

6/30/92

*Detroit, City of*

MASTER AGREEMENT

BETWEEN THE  
CITY OF DETROIT  
AND

DETROIT INCOME TAX INVESTIGATORS ASSOCIATION

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1989-92

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University



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## A G R E E M E N T

This Agreement is entered into between the City of Detroit, a Michigan Municipal Corporation, (hereinafter referred to as the EMPLOYER or the CITY) and the Detroit Income Tax Investigators Association (hereinafter referred to as the ASSOCIATION or UNION).

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

### PURPOSE AND INTENT

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

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

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

### 1. RECOGNITION OF ASSOCIATION

A. 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 the 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 for all employees holding classifications listed in Schedule A.

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

C. Provisional employees will not be used to replace or in lieu of civil service status employees in classifications in the recognized bargaining unit, unless it is impossible to hire civil service status employees either from within or from outside the City service.

## 2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

Consistent with the express terms of this Agreement:

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

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. Such overtime shall not be scheduled so as to reduce the work force.

C. The City reserves the right to discipline and discharge for just cause. The City shall have the right to establish reasonable hours and schedules of work and to establish the methods and processes by which such work is performed; provided such actions do not conflict with the terms of this Agreement.

The Association shall be notified in advance of anticipated major changes in working conditions, and conferences in good faith shall be held thereon before they are placed in effect. Emergency situations shall be excepted from this provision.

D. 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 under the provisions of this section.

E. Except as specifically abridged, delegated, granted or modified by this Agreement all of the rights, powers, and authority the City had prior to the signing of this Agreement are retained by the City and remain exclusively within the rights of the City.

### 3. EMPLOYEE RIGHTS

A. Nothing in this Agreement shall abridge any right or privilege that an employee has under the Constitution and Laws of the State of Michigan, nor under the Charter or Ordinances of the City of Detroit, or resolutions of the Detroit City Council unless otherwise specified in this agreement.

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

Employees shall be entitled to copies of materials in their personnel file, and to submit written statements explaining the employee's position if there is disagreement with any material in the file in accordance with applicable State Law.

C. No employee represented by the Association shall be permanently assigned to supervise, or be responsible for the work of any employee at a level of classification equal to or greater than his own in accordance with Schedule A, unless in training for a specified time or he/she is undergoing reclassification.

### 4. 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 shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, except that the City shall not be required to pay the wages of employees who shall refuse to report for and be willing to work, provided however that such refusal shall in no way be detrimental to public health and safety. The employee cannot be ordered to cross a picket line if such action could result in adverse effect to the personal safety of the employee.

#### 5. AGENCY SHOP

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

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

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

D. The City agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Association, all Association service fees uniformly required as provided in a written authorization in accordance with the standard form used by the City, provided that the said form shall be executed by the employee. The written authorization for Association service fee deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Finance Department and to the Association.

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

F. The Association shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Association, the City and its officers and employees shall be released from all liability to the employee-assignors, and to the Association under such assignments. (Chapter 13, Article 4, Section 4 of the Municipal Code of the City of Detroit.)

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

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

## 6. GRIEVANCE PROCEDURE

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

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



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

D. Grievance Steps

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

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

A meeting with the Association will be promptly arranged to take place within five (5) working days from the date of the appeal. The Division Head or his/her designated representative shall render a written decision within five (5) working days from the date of the meeting. If the subject grievance is not appealed to Step 3 within five (5) working days from the date of the Division Head's written decision, Management's last disposition shall be considered the settlement of the grievance.

Step 3: If the grievance is not satisfactorily resolved in Step 2, the Association representative may appeal in writing to the Department Head or his/her designated representative. A meeting with the Association will be promptly arranged to take place within five (5) working days from the date of the appeal. The Department Head, or his/her designated representative, shall give his/her decision in writing within five (5) working days. If the subject grievance is not appealed to Step 4 within five (5) working days from the date of the Department Head's decision, Management's last disposition shall be considered the settlement of the grievance.

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

The grievant must not be present at this meeting unless the case involves his/her discharge or suspension. A written decision shall be rendered by the Labor Relations Division within five (5) working days from the date of the meeting. The decision of the Labor Relations Division shall be

considered as settlement of the grievance unless the decision is appealed to arbitration according to Step 5, within five (5) working days from the date of the decision of the Labor Relations Division.

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

- a. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an adhoc arbitrator within seven (7) working days of such notice, the City shall secure a list of arbitrators from the Federal Mediation and Conciliation Service. The parties will then meet to mutually agree upon an arbitrator from the list.
- b. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provision(s) of the Agreement and he/she shall be without power and authority to make any decision:
  1. Contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement.
  2. Concerning the discipline or discharge of an employee for engaging in a strike, slowdown or stoppage of work if the employee exercises his/her right under Section 6 of Act 336 of the Public Acts of 1947 as amended, or if the discipline or discharge of an employee has been appealed to the Mayor pursuant to provisions of the Detroit City Charter or applicable State Law.
  3. Granting any wage increases.
  4. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.
  5. Relative to position classification whether permanent or temporary.
- c. The arbitrator shall have no authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions which by State law or City Charter the City cannot delegate, alienate, or relinquish.
- d. No settlement at any stage of the grievance procedure, except an arbitration decision, shall be a precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceeding.

