

6/30/92

MASTER AGREEMENT

BETWEEN THE
CITY OF DETROIT

AND

DETROIT BUILDING AND CONSTRUCTION TRADES COUNCIL

1989-92

Detroit, City of

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

MASTER AGREEMENT BETWEEN THE CITY OF DETROIT AND THE DETROIT BUILDING AND
CONSTRUCTION TRADES COUNCIL

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A G R E E M E N T

This Agreement is entered into by and between the City of Detroit, a Michigan Municipal Corporation (hereinafter called the "City") and the Detroit Building and Construction Trades Council, a non-incorporated association, on behalf of its affiliated Local Unions, (hereinafter called the "Council" or "Union").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment 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 Union, 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 City's success in establishing uninterrupted service to the community.

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

1. RECOGNITION OF UNION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the City does hereby recognize the Council as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement, of all employees of the City included in the bargaining unit described in Exhibits 1-A and 1-B attached.

2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

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

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

D. The City reserves the right to discipline and discharge for just cause. The City reserves the right to lay-off for lack of work or funds, or the occurrence of conditions beyond the control of the City, or where such continuation of work would be wasteful and unproductive. The City shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed.

E. Equal Treatment: It is agreed by the City and the Union that the City is legally and morally obligated to provide equality of opportunity, consideration and treatment of all employees of the City and to establish policies and regulations that will insure such equality of opportunity, consideration, and treatment of all persons employed by the City in all phases of the employment process. To this end, basic rights and equities of employees are established through the City Charter, Executive Orders of the Mayor, Ordinances and Resolutions of the City Council and rules of the Personnel Department.

F. It is further intended that this Agreement and its supplements shall be an implementation of the Charter and Ordinance authority of the Mayor, Charter and Ordinance authority of the City Council, Charter and Ordinance authority of department heads, the rules and regulations promulgated by the Personnel Department and the laws of the State of Michigan specifically including the provisions of Public Act 336 of 1947, as amended.

3. UNION SECURITY

A. Employees are free to join or not to join the Union. Employees who are members of the recognized bargaining unit but who are not members of the Union may join the Union by initiating their Union 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 Union, all Union 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 Union 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 Union.

C. Any person employed with the City and covered by this Agreement, who is not a member of the Union 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/she first becomes a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Union a service fee as a contribution toward the administration of this Agreement, in an amount determined by the Union in accordance with applicable law. Employees who fail to comply with this requirement shall be discharged within thirty (30) calendar days after receipt of written notice by the Department from the Union unless otherwise notified by the Union in writing within said thirty (30) calendar days and provided that the Union shall release the Department from fulfilling the obligation to discharge if during such 30-day period the employee pays the membership dues or service fee retroactive to the due date and confirms his/her intention to pay the required membership dues or service fee in accordance with this Agreement.

D. The City agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Union, all Union 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 Union 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 Union.

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

F. The Union 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 Union, the City and its officers and employees shall be released from all liability to the employee-assignors, and to the Union under such assignments. (Chapter 13, Article 4, Section 4 of the Municipal Code of the City of Detroit.)

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

H. The Union 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.

4. STEWARDS

There shall be a Steward selected by each Craft Union:

1. The Stewards shall represent the Union regarding the provisions of this Agreement.
2. The Stewards, during their working hours, without loss of time or pay, shall investigate and present grievances to the Employer, after arrangements have been made with their supervisors. This privilege shall not be abused.
3. The Steward shall act as safety representative for employees of his/her craft.

4. Any new employee shall be referred to the Steward before starting to work to be added to the Steward Report. Before any employee is to be laid off, suspended or discharged, the Steward shall be notified one (1) working day prior to such layoff or discharge.
5. The Union will provide the City with a current list of Stewards and their jurisdiction.

