

6/30/92

MASTER AGREEMENT

BETWEEN THE
CITY OF DETROIT
AND THE
EMERGENCY MEDICAL SERVICE OFFICERS ASSOCIATION

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MASTER AGREEMENT BETWEEN THE CITY OF DETROIT AND THE EMERGENCY MEDICAL
SERVICE OFFICERS 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 Municipal Corporation, (hereinafter referred to as the EMPLOYER or the CITY) and the Emergency Medical Service Officers Association (hereinafter referred to as the ASSOCIATION).

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

1. 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.

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

2. RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment both economic and non-economic for all employees in the following classifications:

<u>Class Code Number</u>	<u>Title</u>
22-40-35	Assistant Emergency Medical Service Supervisor - Grade I
22-40-41	Emergency Medical Service Supervisor - Grade I

3. MANAGEMENT RIGHTS

A. The Association recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with the law.

B. Except as specifically set forth in this Agreement, the City retains the sole and exclusive right to manage its business, including the right to decide the number and organization of departments and divisions, to decide the number of employees, to decide the type of machines and other equipment, the kinds and numbers of services, to maintain order and efficiency in its departments and divisions, including all its operations and activities, to establish over-all operating policies and procedures, to direct its working force of employees, to determine the type and scope of services to be furnished and the nature of the facilities to be operated and to establish schedules of operation and to determine the methods, procedures, and means of providing services; to discontinue any department, division or operation if in the sole judgment of the City, it is deemed necessary or believed advisable to do so; to introduce new or improved working methods or facilities.

C. The City, in addition to the rights set forth in Section B, above, shall have the right to hire, suspend, discipline, discharge for cause, promote, demote, schedule, assign, transfer, layoff, recall or relieve employees from duty for other legitimate reasons and to maintain discipline and efficiency among employees; to establish work rules and rules of conduct; to fix and determine the penalties for the violation of such rules, provided they do not conflict with the terms of this Agreement. The Association shall have the right to grieve on the interpretation and application of these provisions.

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

E. The right of contracting and sub-contracting is vested in the City. The right to contract or sub-contract shall not be used for the purpose or intention of layoffs of any member of the bargaining unit nor for the purposes or intention of undermining the Association, or to discriminate against any of its members.

4. ASSOCIATION RESPONSIBILITIES

The Association, and the members of the bargaining unit under this Agreement, will not engage in or encourage any strike, sit-down, stay-in, or slow-down.

In the event of such work interference, the Association shall instruct the employee(s) involved that their activities are in violation of the contract, and that they may be disciplined including discharge.

The City shall have the right to discipline or discharge any employee participating in such interferences, and the Association agrees not to oppose such action when properly taken. It is understood, however, that the Association shall have recourse to the grievance procedure as to matters of fact in the alleged actions of such employees.

5. ASSOCIATION SECURITY

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

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

C. Any person employed with the City and covered by this Agreement, who is not a member of the Association and who does not make application for membership within ninety (90) calendar days from the effective date of this Agreement or from the date he first becomes a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Association a service fee as a contribution towards the administration of this Agreement. Employees who fail to comply with this

requirement shall be discharged within thirty (30) work days after receipt of written notice by the Fire Department from the Association unless otherwise notified by the Association in writing within said thirty (30) work 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 intention to pay the required membership dues or service fee in accordance with this Agreement.

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

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

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

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

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

6. STEWARDS AND BASIS OF REPRESENTATION AND SUPER SENIORITY

A. On each shift, the employees shall be represented by one (1) steward who shall be a bargaining unit member and who shall be a regular employee in the E.M.S. Division of the Detroit Fire Department.

B. Stewards during their working hours and without loss of time or pay shall investigate and present grievances, in accordance with their proper place in the grievance procedure, provided such investigations shall not interfere with the performance of the employees duties and after arrangements have been made with their supervisor.

C. For the purposes of lay-off and recall only, the Association's President and three (3) stewards shall hold top seniority, within their appropriate classification, during their term of office, provided that they possess the skills to do the available job.

D. Upon effect of this Agreement, the Association President will notify the Department, in writing, as to the names of those members entitled to top seniority and will thereafter keep the Department notified, in writing of any changes.

E. The Association president and the above three (3) stewards shall hold such top seniority only so long as they hold their respective offices. Should an association official lose his/her office, the former association official shall be subject to displacement by employees with greater seniority and who have been laid off or demoted as a result of reductions in force made prior to the loss of office.

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

7. GRIEVANCE PROCEDURE

The grievance procedure contained in this agreement shall be the exclusive grievance procedure for all members of the bargaining unit.

A. Every employee of the bargaining unit shall have the right to grieve in accordance with the procedure provided herein.

B. The informal resolution of grievances is urged and encouraged at all levels.

C. Grievances shall be processed according to the following procedures:

Step 1

An employee who believes that any provision of this Agreement has not been properly applied or interpreted may discuss his complaint with his immediate superior, with or without the presence of his Association representative. The parties shall discuss the complaint in a friendly manner and shall make every effort to reach a satisfactory settlement at this point. The employee shall have the right to discuss the complaint with his Association Steward before any discussion takes place with the superior. The superior shall make arrangements for the employee to be off his job for a reasonable period of time in order to discuss the grievance with the Steward.

Step 2

If the grievance is not satisfactorily settled at Step 1, it shall be referred by the Steward to the Association President, who may appeal such grievance, in written form, indicating the nature of the grievance, the date of the matter complained of, the names of the employee or employees involved, and the provisions of this Agreement that the grievant claims have been violated, to the Division Head. The grievance will be signed by the grieving employee. The Division Head or his designated representative shall make arrangements, within five (5) working days after receipt of the grievance, to discuss the grievance with the Steward and the Association President, and render a written answer within five (5) working days of the meeting. Grievances not appealed in writing to the third step within ten (10) calendar days of this answer shall be considered settled on the basis of this answer.

Step 3

If the grievance is not satisfactorily settled at Step 2, it shall be appealed by the Association President to the Fire Commissioner or his designated representative who shall make arrangements within five (5) working days after receipt of the grievance, to discuss the grievance with the Steward and the Association President. In cases of suspension or discharge, the grievant may attend the third step hearing. The Fire Commissioner or designated representative shall render a decision, in writing, within ten (10) working days of the meeting.

Step 4

If the grievance is not satisfactorily settled at Step 3, it shall be appealed by the Association President or his designated representative to the Appeal and Review Board by submitting the appeal in writing to the Labor Relations Director within fourteen (14) calendar days of the decision rendered at Step 3. Within fourteen (14) calendar days of receipt of the appeal, the Appeal and Review Board, consisting of at least two (2), but not more than four (4) representatives of the Association and at least two (2) but not more than four (4) representatives of the City, shall be convened to discuss the grievance. The Labor Relations Director shall render his decision regarding the grievance within fourteen (14) calendar days of the meeting.

Step 5

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

1. Arbitration shall be invoked by written notice to the other party of intent to arbitrate. If the parties are unable to agree upon an Arbitrator within fifteen (15) working days of such notice, the City will secure a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties will then meet and mutually agree upon an Arbitrator from the list.
2. The Arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the provisions of this Agreement and he shall be without power or authority to make any decision:
 - a. Contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement.
 - b. Granting any wage increases.
 - c. Granting any right or relief for any kind of time whatsoever prior to the execution date of this Agreement.
 - d. Concerning the discipline or discharges of employees for engaging in a strike, slowdown or stoppage of work if the employee exercises his right under Section 6 of Act 336 of the Public Acts of 1947, as amended or if the discipline or discharge of an employee has been appealed to the Mayor pursuant to the provisions of the Detroit City Charter or applicable State law.

