

6/30/86

MASTER AGREEMENT

BETWEEN THE
CITY OF DETROIT
AND
PUBLIC ATTORNEYS ASSOCIATION UNIT OF LOCAL #2211,
UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

1983-86

Detroit, City of

Michigan State University
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MASTER AGREEMENT BETWEEN THE CITY OF DETROIT AND THE PUBLIC ATTORNEYS
ASSOCIATION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

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A G R E E M E N T

This Agreement is entered into between the City of Detroit, a Michigan Municipal Corporation (hereinafter referred to as the CITY) and the Public Attorneys Association Unit of Local #2211, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW (hereinafter referred to as the UNION).

PURPOSE AND INTENT

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

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

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

D. It is agreed by the City and the Union that the City is legally and morally obligated to provide equality of opportunity, consideration, and treatment of all employees of the City and, accordingly, to establish policies and regulations that will insure such equality of opportunity, consideration, and treatment of all persons employed in the bargaining unit in all phases of the employment process, without regard to race, color, creed, national origin, 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.

1. RECOGNITION

The City does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment for all employees included in the bargaining unit as follows:

The permanently certified employees employed by the City of Detroit, Law Department (formerly Corporation Counsel's Office) in the following classifications:

09-11-32 Junior Assistant Corporation Counsel
09-11-42 Assistant Corporation Counsel
09-11-52 Senior Assistant Corporation Counsel
09-11-55 Principal Assistant Corporation Counsel

EXCLUDING: Non-classified employees, Legislative Assistant Corporation Counsel, Supervising Assistant Corporation Counsel, Confidential Employees i.e., Attorneys handling Labor Relations matters, Supervisors, Executives, part-time and all other employees.

New classes which clearly fall within the bargaining unit may be added by mutual agreement between the parties.

2. MANAGEMENT RIGHTS

A. The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with the law.

B. Except as specifically set forth in this Agreement, the City retains the sole and exclusive right to manage its business, including the right to decide the organization of the Department, to establish over-all operating policies and procedures, to direct its working force, including the right to determine work schedules, and to discontinue any division or operation if in the sole judgment of the City, it is deemed necessary or believed advisable to do so.

C. The City reserves the right to discipline and discharge for just cause. The City reserves the right to lay-off 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 provided the same do not conflict with the express terms of this Agreement.

D. 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 without limitation within the rights of the City.

E. The right of contracting and sub-contracting is vested in the City. The right to contract or sub-contract shall not be used for the purposes or intention of undermining the Union, or to discriminate against any of its members nor shall any member of the Union be laid-off or demoted as a direct and immediate result of work performed by an outside contractor.

3. WORK STOPPAGES AND LOCKOUTS

The Union agrees to refrain from engaging, or participating in any strike, work stoppage or slowdown or participating in any activity for the purpose of interfering with the operations of the Employer during the term of this Agreement.

The Employer will not lock out any employee during the term of this Agreement. However, if equipment or facilities are unavailable for a member of this bargaining unit to work due to a strike, work stoppage, slowdown or other interference by other employees, such unavailability shall not be deemed a lockout under the terms of this section nor shall the employee affected be considered striking or refusing to work.

Employees in the Unit are not subject to disciplinary action for refusing to cross a picket line of another union, if such action could endanger the personal safety of the employees, provided that such refusal in no way is detrimental to the public health or safety.

The City shall not, however, be obligated to pay the wages of employees who do not work.

4. UNION SECURITY

A. Employees who are members of the recognized bargaining unit but who are not members of the Union may join the Union by initiating their Union 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 Union, all Union 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 Union dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Finance Department and to the Union.

C. Any person certified and employed with the City on/or after October 11, 1947, who is not a member of the Union and who does not make application for membership within ninety (90) calendar 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 Union a service fee as a contribution towards the administration of this Agreement, in an amount equal to the regular membership dues of the Union. Employees who fail to comply with this requirement shall be discharged within thirty (30) calendar days after receipt of written notice by the employing Department from the Union, unless otherwise notified by the Union in writing within said thirty (30) calendar days, and provided that the Union shall release the Department from fulfilling the obligation to discharge if during such thirty (30) day period the employee pays the membership dues or service fee retroactive to the due date and confirms his/her intention to pay the required membership dues or service fee in accordance with this Agreement.

