

6/30/95

*Detroit, City of*

A G R E E M E N T

BETWEEN THE

CITY OF DETROIT

AND THE

SENIOR ACCOUNTANTS, ANALYSTS AND APPRAISERS ASSOCIATION

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AGREEMENT BETWEEN THE CITY OF DETROIT AND THE SENIOR ACCOUNTANTS,  
ANALYSTS AND APPRAISERS ASSOCIATION

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ANALYSTS AND APPRAISERS ASSOCIATION

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## A G R E E M E N T

This Agreement is entered into between the City of Detroit, a Michigan municipal corporation (hereinafter referred to as the "EMPLOYER" or the "CITY") and The Senior Accountants, Analysts, and Appraisers Association, a labor organization existing under the laws of the State of Michigan (hereinafter referred to as the "ASSOCIATION").

NOTE: The headings used in this Agreement and Exhibits neither add to nor subtract from the meaning but are for reference only.

### PURPOSE AND INTENT

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

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

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

D. Basic rights and equities of employees are established through the City Charter, Executive Orders of the Mayor, Ordinances and Resolutions of the City Council, rules of the Civil Service Commission, and the terms of this Agreement.

### 1. RECOGNITION OF ASSOCIATION

A. Pursuant to and in accordance with all applicable provisions of the Public Acts of 1947, as amended, the Employer does hereby recognize the Association as the exclusive representative for all employees holding the classifications listed in Schedule A, 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.

B. The City shall not promote any labor group or organization which purports to engage in collective bargaining or make any agreement with any labor group or organization which would violate any rights of the Association under this Agreement.

## 2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

B. 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. The City shall have the right to determine reasonable schedules of work, including overtime, and to establish the methods and processes by which such work is performed. The employee shall have the right to grieve upon the interpretation and application of these provisions.

C. It is understood by the parties that every incidental duty connected with operations enumerated in classification specifications is not always specifically described.

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

## 3. EQUAL EMPLOYMENT OPPORTUNITY

A. The City and the Association agree that the City is legally and morally obligated to provide equality of opportunity, treatment and consideration for all City employees and applicants for employment, and to establish policies and practices which will insure such equality of opportunity, treatment and consideration for all persons in all phases of the employment process without regard to race, color, creed, religion, national origin, age, political orientation, association affiliation, 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.

B. In recognition of the provision of the City Charter which mandates the City's Personnel Department to take affirmative action to assure that all levels of the classified service are reasonably representative of the ethnic and sex composition of the City, the City agrees to make available representatives of the Affirmative Action Unit of the Personnel Department to meet with representatives of the Association to discuss any aspects of Affirmative Action activities which may involve the Association or members of the bargaining unit.

#### 4. 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.

C. No employee represented by the Association who holds permanent status in a class shall be status changed to another classification without the employee's concurrence unless such status change was made for disciplinary reasons including demonstrated unsatisfactory work performance in the employee's current classification.

D. Personnel Records: All employees within the bargaining unit shall have the right to review his/her personnel record every six (6) months if requested by the employee in writing. Such requests shall be granted within five (5) working days of receipt of the written request and shall be scheduled during regular business hours. This review may be with the presence of the employee's representative if requested by the employee.

Employees shall be entitled to copies of materials in their personnel file, and to submit written statements explaining the

employee's position if there is disagreement with any material in the file in accordance with applicable State law.

E. No employee represented by the Association shall be assigned on a permanent basis to supervise or be responsible for the work of any other bargaining unit member who is at the classification level equal to or greater than that of the employee. Excluded from this provision are situations where the employee is assigned to work out-of-class, a promotion is pending or his/her position is undergoing classification survey. Also excluded are situations where the employee is a leadperson of a work team or task force.

## 5. ASSOCIATION SECURITY

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

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

C. All persons certified and employed with the City on or after October 11, 1947 and who are covered by this Agreement and who are not Association members, shall, as a condition of employment, pay the Association a service fee as a contribution towards the administration of this Agreement, in an amount determined by the Association in accordance with applicable Law. Employees who fail to comply with this requirement shall be discharged within thirty (30) calendar days after receipt of written notice by the Department from the Association, unless otherwise notified by the Association, in writing, within said thirty (30) calendar days and provided, that the Association shall release the Department from fulfilling the obligation to discharge if during such thirty (30) calendar 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 authorizes 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 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 have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions; and upon forwarding a check in payment of such deductions by mail to the Association, the City and its officers and employees shall be released from all liability to the employee-assignors, and to the Association under such assignments. (Chapter 13, Article 4, Section 4 of the Municipal Code of the City of Detroit.)

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

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

## 6. ASSOCIATION REPRESENTATIVES

A. The Association shall appoint representatives for members of the bargaining unit. Employee representatives shall be members of the bargaining unit. These representatives and the particular departments and offices which they serve as indicated in Schedule 3 shall be made known to the departments within thirty (30) calendar days of the effective date of this Agreement. The Association will promptly provide an updated list of any subsequent changes of Association Representatives to the Department and the City.

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.

## 7. GRIEVANCE PROCEDURE

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

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

An Association policy grievance is a difference between the Employer and the Association concerning the interpretation or application of any provision of the Agreement affecting many members of the bargaining unit in two (2) or more City departments and may be processed to Step 2 of the grievance procedure.

The grievance procedure contained in this Article shall be the exclusive grievance procedure available to members of the bargaining unit and shall be as follows:

### Step 1:

An employee who believes he/she has been dealt with unjustly because any provision of this Agreement has not been properly applied or interpreted, may discuss his/her complaint with his/her supervisor, with or without his/her district representative (in accordance with Schedule B); both parties shall discuss the complaint in a friendly manner and will make every effort to reach a satisfactory settlement.

### Step 2:

NOTE: Step 2 of the Grievance Procedure will only be applicable to the Finance, Health and Water and Sewerage Departments. This step can be omitted by mutual agreement of the parties.

If the matter is not satisfactorily settled, a grievance may be submitted in written form by the Association President, Designated Grievance Executive or Administrative Representative to the immediate supervisor, who will stamp the date received and forward the grievance to the Division Head or his/her designated representative.

The written grievance shall set forth the nature of the grievance, the date it occurred, identify the employee or employees involved by name, the provisions of this Agreement that the Association claims the City has violated, and specific remedies the Association desires.

In cases where the District Representative is involved, he/she shall be allowed time off the job without loss of time or pay to investigate and process grievances that may arise under this Agreement. This privilege shall not be abused. An aggrieved employee desiring the services of his/her district representative shall request permission from his/her supervisor, and permission shall be granted without undue delay.

A meeting will be held within five (5) working days of the date the written grievance is received by the Division Head. The meeting shall involve no more than three (3) City Representatives of which one shall be the Division Head or his/her designated representative and no more than three (3) Association representatives, which shall include:

1. The grievant
2. A Designated Association Representative
3. The Association President.

The Division Head or his/her designated representative shall submit his/her written answer to the Association President within five (5) working days after the meeting concerning the grievance.

If the answer of the Division Head or his/her designated representative is not acceptable to the Association, the Association may appeal in writing to the Department Head within five (5) working days of receipt of the written answer from the Division Head or his/her designated representative.

### Step 3

Within five (5) working days from the receipt of the written appeal from the second step, the Department Head will arrange a meeting. The meeting shall involve no more than three (3) City representatives, and no more than three (3) Association representatives, which shall include the appropriate Association Representative and the Association President.

The Department Head or his/her designated representative shall submit his/her written answer to the Association President within five (5) working days after the meeting concerning the grievance.

If the Department Head's or their designated representative's answer is not acceptable to the Association, the Association may appeal in writing to the Labor Relations Director within five (5) working days of receipt of the written answer from the Department Head or their designated representative.

#### Step 4

Within ten (10) working days from the receipt of the written appeal from the third step, the Labor Relations Division will arrange a meeting. The meeting shall involve no more than three (3) City representatives, and no more than three (3) Association representatives, which shall include the appropriate District Representative and the Association President.

The Labor Relations Director will answer the grievance in writing within ten (10) working days from the date of the meeting at which the grievance was discussed. The Labor Relations Director's answer will be sent to the Association President.

In the event the dispute is not settled, it may be referred to arbitration within ten (10) working days of receipt by the Association of the Labor Relations Director's answer.

#### Step 5 - Arbitration

Any unresolved grievances which relate to the interpretation, application or enforcement of any specific article and section of this Agreement which have been fully processed through the last step of the Appeal and Review Board of the 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. If the parties are unable to agree upon an ad hoc arbitrator, the party desiring arbitration shall refer the matter to the Federal Mediation and Conciliation Service (FMCS). Once a list of arbitrators is secured, 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 this Agreement and he/she shall be without power and authority to make any decision:

- a) Contrary to, or inconsistent with, or modifying or varying 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 336, as amended.
  - c) Concerning grievances appealed to the Mayor pursuant to applicable State Veteran Laws.
  - d) Granting any wage increases or decreases.
  - e) Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.
  - f) Contrary to the City's right to establish, adopt, and amend, promulgate and enforce uniform work rules for its departments.
  - g) Relative to position classification whether permanent or temporary. The parties recognize this is within the sole jurisdiction of the Personnel Department.
  - h) In a discipline case involving alleged misconduct, directing that the grievant be transferred to another department or agency.
3. The Arbitrator shall be without 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.
4. No settlement at any stage of the grievance procedure, except an arbitration decision, shall be a precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceeding.
5. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to his/her removal from the City payroll, and payments from Unemployment Insurance, Social Security Disability, Welfare, Aid to Dependent Children, and City funded Long Term Disability Insurance, Sickness and Accident Insurance and Automobile Accident Income Replacement Insurance. Where appropriate, the City shall reimburse those agencies and insurance funds so as to not affect the employees equity therein.
6. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case except by express agreement of the parties.

7. There shall be no appeal from the Arbitrator's decision, if made in accordance with his/her jurisdiction and authority under this Agreement. The Arbitrator's decision shall be final and binding on the City, on the employee or employees and on the Association.
8. In the event a case is appealed to an Arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.
9. The expenses of the Arbitrator shall be shared equally by the parties. The aggrieved and his/her local representative shall not lose pay for time off the job while attending the arbitration proceedings.
10. 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 bargaining issues which were or which could have been 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.

#### 8. TIME LIMIT ON GRIEVANCES

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

B. Any grievance under this Agreement which is not filed in writing within fifteen (15) working days after the grievance arises shall not be considered a grievance.

C. The time limits in the first two (2) steps of the grievance procedure can be shortened or extended or steps may be eliminated by mutual agreement; any grievance to which an answer is not made by the City within the time limits prescribed, or any extension which may have been agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the expiration date of the City's time limits.

D. Any grievance not appealed in writing from a decision at the previous step to the next step within the specified time periods shall be considered settled.



