6/30/86

MASTER AGREEMENT

BETWEEN THE

CITY OF DETROIT

AND

MUNICIPAL ENGINEERING DRAFTSMAN ASSOCIATION

1983-86

Detroit, City of

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

AGREEMENT

This Agreement is entered into by and between the City of Detroit, a Michigan Municipal Corporation, (hereinafter referred to as the Employer or the City), and the Municipal Engineering Draftsman Association (hereinafter referred to as the Association).

1. RECOGNITION AS EXCLUSIVE BARGAINING AGENT

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

2. WAIVER OF BARGAINING RIGHTS

The parties acknowledge that for the life of the Agreement, they have each 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 matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

3. MANAGEMENT RIGHTS

A. The Association recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the power of authority as set forth in the Charter and the Home Rule Act. The Association recognizes the exclusive right of the City to establish and enforce reasonable work rules.

B. The City has the right to schedule overtime work as required in a manner most advantageous to the City and consistent with requirements of municipal government and the public interest.

C. The City reserves the right to discipline and discharge for just cause. 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 such continuation of work would be wasteful and unproductive. The City shall have the right to establish hours, shifts, and schedules of work and to establish the methods and processes by which such work is performed.

D. 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 this Association nor to discriminate against any of its members.

E. 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.

4. ASSOCIATION SECURITY

A. Employees are free to join or not to join the Association. Employees who are members of the recognized bargaining unit and 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 the Association.

C. Any person certified and employed with the City on or after October 11, 1947, who is not a member of the Association and does not make application for membership within ninety (90) work days from the effective date of this Agreement or from the date they first become 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 equal to the regular membership dues of the Association. Employees who fail to comply with this requirement shall be discharged within thirty (30) work days after receipt of written notice by the employing Department from the Association, unless otherwise notified by the Association in writing within said thirty (30) work days, and provided that the Association shall release the Department from fulfilling the obligation to discharge if during such 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 reasonably promptly 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 times each City fiscal year.

F. The Association shall not have right or interests 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 16, Article 6, 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. Upon receipt of written notification from the Association, the City agrees to make a special deduction from a member's paycheck to recover delinquent dues or service fees. This deduction will continue until the Association notifies the City in writing to stop the deduction. Any refunds for overpayments will be the responsibility of the Association. The maximum amount the City will deduct for delinquent union dues or service fees from any paycheck will be limited to $25.00 per pay check.

I. 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. GRIEVANCE PROCEDURE

A. The grievance procedure contained in this Agreement shall be the exclusive grievance procedure during the term of this Agreement for all members of the bargaining unit. Should differences arise between the City and the Association, an earnest effort shall be made to resolve such differences promptly and the following procedure shall be adhered to.

B. An employee grievance is a difference between the Employer and the employee concerning the interpretation or application of any provisions of this Agreement.

C. An Association grievance is a difference between the Employer and the Association concerning the interpretation or application of any provision of this Agreement and affecting a large number of employees. Association grievances must be in writing and signed by the President of the Association and may be submitted directly to the third step of the grievance procedure.

D. Grievance Steps

Step 1: Any employee who believes that any provision of this contract has not been properly applied or interpreted may discuss the matter with his/her supervisor. The employee has the right to have his/her Association representative present. All parties will discuss the matter in a friendly and business-like manner, and will make every effort to reach a satisfactory settlement.

Step 2: Any grievance that cannot be settled informally shall be submitted in writing by the Association representative to the Division Head. Both the employee and the Association representative shall sign the grievance form. The grievance form must indicate (1) statement of the grievance and the facts upon which it is based (2) the sections of this Agreement that it is alleged have been violated, and (3) the remedy or correction requested.

A meeting between no more than two (2) representatives of the City and no more than two (2) representatives of the Association will be promptly arranged within five (5) working days from the date of the receipt of the written grievance. The Division Head or his/her designated representative shall render a written decision within five (5) working days from the date of the meeting. If the subject grievance is not appealed to Step 3 within five (5) working days from the date of the Division Head's written decision, management's last disposition shall be considered the settlement of the grievance.

Step 3: If the grievance is not satisfactorily resolved in Step 2, the Association may appeal in writing to the Department Head or his/her designated representative. A meeting between no more than three (3) representatives of the City and no more than three (3) representatives of the Association will be promptly arranged within five (5) working days of the receipt of the Appeal. The Department Head, or his/her designated representative, shall give his/her decision in writing within five (5) working days. If the subject grievance is not appealed to Step 4 within five (5) working days from the date of the Department Head's decision, management's last disposition shall be considered the settlement of the grievance.

Step 4: If the grievance is not satisfactorily settled in Step 3, the Association representative may appeal the decision in writing to the Labor Relations Division. A meeting will be arranged within five (5) working days of the receipt of the appeal between no more than three (3) representatives of the City, and no more than three (3) representatives of the Association, to attempt to settle the grievance.

The grievant shall not be present at this meeting. A written decision shall be rendered by the Labor Relations Division within five (5) working days from the date of the meeting. The decision of the Labor Relations Division shall be considered as settlement of the grievance unless the decision is appealed to arbitration according to Step 5, within five (5) working days from the date of the decision of the Labor Relations Division.