D. The City agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Union, all Union 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 Union 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 Union.

E. All Union membership dues and service fees will be authorized, levied, and certified in accordance with the constitution of the International Union, UAW. Each employee and the Union hereby authorize the City to rely upon and to honor certifications by the Financial Secretary - Treasurer of Local 2211, UAW regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and service fees, which dues and service fees shall be sent reasonably promptly to the Financial Secretary - Treasurer of Local 2211, UAW. The Financial Secretary - Treasurer of Local 2211, UAW shall not request the City to change the amounts so deducted more often than four times each City fiscal year.

F. The Union shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Union, the City and its officers and employees shall be released from all liability to the employee-assignors, and to the Union under such assignments. (Chapter 16, Article 6, Section 4 of the Municipal Code of the City of Detroit.)

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

H. The Union 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.

I. The Union shall receive prompt notification in writing of all persons entering into and all persons leaving the bargaining unit.

5. REPRESENTATION

A. The Union shall have the right to select or designate a President/Unit Chairperson and a Steward to represent employees in the bargaining unit. In addition, the Union may designate an Alternate to function as the President/Chairman or Steward in their absence. The names of such persons and any changes, shall be promptly reported in writing to Law Department management.

B. The Steward and President/Chairperson will be permitted during working hours to present grievances to management in accordance with Article 7, Grievance Procedure, without loss of time or pay. In addition, the President/Chairperson and Steward (or other bargaining unit member(s) as designated in the Agreement) shall be permitted time off work without loss of pay to participate in Special Conferences and other

meetings with management as provided in this Agreement. Other duties associated with being Union President and directly related to wages, hours and working conditions of bargaining unit members may arise which must be addressed in the capacity of Union President during working hours. In this regard, upon request, a meeting will be convened between the Union and the appropriate department representative to discuss this matter and resolve any difficulties being experienced.

C. Notwithstanding his/her position on the seniority list, the President/Chairperson shall, in the event of a reduction in force, be continued in his/her employment in the Law Department provided either of the following conditions exist and in the following order:

1. There continues to be a position in his/her classification.
2. There continues to be a position in a lower classification in the bargaining unit.

If laid off, the President/Chairperson shall have priority in recall to available vacant positions in his/her classification or lower classification in series.

6. GRIEVANCE PROCEDURE

A. A grievance is defined as a complaint based upon an event or condition which is considered to be in violation of this Agreement. Any grievance under this agreement which is not filed in writing within twenty (20) working days after the grievance arises or twenty (20) working days of the date it is reasonable to assume that the employee became aware of the conditions giving rise to the grievance, shall not be considered a grievance. This grievance procedure shall not apply to any situation where the Department is without authority to take the action sought or to remedy a complaint where the matter complained of is not covered by this Agreement.

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. If a grievance is not answered by management within the prescribed time limits, the Union may move the grievance to the next step of the grievance procedure. The period of "optional holiday closing" (established under the holiday article of this agreement) will be excluded from the grievance procedure time limits.

B. Grievances shall be presented in the following manner:

Step 1: Employees may raise the complaint with their immediate supervisor or with their steward who will discuss the matter with the employees supervisor.

Step 2: If the grievance is not satisfactorily settled in Step 1, it may be submitted in written form by the steward to the Corporation Counsel or to a designated representative of the Corporation Counsel. The Corporation Counsel or designated representative will arrange to review the grievance in a meeting with the Union Steward. A written answer will be sent to the Union within five (5) working days of the meeting.

Step 3: If the grievance is not satisfactorily resolved by Step 2, it may be appealed, in writing, by the President/Unit Chairperson to the Labor Relations Director within seven (7) working days of the Corporation Counsel's decision. The Labor Relations Director or a designated representative will promptly arrange for a meeting within seven (7) working days which shall consist of two (2) representatives of the Union, (the Steward and President/Unit Chairperson), and two (2) representatives of the City.