- e. Relative to position classification, whether permanent or temporary. The parties recognize this is within the sole jurisdiction of the Personnel Department.
3. 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.
4. The right of either party to demand arbitration over an unadjusted grievance is limited to a period of forty-five (45) calendar days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration and any grievance not submitted within such period shall be deemed settled on the basis of the last answer by the party against which the grievance is brought. No settlement at any stage of the grievance procedure shall be a precedent in any arbitration and shall not be admissible in evidence in any arbitration proceeding.
5. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received from temporary employment obtained subsequent to his/her removal from the City payroll, and payments from Unemployment Insurance, Social Security Disability, Welfare, Aid to Dependent Children and the following City funded insurances: Long Term Disability Insurance, Sickness and Accident Insurance and Automobile Accident Income Replacement Insurance. Where appropriate, the City shall reimburse those agencies and insurance funds so as to not affect the employee's equity therein.
6. The decision of the Arbitrator in a case shall not require a retroactive wage adjustment in another case.
7. The Arbitrator's decision shall be final and binding on the Association, all employees covered by this Agreement, and on the City. But the City or the Association may challenge the award if it was not made in accordance with the Arbitrator's jurisdiction and authority under this Agreement.
8. In the event a case is appealed to an Arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

9. The expenses of the Arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. Pay for lost time for any City employees other than the aggrieved shall not apply to their participation in arbitration cases.
10. Except as specifically provided, the parties understand and agree that in making this contract they have resolved for its term all bargaining issues which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this contract and which are not excluded from arbitration.

D. Grievances affecting a large number of employees shall be treated as policy grievances and entered at the third step of the grievance procedure by the Association. Policy grievances shall be only submitted by the Association President or his designated representative.

E. Grievances shall be filed in writing within ten (10) calendar days of the event, occurrence, knowledge, or receipt of notice of the situation giving rise to the grievance.

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

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

No claims for back wages shall exceed the amount of wages which the employee would otherwise have earned.

G. An Association Steward shall not leave his assignment to investigate a grievance without his supervisor's permission. In no instance will a Steward leave his assignment without being replaced.

H. "Working Days," or "Work Days" as used in this Grievance Procedure, shall include Monday through Friday and exclude Saturdays, Sundays, and Holidays.

I. The time elements in the first three steps of the grievance procedure may be shortened or extended, or steps may be eliminated by mutual agreement.

J. If the Association requests information regarding a grievance from an aggrieved employee's personnel file, such information will be made available to the Association. However, if such information is of such a nature that its release could be damaging to the employee and suit for damages could be brought against the City therefore, the Employer may request that the Association present written authorization from the employee to release such information.

It is agreed that any information requested in accordance with the above provisions which is not made available to the Association shall not be admissible as evidence in any grievance or arbitration hearing.

8. DISCHARGE OR SUSPENSION

A. Notice of Discharge or Suspension: The Employer agrees, upon the discharge or suspension of any employee, to notify, within forty-eight (48) hours, in writing, the employee and the Steward or the designated Association Representative in the district of the discharge or suspension and to promptly send a copy to the Association President.

B. Appeal of Discharge or Suspension: Should the Association consider the discharge or suspension to be improper, the Association President may submit a written grievance to the Department Head which shall be submitted within ten (10) calendar days of the notice of the discharge or suspension. The grievance shall be processed in accordance with Step 3 of the grievance procedure.

C. Use of Past Record: In imposing any discipline on a current charge, the Employer will not take into account any infraction which occurred more than twenty-four (24) months previously.

D. Member's Rights - Disciplinary Procedures: Employees shall have due process in accordance with the grievance procedure and the Rules of the Detroit Fire Department.

9. SPECIAL CONFERENCES

A. Special Conferences for important matters will be arranged between the President of the Association and the Emergency Medical Service Division Head or his designated representative upon the request of either party. Such meetings shall be between at least two (2), and not more than three (3) representatives of the City, and at least two (2), and not more than three (3) representatives of the Association.

B. 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.

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

D. The Employer will submit to the Association a written position statement on the matters taken up in Special Conference that were mutually agreed upon by the parties before the Conference adjourns.

10. SAFETY

A. The Employer agrees that he will not knowingly assign any employee to operate any unsafe vehicle. It shall be the responsibility of the employee involved to report any unsafe equipment. When equipment defects that would be hazardous to the safe operation of the vehicle are reported to the Assistant Superintendent and concurred by him, the equipment will not be assigned until released by the Apparatus Division supervisor.

B. In cases of dispute between an employee and his immediate supervisor over the safety of a vehicle the employee may request the supervisor to contact the Superintendent or Assistant Superintendent of Emergency Medical Services. The Supervisor shall contact the Superintendent or Assistant Superintendent whose decision shall be final and binding, subject to the right of the employee to file a grievance.

C. The City shall provide reasonably safe and adequate work facilities.

D. Matters governing employee safety shall be in accordance with Fire Department Rules.

11. HOLIDAYS, SWING HOLIDAYS, AND EXCUSED TIME OFF

For purposes of this article, the following definition shall apply:

Work Unit: A work unit is four (4) hours, or a portion thereof, of scheduled work time. A normal work shift of twelve (12) hours shall comprise three (3) complete "work units".

A. Holidays

1. Employees shall be entitled to the following holidays: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, and Election Day as designated by the City Council, or an additional swing holiday in lieu of an Election Day.
2. An employee shall be eligible for holiday benefits provided he shall have received at least twelve (12) 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.
3. An employee shall be considered off the payroll if he is discharged, resigns, is on a formal leave of absence granted by the Personnel Department, is suspended, is laid off, or is engaged in an illegal work stoppage. If an employee is regularly scheduled to work on the holiday and does work on the holiday, he shall receive his normal pay plus two hundred percent (200%) of his hourly rate for all hours actually worked on the holiday.
4. If an employee is regularly scheduled to work on the holiday and does not work on the holiday for any just cause or excused absence, he shall receive his normal pay for the holiday provided his sick leave bank or his accumulated time off bank, whichever is appropriate, is charged with one work unit. The other two paid work units of his unworked scheduled shift are his holiday benefit.
5. If an employee is regularly scheduled to work on the holiday and is absent without just cause, he shall not receive pay or benefits for the holiday.
6. If an employee is not regularly scheduled to work on the holiday and does not work, he shall receive two work units of time off for the holiday. The department head shall have the option of crediting these two work units to the employee's accumulated time off bank or paying for them in cash at the employee's straight time hourly rate.

7. If an employee is not regularly scheduled to work on the holiday but does work on the holiday he/she shall in addition to receiving the holiday benefit be paid at two hundred (200%) of his or her hourly rate for all hours actually worked.

B. Swing Holidays

1. Employees shall be entitled to two (2) 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.
2. In those years in which the City Council designates an additional swing holiday in lieu of Election Day, employees covered by this Agreement shall also be entitled to such swing holiday.

A swing holiday shall consist of two (2) work units of time off to be credited to the employee's accumulated time off bank.

C. Excused Time

1. Employees shall be granted one (1) work unit of time off on Good Friday, two (2) work units of time off on Christmas Eve and two (2) work units of time off on New Year's Eve, provided they are on the payroll through the day in question. Employees will forfeit the above excused time benefits if they are absent on the day in question without good cause. All such excused time off shall be credited to the employee's accumulated time off bank.
2. Employees who are scheduled to work on any of the above Excused Time days and who do not work due to absence properly charged to sick leave shall have their absence charged first to the Excused Time due them on that day and the remaining portion of the unworked scheduled normal work shift charged to sick leave.

12. VACATIONS

- A. Employees discharged for cause, those who separate themselves from service without leave or in bad standing and those who fail upon separation to give sufficient notice shall not, in the discretion of the department head, be covered by this Article. Employees excluded by this paragraph may be eligible for vacation privileges, according to this section, upon recommendation of the department head, with the approval of the City Finance Director, when, in their considered judgement, the circumstances warrant such action.

- B. Subject to the conditions and limitations contained in this section, all employees covered by this Agreement, except those specifically excluded by this Article shall be eligible for vacation, based on years of service with the City, as follows:

<u>Length of Service</u>	<u>Amount of Vacation</u>
0 - 6 months	No vacation
6 months	10 work units
1 year	Additional 21.5 work units
2 through 9 years	31.5 work units
10 through 12 years	34 work units
13 years	36 work units
14 years	38 work units
15 years or more	42 work units

All vacation granted under the terms of this Article shall be credited to the employee's accumulated time off bank.

