completion of Fire Officer I and II (or Company Officer) courses OR fifteen (15) credit hours directly related to fire service verified by transcript from an accredited institution as of the filing deadline.

b. Promotion to Fire Prevention Inspector/Sergeant

Three (3) years of experience in the City of Flint Fire Department as a Firefighter/EMT immediately prior to the application deadline.

Must become certified by the State of Michigan to be a Fire Prevention Inspector at first opportunity within probationary period. (Failure will result in demotion to previously held position).

Successful completion of Fire Officer I and II (or Company Officer) courses OR fifteen (15) credit hours directly related to fire service verified by transcript from an accredited institution as of the filing deadline.

c. Promotion to Fire Suppression Lieutenant

At least two years of experience as a Fire Suppression Sergeant in the City of Flint Fire Department immediately prior to the application deadline.

Successful completion of Fire Officer I, II and III (or Company Officer) AND fifteen (15) or more credit hours directly related to fire service verified by transcript from an accredited institution as of the filing deadline.

d. Promotion to Fire Prevention Inspector/Lieutenant

At least two years of experience as a Fire Prevention Inspector/Sergeant in the City of Flint Fire Department immediately prior to the application deadline.

Must be currently certified by the State of Michigan as a Fire Prevention Inspector and thereafter maintain the certification as a condition of employment.

Successful completion of Fire Officer I, II and III (or Company Officer) AND fifteen (15) or more credit hours directly related to fire service verified by transcript from an accredited institution as of the filing deadline.

e. Promotion to Fire District Commander

At least two years of experience as Fire Suppression Lieutenant immediately prior to the application deadline.

Successful completion of Fire Officer I, II, and III AND 15 credit hours or more directly related to fire service verified by transcript from an accredited institution as of the filing deadline.

f. Promotion to Safety Training Officer

At least one year of experience as a Fire Suppression Lieutenant or Prevention Inspector Lieutenant in the City of Flint Fire Department immediately prior to the application deadline.

Must be certified as State Fire Services Instructor within one (1) year of appointment. (Failure will result in demotion to previously held position).

Successful completion of Fire Officer I, II, and III AND 15 credit hours or more directly related to fire service verified by transcript from an accredited institution as of the filing deadline.

g. Promotion to Quartermaster

At least three (3) years of experience as a City of Flint Firefighter/EMT

Date of Eligibility

At time of filing deadline of application.

General

Other requirements are provided for in the position descriptions for each of the positions mentioned above.

ARTICLE 51  
LEGAL COUNSEL

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

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

ARTICLE 52  
WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement each voluntarily and unqualifiedly waive the right and each agrees that the other shall not



be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE 53**  
**NO STRIKE CLAUSE**

**Section 1. No Strike.**

It is the intent of the parties of this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Union agrees that during the life of this Agreement, the Union shall not cause nor shall any member of the Union take part in any strike or refusal to work. For purposes of this Agreement the term "strike" shall mean any concerted activity resulting in a failure to report for duty, willful absence from a position or a stoppage or abstinence in whole or in part from the full and proper performance of lawful duties.

**Section 2. Affirmative Action.**

The Union agrees that it will take prompt affirmative action to prevent or stop any strike or refusal to work of any kind on the part of its members by notifying the Employees that it disavows these acts.

**Section 3.**

During the life of this Agreement, the Union shall not cause its members, nor shall any member of the Union engage in any strike because of a labor dispute between the City and any other labor organization.

**Section 4. No Lock-Out.**

The City agrees that during the life of this Agreement there will be no lock-out.

**ARTICLE 54**  
**MAINTENANCE OF STANDARDS**

This Agreement, and any subsequent modifications thereof by the Employer, and any supplements thereto, shall be in effect until such time as they are further modified by a successor collectively bargained agreement.

ARTICLE 55  
SEPARABILITY AND SAVINGS CLAUSE/ZIPPERCLAUSE

If any Article, Section, or Appendix of this Agreement shall be invalid by operation of law or held invalid by any tribunal or court of competent jurisdiction, or if compliance with any Article, Section, or Appendix shall be restrained by any such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article, Section, or Appendix to persons or circumstances other than those which it is invalid, or has been held invalid or compliance with has been restrained, shall not be affected thereby.

In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

Any provision of any prior agreement, letter of understanding, memorandum of understanding, etc. not contained in this Agreement, shall be considered null and void with no further force or effect.

**ARTICLE 56**  
**DURATION OF AGREEMENT**

These employment terms shall be effective for the period of January 12, 2015 through June 30, 2016, and shall continue thereafter unless otherwise modified by applicable law.