The City will submit a written answer to the President/Unit Chairperson within seven (7) working days of the meeting and mail a copy to the Regional Director of the Union.

Step 4: (Pre-Arbitration Panel)
If the grievance is not satisfactorily settled at Step 3, the Regional Director of the Union or his/her designated representative may submit, within fifteen (15) working days of the Step 3 answer, a request to the Labor Relations Director for a pre-arbitration panel to meet.

The pre-arbitration panel shall consist of two (2) representatives of the Union, and two (2) representatives of the City.

If the grievance is not resolved by the pre-arbitration panel, the Union's Regional Director or his/her designated representative shall have fifteen (15) working days from the pre-arbitration panel meeting to notify the City, in writing, of the Union's intent to proceed to arbitration.

All grievances not referred to arbitration shall be considered settled based on the City's last answer. If a grievance is withdrawn from the grievance procedure, the grievance may not be reinstated except by mutual agreement of the parties. If reinstated, the City's liability shall be limited to the period prior to the date of withdrawal.

Step 5: Arbitration:

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

1. Arbitration shall be invoked by written notice to the other party of the intent to arbitrate. Upon receipt of intent, the City will secure a list of arbitrators from FMCS. The parties will then meet to mutually agree upon an Arbitrator from the list.
2. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provisions of this Agreement and shall be without power and authority to make any decision:
 - a. Contrary to, or inconsistent with or modifying in any way, the terms of this agreement.
 - b. Concerning the discipline or discharge of employees for engaging in a strike, slowdown or stoppage of work who exercise their right under Section 6 of Act 379 of the Public Acts of 1965.
 - c. Concerning appeals to the Mayor pursuant to applicable State Law.
 - d. Granting any wage increases or decreases.
 - e. Granting any right to relief for any period of time whatsoever prior to the effective date of this agreement.
 - f. Relative to position classification either temporary or permanent.
 - g. Contrary to the City's right to establish, adopt, amend, promulgate, and enforce uniform work rules for its departments.
3. The arbitrator shall have no authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations, or discretions which by State law or City Charter, the City cannot delegate, alienate or relinquish, nor to rule on the purchase of buildings or equipment.

4. No settlement at any stage of the grievance procedure, except an arbitration decision, shall be a precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceeding.
5. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to his/her removal from the City payroll, and payments from Unemployment Insurance, Social Security Disability, Welfare, Aid to Dependent Children, and City funded Long Term Disability Insurance, Sickness and Accident Insurance and Automobile Accident Income Replacement Insurance. Where appropriate, the City shall reimburse those agencies and insurance funds so as to not affect the employee's equity therein.
6. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case, except by mutual agreement of the parties.
7. There shall be no appeal from the arbitrator's decision if made in accordance with his/her jurisdiction and authority under this agreement. The arbitrator's decision shall be final and binding on the City, on the employee or employees, and on the Union.
8. In the event a case is appealed to an arbitrator and he/she finds that he/she has no power or authority to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
9. The expenses of the arbitrator shall be shared equally by the parties. The aggrieved, one (1) witness and the Union President (or designated representative) shall not lose pay for time off the job while attending the arbitration proceedings.
10. Except as specifically provided herein, or in supplements hereto which are part of this Agreement, the parties understand and agree that in making this contract they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are not excluded from arbitration.

NOTE: The grievance procedure described above shall be the exclusive grievance procedure for all members of the bargaining unit.

7. DISCHARGE AND DISCIPLINE APPEAL PROCEDURE

A. Notice of Discharge or Suspension: The City will promptly notify in writing the Union of the discharge or suspension of any employee covered by this Agreement.

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

C. Appeal of Discharge or Suspension: Should the Union consider the discharge or suspension to be improper, the Union shall submit a written grievance to the Corporation Counsel or his/her designated representative within five (5) working days of the discharge or suspension. The grievance shall be processed in accordance with Step 2 of the grievance procedure.

D. Use of Past Record: In imposing any discipline on a current charge, management will not take into account any prior infraction which occurred more than fourteen (14) months previously.

