

6/30/92

Detroit, City of

MASTER AGREEMENT

BETWEEN THE

CITY OF DETROIT

AND THE

ASSISTANT SUPERVISORS OF STREET MAINTENANCE
AND CONSTRUCTION ASSOCIATION

1989 - 1992

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

MASTER AGREEMENT BETWEEN THE CITY OF DETROIT AND THE ASSISTANT SUPERVISORS OF
STREET MAINTENANCE AND CONSTRUCTION ASSOCIATION

TABLE OF CONTENTS

<u>Article Number</u>		<u>Page Number</u>
	Agreement	1
5	Association Representation	4
20	Death Benefits and Life Insurance	21
8	Discharge and Suspension	6
38	Duration, Modification and Termination	41
15	Equalization of Overtime	16
34	Fringe Benefits and Other Working Conditions	39
19	Funeral Leave	20
6	Grievance Procedure	4
18	Holidays and Excused Time Off	17
22	Hospitalization, Medical Insurance, Dental Insurance and Optical Care	27
33	Interference with Work	39
23	Jury Duty	29
31	Longevity Pay	37
35	Maintenance of Conditions	40
4	Maintenance of Membership and Dues Check-Off	3
2	Management Rights and Responsibilities	2
27	Miscellaneous	32
3	Non-Discrimination	3
14	Out-of-Class Work Assignments	15
26	Personal Leave	31
11	Probation Periods	9
32	Protection Clause	38
	Purpose and Intent	1
1	Recognition of Association	1
12	Reduction in Force	9
37	Residency	40
24	Retirement	30
13	Safety Procedure	15
36	Savings Clause	40

MASTER AGREEMENT BETWEEN THE CITY OF DETROIT AND THE ASSISTANT SUPERVISORS OF
STREET MAINTENANCE AND CONSTRUCTION ASSOCIATION

TABLE OF CONTENTS

<u>Article Number</u>		<u>Page Number</u>
10	Seniority	8
28	Sick Leave	32
9	Special Conferences	7
7	Stipulations to the Grievance Procedure	6
21	Unemployment Compensation - Supplemental Unemployment Benefits	24
25	Unused Sick Leave on Retirement	31
30	Vacations	34
16	Wages	16
17	Work Week, Work Day, Shift Premium	16
29	Workers' Compensation	34

	SIGNATURE PAGE	42

	EXHIBIT I - Classification and Wage Schedule	43
	EXHIBIT II - Sick Leave Accrual Schedules	44
	EXHIBIT III - Holiday Schedule	47

	MEMORANDA OF UNDERSTANDING:	
	Re: Affirmative Action	48
	Re: Cooperation in Validation Studies	49

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 Assistant Supervisors of Street Maintenance and Construction Association (hereinafter referred to as the Association).

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

PURPOSE AND INTENT

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.

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.

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

1. RECOGNITION OF ASSOCIATION

Pursuant to and in accordance with, all applicable provisions of Act 336 of the Public Act of 1947, as amended, the Employer does hereby recognize the Association as exclusive representative 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 of all employees described in Exhibit I.

2. MANAGEMENT RIGHTS & RESPONSIBILITIES

A. The Association recognizes that it is the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers of authority which the City has not specifically abridged or modified by this Agreement are retained by the City. The Association recognizes the exclusive right of the City to establish and enforce reasonable work rules.

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

C. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties be performed by such employees.

D. The City reserves the right to discipline and discharge for just cause. The City shall have the right to establish hours and schedules of work and to establish the methods and processes by which such work is performed.

E. The right of contracting or sub-contracting is vested in the City. The right to contract or sub-contract shall not be used for the purpose or intention of undermining this Association nor to discriminate against any of its members.

F. 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 lockout.

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

3. NON-DISCRIMINATION

The Employer and the Association both recognize their responsibilities under federal, state, and local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights.

