

6/30/86

MASTER AGREEMENT

BETWEEN THE

CITY OF DETROIT

AND THE

DETROIT SANITARY CHEMISTS AND TECHNICIANS ASSOCIATION

1983-86

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AGREEMENT BETWEEN THE CITY OF DETROIT AND THE DETROIT SANITARY CHEMISTS
AND TECHNICIANS ASSOCIATION

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A G R E E M E N T

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

PURPOSE AND INTENT

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

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

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

1. RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative for all employees certified to the classifications listed in Exhibit I, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and all other conditions of employment for the term of this Agreement.

2. NON-DISCRIMINATION

The Employer and the Association both recognize their responsibilities under Federal, State, and Local Laws pertaining to fair employment practices.

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

3. MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. The Association recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers and authority which the City has not specifically abridged or modified by this Agreement are retained by the City. The Association recognizes the exclusive right of the City to establish and enforce reasonable work rules; provided they do not conflict with the express terms of this Agreement and the applicable labor laws.

B. The City reserves the right to discipline and discharge for just cause. The City reserves the right to layoff for economic necessity; or the occurrence of conditions beyond the control of the City; or where such continuation of work would be wasteful and unproductive. The City shall have the right to establish hours and schedules of work including the scheduling of overtime work and to establish the methods and processes by which such work is performed.

C. Except as specifically abridged, delegated, granted or modified by this Agreement, or any supplementary agreements that may hereafter be made, all of the rights, powers, and authority the City has prior to the signing of this Agreement are retained by the City and remain exclusively and without limitations within the rights of the City.

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

4. ASSOCIATION REPRESENTATIVES

A. The Association shall appoint representatives for employees in the bargaining unit. These representatives shall be made known to the employer in writing. There shall be one (1) representative, and one (1) alternate at each of the following work locations:

Water Works Park Treatment Plant
Springwells Water Treatment Plant
Northeast Treatment Plant
Southwest Treatment Plant
Sewage Plant (Operations)
Sewage Plant (Analytical Laboratory)

B. The representative, during working hours and without loss of time or pay, may investigate and present grievances to the Employer. Arrangements shall be made with the immediate supervisor for their release. This privilege shall not be abused.

C. The Association shall appoint a grievance committee of two (2) members. It shall consist of a permanent grievance chairman, or his/her designated alternate, and a representative from the plant location where the grievance originated. Grievance appeals shall be submitted only by the chairman or his/her designated alternate. The grievance chairman and his/her alternate shall be made known to the employer in writing.

D. The Association President (or member of the bargaining unit in addition to the grievant, designated in the contract) shall be permitted to take time off with pay to handle special conferences, grievances and participate in arbitration cases. Other duties associated with being an Association President and directly related to wages, hours and working conditions of bargaining unit members may arise which must be addressed in the capacity of Association President during business hours. In this regard, upon request, a meeting will be convened between the Association and the appropriate department representative to discuss this matter and resolve any difficulties being experienced.

Note: Wherever the word "President" is used in this Agreement, it is understood to mean "President or his/her designated alternate".

5. ASSOCIATION SECURITY

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

B. The City agrees to deduct from the wages of an employee, who is a member of the Association, all Association membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the City provided that 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 and covered by this Agreement, who is not a member of the Association and does not make application for membership within ninety (90) calendar days from the effective date of this Agreement or from the date of employment, whichever is later, shall, as a condition of employment, pay to the Association each month a service fee as a contribution towards the administration of this Agreement, in an amount equal to the regular membership dues of the Association. Employees who fail to comply with this requirement shall be discharged within thirty (30) calendar days after receipt of written notice by the Department from the Association unless otherwise notified by the Association in writing within said thirty (30) calendar days and provided that the Association shall release the Department from fulfilling the obligation to discharge if during such 30-day period the employee pays the membership dues or service fee retroactive to the due date and confirms his/her intention to pay the required membership dues or service fee in accordance with this Agreement.

D. The City agrees to deduct from the wages of all employees subject to section C above, all Association service fees uniformly required as provided in a written authorization in accordance with the standard form used by the City, provided that said form shall be executed by the employee. The written authorization for Association service fee deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Finance Department and to the Association.

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

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

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

6. GRIEVANCE PROCEDURE

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

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

C. An Association grievance is a difference between the Employer and the Association relating to 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. The grievance procedure contained in this Agreement shall be the exclusive grievance procedure for all members of the bargaining unit.

E. Grievance Steps

Step 1

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

Step 2

If the grievance is not satisfactorily resolved in Step 1, the Association representative may submit a grievance in writing to the Division Head or his/her designated representative within ten (10) working days of the complaint which gave rise to the Step 1 discussion.

Both the employee and the Association representative shall sign the grievance form. The grievance form must indicate (1) a statement of the grievance and the facts upon which it is based, (2) the sections of this Agreement alleged to have been violated, (3) the remedy or correction requested, (4) the date of the matter complained of, and (5) a grievance number.

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 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 shall be held between no more than two (2) representatives of the Association and two (2) representatives of the department. Arrangements for such a meeting shall be made within five (5) working days of receipt of the grievance appeal. A written decision shall be rendered by the Department Head or a designated representative within five (5) working days of the meeting. If the subject grievance is not appealed to Step 4 within ten (10) 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 may be present if the case involves his/her discharge, and, if present, counts as one of the Association representatives. A written decision shall be rendered by the Labor Relations Division within ten (10) 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 ten (10) working days from the date of the decision of the Labor Relations Division.

Step 5

Arbitration

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 the intent to arbitrate. If the parties are unable to agree upon an adhoc arbitrator within seven (7) working days of such notice, the moving party will secure a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties will then meet to mutually agree upon an Arbitrator from this list.

- b. The Arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provisions of this 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 1965.
 - (3) Concerning appeals to the Mayor pursuant to applicable State Veterans Law.
 - (4) Granting any wage increases.
 - (5) Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.
 - (6) 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 compensation received for temporary employment or unemployment compensation obtained subsequent to his/her removal from the City payroll.
- 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. The aggrieved and the Association President (or designated representative) shall not lose time nor pay for time off the job while attending the arbitration proceedings.