E. The Association may withdraw any grievance without prejudice at the first or second step. However, the grievance withdrawn may not be reinstated.

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

#### 9. TIME LIMIT ON MONETARY CLAIMS

A. The City shall not be required to pay back wages for any period longer than two (2) working days prior to the date on which a written grievance is filed.

B. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any direct monetary 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 programs such as 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. (Note: It is the understanding of the parties that deductions from back wages excludes all forms of income existing at the time the employee was suspended or discharged and which were not the direct result of the loss of employment).

C. In the case of a pay shortage in which the employee would not have been aware before receiving his/her pay, any adjustment shall be retroactive to the beginning of the pay period covered by such pay if a grievance is filed within ten (10) working days within receipt of such paycheck.

D. In cases where a pay shortage or an overpayment has occurred due to an error and the amount that should have been paid is not a matter of dispute no time limits on recovery shall apply.

#### 10. SPECIAL CONFERENCES

A. Special Conferences shall be arranged between the Association and the Department Head or his/her designated representative upon the

request of either party within ten (10) working days of such request. Such meetings shall be between no more than three (3) representatives of the department and no more than three (3) representatives of the Association one of whom shall be the Association President. Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the Conference is requested. A copy of the request and agenda shall be sent to the Labor Relations Division for informational purposes.

B. Matters taken up in Special Conferences shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 A.M. and 4:00 P.M. The representatives of the Association shall not lose time nor pay for time spent in Special Conferences.

C. On certain matters that concern employees of more than one department, Conferences shall be arranged between the Association representatives and the City's Labor Relations Division, in which case Association representation limitations shall be mutually agreed upon between the parties.

D. The Association may meet at a place designated by the City on the City's property for not more than one-half (1/2) hour immediately preceding a meeting with the representatives of the City for which a written request has been made.

## 11. INTERFERENCE WITH WORK

A. The Association agrees to refrain from engaging in any strike, work stoppage, slowdown or interference of any kind with the operations of the City during the term of this Agreement. Should a strike, work stoppage, slowdown, or similar interference with work occur, the City and the Association will take every affirmative step necessary to immediately end such activity.

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

C. It shall not be a violation of this Agreement, and it shall not be a cause for discharge or disciplinary action if any employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the Association, except that the City shall

not be required to pay the wages of employees who shall refuse to report for and be willing to work. Provided, however, that such refusal shall in no way be detrimental to the public health or safety. However, the employee cannot be ordered to cross a picket line if such action could result in adverse effect on the personal safety of the employee, nor shall employees be required to do work normally done by striking members of other Associations.

## 12. DISCHARGE AND SUSPENSION

A. When a City department believes that a discharge or suspension is warranted, such action must be initiated within fifteen (15) working days of the occurrence of the incident or condition giving rise to the department's action, or within fifteen (15) working days of the date it is reasonable to assume management became fully aware of the incident or condition.

B. The Employer agrees upon the discharge or suspension of an employee, to notify in writing, the Association representative of the discharge or suspension.

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

## 13. SENIORITY

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

layoff in the event of a reduction in force and the re-employment rights of employees.

B. Within ninety (90) calendar days of the signing of this Agreement the City will furnish to the Association, a seniority list showing each employee's name, address, department, classification, pension number, social security number and total City seniority date. This information will be organized in a format mutually agreeable to the Association and the City. The City also agrees to provide the Association with an up-to-date seniority list every three (3) months upon 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 layoff as set forth in the recall procedure.

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

1. Lay-offs 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 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.

14. SENIORITY FOR ASSOCIATION REPRESENTATIVES

A. Notwithstanding their standing on the seniority list, in the event of a reduction in force, the Association President, the designated Grievance Executive, and the Administrative Representative shall be continued in their employment in their employing department providing any of the following conditions exist and in the following order:

1. There continues to be a position in their current classification.
2. There is a position in any lower classification in their occupational series.
3. There is a position in a formerly-held classification which is in the bargaining unit.

B. If the above-indicated Association representative is laid-off by their department, they shall have priority in recall to available vacant positions in the classification in which they were laid off, any lower classification in their occupational series or any formerly-held classification which is in the bargaining unit.

C. The order of lay-off, demotion, and recall resulting from the operation of the provisions of this Article shall apply provided no employee outside the bargaining unit is affected.

D. The provisions of this Article shall apply as long as the Association President, the designated Grievance Executive, and Administrative Representative continue to hold their respective offices.

Should the Association representatives lose their office, the former Association representatives shall be subject to displacement by employees with greater seniority and who have been laid off or demoted as a result of reduction in force made prior to the loss of office.

Upon written notice from the Association President in office to the Certification Division of the Personnel Department that such loss of office has occurred, the City shall have thirty (30) days to investigate and make any required displacement.

15. SUB-CONTRACTING

The right of contracting or sub-contracting is vested in the City. The right to contract or sub-contract shall not be used for the

purpose or intention of undermining the Association nor to discriminate against any of its members nor shall any seniority employee be laid off or demoted as a direct and immediate result of letting a contract.

The City agrees that the Association will be notified prior to any such action which will directly affect the membership.

## 16. REDUCTION IN FORCE

In the event of a reduction in force affecting members of the bargaining unit, the 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 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 employee 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 Paragraph A of Section 4.

(b) Demotion or Transfer to a Formerly-Held Class

If the employee has previously held permanent status in another class not in series which is at the same or lower level, the employee may elect demotion or transfer to such class, provided there are one 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 permit, 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; and if there are no lesser seniority employees in the same classification, shall have the right to displace lesser seniority employees in a lower class in the same occupational series. Employees who fail to exhaust their eligibility for demotion to the next lower class in series in their department shall lose their eligibility for City-wide displacement. (Least senior employees displaced under this section shall be subject to demotion, transfer or layoff in accordance with applicable provisions of this Rule.)

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

### SECTION 4 - REEMPLOYMENT PROCEDURES

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

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

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

the order of their total city seniority from such lists, provided that employees who were laid off in such classes have been first recalled.

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

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

#### SECTION 5 - EFFECT OF JURISDICTIONAL LINES

The order of lay off, demotion and reemployment 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 were 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 month's standing.

## SECTION 10 - RETENTION OF REEMPLOYMENT RIGHTS

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

In the event there is a dispute as to the laid-off employee's residence under the above provision, the employee may request a residence investigation hearing as provided in Rule XII - Residence and Citizenship.

## 17. PROMOTIONS

Promotions of Association members to classifications within the bargaining unit shall be made on the basis of merit, ability, and seniority in accordance with applicable provisions of the City Charter and Personnel Department Rules.

18. PROBATION PERIODS

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

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

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

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

19. INTER-DEPARTMENTAL TRANSFERS

A. 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. 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.

B. The City agrees that a department head shall not arbitrarily refuse to allow an employee a transfer to another City department which has requested the employee's transfer. Such transfers shall be effectuated no later than thirty (30) calendar days from the effective date approved by the Personnel Department unless the transfer at such time would cause a serious adverse effect on departmental operations.

20. VETERANS PREFERENCE

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

21. MAINTENANCE OF CONDITIONS

Wages, hours and conditions of employment legally in effect at the execution of this Agreement, except as improved herein, shall 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.

22. COFFEE BREAKS

Employees covered by this Agreement shall be granted two (2) fifteen (15) minute breaks; one prior to the lunch break and one after the lunch break. Such coffee breaks shall not be used to extend the lunch period or change the starting or ending time of the work day.

23. OTHER CONDITIONS OF EMPLOYMENT

Fringe benefits and working conditions, except as otherwise expressly provided herein, shall be in accordance with the City Charter, Ordinances, Rules, Resolutions, Executive Orders of the Mayor and the Personnel Rules in effect on the execution date of this Agreement.

24. WAGES

A. All employees covered by this Agreement be compensated in accordance with the Memorandum of Understanding on pages 74 through 77 of this Agreement.

B. Each employee covered by this agreement who is paid at either the minimum or maximum rate and said rate is over \$20,000 per year, shall, if these rates fall between even hundred dollar levels after an increase is granted, have their rate adjusted to the next higher hundred dollar level.

25. RECRUITMENT AT ADVANCED STEP LEVELS

The City shall have the flexibility to hire new employees to classifications in the bargaining unit at advanced step levels within the pay range based upon an evaluation of their academic and practical training.

26. OVERTIME

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

B. Time and One-Half Overtime

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

1. Cash payment for all hours worked over forty (40) in one (1) service week except if such time is worked on a seventh day or a holiday.
2. Cash payment or credit for all hours worked on the sixth day, provided the employee has worked his/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 13, Article 2, Section 12 of the Municipal Code of the City of Detroit.

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

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

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

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

27. 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 13, Article 2, 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 13, Article 2, Section 12, of the Municipal Code of the City of Detroit.

All of the provisions of this section shall be in accordance with Chapter 13, Article 2 of the Municipal Code of the City of Detroit.

28. OUT-OF-CLASS WORK 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 exigencies 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 in excess of fifteen (15) consecutive work days, the department shall take steps to see that the employee so assigned shall be compensated at the appropriate rate for the work performed. Questions concerning out-of-class work claims shall be determined by the Job Analysis Section of the Personnel Department. The qualifying period to determine eligibility for out-of-class compensation shall be inclusive of absences, not exceeding two (2) days, by the employee so assigned.

C. Performing the duties of an employee in the next higher classification in series during short-term absences and normal vacation periods not in excess of fifteen (15) consecutive working days, 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.

29. 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 (1) year of seniority.

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

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

F. Jury Duty shall be considered as time worked.

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

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

### 30. WORKERS' 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 off-time banks and receives income under the Worker's Compensation Act, such income shall be supplemented by the City from his/her off time banks in an amount sufficient to bring it up to ninety-five 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.

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

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

D. When an employee receives sick leave pay from the City for a time period for which he/she subsequently receives Workers' Compensation benefits, the resulting overpayment shall be immediately recoverable by the City notwithstanding any limitations set forth elsewhere in this agreement pertaining to the recovery of overpayments which are due to payroll error.

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

### 31. 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 (1,000) hours of paid time, exclusive of overtime or premium time, and until they have attained

status as City employees for at least six (6) months. When employees qualify, as above stated, they shall be entitled to five (5) days of vacation leave. Once employees have earned at least eighteen hundred (1800) hours of paid time, exclusive of overtime, and have attained status as employees for at least twelve (12) months, they are entitled to five (5) additional vacation days. In order that an employee's time may be computed on a fiscal year basis, on the July 1 following his first year anniversary date of employment the employee will be entitled to a prorated vacation leave, computed by multiplying the number of months remaining from the anniversary date, to the end of the fiscal year by 8.3 per cent of ten (10) days and rounding the product to the nearest whole number. Thereafter, his vacation shall be computed on a fiscal year basis.

B. The vacation schedule shall be as follows:

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

C. VACATION PERIOD:

1. Vacations will, insofar as possible, be granted at a time most desired by employees according to their seniority and in accordance with department practices.