- e. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned, less any direct monetary compensation received for temporary employment obtained subsequent to his/her removal from the City payroll, and payments from unemployment insurance, social security disability, welfare, aid to dependent children, and City funded programs such as Long Term Disability Insurance, Sickness and Accident Insurance and Automobile Accident Income Replacement Insurance. Where appropriate, the City shall reimburse those agencies and insurance funds so as to not affect the employee's equity therein. (Note - It is the understanding of the parties that deductions from back wages excludes all forms of income existing at the time the employee was suspended or discharged and which were not the direct result of the loss of employment.)
  - f. The decision of the arbitrator in a case shall not require retroactive wage adjustment in another case except by express agreement of the parties.
  - g. There shall be no appeal from the arbitrator's decision if made in accordance with his/her jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the City, on the Employee or Employees, and on the Association.
  - h. In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.
  - i. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by them.
  - j. The City shall pay for lost time for the aggrieved and one Association representative with respect to their participation in arbitration cases. No other Association member shall be paid by the City with respect to their participation in arbitration cases.
- E. Stipulations to the Grievance Procedure
- 1. All grievance settlements shall be in accordance with the terms and spirit of this Agreement.
  - 2. Any grievance under this Agreement which is not filed in writing within ten (10) working days after the grievance arises shall not be considered a grievance.
  - 3. "Working Days" as used in the Grievance Procedure, shall include Monday through Friday and exclude Saturdays, Sundays and Holidays. The period of "optional holiday closing" (established under the Holiday article of this Agreement) will be excluded from the grievance procedure time limits.



4. The Association may withdraw a grievance without prejudice at any step of the Grievance Procedure.
5. Any grievance hearing not scheduled and held within the prescribed time limits or any grievance not answered by the City within the prescribed time limits may be appealed by the Association to the next step of the Grievance Procedure.
6. The time elements in the first four (4) steps of the Grievance Procedure may be shortened or extended or steps may be eliminated by mutual agreement.
7. 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.
8. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned, less any direct monetary compensation received for temporary employment obtained subsequent to his/her removal from the City payroll, and payments from unemployment insurance, social security disability, welfare, aid to dependent children, and City funded programs such as Long Term Disability Insurance, Sickness and Accident Insurance and Automobile Accident Income Replacement Insurance. Where appropriate, the City shall reimburse those agencies and insurance funds so as to not affect the employee's equity therein. (Note - It is the understanding of the parties that deductions from back wages excludes all forms of income existing at the time the employee was suspended or discharged and which were not the direct result of the loss of employment.)
9. In the case of a pay shortage of which the employee would not have been aware before receiving his/her pay, any adjustment made shall be retroactive to the beginning of the pay period covered by such pay, if a grievance is filed within ten (10) working days within receipt of such paycheck.

#### 7. 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.

## 8. SPECIAL CONFERENCE

A. A Special Conference for important matters will be arranged between the Association President and the Division Head or his/her designated representative upon the request of either party. Such a meeting shall be between no more than three (3) and at least two (2) representatives of the Department and no more than three (3) and at least two (2) representatives of the Association.

Arrangements for a Special Conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the Conference is requested. Matters taken up in Special Conference shall be confined to those included in the Agenda. A Special Conference shall be held within seven (7) calendar days after the request is made.

A Conference shall be held between the hours of 9:00 A.M. and 4:00 P.M. The members of the Association shall not lose time or pay for time spent in such a Special Conference.

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

C. 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.

## 9. SAFETY

A. The Association and the City mutually 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.

B. The issue of employee safety shall be a proper matter for a Special Conference.

10. CONTRACTUAL WORK

The right of contracting or sub-contracting is vested in the City. The right to contract or sub-contract shall not be used for the purpose of interfering with or discriminating against any of the members of the Association.

In cases of contracting or sub-contracting involving employees covered by this Agreement, the City will notify the Association of the nature of the contract job to be done and the number of employees displaced, which may be the subject of a Special Conference.

11. NON-DISCRIMINATION

It is agreed by the City and the Association that the City and the Association are legally and morally obligated to provide equality of opportunity, consideration and treatment of all employees of the bargaining unit and to establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all persons employed in the bargaining unit in all phases of the employment process without regard to race, color, creed, national origin, age, political orientation, sex, sexual orientation, marital status, or non-disabling handicap, except where based on a bona fide occupational qualification in accordance with applicable state and federal law.

12. SENIORITY

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

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

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

C. Loss of Seniority: An employee shall lose his/her seniority for the following reasons only:

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

D. Suspensions of Seniority Credit: An employee shall not lose his/her 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.

