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Detroit, City of

MASTER AGREEMENT

BETWEEN, THE
CITY OF DETROIT
AND THE
ASSOCIATION OF MUNICIPAL ENGINEERS

1989-92

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

MASTER AGREEMENT BETWEEN THE CITY OF DETROIT AND THE ASSOCIATION OF MUNICIPAL ENGINEERS

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A G R E E M E N T

This agreement is entered into between the City of Detroit, a Michigan Municipal Corporation (hereinafter referred to as the EMPLOYER or the CITY) and the Association of Municipal Engineers (hereinafter referred to as the EMPLOYEE(S) or the ASSOCIATION).

Note: The headings used in this Agreement on schedules or on exhibits neither add to nor subtract from the meaning but are for reference only.

PURPOSE AND INTENT

A. The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the City of Detroit in its capacity as an Employer, the Employees, the Association and the people of the City of Detroit.

B. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

C. To these ends the Employer and the Association encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

1. RECOGNITION OF ASSOCIATION

Pursuant to and in accordance with all applicable provisions of Act 336 of Public Acts of 1947, as amended, the Employer does hereby recognize the Association as the exclusive representative for all employees certified to the classifications listed in Exhibit I, for the purpose of collective bargaining in respect to rates of pay, hours of employment and all other conditions of employment for the term of this Agreement.

2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

Consistent with the terms of this Agreement:

A. The Association recognizes the prerogatives of the City to operate and manage its affairs, in all respects in accordance with its responsibilities and powers of authority as set forth in State Law, the Home Rule Act and the City Charter.

B. The City has the right to determine when overtime work is required and to schedule such overtime consistent with the terms of this Agreement.

C. The City reserves the right to discipline and discharge for just cause. The Association shall have the right to grieve on the interpretation and application of this provision.

D. The City reserves the right to layoff for lack of work or funds; or the occurrence of conditions beyond the control of the City; or where continuation of work would be wasteful and unproductive; provided such actions do not conflict with the terms of this Agreement.

E. The City has the right to establish schedules of work.

F. The City has the right to establish the methods and processes by which the work is performed, provided it is understood by the parties that every incidental duty connected with operations enumerated in classification specifications is not always specifically described.

G. Except as specifically abridged, delegated, granted or modified by this Agreement, all of the rights, powers, and authority the City had prior to the signing of this Agreement, are retained by the City and remain exclusively and without limitations within the rights of the City.

H. The City has the right to establish reasonable practices, policies or rules, provided the same do not conflict with the express terms of this Agreement and are applied equally to all employees in the bargaining unit.

3. SUB-CONTRACTING

A. The right of contracting or sub-contracting is vested in the City. The right to contract or sub-contract shall not be used for the purpose or intention of undermining the Association nor to discriminate against any of its members nor shall any seniority employee be laid off or demoted or caused to suffer a reduction in overtime work as a direct and immediate result of work performed by an outside contractor.

B. In cases of contracting or sub-contracting affecting employees covered by this Agreement, the City will hold advance discussion with the Association prior to letting the contract. The Association representatives will be advised of the nature, scope and approximate days of work to be performed and the reasons (equipment, manpower, etc.) why the City is contemplating contracting out the work.

4. ASSOCIATION SECURITY

A. Employees are free to join or not to join the Association. Employees who are members of the recognized bargaining unit but who are not members of the Association may join the Association by initiating their Association application form and dues deduction authorization form.

B. The City agrees to deduct from the wages of an employee, who is a member of the Association, all Association membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the City provided that the said form shall be executed by the employee. The written authorization for Association dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Finance Department and to the Association.

C. Any person employed with the City and covered by this Agreement, who is not a member of the Association and who does not make application for membership within ninety (90) days from the effective date of this Agreement or from the date he/she first becomes a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Association a service fee as a contribution towards the administration of this Agreement, in an amount determined by the Association in accordance with applicable Law. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notice by the Department from the Association, unless otherwise notified by the Association in writing within said thirty (30) days and provided that the Association shall release the Department from fulfilling the obligation to discharge if during such

thirty (30) day period the employee pays the membership dues or service fee retroactive to the due date and confirms his/her intention to pay the required membership dues or service fee in accordance with this Agreement.

D. The City agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Association, all Association service fees uniformly required as provided in a written authorization in accordance with the standard form used by the City, provided that the said form shall be executed by the employee. The written authorization for Association service fee deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Finance Department and to the Association.

E. All Association membership dues and service fees will be authorized, levied, and certified in accordance with the by-laws of the Association. Each employee and the Association hereby authorize the City to rely upon and to honor certifications by the Treasurer of the Association regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Association dues and service fees, which dues and service fees shall be sent via first class mail, without undue delay, to the Treasurer of the Association. The Treasurer of the Association shall not request the City to change the amounts so deducted more often than four (4) times each City fiscal year.

F. The Association shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Association, the City and its officers and employees shall be released from all liability to the employee-assignors, and to the Association under such assignments. (Chapter 13, Article 4, Section 4 of the Municipal Code of the City of Detroit.)

G. The Association shall refund to employees, dues and service fees erroneously deducted by the City and paid to the Association. The City may offset any amount erroneously or improperly deducted and paid to the Association from any subsequent remittance to the Association.

H. The Association agrees to save and hold harmless the City from any damages or other financial loss which the City may be required to pay or suffer as a consequence of enforcing the above provisions.

5. ASSOCIATION REPRESENTATION

A. There may be one (1) Association Representative and one (1) alternate in each of the City departments employing members of the bargaining unit, except that in the Water and Sewerage Department there may be an additional Association Representative and alternate at the Waste Water Treatment Plant.

B. It is understood by the parties that the alternate Association Representative will function in the grievance procedure only in the absence of the Association Representative.

C. The Association Representative or the alternate, during his/her regular working hours and without loss of time or pay, may investigate and present grievances to the Employer after obtaining permission from his/her immediate supervisor. Such permission shall not be unduly withheld or delayed, with the understanding that the time will be devoted to the proper handling of the grievance and will not be abused. Any alleged abuse by either party will be a proper subject for a Special Conference.

D. The Association President (or member of the bargaining unit in addition to the grievant, designated in the contract) shall be permitted to take time off with pay to handle special conferences, grievances and participate in arbitration cases. Other duties associated with being an Association President and directly related to wages, hours and working conditions of bargaining unit members may arise which must be addressed in the capacity of Association President during business hours. In this regard, upon request, a meeting will be convened between the Association and the appropriate department representative to discuss this matter and resolve any difficulties being experienced.

6. RIGHTS OF EMPLOYEES REPRESENTED BY THE ASSOCIATION

A. Nothing in this Agreement shall abridge any right or privilege that any employee has under the Constitution and Laws of the State of Michigan, nor under the Charter or Ordinances of the City of Detroit or Resolutions of the Detroit City Council unless otherwise provided in this Agreement.

B. The Association may request the Job Analysis Section of the Personnel Department to conduct a classification survey of any position in which an individual represented by the Association is the incumbent. The Personnel Department will endeavor to complete such survey within

ninety (90) calendar days after receipt of the incumbent's completed classification questionnaire. If for some reason a delay beyond the ninety (90) calendar days is caused, the Association will be advised as to the reasons and cause of the delay.

7. GRIEVANCE PROCEDURE

Should differences arise between the City and the Association during the term of this Agreement, an earnest effort shall be made to resolve such differences promptly.

A grievance is a difference between the City and the Association concerning the interpretation or application of any provision of this Agreement.

The grievance procedure contained in this Agreement shall be the exclusive grievance procedure for all members of the bargaining unit and is as follows:

STEP 1:

Any employee who believes that he/she has been unjustly dealt with or that any provision of this Agreement has not been properly applied or interpreted may discuss his/her complaint with his/her immediate supervisor. The employee shall have the right to have his/her Association representative present during the discussion. When the presence of the Association representative is desired by the employee he/she shall make the request to the immediate supervisor who shall, without undue delay, make the arrangements to have the Association representative present. The employee has the right to discuss the complaint with the Association representative prior to the discussion with his/her immediate supervisor.

STEP 2:

If the complaint is not satisfactorily resolved by Step 1, it shall become a grievance if the Association representative puts the complaint in writing, has it signed by the complaining employee, and submits it to the division head within fifteen (15) working days after the contract violation which gave rise to the grievance. The division head will promptly arrange to review the grievance in a meeting with the grievant and the Association representative. The division head will forward a written answer to the Association representative within ten (10) working days of the meeting.

STEP 3:

If the grievance is not satisfactorily resolved at Step 2, it may be appealed in writing to the department head or his/her designated representative by the Association President, or in his/her absence his/her designated representative, within seven (7) working days of the division head's decision. The department head or his/her designated representative will promptly arrange to review the grievance in a meeting with the Association President or, in his/her absence, his/her designated representative. The department head or his/her designated representative will forward a written answer to the Association President within ten (10) working days of the meeting.

STEP 4:

If the grievance is not satisfactorily resolved at Step 3, it may be appealed in writing by the Association President, or in his/her absence his/her designated representative, to the Labor Relations Director within seven (7) working days of the department head's decision. The Labor Relations Director will promptly arrange for the convening of the Appeal and Review Board which shall consist of not more than four (4) representatives of the City and not more than three (3) Association Representatives. The Labor Relations Director will forward the written answer from the Appeal and Review Board to the Association within (10) working days of the Appeal and Review Board hearing.

If the grievance is not settled at Step 4 it may be referred to arbitration (Step 5) within ten (10) working days from the date of receipt of the City's answer at Step 4. All grievances not referred to Step 5, arbitration, within the prescribed time limits shall be considered settled based on the City's last answer.

STEP 5 - ARBITRATION:

Any unresolved grievance which involves an alleged violation of any specific article or section of this Agreement and which has been fully processed through Step 4 of this grievance procedure, may be submitted to arbitration in strict accordance with the following:

1. Arbitration shall be invoked by written notice to the other party of the intent to arbitrate.

In the event the parties are unable to agree on an Arbitrator, within seven (7) working days of such notice, the parties shall submit the dispute to the Federal Mediation and Conciliation Service (FMCS), Office of Arbitration Services (OAS), for selection of an arbitrator, and request a list of seven (7) names from which the parties shall select an arbitrator by advising FMCS-OAS of its order of preference by numbering each name on

the panel and submitting the numbered list in writing to FMCS-OAS. The name on the panel that has the lowest accumulated numerical order will be appointed. The parties may strike any name which is unacceptable. In the event there is no mutual choice from the first list, the FMCS-OAS shall submit a second list and the parties will follow the same procedure set forth for the first list. In the event there is no mutual choice from the second list, the FMCS-OAS shall submit a third list and the parties will follow the same procedure as set forth for the first two lists. In the event there is no mutual choice from the third list, FMCS-OAS will select an arbitrator who will arbitrate the dispute, barring any factual objections by either party. In the event of factual objections, FMCS-OAS will appoint another arbitrator to arbitrate the dispute.

Any grievance which is not referred to the agreed upon arbitrator or to FMCS-OAS within twenty (20) working days of the notice of intent to arbitrate, shall not be arbitrable under the terms of this Agreement.

2. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provisions of this Agreement and shall be without power and authority to make any decision:
 - a. Contrary to, or inconsistent with or modifying in any way, the terms of this Agreement.
 - b. Concerning the discipline or discharge of employees for engaging in a strike, slowdown or stoppage of work who exercise their right under Section 6 of Act 379 of the Public Acts of 1965.
 - c. Concerning appeals to the Mayor pursuant to applicable State Law.
 - d. Granting any wage increases or decreases.
 - e. Granting any right to relief for any period of time whatsoever prior to the effective date of this Agreement.
 - f. Relative to position classification either temporary or permanent.
 - g. Contrary to, the City's right to establish, adopt, amend, promulgate, and enforce uniform work rules for its departments, as long as the work rules are not in violation of this Agreement.

3. The arbitrator shall have no authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations, or discretions which by State law or City Charter, the City cannot delegate, alienate or relinquish, nor to rule on the purchase of buildings or equipment.
4. No settlement at any stage of the grievance procedure except an arbitration decision, shall be a precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceeding.
5. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to his/her removal from the City payroll, and payments from Unemployment Insurance, Social Security Disability, Welfare, Aid to Dependent Children, and City funded Long Term Disability Insurance, Sickness and Accident Insurance and Automobile Accident Income Replacement Insurance. Where appropriate, the City shall reimburse those agencies and insurance funds so as to not affect the employees equity therein.
6. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case, except by mutual agreement of the parties.
7. There shall be no appeal from the arbitrator's decision if made in accordance with his/her jurisdiction and authority under this agreement. The arbitrator's decision shall be final and binding on the City, on the employee or employees, and on the Association.
8. In the event a case is appealed to an arbitrator and he/she finds that he/she has no power or authority to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
9. The expense of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. The aggrieved and the Association President shall not lose time or pay for time off the job while attending the arbitration proceedings.
10. Except as specifically provided herein, or in supplements hereto which are part of this Agreement, the parties understand and agree that in making this contract they have resolved for its

term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are not excluded from arbitration.

8. STIPULATIONS TO THE GRIEVANCE PROCEDURE

A. Any grievance settlement shall be made in accordance with the terms and spirit of this Agreement.

B. Any grievance under this Agreement which is not filed in writing within fifteen (15) working days after the grievance arises or is made known to the employee or the Association, shall not be considered a grievance.

C. The time elements in the first four (4) steps can be shortened or extended or steps may be eliminated by mutual agreement.

D. The Association may withdraw any grievance without prejudice at any step, up to and including the Appeal and Review Board step.

E. In the event the City fails to respond within the time limits specified, the appropriate Association representative may appeal the grievance to the next step of the grievance procedure.

9. DISCHARGE AND SUSPENSION APPEAL PROCEDURE

A. The Employer agrees upon the discharge or suspension of an employee, to notify, in writing, the Association representative of the discharge or suspension. The Employer will endeavor to notify the Association Representative at the same time that the employee is notified, but in no case shall notification be delayed beyond forwarding by U.S. Mail prior to the close of the next workday.

B. Upon request, the Employer or his/her designated representative will discuss the discharge or suspension with the employee and the Association representative.

C. Should the designated Association representative consider the discharge or suspension to be improper, the matter may be referred to Step 3 of the grievance procedure so long as this is done within five (5) working days of the notice given to the Association representative.

D. In imposing any discipline on a current charge, the City shall not take into account any prior infractions which occurred more than fourteen (14) months previously.

The City agrees that the disciplinary action procedure should be corrective and progressive in nature and that selection of discipline in any specific case should be appropriately based on the circumstances of the offense and the employee.

10. SPECIAL CONFERENCES

A. Special Conferences shall be arranged between the Association and the Department Head or his/her designated representative upon the request of either party. Such meetings shall be between no more than three (3) representatives of the Department and no more than three (3) representatives of the Association. Arrangements for such a special conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. A copy of the request and agenda shall be sent to the Labor Relations Division for informational purposes.

B. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m., and 4:00 p.m. The members of the Association shall not lose time nor pay for time spent in special conference.

C. On certain matters that concern employees of more than one (1) department, conferences shall be arranged between the Association representatives and the City's Labor Relations Division, in which case the representational limitations stated in A shall not apply.

D. Special conferences shall be held within ten (10) working days after a request is made. The Association shall be allowed at least twenty-four (24) hours notice of the time and place the meeting will be held.

E. The authorized Association Representatives may meet at a place designated by the City on the City's property, for not more than one (1) hour immediately preceding a special conference.

F. Within ten (10) working days of the date of the special conference, the City shall submit to the Association President a written position statement on matters taken up in special conference.

11. LEAVES OF ABSENCE

A. Leaves of absence without pay may be granted for reasonable periods for the following purposes:

1. Temporary physical or mental incapacity.
2. Training related to the employee's regular duties in an approved educational institution.
3. Military service.

Leaves of absence may be granted for other reasons than those listed above where in the judgment of the City such leaves are deemed beneficial to the City.

B. To be eligible for a leave of absence, the employee must have completed one (1) year of continuous classified service immediately prior to the leave. This requirement shall not apply to leaves for military service.

C. Leaves of absence (excluding military) may be extended for periods up to two (2) years. After two (2) years, the person's name may be placed on the preferred eligible list for an additional two (2) years. Seniority of persons on leave of absence shall be governed by the Seniority article of this Agreement.

D. Unless otherwise provided for, the procedure for the administration of this Article shall be in accordance with Personnel Department Rules.

12. SENIORITY

A. SENIORITY is hereby defined as the length of continuous service beginning on the date of legal certification to a position in the classified service of the City of Detroit, or the date of induction into such classified service as provided by law. Effective July 1, 1978, employees who are certified for employment but not hired within thirty (30) days of such certification, shall have their date of hire recorded as their date of seniority and certification.

Seniority, as defined above and in accordance with the Rules of the Personnel Department incorporated herein by reference is established primarily to serve as a basis for determining the order of demotion or lay-off in the event of a reduction in force and the re-employment rights of employees.

B. SENIORITY LIST: The City will furnish to the Bargaining Unit, once a year, a seniority list showing each employee's name, address, department, classification, pension number, social security number, and total City seniority date. This information shall be organized in a format mutually agreeable to the Bargaining Unit and the City.

C. LOSS OF SENIORITY: An employee shall lose his/her seniority for the following reasons only:

1. The employee resigns or quits.
2. The employee retires on regular service retirement.
3. The employee is discharged or permanently removed from the payroll and the separation is not reversed through the grievance procedure.
4. The employee does not return at the expiration of a leave of absence.
5. The employee does not return to work when recalled from layoff as set forth in the recall procedure.

D. SUSPENSION OF SENIORITY CREDIT: An employee shall not lose his/her accrued seniority but shall not accumulate additional seniority credit during the following periods:

1. Layoffs resulting from reduction in force which exceed three (3) years.
2. Leaves of absence which exceed one (1) year.
3. Non-duty disability retirements which exceed one (1) year.
4. Voluntary layoffs.

E. Any employee who is absent from duty for three (3) consecutive work days without specific leave from his/her department and who fails to notify the employer within those three (3) days (except in cases of proven unabling emergency), shall be deemed to have quit his/her employment from City service and to have vacated his/her position. Any such absence shall be without pay unless otherwise approved by a subsequent action by the employer.

13. PROBATION PERIODS

A. Probation periods are recognized as "working test" periods used to supplement other evaluation to determine whether the employee fully meets the qualifications of the class. Probation periods are required in all cases of initially certified new hires, employees transferred or promoted, employees recertified to a new title, reinstated employees and other cases as provided in Personnel Department Rules.

B. The length of the probation period for all employees hired, promoted, transferred or placed into classifications represented by this Association shall be six (6) months.

C. In the case of initially certified new hires, the Association shall represent the employees during the probation period for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment except discharged and suspended employees for other than Association activities.

D. During an employee's initial hire probation period, the employing department may, in accordance with Personnel Department Rules, extend the probation period or take action to discharge the employee as a probationary employee. In the case of an unsatisfactory employee who has classified status, the employing department may extend the probation period or take action reverting the employee to his/her former classification, unless a discharge for cause is appropriate.

E. When an employee satisfactorily completes the probationary period, he/she shall be entered on the Seniority List of the Association for the classification in which he/she is employed.

14. TEMPORARY ASSIGNMENTS

A. Employees are to be assigned job duties and responsibilities which are appropriate to their classification. An employee shall not be assigned to perform work which falls outside of his/her classification except for short-term training purposes, short-term emergencies and in cases of emergency or other situations resulting from factors beyond the control of management which cannot be anticipated or planned for in the normal course of departmental operations and where such assignment is necessary to effectively carry out departmental operations.

B. When an employee is assigned to perform work clearly outside of his/her classification which involves special higher-level skills or is assigned and given responsibility to perform the preponderance of duties regularly performed by employees in a higher class for a period greater than thirty (30) calendar days the department shall take steps to see that the employee so assigned shall be compensated at the appropriate rate for the work performed in excess of the thirty (30) days. Questions concerning out-of-class work claims shall be determined by the Job Analysis Section of the Personnel Department.

C. Performing the duties of an employee in the higher classification in series during short-term absences and normal vacation periods shall not be construed as being out-of-class work assignments.

D. If an employee believes that his/her regularly assigned set of duties and responsibilities are not properly allocated to his/her current title, the employee or the Association may request the Job Analysis Section of the Personnel Department to conduct a classification survey of the employee's job as provided in Personnel Department Rules.

E. Any out-of-class or temporary assignment in excess of six (6) months will be a proper subject for a Special Conference between the Association and the Department to discuss feasibility of filling the position on a permanent basis.

15. REDUCTION IN FORCE

In the event of a reduction in force affecting members of the bargaining unit, the following procedure shall be applicable.

SECTION 1 - REDUCTION IN FORCE TERMS DEFINED

A. A reduction in force is a reduction in the number of employees in a given class in a department of the City for lack of work, lack of funds, or reasons other than the acts or delinquencies of employees.

The expiration of a limited-term certification or change of status shall not be considered a reduction in force.

- B. A lay off due to reduction in force is the removal of an employee from a position in a department and from the classified service of the City of Detroit, subject to the recall rights provided under this Rule.
- C. A demotion due to reduction in force is the removal of an employee from a position in a class in a department by change of status to a position in a lower class.
- D. A transfer due to reduction in force is the removal of an employee from a position in a class in a department by change of status to a position in another class which is at the same level.
- E. A voluntary lay off is a removal of an employee from the classified service of the City of Detroit which is made at the request of and for the convenience of the employee.
- F. Unless otherwise indicated, seniority shall mean total city seniority as determined in accordance with Personnel Department Rules.
- G. An employee acquires status in the classified service by certification in accordance with Section 6-510 of the City Charter and the Personnel Department Rules III and IV.
- H. An employee who is certified, promoted, transferred, or demoted to a position in a class on a regular permanent basis or permanent-subject to continuing availability of program funding, acquires permanent status in the class, provided he/she has satisfied all qualification requirements of the class including completion of any required probation period. An employee can have permanent status in only one class at a time.
- I. An employee who is certified, promoted, transferred or demoted to a position in a class only for a specified term or conditional event, or where the certification or status change states that such employment is limited to assignment on a particular project, acquires limited-term status in the class.