F. 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. If an answer is not received from a management representative within the time specified, the grievance can be appealed to the next step within the time limits as if denied.
- 3. "Working Days" as used in the Grievance Procedure, shall include Monday through Friday and exclude Saturdays, Sundays, and Holidays.
- 4. The period of "optional holiday closing" (established under the Holiday article of this agreement) will be excluded from the grievance procedure time limits.
- 5. The Association may withdraw a grievance without prejudice at any 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 ten (10) 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 compensation received for temporary employment or unemployment compensation obtained subsequent to his/her removal from the City payroll.
9. In the case of a pay shortage in 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 the ten (10) working days within receipt of such paycheck.

7. DISCHARGE AND SUSPENSION

A. All City discharge and suspension actions shall be invoked by serving a copy of the notice of suspension or discharge on the employee or by mail to the employee's last known address which shall contain the reasons for suspension or discharge. All time periods shall be determined as of the date of service of such notice.

B. The employer agrees to notify, in writing, the Association representative of the discharge or suspension of an employee in the bargaining unit.

C. The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her Association representative.

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

E. Appeal of Discharge or Suspension: Should the employee or the Association consider the discharge or suspension to be improper, the matter shall be referred to the department head step of the grievance procedure (Step 3), within ten (10) working days after date of the receipt of the notice.

F. 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 CONFERENCES

A. Special conferences shall be arranged between the Association and the Department Head or his/her designated representatives upon the request of either party. Such meetings shall be between no more than three (3) representatives of the department and no more than three (3) representatives of the Association. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. A copy of the request and agenda shall be sent to the Labor Relations Division for informational purposes.

B. Matters taken up in Special Conferences shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m., and 4:00 p.m. The members of the Association shall not lose time nor pay for time spent in Special Conferences.

C. On certain matters that concern employees of more than one department, conferences shall be arranged between the Association representatives and the City's Labor Relations Division, in which case the representational limitations stated in A shall not apply.

D. Special conferences shall be held within ten (10) calendar days after a request is made.

E. Within ten (10) calendar days of the date of the special conference, the City shall submit to the President of the Association a written position statement on matters taken up in special conferences.

9. SENIORITY

Seniority shall be defined and determined in accordance with Personnel Department Rules in effect at the time of signing of this Agreement.

Within ninety (90) calendar days of the signing of this Agreement, the City will furnish to the Association a seniority list showing each bargaining unit member's name, address, department, classification, pension number, social security number and total City seniority date. This information will be organized in a format mutually agreeable to the Association and the City.

In addition, the City agrees to provide an up-to-date seniority list to the Association every six (6) months upon request. When feasible, the seniority date of the employee's current classification will be included on the seniority list.

Unless otherwise indicated, the term "seniority" shall mean total City seniority as defined by Personnel Department Rules.

10. 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 initially certified new hires, employees promoted to a higher title, employees recertified to a new title, reinstated employees and other cases as provided in Personnel Department Rules. The length of this probation period shall be six (6) months.

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

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

11. PROMOTIONS

A. Promotions to available positions in the bargaining unit shall be made upon recommendation of the department subject to approval of the Personnel Department. The normal sequence of promotion shall be as follows provided the employee meets the requirements of the class:

Technician Series

Water Systems Laboratory Technician Trainee
Water Systems Laboratory Technician
Senior Water Systems Laboratory Technician

Chemists assigned to Plant Control Operations

Junior Chemist (or Chemist)
Assistant Water Systems Chemist
Water Systems Chemist

Chemists assigned to Analytical Laboratory

Junior Chemist (or Chemist)
Analytical Chemist

Microbiologist Series

Junior Microbiologist
Microbiologist

Wastewater Process Control Classes

Assistant Wastewater Process Controller
Wastewater Process Controller

B. Technicians who obtain the required degree and have served a minimum of six (6) months in their present classification may be recommended for promotion to available chemist positions as follows provided the employee meets all requirements of the class:

Water Systems Laboratory Technician Trainee	to	Junior Chemist
Water Systems Laboratory Technician	to	Assistant Water Systems Chemist <u>or</u> Analytical Chemist
Senior Water Systems Laboratory Technician	to	Water Systems Chemist <u>or</u> Analytical Chemist

C. Bargaining unit members who have served a minimum of six (6) months in their present classification may be recommended for promotion to available Wastewater Process Control positions provided the employee meets all requirements of the class.

D. Technicians who are being trained to qualify for Chemist positions may be recommended for promotion on a conditional basis to available Chemist positions as shown in paragraph B in advance of obtaining their degree in accordance with Personnel Department policy guidelines, provided the employee meets all other requirements of the class.

E. Employees represented by the Association shall be considered for all promotional opportunities to positions within the bargaining unit.

F. All promotions shall be based upon merit, seniority, ability and the qualifications as set forth in the class specifications.

G. The Association President or plant representative shall be given written notification of any plant-level recommendation for promotion and any denial of a salary step increase.

Inquiries as to decisions on recommendations for promotion and progress of status changes may be made only by the Association President or Vice President.

H. An employee who has been denied a step increase shall be informed of the reasons for such denial. Denial of a step increase is a proper subject for the grievance procedure.

I. Promotions to Senior Level Chemist positions which are outside the bargaining unit will be made at the discretion of the Department Director and shall be based on merit, ability and the qualifications set forth in the class specifications. This provision does not preclude the department from recruiting personnel for these positions from other sources.

12. WORK LOCATION PREFERENCE

A. An employee desiring a transfer within the same classification to another plant location may make his/her preference known to the department in writing. When the department intends to fill a vacancy, it will do so from the list of those employees who have indicated a preference for that location in accordance with total City seniority.

B. An employee who does not have the required F 3 Water Plant Operation license may be transferred from the Sewage Plant Division to the Water Treatment Plant Division to positions not involving supervision of a shift without loss of grade or benefits to enable the employee to meet the work experience requisite for the license and allow the employee to take the next scheduled license examination and receive the results.

13. EMPLOYEE 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. In the interest of continuing laboratory safety, a committee shall be formed consisting of two members of the Association and two members of management. This committee shall meet to discuss and resolve matters pertaining to laboratory safety. Meetings may be scheduled monthly, or more often, if requested by either party.