8. SPECIAL CONFERENCES

Special Conferences for important matters will be arranged between the Union President and the Corporation Counsel upon request of either party. Unless otherwise agreed, such meetings shall be between two (2) representatives of the Corporation Counsel and two (2) representatives of the Union. Unless otherwise agreed, arrangements for such special conferences shall be made at least twenty-four (24) hours in advance. An agenda of the matters to be taken up at the meeting, together with the names of the conferees representing the requesting party, shall be presented at the time the conference is requested. Matters taken up in the special conferences shall be confined to those included in the agenda. Such conferences shall, to the extent possible, be held during regular working hours. Members of the Union shall not lose time or pay for the time spent in such special conferences and no additional compensation shall be paid to such employees for time spent in such conferences beyond regular working hours.

9. SENIORITY

Seniority is hereby defined as the length of continuous service beginning on the date of certification or Corporation Counsel appointment to a position in the classified service, or after date of induction into such classified service as provided by law. Continuous service and any adjustments to an employee's seniority date shall be determined in accordance with Personnel Department Rules.

All persons newly appointed to professional positions in the Law Department shall serve a six (6) month probationary period which may be extended by the employer for up to an additional six (6) month period. The reason(s) for any extension shall be given to the employee in writing. The Union shall be informed if an employee's probationary period has been extended.

The Union shall represent newly appointed 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 or suspended employees for other than Union activities.

10. REDUCTION IN FORCE

If as a result of a reduction in force in the Law Department, it is necessary to reduce the number of employees in a classification represented by the Union, such reduction in force shall be in accordance with the reduction in force provisions provided in Personnel Department Rules in effect on July 1, 1983.

11. PROMOTIONS AND TRANSFERS

A. Members of the Union shall be given consideration for available promotional opportunities in the bargaining unit. Factors to be considered in promotional decisions shall include experience, work performance, demonstrated abilities and length of service. It is understood that the ultimate decision on promotions and appointments rests solely with the Corporation Counsel. Promotions and appointments to fill vacancies shall be completed within a reasonable time, provided there are no budgetary restrictions.

B. All promotions shall be subject to a six (6) month probationary period which may be extended for up to an additional six (6) month period. During the probationary period, if the promoted employee is found to be unsatisfactory, the department may take action reverting the employee to his/her previous classification unless discharge for cause is appropriate. The employee shall receive the reason(s) in writing for any extension of the probationary period.

C. Transfer Requests: An employee wishing to transfer in grade from his/her current section to another section in the Law Department, shall submit such request in writing to the Corporation Counsel. Such transfer requests on file will be given consideration prior to filling any available vacancies in the section.

12. LEAVES OF ABSENCE

A. Leaves of absence without pay may be granted for reasonable periods as provided in Personnel Department rules. One year of classified service is required to be eligible for all leaves except military.

B. A member of the Union elected or appointed to a position in the Union which would take him/her from employment with the City, may request a leave for a period of not less than sixty (60) calendar days nor more than two (2) years or termination of the Union position whichever occurs first; provided, however, the employee may request an extension of the leave for one (1) additional year. Such leave requests shall be granted unless in the discretion of the department director such leave would cause a serious adverse effect on department operations.

C. Members of the Union may request time off without pay for periods not to exceed thirty (30) calendar days for the purpose of attending union conventions or union-sponsored seminars. Granting such departmental leave shall be at the discretion of the Corporation Counsel based on the operating needs of the department, but shall not be arbitrarily denied provided the request for time off has been timely submitted to allow for any necessary adjustments to work assignments.

13. COMPENSATION

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

Effective upon the date of ratification and subsequent approval by City Council, all employees in the bargaining unit on that date shall receive a base wage increase of six percent (6%) retroactive to 11:59 p.m., June 30, 1983.

Effective July 1, 1983 -- The minimum rate for the class of Junior Assistant Corporation Council shall be adjusted to \$20,100.

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.