E. An employee who is absent from duty for three (3) consecutive work days without specific leave from his/her department and who fails to notify the employer within those three (3) days (except in cases of proven unabling emergency), shall be deemed to have quit his/her employment from City service and to have vacated his/her position. Any such absence shall be without pay unless otherwise approved by a subsequent action by the employer.

### 13. 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 the 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 Schedule A).

D. Except in instances where a discharge for cause is appropriate, an unsatisfactory employee who has classified status may, by departmental action, subject to the Personnel Department rules, have his/her probation period extended or be reverted to his/her former classification. During an employee's initial hire probation period, a department may, in accordance with the Personnel Department Rules, extend the probation period or take action to discharge the employee. The probationary period shall be accumulated within not more than one (1) year from date of appointment.

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

#### 14. PROMOTIONS

Promotions to classifications in the unit to which this Agreement applies shall be made on the basis of merit, ability, training, experience and seniority of employees meeting the requirements for the classification. No employee shall be considered for promotion to the next highest classification in a series covered by this Agreement until that employee has at least one (1) year in grade in the preceding classification in that series.

In the event an employee believes he/she should have been promoted he/she shall be entitled, at his/her request, to a conference with his/her immediate supervisor and the Division Head.

#### 15. OUT OF CLASS

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

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 five (5) consecutive work days, the employee so assigned shall be compensated in the appropriate class thereafter.

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.

## 16. 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 and 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/she has satisfied all qualification requirements of the class including completion of any required probation period. An employee can have permanent status in only one class at a time.
- I. An employee who is certified, promoted, transferred or demoted to a position in a class only for a specified term or conditional event, or where the certification or status change states that such employment is limited to assignment on a particular project, acquires limited-term status in the class.

#### SECTION 2 - ORDER AND MANNER OF REDUCTION

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

- A. Within the department, the following categories of employees shall be removed first:
  - 1. Provisional employees shall be separated by terminating their services; provided, however, that employees provisionally employed in the class who hold permanent status in some other class shall revert to the class in the department from which they were provisionally promoted or transferred.
  - 2. Employees who have not completed their initial probationary period shall be laid off in accordance with their seniority, the least senior employees being laid off first.
  - 3. Employees hired on a limited-term basis shall be laid off in accordance with their seniority, the least senior employee being laid off first.
- B. In the event it is necessary to reduce the number of permanent status employees in the class, the order of removal shall be as follows:
  - 1. Employees in the class on a limited-term basis and employees in the class on a permanent basis who have not completed the required probationary period, but who hold permanent status in some other class, shall revert to the class in the department

from which they were promoted or transferred. Removal shall be in accordance with their total City seniority, the least senior employee to be removed first.

2. Employees in the class on a permanent basis shall be removed in accordance with their total City seniority, the least senior employee to be removed first. Such employees shall be laid off subject to the following demotion or transfer rights within the department:

(a) Demotion in Series

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

An employee who waives his/her right to demotion to the next lower class in series and is laid off, shall lose all rights to city-wide displacement as provided for in Section 3 and restoration rights as provided for in Paragraph A of Section 4.

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

If the employee has previously held permanent status in another class not in series which is at the same or lower level, the employee may elect demotion or transfer to such class, provided there are one or more employees in the class in the department having less total City seniority. (The least senior employee displaced as a result shall be subject to demotion, transfer or layoff in accordance with applicable provisions of this Rule.)

An election to accept a demotion or transfer to a formerly-held class is optional for employees who also have a right to a demotion in series.

- (c) Change of Status to Vacant Positions in Other Classes If the employee has exhausted his/her rights to demotion or transfer under (a) and (b) above, the department may, in so far as the interests of the service permits, propose transfer or demotion of the employee to an available vacant position in any other class in the department for which the department believes the employee is qualified. Such proposed change of status shall be subject to the approval of the Personnel Director.



### SECTION 3 - CITY WIDE DISPLACEMENT

Employees with permanent status who have been laid off in a class from a City department shall displace employees of the same classification in those categories listed in Paragraph A of Section 2 on a City-wide basis. In addition, laid off permanent employees who have one or more years of classified service shall displace other permanent employees in the same classification of lesser seniority on a City-wide basis. Employees who fail to exhaust their eligibility for demotion to the next lower class in series in their department shall lose their eligibility for City-wide displacement. (Least senior employees displaced under this section shall be subject to demotion, transfer or layoff in accordance with applicable provisions of this Rule.)

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

### SECTION 4 - RE-EMPLOYMENT PROCEDURES

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

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

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

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

- D. In the absence of a preferred eligible list for a class, laid off employees shall be certified to requisitions for positions in such class from higher, equivalent or allied lists which have been determined to be appropriate by the Personnel Director.
- E. Reemployment provisions in this 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/her multiple title or the class in which he/she last held permanent status on a single title basis, unless there is a contractual agreement which otherwise identifies the class in which the employee has permanent status, or official action is taken designating such class based upon the nature and history of the employment. Such agreement or official action must be completed at least ninety (90) days prior to the announcement of the reduction in force.