Step 5 - Arbitration - Any unresolved grievance which relates to the interpretation, application, or enforcement of a provision of this Agreement and which has been fully processed through the last step of the grievance procedure, may be submitted to arbitration by either party in strict accordance with the following:

a. Arbitration shall be invoked by written notice to the other party of the intent to arbitrate. If the parties are unable to agree upon an ad hoc arbitrator within seven (7) working days of such notice, the City shall secure a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties will then meet to mutually agree upon an arbitrator from the list.

b. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provision(s) of this Agreement and he/she shall be without power and authority to make any decision:

1. Contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement.

2. Concerning the discipline or discharge of an employee for engaging in a strike, slowdown or stoppage of work if the employee exercises his/her right under Section 6 of Act 336 of the Public Acts of 1947, as amended, or appeals to the Mayor pursuant to City Charter or applicable State Law.

3. Granting any wage increases.

4. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.

5. Relative to position classification whether permanent or temporary.

6. Concerning complaints filed with State or Federal Civil Rights enforcement agencies alleging violation of equal employment opportunity.

c. 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.

d. 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 aribitration proceeding.

e. 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 or from unemployment compensation obtained subsequent to his/her removal from the City payroll.

f. The decision of the arbitrator in a case shall not require retroactive wage adjustment in another case except by express agreement of the parties.

g. 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.

h. In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

i. The expenses 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 City shall pay for lost time for the aggrieved and one Association representative with respect to their participation in arbitration cases. No other Association member shall be paid by the City with respect to their participation in arbitration cases.

j. Except as provided herein by letter or agreement between the parties, the parties understand and agree that in making this contract they have resolved for its term all the 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 specifically covered in this contract and which are not excluded from arbitration.

6. STIPULATIONS TO THE GRIEVANCE PROCEDURE

A. All grievance settlements shall be in accordance with the terms and spirit of this Agreement.

B. Any grievance under this Agreement which is not filed in writing within twenty (20) working days after the grievance arises shall not be considered a grievance.

C. Any grievance not appealed in writing from a decision at Step 2 to Step 3 within five (5) working days or from a decision at Step 3 to Step 4 within fifteen (15) working days shall be considered settled on the basis of the last answer to the grievance.

D. The time elements in the first four (4) steps of the grievance procedure may be shortened or extended or steps may be eliminated by mutual agreement.

E. "Working Days" as used in the grievance procedure, shall include Monday through Friday and exclude Saturdays, Sundays, and holidays.

F. The Association may withdraw a grievance without prejudice at any step of the grievance procedure.

G. If the Association requests information regarding a grievance from an aggrieved employee's personal file, such infomation will be made available to the Association. The Association will present written authorization from the employee to release such information.

H. The grievance procedure contained in this agreement shall be the exclusive grievance procedure for all members of the bargaining unit.

I. The period of "optional holiday closing" (established under the Holiday article of this Agreement) will be excluded from the grievance procedure time limits.

7. DISCHARGE OR SUSPENSION APPEAL PROCEDURE

A. The employer agrees upon the discharge or suspension of any employee, to notify the Association representative in writing, no later than the next working day, of any discharge or suspension levied.

B. Upon request, the discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her Association representative and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her representative, will discuss the discharge or suspension with the employee and his/her Association representative. An exception to this procedure would be where an employee is suspended or discharged while absent without leave.

C. Should the 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.

8. 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 after 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 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. The City will furnish the Association a seniority list showing each employee's name, address, department, classification, pension number, and social security number, and total City seniority date. This information shall be organized in a format mutually agreeable to the Association and the City. The City agrees to provide the Association with an up-to-date seniority list every six (6) months upon written request.

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 lay-off as set forth in the recall procedure.

D. Suspensions of Seniority Credit: An employee shall not lose his/her accured 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. When employees of this bargaining unit receive a status change to a different classification within the bargaining unit, they will be able to exercise total city seniority in the new classification upon satisfactory completion of their probation periods.

F. 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.

9. PROBATION PERIODS

A. Probation periods are recognized as "working test" periods used to supplement other evaluations to determine whether the employee fully meets the qualifications of the class. Probation periods are required in all cases of initial certified hire, transfer and promotions in the classified service and other cases as provided in Personnel Department Rules.

B. The Association shall represent probationary employees for the purposes 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.

C. The probation period or "working test" for a six (6) month period shall be served by all employees promoted or hired into classifications represented by this bargaining unit. (See Exhibit I).

D. Except in instances where a discharge for cause is appropriate, an unsatisfactory employee who has classified status may by departmental action, subject to Personnel Department Rules, have his/her probation period extended or be reverted to his/her former classification. During an employee's initial hire probation period, a department may in accordance with Personnel Department Rules, extend the probation period or take action to discharge the employee.

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

10. AFFIRMATIVE ACTION

A. The Employer 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 orgin, age, political orientation, sex, sexual orientation, marital status, or non-disabling handicap, 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 Employer agrees to periodically provide the Association with copies of statistical minority employment information reports and such reports concerning policies and programs for equal opportunity in employment regarding employees of the City of Detroit.