- C. 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 800 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 ten (10) work units of vacation. Once employees have earned at least 1600 hours of paid time, exclusive of overtime, and have attained status as employees for at least 12 months, they are entitled to twenty one and one-half (21.5) additional work units of vacation leave. In order that an employee's vacation time may be computed on a fiscal year basis, on the July 1st following his first year anniversary date of employment, the employee will be entitled to a prorated vacation leave determined by the number of whole months from the employee's anniversary date of employment to the end of the fiscal year as applied to the table below. A whole month for this purpose is a calendar month in which the employee has been paid for not less than thirteen (13) normal work days.

<u>Number of Whole Months</u>	<u>Number of Work Units of Vacation</u>
1	2.5
2	5.0
3	8.0
4	10.5
5	13.0
6	15.5
7	18.5
8	21.0
9	23.5
10	26.0
11	29.0

Thereafter, the employee's vacation shall be computed on a fiscal year basis.

- D. After employees are placed on a fiscal year basis, and after 1600 hours exclusive of overtime are worked in a fiscal year, employees will be entitled to one hundred percent (100%) of their next July 1st vacation.
- E. Employees who fail to accumulate the required sixteen hundred (1600) 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 sixteen hundred (1600) hours of paid time, shall be entitled to vacation leave before such separation computed as follows: 8.3% of the vacation credit of the previous July 1st multiplied by the number of calendar months in which employees have been paid for not less than thirteen (13) normal service days, excluding overtime, and then rounded to the nearest whole number of work units.

Employees in the special situation 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 pro-rated vacation leave, computed by determining the number of whole months as defined in paragraph "C" above from the employee's anniversary date of employment to the date of separation and applying that number to the table contained in paragraph "C" above.

- F. Broken Service: For the purpose of qualifying as above stated, employees experiencing broken service may accumulate any prior normal paid time within the two year period immediately preceding their return to the payroll; provided, that no such service shall be accumulated when it precedes resignation or discharge.
- G. Rehired Employees: All employees who are rehired after resignation or discharge for cause shall enter the service as new employees insofar as vacation privileges are concerned.
- H. Bonus Vacation: Employees eligible under the provisions of this section shall be eligible for additional work units of vacation leave, without deduction of pay, based upon their accumulated sick leave as follows:

Employees who on any July 1st date have accumulated a combined total of one hundred (100) or more work units of unused sick leave in both their current and reserve sick leave banks shall be entitled to additional vacation time as hereinafter provided.

Such additional leave time shall be equal to one-half the difference between the amount of current sick leave credited and the amount of sick leave used during the fiscal year immediately preceding any July 1st date, regardless of how same was charged on the record; provided, that charges made to supplement income of employees on worker's compensation and charges for time lost on duty-connected injury shall not be construed as time used when computing the above vacation credit, nor shall it, for the same purpose only, be deducted from the required total of one hundred (100) work units of sick leave; and provided further, that such additional vacation leave shall not exceed ten (10) work units in any one fiscal year, and the same shall not be computed in amounts of less than whole work units; and provided further, that such additional leave time shall not be charged against employees' sick leave credits.

- I. Time of Taking Vacation: The time for taking vacation leaves shall lie in the discretion of the department head, subject to the provisions of Section J below, who shall be guided by the interests of public service; provided, that no employee may liquidate consecutively more than fifty-one (51) work units of vacation time, except by approval of the City Finance Director. If an employee becomes ill while on his vacation or prior to it, his vacation shall be rescheduled after proof of such illness and his sick leave charged accordingly.
- J. Employees who are on extended sick leave of one (1) month or more on any July 1st date, may, upon prior written application to the department head and the City Finance Director, be entitled to a lump sum payment in lieu of time off for all vacation leave earned but not liquidated during the preceding fiscal year.
- K. Accumulated Time Off
Time off credits, no matter how earned, shall not be allowed to accumulate on any July 1st date in amounts exceeding one hundred (100) work units.
- L. Deceased Employees
Upon the death of any employee, payment for any unused time off credits shall be made at the rate in effect when his name last appears on the payroll.

13. SICK LEAVE

- A. Current Sick Leave: All full-time regular service employees who have completed three (3) months of continuous service shall be granted sick leave with full pay of eight and one-half (8 1/2) hours for each period of service equal to the departmental service month. Such eight and one-half (8 1/2) hours sick days shall accrue monthly and shall be computed on the basis of not less than ten (10) normal work days per month. Such time shall first be computed from the date of appointment and thereafter from the beginning of each fiscal year. Current sick leave shall accrue in terms of eight and one-half (8 1/2) hour units, and shall not exceed one hundred and two (102) hours in any one fiscal year. Those employees failing to work at least ten (10) normal work days in each month of the fiscal year may be entitled to sick leave at their regular rate of pay on the basis of eight and one-half (8 1/2) hours of sick leave for each period equivalent to fourteen (14) normal work days. Sick leave as above provided shall accrue from date of appointment but only after the employee shall have become eligible for sick leave according to the provisions of this article. An unlimited number of hours of current sick leave may be accumulated in the employee's current sick leave bank.
- B. Sick leave or excused absences chargeable to sick leave according to the provisions of this section shall first be deducted from the current sick leave bank provided for under paragraph "A" of this Article.
- C. Reserve Sick Leave: Additional sick leave of five (5) eight and one-half (8 1/2) hour sick days shall be granted for each full year of service. This time shall be credited on July 1st to all employees on the payroll on that date provided they shall have been on the payroll for one calendar year and shall have been paid for sixteen hundred (1600) hours, exclusive of overtime, in the previous fiscal year. Such sick leave shall be granted on the basis of length of service free from any interruptions: provided, that death or termination of service ends rights to reserve sick leave and that continuous absences in excess of four years shall be deemed to terminate any rights accruing under the provisions of this Article. It is the intent of this Article to provide a reserve based upon length of service in addition to, but not a part of, current sick leave as otherwise provided in this Article. The reserve sick leave bank may be used only after the employee's current sick leave bank is exhausted and only for purposes described elsewhere in this Article. Reserve sick leave earned on or after July 1, 1971 may be accumulated without limit.
- D. Sick leave may not be granted in anticipation of future service.

- E. "Sick Leave" defined: The term "sick leave" shall be construed to be absence due to illness or off-duty injury and shall also include absence due to exposure to contagious disease and attendance upon immediate members of the family within the household of the employee; provided that such absence for attendance upon immediate members of the family shall not exceed two (2) normally scheduled work shifts.
- F. "Immediate Family" defined: The term "immediate family" shall be construed to include husband, wife, children, father, mother, brothers and sisters and also relatives living in the same household, no matter what the degree of relationship.
- G. Employee to notify supervisor: An employee's absence for any reason which may be charged to his sick leave where permission has not already been granted must notify Emergency Medical Services Dispatch at least one (1) hour prior to starting time. Failure of the employee to give proper notice may be used by the department head as a just reason for the refusal of sick leave with pay.
- H. Medical Certificate: Evidence of illness must be provided by medical certificate or other suitable proof for all sick leave granted beyond six (6) consecutive work units; provided, that the granting of sick leave for not more than six (6) work units without the necessity of evidence shall be discretionary with the department head, and all excuses for absences shall be subject to such verification as the department head may see fit to require including examination by a physician selected by the department head.
- I. Other charges against sick leave: Absences for the purpose of taking City examinations, except non-competitive promotion examinations, attending a wedding of an immediate member of the family, consulting the draft board and other justifiable absences, in the judgment of the department head, shall be considered proper charges against the current sick leave bank; provided, that where possible, permission for such absence must be secured from the department head; provided, that the department head may permit such absences with pay to the extent of ten (10) work units in any one fiscal year.
- J. Accrual during service: Absence shall not interrupt the accrual of sick leave where the employee's name appears on the payroll and he is actually receiving compensation; provided, that absences without pay, except for employees receiving worker's compensation, shall stop the accrual of sick leave; provided further, that upon his return in good standing, the employee may

be granted all sick leave accrued on the basis of his prior service; provided further, that any employee returning from any branch of the armed service, whether or not he may have resigned to enter such service, shall be granted all sick leave accrued on the basis of his prior service, including service in the armed forces; provided, that the accrual of sick leave granted on the basis of length of service, as provided in paragraph "C" of this Article, shall not be affected by these provisions.