#### SECTION 7 - CONDITIONAL WAIVER OF EMPLOYEE RIGHTS

Where the City anticipates that a reduction in force will not exceed thirty (30) days, an employee in a class subject to reduction in force and his/her employing department may agree to a conditional waiver of the employee's seniority rights for a specified period not to exceed thirty (30) days. This conditional waiver must be in writing and be approved by the Personnel Director. It is recognized that an out-of-seniority lay off resulting from such waiver is for the benefit of the City and the employee retains the right to exercise all rights to restoration, demotion, transfer and displacement at the end of the specified period.

#### SECTION 8 - PREEMPTIVE LAY OFF REQUESTS

If a reduction in force in a department is imminent or taking place over an extended period of time, any employee who has been identified as being subject

to layoff, may request in writing that he/she be laid off prior to the date when he/she would be reached for such layoff. Such request is subject to approval of the employing department and the Personnel Director.

Employees who are granted an effective date of layoff earlier than the scheduled layoff date shall retain the same rights which they would have had 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. Failure to obtain such approval prior to establishing residence outside of the City of Detroit shall result in removal of the employee's name from all reemployment lists.

### 17. EQUAL EMPLOYMENT OPPORTUNITY AND 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, creed, national origin, age, political orientation, sex, sexual orientation, or non-disabling handicap, except where based on a bona fide occupational qualification in accordance with applicable State and Federal law and to promote a full realization of equal employment opportunity through a positive and continuing effort.

B. The City and the Association recognize the provision of the City Charter which mandates the City's Personnel Department to take affirmative action, as required by the constitutions of Michigan and the United States, to assure that all levels of the classified service are reasonably representative of the ethnic and sex composition of the City.

In accordance with this provision, the City agrees:

1. To periodically provide the Association with statistical information concerning the composition of the City's work force and reports concerning policies and programs for achieving equal opportunity in employment.
2. To make available representatives of the Affirmative Action Unit of the Personnel Department to meet with representatives of the Association to exchange information and discuss Affirmative Action activities.

18. 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.

19. RESIDENCY

All members of the bargaining unit shall be residents of the City of Detroit as provided by Ordinance.

Matters of the eligibility of employees for continued employment based on residency shall be determined in accordance with rules and procedures established by the Civil Service Commission. Such matters are not subject to

the arbitration provisions of this Agreement. The Association president shall receive notice of all scheduled administrative hearings involving bargaining unit members.

20. VETERANS--RESERVES--EDUCATION

Nothing in this Agreement shall abridge the rights and preferences of veterans and members of the armed forces reserves, as provided by Federal, State, and Local Laws, Rules and Resolutions.

21. WAGES

A. Wage Increases

1. Effective 7-1-89 4%
2. Effective 7-1-90 4%
3. Effective 7-1-91 4%

B. Each classification 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.

C. All salaried employees will have their hourly rate computed by dividing their annual salary by 2080 hours.

D. 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.

E. The basic step increment schedule for salary classifications shall be five percent (5%) of the employee's salary as of the date the increment is normally paid, not to exceed the maximum rate for the classification.

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

F. Employees promoted from classes where the maximum of the old class is greater than the minimum of the new class, shall be entitled to a pay increase of two annual steps not to exceed the maximum of the new class.



G. 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).

22. HOLIDAYS AND EXCUSED TIME OFF

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

Employees shall be entitled to three (3) swing holidays in each fiscal year. New employees shall be entitled to the first swing holiday after ninety (90) calendar days and the second swing holiday after one hundred eighty (180) calendar days and the third swing holiday after two hundred seventy (270) calendar days.

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

C. An employee shall be eligible for Holiday Pay or Excused Time Day Pay provided he/she shall have received at least eight (8) hours of pay exclusive of overtime in the calendar week prior to, during or after the holiday or excused time day; provided the employee continues on the payroll through the holiday 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 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, for Veteran's Day, and the day after Thanksgiving, and Election Day as designated by the City Council, or an additional Swing Holiday in the event there is no designated Election Day, provided they are on the payroll through the excused time day in question. Employees required to work any portion of the "Excused Time" on these days will receive either equal time off for hours worked or additional pay at straight time for such hours at the option of the Department Head. No holiday premium will be paid for work on these days. When an employee is absent without good cause for the non-excused portion of the day, he/she shall forfeit this excused time for the day.

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

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

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

1. An employee assigned to a six or seven day operation may be scheduled off for the holiday on either the calendar holiday or the substitute holiday.
2. When an employee works both the calendar holiday and the substitute holiday, the day selected as a holiday for pay purposes shall be the day which allows the employee the maximum pay credit for working both days.
3. If an employee works either the calendar holiday or the substitute holiday, but not both, he/she shall be paid holiday premium for the day worked.
4. If an employee is off sick on the calendar holiday, or the substitute holiday, or both, he/she shall receive holiday pay in lieu of sick pay on one of the two days. If he/she works either of the two days he/she shall receive holiday premium.
5. If an employee is AWOL on the actual calendar holiday, but works the substitute holiday, he/she shall not be entitled to holiday pay or holiday premium.