C. The Employer further agrees that a crucial part of an effective affirmative action program is a development of an effective training and education program designed to provide existing minority employees maximum opportunity to advance so as to perform at their highest potential.

D. The Employer maintains an Affirmative Action Unit within its Personnel Department. Representatives of this unit shall be available to meet with representatives of the Association to exchange information and discuss affirmative action activities.

11. 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 domicile.

12. OTHER CONDITIONS OF EMPLOYMENT

Fringe benefits and working conditions except as otherwise expressly provided herein, shall be in accordance with the City Charter, Ordinances, Resolutions and Personnel Department Rules as adopted by the Civil Service Commission.

13. REDUCTION IN FORCE

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

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 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 Pargraph 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 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 or more

years of classified service shall displace other permanent employees in the same classification of lesser seniority on a City-wide basis. 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.

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 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.

14. VETERANS PREFERENCE

Nothing in this Agreement shall abridge the rights and preference of veterans as provided by Federal, State and Local Laws.

15. INTERFERENCE WITH WORK

A. The Association agrees to refrain from engaging, or participating in any strike, work stoppage, slowdown, or interference of any kind with the operations of the City during the term of this Agreement.

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 unavailable due to a strike, work stoppage, slowdown or other interference by other employees, such inability to work shall not be deemed a lockout under the terms of the provisions of this section.

B. 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 parties to this Agreement, 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 on City property. Provided, however, that such refusal will in no way be detrimental to the public's health or safety. However, the employee cannot be ordered to cross a picket line if such action could result in adverse affect on the personal safety of the employee, nor shall employees be required to do work normally done by striking members of other labor organizations.

16. 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 days 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 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.

17. 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 16, Article 9, Section 16-9-2 currently provides a death benefit of $4,900.00.

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.

In the event the above contributions are not sufficient to adequately fund this benefit, the increase requisite to maintain the benefit level will be satisfied by pro rata payments from the City and the employee.

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/her medical findings which report shall include a recommendation as to whether or not the claimant is entitled to the benefits.

Should either the claimaint 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 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 the Finance Director a 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 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 16, Article 12.

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:

Yearly Pay	Amount of Insurance
Under $5,000	$ 3,750
$5,000 to $7,500	$ 6,205
$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:

Yearly Pay	Amount of Insurance
$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:

Cost to Employee	Amount of Insurance
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. Not later than June 19, 1984 the amount of the additional life insurance which empoyees may purchase at their own expense, inclusive of the $12,500 of insurance in Section C-4, will be increased. 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 times their annual salaries in accordance with the following:

Yearly Pay	Amount of Insurance Option 1	Amount of Insurance Option 2
$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. The implementation of this additional option shall be subject to the agreement of the current life insurance carrier. The current practice of the insurance carrier requiring applicants to fill out forms to determine the state of their health and their insurability will continue as in effect on June 1, 1983.

3. 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.

4. Should the current carrier decline to provide the coverage agreed upon, the City shall rebid the entire package upon the expiration date of the current contract with the present carrier.

18. 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 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 a period of four full weeks; 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 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.

19. 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 may extend the leave by two (2) days to be charged against current sick leave and then reserve sick leave upon his/her request.

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 designated representative, 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.

20. O V E R T I M E

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/her 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 16, Article 5, Section 6 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 16, Article 5 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.

21. 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.

Martin Luther King's Birthday shall be observed on the same day as Wayne County.

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 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; provided the employee continues on the payroll through the holiday in question and would otherwise be qualified for the holiday.

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 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 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, Columbus Day, 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. Effective July 1, 1984, the day after Thanksgiving will be substituted for Columbus Day.

H. For the purpose of this Article, an employee shall be considered off the payroll if he/she engages in work stoppage which extends through a holiday. 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 operation. 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 operation 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 no paid time accrued, and wishes to work, the City will make every attempt to place an employee 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 27, 28, 29, 1983
December 26, 27, 28, 1984
December 23, 26, 27, 30, 1985.

The City agrees to allow those employees who would have to be off without pay during the 1985-86 Christmas - New Year's shutdown, the option to use vacation time, if any, which has been earned but not yet credited for Monday, December 30, 1985. In the event an employee separates from the City service before the advance 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 during these periods shall not be counted against the employees' attendance records nor adversely affect their benefits.

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

The following is a description of the City of Detroit's Basic Health Care Plan for employees and retirees. They may choose to elect coverage under this plan or they may choose alternative coverage through one of the Health Maintenance or other health care plans offered by the City.

The City will pay the premium for this alternative health care coverage up to an amount equal to the amount the City pays for the Basic Plan each fiscal year, e.g., if the City's total portion of the Blue Cross/Blue Shield MVF-I with riders premium increases from $3,000.00 to $3,150.00 in 1984, the City will pay the premium for any alternative health care coverage up to $3,150.00 in 1984; and if the City's total portion of the Blue Cross/Blue Shield MVF-I with riders increases to $3,250.00 in 1985, the City will pay the premium for any alternative health care coverage up to $3,250 in 1985. In the event the premium for any alternative health care coverage selected by an employee exceeds the City's portion of the Blue Cross/Blue Shield MVF-I with riders premium in any given year, the employee shall pay the excess.