B. At the discretion of the Corporation Counsel with the approval of the Personnel Director and Labor Relations Director, employees in classifications represented by this bargaining unit may be hired, adjusted or promoted to any rate within the established ranges. Normal step increment progression shall otherwise continue to apply to these classes.

14. VACATION LEAVE

A. Members of the bargaining unit shall be entitled to vacation leaves with pay on the basis of one (1) day for ten (10) days of service. Total vacation leave earned, excluding bonus vacation leave, may not exceed twenty (20) days per fiscal year, no matter how earned.

B. Members of the bargaining unit 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

C. All other provisions of Chapter 16-7-1 of the Detroit City Code shall apply to these employees except as modified by this order.

15. SICK LEAVE

A. Members of the bargaining unit shall be entitled to current sick leave on the basis of one (1) day per month in terms of full days only. They shall also be entitled to reserve sick leave on the basis of three (3) days for each full fiscal year of status consisting of at least two hundred (200) days of service, whether such service occurred before or after appointment. Such three (3) days shall accrue annually as of July 1 only.

B. 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.

C. Except as modified by this contract, sick leave shall be administered according to Chapter 16-7-2 of the Detroit City Code.

16. 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 a 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. 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.

17. 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 provided they are on the payroll through 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.

C. 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.

D. 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. 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.

E. 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.

F. 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. 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.

G. 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.

18. 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 Union 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 Union on the day prior to his/her death.

19. 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.

20. 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 (except Article 7-F).

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.

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

The Medical Board of Inquiry shall consist of three 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:

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

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

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

5. BENEFITS - DEPENDENTS:

<u>Cost to Employee</u>	<u>Amount of Insurance</u>
a) For employees hired prior to December 21, 1973	
25¢ per week	\$1,500 each dependent
70¢ per week	\$5,000 each dependent
b) For employees hired on or after December 21, 1973	
70¢ per week	\$5,000 each dependent

D.

1. Not later than June 19, 1984 the amount of the additional life insurance which employees 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:

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

2. 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.

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

A. The City shall provide hospitalization and medical insurance based on the Blue Cross/Blue Shield ward service under the Michigan Variable Fee coverage (MVF-2) and the Prescription Drug Group Benefit

Certificate with two dollar (\$2.00) co-pay (Certificate #87), known as the two-dollar (\$2.00), deductible Drug Rider for employees and their legal dependents, duty disability retirees and their legal dependents, 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, Health Care Network 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. 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.

24. LAYOFF BENEFIT PLAN

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.

25. RETIREMENT PROVISIONS

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 was not a member of the bargaining unit on or before February 1, 1984 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.

F. Employees who were members of this bargaining unit on or before February 1, 1984, or of any other bargaining unit which has this provision and become members of this bargaining unit subsequent thereto are entitled to a continuation of the vesting practice whereby employees who leave City employment after being vested but before reaching thirty (30) years credited service shall receive their retirement benefits the same day they would have been entitled to receive same had they continued in City service.

Those employees who were members of this bargaining unit on or before February 1, 1984, or of any other bargaining unit which has this provision, and become members of this bargaining unit subsequent thereto, shall pay the equivalent of .64 of one percent (.0064) of their base wages to the City.

This provision will remain portable for all February 1, 1984 bargaining unit members for as long as they are City employees and elect to pay for the benefit individually.

G. 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.

H. 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.

26. 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 is to be determined in supplemental agreements.

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.

7. Out-of-Town Travel

Employees incidentally assigned to out-of-town travel will be covered under the private car mileage reimbursement program or will be reimbursed for travel expenses at the option of the department.

27. PROFESSIONAL MEETINGS

A. The City will encourage attendance at Professional Meetings, where attendance is likely to increase the competency or otherwise benefit an attorney in his/her professional capacity.

B. The Union shall periodically make recommendations to the City regarding meetings where attendance by attorneys is desirable and may submit the names of persons who might attend.

C. With prior approval of the Department Head, and subject to approval of the City-Council when necessary, attorneys shall be given time off without loss of pay to attend such meetings. An attorney requesting time off to attend professional meetings shall notify the Department Head at the earliest time practicable of the date of the professional meeting. The Department Head shall give a written reply to the attorney's request for time at the earliest time practicable.