SECTION 2 - ORDER AND MANNER OF REDUCTION

Reduction in force shall be by class in a department and shall be made from among all employees in the same class in that department.

A. Within the department, the following categories of employees shall be removed first:

1. Provisional employees shall be separated by terminating their services; provided, however, that employees provisionally employed in the class who hold permanent status in some other class shall revert to the class in the department from which they were provisionally promoted or transferred.
2. Employees who have not completed their initial probationary period shall be laid off in accordance with their seniority, the least senior employees being laid off first.
3. Employees hired on a limited-term basis shall be laid off in accordance with their seniority, the least senior employee being laid off first.

B. In the event it is necessary to reduce the number of permanent status employees in the class, the order of removal shall be as follows:

1. Employees in the class on a limited-term basis and employees in the class on a permanent basis who have not completed the required probationary period, but who hold permanent status in some other class, shall revert to the class in the department from which they were promoted or transferred. Removal shall be in accordance with their total City seniority, the least senior employee to be removed first.
2. Employees in the class on a permanent basis shall be removed in accordance with their total City seniority, the least senior employee to be removed first. Such employees shall be laid off subject to the following demotion or transfer rights within the department:

(a) Demotion in Series

If the employee is in a class in an occupational series, the employee shall have the right to be demoted to a position in a lower class in the series, provided there are one (1) or more employees in the lower class in the department having less total city seniority. (The least senior employee displaced as a result shall be subject to demotion, transfer or layoff in accordance with applicable provisions of this Rule.)

An employee who waives his/her right to demotion to the next lower class in series and is laid off, shall lose all rights to city-wide displacement as provided for in Section 3 and restoration rights as provided for in Paragraph A of Section 4.

(b) Demotion or Transfer to a Formerly Held Class

If the employee has previously held permanent status in another class not in series which is at the same or lower level, the employee may elect demotion or transfer to such class, provided there are one (1) or more employees in the class in the department having less total city seniority. (The least senior employee displaced as a result shall be subject to demotion, transfer or layoff in accordance with applicable provisions of this Rule.)

An election to accept a demotion or transfer to a formerly-held class is optional for employees who also have a right to a demotion in series.

(c) Change of Status to Vacant Positions in Other Classes

If the employee has exhausted his/her rights to demotion or transfer under (a) and (b) above, the department may, in so far as the interests of the service permits, propose transfer or demotion of the employee, to an available vacant position in any other class in the department for which the department believes the employee is qualified. Such proposed change of status shall be subject to the approval of the Personnel Director.

SECTION 3 - CITY WIDE DISPLACEMENT

Employees with permanent status who have been laid off in a class from a city department shall displace employees of the same classification in those categories listed in Paragraph A of Section 2 on a City-wide basis. In addition, laid off permanent employees who have one (1) or more years of classified service shall displace other permanent employees in the same classification of lesser seniority on a City-wide basis; and if there are no lesser seniority employees in the same classification, shall have the right to displace lesser seniority employees in a lower class in the same occupational series. Employees who fail to exhaust their eligibility for demotion to the next lower class in series in their department shall lose their eligibility for City-wide displacement. (Least senior employees displaced under this section shall be subject to demotion, transfer or layoff in accordance with applicable provisions of this Rule.)

Displacement of lesser seniority employees across departmental lines shall be accomplished by layoff and displacement certification and shall coincide with the effective date of the lay off, if possible, but in any event within thirty (30) days of the effective date of layoff of employees having displacement rights.

SECTION 4 - RE-EMPLOYMENT PROCEDURES

- A. Employees with permanent status in the class who were laid off, demoted, transferred, or laid off and certified to a lower class as a result of a reduction in force shall have their names maintained in order of their total city seniority on a special register ("blocking list") in the Personnel Department. Such employees shall be entitled to recertification, promotion or transfer from the register to any vacancy in the class from which they were demoted, transferred or laid off, or any lower class in the same series in any city department, before any such vacancy can be filled by certification, promotion, or transfer.

An employee's name shall remain on the special register until he/she is restored to the classification (or equivalent level) from which he/she was demoted, transferred or laid off, or waives an offer of such restoration.

- B. Laid off employees who elect layoff in lieu of demotion in series shall be placed on the preferred eligible list for the class in which they were laid off and shall be recertified to available vacancies in this class in the order of their total city seniority from the list.
- C. Laid off employees shall be placed on preferred eligible lists for all other classes in which they have held permanent status and shall be offered certification to available vacancies in these classes in the order of their total city seniority from such lists, provided that employees who were laid off in such classes have been first recalled.

Should a laid off employee on a preferred eligible list waive an offer of employment to a position in the class, his/her right to remain on that list shall terminate.

- D. In the absence of a preferred eligible list for a class, laid off employees shall be certified to requisitions for positions in such class from higher, equivalent or allied lists which have been determined to be appropriate by the Personnel Director.
- E. Reemployment provisions in this Section do not apply to persons laid off and separated from City employment for a period of (4) years.

SECTION 5 - EFFECT OF JURISDICTIONAL LINES

The order of lay off, demotion and re-employment shall not be altered by bargaining unit jurisdictional lines and employees shall carry their total city seniority across jurisdictional lines for reduction in force purposes.

SECTION 6 - EMPLOYEES HOLDING MULTIPLE TITLES

In determining an employee's rights under this Rule, an employee can have permanent status in only one (1) class at a time. An employee who carries a multiple title shall have permanent status in the lowest class of his/her multiple title or the class in which he/she last held permanent status on a single title basis, unless there is a contractual agreement which otherwise identifies the class in which the employee has permanent status, or official action is taken designating such class based upon the nature and history of the employment. Such agreement or official action must be completed at least ninety (90) days prior to the announcement of the reduction in force.

SECTION 7 - CONDITIONAL WAIVER OF EMPLOYEE RIGHTS

Where the City anticipates that a reduction in force will not exceed thirty (30) days, an employee in a class subject to reduction in force and his/her employing department may agree to a conditional waiver of the employee's seniority rights for a specified period not to exceed thirty (30) days. This conditional waiver must be in writing and be approved by the Personnel Director. It is recognized that an out-of-seniority lay off resulting from such waiver is for the benefit of the City and the employee retains the right to exercise all rights to restoration, demotion, transfer and displacement at the end of the specified period.

SECTION 8 - PREEMPTIVE LAY OFF REQUESTS

If a reduction in force in a department is imminent or taking place over an extended period of time, any employee who has been identified as being subject to layoff, may request in writing that he/she be laid off prior to the date when he/she would be reached for such layoff. Such request is subject to approval of the employing department and the Personnel Director.

Employees who are granted an effective date of layoff earlier than the scheduled layoff date shall retain the same rights which they would have had had they been laid off as scheduled.

SECTION 9 - STATUS CHANGES IN ANTICIPATION OF LAY OFFS

Where the Personnel Department shall find that any status change was made either to avoid the layoff of or to cause the layoff of any employee, upon finding by the Personnel Director that such status change was made for reasons other than the good of the service, such status change shall be set aside and proper layoff made; provided, however, this section shall not apply to status changes of more than six (6) month's standing.

SECTION 10 - RETENTION OF REEMPLOYMENT RIGHTS

To remain eligible for reemployment rights provided for under Section 4, laid-off employees must continue to maintain their residency in the City of Detroit or other approved area if applicable, unless specific permission to temporarily move out of the City is granted by the Personnel Director. Failure to obtain such approval prior to establishing residence outside of the City of Detroit shall result in removal of the employee's name from all reemployment lists.

NOTE: Medical Evaluation of Persons Recalled from Layoff - Persons recalled for employment who have been off work for more than ninety (90) days shall be subject to the pre-employment medical evaluation required of all applicants for hire.

16. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

A. The City and the Association agree to cooperate in a policy of equal opportunity for all employees, to continue to prohibit discrimination because of race, color, creed, religion, national origin, age, political orientation, sex, sexual orientation, marital status, or non-disabling handicaps, except where based on a bona fide occupational qualification in accordance with applicable State and Federal laws, and to promote a full realization of equal employment opportunity through a positive and continuing effort.

B. The City and the Association recognize the provision of the City Charter which mandates the City Personnel Department to take affirmative action, as required by the constitutions of Michigan and the United States.

In accordance with this provision, the City agrees:

1. To periodically provide the Association with statistical information concerning the composition of the City's work force and reports concerning policies and programs for achieving equal opportunity in employment.
2. To make available representatives of the Affirmative Action Unit of the Personnel Department to meet with representatives of the Association to exchange information and discuss Affirmative Action activities.

17. SAFETY

The City agrees that it will not assign any employee to any known unsafe operation or assign any employee duties known to be detrimental to that employee's health and safety, and the City will take into consideration the physical condition of the employee and assignments for which safety training is normally required.

Any disputes regarding safety shall be a proper subject for a Special Conference.

18. MAINTENANCE OF CONDITIONS

Wages, hours, conditions of employment, and current proper practices which are beneficial to the employees at the execution of this Agreement shall, except as provided herein, be maintained during the term of this Agreement.

19. CALL BACK

When an employee is called to work an unscheduled shift or overtime, he/she shall receive the overtime for the hours worked or a minimum of four (4) hours on a straight time basis, whichever is greater.

20. MISCELLANEOUS

A. All salaried employees will have their hourly rates computed by dividing their annual salary by 2080 hours.

B. Deferred Compensation Plan: Employees shall be eligible for a Deferred Compensation Plan made available by the City. Participation in the Plan shall be optional with each employee.

C. The basic annual step increment for salary classifications will be five (5%) percent of the employee's salary as of the date the increment is normally paid, not to exceed the maximum rate for the classification.

D. Effective July 1, 1980, employee benefits for those employees sixty-five (65) years of age and older may be modified as permitted by law but shall not result in any additional cost to the employee, (e.g. coordination of medicare/medicaid coverage with City hospitalization coverage).

21. WORKER'S COMPENSATION

A. All employees shall be covered by the applicable Workers' Compensation laws and related benefits. An employee sustaining injury or occupational disease arising out of and in the course of City employment shall be continued on the payroll and his/her time shall be charged to his/her sick leave reserve for all days not covered by Workers' Compensation payments; provided that in the absence of any sick leave reserve he/she shall be paid regular wages or salary to the extent of two-thirds of his/her daily wage or salary but for a period not to exceed seven (7) days; provided also that where the employee has off-time banks and receives income under the Worker's Compensation Act, such income shall be supplemented by the City from his/her off-time banks in an amount sufficient to bring it up to ninety-five (95%) percent of his/her weekly take-home pay. For the purposes of this article, take-home pay is defined as gross pay from the City less Social Security deductions, and less Federal, State and City income tax withholding amounts based on the employee's actual number of dependents. Employees shall be eligible to earn current sick leave.

B. Employees shall not be eligible for holiday pay nor earn additional vacation or reserve sick leave when they are being paid Workers' Compensation benefits.