The Basic Plan described herein will give the employees coverages which are nearly the same as they currently enjoy. It does, however, include several cost containment features not found in the City's current Blue Cross/Blue Shield MVF-II program to control costs of hospitalization and other medical services. Additional cost containment provisions, including prescreening and employee awareness programs, may be added during the term of this Agreement.

The City agrees that, effective July 1, 1984, the Blue Cross/Blue Shield Dimension III program will become a health care option available to the employees of the bargaining unit. The City also agrees to offer a capitation Dental Plan as an option for the employees in the bargaining unit. This capitation Dental Plan would be effective July 1, 1984.

The remainder of the Health Care language is as included in the City's last proposal.

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, and duty death beneficiaries and their legal dependents, as provided by Chapter 16, Article 9 of the Municipal Code of the City of Detroit.

B. Employees shall have the option of choosing alternative hospitalization medical coverage made available by the City. The City's contribution to the alternative plans shall be limited to the premium cost for Blue Cross/Blue Shield ward service rates, excluding dental insurance. Total Health Care, Michigan Health Maintenance Organization and Health Alliance Plan shall comprise the list of alternative hospitalization plans. If at the end of any fiscal year an alternative hospitalization plan has failed to enroll 5% of the bargaining unit employees, the City shall have the option of removing that plan from the list of eligible carriers.

C. The City will pay the premium for regular retirees and their spouses for 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.

D. The City Blue Cross hospitalization plan for active employees and their dependents 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 or more in a family).

E. The City shall provide for all active employees and their dependents a Dental Plan which shall be 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. Newly hired employees shall not be eligible for these benefits until they shall have worked 1,040 straight time hours.

F. The City will provide Optical Care Insurance through the Employee Benefit Board and such benefit will include case hardened lenses.

G. 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 earmarked or designated for the purpose of the Federal Program.

H. Effective January 1, 1984 employees who wish to insure sponsored dependents shall pay the premium cost of this coverage. Also, effective January 1, 1984 the City will pay the health insurance premium for dependents who are 19 to 25 years of age for only as long as they are regularly attending on a full time basis, an accredited vocational school, college or university and are dependent upon the employee for support and maintenance and were reported as such on the employee's most recent federal income tax return. Employees at their own expense may provide coverage for these dependents through a payroll deduction.

I. Effective January 1, 1984 paragraphs A, B, C and D of this article shall be replaced by the following paragraphs.

J. The City shall provide hospitalization and medical insurance based on the Blue Cross/Blue Shield ward service under the Michigan Variable Fee (MVF-1) coverage with riders with cost containment and Prescription Drug Group Benefit Certificate with two dollar ($2.00), deductible Drug Rider for employees and their legal dependents, duty death beneficiaries and their legal dependents and duty disability retirees and their legal dependents. MVF-1 coverage with riders shall be the same as MVF-2 except for the family continuation coverage.

K. Employees shall have the option of choosing alternative hospitalization medical coverage made available by the City. Total Health Care, Michigan Health Maintenance Organization, and Health Alliance Plan shall comprise the list of alternative hospitalization plans. If at the end of any fiscal year an alternative hospitalization plan has failed to enroll 5% of the bargaining unit employees, the City shall have the option of removing that plan from the list of eligible carriers.

L. Effective July 1, 1984 active employees and retirees; who retired on or after January 1, 1984, shall pay 50% of the cost of hospital and medical insurance premium increases over the 1982-83 premium rates for Blue Cross/Blue Shield ward service under the MVF-II coverage.

23. 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 nor more than ninety 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. This provision shall include all employees who retire on or after July 1, 1974 and shall be retroactive to that date.

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. Any employee who leaves City employment on or after February 1, 1984 after being vested shall not be eligible for pension benefits until the individual reaches his/her sixty-second (62nd) birthday. In addition, employees who are separated from employment through an involuntary lay-off and are eligible to vest shall be eligible to collect their pension upon reaching their normal retirement date. This provision will not affect the current practice governing disabled employees.

The Associations will work with the City to develop a plan which will permit present employees represented by the respective Associations to pay the cost of continuing the past practice under which employees who leave City employment after being vested but before reaching thirty (30) years of credited service receive their retirement benefits on the same date they would have been entitled to receive same had they continued in City service.

The Associations will supply experts to meet with the City's actuary to develop a program which will allow the employees to continue this practice at the employee's expense. Pending the implementation of the program, the present retirement system will be in effect for the employees represented by the Associations, and the employees represented by the Associations will be liable for the interim costs effective February 1, 1984. This program will be completed by April 1, 1984. Employees will be allowed sufficient time to make their election prior to the deadline. If the Association chooses not to elect a program which would allow the employee to pay for this benefit by April 1, 1984, the following language would apply to all employees. "Any employee who leaves City employment on or after April 1, 1984 after being vested shall not be eligible for pension benefits until the individual reaches his/her sixty-second (62nd) birthday."