The City of Flint, by its duly authorized representative, executed these employment terms this 14<sup>th</sup> day of January, 2015.

CITY OF FLINT

BY: 

Gerald Ambrose, Emergency Manager

**APPENDIX A**

**FLINT**

**FIRE AND 911 DEPT. DRUG/ALCOHOL TESTING POLICY**

**Section 1. Statement of Policy**

It is the policy of the City of Flint that the public has the right to expect persons employed by the City in its Fire Department and 911 Center will be free from the effects of drugs and alcohol. The City, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of the employees of the Police Unions.

**Section 2. Effectuation**

This modified policy will go into effect on 7/1/14 or as soon thereafter when ratified or imposed.

**Section 3. Prohibitions.**

Employees shall be prohibited from:

- (a) Reporting to work or working under the influence of alcohol;
- (b) Consuming alcohol at any time during the work day, or consuming or possessing alcohol anywhere on any City premises or job sites, including City buildings, properties, vehicles and the employee's personal vehicle while engaged in City business.
- (c) Possessing, using, selling, purchasing, manufacturing, dispensing or delivering any illegal drug at any time and at any place;
- (d) Abusing any prescription drug;
- (e) Failing to confer with their physicians when prescribed any medications and immediately reporting to their supervisor any restrictions imposed by their physicians.

**Section 4. Drug and Alcohol Testing Permitted.**

(A) Reasonable Suspicion. Where the City has reasonable suspicion to believe that: (a) an employee is being affected by the use of alcohol, or consuming or possessing alcohol in violation of this Article; or (b) is abusing prescription drugs; or (c) is possessing or using illegal drugs, the City shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Contract. Employees shall not be subjected to random medical testing involving hair or urine analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse, except as specifically provided for in this section. Reasonable suspicion will be based on one of the following factors:

--employee exhibits physical behavior which may include the person's appearance and behavior, i.e., nervous, abrupt, hyper, anxious, slow, calm, sweating, etc., speech, eyes, carriage, conduct. In addition, patterns of behavior such as attendance problems, or any abnormal behavior may indicate reasonable suspicion. Also, information supplied from a reliable informant would constitute reasonable suspicion if adequately researched.

(B) Random Testing. During the workday, employees are subject to random testing for drugs and/or alcohol.

The annual number of such random tests shall total approximately 20% of the number of employees covered by their collective bargaining agreement. Of the 20%, 50% can be hair tests. Such tests will be conducted quarterly.

The City and the Union will develop a system to draw random names on the date and time set by the City for the random testing to occur. The City will determine how many tests will be drug and how many will be alcohol. The Union will be contacted just prior to the testing time.

Employees notified of their selection for random testing shall proceed immediately to the collection site. Any undue unreasonable delay to immediately proceed to the collection site or attempt to circumvent the process by not providing adequate samples as required (unless medically proven to be unable) will be grounds for immediate suspension and possible termination based on the results of the investigation. Employees who are on leave, vacation, or already absent at the time of their selection will be excused that day but remain subject to random testing upon return.

(C) Pre-Employment Test. Nothing in this policy shall limit the right of the City to conduct any tests it may deem appropriate for persons seeking employment prior to their date of hire.

Also, all Apparatus Operators will be tested annually (at a date and time to be determined by the City). Also newly hired or promoted Apparatus Operators will be tested prior to working their first day.

(D) Promotional Test. Nothing in this policy shall limit the right of the City to conduct any tests it may deem appropriate for persons seeking promotions.

(E) Post Accident Test. A Fire Union employee who is involved in a vehicle accident while operating a City vehicle could be subject to a post accident drug and alcohol testing. Such testing shall occur as soon as is practicable.

(F) Return to Duty: After EAP has cleared the employee to return to work.

(G) Absence from work. Nothing in this policy shall limit the right of the City to conduct any tests it may deem appropriate for persons who have been off duty for more than 30 calendar days such as: disciplinary action, layoff, leaves of absence, or, for a medical condition or injury.

#### Section 5. Order to Submit to Testing.

An employee's refusal or failure, when ordered, to promptly submit to a test permitted by and properly ordered under the provisions of this Article shall subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess. The principle of "obey and then grieve" shall apply in the event of a dispute over whether a test is permitted and properly ordered under this Article. Within twenty-four (24) hours of the time the employee is ordered to submit to reasonable suspicion testing, the City shall provide the employee with a written notice setting forth the facts and inferences from such facts which form the basis of the order to test.

