

6/30/92

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND
BUILDINGS AND SAFETY ENGINEERING INSPECTORS

Re: Economic Agreement, July 1, 1989 to June 30, 1992

The Memorandum of Understanding and attached Appendix and Schedules represent the economic agreement between the City of Detroit and the Buildings and Safety Engineering Inspectors for the period of July 1, 1989 to June 30, 1992.

Dated this 10th day of April, 1990.

BUILDING & SAFETY
ENGINEERING INSPECTORS

CITY OF DETROIT

Coleman A. Young
Coleman A. Young, Mayor

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

James Blaine
Michigan Council 25, AFSCME

Donald Patten
Donald Patten, Corporation Counsel
Law Department

Richard Keltner
AFSCME Local 1227

Bella Marshall
Bella Marshall, Director
Finance Department

Raymond Glowinski
Building Trades Council
J.R.O.

Joyce Garrett
Joyce Garrett, Director
Personnel Department

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

APPROVED AND CONFIRMED BY
THE CITY COUNCIL JUL 18 1990

Jeffery D. Blaine
JEFFERY D. BLAINE
DEPUTY CITY CLERK

Vertical signature

BUILDINGS AND SAFETY ENGINEERING INSPECTORS
APPENDIX ON WAGES AND FRINGE BENEFITS
JULY 1, 1989 TO JUNE 30, 1992

1. Length of Agreement

Three year economic agreement from July 1, 1989 to June 30, 1992.

2. Wages

See attached Schedule I.

3. Temporary Assignments

Both parties agree that this item shall be a proper subject to be dealt with in the supplemental contracts. (See attached memo)

4. Mileage Reimbursement

See attached Schedule II.

5. Clothing Allowance

The classification of Boiler Inspector shall be covered under the City \$85.00 clothing allowance and administered in accordance with the resolution of the City Council of May 9, 1974 (JCC p. 1107).

6. Other economic benefits listed below shall be as they appear in the AFSCME Master Agreement expiring June 30, 1992.

a. Unemployment Compensation - Supplemental Unemployment Benefits	Article 17
b. Sick Leave	Article 24
c. Longevity Pay	Article 25
d.* Funeral Leave	Article 23
e. Shift Premium	Article 26
f. Holidays and Excused Time Off	Article 28
g. Unused Sick Leave on Retirement	Article 29
h. Vacations	Article 30
i. Jury Duty	Article 33
j. Hospitalization, Medical Insurance, Dental Insurance and Optical Care	Article 34
k. Worker's Compensation	Article 35
l. Death Benefits and Life Insurance	Article 36
m. Retirement	Article 48

* Funeral leave for members of the Detroit Building Trades Council shall be as it appears in Article 14 of the Detroit Building Trades Council Master Agreement expiring June 30, 1992.

7. Overtime

A. The City has the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the requirements of municipal employment and the public interest. Such overtime shall not be scheduled so as to reduce the work force.

Overtime work shall be on a voluntary basis starting with the senior employee as determined in the supplemental agreement. When there are not enough volunteers, overtime assignments shall be made according to inverse seniority. The voluntary overtime rule shall not apply where an unexpected emergency arises or it is impractical to seek volunteers. The voluntary overtime rule, the exceptions thereto, and equalization of overtime shall be a subject for supplemental agreements. In the absence of a supplemental agreement, existing departmental practices will apply.

B. Time and One-Half Overtime

Salary Rated Employees: Time and one-half shall be credited or paid to salary employees as follows:

1. All hours worked over eight (8) in one service day except if such time is worked on a seventh day or holiday.
2. All hours worked over forty (40) in one service week except as indicated in Section B-3 and except if such time is worked on a seventh day or a holiday.
3. Employees who are assigned to a work week of less than forty (40) hours, shall be entitled to time and one-half for all work on the sixth day if they shall have worked the assigned hours in the work week.

C. Double Time Overtime

Double time [two-hundred percent (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. When a schedule indicates a lunch period but conditions make it impractical to enjoy same, the employee or employees involved will be paid prevailing overtime rate in lieu of his lunch period. The provisions of this section shall not apply to employees whose work day is designated on a measured task basis. In no instance shall payments be made for lunch periods not worked.