The Associations further agree that this proposal shall not apply to anyone hired on or after February 1, 1984, for whom the City may institute the provision which provides that any employee who leaves City employment, after being vested shall not be eligible for retirement benefits until the individual reaches his/her 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.

24. 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.

25. MISCELLANEOUS

A. All salaried employees will have their hourly rates computed by dividing their annual salary by two thousand eighty (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. Effective October 1, 1980, the basic step increment schedule for salary classifications shall be changed so that the annual increments will be five percent (5%) of the employee's salary as of the date of increment is normally paid, not to exceed the maximum rate for the classification.

Half steps shall be two and one-half percent (2-1/2%).

D. Effective July 1, 1980, employee benefits for those employees sixty-five (65) years of age and older may be modified a 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).

E. Effective October 1, 1980, employees promoted from classes where the maximum of the old class is greater than the minimum of the new class, shall be entitled to a pay increase of two annual steps not to exceed the maximum of the new class.

26. WAGES

A. All employees covered by this Agreement shall receive an improvement factor increase in their wage rate as follows:

All employees in the bargaining unit shall receive a base wage increase of six percent (6%) retroactive to 11:59 p.m., June 30, 1983. Exhibit I sets forth the rates for all classifications in the bargaining unit which will be in effect for 1983-84.

Effective July 1, 1984 - Equity formula in accordance with the Memorandum of Understanding Re: Equity Formula.

Effective July 1, 1985 - Equity formula in accordance with the Memorandum of Understanding Re: Equity Formula.

Out of the money identified as available for the Half Year Equity Bonus, the City shall first pay the employee's contribution for the Death Benefit; if there is money remaining, the City shall next pay the employee's share of any premium increase in hospital and medical insurance; if there is money remaining, it shall be paid to the employee as a 1/2 Year Equity Bonus.

This option, however, is subject to the parties working out any administrative or tax problems which must be resolved to implement it.

B. 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.

27. LONGEVITY PAY

A. Employees hired prior to August 3, 1981 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 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 hired on or after August 3, 1981 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 eleven (11) 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 sixteen (16) 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 twenty-one (21) years.

4. The first step of longevity increment shall be one hundred 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 step, shall be four-hundred and fifty dollars ($450).

C. Employees who have qualified for longevity pay and have accumulated at least 1,976 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 thirteen (13) continuous days or less extending through the December 1st date in question.

D. 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.

E. 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.

F. All of the above provisions except as modified herein shall be in accordance with Chapter 16, Article 11 of the Municipal Code of the City of Detroit.

28. MILEAGE

1. Rates of Payment

Effective October 1, 1983, 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 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 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 $50.00, the City will pay for unrecoverable collision damage in excess of $50.00 not to exceed $100.00. 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 shall be in accordance with departmental practice.

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.

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

29. PROTECTION CLAUSE

It is the City's commitment that in terms of a total compensation package, the Association will not be economically disadvantaged as a result of subsequent settlements with other unions. However, it must be understood that compulsory arbitration may result in varied settlements.

30. SHIFT PREMIUM

Afternoon and Night Shifts:

1. Employees who work regularly scheduled afternoon and night shifts shall receive, in addition to their regular pay, a premium of forty-five cents (45¢) per hour for the afternoon shift and a premium of fifty cents (50¢) per hour for the night shift according to Chapter 16, Article 5, Section 12 of the Municipal Code of the City of Detroit.

Shift Premium Times:

2. The afternoon shift shall be any full-time shift commencing at the hour of 11:00 a.m. or between the hours of 11:00 a.m., and 6:59 p.m.

The night shift shall be any full-time shift commencing at the hour of 7:00 p.m., or between the hours of 7:00 p.m., and 3:59 a.m. in accordance with Chapter 16, Article 5, Section 12, of the Municipal Code of the City of Detroit.

All of the provisions of this section shall be in accordance with Chapter 16, Article 5 of the Municipal Code of the City of Detroit.

31. 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 of not less than eighteen (18) normal service days, not to exceed twelve (12) sick leave days in any one fiscal year. Sick leave earned after July 1, 1971 may accumulate without limitation.

B. Reserve sick leave of three (3) service days shall be granted beginning July 1, 1984 to all employees with a full year of service. All reserve sick leave earned after July 1, 1971 may accumulate without limitation.

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-nine (49) or more unused sick days on July 1, 1984 or who have accumulated a total of forty-seven (47) or more unused sick leave days on July 1, 1985, or who have accumulated a total of forty-five (45) or more unused sick days on July 1, 1986 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:

Sick Leave Days Used In Previous Fiscal Year	Bonus Vacation Days To Be Credited on July 1st
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 16, Article 7, Section 2 of the Municipal Code of the City of Detroit except as modified by this article.

32. 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 one-thousand 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 one-thousand nine hundred and seventy-six

(1,976) 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/her 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/her 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 and in accordance with departmental practices.