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

4. MAINTENANCE OF MEMBERSHIP AND DUES CHECK-OFF

Employees covered by this Agreement at the time it becomes effective who are members of this Association at that time shall be members for the duration of this Agreement and the City will not honor revocations from any employee covered by this provision, except as provided below.

Employees not members of this Association and who desire membership in the recognized bargaining unit shall confirm their desire to join for the duration of this Agreement by initiating the application form and dues deduction authorization forms.

All deductions under this article shall be subject to revocation by the employees who executed such assignments, upon giving thirty (30) calendar days written notice, immediately prior to the expiration date of this Agreement, to assignees and the Finance Department. The Finance Department shall thereafter cease withholding any monies whatever under such assignments.

The Employer agrees to deduct from the wages of any employee who is a member of the Association all Association membership dues and initiation fees uniformly required, if any, as provided in written authorization in accordance with the standard form used by the Employer, 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 and may only be revoked upon thirty (30) calendar days written notice, prior to termination of this Agreement. The termination notice must be given both to the Employer and to the Association.

Assignees 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 assignees' last known address, the City and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments, all in accordance with Article 13, Section 4 of the Municipal Code of the City of Detroit.

Such fees will be authorized, levied and certified in accordance with the Constitution and by-laws of the Association. Each employee and the Association hereby authorize the City to rely upon and to honor certifications by the Treasurer of the Association, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts.

5. ASSOCIATION REPRESENTATION

A. The Association shall be entitled to two (2) representatives who shall be regular bargaining unit employees of the City. Both of these representatives shall have the responsibility of representing employees in the bargaining unit.

B. The representatives, during their working hours, may attend Special Conferences or scheduled negotiation sessions without loss of time or pay, after arrangements have been made with the immediate supervisor. This privilege shall not be abused.

6. GRIEVANCE PROCEDURE

The grievance procedure contained in this Agreement shall be the exclusive grievance procedure during the term of this Agreement for all members of the bargaining unit. A grievance is a difference between the Employer and the employee concerning the alleged violation of any provision of this Agreement. Should differences arise between the City and the Association, an earnest effort shall be made to resolve such differences promptly and the following procedure shall be adhered to.

STEP 1: Any employee(s) who believes he/she has been unjustly dealt with or that any provision of this contractual agreement has not been properly applied or interpreted may discuss his/her complaint with his/her supervisor, with or without his/her Association Representative or in his/her absence designated alternate Association Representative. In the event the employee desires that his/her Association Representative be present, he/she shall make his/her request through the supervisor and the supervisor shall make the necessary arrangements for a meeting between all parties.

STEP 2: In the event the grievance is not settled orally by the supervisor, the representative shall reduce the grievance to writing within ten (10) working days from the date of the alleged violation, and appeal it to the Division Head or his/her designated representative. The employee and the representative shall sign the grievance forms. The grievance form must indicate a statement of the grievance and the facts upon which it is based and the remedy or correction requested. A meeting will be arranged within five (5) working days with the aggrieved employee and his/her representative to review the dispute and a decision rendered within five (5) working days of the meeting. The decision rendered in "Step 2" shall be final and the case shall be considered settled on the basis of the Employer's decision, unless an appeal is made, in writing, within five (5) working days of the Division Head's decision.

STEP 3: If the grievance is not satisfactorily resolved in "Step 2", the decision may be appealed to the Department Head or his/her designated representative. A meeting between no more than two (2) representatives of the Association and no more than two (2) representatives of the City, shall be arranged within five (5) working days to hear the grievance. The Department Head, or his/her designated representative, shall give a decision, in writing, within five (5) working days of the meeting. The decision rendered in Step 3 shall be final and the case shall be considered settled on the basis of the Employer's decision unless an appeal is made, in writing, within five (5) working days of the Department Head's decision.