C. All new technicians and chemists serving a probationary period, and persons participating in a training program, shall perform work in the laboratory only under the supervision or leadership of a person qualified in laboratory practices.

14. CLASSIFICATION MATTERS

The Association or the department may request Special Conferences on classification matters in accordance with the Special Conference article of this Agreement. However, all classification matters shall be processed strictly in accordance with Personnel Department Rules, and pertinent provisions of this Agreement.

15. TEMPORARY ASSIGNMENTS

Employees in supervisory and professional classes are normally expected to relieve in higher positions in the absence of other employees on casual days off, vacations and short-term illness. However, if an employee is assigned or is permitted to assume the duties and responsibilities regularly performed by an employee in a higher class for more than fifteen (15) consecutive working days or more than fifteen (15) days in a thirty (30) calendar day period, he/she shall be compensated in the appropriate class thereafter.

In the event, it is known that an employee in the higher class will be absent for a period in excess of fifteen (15) consecutive working days and another employee is designated by the department to perform the duties and responsibilities of the absent employee, such designated employee shall be compensated in the appropriate class upon assumption of such duties and responsibilities.

Shift Operation Assignments

1. At the Northeast and Southwest Water Plants, the Chemist position in charge of operating a shift is recognized as being at the Water Systems Chemist level. In the event another employee is given responsibility for operating a shift, he/she shall be compensated on an out-of-class basis at the Water Systems Chemist rate for the duration of such assignment.
2. At the Water Works Park, Springwells and Lake Huron Water Plants and the Control Laboratory of the Waste Water Plant, the Chemist position in charge of operating a shift is recognized as being at the Senior Water Systems Chemist level. In the event another employee is given responsibility for operating a shift, he/she shall be compensated on an out-of-class basis at the Senior Water Systems Chemist rate for the duration of such assignment.

16. REDUCTION IN FORCE

If as a result of a reduction in force in the Water and Sewerage Department, it is necessary to reduce the number of employees in a classification represented by the Association, such reduction in force shall be in accordance with the reduction in force provisions provided in Personnel Department Rules which are in effect on the date this Agreement is signed.

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

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

NOTE: In order to be recertified for employment, laid off employees must be residents of the City of Detroit or other approved area if applicable.

Laid off employees moving out of the City of Detroit and who wish to remain eligible for recall under Section 4 must file a change of address with the Certification Section of the Personnel Department. Failure to do so will result in the employees name being struck from all reemployment lists.

17. ABSENCE WITHOUT LEAVE

Any employee who is absent from duty for three (3) consecutive work days without specific leave from his/her department and who fails to notify the employer within those three (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. This provision shall not be construed to alter any rights of appeal or representation nor any other benefits to which the employee would have been entitled if suspended or discharged.

18. WAGES

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

All employees in the bargaining unit shall receive a base wage increase of six percent (6%) retroactive to 11:59 p.m., June 30, 1983. Exhibit I sets forth the rates for all classifications in the bargaining unit which will be in effect for 1983-84.

Effective July 1, 1984 - Equity formula in accordance with the Memorandum of Understanding Re: Equity Formula.

Effective July 1, 1985 - Equity formula in accordance with the Memorandum of Understanding Re: Equity Formula.

Out of the money identified as available for the Half Year Equity Bonus, the City shall first pay the employee's contribution for the Death Benefit; if there is money remaining, the City shall next pay the employee's share of any premium increase in hospital and medical insurance; if there is money remaining, it shall be paid to the employee as a 1/2 Year Equity Bonus.

This option, however, is subject to the parties working out any administrative or tax problems which must be resolved to implement it.

B. Each employee covered by this agreement whose minimum and maximum rates are over \$20,000 per year, shall, if these rates fall between even hundred dollar levels, have these rates adjusted to the next higher hundred dollar level.

19. OVERTIME

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

B. Time and One-Half Overtime

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

1. Cash payment for all hours worked over forty (40) in one (1) service week except if such time is worked on a seventh day or a holiday.
2. Cash payment or credit for all hours worked on the sixth day, provided the employee has worked his/her assigned hours in the work week.
3. Cash payment or credit for all hours over eight (8) in one (1) service day except if such time is worked on a seventh day or a holiday.

C. Double Time Overtime

Double Time (two-hundred per cent [200%] of the basic or hourly rate) will be paid to hourly-rated and salary rated employees for work on the seventh day of the work week schedules as defined by Chapter 16, Article 5, Section 6 of the Municipal Code of the City of Detroit.

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

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

F. Except as herein provided, the provisions regarding overtime shall be in accordance with Chapter 16, Article 5 of the Municipal Code of the City of Detroit and the State Minimum Wage Law.

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

20. SHIFT PREMIUM

Afternoon and Night Shifts:

Employees who work regularly scheduled afternoon and night shifts shall receive, in addition to their regular pay, a premium of seventy-five cents (75¢) per hour for the afternoon shift and a premium of eighty-five cents (85¢) per hour for the night shift.

Shift Premium Times

The afternoon shift shall be any full-time shift commencing at the hour of 11:00 a.m. or between the hours of 11:00 a.m., and 6:59 p.m.

The night shift shall be any full-time shift commencing at the hour of 7:00 p.m., or between the hours of 7:00 p.m., and 3:59 a.m. in accordance with Chapter 16, Article 5, Section 12, of the Municipal Code of the City of Detroit.

All of the provisions of this section shall be in accordance with Chapter 16, Article 5 of the Municipal Code of the City of Detroit.

21. LONGEVITY PAY

A. Employees hired prior to August 3, 1981 shall qualify for longevity pay as follows:

1. Employees may qualify for the first step of longevity pay, provided they have served as City employees for an accumulated period of five (5) years.
2. Employees may qualify for the second step of longevity pay, inclusive of the first step provided they have served as City employees for an accumulated period of eleven (11) years.
3. Employees may qualify for the third step of longevity pay, inclusive of the first and second steps, provided they have served as City employees for an accumulated period of sixteen (16) years.
4. Employees may qualify for the fourth step of longevity pay, inclusive of the first, second and third steps, provided they have served as City employees for an accumulated period of twenty-one (21) years.
5. Employees may qualify for the fifth step of longevity pay, inclusive of the first, second, third and fourth steps, provided they have served as City employees for an accumulated period of twenty-six (26) years.