C. The City agrees to continue hospitalization and life insurance benefits for employees with one (1) or more years of seniority who have been approved for Workers' Compensation benefits for a period of nine (9) months after they go off the payroll. Thereafter employees will be entitled to benefits which accrue to them through the Pension Plan and the Income Protection Plan.

NOTE: In order to continue hospitalization and life insurance benefits, employees are responsible for their portion of the premium as required by the Contract. Those deductions will be made automatically while they remain on the payroll because they are supplementing. Once they leave the payroll, they must make arrangements with the Pension Bureau to pay those premiums in order to continue coverage.

22. UNEMPLOYMENT COMPENSATION - SUPPLEMENTAL UNEMPLOYMENT BENEFITS

A. Unemployment Compensation

Employees covered by this agreement shall receive unemployment benefits in accordance with the unemployment insurance plan administered by the Michigan Employment Security Commission under the Michigan Employment Security Act.

B. Supplemental Unemployment Plan

Subject to all of the following rules and qualifications, employees shall be entitled to Supplemental Unemployment Benefits.

Section 1. Application for Supplemental Unemployment Benefits.

No employee shall be eligible for S.U.B. unless and until he/she shall have made due application therefore in accordance with the procedure established by the City and shall have met the eligibility requirements of Section 2 of this article. Such an employee shall be considered as an applicant.

Section 2. An applicant shall be eligible for S.U.B. only if he/she is on layoff from the City with respect to the week for which application is made, and he/she did not work for another employer during such week, and if

- a) such layoff
 - 1) was from the Bargaining Unit;
 - 2) occurred in a reduction in force;
 - 3) was not for disciplinary reasons and was not a consequence of (i) any strike, slowdown, work stoppage, picketing (whether by his/her bargaining unit or any other), or concerted action, or any dispute of any kind involving City employees, or (ii) any fault attributable to the applicant, or (iii) any war or hostile act of a foreign power (but not government controls or regulation connected therewith), or (iv) sabotage or insurrection, or (v) any act of God and
 - 4) was not self elected.

- b) with respect to such week, the applicant:
- 1) had sufficient seniority to be eligible for one (1) week's benefit,
 - 2) has registered at and has reported to an employment office of the Michigan Employment Security Commission as required by the MESC;
 - 3) has received unemployment compensation from MESC not currently under protest;
 - 4) has not refused to accept work when recalled pursuant to the Collective Bargaining Agreement and has not refused an offer by the City of other available work which the applicant has no option to refuse under the Collective Bargaining Agreement;
 - 5) has not failed to report for interview within five (5) working days after notice of recall from the City.
 - 6) has not failed through any fault of his/her own to report for hire at the employing department within five (5) working days after certification.
 - 7) was not eligible for and was not claiming any accident or sickness or other disability benefit (other than a disability benefit which would be payable to the applicant whether he/she was working full time or not or a survivor's allowance under Worker's Compensation laws), whether publicly or privately financed, or a pension or retirement benefit financed in whole or in part by the City;
 - 8) was not in military service;
 - 9) did not receive any unemployment benefit from, or under any contract, plan or arrangement of, any other employer, and he/she was not eligible for such a benefit from, or under any contract, plan or arrangement of, any employer with whom he/she has greater seniority than with the City;
 - 10) must have been on continuous layoff from the City for thirty (30) consecutive calendar days; whereupon he/she will be eligible retroactively for benefits commencing after the second week of lay-off.
 - 11) must not be on layoff from a classification designated as special service, limited term, part-time, provisional, contractual, limited status, or for which the duration of employment is listed as seasonal;
 - 12) must have at least eighteen (18) months total City seniority;
- c) an employee shall forfeit permanently all eligibility for S.U.B. if he/she shall misrepresent any material fact in connection with an application by him/her for any S.U.B. or other unemployment compensation. Furthermore, he/she shall be subject to disciplinary action upon his/her return to active status.

Section 3. Powers and Authority to the City

The City shall have such powers and authority as are necessary and appropriate in order to carry out its duties under this Article, including without limitation the following:

- a) to obtain from employees, persons filing applications for benefits, eligible persons and elsewhere such information as the City shall deem necessary in order to carry out its duties under this article.
- b) to investigate the correctness and validity of information furnished by any person who applies for a benefit;
- c) to make appropriate determinations pursuant to this article;
- d) to require an applicant to exhibit his/her MESC Unemployment Benefit check for the week with respect to which application for S.U.B. is made, or to submit evidence satisfactory to the City of receipt or entitlement to receive a MESC unemployment benefit.

Section 4. Amount of Weekly Supplemental Benefit

An applicant who meets all the eligibility requirements of this article shall be entitled to a weekly Supplemental Unemployment Benefit in the amount of thirty (\$30.00) dollars.

Section 5. Duration of Supplemental Benefit

An eligible applicant shall be entitled to one (1) week of S.U.B. for every month of total City seniority, not to exceed in any case a maximum of twenty-six (26) weeks duration for any continuous layoff.

Section 6. All compensation received under this Article shall be offset against any claim for back wages.

23. JURY DUTY

A. An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay for all days he/she is required to serve on jury duty.

B. In the event that an employee reports for jury duty but does not actually serve on a jury, he/she will be paid the difference between the jury pay received and his/her regular day's pay and be excused for the day.

C. In order to receive payment for jury duty supplementation, an employee must have been regularly scheduled to work on a non-overtime basis, must give reasonably prompt prior notice to his/her supervisor that he/she has been summoned for jury duty, and must furnish satisfactory evidence that he/she reported for or performed jury duty on

the days for which he/she claims such payment, provided that the department head shall have discretion in seeking to have the employee excused where his/her services are essential. The provisions of this section are not applicable to an employee, who, without being summoned, volunteers for jury duty.

The jury duty supplementation shall not apply to special service, contractual, temporary or other employees with less than one (1) year of seniority.

D. When properly notified by an employee under the terms of Section C, the department shall, if necessary, reschedule the work assignment of the employee so as to coincide as closely as possible with the jury duty schedule. This reassignment shall take precedence over other conflicting sections of this contract.

E. Employees shall have the option when called to jury duty to use vacation or compensatory time for such service. In that event, the employee will not be required to turn in his/her jury pay. However, the employee must notify the department of his/her desire to exercise this option prior to the first date of jury service.

F. Jury Duty shall be considered as time worked.

G. An employee on Jury Duty will be continued on the payroll and be paid at his/her straight time hourly rate for his/her normally scheduled hours of work. Upon return from jury duty, the employee shall present evidence of the amount received from such jury duty and return that amount to the City, less any mileage allowance paid for the jury service.

If an employee fails to turn in his/her jury duty payment, the City will hold subsequent payments due to the employee until the City is reimbursed for all time lost due to the alleged jury duty service.

24. HOLIDAYS AND EXCUSED TIME OFF

A. Employees shall be entitled to the following seven (7) holidays: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Employees shall be entitled to three (3) swing holidays in each fiscal year. New employees shall be entitled to the first swing holiday after ninety (90) calendar days and the second swing holiday after one hundred eighty (180) calendar days and the third swing holiday after two hundred seventy (270) calendar days.

B. Employees shall receive eight (8) hours straight time pay for the above mentioned holidays. Where a holiday is concurrent with the employee's sixth or seventh work day, the Department Head shall have the option of paying for the holiday or granting equivalent time off with pay. When the City elects to give the employee time off, said time shall be granted at the request of the employee with the approval of the Department Head.

C. An employee shall be eligible for Holiday Pay or Excused Time Day Pay provided he/she shall have received at least eight (8) hours of pay exclusive of overtime in the calendar week prior to, during or after the holiday or excused time day; provided the employee continues on the payroll through the holiday or excused time day in question and would otherwise be qualified for the holiday or excused time day.

For the purpose of this section, an employee shall be considered off the payroll if he/she is fired, quits, is on a formal leave of absence granted by the Personnel Department (generally over 30 days) or is laid off. An employee's payroll status not covered by the above shall be subject to a Special Conference. Criteria to be used to determine payroll status will be if the absence of the employee shall be for more than thirty (30) days.

D. If an employee is absent without just cause on a holiday or excused time day on which he/she is scheduled to work, he/she shall receive no pay for the holiday.

E. Double time will be paid for all hours worked on a holiday in addition to the straight time holiday pay due for a holiday as such.

F. Premium payments shall not be duplicated for the same hours worked.

G. Employees shall be granted four (4) hours of "Excused Time" on Good Friday or the last four (4) hours on the last scheduled paid day prior to Good Friday, and eight (8) hours of "Excused Time" on the last scheduled paid day before Christmas Day and before New Year's Day and for Veteran's Day, and the day after Thanksgiving, and Election Day as designated by the City Council, or an additional Swing Holiday in the event there is no designated Election Day, provided they are on the payroll through the excused time day in question. Employees required to work any portion of the "Excused Time" on these days will receive either equal time off for hours worked or additional pay at straight time for such hours at the option of the Department Head. No holiday premium will be paid for work on these days. When an employee is absent without good cause for the non-excused portion of the day, he/she shall forfeit this excused time for the day.

H. For the purpose of this Article, an employee shall be considered off the payroll if he/she engages in a work stoppage which extends through a holiday or excused time day. All benefits under this Article will be forfeited for the holiday or excused time in question.

I. If a Holiday or Excused Time Day falls on Saturday it shall be observed on the preceding Friday, and if a Holiday or Excused Time Day falls on Sunday it shall be observed on the following Monday for all employees except those assigned to six and seven day operations. Should two (2) consecutive Holidays or Excused Time Days occur on a Friday and Saturday, or on a Sunday and Monday, Friday and Monday, respectively, shall be designated as the official Holidays.

J. If an employee engaged in six or seven day operations works either the actual calendar holiday or the substitute holiday, he/she shall receive the holiday premium, but he/she will not be allowed to pyramid holiday premium for working both days.

1. An employee assigned to a six or seven day operations may be scheduled off for the holiday on either the calendar holiday or the substitute holiday.
2. When an employee works both the calendar holiday and the substitute holiday, the day selected as a holiday for pay purposes shall be the day which allows the employee the maximum pay credit for working both days.
3. If an employee works either the calendar holiday or the substitute holiday, but not both, he/she shall be paid holiday premium for the day worked.
4. If an employee is off sick on the calendar holiday, or the substitute holiday, or both, he/she shall receive holiday pay in lieu of sick pay on one of the two days. If he/she works either of the two days he/she shall receive holiday premium.
5. If an employee is AWOL on the actual calendar holiday, but works the substitute holiday, he/she shall not be entitled to holiday pay or holiday premium.

K. The City shall have the option to close all or part of its facilities for the Christmas and New Year's holiday season consistent with operating needs and the public service. Employees shall have the option of using vacation, swing holidays, compensatory time or no-pay for any days off during this period. If an employee has none of the above listed accrued time, departmental leave may be used if available. If an employee has no paid time accrued, and wishes to work, the City will make every attempt to place an employee in his/her department on a job

assignment consistent with their job classification and ability to perform the work.

In the event a department requires additional personnel during the period, the Personnel Department will be so advised. Employees who are without accrued time and are desirous of working during the period will contact their department Personnel Officer for available placement in another department.