STEP 4: - GRIEVANCE PANEL: Failure of the above steps in the Grievance Procedure to resolve a dispute or in the event the City shall file a grievance against the Association, the matter shall be referred to the Labor Relations Division. A meeting will be arranged between no more than three (3) Association Representatives and no more than three (3) City officials. This grievance panel will meet as needed to settle unresolved grievances. The grievance shall be considered settled on the basis of the decision rendered in Step 4.

7. STIPULATIONS TO THE GRIEVANCE PROCEDURE

A. Any grievance under this Agreement which is not filed in writing by the employee involved or by the designated representative within ten (10) working days after the grievance arises, shall not be considered a grievance.

B. The City shall not be required to pay back wages more than five (5) working days prior to the date a written grievance is filed.

C. In instances wherein the subject matter of the grievance lies within the jurisdiction of specific City Agencies, (e.g., payroll, etc.), the grievance steps may be shortened or eliminated, to bring the grievance to the Agency's immediate attention.

D. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any compensation received for temporary employment obtained subsequent to his/her removal from the City payroll, and payments from Unemployment Insurance, Social Security Disability, Welfare, Aid to Dependent Children, and City funded Long Term Disability Insurance, Sickness and Accident Insurance and Automobile Accident Income Replacement Insurance. Where appropriate, the City shall reimburse those agencies and insurance funds so as to not affect the employee's equity therein.

E. In the case of a pay shortage of which the employee could not have been aware before receiving his/her pay, any adjustments made shall be retroactive to the beginning of the pay period covered by such pay, if the employee files his/her grievance within ten (10) working days after receipt of such pay.

F. The time elements in the Grievance Procedure may be shortened, extended, or eliminated by mutual agreement.

8. DISCHARGE OR SUSPENSION

A. Notice of Discharge or Suspension: The Employer agrees upon the discharge or suspension of any member of the bargaining unit to promptly notify the Association in writing that a discharge or suspension has taken place.

B. The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her designated Association Representative and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative, will discuss the discharge or suspension with the employee and his/her designated Association Representative.

C. Appeal of Discharge or Suspension: Should the discharged or suspended employee or his/her designated Association Representative consider the discharge or suspension to be improper, a written grievance shall be filed directly with Step 3 of the Grievance Procedure within five (5) working days of the notice of the discharge or suspension.

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

9. SPECIAL CONFERENCES

A. Special Conferences for important matters will be arranged between the Association President and the Division Head or his/her designated representatives upon the request of either party. Such meeting shall be between no more than two (2) representatives of the department and no more than two (2) representatives of the Association.

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. Matters taken up in Special Conferences shall be confined to those included in the agenda. Such conferences shall be held within seven (7) calendar days after the request is made.

Conferences shall be held between the hours of 9:00 A.M. and 3:00 P.M. The members of the Association shall not lose time or pay for time spent in such Special Conferences.

B. Within ten (10) working days of the date of the Special Conference, upon request of either party, the other shall submit a written position statement on the matters taken up in the Special Conference.

10. SENIORITY

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

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

B. CLASSIFICATION seniority is hereby defined as the employee's length of continuous service in his/her current classification.

C. The City will furnish the Association once a year, a seniority list showing each bargaining unit member's name, address, department, classification, pension number, social security number, and total City seniority date. This information shall be organized in a format mutually agreeable to the Association and the City.

D. 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 a regular service retirement.
3. The employee is discharged or permanently removed from the payroll and the separation is not reversed through the grievance procedure.
4. The employee does not return at the expiration of a leave of absence.
5. The employee does not return to work when recalled from lay-off as set forth in the recall procedure.

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

1. Layoffs resulting from reduction in force which exceed three (3) years.

2. Leaves of absence which exceed one (1) year.
3. Non-duty disability retirements which exceed one (1) year.
4. Voluntary layoffs.

11. PROBATION PERIODS

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

B. The Association shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment except discharged and suspended employees for other than Association activities.