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

B. Employees hired on or after August 3, 1981 shall qualify for longevity pay as follows:

1. Employees may qualify for the first step of longevity pay, provided they have served as City employees for an accumulated period of eleven (11) years.
2. Employees may qualify for the second step of longevity pay, inclusive of the first step provided they have served as City employees for an accumulated period of sixteen (16) years.
3. Employees may qualify for the third step of longevity pay, inclusive of the first and second steps, provided they have served as City employees for an accumulated period of twenty-one (21) years.
4. The first step of longevity increment shall be one hundred fifty dollars (\$150). The second step of longevity increment inclusive of the first step, shall be three-hundred dollars (\$300). The third step of longevity increment, inclusive of the first and second step, shall be four-hundred and fifty dollars (\$450).

C. Employees who have qualified for longevity pay and have accumulated at least 1,976 hours of straight time Regular Payroll hours of paid time during the year immediately preceding any December 1 date or other day of payment will qualify for a full longevity payment provided they are on the payroll on the December 1 date or any other date of qualification. Except for employees first qualifying for increments, the payment will be made in a lump sum annually on the first pay date after December 1st.

No employee will be denied a full longevity payment on December 1st because of a temporary unpaid absence of thirteen (13) continuous days or less extending through the December 1st date in question.

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

E. Prorated longevity payments may be made between December 1 dates to qualified employees and officers who separate or take leave from City service, excluding those who are discharged, those who resign and those who resign with a vested pension. Such prorated longevity increment shall be paid for time served on a full calendar month basis since the date of their last longevity payment; provided, that each month shall contain at least 160 straight time Regular Payroll hours of service.

F. All of the above provisions except as modified herein shall be in accordance with Chapter 16, Article 11 of the Municipal Code of the City of Detroit.

22. 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 of not less than eighteen (18) normal service days, not to exceed twelve (12) sick leave days in any one fiscal year. Sick leave earned after July 1, 1971 may accumulate without limitation.

B. Reserve sick leave of three (3) service days shall be granted beginning July 1, 1984 to all employees with a full year of service. All reserve sick leave earned after July 1, 1971 may accumulate without limitation.

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-nine (49) or more unused sick days on July 1, 1984 or who have accumulated a total of forty-seven (47) or more unused sick leave days on July 1, 1985, or who have accumulated a total of forty-five (45) or more unused sick days on July 1, 1986 shall receive up to five (5) bonus vacation days based upon their sick leave usage in the previous fiscal year. Such time shall be credited according to the following table:

<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 16, Article 7, Section 2 of the Municipal Code of the City of Detroit except as modified by this article.

23. 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.

24. JURY DUTY

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

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

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

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

D. When properly notified by an employee under the terms of Section C, the department shall, if necessary, reschedule the work assignment of the employee so as to coincide as closely as possible with the jury duty schedule. This reassignment shall take precedence over other conflicting sections of this contract (except Article 7-F).

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

F. Jury Duty shall be considered as time worked.

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

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

25. FUNERAL LEAVE

A. If a death occurs among members of the employee's immediate family or household, the employee, provided he/she attends the funeral or memorial service, will be granted three (3) days leave not to be charged to sick leave; provided that such leave will be extended to five (5) days if the funeral or memorial service which the employee attends is more than 300 miles from the City of Detroit. When an employee is entitled to three (3) days leave under this provision, and the funeral or memorial service is within 300 miles of Detroit, he/she shall be granted two (2) days to be charged against current sick leave and then reserve sick leave upon his/her request.

B. Definition of Immediate Family: The immediate family is defined as wife, husband, son, daughter, brother, sister, father, mother, step-father, and step-mother.

C. If a death occurs among the relatives of the employee, the employee will be granted one (1) day leave, not to be charged to sick leave provided he/she attends the funeral. If the funeral which the employee attends is more than 300 miles from the City of Detroit, the employee may extend the leave by two (2) days to be charged against current sick leave and then reserve sick leave upon his/her request.

D. Definition of Relatives: Relatives are defined as grandson, granddaughter, grandmother, grandfather, brother-in-law, sister-in-law, uncle, aunt, mother-in-law, and father-in-law.

E. The Association President or his/her designated representative, with proper notification to the department head, shall be allowed one (1) funeral day, not to be charged to sick leave, in order to attend the funeral of a City employee who was a member of his/her Association on the day prior to his/her death.

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

A. The City shall provide hospitalization and medical insurance based on the Blue Cross/Blue Shield ward service under the Michigan Variable Fee coverage (MVF-2) and the Prescription Drug Group Benefit Certificate with two dollar (\$2.00) co-pay (Certificate #87), known as the two-dollar (\$2.00), deductible Drug Rider for employees and their legal dependents, duty disability retirees and their legal dependents, and duty death beneficiaries and their legal dependents, as provided by Chapter 16, Article 9 of the Municipal Code of the City of Detroit.

B. Employees shall have the option of choosing alternative hospitalization medical coverage made available by the City. The City's contribution to the alternative plans shall be limited to the premium cost for Blue Cross/Blue Shield ward service rates, excluding dental insurance. Total Health Care, Michigan Health Maintenance Organization and Health Alliance Plan shall comprise the list of alternative hospitalization plans. If at the end of any fiscal year an alternative hospitalization plan has failed to enroll 5% of the bargaining unit employees, the City shall have the option of removing that plan from the list of eligible carriers.

C. The City will pay the premium for regular retirees and their spouses for hospitalization and medical insurance based on the Blue Cross/Blue Shield ward service under the Michigan Variable Fee coverage (MVF-2) and the Prescription Drug Group Benefit Certificate with two dollar (\$2.00) co-pay (Certificate #87) known as the two dollar (\$2.00) deductible Drug Rider as provided by City Council in the 1977-78 closing resolution. The City will pay this premium for regular retirees and their spouses for only as long as they receive a pension from the City.

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

E. The City shall provide for all active employees and their dependents a Dental Plan which shall be the Blue Cross/Blue Shield program which provides Class I benefit on a 25% co-pay basis and Class II and III benefits on a 50% co-pay basis. Classes I, II, and III benefits shall not exceed \$1,000 per person per year. In addition, Orthodontic coverage shall be on a 50% co-pay basis with a \$1,000 life time maximum. Newly hired employees shall not be eligible for these benefits until they shall have worked 1,040 straight time hours.