28. STATE LICENSING EXAMINATIONS

Provided an employee notifies the Department two (2) weeks in advance of his/her intention to take a State Licensing examination related to his/her occupational series, he/she shall be excused from his/her regular work assignment on the day he/she takes the examination without loss of pay or charge to an off-time bank.

29. BAR DUES

The City of Detroit will pay the employee's annual dues for the Michigan Bar and Detroit Bar Association for the years 1984, 1985 and 1986.

30. OTHER CONDITIONS OF EMPLOYMENT

The parties agree that the complete resolution of this Agreement includes recognition of the Union's position on parking for their membership as well as all other fringe benefits and working conditions.

All fringe benefits or working conditions not expressly provided for herein, shall otherwise be in accordance with the City Charter, Ordinances, Resolutions, and Personnel Department Rules as adopted by the Civil Service Commission.

Bulletin boards for postings of Union activities and announcements shall be available at bargaining unit work locations.

31. MAINTENANCE OF CONDITIONS

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

32. 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.

33. CONTENT

The parties acknowledge that for the life of the Agreement, they have voluntarily and unqualifiedly waived the right, and agreed that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to, or covered in this Agreement even though such subjects or 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.

34. 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 and Supplements 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.

35. 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. 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 the 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 as permitted by law but shall not result in any additional cost to the employee, (e.g. coordination of medicare/medicaid coverage with City hospitalization coverage).

36. PROTECTION CLAUSE

It is the City's commitment that in terms of a total compensation package, the Union 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.

37. DURATION, MODIFICATION AND TERMINATION

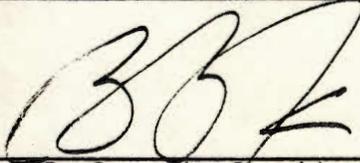
This Agreement shall become effective upon the effective date of Resolution of Approval of the City Council as provided by law and shall remain in full force and effect until 11:59 P.M., June 30, 1986.

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

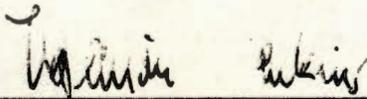
In the event the parties fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic items by June 30, 1986, this Agreement will remain in effect on a day to day basis. Either party may terminate the Agreement by giving the other party a ten (10) calendar day written notice on or after June 20, 1986.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 30th day of January, 1986.

PUBLIC ATTORNEYS ASSOCIATION:



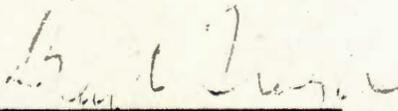
Thomas B. Serowik, President



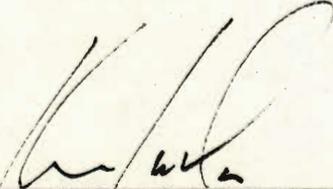
Marion Jenkins, Vice-President



G. Roberta Walden, Secretary



Stuart Trager, Treasurer

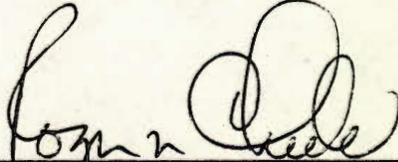


Kenneth D. Suda, International Rep.

CITY OF DETROIT:



Coleman A. Young, Mayor



for Floyd E. Allen, Director
Labor Relations Division



Joyce Garrett, Director
Personnel Department



Donald Pailen, Corporation
Counsel, Law Department



Bella I. Marshall, Director
Finance Department

APPROVED AND CONFIRMED BY
THE CITY COUNCIL FEB 12 1986
DATE

JEFFREY D. BLAINE
DEPUTY CITY CLERK

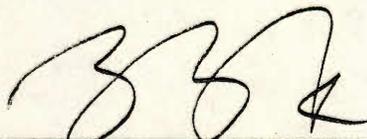
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND THE
PUBLIC ATTORNEYS ASSOCIATION UNIT

RE: Joint Union/Management Committee

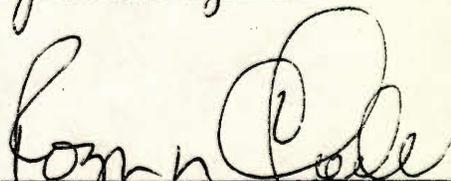
During negotiations, both parties expressed interest and concern in working toward maintaining a high level of professional standards in providing legal services on behalf of the citizens of Detroit; increasing the effectiveness of the Law Department; and in giving recognition to a career service for staff attorneys which would provide opportunity for advancement and professional development.