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

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

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

12. REDUCTION IN FORCE

The City reserves the right to layoff for lack of work or lack of funds; or the occurrence of conditions beyond the control of the City; or where the continuance of work would be wasteful or unproductive.

SECTION 1 - REDUCTION IN FORCE TERMS DEFINED

- A. A reduction in force is a reduction in the number of employees in a given class in a department of the City for lack of work, lack of funds, or reasons other than the acts or delinquencies of employees.
- The expiration of a limited-term certification or change of status shall not be considered a reduction in force.
- B. A lay off due to reduction in force is the removal of an employee from a position in a department and from the classified service of the City of Detroit, subject to the recall rights provided under this Rule.
- C. A demotion due to reduction in force is the removal of an employee from a position in a class in a department by change of status to a position in a lower class.
- D. A transfer due to reduction in force is the removal of an employee from a position in a class in a department by change of status to a position in another class which is at the same level.
- E. A voluntary lay off is a removal of an employee from the classified service of the City of Detroit which is made at the request of and for the convenience of the employee.
- F. Unless otherwise indicated, seniority shall mean total city seniority as determined in accordance with Personnel Department Rules.
- G. An employee acquires status in the classified service by certification in accordance with Section 6-510 of the City Charter and the Personnel Department Rules III and IV.
- H. An employee who is certified, promoted, transferred, or demoted to a position in a class on a regular permanent basis or permanent-subject to continuing availability of program funding, acquires permanent status in the class, provided he has satisfied all qualification requirements of the class including completion of any required probation period. An employee can have permanent status in only one class at a time.
- I. An employee who is certified, promoted, transferred or demoted to a position in a class only for a specified term or conditional event, or where the certification or status change states that such employment is limited to assignment on a particular project, acquires limited-term status in the class.

SECTION 2 - ORDER AND MANNER OF REDUCTION

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

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

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

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

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

(a) Demotion in Series

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

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

SECTION 3 - CITY WIDE DISPLACEMENT

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

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

SECTION 4 - 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 is restored to the classification (or equivalent level) from which he 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 right to remain on that list shall terminate.
- D. In the absence of a preferred eligible list for a class, laid off employees shall be certified to requisitions for positions in such class from higher, equivalent or allied lists which have been determined to be appropriate by the Personnel Director.

- E. Reemployment provisions in the Article 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 re-employment shall not be altered by bargaining unit jurisdictional lines and employees shall carry their total city seniority across jurisdictional lines for reduction in force purposes.

SECTION 6 - EMPLOYEES HOLDING MULTIPLE TITLES

In determining an employee's rights under this Rule, an employee can have permanent status in only one class at a time. An employee who carries a multiple title shall have permanent status in the lowest class of his multiple title or the class in which he 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 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 be laid off prior to the date when he would be reached for such layoff. Such request is subject to approval of the employing department and the Personnel Director.

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

SECTION 9 - STATUS CHANGES IN ANTICIPATION OF LAY OFFS

Where the Personnel Department shall find that any status change was made either to avoid the layoff of or to cause the layoff of any employee,

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

SECTION 10 - RETENTION OF REEMPLOYMENT RIGHTS

To remain eligible for reemployment rights provided for under Section 4, laid-off employees must continue to maintain their residency in the City of Detroit or other approved area if applicable, unless specific permission to temporarily move out of the City is granted by the Personnel Director.

13. SAFETY PROCEDURE

The Association and the City agree that employee safety is of primary concern and that every effort shall be made to promote safe equipment, safe work habits and safe working conditions.

14. OUT OF CLASS WORK ASSIGNMENTS

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 in cases of emergency or other situations resulting from factors beyond the control of management which cannot be anticipated or planned for in the normal course of departmental operations and where such assignment is necessary to effectively carry out departmental operations.

When an employee is assigned to perform work clearly outside of his/her classification or be assigned and given responsibility to perform the preponderance of duties regularly performed by another employee in a higher class for more than fifteen (15) consecutive work days, the employee so assigned shall be compensated at the appropriate rate for the work performed.