K. The City shall have the option to close all or part of its facilities for the Christmas and New Year's holiday season consistent with operating needs and the public service. Employees shall have the option of using vacation, swing holidays, compensatory time or no-pay for any days off during this period. If an employee has none of the above listed accrued time, departmental leave may be used if available. If an employee has no paid time accrued, and wishes to work, the City will make every attempt to place an employee in his/her department on a job assignment consistent with their job classification and ability to perform the work.

In the event a department requires additional personnel during the period, the Personnel Department will be so advised. Employees who are without accrued time and are desirous of working during 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.

L. The Holiday Schedule during the term of this agreement is set forth in Exhibit I.

## 23. 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. The Association President or his/her designee, with proper notification to the department head, shall be allowed one (1) funeral day, not to be charged to sick leave, in the event of the death of a member of his Association who is an employee of the City, to attend services.

## 24. UNEMPLOYMENT COMPENSATION - SUPPLEMENTAL UNEMPLOYMENT BENEFITS

### A. Unemployment Compensation

Employees covered by this agreement shall receive unemployment benefits in accordance with the unemployment insurance plan administered by the Michigan Employment Security Commission under the Michigan Employment Security Act.

### B. Supplemental Unemployment Plan

Subject to all of the following rules and qualifications, employees shall be entitled to Supplemental Unemployment Benefits.

#### Section 1. Application for Supplemental Unemployment Benefits.

No employee shall be eligible for S.U.B. unless and until he/she shall have made due application therefore in accordance with the procedure established by the City and shall have met the eligibility requirements of Section 2 of this article. Such an employee shall be considered as an applicant.

Section 2. An applicant shall be eligible for S.U.B. only if he/she is on layoff from the City with respect to the week for which application is made, and he/she did not work for another employer during such week, and if:

- a) such layoff:
  - 1) was from the Bargaining Unit;
  - 2) occurred in a reduction in force;
  - 3) was not for disciplinary reasons and was not a consequence of (i) any strike, slowdown, work stoppage, picketing (whether by his/her bargaining unit or any other), or concerted action, or any dispute of any kind involving City employees, or (ii) any fault attributable to the applicant, or (iii) any war or hostile

- act of a foreign power (but not government controls or regulation connected therewith), or (iv) sabotage or insurrection, or (v) any act of God and
- 4) was not self elected.
- b) with respect to such week, the applicant:
- 1) had sufficient seniority to be eligible for one week's benefit,
  - 2) has registered at and has reported to an employment office of the Michigan Employment Security Commission as required by the MESC;
  - 3) has received unemployment compensation from MESC not currently under protest;
  - 4) has not refused to accept work when recalled pursuant to the Collective Bargaining Agreement and has not refused an offer by the City of other available work which the applicant has no option to refuse under the Collective Bargaining Agreement;
  - 5) has not failed to report for interview within five (5) working days after notice of recall from the City;
  - 6) has not failed through any fault of his/her own to report for hire at the employing department within five (5) working days after certification;
  - 7) was not eligible for and was not claiming any accident or sickness or other disability benefit (other than a disability benefit which would be payable to the applicant whether he/she was working full time or not or a survivor's allowance under Worker's Compensation laws), whether publicly or privately financed, or a pension or retirement benefit financed in whole or in part by the City;
  - 8) was not in military service;
  - 9) did not receive any unemployment benefit from, or under any contract plan or arrangement of, any other employer, and he/she was not eligible for such a benefit from, or under any contract, plan or arrangement of, any employer with whom he/she has greater seniority than with the City;
  - 10) must have been on continuous layoff from the City for 30 consecutive calendar days; whereupon he/she will be eligible retroactively for benefits commencing after the second week of lay-off;
  - 11) must not be on layoff from a classification designated as special service, limited term, part-time, provisional, contractual, limited status, or for which the duration of employment is listed as seasonal;
  - 12) must have at least eighteen (18) months total City seniority;
- c) an employee shall forfeit permanently all eligibility for S.U.B. if he/she shall misrepresent any material fact in connection with an application by him/her for any S.U.B. or other unemployment compensation. Furthermore, he/she shall be subject to disciplinary action upon his/her return to active status.

Section 3. Powers and Authority of 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 Supplement Benefit:

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

Section 5. Duration of Supplemental Benefit:

An eligible applicant shall be entitled to one week of S.U.B. for every month of total City seniority, not to exceed in any case a maximum of twenty-six (26) weeks duration for any continuous layoff.

Section 6. All compensation received under this Article shall be offset against any claim for back wages.

25. 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 (\$2.00) co-pay (Certificate #87), known as the two-dollar (\$2.00), deductible Drug Rider for employees and their legal dependents, duty disability retirees and their legal dependents, duty death beneficiaries and their legal dependents as provided by Chapter 13, Article 8 of the Municipal Code of the City of Detroit.