F. The City will provide Optical Care Insurance through the Employee Benefit Board and such benefit will include case hardened lenses.

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

H. Effective January 1, 1984 employees who wish to insure sponsored dependents shall pay the premium cost of this coverage. Also, effective January 1, 1984 the City will pay the health insurance premium for dependents who are 19 to 25 years of age for only as long as they are regularly attending on a full time basis, an accredited vocational school, college or university and are dependent upon the employee for support and maintenance and were reported as such on the employee's most recent federal income tax return. Employees at their own expense may provide coverage for these dependents through a payroll deduction.

I. Effective January 1, 1984 paragraphs A, B, C and D of this article shall be replaced by the following paragraphs.

J. The City shall provide hospitalization and medical insurance based on the Blue Cross/Blue Shield ward service under the Michigan Variable Fee (MVF-1) coverage with riders with cost containment and Prescription Drug Group Benefit Certificate with two dollar (\$2.00), deductible Drug Rider for employees and their legal dependents, duty death beneficiaries and their legal dependents and duty disability retirees and their legal dependents. MVF-1 coverage with riders shall be the same as MVF-2 except for the family continuation coverage.

K. Employees shall have the option of choosing alternative hospitalization medical coverage made available by the City. Total Health Care, Michigan Health Maintenance Organization, and Health Alliance Plan shall comprise the list of alternative hospitalization plans. If at the end of any fiscal year an alternative hospitalization plan has failed to enroll 5% of the bargaining unit employees, the City shall have the option of removing that plan from the list of eligible carriers.

L. Effective July 1, 1984 active employees and retirees; who retired on or after January 1, 1984, shall pay 50% of the cost of hospital and medical insurance premium increases over the 1982-83 premium rates for Blue Cross/Blue Shield ward service under the MVF-II coverage.

27. DEATH BENEFITS AND LIFE INSURANCE

A. DEATH BENEFITS

Death benefits for all regular City employees are authorized by the City Charter, Title IX, Chapter VIII. The City Code, Chapter 16, Article 9, Section 16-9-2 currently provides a death benefit of \$4,900.00.

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

In the event the above contributions are not sufficient to adequately fund this benefit, the increase requisite to maintain the benefit level will be satisfied by pro rata payments from the City and the employee.

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

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

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

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

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

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

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

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

C. GROUP LIFE INSURANCE

A group life insurance program for the employee and his/her family is available for all members of the Employees Benefit Plan on an optional basis, under the provisions of the City Code, Chapter 16, Article 12.

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

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

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

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

5. BENEFITS - DEPENDENTS:

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

D.

1. Not later than June 19, 1984 the amount of the additional life insurance which employees may purchase at their own expense, inclusive of the \$12,500 of insurance in Section C-4, will be increased. Employees will be able to purchase insurance which is approximately equal to their annual salary or they may choose to purchase insurance which is approximately equal to two times their annual salaries in accordance with the following:

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

2. The implementation of this additional option shall be subject to the agreement of the current life insurance carrier. The current practice of the insurance carrier requiring applicants to fill out forms to determine the state of their health and their insurability will continue as in effect on June 1, 1983.
3. Subject to the agreement of and conditions determined by the current life insurance carrier, retirees shall have the option of converting all or part of their group life insurance to a life insurance policy at their own expense. Also, subject to the above conditions, employees who resign may continue their current coverage at their own expense.
4. Should the current carrier decline to provide the coverage agreed upon, the City shall rebid the entire package upon the expiration date of the current contract with the present carrier.

28. WORKER'S COMPENSATION

A. All employees shall be covered by the applicable Workers' Compensation laws and related benefits. An employee sustaining injury or occupational disease arising out of and in the course of city employment shall be continued on the payroll and his/her time shall be charged to his/her sick leave reserve for all days not covered by Workers' Compensation payments; provided that in the absence of any sick leave reserve he/she shall be paid regular wages or salary to the extent of two-thirds of his/her daily wage or salary but for a period not to exceed seven (7) days; provided, also; that where the employee has a sick leave reserve and receives income under the Worker's Compensation Act, such income shall be supplemented by the City with an amount sufficient to maintain his/her regular salary or wage for a period not to exceed that of his/her sick leave reserve, and such reserve shall be charged for all sick leave days or portions thereof paid to such employee.

B. For employees who receive Workers' Compensation after November 1, 1983 and where the employee has a sick leave reserve and receives income under the Worker's Compensation Act, such income shall be supplemented by the City from his/her sick leave banks in an amount sufficient to bring it up to ninety-five percent (95%) of his/her weekly take-home pay. For the purposes of this article, take-home pay is defined as gross pay from the City less Social Security deductions, and less Federal, State and City income tax withholding amounts based on the employee's actual number of dependents. Employees shall be eligible to earn current sick leave.

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

29. 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 one-thousand nine hundred and seventy-six (1,976) 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/her 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/her 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 in accordance with the following procedure:

- a. Prior to April 15th each year employees in each plant shall submit written Vacation preferences indicating their 1st choice, 2nd choice, and 3rd choice. Vacation schedules shall be posted by May 15th. Employees who fail to submit their vacation preferences will be granted vacation on a first come basis, operations permitting.
- b. Vacation shall be granted on a total City seniority basis. Employees in each classification may request and shall be entitled to take their vacation days consecutively but not to exceed 15 days provided that it does not adversely affect the operations of the department. Additional consecutive days may be granted at the discretion of the department. On vacations of less than one week, requests must be made 24 hours in advance.

c. All vacation requests must be approved in writing by the department.

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/her vacation, or prior to, his/her 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 one-thousand nine hundred and seventy six (1,976) of 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 one-thousand nine hundred and seventy six (1,976) 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 one-thousand nine hundred and seventy six (1,976) 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 1,976 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 29-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. Effective June 1, 1984, employees will be permitted to request the conversion of two (2) vacation days into "Prior 'C' Time" to be posted July 1, 1984. This shall be a pilot program. The effect of this pilot program shall be evaluated by the City and the Associations. If, after completion of the evaluation, the City determines that this practice causes administrative or economic problems within a department, the conversion of vacation days to prior 'C' Time shall not be an option for employees in such department in fiscal year 1985-86. The City shall make it known whether or not the practice is to be continued for 1985-86 in sufficient time to allow employees to make requests to convert time for fiscal year 1985-86.