The optional holiday season closing dates during the period of this agreement shall be:

December 26, 27, 28, 1989
December 26, 27, 28, 1990
December 23, 26, 27, 30, 1991.

The City shall notify the Union by November 1st of each year of whether it intends to implement a holiday shutdown. The City agrees to allow those employees who would have to be off without pay during the 1991-92 Christmas - New Year's shutdown, the option to use vacation time, if any, which has been earned but not yet credited for Monday, December 23, 1991. In the event an employee separates from the City service before the advanced vacation time would normally be credited, the City shall deduct the advanced time from his/her final prorated vacation payment or any other payment made to an employee upon separation from City service.

Any scheduled time off or uses of departmental leave days during these periods shall not be counted against the employees' attendance records nor (except for bonus vacation) adversely affect their benefits.

L. The Holiday Schedule during the term of this agreement is set forth in Exhibit III.

25. LONGEVITY PAY

A. Employees shall qualify for longevity pay as follows:

1. Employees may qualify for the first step of longevity pay, provided they have served as City employees for an accumulated period of five (5) years.
2. Employees may qualify for the second step of longevity pay, inclusive of the first step provided they have served as City employees for an accumulated period of eleven (11) years.

3. Employees may qualify for the third step of longevity pay, inclusive of the first and second steps, provided they have served as City employees for an accumulated period of sixteen (16) years.
4. Employees may qualify for the fourth step of longevity pay, inclusive of the first, second and third steps, provided they have served as City employees for an accumulated period of twenty-one (21) years.
5. Employees may qualify for the fifth step of longevity pay, inclusive of the first, second, third and fourth steps, provided they have served as City employees for an accumulated period of twenty-six (26) years.
6. The first step of longevity increment shall be one-hundred and fifty dollars (\$150). The second step of longevity increment inclusive of the first step, shall be three-hundred dollars (\$300). The third step of longevity increment, inclusive of the first and second steps, shall be four-hundred and fifty dollars (\$450). The fourth step of longevity increment, inclusive of the first, second and third steps, shall be six-hundred dollars (\$600). The fifth step of longevity increment, inclusive of the first, second, third and fourth steps, shall be seven-hundred and fifty dollars (\$750).

B. Employees who have qualified for longevity pay and have accumulated at least 1,800 hours of straight time regular payroll hours of paid time during the year immediately preceding any December 1 date or other day of payment will qualify for a full longevity payment provided they are on the payroll on the December 1 date or any other date of qualification. Except for employees first qualifying for increments, the payment will be made in a lump sum annually on the first pay date after December 1st.

No employee will be denied a full longevity payment on December 1st because of a temporary unpaid absence of twenty (20) continuous days or less extending through the December 1st date in question.

C. Employees who first qualify for longevity pay increments in any month after any December 1st date shall be paid such increment on a pro-rata basis upon attaining such qualification in the amount of a full increment less one-twelfth (1/12) thereof for each calendar month or fraction thereof from the previous December 1st date to date of such qualification.

D. Prorated longevity payments may be made between December 1 dates to qualified employees and officers who separate or take leave from City service, excluding those who are discharged, those who resign and those who resign with a vested pension. Such prorated longevity increment

shall be paid for time served on a full calendar month basis since the date of their last longevity payment; provided, that each month shall contain at least 160 straight time Regular Payroll hours of service.

E. All of the above provisions except as modified herein shall be in accordance with Chapter 13, Article 7 of the Municipal Code of the City of Detroit.

26. VACATIONS

A. ELIGIBILITY:

Employees inducted during the course of the fiscal year shall not be eligible for vacation leave without deduction of pay until they shall have earned at least 1,000 hours of paid time, exclusive of overtime or premium time, and until they have attained status as City employees for at least six (6) months. When employees qualify, as above stated, they shall be entitled to five (5) days of vacation leave. Once employees have earned at least 1800 hours of paid time, exclusive of overtime, and have attained status as employees for at least twelve (12) months, they are entitled to five (5) additional vacation days. In order that an employee's time may be computed on a fiscal year basis, on the July 1 following his first year anniversary date of employment the employee will be entitled to a prorated vacation leave, computed by multiplying the number of months remaining from the anniversary date, to the end of the fiscal year by 8.3 per cent of ten (10) days and rounding the product to the nearest whole number. Thereafter, his vacation shall be computed on a fiscal year basis.

B. The vacation schedule shall be as follows:

0-6 months	No vacation
6 months	5 days
1 year	Additional 5 days
2 through 5 years	10 days
6 years	11 days
7 years	12 days
8 years	13 days
9 years	14 days
10 through 12 years	17 days
13 years	18 days
14 years	19 days
15 years or more	20 days

C. VACATION PERIOD:

1. Vacations will, insofar as possible, be granted at a time most desired by employees according to their seniority.

2. When an official holiday occurs during a scheduled vacation, the employee shall be entitled to an additional vacation day.

3. If an employee becomes ill while on his/her vacation, or prior to, his/her vacation shall be re-scheduled after proof of such illness.

Employees who are on extended sick leave of one (1) month or more on any July 1st date, shall, upon prior written application to the department head and the Finance Director be entitled to a lump sum payment in lieu of time off for all vacation leave earned during the preceding fiscal year.

D. VACATION PRORATION:

Employees who fail to accumulate the required eighteen hundred (1800) straight time Regular Payroll hours, those who die and those who are separated from the service, either temporarily or permanently, so that it is apparent at the time of separation that they will not accumulate eighteen hundred (1800) hours of straight time pay, shall be entitled to vacation leave before such separation computed as follows: 8.3 per cent of the vacation credit of the previous July 1 multiplied by the number of calendar months in which employees have been paid for not less than one hundred and sixty (160) straight time Regular Payroll hours, and rounded to the nearest whole number. After eighteen hundred (1800) straight time hours are worked in a fiscal year, employees will be entitled to one-hundred per cent (100%) of their next July 1 vacation. In the special situation employees who have attained status for at least twelve (12) months but have not yet been placed on a fiscal year basis, and who are separated from the service, shall be entitled to prorated vacation leave, computed by multiplying the number of months worked from the one (1) year anniversary date to the date of separation by 8.3 per cent of ten (10) days and rounding the product to the nearest whole day. Current rules governing vacation shall otherwise continue to apply. This paragraph does not apply to part-time, seasonal or temporary employees.

E. CREDITING VACATION:

Eighty percent (80%) of anticipated annual vacation leave (rounded down to the nearest 1/2 day) will be posted to an employee's bank after he/she has accumulated sixteen hundred (1600) straight time hours in a fiscal year. The remainder of his/her time will be credited after he/she has worked eighteen hundred (1800) straight time hours. In the event an employee has been credited with more time than he/she has earned, on the succeeding July 1st, or date of separation, whichever comes first, the employee will have any vacation time credited but not

earned charged first against his/her existing vacation bank, then to his/her swing holiday bank, or failing sufficient time in those two (2) banks, he/she will be docked for the time.

F. VACATION PRORATION - LAYOFFS:

An employee who is laid off for an extended period of time beyond thirty (30) calendar days, will receive a lump sum bonus payment in lieu of any unused vacation credit including that accrued in the current fiscal year on a pro-rata basis according to Section D.

A recalled employee who received a lump sum bonus credit at the time of lay-off for the current fiscal year will have such credit deducted from the total vacation earned in the fiscal year in which he/she is laid off.

An employee who is laid off for thirty (30) days or less shall have the option of receiving a lump sum bonus payment in lieu of vacation or leaving his/her vacation intact.

G. RATE DURING VACATION: Employees will be paid their current base rate while on vacation. Employees with multiple classifications shall be paid an average current rate of pay computed from the ratio of time worked in each classification over the fiscal year immediately preceding such vacation.

H. If a regular pay day falls during an employee's vacation of one (1) week or more, he/she may request his/her check in advance before going on vacation and such request shall be granted.

I. Employees will be permitted to request the conversion of two (2) vacation days into "Prior Compensatory Time" in July of each year. Liquidation will be in accordance with the rules for compensatory time. Employees must liquidate this time by the end of the fiscal year in which it is credited.

27. SICK LEAVE

A. All employees who shall have completed three (3) months of continuous service shall be granted one (1) day of sick leave for every service month in which they have worked 80% of their scheduled hours, not to exceed twelve (12) sick leave days in any one (1) fiscal year. Sick leave earned after July 1, 1971 may accumulate without limitation.

The service month shall be defined in Exhibit II. All employees must be on the payroll for the entire month to be credited with sick leave.

B. Reserve sick leave of five (5) service days shall be granted on July 1st to each employee who was on the payroll the preceding July 1st and who has earned at least sixteen hundred (1600) hours of straight time pay during the fiscal year.

C. Sick leave may not be granted in anticipation of future service.

D. Sick leave balances shall be expressed in terms of hours and shall be posted on the employee's check stub.

E. Employees who have accumulated a total of forty-five (45) unused sick days on July 1, 1989, forty-seven (47) or more unused sick days on July 1, 1990 and fifty (50) or more on July 1, 1991, shall receive up to five (5) bonus vacation days based upon their sick leave usage in the previous fiscal year. Such time shall be credited according to the following table:

<u>Sick Leave Days Used In Previous Fiscal Year</u>	<u>Bonus Vacation Days To Be Credited on July 1st</u>
0 to 2	5
3	4-1/2
4	4
5	3-1/2
6	3
7	2-1/2
8	2
9	1-1/2
10	1
11	1/2
12 or more	0

F. Employees will have access to Departmental Leave Days in accordance with the Municipal Code and the Manual of Standard Personnel Practices. Permission will not be unreasonably withheld.

G. The above shall be in accordance with Chapter 13, Article 5, Section 2 of the Municipal Code of the City of Detroit except as modified by this article.

28. HOSPITALIZATION, MEDICAL INSURANCE, DENTAL
INSURANCE AND OPTICAL CARE

A. The City shall provide hospitalization and medical insurance based on the Blue Cross/Blue Shield ward service under the Michigan Variable Fee coverage (MVF-2) and the Prescription Drug Group Benefit Certificate with two dollar (\$2.00) co-pay (Certificate #87), known as the two dollar (\$2.00), deductible Drug Rider for employees and their legal dependents, duty disability retirees and their legal dependents, duty death beneficiaries and their legal dependents as provided by Chapter 13, Article 11 of the Municipal Code of the City of Detroit.

B. The City will pay up to the following amounts per month for hospitalization:

Single person	\$100.06
Two persons	238.29
Family	253.54

Fifty percent (50%) of any premium charges that exceed the above amounts shall be paid by the employees and fifty percent (50%) shall be paid by the employer.