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

Single person	\$100.06
Two person	238.29
Family	253.54

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

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

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

Single person	\$100.06
Two person	238.29

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

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

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

Single Person
Two Persons
Family

G. The City shall provide for all active employees and their dependents a Dental Plan which shall be equivalent to the Blue Cross/Blue Shield program which provides Class I benefit on a 25% co-pay basis and Class II and III benefits on a 50% co-pay basis. Classes I, II, and III benefits shall not exceed \$1,000 per person per year. In addition, Orthodontic coverage shall be on a 50% co-pay basis with a \$1,000 life time maximum. 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 (2) 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.

## 26. 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, currently provides a death benefit of \$5,500.00.

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



If during the term of this agreement, the 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 Finance Director written report of its findings, which as to the benefits provided herein shall be final and binding as to the medical finding. The Finance Director shall pay the fees of the physician named by him 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 family is available for all members of the Employees Benefit Plan on an optional basis, under the provisions of the City Code, Chapter 13, Article 9.

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

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

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

D.

1. Employees will be able to purchase insurance which is approximately equal to their annual salary or they may choose to purchase insurance which is approximately equal to two 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.

27. JURY DUTY

- A. An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay for all days he/she is required to serve on jury duty.



B. In the event that an employee reports for jury duty but does not actually serve on a jury, he/she will be paid the difference between the jury pay received and his/her regular days pay and be excused for the day.

C. In order to receive payment for jury duty supplementation, an employee must have been regularly scheduled to work on a non-overtime basis, must give reasonably prompt prior notice to his/her supervisor that he/she has been summoned for jury duty, and must furnish satisfactory evidence that he/she reported for or performed jury duty on the days for which he/she claims such payment, provided that the department head shall have discretion in seeking to have the employee excused where his/her services are essential. The provisions of this section are not applicable to an employee, who, without being summoned, volunteers for jury duty.

The jury duty supplementation shall not apply to special service, contractual, temporary or other employees with less than one year of seniority.

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

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

F. Jury Duty shall be considered as time worked.

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

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

## 28. 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 (30) nor more than ninety (90) 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.

I. Subject to approval by the Internal Revenue Service, employees shall have the option of having their annuity contributions credited as Individual Retirement Account (I.R.A.) contributions.

29. 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 80% of their scheduled hours, not to exceed twelve (12) sick leave days in any one fiscal year. Sick leave earned after July 1, 1971 may accumulate without limitation.

The service month shall be defined in Schedule (D). 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) or more 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

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.

30. UNUSED SICK LEAVE ON RETIREMENT

A. Employees shall be entitled to payment for unused sick leave on retirement as follows:

Upon retirement, or death with twenty (20) years of service, an employee shall be entitled to payment of one-half (1/2) of their unused sick leave.

B. The payments will be made as part of the Employee's Pension Program, or the Employee's Benefit Plan, or through the Finance Department.

C. At the employee's option, he/she can elect to have up to the amount permitted by law of his/her unused sick leave payment deposited in his/her deferred compensation account with the balance paid to the employee.

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 fifty dollars (\$150). The second step of longevity increment inclusive of the first step, shall be three-hundred dollars (\$300). The third step of longevity increment, inclusive of the first and second steps, shall be four-hundred and fifty dollars (\$450). The fourth step of longevity increment, inclusive of the first, second and third steps, shall be six hundred dollars (\$600). The fifth step of longevity increment, inclusive of the first, second, third and fourth steps, shall be seven hundred and fifty dollars (\$750).

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

No employee will be denied a full longevity payment on December 1st because of a temporary unpaid absence of thirteen (13) 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. TUITION REFUND

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

The maximum amount of the tuition refund shall be \$600.00 per fiscal year.



33. 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 1 following his first year anniversary date of employment the employee will be entitled to a prorated vacation leave, computed by multiplying the number of months remaining from the anniversary date, to the end of the fiscal year by 8.3 per cent of ten (10) days and rounding the product to the nearest whole number. Thereafter, his vacation shall be computed on a fiscal year basis.

B. The vacation schedule shall be as follows:

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

C. VACATION PERIOD:

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

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 (1,800) 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 (1,800) hours of straight time pay, shall be entitled to vacation leave before such separation computed as follows: 8.3 per cent of the vacation credit of the previous July 1 multiplied by the number of calendar months in which employees have been paid for not less than one hundred and sixty (160) straight time Regular Payroll hours, and rounded to the nearest whole number. After eighteen hundred (1,800) straight time hours are worked in a fiscal year, employees will be entitled to one-hundred per cent (100%) of their next July 1 vacation. In the special situation employees who have attained status for at least twelve (12) months but have not yet been placed on a fiscal year basis, and who are separated from the service, shall be entitled to prorated vacation leave, computed by multiplying the number of months worked from the one year anniversary date to the date of separation by 8.3 per cent of ten (10) days and rounding the product to the nearest whole day. Current rules governing vacation shall otherwise continue to apply. This paragraph does not apply to part-time, seasonal or temporary employees.