- K. Sick leave shall not be charged against the employee's sick leave banks in amounts of less than whole work units; provided, that this rule shall not be construed to excuse absences of less than whole work units.

14. WORKERS' COMPENSATION

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 time shall be charged to his accumulated sick leave; provided, that in the absence of any such accumulation, he shall be paid regular wages or salary to the extent of two-thirds of his daily wage or salary but for a period not to exceed fourteen (14) work units of scheduled work time; provided also, that where the employee has accumulated sick leave in his banks and receives income under the Worker's Compensation Act, such income shall be supplemented by the City with an amount sufficient to maintain his regular salary or wage for a period not to exceed that of his accumulated sick leave, and such accumulated sick leave banks shall be charged for all sick leave work units or portions thereof paid to such employee.

15. UNUSED SICK LEAVE

A. Unused Sick Leave on Retirement:

1. Upon retirement, an employee shall be entitled to a payment of one-half (1/2) of his/her unused sick leave.
2. All the above shall otherwise be in accordance with the City Council Resolution of November 8, 1961, J.C.C. p. 2292 as amended.
3. The payments will be made as part of the Employee's Pension Program, or the Employee's Benefit Plan, or through the Finance Department.

- B. Death as Termination of Service: Payment for accumulated unused sick leave in the employee's current sick bank shall be paid at 50% of current rate of pay to the employee's beneficiary or estate, upon the death of any employee, provided that in the case of a non-duty related death, such payment of accumulated current sick bank shall be limited to 720 hours.

16. LEAVES OF ABSENCE

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

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

B. Leaves of absence may be granted for other reasons than those listed above where in the judgment of the City such leaves are deemed beneficial to the City. Such leaves (excluding military) may be extended for periods up to two (2) years. After two (2) years, the person's name may be placed on the preferred eligible list for an additional two (2) years. Seniority of persons on leave of absence shall be governed by the seniority provisions of this Agreement.

C. Approved absences from work without pay for up to thirty (30) continuous calendar days, but not to exceed a total of thirty (30) scheduled work days in any twelve (12) month period, may be granted by the department director. Leaves of absence for more than thirty (30) continuous calendar days must be approved by the Personnel Director. Unless otherwise provided for in this Agreement, the procedure for the administration of leaves of absence shall be in accordance with Personnel Department Rules as adopted by the Civil Service Commission in effect as of July 1, 1989.

D. To be eligible for a leave of absence in excess of thirty (30) continuous calendar days, the employee must have completed one (1) year of continuous classified service immediately prior to the leave. This requirement shall not apply to leaves for military service. Persons not eligible for a leave of absence may request a voluntary lay-off for health reasons. If approved, the person's name will be placed on the preferred eligible list for future reemployment.

17. SENIORITY

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

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

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

C. LOSS OF SENIORITY: An employee shall lose his/her seniority for the following reasons only:

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

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

1. Layoffs resulting from reduction in force which exceed three (3) years.
2. Leaves of absence which exceed one (1) year.
3. Non-duty disability retirements which exceed one (1) year.
4. Voluntary layoffs.

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

18. BULLETIN BOARD

The City will furnish, for the use of the Association, space for a bulletin board at EMS Headquarters. The bulletin board shall not contain anything of a political or libelous nature.

19. DEPARTMENT FILES

A. All personnel records which include home address, phone numbers and pictures of members shall be kept confidential and never released to any person other than officials of the City.

B. A member shall have the right to inspect his or her official personnel records wherever kept twice a year or more often upon good cause shown.

C. Inspection of personnel records shall be during regular business hours of the respective repository and be conducted under supervision of the department. Said member shall have the right to make duplicate copies for his own use. No records, reports, investigations, evaluations or similar data belonging in the Personnel File or Medical File shall be hidden from a member's inspection.

D. A member shall have the right to include in his/her personnel record and in any other file kept by the department, a written refutation of any material he considers to be detrimental and may request its removal.

20. EXCHANGE OF DUTY DAYS

DUTY DAY EXCHANGES

The City will allow members of the bargaining unit holding equivalent classification levels to trade a reasonable number of duty days regardless of the pay period in which they might fall provided the criteria listed below are met:

A. A written request form must be presented to the Superintendent of the Emergency Medical Service at least four (4) calendar days prior to the first trading day. The request must state the days to be traded and be signed by both employees.

- B. Approval of the request by the Superintendent (per criteria set forth in this Article) will have the effect of changing the work schedules of the employees involved. The employees must work on the dates which they agreed to in the trade.
- C. Time worked as a result of trading days shall not be considered as overtime, unless the employee works in excess of the normal work day.
- D. If at any time during the term of this agreement the City is required to pay overtime, other than the daily overtime referred to in "C", above, because of the exchange of duty days, the City may determine this article to be null and void in its entirety.

CT - TIME EXCHANGES

An Association member in lieu of working for his/her exchange may elect to repay the other member with an equivalent amount of CT Time transferred to the member's time-off bank. CT Time Exchanges for each member will not exceed four (4) days in each fiscal year. Furthermore, it is understood that this practice will only be followed to the extent it is consistent with other pay practices. In the event this practice is later deemed in violation of the preceding sentence, the parties agree to convene for the purpose of agreeing to an acceptable substitute practice.

The member offering the CT Time repayment shall ascertain that he/she has adequate CT Time to exchange. Should a member knowingly enter into an exchange of CT Time with insufficient time, he/she shall be subject to disciplinary action.

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

21. PAYROLL WORK PERIOD

The standard payroll work period shall begin at 12:01 a.m., Monday, and end two weeks later at midnight Sunday. It shall consist of seven (7) regularly scheduled twelve (12) hour work shifts and seven (7) off days. For payroll purposes, seven (7) regular shifts of twelve (12) hours each in one payroll period shall be paid as eighty-four (84) straight time hours.

22. SERVICE DAY

The service day for employees shall begin at 12:01 a.m. and extend to 12:00 midnight. However, any shift beginning at or between 8:00 p.m. and 12:00 midnight shall be construed to have been worked in the following service day and any shift beginning before 8:00 p.m. shall be construed to have been worked on the service day it was scheduled to begin.

The normal work day of each employee under the terms of this Agreement shall consist of twelve (12) continuous hours of work in the service day. Employees may eat their lunches during the normal work day as the workload permits. No monetary compensation or time off will be paid or granted for lunch periods not taken regardless of the reason. The actual hours of the work day shall be designated by the department head according to that schedule which best meets the efficiency of the public service, provided that when the nature of the work is such that it is impossible to operate in accordance with the normal work period employees may be required to work in excess of the normal work day.

23. SHIFT CHANGE AND ROTATION

A. The change of shift shall take place beginning the first pay period each January, May and September. The shifts shall generally rotate as follows:

Days 1	----	Nights 1
Nights 1	----	Days 2
Days 2	----	Nights 2
Nights 2	----	Impact
Impact	----	Days 1

B. Thirty (30) calendar work days prior to the effective date of a shift change, an employee may submit a shift request in writing.

All employees desiring specific duty assignments may submit such requests prior to the issuing of the tentative roster. the Division Head will consider the request and assign all officers at his discretion.

C. Impact Shift

The Department shall have the option of placing Assistant Supervisors on the impact shift (an 8-hour, 24 minute work day). When supervisors are available, or the need exists, they may also be placed on the impact shift on a rotating basis.

Other provisions of this Agreement affected by this article will be modified to be consistent with this article, however, such modification will not reduce economic provisions to the employees. By way of example only, and not necessarily exhaustive of all affected provisions, the following articles will or may need some modifications in accordance to standard City practices for a work day of 8 hours or a work week of 40 hours: 12, 13, 20, 21, 22, 23, 33, 35, 36, and 44.

The Department shall have the option of returning bargaining unit members to 12-hour scheduling.