5. WORK WEEK, WORK DAY, SHIFT PREMIUM

A. STANDARD SERVICE WEEK:

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

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

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

B. SERVICE DAY AND WORK DAY:

1. The regular full working day shall consist of eight (8) hours. It shall begin at 12:01 a.m., and extend to 12:00 p.m.

2. Two coffee breaks of fifteen (15) minutes per shift shall be permitted according to Local Supplemental Agreements.

3. When an employee is called to work, he/she shall be guaranteed no less than four (4) hours of pay for "show up" time at the appropriate rate.

C. AFTERNOON AND NIGHT SHIFTS:

1. Employees who work regularly scheduled afternoon and night shifts shall receive, in addition to their regular pay, a premium of forty five cents (45¢) per hour for the afternoon shift and a premium of fifty cents (50¢) per hour for the night shift according to Chapter 13, Article 2, Section 13 of the Municipal Code of the City of Detroit.

2. Shift Premium Times:

The afternoon shift shall be any full time shift starting between the hours of 11:00 A.M. and 6:59 P.M., inclusive.

The night shift shall be any full time shift starting between the hours of 7:00 P.M. and 3:59 A.M. inclusive, in accordance with Chapter 13, Article 2, Section 13 of the Municipal Code of the City of Detroit.

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

6. WORK WEEK ASSIGNMENTS

The regular work week for most employees is five (5) consecutive days, Monday through Friday. However, where departmental operations require six (6) and seven (7) day scheduling, the department head shall have the right to schedule accordingly.

The City agrees not to change an employee's shift or work week, on a temporary basis, solely for the purpose of avoiding the payment of overtime. This shall not apply to regular seasonal changes.

However, when operating conditions or changes therein necessitate the adoption of new work week schedules or changes in the present work week schedules, the affected department will discuss the matter with the Union prior to implementation of the changes. Should a dispute remain, after such discussion, which involves an alleged violation of this Agreement, the Union may submit a written grievance directly to the fourth (4th) step of the Grievance Procedure.

7. OVERTIME

A. Time and one-half [one-hundred and fifty percent (150%) of basic or hourly rate] will be paid to hourly-rated employees as follows:

1. All hours worked over eight (8) in one service day except if such time is worked on a seventh day or a holiday.

2. All hours worked over forty (40) in one service week except if such time is worked on a seventh day or a holiday. Overtime hours worked (not to be credited at premium time) in excess of four (4) hours and not exceeding sixteen (16) hours in one service week may be substituted in lieu of an equal amount of an employee's regularly assigned forty (40) hours.

3. All hours worked on regularly assigned non-overtime shifts starting within eight (8) hours of the quitting time of any employee's previous regularly assigned non-overtime shift except for those hours worked on a seventh day or holiday.

B. Double time [two-hundred percent (200%) ~~of~~ ^{ok} of the basic hourly rate] will be paid to hourly-rated employees for work on the seventh day of the work week schedules as defined by Chapter 13, Article 2, Section 12 of the Municipal Code of the City of Detroit.

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

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

8. SPECIAL CONFERENCES

A. Formal inquiries from the Union or requests for special meetings will be directed to the Department concerned.

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

C. Conferences shall be held between the hours of 9:00 a.m. and 3:00 p.m. The members of the Union shall not lose time nor pay for time spent in such Special Conferences.

D. On certain matters that concern employees of more than one department conferences will be arranged through the City's Labor Relations Division.

E. Within ten (10) calendar days of the date of the Special Conference, the Employer will submit to the Union a written position statement on the matters taken up in Special Conference.

9. GRIEVANCE PROCEDURE

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

Should differences arise between the City and the Union during the term of this Agreement as to the interpretation and application of the provisions of this Agreement, an earnest effort shall be made to resolve such differences promptly and the following procedure shall be adhered to:

STEP 1:

An employee who believes that any provision of this Agreement has not been properly applied or interpreted, may discuss his/her complaint with his/her supervisor, with or without his/her steward. All parties shall discuss the complaint in a friendly and business-like manner and will make every effort to reach a satisfactory settlement at this point. The employee shall have the right to discuss the complaint with his/her steward before any discussion with the supervisor. The supervisor shall make arrangements for the employee to be off the job to discuss the complaint with the steward.