Accordingly, the parties have agreed to establish a joint union/management committee, consisting of two (2) Law Department management representatives, including the Corporation Counsel and/or Deputy Corporation Counsel, and two (2) union representatives, which shall meet on a continuing basis at mutually agreeable times. Matters which are appropriate for placement on the agenda of the committee include: proposed organizational changes in the Law Department, methods for evaluating performance of attorneys, provisions for adequate support staff for attorneys, promotional opportunities and methods for fostering professional development. Other matters affecting working conditions may be placed on the committee's agenda at the request of either party.

Dated this 30th day of January, 1986.



Thomas B. Serowik, President
Public Attorneys Association Unit



Floyd E. Allen, Director
for Labor Relations Division


Donald F. Pailen, Corporation
Counsel

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND THE
PUBLIC ATTORNEYS ASSOCIATION UNIT

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.

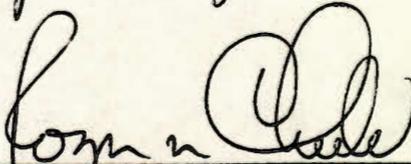
Of the 38.4% of surplus available, 80% will be used to fund wage increases up to 2% of base salary for all General Fund employees; once a 2% raise has been financed, 70% of any remaining surplus will be used for additional wage increases up to 4%; once a 4% raise has been financed, 60% of any remaining 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.

Dated this 30th day of January, 1986.



Thomas B. Serowik, President
Public Attorneys Association Unit



Floyd E. Allen, Director
for Labor Relations Division

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:

	<u>Magnitude of Raises</u>	<u>Share to be Used for</u>	
		<u>Wage Increases</u>	<u>Restore Positions</u>
1984-85:	-0- - 4%	90%	10%
	4.01 - 6%	75%	25%
	6.01 - 8%	<u>1/</u>	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%	<u>1/</u>	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

	<u>Uniformed</u>	<u>Civilian</u>	<u>Total</u>
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	<u>\$160,503,241</u>	<u>\$160,116,027</u>	<u>\$320,619,268</u>

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	<u>1,370,593</u>
Total Cost of 1% Raise	\$2,975,625



Personnel Department
Labor Relations Division
304 City-County Building
Detroit, Michigan 48226
(313) 224-3860

Coleman A. Young, Mayor
City of Detroit

April 19, 1984

Mr. David N. Smokler, President
Public Attorneys Unit - UAW
1010 City-County Building
Detroit, Michigan 48226

Dear Mr. Smokler:

There was considerable discussion during negotiations toward the 1983-86 Master Agreement between the City of Detroit and the Public Attorneys Unit concerning promotions in the Law Department. The parties have agreed that the ultimate decision on promotions and appointments rests with the Corporation Counsel. However, as the collective bargaining agent for those attorneys in the bargaining unit, the union seeks the opportunity to discuss promotional policies with the Corporation Counsel and, as part of the 1983-86 contract negotiations, to discuss with the Corporation Counsel promotions currently proposed or contemplated by the Law Department.

The Joint Union/Management Committee established under the 1983-86 Master Agreement will hopefully provide a forum for discussions on performance evaluation, professional development and promotional opportunities. In addition, the Corporation Counsel agrees that as soon as practicable after the signing of the 1983-86 Master Agreement, to meet with union representatives to discuss currently proposed promotions and to inform them of any future proposed promotions.

We appreciate the dedication and sense of responsibility which has always been shown by the professional staff of the Law Department.

Very truly yours,

for
Floyd E. Allen
Labor Relations Director

Donald Pailen
Corporation Counsel