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 his/her bargaining agent 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.

15. EQUALIZATION OF OVERTIME

The Employer agrees to reasonably equalize the overtime hours among the Assistant Supervisors of Street Maintenance and Construction in this Association whenever practical and possible.

16. WAGES

- A. Effective July 1, 1989 members of the bargaining unit shall receive a 4% general increase in their base rate.
- B. Effective July 1, 1990 members of the bargaining unit shall receive a 4% general increase in their base rate.
- C. Effective July 1, 1991 members of the bargaining unit shall receive a 4% general increase in their base rate.
- D. Each employee covered by this Agreement whose minimum and maximum rates are over \$20,000 per year, shall, if these rates fall between even hundred dollar levels, have these rates adjusted to the next higher hundred dollar level.

17. WORK WEEK, WORK DAY, SHIFT PREMIUM

A. Standard Service Week:

1. The standard payroll work week shall begin at 12:01 a.m. Monday, and end at 12:00 p.m., Sunday. It shall consist of five (5) regularly scheduled eight (8) hour work periods on as many work days. The two (2) remaining days in the payroll work week shall be known as "off days."

2. The first scheduled "off day" within the payroll work week shall be designated as the "sixth day" and the second scheduled "off day" within the payroll work week shall be designated as the "seventh day."

Off days in the work week shall be scheduled consecutively unless such scheduling shall adversely affect or add cost to operations of the department.

B. Service Day and Work Day:

1. The regular service day shall begin at 12:01 a.m. and extend to 12:00 p.m. The work day shall consist of eight (8) hours exclusive of the lunch break in the service day.

2. When an employee is called to work, he/she shall be guaranteed not less than four (4) hours of pay for "show up" time at the straight time rate.

3. When an employee works overtime, meal periods and coffee breaks are unpaid time.

C. 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 13 of the Municipal Code of the City of Detroit.

2. Shift Premium Times:

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. inclusive, in accordance with Chapter 13, Article 2, Section 13, of the Municipal Code of the City of Detroit.

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

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

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

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

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

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

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

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

G. Employees shall be granted four (4) hours of "excused time" on Good Friday or the last four (4) hours on the last scheduled paid day prior to Good Friday, and eight (8) hours of "excused time" on the last scheduled paid day before Christmas Day and before New Year's Day and for Veterans 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 the period will contact their department personnel officer for available placement in another department.

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

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

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

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

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

19. FUNERAL LEAVE

A. If a death occurs among members of the employee's immediate family or household, the employee, provided he/she attends the funeral, 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 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 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. If the Association President is not available to attend the funeral of a City employee who is a member of his/her Association, a representative of the Association, with proper notification to the department head, shall be allowed one (1) funeral day, not to be charged to sick leave, to attend the funeral.

20. DEATH BENEFITS AND LIFE INSURANCE

A. DEATH BENEFITS

Death benefits for all regular City employees are authorized by the City Charter, Title IX, Chapter VIII. The City Code, Chapter 13, Article 8, Section 8, currently provides a death benefit of \$5,500.

1. MEMBERSHIP
Mandatory for regular employees.
2. CONTRIBUTIONS
By the City - \$13.30 per year per employee.
By the employee 20¢ per week or \$10.40 per year.

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

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

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

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

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

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

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

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

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

C. GROUP LIFE INSURANCE

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

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

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

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

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

5. BENEFITS - DEPENDENTS:

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

D.

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

<u>Yearly Pay</u>	<u>Amount of Insurance Option 1</u>	<u>Amount of Insurance Option 2</u>
\$12,500 to \$15,000	\$15,000	\$ 30,000
\$15,000 to \$17,500	\$17,500	\$ 35,000
\$17,500 to \$20,000	\$20,000	\$ 40,000
\$20,000 to \$22,500	\$22,500	\$ 45,000
\$22,500 to \$25,000	\$25,000	\$ 50,000
\$25,000 to \$27,500	\$27,500	\$ 55,000
\$27,500 to \$30,000	\$30,000	\$ 60,000
\$30,000 to \$32,500	\$32,500	\$ 65,000
\$32,500 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.