2. When an offical 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 one-thousand nine hundred and seventy six (1,976) of 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 one-thousand nine hundred and seventy six (1,976) 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 one-thousand nine hundred and seventy six (1,976) 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 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 1,600 straight time hours in a fiscal year. The remainder of his/her time will be credited after he/she has worked 1,976 straight time hours. In the event an employee has been credited with more time than he/she has earned, on the suceeding 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 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 31-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 preceeding 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.

33. 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 a sick leave reserve and receives income under the Worker's Compensation Act, such income shall be supplemented by the City with an amount sufficient to maintain his/her regular salary or wage for a period not to exceed that of his/her sick leave reserve, and such reserve shall be charged for all sick leave days or portions thereof paid to such employee.

B. For employees who receive Workers' Compensation after November 1, 1983 and where the employee has a sick leave reserve and receives income under the Worker's Compensation Act, such income shall be supplemented by the City from his/her sick leave banks in an amount sufficient to bring it up to ninety-five percent (95%) 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.

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

34. FLEX-TIME

The City agrees that a flex-time work schedule may be established on a pilot basis for bargaining unit employees represented by the 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 (3) 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 arrise 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 representtive 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.

35. SPECIAL CONFERENCES

A. A Special Conference 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) and at least two (2) representatives of the department and no more than three (3) and at least two (2) 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 a special conference shall be confined to those included in the agenda. A Conference shall be held between the hours of 9:00 a.m., and 4:00 p.m. The representatives of the Association shall not lose time nor pay for time spent in a Special Conference.

C. On certain matters that concern employees of more than one department, a conference 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. A Special Conference shall be held within ten (1) calendar days after a request is made.

E. The Association shall meet on the City's property at no loss in wages for not more than one (1) hour immediately preceeding a meeting with the representatives of the City.

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

36. 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 courses 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.

37. LEAVES OF ABSENCE

Reqeusts for leaves without pay shall be made and processed in accordance with Personnel Department Rules in effect on the date this Agreement is signed. One year of continuous classified service is required to be eligible for all leaves except military leaves.

38. NON-DISCRIMINATION

The Employer and the Association both recognize their responsibility under Federal, State and Local Laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights.

Accordingly, both parties re-affirm by this Agreement the commitment not to discriminate against any person or persons because of race, color, creed, religion, national origin, age, political orientation, sex, sexual orientation, marital status, or non-disabling handicap, except where based on a bona fide occupational qualification.

39. TRANSFERS

A. Intra-Departmental Transfers: An employee desiring an intra-departmental transfer to another work location may submit such request in writing to the department personnel office. To be given consideration the request must be on file at least thirty (30) calendar days prior to the declaration of a vacancy. Intra-departmental transfer decisions shall be based on the employee's qualifications, seniority and the needs of the department.

All intra-departmental transfer requests shall be kept confidential by the department personnel office unless the employee specified otherwise. No adverse action shall be taken against an employee as a consequence of his/her submission of a transfer request.

B. Inter-departmental Transfers:

An employee desiring a transfer to another City department may file a request for transfer with the Certification Section of the Personnel Department. The employee shall receive notification of any requested transfer opportunity in accordance with Personnel Department referral practices in effect on the date this Agreement is signed. To receive such consideration, the request for transfer must be on file at least thirty (30) calendar days prior to receipt of a requisition indicating an opening. Requests for transfer shall remain on file for the duration of the contract.

40. PROMOTIONS

Promotions of employees to classifications within the bargaining unit shall be made on the basis of merit and fitness in accordance with applicable provisions of the City Charter and Personnel Department Rules.

41. MANAGEMENT RIGHTS AND RESPONSIBILITIES

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.

42. SAFETY

The City shall provide reasonably safe working conditions. A dispute as to safety shall be referred to the Grievance Procedure at the third step.

43. 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 of more than ninety (90) calendar days is caused, the Association will be advised as to the reasons and cause of the delay.

44. MAINTENANCE OF CONDITIONS

Conditions of employment and current practices which are in effect at the execution of this Agreement, shall, except as improved herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.

45. CONTRACTUAL WORK

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 employee represented by the Association be laid off or demoted as a direct result of such contracting or sub-contracting by the City.

46. EXCUSED TIME OFF FOR ASSOCIATION PRESIDENT

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 deparment representative to discuss this matter and resolve any difficulties being experienced.

47. ASSOCIATION REPRESENTATIVES

A. The Association shall appoint representatives for members of the bargaining unit. The parties agree to representation as indicated in the Representative Schedule. The names of the representatives shall be sent to the City within fifteen (15) working days of the signing of the Agreement.

B. The representatives, during working hours and without loss of time or pay, may investigate and present grievances to the Employer. Arrangements shall be made with the immediate supervisor for their release. This privilege shall not be abused.

REPRESENTATIVE SCHEDULE

The below listed departments shall constitute the Association Representatives in the various employing departments. The department representative shall represent the bargaining unit members employed in the department, to the extent of the authority as provided elsewhere in this agreement.

Departments
One (1) Community and Economic Development
One (1) Streets and Traffic
One (1) Wastewater Treatment Plant
One (1) Main Office Water and Sewerage
One (1) City Engineering

1. The Association may designate an alternate in each of the above listed departments who will serve as the department representative in the department representative's absence.