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

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

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

D. VACATION PRORATION:

Employees who fail to accumulate the required eighteen hundred (1800) straight time Regular Payroll hours, those who die and those who are separated from the service, either temporarily or permanently, so that it is apparent at the time of separation that they will not accumulate eighteen hundred (1800) hours of straight time pay, shall be entitled to vacation leave before such separation computed as follows: 8.3 per cent of the vacation credit of the previous July 1 multiplied by the number of calendar months in which employees have been paid for not less than one hundred and sixty (160) straight time Regular Payroll hours, and rounded to the nearest whole number. After eighteen hundred (1800) straight time hours are worked in a fiscal year, employees will be entitled to one-hundred per cent (100%) of their next July 1 vacation. In the special situation employees who have attained status for at least twelve (12) months but have not yet been placed on a fiscal year basis, and who are separated from the service, shall be entitled to prorated vacation leave, computed by multiplying the number of months worked from the one 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 half-day [1/2] day) will be posted to an employee's bank after he/she has accumulated sixteen hundred (1600) straight time hours in a fiscal year. The remainder of his/her time will be credited after he/she has worked eighteen hundred (1800) straight time hours. In the event an employee has been credited with more time than he/she has earned, on the succeeding July 1st, or date of separation, whichever comes first, the employee will have any vacation time credited but not earned charged first against his/her existing vacation bank, then to his/her swing holiday bank, or failing sufficient time in those two 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 preceding such vacation.

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

I. Employees will be permitted to request the conversion of two (2) vacation days into "Prior 'C' Time" to be posted by July 1 of each year.

### 32. 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.

### 33. HOLIDAYS AND EXCUSED TIME OFF

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

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

hundred eighty (180) calendar days and the third swing holiday after two hundred seventy (270) calendar days.

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

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

For the purpose of this section, an employee shall be considered off the payroll if he/she is fired, quits, is on a formal leave of absence granted by the Personnel Department (generally over thirty [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 or excused time day on which he/she is scheduled to work, he/she shall receive no pay for the holiday.

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

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

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

cause for the non-excused portion of the day, he/she shall forfeit this excused time for the day.

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

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

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

1. An employee assigned to a six or seven day 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 none of the above

listed accrued time, departmental leave may be used if available. If an employee has no paid time accrued, and wishes to work, the City will make every attempt to place an employee in his/her department on a job assignment consistent with their job classification and ability to perform the work.

In the event a department requires additional personnel during the period, the Personnel Department will be so advised. Employees who are without accrued time and are desirous of working during this 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 28, 29, 30, 1992  
December 28, 29, 30, 1993  
December 27, 28, 29, 1994.

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

L. The Holiday Schedule during the terms of this agreement is set forth in Exhibit II.

#### 34. 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 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.)



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

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

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

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

F. In order to be eligible for some economic benefits under this agreement, employees must be on the payroll as of a certain date. For the purposes of this agreement "on the payroll" shall mean that the employee was receiving regular pay in a classification covered by this agreement as of the qualifying date. Employees are on the payroll when absences are charged against sick leave, jury duty, funeral leave, vacation, C-time, holidays and other absences which are paid for under this agreement. Employees are considered "off the payroll" if they have resigned, are discharged, are laid off, are on workers' compensation without supplementation, are suspended for more than thirty days, or are on an unpaid absence from work from which they do not return within thirty (30) days. Such unpaid absences include leaves of absence, AWOL, etc. Being returned to the payroll for the sole purpose of receiving a lump-sum payment for vacation, C-time, retroactive pay adjustments, etc. shall not constitute being "on the payroll."

The definition set forth above shall generally apply absent specific provisions to the contrary for particular benefits.

### 35. LONGEVITY PAY

- A. Employees shall qualify for longevity pay as follows:
1. Employees may qualify for the first step of longevity pay, provided they have served as City employees for an accumulated period of five (5) years.
  2. Employees may qualify for the second step of longevity pay, inclusive of the first step provided, they have served as City employees for an accumulated period of eleven (11) years.
  3. Employees may qualify for the third step of longevity pay, inclusive of the first and second steps, provided they have

served as City employees for an accumulated period of sixteen (16) years.

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

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

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

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

D. Prorated longevity payments may be made between December 1 dates to qualified employees and officers who separate or take leave from City service, excluding those who are discharged, those who resign and those who resign with a vested pension. Such prorated longevity increment shall be paid for time served on a full calendar month basis since the date of their last longevity payment; provided, that each month shall

contain at least one hundred sixty (160) straight time Regular Payroll hours of service.

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

### 36. SICK LEAVE

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

The service month shall be defined in Schedule C. All employees must be on the payroll for the entire month to be eligible for sick leave.

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

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

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

E. Employees who have accumulated a total of fifty (50) or more days on July 1st shall receive up to five (5) bonus vacation days based upon their sick leave usage in the previous fiscal year. Such time shall be credited according to the following table:

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

This section shall otherwise be in accordance with Chapter 13-5-1 of the Municipal Code.

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

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

### 37. LEAVES OF ABSENCE

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

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

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

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

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

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

E. A member of the Association elected or appointed to a position in the Association which would take him from his/her 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 his/her Association position whichever occurs first. Such request shall be granted unless in the discretion of the department director such leave would cause a serious adverse effect on departmental operations.

F. Parenting Leaves: A parent of a new-born or newly-adopted infant who is eligible for a leave of absence may request a personal leave without pay for purposes of providing parental care or making child care arrangements. Such absence from work shall not exceed a maximum period of six (6) months including any optional use of accrued vacation or other earned time. Granting of such leave shall be at the discretion of the Department Director based upon the operating needs of the department.

In the case of employees who have been off work on sick leave or health leave of absence due to maternity, the optional leave for parenting purposes shall not begin until after the employee has been adjudged physically able to return to work.

### 38. 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.

### 39. DEATH BENEFITS AND LIFE INSURANCE

#### A. DEATH BENEFITS

Death benefits for all regular City employees are authorized by the City Charter, Title IX, Chapter VIII. The City Code, Chapter 13, Article 8, Section 8, currently provides a death benefit of \$6,000.00.

##### 1. MEMBERSHIP

Mandatory for regular employees.

##### 2. CONTRIBUTIONS

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

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

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

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

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

- d. Loss of any two of the members or facilities enumerated in (a), (b), (c).
- e. Permanent and complete paralysis of both legs or both arms or one leg and one arm.
- f. Incurable insanity or imbecility.

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

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

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

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

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

#### C. GROUP LIFE INSURANCE

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

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

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

4. BENEFITS - DEPENDENTS:

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

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

<u>Yearly Pay</u>	<u>Amount of Insurance Option 1</u>	<u>Amount of Insurance Option 2</u>
\$12,500 to \$15,000	\$15,000	\$30,000
\$15,000 to \$17,500	\$17,500	\$35,000
\$17,500 to \$20,000	\$20,000	\$40,000
\$20,000 to \$22,500	\$22,500	\$45,000
\$22,500 to \$25,000	\$25,000	\$50,000
\$25,000 to \$27,500	\$27,500	\$55,000
\$27,500 to \$30,000	\$30,000	\$60,000
\$30,000 to \$32,500	\$32,500	\$65,000
\$32,500 and above	\$35,000	\$70,000
And so forth in \$2,500 Increments	And so forth in \$2,500 Increments	And so forth in \$5,000 Increments



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

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

A. The City shall provide hospitalization and medical insurance based on the Blue Cross/Blue Shield ward service under the Michigan Variable Fee coverage (MVF-2) and the Prescription Drug Group Benefit Certificate with two dollar (\$2.00) co-pay (Certificate #87), known as the two-dollar (\$2.00), deductible Drug Rider for employees and their legal dependents, duty disability retirees and their legal dependents, duty death beneficiaries and their legal dependents as provided by Chapter 13, Article 8 of the Municipal Code of the City of Detroit.

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

Single person	\$100.06
Two persons	238.29
Family	253.54

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

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

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

Single person	\$100.06
Two persons	238.29

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

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

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

Single Person  
Two Persons  
Family

G. The City shall provide for all active employees and their dependents a Dental Plan which shall be equivalent to the Blue Cross/Blue Shield program which provides Class I benefit on a 25% co-pay basis and Class II and III benefits on a fifty percent (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 fifty percent (50%) co-pay basis with a \$1,000 life time maximum. Other terms and conditions regarding these plans shall be in accordance with the standard Blue Cross/Blue Shield policies regarding administration of such programs.

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

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

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

I. If, during the term of this agreement, a Federal Health Care Law is enacted, the parties shall enter into immediate collective

bargaining negotiations over the impact of such a law on the existing arrangement for funding and providing health care benefits.

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

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

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

M. The Association and the City are in agreement on the escalating costs of health care in the health care industry. In recognition of the above and in an attempt to take positive steps to control costs and improve delivery systems the City agrees to form a multi-union Health Care Committee comprised of not more than five (5) representatives from the Unions and five (5) from the City. The Senior Accountants, Analysts, and Appraisers Association shall be one of the unions selected to participate on the committee.

Connected with the above, the Association strongly approves of the design and implementation of a flexible benefits package.

#### 41. 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 thirty (30) consecutive calendar days; whereupon

- he/she will be eligible retroactively for benefits commencing after the second week of lay-off;
- 11) must not be on layoff from a classification designated as special service, limited term, part-time, provisional, contractual, limited status, or for which the duration of employment is listed as seasonal;
  - 12) must have at least eighteen (18) months total City seniority.
- c) an employee shall forfeit permanently all eligibility for S.U.B. if he/she shall misrepresent any material fact in connection with an application by him/her for any S.U.B. or other unemployment compensation. Furthermore, he/she shall be subject to disciplinary action upon his/her return to active status.

### Section 3. Powers and Authority to the City

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

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

### Section 4. Amount of Weekly Supplemental Benefit

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

### Section 5. Duration of Supplemental Benefit

An eligible applicant shall be entitled to one 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.

42. 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 has thirty (30) or more years of credited service or ten (10) years of service and attained age sixty (60) or eight (8) years and attained age sixty-five (65) 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. Employees may retire on or after July 1, 1992 with 25 years of credited service but less than 30 and receive an actuarially reduced pension which shall be known as the Actuarially Reduced 25 Year Option of the Retirement Plan. Employees who are receiving a duty or a non-duty disability pension or Income Protection benefits may elect to convert to this new option if they otherwise meet the qualifications.

Employees who have resigned with 25 or more years of service since July 1, 1992, shall have ninety (90) days to submit an application for this option from the date they are officially notified by the Pension Bureau that said application can be processed.

After the initial enrollment of applicants by the Pension Bureau, employees who subsequently leave City employment shall have ninety (90) days from their last paid date on the City payroll to select this option.