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

F. Employees in the classifications listed in Schedule I, in accordance with authorized practice, shall receive cash payment from the first hour of overtime work required for weekend inspections, only when the City is fully reimbursed for such inspection work.

G. All of the above shall be in accordance with Chapter 13, Article 2 of the Municipal Code of the City of Detroit and the Fair Labor Standards Act.

8. All parties agree that with the signing of this contract all economic issues are settled for the duration of this agreement.

It is further understood that non-economic matters that concern the classifications of Plumbing Inspector, Electrical Inspector, and Rehabilitation Specialists are covered under the Detroit Building and Construction Trades Council Master Agreement with the City of Detroit; and the classifications of Building Inspector, Boiler Inspector, Heating Equipment Inspector, Zoning Inspector, Refrigeration Inspector, Elevator Inspector and Licenses Examiner - Mechanical are covered under the AFSCME, Michigan Council 25 Non-Supervisory Master Agreement with the City of Detroit.

SCHEDULE I

<u>CLASS CODE</u>	<u>CLASSIFICATION</u>	<u>JULY 1, 1989</u>	<u>JULY 1, 1990</u>	<u>JULY 1, 1991</u>
19-95-21	Boiler Inspector	\$37,142-37,632	\$38,628-39,138	\$40,174-40,704
19-92-21	Building Inspector	\$37,142-37,632	\$38,628-39,138	\$40,174-40,704
19-94-21	Electrical Inspector	\$37,142-37,632	\$38,628-39,138	\$40,174-40,704
19-95-23	Elevator Inspector	\$37,142-37,632	\$38,628-39,138	\$40,174-40,704
19-95-25	Heating Equipment Inspector	\$37,142-37,632	\$38,628-39,138	\$40,174-40,704
19-80-31	Housing Rehab. Specialist	\$37,142-37,632	\$38,628-39,138	\$40,174-40,704
19-80-21	Housing Rehab. Specialist Trainee	\$17,092-22,584	\$17,776-23,488	\$18,488-24,428
19-95-30	Licenses Examiner-Mechanical	\$39,587-39,587	\$41,171-41,171	\$42,818-42,818
19-93-21	Plumbing Inspector	\$37,142-37,632	\$38,628-39,138	\$40,174-40,704
19-95-27	Refrigeration Inspector	\$37,142-37,632	\$38,628-39,138	\$40,174-40,704
19-90-34	Zoning Inspector-Zoning Appeals	\$37,142-37,632	\$38,628-39,138	\$40,174-40,704

SCHEDULE II

RE: Private Car Mileage Reimbursement

1. Rates of Payment

Effective October 1, 1983, when an employee covered by this Agreement is assigned to use his automobile to perform his 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 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 has no headquarters) to a job, from job to job, and if directed, back to headquarters or starting point, shall constitute reimbursable mileage.
- D. For those employees who do not report to a specific headquarters, or starting point on any given day, mileage in excess of 15 miles from home directly to a job at other than headquarters or starting point at the start of the work day and mileage in excess of 15 miles from a job located at other point than headquarters or starting point to home at the end of work day shall constitute reimbursable mileage.

3. In the event that an Inspector is permanently assigned to a location outside the City of Detroit, Section 3 of the Mileage article in the Master Agreement shall apply.

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 is to be determined by the Department. (See Attachment)

6. When an employee covered by this Agreement is regularly assigned to a job which requires the use of an automobile during his/her normal working hours, he/she shall be required to furnish said car.

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

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND
BUILDINGS AND SAFETY ENGINEERING INSPECTORS

RE: PENSION-EMPLOYER CONTRIBUTION (414 h PLAN)

A. Effective June 20, 1989, the City will take steps to implement the provisions contained in Section B of this memorandum. The Buildings and Safety Engineering Inspectors bargaining unit initiated the discussions and proposed the provisions contained in paragraphs B, C, and D and the parties recognize and agree that it will take some time before this program can become operational due to the necessity of making changes in the City's computerized payroll system.