21. 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 Workers' 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 30 consecutive calendar days; whereupon he/she will be eligible retroactively for benefits commencing after the second week of layoff;
 - 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) 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.

22. HOSPITALIZATION, MEDICAL, DENTAL AND OPTICAL CARE INSURANCE

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) co-pay (Certificate #87), known as the two dollar (\$2) deductible Drug Rider for employees and their legal dependents, duty disability retirees and their legal dependents, duty death beneficiaries and their legal dependents, as provided by Chapter 13, Article 11 of the Municipal Code of the City of Detroit.

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

Single person	\$100.06
Two person	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 with 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) co-pay (Certificate #87) known as the two dollar (\$2) 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 person	238.29

Fifty percent (50%) of any increase over these amounts will 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) per person annual deductible (\$100 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 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 twenty-five (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 and such benefit will include case hardened lenses.

Provided that the City's cost for eye care insurance will not be increased, the City agrees to institute an eye care enrollment between competing carriers by August 1, 1990. Employees will make a carrier selection during the enrollment period which will be effective for the following two years.

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

J. No insurance carrier shall be allowed to underwrite city health care benefits unless it offers coordination of benefits.

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

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

23. JURY DUTY

A. An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay for all days he is required to serve on jury duty in accordance with the City Council Resolution of March 16, 1965, J.C.C. page 459, as amended.

B. Jury duty shall be considered as time worked.

C. If selected to serve on a jury which requires the employee to be off work for more than one day, the employee must notify his/her employing department each day in accordance with established departmental call-in procedures. Failure to do so will make the employee ineligible for jury duty supplementation.

24. RETIREMENT

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

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

C. All retirement and pension plan provisions provided for by the City Charter and Municipal Code are incorporated herein by referral unless otherwise specifically modified by this Agreement.

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

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

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

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

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

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

25. 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.

26. PERSONAL LEAVE

Absences for the purpose of conducting important personal business which cannot reasonably be handled outside working hours, in the judgment of the department head, shall be considered proper charges against current sick leave reserves; provided that permission for such absences must be secured from the department head forty-eight (48) hours in advance; provided that the department head may permit such absences with pay to the extent of five (5) working days in any one fiscal year; and provided that such personal leave will be granted no more than two (2) days per request and may not be connected with scheduled vacation.

27. MISCELLANEOUS

A. All salaried employees will have their hourly rates computed by dividing their annual salary by two thousand and eighty (2080) hours.

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

C. The basic step increment schedule for salary classifications shall be annual increments of 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.

D. 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.

28. 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 Exhibit II. All employees must be on the payroll for the entire month to be credited with sick leave.

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

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

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

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

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

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.

29. 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 off-time banks and receives income under the Workers' 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 or more years of seniority who have been approved for Workers' Compensation benefits for a period of nine (9) months after they go off the payroll. Thereafter, employees will be entitled to benefits which accrue to them through the Pension Plan and the Income Protection Plan.

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

30. VACATIONS

A. ELIGIBILITY:

Employees inducted during the course of the fiscal year shall not be eligible for vacation leave without deduction of pay until they shall have earned at least one thousand hours of paid time, exclusive of

overtime or premium time, and until they have attained status as City employees for at least six (6) months. When employees qualify, as above stated, they shall be entitled to five (5) days of vacation leave. Once employees have earned at least 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 1st 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 percent 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 departmental 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 percent of the vacation credit of the previous July 1st 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 percent (100%) of their next July 1st 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 percent of ten (10) days and rounding the product to the nearest whole day. Current rules governing vacation shall otherwise continue to apply. This paragraph does not apply to part-time, seasonal or temporary employees.