Retirees who began receiving a Duty or Non-Duty Disability Pension after July 1, 1992, may convert to this option no later than ninety (90) days after they would have had twenty-five (25) years with the City and have been notified by the Pension Bureau of the availability of this option.

Employees who began receiving Income Protection Benefits after July 1, 1992 may convert to this option anytime after they have had twenty-five (25) years of service with the City.

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 from the City with a regular retirement or the Actuarially Reduced 25 Year Option 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. 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 "40 and 8" age and service requirement.

D. For employees who separate from City service with a vested pension prior to reaching eligibility for a regular service retirement, time earned after July 1, 1988 shall not be factored into the formula for determining their pension benefit until they shall have attained age 62. This provision will not affect the current practice governing disabled employees.

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

E. Employees in this bargaining unit, or of any other bargaining unit which has this provision and become members of this bargaining unit subsequent thereto shall continue the vesting practice whereby employees who leave City employment after being vested but before reaching eligibility for a service retirement, shall receive their retirement benefits the same day they would have been entitled to receive same had they continued in City service.

Beginning July 1, 1988, employees in this bargaining unit, shall pay the equivalent of .64 of one percent (.0064) of their wages which count towards Average Final Compensation to the City as consideration for continuation of the vesting provisions set forth in the preceding paragraph. This provision will remain portable for all July 1, 1988 bargaining unit members for as long as they are City employees and elect to pay for the benefit individually. Bargaining Unit members who are eligible for a regular service retirement (30 years of service or age 60 with ten years of service or age 65 with 8 years of service) will not have the .64% deduction taken from their wages. Employees who came into the bargaining unit after July 1, 1988 are not eligible for the "old" vesting provision and will not have the .64% deduction taken from their wages.

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

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

H. At the time of retirement, members of the general City pension system may elect an option which shall entitle them to change their pension option from either option 2 or option 3 to a straight life pension after they have commenced collection of the pension if the member's beneficiary predeceases the member. This shall be known as the Pop-Up Option. The actuarial cost of the change in benefit shall be borne by the member who selects this change in his/her option election.

I. Employees who retire on or after July 1, 1992 shall have their pensions computed according to the following formula. Using the highest paid 48 consecutive months out of the last 120 including longevity payments, as Average Final Compensation; 1.5% of Average Final Compensation for each year of service for the first 10 years; 1.7% of Average Final Compensation for each year of service for the second 10 years and 1.9% of Average Final Compensation for each year of service in excess of 20 years plus \$12 for each year of City service not to exceed \$120. In no case shall benefits paid by the Retirement System exceed ninety percent (90%) of Average Final Compensation except in the case where a higher pension amount has been earned in accordance with the provisions in effect prior to July 1, 1992.

J. The maximum annual amount payable to an individual on a Duty Disability pension shall be increased to \$5,700 and for Non-Duty Disability pension to \$3,900.

K. Minor dependents under age 19 or permanently mentally or physically impaired dependent children who become impaired prior to age 19 of employees who die with 20 years of service without a surviving spouse shall receive a payment of \$5,700 per year which shall be divided equally amongst all eligible dependents. The payment will cease when the last minor attains age 19 or for mentally or physically impaired children at death. There shall be no retirement escalator for this payment.

L. The annual post retirement escalator factor shall increase from 2.0% to 2.25% of original base pension effective July 1, 1992.

M. 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 and Ordinance 2-93, J.C.C. Page 133.

#### 43. MILEAGE

##### 1. Rates of Payment

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



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

2. Definition of Reimbursable Mileage

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

3. For City employees residing in Detroit and who report for work outside of Detroit on regularly assigned basis the travel allowance shall be as follows:

- A. For employees reporting for work at North Service Center - \$5.00 per day travel allowance.
- B. For employees reporting for work at Southwest Station - \$3.00 per day travel allowance.
- C. For employees reporting for work at Ford Road Booster Station - \$1.50 per day travel allowance.
- D. For employees assigned to Lake Huron Station - \$18.00 per day travel allowance. Employees permanently assigned to Lake Huron Station shall be ineligible for this payment eighteen (18) months after their assignment to this location.

4. Accident Payments

When an employee is involved in an accident while on City business resulting in damage to his automobile in excess of \$50.00, the City will pay for unrecoverable collision damage in excess of \$50.00 not to exceed

\$250.00. Employees must furnish proof to their department of the time of an accident and the extent of the damages. Automobile accidents will be excluded from the City's regular small claims program.

5. In the event of an automobile breakdown during regular working hours, the time which an employee is allowed for servicing and repairing his automobile shall be a proper subject of a special conference.

6. At no time during the term of this Agreement shall any person or persons who regularly uses and provides his/her or their cars to perform his/her or their job assignments, withhold same in an effort to coerce or otherwise bring pressure to bear on the City to change any terms of this Agreement. Employees who do so may be subject to discipline.

Properly documented good faith reasons for temporary and incidental failure to use or provide such a car shall not be subject to the provisions of this section.

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

#### 44. 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.

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

NOTE: Effective July 1, 1980 employees hired into the Junior or Senior Medical Technologist Classification are required to be residents of the City of Detroit. The Civil Service Commission action of September 19, 1967 and September 3, 1968 approving the State of Michigan as the approved residence area for the classifications of Junior Medical Technologist and Senior Medical Technologist will remain in effect for persons hired prior to July 1, 1980 who are currently employed as Junior or Senior Medical Technologists or who were laid off and are on the special register (Blocking List) for these classifications.

45. COOPERATION IN VALIDATION STUDIES

A. The City and the Association recognize the need for and the responsibility of the Personnel Department in taking steps to insure that written tests and other selection devices and procedures used in selecting persons for positions in City service be validated, i.e. that such devices and procedures be shown to be predictive of, or significantly related to, important elements of work behavior of the position or positions for which applicants are being evaluated.

B. The Personnel Department agrees to inform the Association of all validation studies and projects directed toward development of validated tests in which the Association or Association members are asked to participate and, upon request, to meet with Association representatives to discuss any aspects of such studies or projects.

C. The Association agrees to cooperate and provide assistance in validation studies and test development projects conducted by the Personnel Department, and to use its good offices to secure the cooperation and participation of Association members in such studies or projects, provided that the Association is assured that such studies or projects will not cause any detriment to the members of the bargaining unit.

46. SAFETY

The City shall provide a reasonably safe and healthful working environment. Any dispute as to health and safety shall be referred to the appropriate level of the grievance procedure.

47. FLEX-TIME

The City agrees to maintain the current flex-time system for SAAA in those departments which have expressed no major problems therewith. This system is:

Employees covered by the SAAA agreement shall generally be permitted to arrive at their assigned work stations at any time between 3/4 hour before and 3/4 hour after their currently scheduled starting time. Quitting time for these employees would be that time following

completion of their currently assigned number of work hours for that work day.

- a. If an employee's (or employees') presence is required on a specific day at a specific time, the department head may deny said employee or employees the right to fully utilize the above described flex-time system on that day.
- b. If an employee or employees are presently assigned to a 24 hour operation, utilization of the above flex-time system shall be modified to permit necessary coverage.

Those departments which have expressed major problems with the current flex-time system for SAAA will meet with the Association representatives and the Labor Relations Director and or his/her designated representative in Special Conference to resolve the problems. These meetings shall take place upon departmental request, and any resulting modifications and/or elimination of the program will be effectuated within thirty (30) days thereafter.

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

#### 48. STATE LICENSING EXAMINATIONS

Provided an employee notifies the Department two (2) weeks in advance of his/her intention to take a State of Michigan 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.

#### 49. TUITION REFUND

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

The maximum amount of the tuition refund shall be \$600.00 per fiscal year effective July 1, 1990.

#### 50. RATES FOR NEW POSITIONS

When the Personnel Department establishes a new classification or materially changes the specifications of an existing classification, the rate of pay shall be determined by the Labor Relations Division, subject to the approval of the department involved. Recommendation for the establishment of such rates shall be directed by the Labor Relations Division to the City Council. When the new classification clearly falls within bargaining units covered by the Agreement, the Association will be advised as to the classification, the departments, the rate and anticipated number of employees affected before any action will be taken by the City Council. In the absence of any appeal by the Association within ten (10) working days of the date of the notice to the Association, action on the position will be submitted to the City Council. In the event of an appeal the interested bargaining agent may negotiate for a suitable rate with the proper department or departments and the Labor Relations Division and the matter shall be handled in accordance with the procedure for Special Conference. If the parties fail to reach an agreement on a new rate within forty-five (45) days after notice is given to the Association, the City may implement its last offer to the Association. Any subsequent settlement shall have retroactivity to the date the offer is implemented.

#### 51. PROTECTION CLAUSE

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

The parties agree that special wage adjustments for particular classifications within other bargaining units, when based upon personnel recruitment and retention difficulties or special job skills, shall not require an equivalent increase for the unit at large; the parties further agree, however, that an adjustment shall be required for a unit classification to maintain the recognized traditional wage relationship to another bargaining unit's classification which received such a special wage adjustment.

52. SUCCESSOR CLAUSE

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by a change of any kind of the ownership or management of either party hereto or of any separable, independent segment of either party hereto.

53. CONTENT

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

54. 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.

55. MODIFICATION AND TERMINATION

It is agreed between the parties that this contract shall continue in full force and effect until 11:59 p.m., June 30, 1995. If either party desires to modify this contract it shall give written notice during the month of February, 1995. Negotiations for a new contract shall commence thirty (30) days after that date.

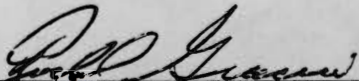
In the event the City and the Association fail to arrive at an agreement on wages, fringe benefits, other monetary matters and non-economic items by June 30, 1995, this Agreement will remain in effect on a day to day basis. Either party may terminate the Agreement by giving the other party a ten (10) day written notice on or after June 20, 1995.

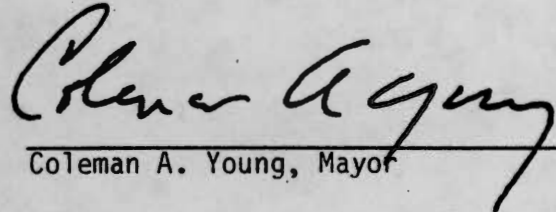
IN WITNESS WHEREOF, the parties hereto have affixed their signatures below:

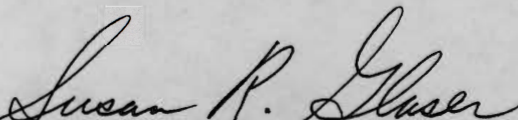
On this 15<sup>th</sup> day of December, 1993.