C. Employees who wish to insure sponsored dependents shall pay the premium cost of this coverage.

D. The City will provide regular retirees and their spouses hospitalization and medical insurance based on the Blue Cross/Blue Shield ward service under the Michigan Variable Fee coverage (MVF-2) and the Prescription Drug Group Benefit Certificate with two dollar (\$2.00) co-pay (Certificate #87) known as the two dollar (\$2.00) deductible Drug Rider as provided by City Council in the 1977-78 Closing Resolution. The City will pay this premium for regular retirees and their spouses for only as long as they receive a pension from the City. For persons who retire on or after July 1, 1986, the City will pay up to the following amounts per month for hospitalization and medical insurance:

Single person	\$100.06
Two persons	238.29

Fifty percent (50%) of any increase over these amounts shall be paid by the retiree and fifty percent (50%) shall be paid by the City. The City will pay this premium for regular retirees and their spouses only for as long as they receive a pension from the City.

E. The City Blue Cross hospitalization plan for active employees and their dependents and retirees and their spouses shall include Blue Cross Master Medical insurance with a twenty percent (20%) co-pay benefit and a fifty dollar (\$50.00) per person annual deductible (\$100.00 for two (2) or more in a family).

F. Employees and retirees shall have the option of choosing alternative hospitalization medical coverage from any plan or program made available by the City. The City's contribution to the alternative plans or programs shall be limited to the premium cost for the level of benefits provided in Paragraphs B and D, as applicable. If at the end of any fiscal year an alternative hospitalization plan or program has failed to enroll fifty (50) employees city wide, the City shall have the option of removing that plan from the list of eligible plans or programs. Effective with the 1987-88 fiscal year all alternate carriers must account for their premium charges without distinguishing between active and retired employees using the following format:

Single Person
Two Persons
Family

G. The City shall provide for all active employees and their dependents a Dental Plan which shall be equivalent to the Blue Cross/Blue Shield program which provides Class I benefit on a 25% co-pay basis and Class II and III benefits on a 50% co-pay basis. Classes I, II, and III benefits shall not exceed \$1,000 per person per year. In addition, Orthodontic coverage shall be on a 50% co-pay basis with a \$1,000 life time maximum. Other terms and conditions regarding these plans shall be in accordance with the standard Blue Cross/Blue Shield policies regarding administration of such programs.

The City will contribute an equal amount per employee to a dental capitation plan made available to its employees.

Newly hired employees shall not be eligible for these benefits until they shall have worked 1,040 straight time hours.

H. The City will provide Optical Care Insurance through the Employee Benefit Board and such benefit will include case hardened lenses. Provided that the City's cost for eye care insurance will not be increased, the City agrees to institute an eye care enrollment between competing carriers by August 1, 1990. Employees will make a carrier selection during the enrollment period which will be effective for the following two (2) years.

I. If, during the term of this Agreement, a Federal Health Security Act is enacted, the City of Detroit will pay during the term of the Agreement any premium, taxes or contributions employees may be required to pay under a Federal Health Security Act that are specifically ear-marked or designated for the purpose of the Federal Program.

J. No insurance carrier shall be allowed to underwrite City Health Care Benefits unless it offers coordination of benefits.

K. Effective January 1, 1987, the City shall implement a Preferred Provider Prescription Drug program in its traditional hospitalization plan.

L. The City reserves the right to implement Health Care Cost Containment Programs during the term of the Contract. Said Cost Containment Program shall not diminish the levels of benefits provided in the basic plans but may require the insured to follow procedures prescribed by the carrier in order to be eligible for benefits. If premium levels remain below the 1982-83 base year premiums for coverage listed in paragraph B, the City will pay fifty per cent (50%) of that amount to an escrow account which shall be used to offset health care cost or to increase health care benefits.

29. FUNERAL LEAVE

A. If a death occurs among members of the employee's immediate family or household, the employee, provided he/she attends the funeral or memorial service, will be granted three (3) days leave not to be charged to sick leave; provided that such leave will be extended to five (5) days if the funeral or memorial service which the employee attends is more than 300 miles from the City of Detroit. When an employee is entitled to three (3) days leave under this provision, and the funeral or memorial service is within 300 miles of Detroit, he/she shall be granted two (2) days to be charged against current sick leave and then reserve sick leave upon his/her request.

B. Definition of Immediate Family: The immediate family is defined as wife, husband, son, daughter, brother, sister, father, mother, step-father, and step-mother.

C. If a death occurs among the relatives of the employee, the employee will be granted one (1) day leave, not to be charged to sick leave provided he/she attends the funeral. If the funeral which the employee attends is more than 300 miles from the City of Detroit, the employee upon his/her request may extend the leave by two (2) days to be charged against current sick leave and then reserve sick leave.

D. Definition of Relatives: Relatives are defined as grandson, granddaughter, grandmother, grandfather, brother-in-law, sister-in-law, uncle, aunt, mother-in-law, and father-in-law.

E. The Association President or his/her designee, with proper notification to the department head, shall be allowed one (1) funeral day, not to be charged to sick leave, in order to attend the funeral of a City employee who was a member of his/her Association on the day prior to his/her death.

30. RETIREMENT

A. Eligibility for Service Retirement Allowance - Any employee who is covered by the provisions of this Agreement and who is a member of the General Retirement System of the City of Detroit who later has thirty (30) or more years of credited service may retire upon his/her written application filed with the Board of Trustees setting forth the date, which shall not be less than thirty (30) nor more than ninety (90) days, subsequent to the execution and filing of said written application, he/she desires to be retired. On the date so specified for his/her retirement he/she shall be retired notwithstanding that pending such period of notification he/she may have separated from City service. Upon his/her retirement he/she shall receive a Retirement Allowance as provided by the City Charter and Municipal Code.

B. Retirement benefits shall be modified to include an optional coordination of benefits between regular retirement benefits and Social Security benefits for those employees who retire with a regular retirement from the City prior to becoming eligible for Social Security payments. Such coordination of benefits shall cause an approximate leveling of total monthly benefits derived from both the City's retirement system and Social Security without creating any additional actuarial costs.

C. All Retirement and Pension Plan Provisions provided for by the City Charter and Municipal Code are incorporated herein by referral unless otherwise specifically modified by this Agreement.

D. For employees hired on or after July 1, 1980, the vesting provisions of the City Retirement Plan shall require ten (10) years of service regardless of age in lieu of the current age and service requirements.

E. For employees who separate from City service with a vested pension prior to reaching eligibility for a regular service retirement, time earned after July 1, 1986 shall not be factored into the formula for determining their pension benefit until they shall have attained age 62. This position will not affect the current practice governing disabled employees.

In the event that any law, state or federal, is passed during the term of this agreement which permits employees to vest their pension prior to meeting the vesting requirements set forth in this contract, any employee who vests his pension in such a manner shall not be eligible for any pension benefits until his sixty-second (62nd) birthday.

F. Employees, who become eligible for a pension under the vesting provisions of the plan, shall be ineligible for any of the hospital, medical or optical benefits provided for other retirees, spouses, dependents or beneficiaries.

G. Employee contributions to the general retirement annuity fund shall be made optional. Balances in the fund standing to the individual credit of employees discontinuing contribution shall be maintained with accumulated interest to be paid out to the employee upon separation from the City. Employees qualified under the pension vesting provision of the general retirement system may withdraw their annuity with accumulated interest upon separation.

H. Members of the general City pension system shall be entitled to change their pension option from either option 2 or option 3 to a straight life pension after they have commenced collection of the pension if the member's beneficiary predeceases the member. The actuarial cost of the change in benefit shall be borne by the member who seeks change in his option election.

31. UNUSED SICK LEAVE ON RETIREMENT

A. Employees shall be entitled to payment for unused sick leave on retirement as follows:

Upon retirement, or death with twenty (20) years of service, an employee shall be entitled to payment of one-half (1/2) of their unused sick leave.

B. The payments will be made as part of the Employee's Pension Program, or the Employee's Benefit Plan, or through the Finance Department.

C. At the employee's option, he/she can elect to have up to the amount permitted by law of his/her unused sick leave payment deposited in his/her deferred compensation account with the balance paid to the employee.

32. DEATH BENEFITS AND LIFE INSURANCE

A. DEATH BENEFITS

Death benefits for all regular City employees are authorized by the City Charter, Title IX, Chapter VIII. The City Code, Chapter 13, Article 8, Section 8, currently provides a death benefit of \$5,500.00.

1. MEMBERSHIP

Mandatory for regular employees.

2. CONTRIBUTIONS

By the City - \$13.30 per year per employee.

By the employee 20¢ per week or \$10.40 per year.

If during the term of this Agreement, the Employee Benefit Board approves an increase in the death benefit eligible for payment to members of the plan, the parties agree that this increased benefit will be applicable to employees covered by this Agreement.

B. Payment for employees killed or permanently disabled in line of duty:

1. A lump sum duty death benefit of \$10,000 will be paid to the beneficiaries or estate of employees who are killed or who die as a direct result of injuries sustained in the actual performance of their duties.
2. A lump sum payment of \$10,000 will be made to any employee who is totally and permanently disabled from illness or injury arising solely out of the actual performance of their duties. "Totally and permanently disabled" shall be defined exclusively as follows:
 - a. Total and permanent loss of sight of both eyes.
 - b. Loss of both legs or both feet at/or above the ankle.
 - c. Loss of both arms or both hands at/or above the wrist.
 - d. Loss of any two of the members or facilities enumerated in (a), (b), (c).
 - e. Permanent and complete paralysis of both legs or both arms or one leg and one arm.
 - f. Incurable insanity or imbecility.

A claimant to benefits under this Paragraph shall have the right to present any written information in support of the claim which shall become part of the records reviewed by the physician appointed by the Finance Director and the Medical Board of Inquiry, should a Board of Inquiry be formed.

The Finance Director shall appoint a physician who shall examine the medical records and findings and with respect to rights of claimants, the physician may also personally examine the claimant. Said physician shall within sixty (60) days of appointment file a written report regarding his medical findings which report shall include a recommendation as to whether or not the claimant is entitled to the benefits.

Should either the claimant or the Finance Director disagree with the medical findings of the physician so appointed and the claim for benefits is denied, the claimant or the Finance Director must so indicate to the other in writing the demand for a Medical Board of Inquiry.

The Medical Board of Inquiry shall consist of three (3) physicians or surgeons appointed by the Wayne County Medical Society. The Medical Board of Inquiry shall examine all medical findings and within sixty (60) days of its formation shall file with Finance Director written report of its findings, which as to the benefits provided herein shall be final and binding as to the medical finding. The Finance Director shall pay the fees of the physician named by him/her and the fees of any Medical Board of Inquiry formed.

3. Employees who receive a permanent disability payment under this article shall be ineligible for the \$10,000 Duty Death Benefit described in Section B-1 above.

C. GROUP LIFE INSURANCE

A group life insurance program for the employee and his/her family is available for all members of the Employees Benefit Plan on an optional basis, under the provisions of the City Code, Chapter 13, Article 9.

1. Membership - Optional for members of the Employees Benefit Plan.
2. Contributions - The City shall pay approximately sixty percent (60%) of the premium for insurance up to and including \$12,500. The employee shall pay forty percent (40%) of the premium for insurance up to and including

\$12,500. The employee shall pay the full cost of any insurance in excess of \$12,500.