30. HOLIDAYS AND EXCUSED TIME OFF

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

Martin Luther King's Birthday shall be observed on the same day as Wayne County.

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

B. Employees shall receive eight (8) hours straight time pay for the above mentioned holidays. 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 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; provided the employee continues on the payroll through the holiday in question and would otherwise be qualified for the holiday.

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

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

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

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

G. Employees shall be granted four (4) hours of "Excused Time" on Good Friday or the last four (4) hours on the last scheduled paid day prior to Good Friday, and eight (8) hours of "Excused Time" on the last scheduled paid day before Christmas Day and before New Year's Day and for Veteran's Day, Columbus Day, and Election Day as designated by the City Council, or an additional Swing Holiday in the event there is no designated Election Day, provided they are on the payroll through the excused time day in question. 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. Effective July 1, 1984, the day after Thanksgiving will be substituted for Columbus Day.

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

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 operation. 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 no paid time accrued, and wishes to work, the City will make every attempt to place an employee on a job assignment consistent with their job classification and ability to perform the work.

In the event a department requires additional personnel during the period, the Personnel Department will be so advised. Employees who are without accrued time and are desirous of working during the period will contact their department Personnel Officer for available placement in another department.

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

December 27, 28, 29, 1983
December 26, 27, 28, 1984
December 23, 26, 27, 30, 1985.

The City agrees to allow those employees who would have to be off without pay during the 1985-86 Christmas - New Year's shutdown, the option to use vacation time, if any, which has been earned but not yet credited for Monday, December 30, 1985. In the event an employee separates from the City service before the advance vacation time would normally be credited, the City shall deduct the advanced time from his/her final prorated vacation payment or any other payment made to an employee upon separation from City service.

Any scheduled time off during these periods shall not be counted against the employees' attendance records nor adversely affect their benefits.

31. RETIREMENT

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

B. Retirement benefits shall be modified to include an optional coordination of benefits between regular retirement benefits and Social Security benefits for those employees who retire with a regular retirement from the City prior to becoming eligible for Social Security payments. Such coordination of benefits shall cause an approximate leveling of total monthly benefits derived from both the City's retirement system and Social Security without creating any additional actuarial costs. This provision shall include all employees who retire on or after July 1, 1974 and shall be retroactive to that date.

C. All Retirement and Pension Plan Provisions provided for by the City Charter and Municipal Code are incorporated herein by referral unless otherwise specifically modified by this Agreement.

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

E. Any employee who was not a member of the bargaining unit on or before February 1, 1984 who leaves City employment on or after February 1, 1984 after being vested shall not be eligible for pension benefits until the individual reaches his/her sixty-second (62nd) birthday. In addition, employees who are separated from employment through an involuntary lay-off and are eligible to vest shall be eligible to collect their pension upon reaching their normal retirement date. This provision will not affect the current practice governing disabled employees.

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

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

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

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

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

I. Employees who have thirty (30) years of credited service or ten (10) years and age sixty (60); or if an active employee dies with twenty (20) years or more of service, he/she or his/her widow or widower can receive a regular retirement benefit in accordance with current Pension Plan procedures.

32. UNEMPLOYMENT BENEFITS

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.

33. TUITION REFUND PROGRAM

Employees covered by this Agreement may participate in a tuition refund plan administered by the Personnel Department and will receive all of the benefits in accordance with the rules of the Personnel Department.

34. FLEX-TIME

The City agrees that a flex-time work schedule may be established on a pilot basis for bargaining unit employees represented by this Association. The format of this system will be developed on a departmental basis. Special conferences will be held with the Association President, the Department and the Director of Labor Relations and or his/her designated representative within thirty (30) days of the reaching of tentative agreement on this provision to establish a program. If agreed to by the department the program shall be effectuated within thirty (30) days thereafter.

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

35. WORK SCHEDULE ARRANGEMENTS

Employees who are enrolled and attending classes which are appropriate for departmental upgrading to a professional position may request to have their work schedules rearranged. Such requests and any arrangements shall be submitted in writing to the Chief Plant Engineer or his/her designated representative. In the event of a conflict between two employees, the employee with the highest City wide seniority shall have his/her choice of shift. If no mutually agreeable arrangement can be worked out at the plant, the matter may be referred to a Special Conference.

36. TIME OFF FOR STATE LICENSING EXAMINATIONS

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

37. TIMEKEEPING

If an employee is required to work overtime because his/her relief is unable to report on time, the employee who works the overtime shall be compensated at the overtime rate. Employees who know in advance they will be late are expected to notify their immediate supervisor that they will be late and the estimated time of arrival.

The Department shall have the prerogative to excuse tardiness based upon the circumstances.

38. DAMAGED PERSONAL ARTICLES

The City will reimburse employees for damaged articles including clothing up to \$50.00.

The damage must have arisen directly out of the performance of the employee's duties and be in no way attributable to carelessness of the employee.

Should the Association contend that their members do not have adequate protective clothing, the matter shall be referred to a Special Conference.

39. PRIVATE CAR MILEAGE REIMBURSEMENT

1. Rates of Payment

Effective October 1, 1983, when an employee covered by this Agreement is assigned to use his/her automobile to perform his/her job, he/she shall be paid mileage at the rate of 26¢ per mile. In addition, \$2.19 per day is to be paid for each day an employee is required to use his/her car for City business.

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

2. Definition of Reimbursable Mileage

- A. Trips from home to headquarters and back home shall not constitute reimbursable mileage.
- B. Trips in either direction between home and any officially designated point (when there is no specific headquarters) shall not constitute reimbursable mileage.
- C. Trips from headquarters (or from the designated starting point if he/she has no headquarters) to a job, from job to job, and if directed, back to headquarters or starting point, shall constitute reimbursable mileage.

- D. For those employees who do not report to a specific headquarters, or starting point on any given day, mileage in excess of 15 miles from home directly to a job at other than headquarters or starting point at the start of the work day and mileage in excess of 15 miles from a job located at other point than headquarters or starting point to home at the end of work day shall constitute reimbursable mileage.