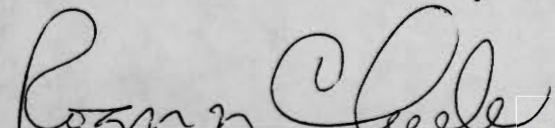
FOR THE ASSOCIATION:

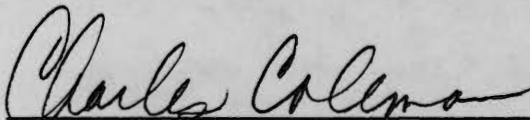
FOR THE CITY:

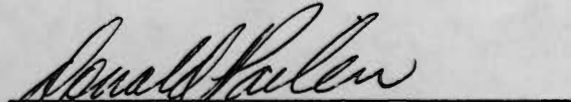
  
\_\_\_\_\_  
Ronald Gracia, President

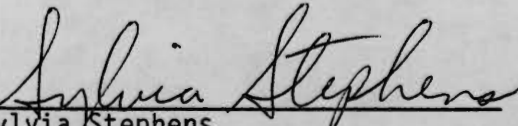
  
\_\_\_\_\_  
Coleman A. Young, Mayor

  
\_\_\_\_\_  
Susan R. Glaser  
Administrative Representative

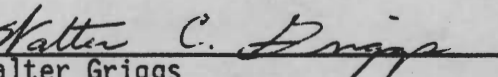
  
\_\_\_\_\_  
Roger M. Cheek, Director  
Labor Relations Division

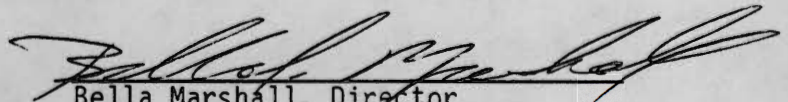
  
\_\_\_\_\_  
Charles Coleman  
Vice President No. 1

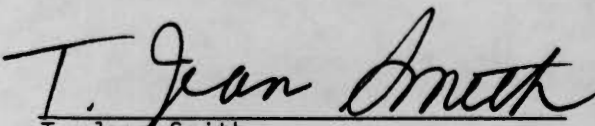
  
\_\_\_\_\_  
Donald Pailen, Corporation Counsel  
Law Department

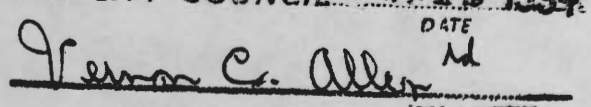
  
\_\_\_\_\_  
Sylvia Stephens  
Vice President No. 2

  
\_\_\_\_\_  
Fred Martin, Director  
Personnel Department

  
\_\_\_\_\_  
Walter Griggs  
Treasurer

  
\_\_\_\_\_  
Bella Marshall, Director  
Finance Department

  
\_\_\_\_\_  
T. Jean Smith  
Secretary

APPROVED AND CONFIRMED BY  
THE CITY COUNCIL **JAN 12 1994**  
DATE  
  
\_\_\_\_\_  
DEPUTY CITY CLERK



SCHEDULE A

CLASSIFICATIONS REPRESENTED BY THE  
SENIOR ACCOUNTANTS, ANALYSTS AND APPRAISERS ASSOCIATION

BARGAINING UNIT  
CODE NUMBER: 7100

<u>CLASSIFICATION</u>	<u>CLASS NUMBER</u>
I. <u>City-Wide, EXCEPT Library, Personnel Department and Transportation Department, except the Transportation Engineering Division (SAAA represents employees in the Transportation Engineering Division)</u>	
Data Processing Programming Aide - Interim	04-16-08
Data Processing Telecommunication Technician	02-50-33
Intermediate Appraiser - Realty	06-10-21
Intermediate Appraiser - Personalty	06-10-23
Intermediate Data Processing Programmer Analyst	04-17-22
Intermediate Governmental Analyst	04-15-21
Intermediate Purchases Agent	05-10-21
Intermediate Statistician	04-50-23
Intermediate Urban Renewal Assistant	42-20-21
Junior Accountant	04-20-11
Junior Appraiser	06-10-11
Junior Data Processing Programmer Analyst	04-17-12
Junior Governmental Analyst	04-15-11
Junior Purchases Agent	05-10-11
Junior Statistician	04-50-11
Junior Urban Renewal Assistant	42-20-11
Nutritionist	24-23-11
Program Development & Evaluation Specialist-Substance Abuse	09-94-10
Semi-Senior Accountant	04-20-21
Senior Accountant	04-20-31
Senior Appraiser - Personalty	06-10-33
Senior Appraiser - Realty	06-10-31
Senior Data Processing Programmer Analyst	04-17-32
Senior Data Processing Telecommunication Technician	02-50-43
Senior Governmental Analyst	04-15-31
Senior Program Development & Evaluation Specialist - Substance Abuse	09-94-20
Senior Purchases Agent	05-10-31
Senior Statistician	04-50-31
Senior Urban Renewal Assistant	42-20-31
Technical Aid-Accounting	01-91-10
Technical Aid-Business Administration	01-91-11

SCHEDULE A - Continued

SENIOR ACCOUNTANTS, ANALYSTS AND APPRAISERS ASSOCIATION  
BARGAINING UNIT CODE NUMBER: 7100

<u>CLASSIFICATION</u>	<u>CLASS NUMBER</u>
<u>II. City-Wide, EXCEPT Library, and Personnel Department</u>	
Intermediate Job Development and Training Specialist	07-50-21
Intermediate Social Planning and Development Assistant	09-93-25
Intermediate Statistician - Biomedical	04-50-24
Junior Job Development and Training Specialist	07-50-11
Junior Public Health Educator	29-20-11
Junior Social Planning and Development Assistant	09-93-15
Public Health Educator	29-20-21
Senior Data Processing Equipment Operator	02-50-31
Senior Job Development and Training Specialist	07-50-31
Senior Public Health Educator	29-20-31
Senior Social Planning and Development Assistant	09-93-35
Senior Statistician - Biomedical	04-50-32
<u>III. Health Department and Police Departments, ONLY</u>	
Junior Medical Technologist	24-33-11
Senior Medical Technologist	24-33-21
<u>IV. Budget Department, ONLY</u> (See Memorandum of Understanding)	
Intermediate Budget Analyst	04-12-21
Senior Budget Analyst	04-12-31
<u>V. Finance Department, Water Department And Community and Economic Development Departments, ONLY</u>	
Junior Assessment Technician	09-33-11
Junior Assessment Technician Trainee	09-11-32
Assessment Technician	09-33-21
Senior Assessment Technician	09-33-31

SCHEDULE B

ASSOCIATION REPRESENTATIVE DISTRICTS

The below listed Department and Division designations shall constitute Association Representative Districts, each of which shall be served by one representative. The District Representative shall represent the bargaining unit members employed in the District to the extent of the authority as provided for elsewhere in this Agreement.

DISTRICTS

- I - Auditor General's Office
- II - Budget Department
- III - Data Processing Department
- IV - Department of Public Works
- V - Finance Department:
  - a) Administration - Contract Compliance  
Accounts - General Accounting, Debt Management, Risk Management, Payroll Audit, Voucher Audit, Income Tax Section
  - b) Purchasing
  - c) Treasury, including Income Tax Collections
  - d) Assessments
- VI - Community & Economic Development
- VII - Civic Center; Municipal Parking; Senior Citizens
- VIII - Police
- IX - Recreation
- X - Water & Sewerage:
  - a) Main Office and other Downtown locations
  - b) Waste Water Treatment Plant, Industrial Waste Control (Livernois Center)
- XI - Employment and Training
- XII - Health
  - a) Medical Technologists
  - b) Health-Education & Nutrition
  - c) General

SCHEDULE B (con't)

DISTRICTS

XIII - Housing

XIV - Neighborhood Services Department

XV - Public Lighting

XVI - Council of the Arts; Fire; Historical; Productivity; Consumer Affairs; DIA; DOT; City Engineering; Planning

1. The Association may designate an alternate in each of the above listed districts who will serve as the District Representative in the District Representative's absence.
2. The person serving as the District Representative or alternate must be employed in that district.
3. In the event a District Representative has not been properly appointed for a district or the District 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.

SCHEDULE C  
SICK LEAVE ACCRUAL SCHEDULE 1992 - 1993

<u>Year</u>	<u>Calendar Month</u>	<u>Payroll Month Qualifying Work Period</u>	<u>For "A" Weekly/ "B" or "C" Bi-Weekly Payrolls</u>	<u>Paid On</u>	<u>Sick Leave Credited</u>	<u>First Day Sick Leave May Be Taken</u>
1992	July	6-29 - 7-26	A & C	July 10,17,24,31	July 31	Aug. 1
		6-22 - 7-19	B			
	August	7-27 - 8-30	A	Aug. 7,14,21,28, Sept.4	Sept. 4	Sept. 1
		7-20 - 8-30	B			
		7-27 - 8-23	C			
	September	8-31 - 9-27	A & B	Sept. 11,18,25, Oct. 2	Oct. 2	Oct. 1
		8-24 - 9-20	C			
	October	9-28 - 10-25	A & B	Oct. 9,16,23,30	Oct. 30	Nov. 1
		9-21 - 10-18	C			
	November	10-26 - 11-29	A	Nov. 6,13,20,25, Dec. 4	Dec. 4	Dec. 1
		10-26 - 11-22	B			
		10-19 - 11-29	C			
December	11-30 - 12-27	A & C	Dec. 11,18,23,30	Dec. 29	Jan. 1	
	11-23 - 12-20	B				
1993	January	12-28 - 1-31	A	Jan. 8,15,22,29, Feb. 5	Feb. 5	Feb. 1
		12-21 - 1-31	B			
		12-27 - 1-24	C			
	February	2-1 - 2-28	A & B	Feb. 12,19,26, Mar. 5	Mar. 5	Mar. 1
		1-25 - 2-21	C			
	March	3-1 - 3-28	A & B	Mar. 12,19,26, Apr. 2	Apr. 2	Apr. 1
		2-22 - 3-21	C			
	April	3-29 - 4-25	A & B	Apr. 9,16,23,30	Apr. 30	May 1
		3-22 - 4-18	C			
	May	4-26 - 5-30	A	May 7,14,21,28, June 4	June 4	June 1
		4-26 - 5-23	B			
		4-19 - 5-30	C			
	June	5-31 - 6-27	A & C	June 11,18,25, July 2	July 2	July 1
		5-24 - 6-20	B			