#### Section 6. Test to be Conducted.

In conducting the testing authorized by this Contract, the City shall comply with the following:

(a) The lab performing drug tests shall be federally certified to do drug testing and agreed to by the Union and the City. The facility collecting and testing breath specimens shall hold all legally necessary licenses and be agreed to by the Union.

(b) Drug tests will involve both urine and hair samples. Alcohol tests will consist of breath samples. Strict chain of custody procedures must be followed for all samples. The Union and the City agree that the security of the specimens is absolutely necessary. Therefore, the City agrees that if the chain of custody of a sample is broken in any way, any positive test shall be invalid and may not be used for any purpose (unless the City demonstrates that the break did not affect the reliability or accuracy of the results).

(c) A split urine sample shall be collected in all cases of drug testing for an independent analysis in the event of a positive test result. All urine samples must be stored and preserved in a manner that conforms to DOT guidelines.

(d) The City's drug testing lab will confirm any urine sample that tests positive in initial screening for drugs by testing a portion of the same sample by gas chromatography/mass spectrometry (GC/MS).

(e) The City will provide employees who test positive for drugs with an opportunity to have the split urine specimen tested by a separate clinic, at the employee's own expense, providing the employee notifies the City within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this Contract.

(f) The City will require that its drug testing lab and breath testing facility report that a specimen is positive only if both the initial screening and confirmation test are positive. Drug tests results shall be evaluated by the Medical Review Officer in a manner to ensure that an employee's legal drug use and diet are properly taken into account when evaluating the test results. For the purpose of this Article, a positive drug test result means the presence of drugs and/or their metabolites in an employee that equals or exceeds the levels set forth in Section 7, below. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or form adverse to the employee's interests.

(g) With regard to alcohol testing, the vendor contracted by the city shall assure that only federally certified individuals using certified equipment shall conduct initial tests. An initial positive alcohol level of .04 of breath shall be considered positive for purposes of authorizing the conduct of the confirming alcohol test. If initial screen results are negative, i.e., below the positive level, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's personnel file. Only employees with screen test results that are positive on the initial screen shall be subject to confirmation testing for alcohol. If confirmatory testing results are negative, i.e., below the positive level, all records of the testing shall be expunged from the employee's personnel file.

(h) Provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results (provided the employee first pays the City's copying costs and the material is not privileged).

#### Section 7. Drug Testing Standards

**(A) Screening Test Standards.** The lab shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial immunoassay test cutoff levels shall be used when screening urine specimens to determine whether they are negative for the eight (8) drugs or classes of drugs:

	<i>Initial Test Level</i>	<i>Confirmatory</i>
<i>Marijuana metabolites. . . . .</i>	<i>50ng/ml</i>	<i>15 ng/ml</i>
<i>Cocaine metabolites. . . . .</i>	<i>300ng/ml</i>	<i>150 ng/ml</i>
<i>Opiate metabolites*. . . . .</i>	<i>2000ng/ml</i>	
<i>6-Acetyl morphine</i>		<i>10 ng/ml</i>
<i>Morphine</i>		<i>2000 ng/ml</i>
<i>Codeine</i>		<i>2000 ng/ml</i>
<i>Phencyclidine. . . . .</i>	<i>25ng/ml</i>	<i>25 ng/ml</i>
<i>Amphetamines. . . . .</i>	<i>1000ng/ml</i>	<i>500 ng/ml</i>

\*If immunoassay is specific for free morphine the initial testing level is 25ng/ml. (These numbers may be revised by the City to remain consistent with DOT guidelines.)

**(C) Testing for Other Prescription Drugs.** Any tests for prescription drugs not listed above shall use the screening test cut-off levels and the confirmatory GC/MS test cut-off levels for such drugs established by the testing laboratory selected by the City in accordance with the standards established by this Contract or DOT standards, if any.

**(D) Medical Review Officer ("MRO").** The Medical Review Officer shall be chosen and agreed upon between the Union and the Employer and must be a licensed physician who is familiar with the characteristics of the tests used (sensitivity, specificity, and predictive value) and the facilities running the tests. The role of the MRO will be to review and interpret positive drug test results. He/She shall examine alternate medical explanations for any positive test results. This may include conducting a medical interview with the affected employee, review of the employee's medical history, review of the chain of custody and review of any other relevant biomedical factors. The Medical Review Officer must review all medical records made available by the testing employee when a confirmed positive test could have resulted from legally prescribed medication. An employee shall be expected to cooperate promptly with the MRO. The MRO may verify a test as positive without interviewing the affected employee if more than 5 days elapse after the MRO first attempts to telephone the employee.