24. CHANGES IN DUTIES, EQUIPMENT AND WORK ASSIGNMENTS

When new types of equipment are acquired or existing equipment is modified or when there are additional duties which either involves the application of skills or training not previously required, the specific change shall be reported by the department, in writing, to the Association.

If the Association believes that such change involves the application of additional skills or training, not previously required, the Association has the right to negotiate the rate of pay and the working conditions involved.

Such negotiations shall commence within ten (10) calendar days of notice from the Association of its desire to exercise this right.

25. DEFENSE AND INDEMNIFICATION

Chapter 13, Article 11 of the Municipal Code of the City of Detroit shall be incorporated by reference into this Agreement as if its terms were specifically set forth herein.

26. AFFIRMATIVE ACTION

A. The City and the Association agree to cooperate in a policy of equal opportunity for all employees: to continue to prohibit discrimination because of race, color, creed, union activity, national origin, age, political orientation, sex, sexual orientation, non-disabling handicap, except where based on a bona fide occupational qualification, and to promote a full realization of equal employment opportunity through a positive and continuing effort.

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

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

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

27. COOPERATION IN VALIDATION STUDIES

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

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

C. The Association agrees to cooperate and provide assistance in validation studies and test development projects conducted by the Personnel Department, and to use its good offices to secure the cooperation and participation of Association members in such studies or projects.

28. RESIDENCY

All EMSOA members shall be City of Detroit residents. Residency shall be defined as the actual domicile of the EMSOA member. A member can have only one (1) domicile.

Matters of eligibility of employees for continued employment based on residency shall be determined in accordance with rules and procedures established by the Civil Service Commission.

The Association President shall receive notice of all scheduled hearings involving bargaining unit members.

29. MISCELLANEOUS

A. An employee unable to perform his/her duties because of injury or while recuperating from illness may absent himself/herself from his/her home while on sick leave, or duty-injury leave.

B. An employee who has been placed on a Fire Department Attendance Review Period and unable to perform his/her duties because of injury or illness, must remain at home while on sick leave unless they have received permission from the Medical Division, to absent themselves from their home.

C. No employees shall be required during their leave days to make trips to the department physician for promotional physical examination or physical examination to retain their AEMMT, EMT or ambulance driver status.

D. The City shall provide reasonable and safe conditions for property of bargaining unit members that is necessary for the performance of their duties and properly secured by the employee at the employee's assigned work location. Replacement of such property due to theft, shall be in accordance with Departmental practices.

E. When an employee's personal property has been damaged in the direct performance of his duties and is in no way attributable to the carelessness of the employee, he/she shall be eligible for reimbursement subject to the conditions and procedures set forth in the City Council Resolution of November 21, 1972 (Page 2829).

30. PROMOTION TO EMERGENCY MEDICAL SERVICE SUPERVISOR

When vacancies exist in the Emergency Medical Service Supervisor - Grade I classification, the following procedure will be followed.

Opportunities to fill permanent vacancies in the classification above Assistant Emergency Medical Supervisor rank within the bargaining unit, shall be posted for a period of not less than fourteen (14) calendar days. The posting shall include a description of qualifications necessary for the position.

All interested bargaining unit members who have successfully completed their probationary period shall submit a letter to the Superintendent expressing their desire to be considered for promotion.

A panel of three Detroit Fire Department Chief Officers or Administrative Assistants (one of which will be the E.M.S. Superintendent) will be convened. This panel will review the training, education, job performance, attendance, driving record and experience of the candidates.

The panel shall then interview those candidates determined to be qualified and submit their recommendations to the Fire Commissioner.

The number of Supervisor positions to be filled will be determined by the Fire Commissioner.

All candidates who submitted letters expressing an interest in being promoted shall be notified of their results. An employee who wishes to review his/her result shall be entitled to a conference with the Division Head or his Representative.

31. REDUCTION IN FORCE

Layoffs or demotions attributable to reduction in force, and recalls, shall be in accordance with the Personnel Department Rules in effect on the date this Agreement is signed.

Employees to be laid off for an indefinite period of time will have at least seven (7) days notice of layoff, and, wherever possible, a two week notice shall be given.

Provisions for reemployment of laid off persons shall continue for four (4) years after layoff and separation from City employment.

32. JURY DUTY

A. All employees except for special service and contractual employees who serve on jury duty will be paid the difference between their pay for jury duty and their regular pay for all days they are required to serve on jury duty.

B. Jury duty shall be considered as time worked.

C. Where employees once impaneled are excused for days or parts of days, reimbursement shall be made only for time served. Employees should otherwise be expected to report for work. The department head, at his discretion, may change the assigned work schedules of employees serving on jury duty to whatever schedules, including length of workday, he feels are appropriate for the duration of the employees' jury duty assignments.

33. BASIS OF PAYMENT

A. Under normal circumstances, employees shall be paid every two (2) weeks for the period of time in the preceding payroll period for all hours for which they are entitled to be paid.

B. Holiday pay shall normally be paid in the paycheck covering the payroll period in which the holiday falls.

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

The correction of the underpayment shall be made within sixty (60) days after notification to the Division Head.

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

If the amount owed by the employee is over \$2600, the City reserves the right to seek immediate recovery through the appropriate legal proceedings.

D. Whenever an employee reports for duty as assigned he or she shall receive a minimum of four (4) hours of straight time pay.

E. Compensation for sick leave, annual leave and other paid time off as granted by the City Council shall be based upon the hourly rate according to the above.

34. WAGES

The wage rates for classifications represented by the bargaining unit shall be set forth below during the term of this Agreement.

	<u>6-30-89</u>	<u>4%</u> <u>7-1-89</u>
Assistant EMS Supervisor - Gr. I	\$26,500-\$27,300	\$28,000-\$28,800 ^{1/}
EMS Supervisor - Gr. I	\$28,900-\$30,400	\$30,500-\$32,100 ^{2/}

	<u>4%</u> <u>7-1-90</u>
Assistant EMS Supervisor - Gr. I	\$32,300-\$33,200 ^{3/}
EMS Supervisor - Gr. I	\$35,300-\$36,900 ^{4/}

	<u>4%</u> <u>7-1-91</u>
Assistant EMS Supervisor - Gr. I	\$33,800-\$34,700 ^{5/}
EMS Supervisor - Gr. I	\$36,900-\$38,600 ^{6/}

- 1/ A 4% general increase plus a \$406 Special Adjustment
- 2/ A 4% general increase plus a \$395 Special Adjustment
- 3/ A 4% general increase plus a \$3,162 Special Adjustment
- 4/ A 4% general increase plus a \$3,515 Special Adjustment
- 5/ A 4% general increase plus a \$172 Special Adjustment
- 6/ A 4% general increase plus a \$188 Special Adjustment

II. MISCELLANEOUS:

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

- C. Step increments for salary rated employees shall be five percent (5%) annually.
- D. Deferred Compensation Plan: Employees shall be eligible for a Deferred Compensation Plan made available by the City. Participation in the Plan shall be optional with each employee.
- E. Employee benefits for those employees sixty-five (65) years of age and older may be modified as permitted by law but shall not result in any additional cost to the employee, (e.g. coordination of medicare/medicaid coverage with City hospitalization coverage).

35. SHIFT PREMIUM

Effective July 1, 1986, employees scheduled to work a night shift shall receive a premium of sixty-five cents (65¢) per hour. A night shift is hereby defined as any regular normal work shift commencing at the hour of 6:30 p.m. or between the hours of 6:30 p.m. and 4:00 a.m., inclusive.

Effective July 1, 1986, employees scheduled to work the impact shift shall receive a premium of seventy-five cents (75¢) per hour. The impact shift is hereby defined as any regular normal work shift commencing at the hour of 1:00 p.m. or between the hours of 1:00 p.m. and 6:29 p.m., inclusive.

Shift premiums shall be paid in addition to the basic rate of pay for such employees. Night shift premiums and impact shift premiums shall be paid for all overtime following the night shift and the impact shift respectively.