SCHEDULE C - Continued  
SICK LEAVE ACCRUAL SCHEDULE 1993 - 1994

<u>Year</u>	<u>Calendar Month</u>	<u>Payroll Month Qualifying Work Period</u>	<u>For "A" Weekly/ "B" or "C" Bi-Weekly Payrolls</u>	<u>Paid On</u>	<u>Sick Leave Credited</u>	<u>First Day Sick Leave May Be Taken</u>
1993	July	6-28 - 7-25 6-21 - 7-18	A & C B	July 9,16,23,30	July 30	Aug. 1
	August	7-26 - 8-29 7-19 - 8-29 7-26 - 8-22	A B C	Aug. 6,13,20,27, Sept. 3	Sept. 3	Sept. 1
	September	8-30 - 9-26 8-23 - 9-19	A & B C	Sept. 10,17,24, Oct. 1	Oct. 1	Oct. 1
	October	9-27 - 10-31 9-27 - 10-24 9-20 - 10-31	A B C	Oct. 8,15,22,29, Nov. 5	Nov. 5	Nov. 1
	November	11-1 - 11-28 10-25 - 11-21	A & C B	Nov. 12,19,24, Dec. 3	Dec. 3	Dec. 1
	December	11-29 - 12-26 11-22 - 12-19	A & C B	Dec. 10,17,22,29	Dec. 28	Jan. 1
1994	January	12-27 - 1-30 12-20 - 1-30 12-27 - 1-23	A B C	Jan. 7,14,21,28, Feb. 4	Feb. 4	Feb. 1
	February	1-31 - 2-27 1-24 - 2-20	A & B C	Feb. 11,18,25, Mar. 4	Mar. 4	Mar. 1
	March	2-28 - 3-27 2-21 - 3-20	A & B C	Mar. 11,18,25,27, Apr. 1	Apr. 1	Apr. 1
	April	3-28 - 4-24 3-21 - 4-17	A & B C	Apr. 8,15,22,29	Apr. 29	May 1
	May	4-25 - 5-29 4-25 - 5-22 4-18 - 5-29	A B C	May 6,13,20,27, June 3	June 3	June 1
	June	5-30 - 6-26 5-23 - 6-19	A & C B	June 10,17,24, July 1	July 1	July 1

SCHEDULE C - Continued  
SICK LEAVE ACCRUAL SCHEDULE 1994 - 1995

<u>Year</u>	<u>Calendar Month</u>	<u>Payroll Month Qualifying Work Period</u>	<u>For "A" Weekly/ "B" or "C" Bi-Weekly Payrolls</u>	<u>Paid On</u>	<u>Sick Leave Credited</u>	<u>First Day Sick Leave May Be Taken</u>
1994	July	6-27 - 7-31	A	July 8,15,22,29, Aug. 5	Aug. 5	Aug. 1
		6-20 - 7-31	B			
		6-27 - 7-24	C			
	August	8-1 - 8-28	A & B	Aug. 12,19,26, Sept. 2	Sept. 2	Sept. 1
		7-25 - 8-21	C			
	September	8-29 - 9-25	A & B	Sept. 9,16,23,30	Sept. 30	Oct. 1
		8-22 - 9-18	C			
	October	9-26 - 10-30	A	Oct. 7,14,21,28, Nov. 4	Nov. 4	Nov. 1
		9-26 - 10-23	B			
		9-19 - 10-30	C			
	November	10-31 - 11-27	A & C	Nov. 10,18,23, Dec. 2	Dec. 2	Dec. 1
		10-24 - 11-20	B			
December	11-28 - 12-25	A & C	Dec. 9,16,22,29	Dec. 28	Jan. 1	
	11-21 - 12-18	B				
1995	January	12-26 - 1-29	A	Jan. 6,13,20,27, Feb. 3	Feb. 3	Feb. 1
		12-19 - 1-29	B			
		12-26 - 1-22	C			
	February	1-30 - 2-26	A & B	Feb. 10,17,24, Mar. 3	Mar. 3	Mar. 1
		1-23 - 2-19	C			
	March	2-27 - 3-26	A & B	Mar. 10,17,24,31	Mar. 31	Apr. 1
		2-20 - 3-19	C			
	April	3-27 - 4-30	A	Apr. 7,14,21,28, May 5	May 5	May 1
		3-27 - 4-23	B			
		3-20 - 4-30	C			
	May	5-1 - 5-28	A & C	May 12,19,26, June 2	June 2	June 1
		4-24 - 5-21	B			
	June	5-29 - 6-25	A & C	June 9,16,23,30	June 30	July 1
		5-22 - 6-18	B			

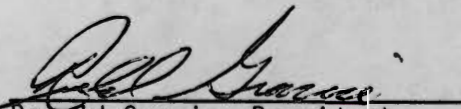
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND THE  
SENIOR ACCOUNTANTS, ANALYSTS & APPRAISERS ASSOCIATION


---

RE: CAR AVAILABILITY ALLOWANCE

If as a condition of employment an employee must bring his/her car to work, then the City must pay the daily rate, regardless of whether it is used or not. If the employee brings the car to work by his/her own choice and does not drive it on City business, then no payment is to be made.

Dated this 15<sup>th</sup> Day of December 1993.

  
Ronald Gracia, President  
Senior Accountants, Analysts  
& Appraisers Association

  
Roger N. Cheek, Director  
Labor Relations Division



MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND THE  
SENIOR ACCOUNTANTS, ANALYSTS & APPRAISERS ASSOCIATION

---

RE: MEDICAL TECHNOLOGISTS IN THE HEALTH DEPARTMENT

A. The City recognizes that Medical Technologists are charged with providing a professional service in a safe, competent and thorough manner. It is recognized that in order to do so, it is the responsibility of the City to provide Technologists, facilities and supporting personnel.

B. In hiring Medical Technologists, credit for experience outside of City Service will be allowed on the basis of one (1) year credit for each two (2) years of outside Medical Technologist experience within the ten (10) years immediately preceding the date of hire.

C. Health Exams - Health Exams will be arranged for all Technologists employed by the City of Detroit without cost to the Technologist prior to completion of the probationary period.

Tests will include

1. Tuberculin Testing
2. Hemoglobin
3. Blood Pressure
4. Vision and Hearing
5. Height and Weight
6. Urinalysis

Results of these tests will be sent to the Medical Technologist's private physician upon request. The Manager of Medical and Public Health Services can advise whether or not further evaluation is necessary by a private physician.

D. A tuberculin test will be given each Technologist no less than once annually.

E. In addition, a physical exam may be requested and provided for any Medical Technologist by the Administration (Division Administrator) on the basis of her health history.

F. Immunization - Every Medical Technologist will be given an opportunity to obtain the following immunizations free of charge and a billfold size card will be supplied indicating the date immunizations were given.

1. Small Pox Vaccination
2. Tetanus Toxoid Series or Booster
3. Influenza
4. Adult Diphtheria Toxoid Series or Booster
5. Polio Series or Booster

Immunization will only be provided at intervals as recommended by the Health Commissioner.

G. Injury on Duty - Technologists must immediately report to their supervisor any accident or injury occurring while on duty.

1. If a Technologist is so seriously injured as to require emergency treatment, such arrangements should be made immediately, with a report of the situation to the supervisor or designated safety officer at the earliest possible moment.
2. If the injury sustained by the Technologist does not require immediate hospitalization, the Division Administrator must be consulted before arranging for other than first aid treatment.
3. The responsibility for medical treatment of a Technologist injured on duty belongs to the City of Detroit. Any arrangements a Technologist makes with her own physician without prior approval of the Personnel Office is done at the Technologist's own expense.

H. Illness on Duty

Emergency treatment for illness and accidents which may interfere with a Technologist's ability to carry out duties shall be provided without charge to the Technologist.

I. Professional Meetings

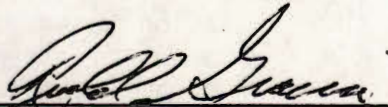
1. The City will encourage attendance at professional meetings, where attendance is likely to increase the competency or otherwise benefit a Technologist in his/her professional capacity.
2. The Association shall periodically make recommendations to the City regarding meetings where attendance by Medical Technologists is desirable and may submit the names of Technologists who might attend.

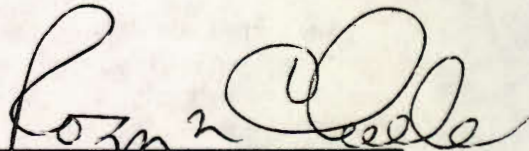
3. With prior approval of the Director of Laboratories and the Department Head, and subject to the approval of the City Council when necessary, Medical Technologists shall be given time off without loss of pay to attend such meetings. A Technologist requesting time off to attend professional meetings of more than one (1) day's duration shall notify the Division Head at least four (4) weeks in advance of the meeting registration deadline, and the Division Head shall give a written reply to the Technologist's request for time off at least one (1) week prior to such deadline.

J. Uniform Allowance

Medical Technologists shall receive an annual uniform allowance of one hundred ninety (\$190) dollars.

Dated this 15<sup>th</sup> Day of December, 1993.

  
\_\_\_\_\_  
Ronald Gracia, President  
Senior Accountants, Analysts  
& Appraisers Association

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

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND THE  
SENIOR ACCOUNTANTS, ANALYSTS AND APPRAISERS ASSOCIATION

---

RE: ASSOCIATION TIME OFF

A. The City and the Association agree that for the duration of their Master Agreement, to which this Memorandum is attached, the President of the Senior Accountants, Analysts and Appraisers Association may devote regularly scheduled work days each pay period, solely to Association duties and responsibilities, subject to the following conditions:

1. The name of the Association President covered by this Memorandum shall be certified in writing as well as the business address and phone number of the Association by the Association and any subsequent changes shall be certified in a like manner and shall include the effective date of each change.
2. The President of the Association shall devote the designated days exclusively to matters pertaining to Association business. Other members of the Association will not be excused to attend meetings or grievance hearings as a substitute for the President unless the Labor Relations Division is notified in advance that the Association President is not available due to excused time (vacation, sick leave, and other city time).

The Labor Relations Division will have sole discretion as to release time for a substitute for the Association President when the President is not available and will not unreasonably deny release of said substitute.

3. In the event the Association President is not available for duty he must notify said Department representative of the manner in which he wishes his time to be charged.

B. The compensation for the Association President qualifying above shall be the obligation of the City and shall be administered subject to and in accordance with the following:

1. The President of SAAA shall be paid a salary equivalent to hours of his straight time rate for each day spent on full time Association duty status. His salary shall be adjusted in accordance with Article 24 of the Master Agreement. Said salary shall be full compensation for all time spent in his duties as President.
2. The City will provide fringe benefits in the same manner and to the same extent as it provides other employees covered by this Agreement. Holidays, sick leave, vacation or other off time


banks shall be charged for days which the Association President is scheduled for union duties but is not available.

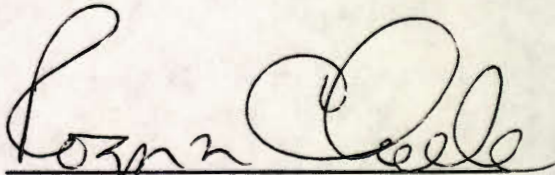
3. Any expenses (including the use of automobiles) incurred by the employee in the performance of his duties as Association President shall not be the responsibility of the City.

C. One of the primary purposes of this memorandum is to promote labor harmony between the City and its employees. When necessary, either party may request a special conference to achieve this end. If circumstances warrant immediate attention, the parties will meet as soon as possible after the request is made.