In cases where the steward is involved, the steward shall be allowed time off the job without loss of time or pay to investigate and process grievances that may arise under this Agreement. This provision shall not be abused. An aggrieved employee desiring the services of the steward shall request permission from his/her supervisor, and permission shall be granted.

STEP 2:

If the matter is not satisfactorily settled orally, a grievance may be submitted in written form by the steward to the Division Head. The written grievance shall set forth the nature of the grievance and disposition requested, the date of the matter complained of, identify the employee or employees involved by name and signature so far as diligent effort will allow, and the provisions of this Agreement that the Union claims the City has violated. The Division Head's written answer shall be presented to the steward within five (5) working days after receipt of the written grievance.

STEP 3:

A. If the Division Head's answer is not acceptable to the Union, the Steward will refer the grievance to the Local Business Representative who may submit an appeal on an agenda listing the grievance(s) to be discussed with the Department Head or his/her designated representative.

B. Within five (5) working days of the receipt of the appeal the Department Head or his/her designated representative will make arrangements for a meeting with the Local Business Representative and Steward involved and one other City representative. The Department Head may also invite a member of the Personnel Department to attend this meeting.

C. The Department Head or his/her designated representative will answer the grievance in writing to the Local Business Representative within five (5) working days from the date of the meeting at which the grievances were discussed.

STEP 4:

A. In the event the dispute is not settled by the Department Head, it may be referred to the Labor Relations Division, within five (5) working days of receipt of the Department Head's written answer, for review.

B. The Appeal and Review hearing shall consist of two (2) representatives of the Union and two (2) representatives of the City.

C. These hearings will be arranged according to need and any union representative who is employed by the City shall be allowed time off the job without loss of time or pay to attend hearings at Step 4.

The City shall submit a written answer to the Building Trades Council within ten (10) working days of the Appeal and Review hearing on the grievance.

D. If the grievance is not settled at Step 4 it may be referred to Arbitration (Step 5) within ten (10) working days from the date of receipt of the City's answer at Step 4. All grievances not referred to Step 5, arbitration, within the prescribed time limits shall be considered settled based on the City's last answer.

STEP 5:

Arbitration

Any unresolved grievances which relate to the interpretation, application or enforcement of any specific article or section of this Agreement, or any written supplementary agreements or letters and memorandums of understanding appended to this Agreement, and which have been fully processed through the last step of the Appeal and Review Board of the grievance procedure, may be submitted to arbitration in strict accordance with the following:

A. Arbitration shall be invoked by written notice to the other party of intent to arbitrate. If the parties are unable to agree upon an adhoc arbitrator within seven (7) 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 to mutually agree upon an Arbitrator from the list.

B. The Arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of this agreement and he/she shall be without power and authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement.
2. Concerning grievances appealed pursuant to provisions of the City Charter or to the Mayor pursuant to applicable State Law.
3. Granting any wage increases or decreases.
4. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.
5. Relative to position classification, whether permanent or temporary, which is in the jurisdiction of the Personnel Department.
6. Concerning matters of residency which shall be determined in accordance with procedures established by the Civil Service Commission.

C. No settlement at any stage of the grievance procedure, except an arbitration decision, shall be a precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceeding.

D. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment or unemployment compensation subsequent to removal from the City payroll.

E. The decision of the arbitrator in a case shall not require retroactive wage adjustment in another case except by express agreement of the parties.

F. There shall be no appeal from the arbitrator's decision if made in accordance with his/her jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the City, on the employee or employees, and on the Union.

G. In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

H. The expense of the arbitrator shall be shared equally by the parties. The aggrieved and his/her local representative shall not lose pay for time off the job while attending the arbitration proceedings. Arbitration wherever possible, shall be conducted on the location where the grievance originated.