3. Benefits - Employees:

<u>Yearly Pay</u>	<u>Amount of Insurance</u>
Under \$5,000	\$ 3,750
\$5,000 to \$7,500	\$ 6,250
\$7,500 to \$10,000	\$ 9,375
Over \$10,000	\$12,500

4. Additional life insurance inclusive of the \$12,500 of insurance shown above is available through this plan at the employee's expense as follows:

<u>Yearly Pay</u>	<u>Amount of Insurance</u>
\$12,500 to \$15,000	\$15,000
\$15,000 to \$17,500	\$17,500
\$17,500 to \$20,000	\$20,000
\$20,000 to \$22,500	\$22,500
\$22,500 to \$25,000	\$25,000
\$25,000 to \$27,500	\$27,500
\$27,500 to \$30,000	\$30,000
\$30,000 to \$32,500	\$32,500
\$32,500 and above	\$35,000

5. BENEFITS - DEPENDENTS:

<u>Cost of Employee</u>	<u>Amount of Insurance</u>
-------------------------	----------------------------

a) For employees hired prior to December 21, 1973

25¢ per week	\$1,500 each dependent
70¢ per week	\$5,000 each dependent

b) For employees hired on or after December 21, 1973

70¢ per week	\$5,000 each dependent
--------------	------------------------

D.

1. Employees will be able to purchase insurance which is approximately equal to their annual salary or they may choose to purchase insurance which is approximately equal to two (2) times their annual salaries in accordance with the following:

<u>Yearly Pay</u>	<u>Amount of Insurance Option 1</u>	<u>Amount of Insurance Option 2</u>
\$12,500 to \$15,000	\$15,000	\$30,000
\$15,000 to \$17,500	\$17,500	\$35,000
\$17,500 to \$20,000	\$20,000	\$40,000
\$20,000 to \$22,500	\$22,500	\$45,000
\$22,500 to \$25,000	\$25,000	\$50,000
\$25,000 to \$27,500	\$27,500	\$55,000
\$27,500 to \$30,000	\$30,000	\$60,000
\$30,000 to \$32,500	\$32,500	\$65,000
\$32,500 to \$35,000	\$35,000	\$70,000
\$35,000 to \$37,500	\$37,500	\$75,000
\$37,500 to \$40,000	\$40,000	\$80,000
\$40,000 to \$50,000	\$50,000	\$100,000
\$50,000 to \$60,000	\$60,000	\$120,000
And so forth in \$10,000 Increments	And so forth in \$10,000 Increments	And so forth in \$20,000 Increments

2. Subject to the agreement of and conditions determined by the current life insurance carrier, retirees shall have the option of converting all or part of their group life insurance to a life insurance policy at their own expense. Also, subject to the above conditions, employees who resign may continue their current coverage at their own expense. For retirees who elect to retain this coverage, the City shall deduct the premiums from their retirement checks on a monthly basis.

33. MILEAGE

1. Rates of Payment

When an employee covered by this Agreement is assigned to use his/her automobile to perform his/her job, he/she shall be paid mileage at the rate of 26¢ per mile. In addition, \$2.19 per day is to be paid for each day an employee is required to use his/her car for City business.

The City will continue to reimburse employees for the difference in premiums between business and pleasure insurance according to the formula approved by City Council for that purpose.

2. Definition of Reimbursable Mileage

- A. Trips from home to headquarters and back home shall not constitute reimbursable mileage.
- B. Trips in either direction between home and any officially designated point (when there is no specific headquarters) shall not constitute reimbursable mileage.
- C. Trips from headquarters (or from the designated starting point if he/she has no headquarters) to a job, from job to job, and if directed, back to headquarters or starting point, shall constitute reimbursable mileage.
- D. For those employees who do not report to a specific headquarters, or starting point on any given day, mileage in excess of fifteen (15) miles from home directly to a job at other than headquarters or starting point at the start of the work day and mileage in excess of fifteen (15) miles from a job located at other point than headquarters or starting point to home at the end of work day shall constitute reimbursable mileage.

3. Accident Payments

When an employee is involved in an accident while on City business resulting in damage to his/her automobile in excess of fifty dollars (\$50.00), the City will pay for unrecoverable collision damage in excess of fifty dollars (\$50.00) not to exceed \$250.00. Employees must furnish proof to their department of the time of an accident and the extent of the damages. Automobile accidents will be excluded from the City's regular small claims program.

4. In the event of an automobile breakdown during regular working hours, the time which an employee is allowed for servicing and repairing his/her automobile is to be left up to the department in which he/she works.

5. When an employee covered by this Agreement is regularly assigned to a job which requires the use of an automobile during his/her normal working hours, he/she shall be required to furnish said car. Other employees may be requested to use their cars when their job assignment requires the use of an automobile.

6. In order to receive mileage reimbursement an employee must actually use an automobile on City business.

34. COMPENSATION

1. 4% effective 7-1-89
4% effective 7-1-90
4% effective 7-1-91

2. Each employee covered by this Agreement whose minimum and maximum rates are over \$20,000 per year, shall, if these rates fall between even hundred dollar levels, have these rates adjusted to the next higher hundred dollar level.

35. OVERTIME

A. The City has the right to schedule overtime work as required by the City in a reasonable manner. Such overtime shall not be scheduled so as to reduce the work force.

B. Time and One-Half Overtime

Salary rated employees time and one-half shall be credited or paid to salary employees as follows:

1. Cash payment for all hours worked over forty (40) in one (1) service week except if such time is worked on a seventh day or a holiday.
2. Cash payment or credit for all hours worked on the sixth day, provided the employee has worked his assigned hours in the work week.
3. Cash payment or credit for all hours over eight (8) in one (1) service day except if such time is worked on a seventh day or a holiday.

C. Double Time Overtime

Double Time [two-hundred per cent (200%) of the basic or hourly rate] will be paid to hourly-rated and salary rated employees for work on the seventh day of the work week schedules as defined by Chapter 13, Article 2, Section 12 of the Municipal Code of the City of Detroit.

D. Premium payments shall not be duplicated for the same hours worked.

E. When an employee works overtime, meal periods and coffee breaks are unpaid time. For employees working in twenty-four (24) hour operations compensation will be in accordance with past practice.

F. Except as herein provided, the provisions regarding overtime shall be in accordance with Chapter 13, Article 2 of the Municipal Code of the City of Detroit and the State Minimum Wage Law.

G. All time paid under this contract and existing rules and ordinances for sick leave, holidays, vacation, jury duty time and time lost due to a job connected injury shall be counted as time worked for the purpose of computing overtime.

36. FLEX-TIME

The City agrees that a flex-time work schedule may be established on a pilot basis for bargaining unit employees represented by this Association. The format of this system will be developed on a departmental basis. Special conferences will be held with the Association President, the various Departments and the Director of Labor Relations and or his/her designated representative within thirty (30) days of the reaching of tentative agreement on this provision to establish a program. If agreed to by the department the program shall be effectuated within thirty (30) days thereafter.

In the event problems arise in any flex-time program, the Department or operating division involved shall request a meeting thereon, and the Association President and the Director of Labor Relations and or his/her designated representative will meet in special conference within fifteen (15) days of notification of the request. Upon approval of the Director of Labor Relations the City reserves the right to suspend the flex-time system where appropriate based on department needs.

Except as provided above, Flex-time work schedules currently in existence shall continue.

37. RESIDENCY

All members of the bargaining unit shall be residents of the City of Detroit except as provided by action of the Civil Service Commission in accordance with the authority provided by Ordinance. Residence shall

mean the employee's actual domicile. A person can have only one (1) domicile.

Matters of eligibility of employees for continued employment based on residency shall be determined in accordance with rules and procedures established by the Civil Service Commission. Such matters are not subject to the arbitration provisions of this Agreement. The Association President shall receive notice of all scheduled administrative hearings involving bargaining unit members.

38. INTERFERENCE WITH WORK

A. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Association agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slow-down, or withholding of services.

B. The City will not lock out any employee during the term of this Agreement. However, if any employee is unable to work because equipment or facilities are not available due to a strike, work stoppage, slowdown or other interference by other employees, such inability to work shall not be deemed a lock out under the provisions of this Section.

C. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action if any employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the Association, except that the City shall not be required to pay the wages of employees who shall refuse to report for and be willing to work. Provided, however, that such refusal shall in no way be detrimental to the public health or safety. However, the employee cannot be ordered to cross a picket line if such action could result in adverse effect on the personal safety of the employee.

39. OTHER CONDITIONS OF EMPLOYMENT

Fringe benefits and working conditions except as otherwise expressly provided herein, shall be in accordance with the City Charter, Ordinances, Rules and Resolutions.

40. VETERANS-RESERVES-EDUCATION

Nothing in this Agreement shall abridge the rights and preferences of veterans and members of the armed forces reserves, as provided by Federal, State, and Local Laws, Rules and Resolutions.

41. CONTENT

The parties acknowledge that for the life of this Agreement, they have voluntarily and unqualifiedly waived the right, and agreed that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or 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 or contemplation of either or both the parties at the time that they negotiated or signed this Agreement.

42. SAVINGS CLAUSE

If any Article or Section of this Agreement should be held invalid by operation of Law or by any Tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such Tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

43. RATES FOR NEW POSITIONS

When the Personnel Department establishes a new classification or materially changes the specifications of an existing classification, the rate of pay shall be determined by the Labor Relations Division, subject to the approval of the department involved. Recommendations for the establishment of such rates shall be directed by the Labor Relations Division to the City Council. When the new classification clearly falls within the bargaining unit covered by this Agreement, the Association will be advised as to the classification, the departments, the rate and anticipated number of employees affected before any action will be taken by the City Council. In the absence of any appeal by the Association within ten (10) working days of the date of the notice to the Association, action on the position will be submitted to the City Council. In the event of an appeal the interested bargaining agent may

negotiate for a suitable rate with the proper department or departments and the Labor Relations Division and the matter shall be handled in accordance with the procedure for Special Conference. If the parties fail to reach an agreement on a new rate within forty-five (45) days after notice is given to the Association, the City may implement its last offer to the Association. Any subsequent settlement shall have retroactivity to the date the offer is implemented.

44. OVERPAYMENTS AND UNDERPAYMENTS

Where by payroll error an employee is underpaid or overpaid, the City is expressly authorized to correct the underpayment or overpayment by payroll adjustment. The City shall notify an employee in writing fourteen (14) days prior to making any overpayment recovery.

The correction of the underpayment shall be made within sixty (60) days after notification to the department personnel officer.

For overpayment recoveries the City is authorized to deduct up to fifty dollars (\$50) weekly or one hundred dollars (\$100) bi-weekly. If the employee separates from City service, the entire unpaid balance shall be recoverable immediately.

If the amount owed by the employee is over \$2,600, the City reserves the right to seek immediate recovery through the appropriate legal proceedings.

45. TUITION REFUND

Bargaining unit members may participate in the City's Tuition Refund Program as administered by the Personnel Department. Employees requesting a tuition refund should submit the applications to the personnel officer in their department.

The maximum amount of the tuition refund shall be \$600.00 per fiscal year.

46. DURATION, MODIFICATION AND TERMINATION

This Agreement shall become effective upon the effective date of Resolution of Approval of the City Council as provided by law and shall remain in full force and effect until 11:59 p.m., June 30, 1992.