B. It is hereby agreed that every member of this bargaining unit shall be required to make contributions in the amount of 5% of their annual compensation to the Annuity Savings Fund of the General Retirement System. The said 5% employee contribution to the Retirement System Annuity Fund, although designated as employee contributions, shall be paid by the City of Detroit in lieu of contributions by the employee. The employee shall not have the option of choosing to receive the contributed amount directly instead of having them paid by the employer to the annuity fund. There shall be no additional contribution expense to the City of Detroit, and the amounts so contributed by the employer on behalf of the employee shall be treated, for tax purposes, as employer contributions and thus shall not be taxable to the employee until these amounts are distributed or made available to the employee.

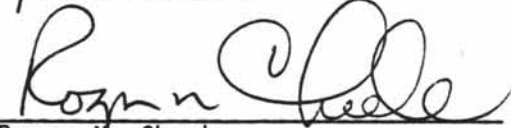
C. These provisions shall not affect the amount or benefit level of the retirement allowance, or the City of Detroit's obligation thereto.

D. The wage rate for members of the bargaining unit shall not be altered or changed in any way as a result of these contract provisions. Consequently, these provisions shall not affect the basis upon which Longevity, Sick Leave Payoff, Holiday pay, Overtime pay, Recall pay, Final Average Earnings, etc., or any other wage-based benefit is computed.

E. The Buildings and Safety Engineering Inspectors bargaining unit, agrees to indemnify and hold the City harmless with respect to any adverse ruling, if any, and monetary penalty, judgement, or damages to the City as a consequence of the City's compliance with the provisions of this agreement.

Dated this 10th day of April, 1990


Raymond Welborne
AFSCME Local 1227


Roger N. Cheek
Labor Relations Director


Raymond Glowinski
Building Trades Council

Mr. John Wallace
Business Representative
Building Trades Council
1640 Porter Street
Detroit, Michigan 48216

RE: Miscellaneous Time Off Provisions

Dear Mr. Wallace:

During negotiations, the Union requested some clarification of City policies regarding situations when employees are to be released from their regular work duties for various reasons. These situations include appearances as a witness in courts or before government agencies, participation in City of Detroit examinations, sitting for examinations required by a government agency in order to maintain eligibility for City employment, and attendance at seminars and training programs required by the employing department.

A. Appearing as a witness in court or government agency:

1. If such appearance is ordered by the City or employing department, or in response to a subpoena initiated by the City, the employee will receive full compensation plus reimbursement for all reasonable expenses incurred for out of area travel (mileage, food and lodging).
2. In other situations where the employee is subpoenaed as a witness due to his/her employment with the City, he/she will be granted time off without loss of time or pay.

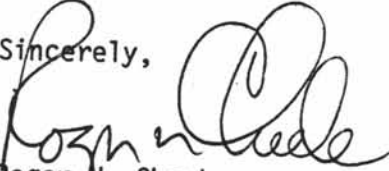
B. Participating in City of Detroit examinations:

1. For promotional or other examinations requested by the employing department, the employee will be released from his/her regular work duties without loss of time or pay.
2. For examinations not requested by the employing department, the employee may be released from his/her regular work duties and such time charged to department leave if requested by the employee. Such release from work shall be subject to approval by the employing department.

- C. Sitting for examination administered by a government agency to maintain license, certificate, etc.: If such license or certificate is required to maintain eligibility for employment in the employee's current job classification, he/she shall be released from his/her regular work duties without loss of time or pay provided the employee has given adequate prior notice to the employing departments. (This provision does not include driver license renewals).
- D. Attendance at training sessions, seminars, etc.: If such attendance is required by the employing department, such time is compensable.

In the above situations, and others in which the employee seeks release from work, the employee should give prior notice to and obtain approval from his/her supervisor.