E. CREDITING VACATION:

Eighty percent (80%) of anticipated annual vacation leave (rounded down to the nearest 1/2 day) will be posted to an employee's bank after he/she has accumulated sixteen hundred (1600) straight time hours in a fiscal year. The remainder of his/her time will be credited after he/she has worked eighteen hundred (1800) straight time hours. In the event an employee has been credited with more time than he/she has earned on the succeeding July 1st, or date of separation, whichever comes first, the employee will have any vacation time credited but not earned charged first against his/her existing vacation bank, then to his/her swing holiday bank, or failing sufficient time in those two 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 30-D.

A recalled employee who received a lump-sum bonus credit at the time of layoff 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 in tact.

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 have one day of vacation converted to "Prior Compensatory Time" in July of each year. Liquidation will be in accordance with the rules for compensatory time. Employees must liquidate this time by the end of the fiscal year in which it is credited.

31. LONGEVITY PAY

- A. Employees shall qualify for longevity pay as follows:
1. Employees may qualify for the first step of longevity pay, provided they have served as City employees for an accumulated period of five (5) years.
 2. Employees may qualify for the second step of longevity pay, inclusive of the first step provided they have served as City employees for an accumulated period of eleven (11) years.
 3. Employees may qualify for the third step of longevity pay, inclusive of the first and second steps, provided they have served as City employees for an accumulated period of sixteen (16) years.
 4. Employees may qualify for the fourth step of longevity pay, inclusive of the first, second and third steps, provided they have served as City employees for an accumulated period of twenty-one (21) years.
 5. Employees may qualify for the fifth step of longevity pay, inclusive of the first, second, third and fourth steps, provided they have served as City employees for an accumulated period of twenty-six (26) years.
 6. The first step of longevity increment shall be one hundred and fifty dollars (\$150). The second step of longevity increment inclusive of the first step, shall be three hundred dollars (\$300). The third step of longevity increment, inclusive of the first and second steps, shall be four hundred and fifty dollars

(\$450). The fourth step of longevity increment, inclusive of the first, second and third steps, shall be six hundred dollars (\$600). The fifth step of longevity increment, inclusive of the first, second, third and fourth steps, shall be seven hundred and fifty dollars (\$750).

B. Employees who have qualified for longevity pay and have accumulated at least eighteen hundred (1800) hours of straight time regular payroll hours of paid time during the year immediately preceding any December 1st date or other day of payment will qualify for a full longevity payment provided they are on the payroll on the December 1st 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 1st dates to qualified employees and officers who separate or take leave from City service, excluding those who are discharged, those who resign and those who resign with a vested pension. Such prorated longevity increment shall be paid for time served on a full calendar month basis since the date of their last longevity payment; provided, that each month shall contain at least 160 straight time regular payroll hours of service.

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

32. PROTECTION CLAUSE

It is the City's commitment that in terms of a total compensation package, this 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 this bargaining unit at large; the parties further agree, however, that an adjustment shall be required for this bargaining unit to maintain the recognized traditional wage relationship to another bargaining unit's classification which received such a special wage adjustment.

33. INTERFERENCE WITH WORK

A. The Association agrees that it will take all reasonable steps to cause the employees covered by this Agreement, individually and collectively, to perform all the duties of their employment positions and to render efficient service to the very best of their abilities.

B. The Association, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from their work or abstain, in whole or in part, from the full, faithful and proper performance of all the duties of their employment.

C. The Association further agrees that it shall not encourage any strikes, sit-downs, stay-ins, slow-downs, stoppages of work, malingering, or any acts that interfere in any manner or to any degree with the continuity of the public service.

D. It is agreed and understood by the parties that any employee participating in any strike, sit-down, stay-in, slow-down, stoppage of work, or any other act interfering with the continuity of the public service shall forfeit any and all rights, privileges, or benefits accruing to him under the terms of this Agreement.