36. METHOD OF COMPENSATION FOR OVERTIME

A. Effective July 1, 1981, all hours worked in excess of the normal work day of twelve (12) hours or in excess of eighty-four (84) hours in a payroll work period of two weeks shall be considered overtime. Salary rated employees shall be paid in cash for all overtime at one hundred fifty percent (150%) of their salary rate calculated on a 2080 hour year.

B. Vacations, compensatory time, sick leave, holidays, or other credited paid absences shall not be considered overtime, provided, however, that such credited absences during the seven (7) normal scheduled work shifts of the normal two-week payroll period may be used in lieu of an equal amount of service required in determining overtime credit.

C. All unpaid overtime credit that an employee has credited at the time of his death shall be paid at the rate in effect when his name last appears on the payroll.

37. COMPENSATORY TIME FOR WORK DURING DECLARED EMERGENCIES

When the City employees covered by the provisions of Article 13-2 of the Municipal Code of the City of Detroit are generally excused from work by the Mayor, during periods declared as emergencies by the Mayor, those employees required to work their regularly scheduled hours shall be granted straight time off, equal to the hours worked, exclusive of overtime. Such time shall be liquidated at a later date; provided, that it shall not be construed to be overtime.

38. DUTY DISABILITY BENEFIT PLAN

The City shall provide a Duty Disability Benefit Plan to supplement benefits received by the employee from Workers' Compensation, Duty Disability Pension, Social Security, and other compensation received by an employee as a result of being disabled in the line of duty so that the total being paid to such employee from all sources will be two-thirds (2/3) of the normal straight time gross pay (before taxes) the employee was earning at the time he was disabled for all illnesses or injuries arising on or before October 31, 1985. Effective November 1, 1985, supplemental compensation shall be increased so that the total paid will be one hundred percent (100%) of the normal straight time gross pay.

The Duty Disability Benefit coverage shall begin with the first (1st) continuous day of a disability resulting from a duty connected injury and the twenty-second (22nd) continuous day of a disability resulting from a duty connected illness. The maximum period of benefit shall be fifty-two (52) weeks.

When the Medical Division has returned the employee to regular duty who has not exhausted his/her 52 weeks of supplemental benefits and at least six (6) continuous months have not elapsed, including sixty (60) regular work days and the employee is again incapacitated by an injury, the doctor shall make a determination if the injury is a reoccurrence. If it is a reoccurrence, the employee will be eligible to exhaust the remainder of his/her 52 weeks of supplemental benefits.

When the Medical Division has returned the employee to regular duty who has exhausted his/her 52 weeks of supplemental benefits and at least six (6) continuous months have not elapsed, including sixty (60) regular work days and the employee is again incapacitated by an injury, the doctor shall make a determination if the injury is a reoccurrence. If it is a reoccurrence, the employee will not be eligible for additional supplemental benefits. All injuries sustained after such six (6) continuous months have elapsed including sixty (60) regular work days

shall not be considered a reoccurrence of an original injury and an employee is entitled to another 52 weeks of supplemental benefits. The determination made by the Medical Division shall be subject to the Grievance Procedure and the matter may be submitted directly to the arbitration step of the Grievance Procedure.

Duty Disability Benefit payments will be made only for disabilities which incapacitate an employee so that he cannot perform his normal duties of employment.

The determination of disability, the duration of the disability, and the ability of an employee to return to work shall be determined by the Medical Division of the Detroit Fire Department. The Medical Division shall also determine whether an injury or illness is service connected.

If a dispute should arise as to whether the Medical Division has made a proper determination regarding whether a disability is service connected or not, the matter may be submitted directly to the arbitration step of the Grievance Procedure with the added provision that the arbitrator shall be a physician licensed to practice medicine in the State of Michigan.

For payment to be made, the Detroit Fire Department must certify to the Finance Department that the disability was service connected and must provide a written statement setting forth the facts which led to the disability.

Employees receiving payments under this Duty Disability Benefit Plan will continue to earn sick leave and vacation benefits for as long as they receive such payments.

Employees eligible for the City's Income Protection Plan may elect to receive payments from this Duty Disability Benefit Plan or from the Income Protection Plan, but not from both plans simultaneously.

The City reserves the right to substitute for this Duty Disability Benefit Plan a formal insurance plan with a commercial insurance carrier with substantially the same features as this Plan. The Association shall be given an opportunity to examine the proposed plan at least two weeks prior to implementation. A claim by the Association that the plan with the commercial insurance carrier does not have substantially the same features shall be submitted directly to the arbitration step of the Grievance Procedure.

39. RETIREMENT PROVISIONS

A. Eligibility for Service Retirement Allowance - Any employee who is covered by the provisions of this Agreement and who is a member of the General Retirement System of the City of Detroit who on July 1, 1976 or later has thirty (30) or more years of credited service may retire upon his written application filed with the Board of Trustees setting forth

the date, which shall not be less than thirty (30) nor more than ninety (90) days, subsequent to the execution and filing of said written application, he desires to be retired. On the date so specified for his retirement he shall be retired notwithstanding that pending such period of notification he may have separated from City service. Upon his retirement he 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. 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.

40. PRIVATE CAR MILEAGE REIMBURSEMENT

A. Rates of Payment

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

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

B. Definition of Reimbursable Mileage

1. Trips from home to headquarters and back home shall not constitute reimbursable mileage.
2. Trips in either direction between home and any officially designated point (when there is no specific headquarters) shall not constitute reimbursable mileage.
3. Trips from headquarters (or from the designated starting point if he has no headquarters) to a job, from job to job, and if directed, back to headquarters or starting point, shall constitute reimbursable mileage.
4. 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 a point other than headquarters or starting point to home at the end of the work day shall constitute reimbursable mileage.

C. Accident Payments

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

D. In the event of an automobile breakdown during regular working hours, the time which an employee is allowed for servicing and repairing his automobile is to be left up to the department in which he works.

E. When an employee covered by this Agreement is regularly assigned to a job which requires the use of an automobile during his normal working hours, he shall be required to furnish an automobile. Other employees may be requested to use their cars when the job assignment requires the use of an automobile.

F. Employees receiving private car mileage may be required to transport other employees and equipment without additional compensation.

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

41. OUT-OF-CLASS

Employees are to be assigned job duties and responsibilities which are appropriate to their classification; however, because of the supervisory nature of the classifications represented by this bargaining unit, employees are expected to relieve, in higher positions, in the absence of other employees on casual days off, vacations and short-term illnesses. However, if an employee is assigned the duties and responsibilities regularly performed by an employee in a higher class for more than twenty-one (21) calendar days he/she shall be compensated in the appropriate class and at the appropriate rate thereafter.

In the event it is known that an employee in the higher class will be absent for a period in excess of twenty-one (21) calendar 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.

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

A. The City shall provide hospitalization and medical insurance based on 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.

Effective August 1, 1989, the monthly amounts for hospitalization coverage will be paid as follows:

For the period of August 1989 through July 1990, the City will increase its contribution for all general City component rates currently paid by the City by twenty percent (20%) over 1988-89 levels. Fifty percent (50%) of any component rate premium charges paid for by the City that exceed the above amounts will be paid by the employee, and fifty percent (50%) will be paid by the City.

For the period of coverage beginning as of August 1, 1990 and thereafter, the City will increase its contribution for all general City component rates currently paid by the City by eight percent (8%) over the prior year's levels. Fifty percent (50%) of any premium charges that exceed the above amounts will be paid by the employee, and the other fifty percent (50%) will be paid by the City.

The City agrees to waive the retroactive recovery of any premium sharing owed by employees for periods of time prior to July 1, 1990.

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 or programs shall be limited to the premium cost for the level of benefits provided in Paragraphs A and H as applicable. 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 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 benefits 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. Employees hired on or after the date this Agreement is signed shall not be eligible for these benefits until they shall have worked 1,092 straight time hours.

Other terms and conditions regarding these plans shall be in accordance with the standard Blue Cross/Blue Shield policies regarding administration of such programs.

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

E. 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.

F. Effective January 1, 1988, the City shall implement a Preferred Provider Prescription Drug Program in its traditional hospitalization plan.