Sincerely,



Roger N. Cheek
Labor Relations Director

RNC:TL:dc

Mr. John Wallace
Business Representative
Building Trades Council
1640 Porter Street
Detroit, Michigan 48216

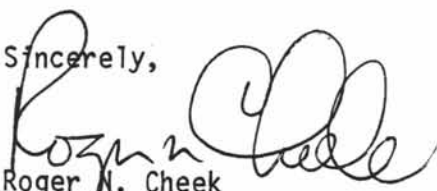
Mr. Raymond Welborne
ASFCME, Michigan Council 25
Local #1227
16861 Wyoming
Detroit, Michigan 48221

Re: Copies of the Contract

Dear Sirs:

The City agrees to provide the Union with one hundred copies of this agreement.

Sincerely,


Roger N. Cheek
Labor Relations Director

RNC:TL:dc

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND
BUILDINGS AND SAFETY ENGINEERING INSPECTORS

Re: Temporary Assignments

The parties agree that for inspectors represented by the Building Trades Council the rules regarding temporary assignments shall be the same as those for inspectors represented by AFSCME, as set forth below.

A. Employees shall be regularly assigned to perform duties commensurate with their job classifications and shall not be assigned work outside of their current classifications except in cases of emergency or temporary absences of other employees, and where reassignment of duties is necessary to effectively carry out departmental operations. Emergency conditions shall be defined as those situations caused by factors beyond the control of Management such as acts of God which cannot be anticipated or planned for in the normal course of Departmental operations.

B. For purposes of this Article, an employee is deemed to be working "out-of-class" if he/she is reassigned by management from his/her regularly assigned duties to perform duties and responsibilities not normally performed and characteristic of and requiring the qualifications of a higher classification. Assignment of some duties normally performed by an absent employee shall not constitute an out-of-class assignment if such duties are appropriate to the classification of the person assigned.

C. If an employee is so assigned the duties of a higher classification to replace an absent employee for two (2) or more consecutive work days and/or a total of four (4) or more days in any calendar month, he/she shall be compensated on an out-of-class basis at the rate for the appropriate classification for all such out-of-class hours worked.

D. For short-term out-of-class assignments resulting from absences due to use of casual sick days, vacation, departmental leave, etc., the most senior pre-qualified employee in the same work unit shall be offered the out-of-class work provided he/she is readily available and able to do the work. Pre-qualified shall mean being on the promotional list for the class. If there is no pre-qualified employee in the work unit, the out-of-class assignment shall be offered to the most senior person in the unit provided he/she is readily available and able to do the work.

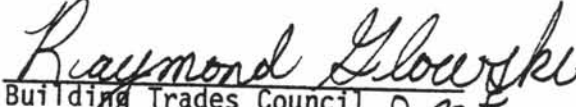
E. For long-term out-of-class assignments resulting from absences due to extended illness, formal leaves of absence, scheduled future retirements, etc., which are anticipated to extend beyond three (3) months, the most senior pre-qualified employee in the same work unit shall be temporarily promoted for the duration of the regular employee's absence provided he/she is readily available and able to do the work. Pre-qualified shall mean being on the promotional list for the class. If there is no pre-qualified employee in the work unit, the most senior pre-qualified employee in the department will be given consideration for transfer and temporary promotion to the available position provided he/she is readily available and able to do the work and provided it does not adversely affect departmental operations. If a disagreement exists with respect to the interpretation of a work unit as it pertains to this provision, the parties agree to resolve this issue during supplemental negotiations. If a mutual agreement can't be reached regarding the application of this article to a particular department, the matter will be referred back to the City's Labor Relations Office for a resolution.

F. The parties recognize that out-of-class work assignments shall not be used to circumvent established procedures for filling vacant positions by transfer or promotion nor shall supervisors avoid out-of-class payment by arbitrarily alternating out-of-class assignments.

G. If the Union or the employee believes that the employee is regularly assigned duties outside of his/her current job classification, the Union or the employee may request the Personnel Department to conduct a classification survey of the employee's position.

Dated this 10th day of April, 1990.


Roger N. Cheek
Labor Relations Director


Raymond Glowinski
Building Trades Council
J.W.