34. FRINGE BENEFITS AND OTHER WORKING CONDITIONS

Fringe benefits and working conditions, except as otherwise expressly provided herein, shall be in accordance with the City Charter, Ordinances, Resolutions and Personnel Department Rules as adopted by the Civil Service Commission and in effect on July 1, 1989, and shall remain in effect for the duration of this Agreement.

35. MAINTENANCE OF CONDITIONS

Conditions of employment and current proper practices which are legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement. It is understood that the conditions of employment maintained are those of minor benefit only.

If there is a disagreement as to whether a condition to be maintained is of minor benefit or not, a Special Conference shall be arranged and no change of conditions shall be implemented until such Special Conference is concluded.

36. 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.

37. RESIDENCY

All members of the bargaining unit shall be residents of the City of Detroit except as provided by action of the Civil Service Commission in accordance with the authority provided by Ordinance. Residence shall mean the employee's actual domicile. A person can have only one 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. The Association President shall receive notice of all scheduled administrative hearings involving bargaining unit members.

38. DURATION, MODIFICATION & TERMINATION

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 9th day of July, 1990.

ASSISTANT SUPERVISORS OF STREET
MAINTENANCE AND CONSTRUCTION
ASSOCIATION:

Michael Palka
Michael Palka, President

Nathaniel McGovern
Nathaniel McGovern
Vice President

CITY OF DETROIT:

Coleman A. Young
Coleman A. Young, Mayor

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

Joyce F. Garrett
Joyce F. Garrett, Director
Personnel Department

Bella Marshall
Bella Marshall, Director
Finance Department

Donald Patten
Donald Patten, Corporation
Counsel, Law Department

APPROVED AND CONFIRMED BY
THE CITY COUNCIL SEP 26 1990

Jeffery D. Blaine
JEFFERY D. BLAINE
DEPUTY CITY CLERK

E X H I B I T I

ASSISTANT SUPERVISORS OF STREET MAINTENANCE
AND CONSTRUCTION ASSOCIATION

WAGE AND REPRESENTATION SCHEDULE

<u>CLASSIFICATION</u>	<u>CLASS CODE NUMBER</u>	<u>JULY 1, 1989</u>	<u>JULY 1, 1990</u>	<u>JULY 1, 1991</u>
Assistant Supervisor of Street Maintenance & Con- struction	61-21-45	\$32,400	\$33,700	\$35,100

EXHIBIT II

1989-90

SICK LEAVE ACCRUAL SCHEDULE

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

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

EXHIBIT II (Cont.)

1990-91

SICK LEAVE ACCRUAL SCHEDULE

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

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

EXHIBIT II (Cont.)

1991-92

SICK LEAVE ACCRUAL SCHEDULE

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

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

EXHIBIT III

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

1989-90

1990-91

1991-92

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

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

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

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

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

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND THE
ASSISTANT SUPERVISORS OF STREET MAINTENANCE
AND CONSTRUCTION ASSOCIATION

RE: AFFIRMATIVE ACTION

A. The City and the Association agree to cooperate in a policy of equal opportunity for all employees: to continue to prohibit discrimination because of race, color, religion, sex, sexual orientation, age, or national origin, and to promote a full realization of equal employment opportunity through a positive and continuing effort.

B. The City agrees to periodically provide the Association with copies of statistical minority employment information reports and such reports concerning policies and programs for equal opportunity in employment regarding City employees.

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

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

DATED THIS 9th DAY OF July, 1990.

Michael Palka
Michael Palka, President
Assistant Supervisors of Street
Maintenance & Construction Assoc.

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

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND THE
ASSISTANT SUPERVISORS OF STREET MAINTENANCE
AND CONSTRUCTION ASSOCIATION


RE: 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 the 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.

DATED THIS 9th DAY OF July, 1990.



Michael Palka, President
Assistant Supervisors of Street
Maintenance & Construction Assoc.



Roger N. Cheek, Director
Labor Relations Division