D. Except as specifically stated above, the Association agrees to reimburse the City for all legal liabilities, if any, assessed against the City in the event that the SAAA President incurs such liability when functioning in duties or areas related to his Association Presidency.

Dated this 15<sup>th</sup> day of December, 1993.

  
\_\_\_\_\_  
Ronald Gracia, President  
Senior Accountants, Analysts  
& Appraisers Association

  
\_\_\_\_\_  
Roger W. Cheek, Director  
Labor Relations Division

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND THE  
SENIOR ACCOUNTANTS, ANALYSTS & APPRAISERS ASSOCIATION

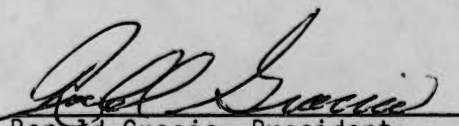
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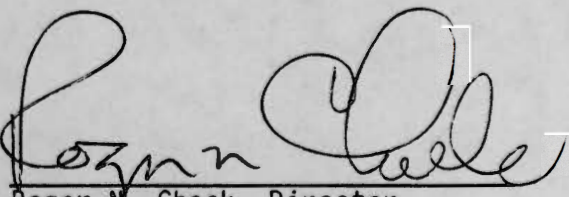
RE: MERC Case #C87 H-173  
Intermediate Budget Analyst (04-12-21)  
Senior Budget Analyst (04-12-31)  
Budget Analyst - Exempt

Pursuant to litigation between the parties at the Michigan Employment Relations Commission, Case #C87 H-173, and pursuant to a settlement reached relating thereto, the City of Detroit and the Senior Accountants, Analysts and Appraisers Association hereby agree that the Association will be recognized as the exclusive representative for all employees holding the classification of Intermediate Budget Analyst and Senior Budget Analyst except for three (3) positions which the Association will recognize as confidential and exempt positions, in accordance with the following:

1. The City and the Association agree that the City of Detroit Budget Department will designate three (3) Budget Analyst positions as confidential and exempt within the Budget Department.
2. It is understood that the Budget Department is designating the positions as confidential and that if an incumbent leaves an exempt position, the person who fills that position shall be designated as a confidential and exempt employee.

Dated this 15<sup>th</sup> day of December, 1993

  
Ronald Gracia, President  
Senior Accountants, Analysts  
& Appraisers Association

  
Roger N. Cheek, Director  
Labor Relations Division


MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND THE  
SENIOR ACCOUNTANTS, ANALYSTS & APPRAISERS ASSOCIATION


---

RE: AMERICANS WITH DISABILITIES ACT

The City and the Association jointly recognize their mutual obligations under the federal Americans with Disabilities Act regarding the need to make any necessary reasonable accommodations to facilitate the employment of otherwise qualified individuals who possess, or are regarded as possessing some handicap. The City and SAAA agree that the contract between them contains no impediment to any such necessary reasonable accommodation to make possible the employment, or continued employment, of any otherwise qualified person in any position in the SAAA bargaining unit. In the event that the City believes it must make an accommodation, they shall have the right to implement the plan after supplying the Association with the details. The City and SAAA agree to meet to attempt to resolve any dispute which may arise regarding the implementation of any such necessary reasonable accommodation and agree that if such dispute cannot be resolved by mutual agreement, to submit such disputes to binding arbitration, pursuant to the Collective Bargaining Agreement and as encouraged by Section 513 of the Americans with Disabilities Act.

Dated this 15<sup>th</sup> day of December, 1993

  
\_\_\_\_\_  
Ronald Gracia, President  
Senior Accountants, Analysts  
& Appraisers Association

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

MEMORANDUM OF UNDERSTANDING  
Between the  
CITY OF DETROIT  
and the  
SENIOR ACCOUNTANTS, APPRAISERS AND ANALYSTS ASSOCIATION

---

RE: CONCESSION AGREEMENT

1. GENERAL CONDITIONS

The parties have negotiated specific changes to the 1989-92 SAAA Agreement, and have incorporated them into a document which shall be known as the 1992-95 SAAA Agreement. Appended to that document shall be a memorandum known as a "Concession Agreement" which shall modify certain terms of the 1992-95 Master Agreement and shall remain in effect in accordance with its specific terms.

Furthermore, upon request of the Association, in March, 1993, the City agrees to enter into negotiations with the Association concerning the then existant economic condition of the City for the purpose of determining if any adjustments in the concessionary modifications might be allowed for a date prior to the mandatory termination of such provisions on October 24, 1994.

2. 36-HOUR WORK WEEK - FOUR 9 HOUR DAYS

- A. For the duration of the concession agreement, the standard payroll work week shall consist of four (4) regularly scheduled nine (9) hour work periods on as many work days. The first scheduled off-day shall be designated as the "fifth day," the second as the "sixth day" and the third as the "seventh day." The fifth day in a week shall be scheduled at the request of the employee with the approval of the department. Fifth day off requests shall be submitted and approved prior to the beginning of an employee's pay period. Scheduling conflicts generally shall be decided on the basis of seniority. However, departments may override seniority as a criteria when the presence of a specific employee is required on a given day. This article will not prevent the department and the SAAA from agreeing to a variation in this schedule.
- B. Employees shall be scheduled for 36 hours of work and paid for 36 hours of work. Employees shall continue to have their hourly wage rate determined by dividing their Annual salary as listed in the 1991-1992 wage compensation schedule by 2080 hours, but shall be scheduled and paid for only 36 hours per week.
- C. Employees who currently receive forty hours of pay but who are scheduled to work less than forty hours per week shall be scheduled for 36 hours per week and receive 36 hours of pay, inclusive of the lunch period. In order for the employee's lunch period to be



included in his/her work day, the employee must actually work 5-1/2 hours on that day.

- D. Employees shall continue to accrue vacation and sick time in 8-hour days. When employees use their off-time banks they shall receive nine (9) hours of pay (4-1/2 hours for a half-day) and shall have their banks charged for nine (9) hours (4-1/2 for a half-day).
- E. Non-banked off-time such as holidays, excused time days, funeral leave days and jury leave days shall entitle the employees to nine (9) hours of pay.
- F. When a holiday or excused time day falls on the employee's "fifth" day, it shall be observed on the scheduled workday which immediately precedes that day. If the preceding work day is also a holiday or excused time day then the employee shall be scheduled off on the last scheduled preceding work day which is not a holiday or excused time day. Holiday premium shall be payable only for work on either the actual calendar holiday or the substitute holiday as defined in the 1992-95 SAAA Agreement's Holiday and Excused Time Article, but he/she will not be allowed to pyramid holiday premium for working both days.
- G. Employees shall be eligible for time-and-one-half overtime pay for all hours worked in excess of 40 in the workweek. All hours worked over nine (in lieu of the current eight) in one service day except if such time is worked on a seventh day or holiday shall be paid at time-and-one-half (150%). For employees whose work day is inclusive of the lunch period, no daily overtime shall be paid until an employee actually works nine (9) hours.

(NOTE: Effective June 7, 1993, based upon the provisions of paragraph "9" of this Memorandum eligible employees shall receive time-and-one-half overtime credit for all hours worked in excess of 36 or their regularly scheduled hours in that week, whichever is greater.)

- H. When an employee is running out his/her banks prior to going off the payroll for reasons of leaving City employment, the City shall continue to run out such banks on the basis of a 40-hour workweek.
- I. For purposes of qualifying for those fringe benefits which are based on reaching a minimum number of straight time hours, all such fringe benefit qualifiers (e.g., vacation, sick leave, dental, longevity) shall be reduced by 10%.

### 3. HOSPITALIZATION

All health care benefits, dental, life insurance, etc., are not subject to this concession agreement and will remain at their present levels; however, the Association agrees to continue to negotiate in order to achieve cost containment and/or savings on a health care program on behalf of its membership.

4. PENSIONS

Employees covered under this agreement shall be eligible for any and all improvements enacted by the Pension Board of Trustees as a result of pension funding assumption changes made in 1992-93. This language shall also become paragraph I of the Retirement Article. Furthermore, it is agreed that a factor shall be used to adjust Average Final Compensation so as to negate the effect of this Concession Agreement.

5. SUBCONTRACTING AND NO LAYOFF GUARANTEE

The City agrees that during the period while any concession modifications are in effect, it will not sub-contract any work presently being performed by the Senior Accountants, Appraisers and Analysts Association nor will any Senior Accountants, Appraisers and Analysts Association member be laid off. The normal and customary seasonal layoffs are excluded from this "no layoff guarantee, as are any positions lost due to the termination of resources for grant-funded positions. It is understood that this provision does not mean that any existing contracts and practices are to be voided or lessened, but that the work week reductions resulting from this concession agreement shall not be the source of additional contracting out during the period of concessions.

6. WAGES

It is agreed between the parties that the present wages and wage schedules (based on 40 hours of pay per week) contained in the 1989-1992 contract will remain in full force and effect and will not be reduced and/or modified in any way (except for the applicable proportional reductions based on a "36 hour work week") through October 24, 1994. Effective October 24, 1994, all concession agreements that have modified the base document will be null and void and all conditions of employment affected by these concessions will be returned to the level contained in the 1989-1992 Labor Agreement and the parties retain the right to enter negotiations affecting all economic conditions.

7. MAINTENANCE OF CONDITIONS

The parties agree that the Maintenance of Conditions article of the Labor Agreement will not be used to, nor can it negate the specific terms of the Concession Memorandum.

8. WORKERS' COMPENSATION SUPPLEMENT


Employees who are working a thirty-six (36) hour work week at the time that they go off on Workers' Compensation shall have their formula for supplementation out of their sick leave banks calculated upon 100% of their take-home pay under the thirty-six (36) hour work week.

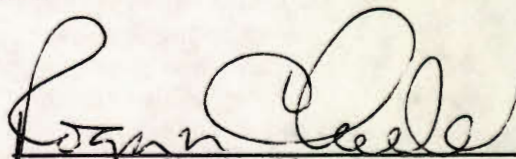
9. COMMITMENT TO FAIR AND EQUITABLE ECONOMIC SETTLEMENT

- A. The City is committed to the fair and equitable treatment of this Association and its membership with respect to the economic terms of its settlement within this Concession Agreement and subsequent terms that are applicable or reached for other employees throughout the terms. Therefore, the City will not agree to terms for other employees which are the result of decisions achieved by harming or disadvantaging the terms agreed to with this Association. Subject to the limited situations not applicable as set forth below, to the extent subsequent economic terms applicable to other employees are in violation of this Subparagraph, the City will offer the more favorable terms to this Association.
- B. The parties recognizing that each Association is autonomous and entitled to reach its own bargain with the City, and that the various combinations of give-and-take at the bargaining table cannot result in the expectation that every settlement will be identical, in those cases when an unintended and incidental minor difference exists it will not constitute a violation of this Paragraph.
- C. Neither will it be a violation of this Paragraph if special settlements or wage adjustments for particular job classifications within other bargaining units, when based upon personnel recruitment and retention difficulties or special job skills, are not subsequently offered to this Association. Furthermore, the agreements which conclude negotiations under Act 312 shall not be considered a violation of this Paragraph.