I. 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 any supplemental agreements which are or may become part of this Agreement and which are not excluded from arbitration.

J. In case of dispute as to whether a pre October 11, 1947 employee is excluded from the provisions of Article 3, and the matter is subsequently referred to the arbitration step of the grievance procedure, the arbitrator, upon a finding that the employee is included, shall refer the matter back to the City for collection of all amounts due, and the employee shall not be suspended, discharged or dismissed until the arbitration award has been rendered and the parties have had a reasonable time [not to exceed sixty (60) working days] to comply therewith.

10. STIPULATIONS TO THE GRIEVANCE PROCEDURE

A. All grievance settlements shall be in accordance with the terms and spirit of this Agreement.

B. Any grievance under this Agreement which is not filed in writing within ten (10) working days after the grievance arises shall not be considered a grievance.

C. "Working Days" as used in the grievance procedure, shall include Monday through Friday and exclude Saturdays, Sundays, and holidays.

D. The Union may withdraw a grievance without prejudice at any step of the grievance procedure.

E. Any grievance not appealed in writing from a decision at Step 2 to Step 3 within five (5) working days or from a decision at Step 3 to Step 4 within five (5) working days shall be considered settled on the basis of the City's last answer to the grievance.

F. The time elements in the first four (4) steps of the grievance procedure may be shortened or extended or steps may be eliminated by mutual agreement.

11. USE OF PAST RECORD

In imposing any discipline on a current charge, the department will not take into account any infractions which occurred more than eighteen (18) months previously.

12. UNION RESPONSIBILITIES

A. The Union agrees that it will take all reasonable steps to cause the employees covered by this agreement, individually and collectively, to perform all duties, rendering loyal and efficient service to the very best of their abilities.

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

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

D. Any employee who participates in any of the above activities shall not be paid for such time and the Union agrees not to process any grievances regarding such matters.

13. SENIORITY

A. SENIORITY is hereby defined as the length of continuous service after initial date of legal certification to a position, the duration of which is ninety (90) calendar days or more, or is seasonal or after date of induction into the classified service as provided by law. Employees who are certified on or after July 1, 1978 and are not appointed within thirty (30) days of such certification shall have their appointment date 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 the layoff and reemployment of employees. This definition of seniority shall not be deemed as restricting or limiting the establishment of other definitions of seniority for administrative purposes and personnel processes other than layoffs and re-employment as provided for in Supplemental Agreements.

No seniority employee shall suffer a reduced work week to enable the City to continue the employment of a non-seniority employee.

B. The City will furnish to the union 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 will be organized in a format mutually agreeable to the Union and the City.

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

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

D. Suspension of Seniority Credit: An employee shall not continue to accumulate seniority credit for the following reasons:

1. Leaves of absence exceeding one (1) year.
2. Layoffs exceeding three (3) years.
3. Other absences from active service specified in Personnel Department Rules.

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.

Unabling emergency shall mean any physical or mental incapacity or other extenuating circumstances which prevented the employee from notifying the employer of his/her inability to report to work. Terminations under this provision shall be treated in the same manner as resignations.

14. PROBATION PERIODS

A. Probation periods are recognized as "working test" periods used to supplement other evaluations to determine whether the employee fully meets the qualifications of the class. Probation periods are required in all cases of initially certified new hires, employees transferred or promoted, employees recertified to a new title, reinstated employees and other cases as provided in Personnel Department Rules.

B. The length of the probation period for all employees hired, promoted, transferred or placed into all skilled classifications shall be six (6) months. For helper positions, the probation period shall be three (3) months.

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

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

E. When an employee satisfactorily completes the probationary period he/she shall be entered on the seniority list for the classification in which he/she is employed.