If either party desires to modify this Agreement, it may give notice to the other party as early as April 30, 1992.

In the event the parties fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic items by June 30, 1992, this Agreement will remain in effect on a day to day basis. Either party may terminate the Agreement by giving the other party a ten (10) calendar day written notice on or after June 20, 1992.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 10TH day of JANUARY, 1991.

ASSOCIATION OF MUNICIPAL ENGINEERS:

John Hansel
John Hansel, President

CITY OF DETROIT:

Coleman A. Young
Coleman A. Young, Mayor

Roger N. Cheek
Roger N. Cheek, Director
Labor Relations Division

Donald Pailen
Donald Pailen, Corporation
Counsel, Law Department

Joyce Garrett
Joyce Garrett, Director
Personnel Department

Bella Marshall
Bella Marshall, Director
Finance Department

APPROVED AND CONFIRMED BY
THE CITY COUNCIL FEB 20 1991

Jeffrey D. Blaine
JEFFREY D. BLAINE
DEPUTY CITY CLERK

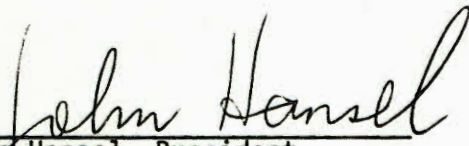
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND
ASSOCIATION OF MUNICIPAL ENGINEERS

RE: HOURS OF WORK

Operations of the Water Department currently assigned to the immediate downtown area (e.g. Water Board Building, Cadillac Tower, or 400 Monroe) shall be on a forty (40) hour work week inclusive of the lunch hour, for the length of this contract, however, an employee will not be eligible for overtime until he has actually worked forty (40) hours in a work week.

Operations of the Water Department at all locations other than the immediate downtown area shall be on a forty (40) hour work week exclusive of the lunch period.

DATED THIS 10TH DAY OF JANUARY, 1991


John Hansel, President
Association of Municipal Eng.


Roger N. Cheek, Director
Labor Relations Division

E X H I B I T I

REPRESENTATION: City Wide, EXCEPT Library and Personnel Department

<u>CLASSIFICATION</u>	<u>CLASS NUMBER</u>
Senior Associate Architectural Engineer	16-41-41
Senior Associate Electrical Engineer - Design	13-40-40
Senior Associate Civil Engineer - Design	12-40-43
Senior Associate Civil Engineer - Field	12-40-47
Senior Associate Electrical Engineer - Operation	13-40-47
Senior Associate Mechanical Engineer - Design	14-40-43
Senior Associate Mechanical Engineer - Operations	14-40-46
Senior Associate Sanitary Engineer - Health Inspection	17-45-41
Senior Associate Structural Engineer - Design	15-40-43
Senior Associate Traffic Engineer	18-40-41
Senior Associate Chemical Engineer - Industrial Waste	17-10-41
Senior Associate Electrical Engineer - Wastewater System	13-40-42
Senior Associate Mechanical Engineer - Wastewater Systems	14-40-42
Senior Associate Chemical Engineer - Wastewater Systems	17-10-42
Senior Associate Architectural Engineer - Wastewater Systems	16-41-42
Senior Associate Structural Engineer - Wastewater Systems	15-40-42
Senior Associate Civil Engineer - Wastewater Systems	12-40-42
Senior Associate Mechanical Engineer - Air Pollution Systems	14-40-44

<u>Bargaining Unit Classification</u>	<u>July 1, 1989</u>		<u>July 1, 1990</u>		<u>July 1, 1991</u>	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>

All classifications in bargaining unit \$37,400 - \$40,000 \$38,900 - \$41,600 \$40,500 - \$43,300

EXHIBIT II

1989-90

SICK LEAVE ACCRUAL SCHEDULE

	<u>Month</u>	<u>Monthly Period*</u>	<u>Paydays in Monthly Period</u>	<u>Sick Leave Credited</u>	<u>First Day Sick Leave May Be Taken</u>
1989	July	June 26-July 30	July 7,14,21,28, Aug. 4	Aug. 4	Aug. 1
	Aug.	July 31-Aug. 27	Aug. 11,18,25, Sept. 1	Sept. 1	Sept. 1
	Sept.	Aug. 28-Sept. 24	Sept. 8,15,22,29	Sept. 29	Oct. 1
	Oct.	Sept. 25-Oct. 29	Oct. 6,13,20,27, Nov. 3	Nov. 3	Nov. 1
	Nov.	Oct. 30-Nov. 26	Nov. 9,17,22, Dec. 1	Dec. 1	Dec. 1
	Dec.	Nov. 27-Dec. 24	Dec. 8,15,21,28	Dec. 28	Jan. 1
1990	Jan.	Dec. 25-Jan. 28	Jan. 5,12,19,26, Feb. 2	Feb. 2	Feb. 1
	Feb.	Jan. 29-Feb. 25	Feb. 9,16,23, Mar. 2	Mar. 2	Mar. 1
	Mar.	Feb. 26-Mar. 25	Mar. 9,16,23,30	Mar. 30	Apr. 1
	Apr.	Mar. 26-Apr. 29	Apr. 6,13,20,27, May 4	May 4	May 1
	May	Apr. 30-May 27	May 11,18,25, June 1	June 1	June 1
	June	May 28-June 24	June 8,15,22,29	June 29	July 1

*Monthly Period Begins One Week Earlier For (Bi-Weekly) Employees.

EXHIBIT II (Con't)

1990-91

SICK LEAVE ACCRUAL SCHEDULE

	<u>Month</u>	<u>Monthly Period*</u>	<u>Paydays in Monthly Period</u>	<u>Sick Leave Credited</u>	<u>First Day Sick Leave May Be Taken</u>
1990	July	June 25-July 29	July 6,13,20,27, Aug. 3	Aug. 3	Aug. 1
	Aug.	July 30-Aug. 26	Aug. 10,17,24, 31	Aug. 31	Sept. 1
	Sept.	Aug. 27-Sept. 30	Sept. 7,14,21,28, Oct. 5	Oct. 5	Oct. 1
	Oct.	Oct. 1-Oct. 28	Oct. 12, 19, 26, Nov. 2	Nov. 2	Nov. 1
	Nov.	Oct. 29-Nov. 25	Nov. 9,16,21,30	Nov. 30	Dec. 1
	Dec.	Nov. 26-Dec. 23	Dec. 7,14,21,28	Dec. 28	Jan. 1
1991	Jan.	Dec. 24-Jan. 27	Jan. 4,11,18,25, Feb. 1	Feb. 1	Feb. 1
	Feb.	Jan. 28-Feb. 24	Feb. 8,15,22, Mar. 1	Mar. 1	Mar. 1
	Mar.	Feb. 25-Mar. 31	Mar. 8,15,22,29, Apr. 5	Apr. 5	Apr. 1
	Apr.	Apr. 1-Apr. 28	Apr. 12,19,26, May 3	May 3	May 1
	May	Apr. 29-May 26	May 10,17,24, 31	May 31	June 1
	June	May 27-June 30	June 7,14,21,28, July 5	July 5	July 1

*Monthly Period Begins One Week Earlier For Salary (Bi-Weekly) Employees.

EXHIBIT II (Con't)

1991-92

SICK LEAVE ACCRUAL SCHEDULE

<u>Month</u>	<u>Monthly Period*</u>	<u>Paydays in Monthly Period</u>	<u>Sick Leave Credited</u>	<u>First Day Sick Leave May Be Taken</u>
1991 July	July 1-July 28	July 12,19,26 Aug. 2	Aug. 2	Aug. 1
Aug.	July 29-Aug. 25	Aug. 9,16,23,30	Aug. 30	Sept. 1
Sept.	Aug. 26-Sept. 29	Sept. 6,13,20,27, Oct. 4	Oct. 4	Oct. 1
Oct.	Sept. 30-Oct. 27	Oct. 11,18,25, Nov. 1	Nov. 1	Nov. 1
Nov.	Oct. 28-Nov. 24	Nov. 8,15,22,27	Nov. 27	Dec. 1
Dec.	Nov. 25-Dec. 22	Dec. 6,13,20,27	Dec. 27	Jan. 1
1992 Jan.	Dec. 23-Jan. 26	Jan. 3,10,17,24,31	Jan. 31	Feb. 1
Feb.	Jan. 27-Feb. 23	Feb. 7,14,21,28	Feb. 28	Mar. 1
Mar.	Feb. 24-Mar. 29	Mar. 6,13,20,27, Apr. 3	Apr. 3	Apr. 1
Apr.	Mar.30-Apr. 26	Apr. 10,17,24, May 1	May 1	May 1
May	Apr. 27-May 31	May 8,15,22,29, June 5	June 5	June 1
June	June 1-June 28	June 12,19,26, July 2	July 2	July 1

*Monthly Period Begins One Week Earlier For Salary (Bi-Weekly) Employees.

EXHIBIT III

H O L I D A Y S C H E D U L E

	<u>1989-90</u>		<u>1990-91</u>		<u>1991-92</u>	
Independence Day	(Tuesday)	July 4, 1989	(Wednesday)	July 4, 1990	(Thursday)	July 4, 1991
Labor Day	(Monday)	September 4, 1989	(Monday)	September 3, 1990	(Monday)	September 2, 1991
* Election Day	(Tuesday)	November 7, 1989	(Tuesday)	November 6, 1990	(No Election)	Extra Swing Holiday
* Veterans Day	(Friday)	November 10, 1989	(Monday)	November 12, 1990	(Monday)	November 11, 1991
Thanksgiving Day	(Thursday)	November 23, 1989	(Thursday)	November 22, 1990	(Thursday)	November 28, 1991
* Day After Thanksgiving	(Friday)	November 24, 1989	(Friday)	November 23, 1990	(Friday)	November 29, 1991
* Christmas Eve (eight hours)	(Friday)	December 22, 1989	(Monday)	December 24, 1990	(Tuesday)	December 24, 1991
Christmas Day	(Monday)	December 25, 1989	(Tuesday)	December 25, 1990	(Wednesday)	December 25, 1991
* New Year's Eve (eight hours)	(Friday)	December 29, 1989	(Monday)	December 31, 1990	(Tuesday)	December 31, 1991
New Year's Day	(Monday)	January 1, 1990	(Tuesday)	January 1, 1991	(Wednesday)	January 1, 1992
Martin Luther King's Birthday	(Monday)	January 15, 1990	(Monday)	January 21, 1991	(Monday)	January 20, 1992
* Good Friday (four hours)	(Friday)	April 13, 1990	(Friday)	March 29, 1991	(Friday)	April 17, 1992
Memorial Day	(Monday)	May 28, 1990	(Monday)	May 27, 1991	(Monday)	May 25, 1992

*Excused Time Holiday for all City employees. No holiday premium to be paid.

NOTE: Special rules on Holiday Observance may apply to employees engaged in unusual work assignments such as shift work and/or six (6) or seven (7) day operations.

NOTE: The optional holiday season closing dates will be as follows:

1989-90	December 26, 27, 28, 1989
1990-91	December 26, 27, 28, 1990
1991-92	December 23, 26, 27, 30, 1991