**Section 8. Consequences for policy violations / Disciplinary Action.**



Any Fire Union employee engaging in prohibited conduct shall be subject to disciplinary action up to and including discharge, depending on the seriousness of the prohibited conduct. Furthermore, any Police Union employee receiving a positive drug and/or alcohol test, shall be subject to the following consequences:

- A. **Positive Alcohol Test (Range 1).** Any Fire Union employee who undergoes any type of alcohol testing, and subsequently receives a positive test result indicating an alcohol concentration level of greater than or equal to 0.02 but less than 0.04 shall be immediately suspended from their safety-sensitive position for a period of twenty-four (24) hours. During this period, the employee shall be on without pay status, unless they utilize PTO as outlined under 1<sup>st</sup> offense.
- B. **Failure to provide 45 milliliters of urine for a drug test.** In the event that an employee is unable to provide 45 ml of urine for any type of drug test within a three (3) hour period beginning from the time the employee arrives at the collection site, he will be referred to a physician of the City's choosing who shall make a determination as to whether the inability to provide the required specimen is the result of a pre-existing physical condition. The examining physician shall submit a report, in writing, to the MRO who shall then make a determination as to whether the test shall be reported as a negative or a positive.
- C. **Positive Alcohol Test (Range 2)** Any Fire Union employee who receives a positive test result indicating an alcohol concentration level equal to or greater than 0.04, shall be subject to the following disciplines:

FIRST OFFENSE

- 1. Immediate suspension without pay.
- 2. The employee must undergo a substance abuse evaluation through the EAP within a time frame set by a member of the Labor Relations Department professional staff. In general, this time period shall not exceed a period of one (1) month from the date of suspension.
- 3. The employee must comply with all of the EAP's recommendations for treatment/rehabilitation (if any), among other things;

4. The Employee will be required to sign a release to allow the city to obtain progress reports as it relates to attendance, cooperation, completion or non-completion of recommended follow up counseling or other treatment.
5. The EAP will be required to evaluate the Employee for compliance. Once the EAP has determined that the Employee is complying with treatment programs and procedures, they will contact the City.
6. The Employee must then undergo and pass a return to duty drug test and/or alcohol test as defined by this policy to return to work.

Once an employee who has been suspended because of a positive alcohol test is returned to their Fire Union position, they will be subject to follow-up alcohol testing for a period of up to one year at random times and dates to be determined by the City. If the Employee fails any follow up tests, they will move on to the next offense in the discipline process (listed below).

Non-compliance. Prior to and/or after returning back to work, if the Employee is deemed by the EAP to be non-compliant with his recommended treatment program, or if such an employee fails any further alcohol tests, it is agreed and understood that management retains the right to take additional progressive disciplinary action up to, and including discharge.

#### SECOND OFFENSE

The City shall discharge an employee who tests positive for alcohol a second time following either a post-accident, random, reasonable suspicion, return-to-duty and/or follow-up alcohol test.

#### D. POSITIVE DRUG TEST

Any Fire Union employee who undergoes any type of drug testing, and subsequently receives a positive test result based on the levels set forth in Section 7 (Drug test standards) will be immediately terminated from employment with the City of Flint.

**Split Sample:** In the event of a positive drug test, a split sample can be requested and paid for by the employee. Split sample collection simply involves the partitioning of the original sample into two vials. One vial is sent for testing, whereas the other is retained for retesting in the event of a positive result on the first vial. The retest is to be conducted by a different laboratory than did the first test. Retesting is not automatic, however: the person being tested must request and pay for the retest.

## Section 9. COSTS

The following is a breakdown of the various costs associated with implementing the policy, and who will be responsible for these costs:

- A. It will be the City's responsibility to pay the costs associated with the following:
  - 1. Pre-employment drug and alcohol testing;
  - 2. Post-accident drug and alcohol testing;
  - 3. Reasonable suspicion drug and alcohol testing;
  - 4. Random drug and alcohol testing;
  - 5. Return-to-duty alcohol testing; and,
  - 6. Testing of a split sample *only if* the result is negative.
  - 7. Follow up alcohol testing
  
- B. It will be the employee's responsibility to pay the costs associated with the following:
  - 1. Substance abuse evaluation performed by the EAP. The EAP has sole discretion in setting the assessment fee;
  - 2. Treatment program and follow-up care (if any). Many of the health benefits provided by the City to covered employees may cover some of these costs. Anything not covered will be the employee's responsibility;
  - 3. Testing of a split sample *only if* the result is positive

Section 10. Conflict With Other Laws.

This Policy is in no way intended to supersede or waive any constitutional rights that the employee may be entitled to under the Federal or State constitutions.

**APPENDIX B  
CLASIFICATIONS AND WAGES**