15. SENIORITY OF UNION REPRESENTATIVES

Notwithstanding their position on the seniority list, all Union representatives who are involved in the grievance procedure shall in the event of a layoff or demotion be continued in the following order as long as there is:

1. Work in their classification in their department
2. Work in any lower class in their series in their department
3. Work in a classification in their jurisdiction which they formerly held in their department
4. Work in a lesser class in their jurisdiction in their department in which they can do the job, and
5. If laid off, shall be recalled whenever there is work in any such class in the department from which they are laid off.

The provisions of this article shall apply to the full-time representatives and stewards of record, and shall apply only so long as they hold their respective offices.

Should a Union representative or steward lose his/her office, he/she 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. Upon written notice from the Union to the Certification Division of the Personnel Department that such loss of office has occurred, the City shall have up to thirty (30) days to investigate and make any required displacements.

16. DEATH BENEFITS AND LIFE INSURANCE

A. DEATH BENEFITS

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

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

If during the term of this agreement, the Employee Benefit Board recommends a change in the above amount, the parties will negotiate regarding such recommendation.

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

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

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

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

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

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

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

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

C. GROUP LIFE INSURANCE

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

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

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

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

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

5. BENEFITS - DEPENDENTS:

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

D.

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

<u>Yearly Pay</u>	<u>Amount of Insurance Option 1</u>	<u>Amount of Insurance Option 2</u>
\$12,500 to \$15,000	\$15,000	\$30,000
\$15,000 to \$17,500	\$17,500	\$35,000
\$17,500 to \$20,000	\$20,000	\$40,000
\$20,000 to \$22,500	\$22,500	\$45,000
\$22,500 to \$25,000	\$25,000	\$50,000
\$25,000 to \$27,500	\$27,500	\$55,000
\$27,500 to \$30,000	\$30,000	\$60,000
\$30,000 to \$32,500	\$32,500	\$65,000
\$32,500 and above	\$35,000	\$70,000
And so forth in \$2,500 Increments	And so forth in \$2,500 Increments	And so forth in \$5,000 Increments

2. Subject to the agreement of and conditions determined by the current life insurance carrier, retirees shall have the option of converting all or part of their group life insurance to a life insurance policy at their own expense. Also, subject to the above conditions, employees who resign may continue their current coverage at their own expense. For retirees who elect to retain this coverage, the City shall deduct the premiums from their retirement checks on a monthly basis.

17. LONGEVITY PAY

- A. Employees shall qualify for longevity pay as follows:
 1. Employees may qualify for the first step of longevity pay, provided they have served as City employees for an accumulated period of five (5) years.
 2. Employees may qualify for the second step of longevity pay, inclusive of the first step provided they have served as City employees for an accumulated period of eleven (11) years.

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

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

No employee will be denied a full longevity payment on December 1st because of a temporary unpaid absence of twenty (20) continuous days or less extending through the December 1st date in question.

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

D. Prorated longevity payments may be made between December 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.

18. HOSPITALIZATION, MEDICAL, DENTAL AND OPTICAL CARE INSURANCE

A. The City shall provide hospitalization and medical insurance based on the Blue Cross/Blue Shield ward service under the Michigan Variable Fee coverage (MVF-2) and the Prescription Drug Group Benefit Certificate with two dollar (\$2.00) co-pay (Certificate #87), known as the two-dollar (\$2.00), deductible Drug Rider for employees and their legal dependents, duty disability retirees and their legal dependents, duty death beneficiaries and their legal dependents, as provided by Chapter 13, Article 11 of the Municipal Code of the City of Detroit.

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

Single person	\$100.06
Two person	238.29
Family	253.54

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

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

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

For persons who retire on or after July 1, 1986 the City will pay up to the following amounts per month for hospitalization and medical insurance:

Single person	\$100.06
Two person	238.29

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

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

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

Single Person
Two Persons
Family

G. The City shall provide for all active employees and their dependents a Dental Plan which shall be equivalent to the Blue Cross/Blue Shield program which provides Class I benefit on a 25% co-pay basis and Class II and III benefits on a 50% co-pay basis. Classes I, II, and III benefits shall not exceed \$1,000 per person per year. In addition, Orthodontic coverage shall be on a 50% co-pay basis with a \$1,000 life time maximum. Other terms and conditions regarding these plans shall be in accordance with the standard Blue Cross/Blue Shield policies regarding administration of such programs.