2. The person serving as the department representative or alternate must be employed in that department.

3. In the event a department representative has not been properly appointed for a department or the department representative will be unavailable for an extended period and no alternate has been designated, the Association President may serve as an employee's representative for the purpose of writing and processing a grievance.

48. 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.

49. 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, 1986.

If either party desires to modify this Agreement, it may give notice to the other party as early as April 30, 1986.

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, 1986, 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, 1986.

IN IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 14 day of February, 1985.

MUNICIPAL ENGINEERING DRAFTSMAN ASSOCIATION

Leon Drew
Leon Drew, President

Phillip Wing
Phillip Wing

Robt Alger
Bob Alger

CITY OF DETROIT

Coleman A Young
Coleman A. Young, Mayor

Floyd E Allen
Floyd E. Allen, Director
Labor Relations Division

Joyce Garrett
Joyce Garrett, Director
Personnel Department

Donald Pailen
Donald Pailen
Corporation Counsel
Law Department

Bella Marshall
Bella Marshall, Director
Finance Department

APPROVED AND CONFIRMED BY THE CITY COUNCIL MAR 13 1985 DATE

JEANETTE D. BATTLE
DEPUTY CITY CLERK

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND THE
MUNICIPAL ENGINEERING DRAFTSMAN ASSOCIATION

RE: C-TIME CONVERSION

Effective June 1, 1984, employees will be permitted to request the conversion of two (2) vacation days into "Prior 'C' Time" to be posted July 1, 1984. This shall be a pilot program. The effect of this pilot program shall be evaluated by the City and the Associations. If, after completion of the evaluation, the City determines that this practice causes administrative or economic problems within a department, the conversion of vacation days to prior 'C' Time shall not be an option for employees in such department in fiscal year 1985-86. The City shall make it known whether or not the practice is to be continued for 1985-86 in sufficient time to allow employees to make requests to convert time for fiscal year 1985-86.

Dated this 14 Day of February 1985.

Leon Drew
Leon Drew, President
Municipal Engineering
Draftsman Association

Floyd E. Allen
Floyd E. Allen, Director
Labor Relations Division

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND THE
MUNICIPAL ENGINEERING DRAFTSMAN ASSOCIATION

RE: PENDING MERC AND COURT CASES CONCERNING THE 1980-83 AGREEMENT

Upon ratification and payment of the six percent (6%) increase retroactive to June 30, 1983, 11:59 p.m., the agreed upon contract shall settle any and all outstanding MERC and Court cases with respect to the 1980-83 contract, and the same shall be withdrawn by the parties.

Dated this 14 Day of February 1985.

Leon Drew
Leon Drew, President
Municipal Engineering
Draftsman Association

Floyd E Allen
Floyd E. Allen, Director
Labor Relations Division

E X H I B I T I

MUNICIPAL ENGINEERING DRAFTSMAN ASSOCIATION

RE: EQUITY FORMULA FOR 1984-85 and 1985-86

The formula base shall be established by using the following four revenues which are estimated in the 1983-84 Budget at a total of $517,817,285: the Municipal Income Tax; current year, net collection of the 23 mill Property Tax for operating purposes, exclusive of penalty and interest, and excluding any taxes which may be paid in the future by Blue Cross/Blue Shield of Michigan; State Revenue Sharing; and Federal Revenue Sharing.

The above base shall be adjusted for any changes in tax rates, or changes in distribution formulas from the way they are currently formulated, and which may increase revenues from these sources. The adjustment must be factored out in a manner acceptable to the union(s) and the City Administration before being used to compute any wage increase.

In the event funds are delayed or deferred by the State of Michigan for cash flow reasons they will be considered received and applicable to this formula on the date they were due in accordance with general acceptable accounting principles as audited by the Auditor General of the City of Detroit or a certified outside independent auditor.

In November 1984 the union(s) and the City will review the actual 1983-84 receipts from the four major revenue sources involved, such receipts having been audited and certified by the Auditor General of the City of Detroit or a certified outside independent auditor. If total receipts from these four sources exceed the total amount budgeted, the surplus over budget shall be distributed as follows:

Using the 1983-4 Budget Development Fund Pro-Forma (FICS) Report, we have determined the percentage that total Salaries and Wages exclusive of Shift Premium, represent of total appropriations in the General (0100) Fund. That percentage is 38.4% ($320,619,268 in salaries and wages divided by $834,444,602) in total fund appropriations. The Union(s) and the City agree that this percentage will be applied to any surplus revenue dollars to determine the share of that surplus which will be available for Wage Increases and restoration of regular budgeted positions to the appropriate bargaining groups.

Of the 38.4% of surplus available, 90% will be used to fund wage increases up to 4% of base salary for all General Fund employees; once a 4% raise has been financed, 75% of any remaining surplus will be used for additional wage increases up to 6%; once a 6% raise has been financed, 50% of any remaining surplus will be used for defraying employee fringe benefit cost up to 8%; all remaining surplus available after 8% shall be available for the purpose of restoring regular budgeted positions. (See Schedule A.)