E. CREDITING VACATION:

Eighty percent (80%) of anticipated annual vacation leave (rounded down to the nearest 1/2 day) will be posted to an employee's bank after he/she has accumulated 1,600 straight time hours in a fiscal year. The remainder of his/her time will be credited after he/she has worked 1,800 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 33-D.

A recalled employee who received a lump sum bonus credit at the time of lay-off for the current fiscal year will have such credit deducted from the total vacation earned in the fiscal year in which he/she is laid off.

An employee who is laid off for thirty (30) days or less shall have the option of receiving a lump sum bonus payment in lieu of vacation or leaving his/her vacation intact.

G. RATE DURING VACATION: Employees will be paid their current base rate while on vacation. Employees with multiple classifications shall be paid an average current rate of pay computed from the ratio of time worked in each classification over the fiscal year immediately preceding such vacation.

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

I. Employees will have two days 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.

#### 34. 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.

### 35. RATES FOR NEW POSITIONS

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

### 36. PRIVATE CAR MILEAGE REIMBURSEMENT

#### 1. Rates of Payment

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

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

#### 2. Definition of Reimbursable Mileage

- A. Trips from home to headquarters and back home shall not constitute reimbursable mileage.
- B. Trips in either direction between home and any officially designated point (when there is no specific headquarters) shall not constitute reimbursable mileage.

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

### 3. Accident Payments

When an employee is involved in an accident while on City business resulting in damage to his automobile in excess of \$50.00, the City will pay for unrecoverable collision damage in excess of \$50.00 not to exceed \$250.00. Employees must furnish proof to their department of the time of an accident and the extent of the damages. Automobile accidents will be excluded from the City's regular small claims program.

4. In the event of an automobile breakdown during regular working hours, the time which an employee is allowed for servicing and repairing his automobile is to be determined by the Department in which he/she works.

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

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

7. The City and the Union agree to establish a joint committee consisting of three (3) members from the Union and three (3) members of Management to review the feasibility of establishing car pools which would reduce the City's cost for private car mileage.

### 37. MAINTENANCE OF CONDITIONS

Wages, hours, conditions of employment and current proper practices which are beneficial to the employees at the execution of this Agreement, shall, except as provided and improved herein, be maintained during the term of this Agreement. Changes must be mutually agreed upon by the City and the Union.

The parties agree that this article is intended to include those proper practices and minor benefits not covered by specific language in the contract.

The parties agree that this article is not intended to conflict with the City's ability and responsibility to manage it's affairs.

The parties further agree that this article is not intended to maintain improper practices which may exist, nor is it intended to prevent the City from taking appropriate corrective action.

38. OTHER CONDITIONS OF EMPLOYMENT

Fringe benefits and working conditions except as otherwise expressly provided herein shall be uniformly applied to all members of the Bargaining Unit and shall be in accordance with the City Charter, Ordinances, Resolutions and Personnel Department Rules as adopted by the Civil Service Commission.

39. MISCELLANEOUS

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.

40. 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.

41. WAIVER OF BARGAINING RIGHTS

The parties acknowledge that for the life of the Agreement, they have each voluntarily and unqualifiedly waived the right, and agreed that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

42. 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.

43. DURATION, MODIFICATION AND TERMINATION

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

If either party desires to modify this Agreement, it may give notice to the other party as early as April 30, 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 20<sup>th</sup> day of May, 1991.

DETROIT INCOME TAX  
INVESTIGATORS ASSOCIATION

CITY OF DETROIT

Shirley M. Ackerman  
Shirley Ackerman, President

Coleman A. Young  
Coleman A. Young, Mayor

Glenda Veil  
Glenda Veil  
Vice-President

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

Lonnie Stamps  
Lonnie Stamps

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

Donald Pailen  
Donald Pailen, Corporation  
Counsel, Law Department

Bella Marshall  
Bella Marshall, Director  
Finance Department

APPROVED AND CONFIRMED BY  
THE CITY COUNCIL JUL 03 1991

Jeffrey D. Blaine  
JEFFREY D. BLAINE  
DEPUTY CITY CLERK

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND  
DETROIT INCOME TAX INVESTIGATORS ASSOCIATION

---

RE: Discontinuance of Operation

In the event that the Income Tax function is absorbed, consolidated with, or assimilated into another unit of government, including but not limited to any other City Department, the County of Wayne, the State of Michigan, or any political subdivision of the State or County, the Employer agrees:

- (1) To notify the Association immediately upon entering into negotiations which could culminate in absorption, consolidation or assimilation into another unit of government.
- (2) To meet with and discuss the various employment alternatives as to how the employee's equity will be protected.
- (3) To place affected employees in accordance with the Personnel Department Rule X, Reduction in Force. Reasonable efforts will be made by the Employer to place employees in this unit in open positions of comparable responsibility and pay rate based upon the qualifications and merits of each individual.
- (4) That during any phase out period that no one other than an Income Tax Investigator or Senior Income Tax Investigator shall work in those respective positions.