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

H. 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

deductible Drug Rider as provided by City Council in the 1977-78 closing resolution. The City will pay this premium for regular retirees and their spouses for only as long as they receive a pension from the City.

For employees who retire on or after January 1, 1991, the City will pay up to the following monthly amounts for retiree hospitalization coverage:

For the period of coverage beginning as of August 1, 1990 and thereafter, the City will increase its contribution for all component rates currently paid by the City by eight percent (8%) over the prior year's levels. Fifty percent (50%) of any premium charges that exceed the above amounts will be paid by the retirees, and the other fifty percent (50%) will be paid by the City.

I. A canvas of EMS employees will be conducted at the signing of this Agreement. Employees electing to change from traditional coverage to a HMO will be permitted to do so.

43. DEATH BENEFITS AND LIFE INSURANCE

A. Death Benefits: Death benefits for all regular City employees are authorized by the City Charter, Title IX, Chapter VIII. The City Code, Chapter 13, Article 8, Section 13-8-2 currently provides a death benefit of \$5,500.00.

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

In the event the above contributions are not sufficient to adequately fund this benefit, the level of benefit shall be adjusted to reflect the deficiency.

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 shall within sixty (60) days of appointment file a written report regarding his medical findings which report shall include a recommendation as to whether or not the claimant is entitled to the benefits.

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

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

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

C. GROUP LIFE INSURANCE

A group life insurance program for the employee and his family is available for all members of the Employees Benefit Plan on an optional basis, under the provisions of the City Code, Chapter 13, Article 8.

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 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	\$3,570
\$5,000 to \$7,500	\$6,205
\$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
	OR
70¢ per week	\$5,000 each dependent

- b) For employees hired on or after December 21, 1973
 70¢ per week \$5,000 each dependent

D.

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

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

44. FUNERAL LEAVE

All employees covered by this Agreement shall be eligible for funeral leave without deduction of pay as follows:

A. If a death occurs among members of the employee's immediate family, such employee, provided he/she attends the funeral, will be granted six (6) work units of leave; provided, that such leave may be extended to ten (10) work units within the discretion of the department head based on individual circumstances.

B. If a death occurs among the relatives of the employee, provided he/she attends the funeral, such an eight (8) hour employee will be granted two (2) work units of leave and a twelve (12) hour employee will be granted three (3) work units of leave.

C. For the purposes of this section, immediate family is defined as a wife, husband, son, daughter, brother, sister, father, mother, step-father, step-mother, or other members of the employee's household.

D. For the purposes of this section, a relative is defined as a grandson, granddaughter, grandmother, grandfather, brother-in-law, sister-in-law, uncle, aunt, mother-in-law or father-in-law.

45. 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.

Section 1. Application for Supplemental Unemployment Benefits (S.U.B.).

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

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

- a) such layoff
 - 1) was from the bargaining unit;
 - 2) occurred in a reduction in force;
 - 3) was not for disciplinary reasons and was not a consequence of (i) any strike, slowdown, work stoppage, picketing (whether by his bargaining unit or any other), or concerted action, or any dispute of any kind involving City employees, or (ii) any fault attributable to the applicant, or (iii) any war or hostile act of a foreign power (but not government controls or regulation connected therewith), or (iv) sabotage or insurrection, or (v) any act of God; and,
 - 4) was not voluntary.
- b) with respect to such week, the applicant:
 - 1) had sufficient seniority to be eligible for one week's benefit;
 - 2) has registered at and has reported to an employment office of the Michigan Employment Security Commission as required by the MESC;

- 3) has received unemployment compensation from MESC not currently under protest;
 - 4) has not refused to accept work when recalled pursuant to the Collective Bargaining Agreement and has not refused an offer by the City of other available work which the applicant has no option to refuse under the Collective Bargaining Agreement;
 - 5) has not failed to report for interview within five (5) working days after notice of recall from the City;
 - 6) has not failed through any fault of his own to report for hire at the employing department within five (5) working days after certification;
 - 7) was not eligible for and was not claiming any accident or sickness or other disability benefit (other than a disability benefit which would be payable to the applicant whether he was working full time or not or a survivor's allowance under Worker's Compensation laws), whether publicly or privately financed, or a pension or retirement benefit financed in whole or in part by the City;
 - 8) was not in military service;
 - 9) did not receive any unemployment benefit from, or under any contract plan or arrangement of, any other employer, and he was not eligible for such a benefit from, or under any contract, plan or arrangement of, any employer with whom he has greater seniority than with the City;
 - 10) must have been on continuous layoff from the City for a period of 30 consecutive days;
 - 11) must not be on layoff from a classification designated as special service, limited term, part-time, provisional, contractual, limited status, or for which the duration of employment is listed as seasonal; and,
 - 12) must have at least eighteen (18) months total City seniority.
- c) an employee shall forfeit permanently all eligibility for S.U.B. if he shall misrepresent any material fact in connection with an application by him for any S.U.B. or other unemployment compensation. Furthermore, he shall be subject to disciplinary action upon his return to active status.

Section 3. Powers and Authority to the City

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

- a) to obtain from employees, persons filing applications for benefits, eligible persons and elsewhere such information as the City shall deem necessary in order to carry out its duties under this article;
- b) to investigate the correctness and validity of information furnished by any person who applies for a benefit;
- c) to make appropriate determinations pursuant to this article; and,

- d) to require an applicant to exhibit his MESC Unemployment Benefit check for the week with respect to which application for S.U.B. is made, or to submit evidence satisfactory to the City of receipt or entitlement to receive a MESC unemployment benefit.

Section 4. Amount of Weekly Supplement Benefit

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

Section 5. Duration of Supplement Benefit

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

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

46. TRAINING

Training approved by the State and mandated by City, State, or Federal law or required by the City as a condition of continued employment shall be provided by the City at no cost to the employee. Time spent on such training beyond the number of hours of the employee's regular work schedule shall be compensated with the equivalent amount of compensatory time.

Employees entitled to compensation and training cost reimbursement under this article will, within sixty (60) days after the completion of training, give written notification to the Superintendent of E.M.S. as to their claim.

47. TUITION REFUND

Bargaining unit members may participate in the City's Tuition Refund Program as administered by the Personnel Department. Employees requesting a tuition refund should submit their applications to the Emergency Medical Service Division Head.

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

48. MAINTENANCE OF CONDITIONS

A. Wages, hours, and conditions of employment legally and properly in effect at the execution of this Agreement shall, except as modified herein, be maintained during the term of this Agreement.

B. All wages, hours, and conditions of employment not specifically set forth in this Agreement but covered by the City Ordinances, Resolutions of the City Council, the Charter of the City of Detroit, and the rules and regulations of the Personnel and Fire Departments shall be maintained in accordance therewith.

49. TRANSFERS AND CONVERSION OF TIME

A. Employees Transferring To E.M.S. From Other City Departments or Divisions.

Whenever City employees transfer to the Emergency Medical Services Division of the Detroit Fire Department, their unliquidated accumulations of vacation, excused time, swing holidays, compensatory time shall be converted to the work unit measurement system and recorded in the accumulated time off bank; their unliquidated accumulations of current sick leave and reserve sick leave shall be converted to the work unit system and recorded in the current sick leave bank and reserve sick leave bank respectively.

Conversion of time balances to the work unit system shall be on the basis of one day equals two work units; one-half day equals one work unit; odd amounts of less than one-half day shall equal one work unit if the department or division from which the employee transfers certifies that, for good cause, the employee was unable to liquidate such time before transferring.

All accumulations of time off or sick leave must be certified by the department or division from which the employee transfers.

The limit on accumulated time off described in Article 12, Section K of this Agreement shall not apply until the July 1st date following the six-month anniversary of transfer of employees transferring to the Emergency Medical Service Division.

B. Employees Transferring From E.M.S. To Other City Departments or Divisions.

Whenever employees of the Emergency Medical Services Division transfer to other divisions or City departments their accumulated time off banks shall first be liquidated unless, in the judgment of the department heads involved, to do so would constitute an undue hardship.