The City will contribute an equal amount per employee to a dental capitation plan made available to its employees.

Newly hired employees shall not be eligible for these benefits until they shall have worked 1,040 straight time hours.

H. The City will provide Optical Care Insurance through the Employee Benefit Board, such benefit will include case hardened lenses. Provided that the City's cost for eye care insurance will not be

increased, the City agrees to institute an eye care enrollment between competing carriers by August 1, 1990. Employees will make a carrier selection during the enrollment period which will be effective for the following two years.

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

J. No insurance carrier shall be allowed to underwrite City Health Care Benefits unless it offers coordination of benefits.

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

19. SICK LEAVE

A. All employees who shall have completed three (3) months of continuous service shall be granted one (1) day of sick leave for every service month in which they have worked 80% of their scheduled hours, not to exceed twelve (12) sick leave days in any one fiscal year. Sick leave earned after July 1, 1971 may accumulate without limitation.

The service month shall be defined in Exhibit IV. All employees must be on the payroll for the entire month to be credited with sick leave.

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

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

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

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

Sick Leave Days Used
In Previous Fiscal Year

Bonus Vacation Days
To Be Credited on July 1st

0 to 2	5
3	4-1/2
4	4
5	3-1/2
6	3
7	2-1/2
8	2
9	1-1/2
10	1
11	1/2
12 or more	0

This section shall otherwise be in accordance with Chapter 13-5-1 of the Municipal Code.

F. Employees will have access to Departmental Leave Days in accordance with the Municipal Code and the Manual of Standard Personnel Practices. Permission will not be unreasonably withheld.

G. The above shall be in accordance with Chapter 13, Article 5, Section 2 of the Municipal Code of the City of Detroit except as modified by this article.

20. FUNERAL LEAVE

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

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

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

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

E. If the Local Union President is not available to attend the funeral of the City employee who is a member of his/her local, a representative of the local, with proper notification to the department head, shall be allowed one (1) funeral day, not to be charged to sick leave, to attend the funeral.

21. RETIREMENT

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

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

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

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

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

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

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

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

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

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

22. RESIDENCY

All members of the bargaining unit shall be residents of the City of Detroit except as provided by action of the Civil Service Commission in accordance with the authority provided by Ordinance. Employees working and residing in areas which are approved by the Civil Service Commission shall be construed as residents in the event of a reduction in force.

23. PRIVATE CAR MILEAGE REIMBURSEMENT

1. Rates of Payment

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

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

2. Definition of Reimbursable Mileage

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

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

- A. For employees reporting for work at North Service Center - \$5.00 per day travel allowance.
- B. For employees reporting for work at Southwest Station - \$3.00 per day travel allowance.

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

4. Accident Payments

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

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

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

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

24. HOLIDAYS AND EXCUSED TIME OFF

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

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

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

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

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

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

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

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

G. Employees shall be granted four (4) hours of "Excused Time" on Good Friday or the last four (4) hours on the last scheduled paid day prior to Good Friday, and eight (8) hours of "Excused Time" on the last scheduled paid day before Christmas Day and before New Year's Day and for Veteran's Day, and the day after Thanksgiving, and Election Day as designated by the City Council, or an additional Swing Holiday in the event there is no designated Election Day, provided they are on the payroll through the excused time day in question. Employees required to work any portion of the "Excused Time" on these days will receive either equal time off for hours worked or additional pay at straight time for such hours at the option of the Department Head. No holiday premium will be paid for work on these days. When an employee is absent without good cause for the non-excused portion of the day, he/she shall forfeit this excused time for the day.