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

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

4. Accident Payments

When an employee is involved in an accident while on City business resulting in damage to his/her automobile in excess of \$50.00, the City will pay for unrecoverable collision damage in excess of \$50.00 not to exceed \$100.00. Employees must furnish proof to their department of the time of an accident and the extent of the damages. Automobile accidents will be excluded from the City's regular small claims program.

5. In the event of an automobile breakdown during regular working hours, the time which an employee is allowed for servicing and repairing his/her automobile is to be determined in supplemental agreements.

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

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

40. MISCELLANEOUS

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

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

C. Effective October 1, 1980, the basic step increment schedule for salary classifications shall be changed so that the annual increments will be five percent (5%) of the employee's salary as of the date the increment is normally paid, not to exceed the maximum rate for the classification.

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

D. Effective July 1, 1980, employees 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).

41. OTHER CONDITIONS OF EMPLOYMENT

Both parties agree that unless modified by this Agreement, fringe benefits and other conditions of employment shall be in accordance with the City Charter, Ordinances, Resolutions and Personnel Department Rules as adopted by the Civil Service Commission and in effect July 1, 1983.

42. MAINTENANCE OF MINOR BENEFITS

Employee benefits and conditions of employment, of minor benefit only, which are properly in effect at the execution of this Agreement shall remain in effect during the term of this Agreement.

43. VETERANS - RESERVES - EDUCATION

Nothing in this Agreement shall abridge the rights and preference of veterans and members of the Armed Forces Reserves, as provided by Federal, State, and Local laws, Rules and Resolutions.

44. BULLETIN BOARD

A. The City agrees to provide suitable space at each plant for a three foot by four foot Association bulletin board. The boards shall be used only for the following notices:

1. Recreational and social affairs of the Association.
2. Association meetings
3. Association elections
4. Reports of the Association
5. Rulings or policies of the Association

Notices and announcements shall not contain anything political or of a libelous nature or that would interfere with the operations of the department. All notices shall be signed by the Association President or the designated representative.

B. The Association representative will promptly remove a notice or announcement from the bulletin board at the request of a member of the administrative or managerial staff of the City. The Association representative may request a meeting to discuss the removal. The meeting will be arranged within five (5) calendar days.

45. COPIES OF THE CONTRACT

The City agrees to provide twenty (20) copies of the Agreement between the City of Detroit and the Detroit Sanitary Chemists and Technicians Association to the Association for distribution to its members.

46. INTERFERENCE WITH WORK

A. The Association agrees to refrain from engaging in any strike, work stoppage, slowdown or interference of any kind with the operations of the City during the term of this Agreement.

The City will not lockout 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.

B. 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, including the primary picket line of the Association party to this Agreement, 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 on City property. Provided, however, that such refusal shall in no way be detrimental to the public health or safety. However, the employee cannot be ordered to cross a picket line if such action could result in adverse affect of the personal safety of the employee, nor shall employees be required to do work normally done by striking members of other unions.

47. RESIDENCY

All members of the bargaining unit shall be residents of the City of Detroit except as provided by action of the Civil Service Commission in accordance with the authority provided by City Ordinance. Residence shall mean the employee's actual domicile. A person can have only one domicile.

The residency policy applicable to members of the bargaining unit is set forth in Rule XII of the Personnel Department Rules issued July 1, 1980.

48. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

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

B. The City and the Association recognize that there is a 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.

49. COOPERATION IN VALIDATION STUDIES

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

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

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

D. All information provided by participating employees shall be kept confidential and used only for the purposes stated in this memorandum. If sample tests are administered, the anonymity of participants will be maintained by use of code designations.

50. 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.

Insofar as there are conflicts between the contract language and either Rules, City Ordinance or Resolutions, the contract language shall prevail.

It is understood that any references to Personnel Department Rules in this Agreement shall mean such rules in effect at the time of signing of this Agreement.

51. CONTENT

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

52. PROTECTION CLAUSE

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

53. DURATION, MODIFICATION AND TERMINATION

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

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

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

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

FOR THE ASSOCIATION:

CITY OF DETROIT:

James H. Dozier, President

Coleman A. Young, Mayor

Richard Bacon, Secretary

Floyd E. Allen, Director
Labor Relations Division

Phyllis E. Rush, Treasurer

Joyce Garrett, Director
Personnel Department

Bella Marshall, Director
Finance Department

Donald Pailen, Corporation Counsel
Law Department

EXHIBIT I

DETROIT SANITARY CHEMISTS AND TECHNICIANS ASSOCIATION

All classified employees in the Water and Sewerage Department only, in the classes listed below.

<u>CLASS NUMBER</u>	<u>CLASSIFICATION</u>	<u>JUNE 30, 1983</u>
25-20-23	Water Systems Laboratory Technician Trainee	\$16,599-\$18,425
25-20-33	Water Systems Laboratory Technician	\$17,980-\$20,800
25-20-43	Senior Water Systems Laboratory Technician	\$23,200-\$24,600
25-30-13	Junior Chemist	\$18,714-\$21,600
25-30-31	Chemist	\$22,600-\$24,600
25-40-25	Assistant Water Systems Chemist	\$23,500-\$24,600
25-40-35	Water Systems Chemist	\$26,200-\$27,500
25-42-11	Junior Microbiologist	\$18,714-\$21,600
25-42-31	Microbiologist	\$22,200-\$24,600
25-60-31	Analytical Chemist	\$22,200-\$24,600
74-65-21	Assistant Wastewater Process Controller	\$23,100-\$25,500
74-65-31	Wastewater Process Controller	\$23,800-\$28,100

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND THE
DETROIT SANITARY CHEMISTS AND TECHNICIANS ASSOCIATION

RE: Christmas Closedown

It is not the City's intent to close all or part of its facilities at the Water and Sewerage Department in the Wastewater Treatment Operation, the Analytical Lab or the Water Supply Operation between Christmas and New Year's Day and require bargaining unit members to use their off-time banks during this period.

Dated this _____ Day of _____, 1984.