The cost of each 1% raise shall be determined by the following formula which is outlined on Schedule B:

Take 1% of the amounts budgeted in the official 1984-85 City of Detroit General Fund (0100) budget for salaries and wages (which includes all compensation other than shift premium). The dollar amount determined by this formula will be divided into the number of dollars available from surplus for wage increases to determine the percentage raise to be applied to uniformed and civilian employees of the City of Detroit. This percentage raise which shall be factored into the base rate shall be effective on January 1, 1985, and the City will be responsible for the cash cost of pension burden and the employer's share of Social Security taxes on this wage increase.

In addition, this same percentage increase will be applied to hours paid to an employee from the period July 1, 1984 through December 30, 1984 and will be paid on a lump-sum retroactive basis on the first scheduled pay of January 1985. This pay shall be known as the "Half-Year Equity Bonus" and the City and the union(s) shall agree that it shall not be considered in the computation of Average Final Compensation for pension purposes and shall not be subject to any contribution by the City to the various pension funds.

In November 1985 the union(s) and the City shall review the actual 1984-85 receipts from the four major revenue sources involved, such receipts having been audited and certified by the Auditor General of the City of Detroit or a certified outside independent auditor. If the sum of the collections from the four sources is greater than 105% of the 1983-84 budgeted revenues from these four sources, then the surplus over 105% will be available in the following manner:

Using the 1983-4 Budget Development Fund Pro-Forma (FICS) Report, we have determined the percentage that total Salaries and Wages exclusive of Shift Premium, represent of total appropriations in the General (0100) Fund. That percentage is 38.4% ($320,619,268 in salaries and wages divided by $834,444,602) in total fund appropriations. The Union(s) and the City agree that this percentage will be applied to any surplus revenue dollars to determine the share of that surplus which will be available for Wage Increases and restoration of regular budgeted positions to the appropriate bargaining groups.

Of the 38.4% of surplus available, 80% will be used to fund wage increases up to 2% of base salary for all General Fund employees; once a 2% raise has been financed, 70% of any remaining surplus will be used for additional wage increases up to 4%; once a 4% raise has been financed, 60% of any remaining surplus will be used for additional wage increases up to 6% of base salary; once a 6% raise increase has been financed 50% of any remaining surplus will be used for defraying employee fringe benefit cost up to 8% of surplus; once the 8% has been financed, all remaining surplus available shall be available for the purpose of restoring regular budgeted positions. (See Schedule A.)

The cost of each 1% raise shall be determined in the same manner as was the case in November 1984, except that 1985-86 Budget data will be used. Any raise granted under the formula will be paid effective January 1, 1986, and factored into the employee's base rate, with the City responsible for the cash cost of pension burden and the employer's share of Social Security taxes on the wage increase. A similar, retroactive lump-sum "Half-Year Equity Bonus" would be paid on the first scheduled pay of January 1986 in the same fashion and subject to the same conditions as in the previous year.

SCHEDULE A

WAGE IMPROVEMENT/POSITION RESTORATION FORMULA

After the amount of "surplus" from the four key revenues has been certified by the Auditor General of the City of Detroit, the agreed-upon percentage will be applied to determine what amount is available for wages and service improvements.

That amount will then be split as follows:

	Magnitude of Raises	Share to be Used for Wage Increases	Share to be Used for Restore Positions
1984-85:	-0- - 4%	90%	10%
	4.01 - 6%	75%	25%
	6.01 - 8%	1/	50%
	8.01 - 100%	-0-	100%
1985-86:	-0- - 2%	80%	20%
	2.01 - 4%	70%	30%
	4.01 - 6%	60%	40%
	6.01 - 8%	1/	50%
	8.01 - 100%	-0-	100%

1/50% to be applied to defraying employees cost of health care or other fringe benefit cost.

SCHEDULE B

INDEXING WAGE INCREASES
TO FOUR MAJOR REVENUES
FORMULA FOR DETERMINING COST OF EACH 1% OF INCREASE
(USING 1983-84 BUDGET FIGURES)
GENERAL (NO. 0100) FUND ONLY

	Uniformed	Civilian	Total
Salary and Wage	$151,588,686	$151,970,204	$303,558,890
Overtime	2,467,799	7,139,398	9,607,177
Holiday	4,816,389	769,139	5,585,529
Other Compensation	1,603,386	237,286	1,867,672
Total	$160,503,241	$160,116,027	$320,619,268

Wages - 1% of Total	$ 1,605,032	
Wages - 1% of Total		$ 1,601,160
85.6% Non-Reimbursed		$ 1,370,593

Recap:

Uniformed	$1,605,032
Civilian	1,370,593
Total Cost of 1% Raise	$2,975,625

E X H I B I T II

MUNICIPAL ENGINEERING DRAFTSMAN ASSOCIATION

RE: RATE SCHEDULE

CLASS CODE	TITLE	EFFECTIVE JULY 1, 1980 MINIMUM	MAXIMUM
19-30-05	Drafting Technician I	$15,760	$18,400
19-30-13	Drafting Technician II	$18,363	$21,500
19-30-23	Drafting Technician III	$22,000	$24,200