Any unliquidated time off and any unliquidated sick leave shall be converted from the work unit system on the basis of one work unit equals one-half day. Such time so transferred shall be certified by the Emergency Medical Services Division.

C. Conversion Of Time For Qualification For Benefits

For purposes of qualifying for benefits provided by Ordinance or other City Council resolutions which require a set number of days worked, such qualifying requirement shall be converted to hours and the employees covered by this Agreement shall be required to work an equivalent number of hours to qualify for the benefits.

D. If the Federal Fair Labor Standards Act is amended to include the employees covered by this Agreement or if other State or Federal legislation is passed which would define any portion of the normal work schedule described in this Agreement as overtime, all of the foregoing terms of this Agreement shall be null and void and the terms of Chapter 13 Sections 2 and 5 of the Municipal Code of the City of Detroit shall apply to the employees covered by this Agreement and their time off and sick leave accumulations shall be converted from the work unit system on the basis of one work unit equals one-half day.

50. RAINCOATS AND UNIFORM ALLOWANCE

A. A raincoat shall be issued to each employee, and each employee shall be responsible for such raincoat and shall return such raincoat upon termination of employment.

B. The City shall provide all members of the bargaining unit an initial issue of a new uniform which shall consist of:

- 1 Spring-Fall Jacket
- 2 Dress Coats
- 2 Pairs Summer Pants
- 2 Pairs Winter Pants
- 10 Dress White Shirts (5 short, 5 long)
- 1 All Weather Jacket
- 1 Cap

Employees are responsible for lost or stolen items.

C. Employees shall participate in the Department uniform exchange program.

51. LONGEVITY PAY

- A. Employees shall qualify for longevity pay as follows:
1. Employees may qualify for the first step of longevity pay, provided they have served as City employees for an accumulated period of five (5) years.
 2. Employees may qualify for the second step of longevity pay, inclusive of the first step provided they have served as City employees for an accumulated period of eleven (11) years.
 3. Employees may qualify for the third step of longevity pay, inclusive of the first and second steps, provided they have served as City employees for an accumulated period of sixteen (16) years.
 4. Employees may qualify for the fourth step of longevity pay, inclusive of the first, second and third steps, provided they have served as City employees for an accumulated period of twenty-one (21) years.
 5. Employees may qualify for the fifth step of longevity pay, inclusive of the first, second, third and fourth steps, provided they have served as City employees for an accumulated period of twenty-six (26) years.
 6. The first step of longevity increment shall be one hundred fifty dollars (\$150). The second step of longevity increment inclusive of the first step, shall be three hundred dollars (\$300). The third step of longevity increment, inclusive of the first and second steps, shall be four hundred and fifty dollars (\$450). The fourth step of longevity increment, inclusive of the first, second and third steps, shall be six hundred dollars (\$600). The fifth step of longevity increment, inclusive of the first, second and third and fourth steps, shall be seven hundred and fifty dollars (\$750).

B. Employees who have qualified for longevity pay and have accumulated at least 2,075 hours of straight time regular payroll hours of paid time during the year immediately preceding any December 1 date or other date of payment will qualify for a full longevity payment provided they are on the payroll on the December 1 date or any other date of qualification. Except for employees first qualifying for increments, the payment will be made in a lump sum annually on the first pay date after December 1st.

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

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

D. Prorated longevity payments may be made between December 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.

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

52. COPIES OF CONTRACT

Thirty (30) work days after approval of this Agreement by the City Council, the City shall provide twenty-five (25) copies of this Agreement to the Association.

53. 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.

54. DURATION, MODIFICATION AND TERMINATION

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

If either party desires to modify this Agreement, it may give notice to the other party as early as April 30, 1992.

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

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

EMERGENCY MEDICAL
SERVICE OFFICERS ASSOCIATION

CITY OF DETROIT

William E. Brem
William E. Brem, President

Coleman A. Young
Coleman A. Young, Mayor

Bruce Jones
Bruce Jones, Vice President

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

Cheryl A. Campbell
Cheryl Campbell, Secretary

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

William L. Green
William Green, Treasurer

Donald Patten
Donald Patten
Corporation Counsel
Law Department

Bella Marshall
Bella Marshall, Director
Finance Department

Melvin D. Jefferson
Melvin D. Jefferson
Commissioner
Detroit Fire Department

APPROVED AND CONTINUED BY
THE CITY CLERK JAN 08 1992

Jeff Blaine
Jeff Blaine
CITY CLERK

EXHIBIT I

SCHEDULE OF RATES


<u>Class Code</u>	<u>Classification</u>	<u>July 1, 1989</u>	<u>July 1, 1990</u>	<u>July 1, 1991</u>
22-40-35	Assistant EMS Supervisor - Grade I	\$28,000 - \$28,800	\$32,300 - \$33,200	\$33,800 - \$34,700
22-40-41	EMS Supervisor - Grade I	\$30,500 - \$32,100	\$35,300 - \$36,900	\$36,900 - \$38,600

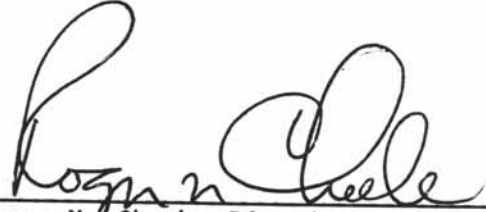
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT AND THE
EMERGENCY MEDICAL SERVICE
OFFICERS ASSOCIATION

RE: Training Personnel

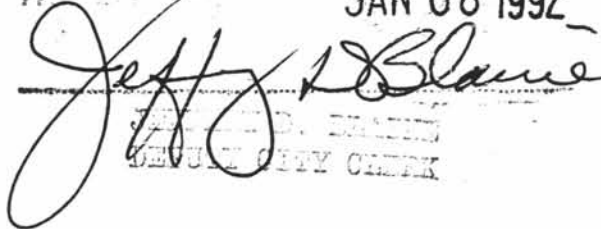
This will confirm an understanding regarding employees assigned to training within the EMS Division. Effective January 1, 1991, employees assigned to formal training duties who possess teaching certificate required by the State shall be paid 65¢ an hour premium for time spent assigned to those duties.

Dated this 22ND Day of November 1991.


William Brem, President
Emergency Medical Service
Officers Association


Roger N. Cheek, Director
Labor Relations Division

APPROVED AND FORWARDED BY
THE BOARD OF
JAN 08 1992


JEFF BLAINE
DEPUTY CITY CLERK

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT AND THE
EMERGENCY MEDICAL SERVICE
OFFICERS ASSOCIATION

RE: Article 11, Holidays, Swing Holidays, Excused Time


This Memorandum is intended to clarify the matter regarding pay for work on a holiday as set forth in Article 11, Section A.7.


The language as written in this section of the contractual agreement is not intended to increase or reduce compensation for holiday work. Its intent is to reflect actual pay practices. Gross pay for holiday work is a result of two factors. First, there is straight time pay for all hours worked; and, second, premium pay at the rate of two hundred percent for all hours worked. Thus the sum total compensation for work on a holiday is at the rate of what is commonly called "triple time" or three hundred percent of the straight time rate. The language from the 1980-83 agreement could have been misconstrued to mean employees would receive 44 or 48 hours of pay for holiday work instead of the 36 hours to which they are entitled.

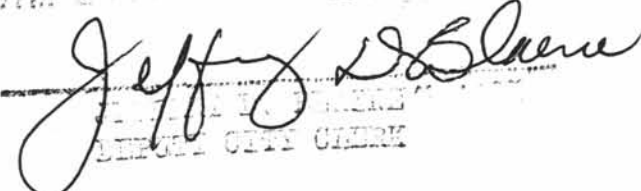
Again, to reiterate its position, the City has no intent to change the level of compensation and shall continue to abide by current payroll practices.

The Association concurs with this action as it is assured that there is no reduction of pay or benefits.

Dated this 22ND Day of November 1991.


William Brem, President
Emergency Medical Service
Officers Association


Roger N. Cheek, Director
Labor Relations Division

APPROVED
THE CITY OF DETROIT
JAN 08 1992

DIRECTOR CITY CLERK

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