James Dozier, President

Floyd E. Allen, Director
Labor Relations Division

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND THE
DETROIT SANITARY CHEMISTS AND TECHNICIANS ASSOCIATION

RE: EQUITY FORMULA FOR 1984-85 and 1985-86

The formula base shall be established by using the following four revenues which are estimated in the 1983-84 Budget at a total of \$517,817,285: the Municipal Income Tax; current year, net collection of the 23 mill Property Tax for operating purposes, exclusive of penalty and interest, and excluding any taxes which may be paid in the future by Blue Cross/Blue Shield of Michigan; State Revenue Sharing; and Federal Revenue Sharing.

The above base shall be adjusted for any changes in tax rates, or changes in distribution formulas from the way they are currently formulated, and which may increase revenues from these sources. The adjustment must be factored out in a manner acceptable to the union(s) and the City Administration before being used to compute any wage increase.

In the event funds are delayed or deferred by the State of Michigan for cash flow reasons they will be considered received and applicable to this formula on the date they were due in accordance with general acceptable accounting principles as audited by the Auditor General of the City of Detroit or a certified outside independent auditor.

In November 1984 the union(s) and the City will review the actual 1983-84 receipts from the four major revenue sources involved, such receipts having been audited and certified by the Auditor General of the City of Detroit or a certified outside independent auditor. If total receipts from these four sources exceed the total amount budgeted, the surplus over budget shall be distributed as follows:

Using the 1983-4 Budget Development Fund Pro-Forma (FICS) Report, we have determined the percentage that total Salaries and Wages exclusive of Shift Premium, represent of total appropriations in the General (0100) Fund. That percentage is 38.4% (\$320,619,268 in salaries and wages divided by \$834,444,602) in total fund appropriations. The Union(s) and the City agree that this percentage will be applied to any surplus revenue dollars to determine the share of that surplus which will be available for Wage Increases and restoration of regular budgeted positions to the appropriate bargaining groups.

Of the 38.4% of surplus available, 90% will be used to fund wage increases up to 4% of base salary for all General Fund employees; once a 4% raise has been financed, 75% of any remaining surplus will be used for additional wage increases up to 6%; once a 6% raise has been financed, 50% of any remaining surplus will be used for defraying employee fringe benefit cost up to 8%; all remaining surplus available after 8% shall be available for the purpose of restoring regular budgeted positions. (See Schedule A.)

The cost of each 1% raise shall be determined by the following formula which is outlined on Schedule B:

Take 1% of the amounts budgeted in the official 1984-85 City of Detroit General Fund (0100) budget for salaries and wages (which includes all compensation other than shift premium). The dollar amount determined by this formula will be divided into the number of dollars available from surplus for wage increases to determine the percentage raise to be applied to uniformed and civilian employees of the City of Detroit. This percentage raise which shall be factored into the base rate shall be effective on January 1, 1985, and the City will be responsible for the cash cost of pension burden and the employer's share of Social Security taxes on this wage increase.

In addition, this same percentage increase will be applied to hours paid to an employee from the period July 1, 1984 through December 30, 1984 and will be paid on a lump-sum retroactive basis on the first scheduled pay of January 1985. This pay shall be known as the "Half-Year Equity Bonus" and the City and the union(s) shall agree that it shall not be considered in the computation of Average Final Compensation for pension purposes and shall not be subject to any contribution by the City to the various pension funds.

In November 1985 the union(s) and the City shall review the actual 1984-85 receipts from the four major revenue sources involved, such receipts having been audited and certified by the Auditor General of the City of Detroit or a certified outside independent auditor. If the sum of the collections from the four sources is greater than 105% of the 1983-84 budgeted revenues from these four sources, then the surplus over 105% will be available in the following manner:

Using the 1983-4 Budget Development Fund Pro-Forma (FICS) Report, we have determined the percentage that total Salaries and Wages exclusive of Shift Premium, represent of total appropriations in the General (0100) Fund. That percentage is 38.4% (\$320,619,268 in salaries and wages divided by \$834,444,602) in total fund appropriations. The Union(s) and the City agree that this percentage will be applied to any surplus revenue dollars to determine the share of that surplus which will be available for Wage Increases and restoration of regular budgeted positions to the appropriate bargaining groups.

Of the 38.4% of surplus available, 80% will be used to fund wage increases up to 2% of base salary for all General Fund employees; once a 2% raise has been financed, 70% of any remaining surplus will be used for additional wage increases up to 4%; once a 4% raise has been financed, 60% of any remaining surplus will be used for additional wage increases up to 6% of base salary; once a 6% raise increase has been financed 50% of any remaining surplus will be used for defraying employee fringe benefit cost up to 8% of surplus; once the 8% has been financed, all remaining surplus available shall be available for the purpose of restoring regular budgeted positions. (See Schedule A.)

The cost of each 1% raise shall be determined in the same manner as was the case in November 1984, except that 1985-86 Budget data will be used. Any raise granted under the formula will be paid effective January 1, 1986, and factored into the employee's base rate, with the City responsible for the cash cost of pension burden and the employer's share of Social Security taxes on the wage increase. A similar, retroactive lump-sum "Half-Year Equity Bonus" would be paid on the first scheduled pay of January 1986 in the same fashion and subject to the same conditions as in the previous year.

Dated this _____ Day of _____, 1984.

James Dozier, President

Floyd E. Allen, Director
Labor Relations Division

SCHEDULE A

WAGE IMPROVEMENT/POSITION RESTORATION FORMULA

After the amount of "surplus" from the four key revenues has been certified by the Auditor General of the City of Detroit, the agreed-upon percentage will be applied to determine what amount is available for wages and service improvements.

That amount will then be split as follows:

	<u>Magnitude of Raises</u>	<u>Share to be Used for</u>	
		<u>Wage Increases</u>	<u>Restore Positions</u>
1984-85:	-0- - 4%	90%	10%
	4.01 - 6%	75%	25%
	6.01 - 8%	<u>1/</u>	50%
	8.01 - 100%	-0-	100%
1985-86:	-0- - 2%	80%	20%
	2.01 - 4%	70%	30%
	4.01 - 6%	60%	40%
	6.01 - 8%	<u>1/</u>	50%
	8.01 - 100%	-0-	100%

1/50% to be applied to defraying employees cost of health care or other fringe benefit cost.