DATED THIS 20<sup>th</sup> DAY OF May, 1991.

Shirley M. Ackerman  
Shirley Ackerman, President  
Detroit Income Tax Investigators  
Association

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

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND  
DETROIT INCOME TAX INVESTIGATORS ASSOCIATION

---

RE: Income Tax Training

The City of Detroit and the Detroit Income Tax Investigators Association (hereinafter, Association) agree that it is in the interest of both parties that the members of the Association maintain a level of skill necessary for satisfactory job performance in their respective positions. To this end the parties agree to the following:

1. That the City of Detroit will provide re-training to the members of the Association when changes in any tax law affects the job performance of the members so as to put the members in the position of being unable to perform according to minimum requirements.
2. That such re-training will be administered by the Department in which the members subject to re-training are employed.
3. That when the Association president finds the collective job performance of the members adversely affected due to a change in any tax law he may notify the appropriate Department.
4. That the Department will determine whether the members are performing at minimum standards and whether re-training is appropriate.
5. That the form, extent, and time of such re-training will be determined by the Department in consultation with the Association president.
6. That the intent of this memorandum is to protect Association members from poor job performance caused by changes in (ay) tax law, and this memorandum does not apply to changes which do not affect members' performance to the extent set forth in paragraph one (1) of this memorandum. ✓
7. That this memorandum does not impair any right otherwise given to the Association under this contract.
8. That this memorandum does not impair any right otherwise given to the City of Detroit under this contract.

Dated this 20<sup>th</sup> Day of May, 1991.

Shirley M. Ackerman  
Shirley Ackerman, President  
Detroit Income Tax Investigators  
Association

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

SCHEDULE A

DETROIT INCOME TAX INVESTIGATORS ASSOCIATION  
FINANCE DEPARTMENT

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<u>CLASSIFICATION</u>	<u>CLASS CODE</u>	<u>JULY 1, 1989</u>	<u>JULY 1, 1990</u>	<u>JULY 1, 1991</u>
Income Tax Investigator	09-91-30	\$23,100-24,200	\$24,100-25,200	\$25,100-26,300
Senior Income Tax Investigator	09-91-40	25,500-26,900	26,600-28,000	27,700-29,200

SCHEDULE B

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>
1989	July	June 26-July 30	July 7,14,21,28, Aug. 4	Aug. 1
	Aug.	July 31-Aug. 27	Aug. 11,18,25, Sept. 1	Sept. 1
	Sept.	Aug. 28-Sept. 24	Sept. 8,15,22,29	Oct. 1
	Oct.	Sept. 25-Oct. 29	Oct. 6,13,20,27, Nov. 3	Nov. 1
	Nov.	Oct. 30-Nov. 26	Nov. 9,17,22, Dec. 1	Dec. 1
	Dec.	Nov. 27-Dec. 24	Dec. 8,15,21,28	Jan. 1
1990	Jan.	Dec. 25-Jan. 28	Jan. 5,12,19,26, Feb. 2	Feb. 1
	Feb.	Jan. 29-Feb. 25	Feb. 9,16,23, Mar. 2	Mar. 1
	Mar.	Feb. 26-Mar. 25	Mar. 9,16,23,30	Apr. 1
	Apr.	Mar. 26-Apr. 29	Apr. 6,13,20,27, May 4	May 1
	May	Apr. 30-May 27	May 11,18,25, June 1	June 1
	June	May 28-June 24	June 8,15,22,29	July 1

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

SCHEDULE B - Cont'd.

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. 1
	Aug.	July 30-Aug. 26	Aug. 10,17,24, 31	Sept. 1
	Sept.	Aug. 27-Sept. 30	Sept. 7,14,21,28, Oct. 5	Oct. 1
	Oct.	Oct. 1-Oct. 28	Oct. 12, 19, 26, Nov. 2	Nov. 1
	Nov.	Oct. 29-Nov. 25	Nov. 9,16,21,30	Dec. 1
	Dec.	Nov. 26-Dec. 23	Dec. 7,14,21,28	Jan. 1
1991	Jan.	Dec. 24-Jan. 27	Jan. 4,11,18,25, Feb. 1	Feb. 1
	Feb.	Jan. 28-Feb. 24	Feb. 8,15,22, Mar. 1	Mar. 1
	Mar.	Feb. 25-Mar. 31	Mar. 8,15,22,29, Apr. 5	Apr. 1
	Apr.	Apr. 1-Apr. 28	Apr. 12,19,26, May 3	May 1
	May	Apr. 29-May 26	May 10,17,24, 31	June 1
	June	May 27-June 30	June 7,14,21,28, July 5	July 1

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



SCHEDULE B - Cont'd.

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. 24	Nov. 8,15,22,27	Nov. 27	Dec. 1
Dec.	Nov. 25-Dec. 22	Dec. 6,13,20,27	Dec. 27	Jan. 1
1992 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 I  
H O L I D A Y   S C H E D U L E

	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>
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