THE PARTIES HAVE AGREED TO THESE TERMS

THIS 15<sup>th</sup> DAY OF December, 1993.

  
\_\_\_\_\_  
Ronald Gracia, President  
Senior Accountants, Analysts &  
Appraisers Association

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

MEMORANDUM OF UNDERSTANDING  
Between the  
CITY OF DETROIT  
and the  
SENIOR ACCOUNTANTS, APPRAISERS AND ANALYSTS ASSOCIATION

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RE:       SUBSTANCE ABUSE PROGRAM

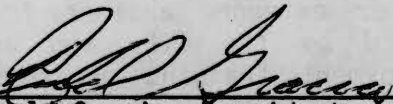
Pursuant to the Consent Judgement entered in the case of Senior Accountants, Analysts & Appraisers Associations v City of Detroit, Wayne County Circuit Court No. 88-807850 CL, the parties agree to institute a "Substance Abuse Program" as fully described below:

- A. The City and the Association agree that an appropriate mechanism for dealing with employees with problems related to substance abuse is referral of the employee to the existing City Employee Assistance Program or referral to appropriate outside agencies.
- B. The City and the Association agree that when the City suspects that deficiencies in employment performance may be a result of substance abuse, the City may offer employees the opportunity to undergo substance abuse testing, subject to the following limitations:
  1. The employee will be advised that undergoing such testing is purely voluntary and the employee will be advised that a "positive" test outcome, or a refusal to submit to testing, will not result in discipline or the loss of employment.
  2. The Association will be notified in advance of the offer to the employee to undergo testing and will be offered an opportunity to discuss the matter with the employee.
  3. If the employee voluntarily undergoes testing offered by the City, any proposed discipline will be held in abeyance and will not be imposed if the employee receives a "positive" test outcome and successfully undergoes participation in an employer approved rehabilitation program.
  4. If the employee declines to take the test, he/she will not be disciplined for the failure to take the test; however, the employee will be subject to discipline for just cause.
  5. If the employee declines to take the substance abuse test, that fact cannot be used to support discipline or be used in evidence in any later arbitration of any grievance related to discipline unless the employee was disciplined based on the employer's claim of intoxication on the job or unless the employee during the course of the arbitration asserts, by way of defense or mitigation, that an opportunity for rehabilitation should have been offered.


6. Any testing, or any demand for testing, pursuant to a "last chance agreement" will be governed by the terms of such agreement.
- C. The employer will not require nor attempt to require any individual employed in any position in the SAAA bargaining unit to submit to any form of substance abuse testing as a condition of continued employment, recall to employment from layoff, or as a condition of returning to active employment following an approved leave or other extended absence from work, including individuals previously employed by the City who are returning to work in the City's summer employment training programs, except as follows:
1. The City may subject to substance abuse testing any individual returning to work from an approved leave of absence of 30 days or more where the absence was for the purpose of substance abuse rehabilitation. The Association is to be promptly notified of any "positive" outcome of such testing.
  2. The employer may subject an employee to substance abuse testing pursuant to any arbitration award which specifically mandates such testing of that individual employee.
  3. The employer may require an employee to submit to substance abuse testing pursuant to a "last chance" agreement, which has been signed by the employee and the Association, and which specifically provides for such testing. A "last chance agreement" may provide for discharge for violation of the "last chance" agreement, including violations of the agreement by refusing to take a substance abuse test or testing "positive" on such a test.
- D. Any substance abuse testing conducted by the City regarding any SAAA bargaining unit member shall utilize the scientific methodology set forth in the 1988 Detroit Police Department policies regarding the collection and testing of samples. The City shall not require the employee as part of the substance abuse testing to submit to visual inspection while disrobed or produce a urine sample while under visual observation. The identity of the laboratories currently utilized for analyzing samples, and the substantive procedures used, will not be changed without the approval of the Association, except that, the City shall remain free to, with notice to the Association, utilize a new laboratory selected from among the laboratories certified by the Federal Department of Health and Human Services as competent to perform drug testing.

E. This program shall continue in full force and effect for a period of three years, until midnight June 30, 1995, and thereafter shall remain in effect for a like period of time unless the parties mutually agree to reopen negotiations for the purpose of amending or terminating this Substance Abuse Program

DATED THIS 15<sup>th</sup> DAY OF December, 1993.



Ronald Gracia, President  
Senior Accountants, Analysts &  
Appraisers Association



Roger N. Cheek, Director  
Labor Relations Division

E X H I B I T I - SALARY SCHEDULE

SENIOR ACCOUNTANTS, ANALYSTS & APPRAISERS ASSOCIATION

<u>CLASS CODE</u>	<u>TITLE</u>	<u>RATE EFFECTIVE JUNE 30, 1992</u>
01-91-10	Tech Aid-Accounting	\$21,700-\$25,100
01-91-11	Tech Aid-Business Administration	21,700- 25,100
02-50-31	Senior Data Processing Equipment Operator	21,400- 26,200
02-50-33	Data Processing Telecommunication Tech.	23,700- 30,400
02-50-43	Sr. Data Processing Telecommunication Tech.	27,900- 35,700
04-12-21	Intermediate Budget Analyst	27,700- 31,200
04-12-31	Senior Budget Analyst	33,700- 37,200
04-15-11	Junior Governmental Analyst	22,400- 26,500
04-15-21	Intermediate Governmental Analyst	27,700- 31,200
04-15-31	Senior Governmental Analyst	33,700- 37,200
04-16-08	Data Processing Programmer Aide	21,600- 26,300
04-17-12	Junior Data Processing Programmer Analyst	22,400- 26,500
04-17-22	Intermediate Data Processing Programmer Analyst	29,100- 31,200
04-17-32	Senior Data Processing Programmer Analyst	35,400- 37,200
04-20-11	Junior Accountant	22,400- 26,500
04-20-21	Semi-Senior Accountant	27,700- 31,200
04-20-31	Senior Accountant	33,700- 37,200
04-50-11	Junior Statistician	22,400- 26,500
04-50-23	Intermediate Statistician	27,700- 31,200
04-50-24	Intermediate Statistician - Biomedical	27,700- 31,200
04-50-31	Senior Statistician	33,700- 37,200
04-50-32	Senior Statistician - Biomedical	33,700- 37,200
05-10-11	Junior Purchases Agent	22,400- 26,500
05-10-21	Intermediate Purchases Agent	27,700- 31,200
05-10-31	Senior Purchases Agent	33,700- 37,200
06-10-11	Junior Appraiser	22,400- 26,500
06-10-21	Intermediate Appraiser - Realty	27,700- 31,200
06-10-23	Intermediate Appraiser - Personalty	27,700- 31,200
06-10-31	Senior Appraiser - Realty	33,700- 37,200
06-10-33	Senior Appraiser - Personalty	33,700- 37,200
07-50-11	Junior Job Dev. & Training Specialist	22,400- 26,500
07-50-21	Intermediate Job Dev. & Training Specialist	27,700- 31,200
07-50-31	Senior Job Dev. & Training Specialist	33,700- 37,200
09-33-11	Junior Assessment Technician Trainee	21,700- 22,600
09-33-21	Assessment Technician	26,200- 27,100
09-33-31	Senior Assessment Technician	28,400- 30,100
09-93-15	Junior Social Planning & Dev. Assistant	22,400- 26,500
09-93-25	Intermediate Social Planning & Dev. Asst.	27,700- 31,200
09-93-35	Senior Social Planning & Dev. Assistant	33,700- 37,200
09-94-10	Program Development and Evaluation Spec.-Sub. Ab.	27,700- 31,200
09-94-20	Senior Prog. Devel. and Evaluation Spec.-Sub. Ab.	33,700- 37,200
24-23-11	Nutritionist	25,000- 28,400
24-33-11	Junior Medical Technologist	24,200- 25,800
24-33-21	Senior Medical Technologist	25,800- 29,400
29-20-11	Junior Public Health Educator	22,400- 26,500
29-20-21	Public Health Educator	29,400- 31,200
29-20-31	Senior Public Health Educator	32,300- 34,200

E X H I B I T I - SALARY SCHEDULE, cont.

SENIOR ACCOUNTANTS, ANALYSTS & APPRAISERS ASSOCIATION

<u>CLASS CODE</u>	<u>TITLE</u>	<u>RATE EFFECTIVE JUNE 30, 1992</u>
42-20-11	Junior Urban Renewal Assistant	22,400- 26,500
42-20-21	Intermediate Urban Renewal Assistant	27,700- 31,200
42-20-31	Senior Urban Renewal Assistant	33,700- 37,200



EXHIBIT II  
HOLIDAY SCHEDULE

1992-93

1993-94

1994-95

	1992-93	1993-94	1994-95
Independence Day	Friday July 3, 1992	Monday July 5, 1993	Monday July 4, 1994
Labor Day	Monday September 7, 1992	Monday September 6, 1993	Monday September 5, 1994
* Election Day	Tuesday November 3, 1992	Tuesday November 2, 1993	Tuesday November 8, 1994
* Veterans Day	Wednesday November 11, 1992	Thursday November 11, 1993	Friday November 11, 1994
Thanksgiving Day	Thursday November 26, 1992	Thursday November 25, 1993	Thursday November 24, 1994
* Day After Thanksgiving	Friday November 27, 1992	Friday November 26, 1993	Friday November 25, 1994
* Christmas Eve	Thursday December 24, 1992	Friday December 24, 1993	Friday December 23, 1994
Christmas Day	Friday December 25, 1992	Monday December 27, 1993	Monday December 26, 1994
* New Year's Eve	Thursday December 31, 1992	Friday December 31, 1993	Friday December 30, 1994
New Year's Day	Friday January 1, 1993	Monday January 3, 1994	Monday January 2, 1995
Martin Luther King's Birthday	Monday January 18, 1993	Monday January 17, 1994	Monday January 16, 1995
* Good Friday (1/2 day)	Friday April 9, 1993	Friday April 1, 1994	Friday April 14, 1995
Memorial Day	Monday May 31, 1993	Monday May 30, 1994	Monday May 29, 1995

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

NOTE: Special rules on Holiday Observance may apply to employees engaged in unusual work assignments such as shift work and/or six (6) or seven (7) day operations. Special rules may also apply to employees engaged in non-traditional workweek arrangements, e.g. four 9-hour days.

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

1992-93	December 28, 29, 30, 1992
1993-94	December 28, 29, 30, 1993
1994-95	December 27, 28, 29, 1994