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

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

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

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

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

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

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

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

The City shall notify the Union by November 1st of each year of whether it intends to implement a holiday shutdown. The City agrees to allow those employees who would have to be off without pay during the 1991-92 Christmas - New Year's shutdown, the option to use vacation time, if any, which has been earned but not yet credited for Monday, December 23, 1991. In the event an employee separates from the City service before the advance vacation time would normally be credited, the City shall deduct the advanced time from his/her final prorated vacation payment or any other payment made to an employee upon separation from City service.

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

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

25. UNUSED SICK LEAVE ON RETIREMENT

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

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

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

26. VACATIONS

A. ELIGIBILITY:

Employees inducted during the course of the fiscal year shall not be eligible for vacation leave without deduction of pay until they shall have earned at least one-thousand hours of paid time, exclusive of overtime or premium time, and until they have attained status as City employees for at least six (6) months. When employees qualify, as above stated, they shall be entitled to five (5) days of vacation leave. Once employees have earned at least eighteen hundred (1800) hours of paid time, exclusive of overtime, and have attained status as employees for at least twelve (12) months, they are entitled to five (5) additional vacation days. In order that an employee's time may be computed on a fiscal year basis, on the July 1 following his first year anniversary date of employment the employee will be entitled to a prorated vacation leave, computed by multiplying the number of months remaining from the anniversary date, to the end of the fiscal year by 8.3 per cent of ten (10) days and rounding the product to the nearest whole number. Thereafter, his vacation shall be computed on a fiscal year basis.

B. The vacation schedule shall be as follows:

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

C. VACATION PERIOD:

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

2. When an official holiday occurs during a scheduled vacation, the employee shall be entitled to an additional vacation day.

3. If an employee becomes ill while on his vacation, or prior to, his vacation shall be re-scheduled after proof of such illness.

Employees who are on extended sick leave of one (1) month or more on any July 1st date, shall, upon prior written application to the department head and the Finance Director be entitled to a lump sum payment in lieu of time off for all vacation leave earned during the preceding fiscal year.

D. VACATION PRORATION:

Employees who fail to accumulate the required eighteen hundred (1800) straight time Regular Payroll hours, those who die and those who are separated from the service, either temporarily or permanently, so that it is apparent at the time of separation that they will not accumulate eighteen hundred (1800) hours of straight time pay, shall be entitled to vacation leave before such separation computed as follows: 8.3 per cent of the vacation credit of the previous July 1 multiplied by the number of calendar months in which employees have been paid for not less than one hundred and sixty (160) straight time Regular Payroll hours, and rounded to the nearest whole number. After eighteen hundred (1800) straight time hours are worked in a fiscal year, employees will be entitled to one-hundred per cent (100%) of their next July 1 vacation. In the special situation employees who have attained status for at least twelve (12) months but have not yet been placed on a fiscal year basis, and who are separated from the service, shall be entitled to prorated vacation leave, computed by multiplying the number of months worked from the one year anniversary date to the date of separation by 8.3 per cent of ten (10) days and rounding the product to the nearest whole day. Current rules governing vacation shall otherwise continue to apply. This paragraph does not apply to part-time, seasonal or temporary employees.

E. CREDITING VACATION:

Eighty percent (80%) of anticipated annual vacation leave (rounded down to the nearest 1/2 day) will be posted to an employee's bank after he/she has accumulated 1,600 straight time hours in a fiscal year. The remainder of his/her time will be credited after he/she has worked eighteen hundred (1800) straight time hours. In the event an employee has been credited with more time than he/she has earned, on the succeeding July 1st, or date of separation, whichever comes first, the employee will have any vacation time credited but not earned charged first against his/her existing vacation bank, then to his/her swing holiday bank, or failing sufficient time in those two banks, he/she will be docked for the time.

F. VACATION PRORATION - LAYOFFS:

An employee who is laid off for an extended period of time beyond thirty (30) calendar days, will receive a lump sum bonus payment in lieu of any unused vacation credit including that accrued in the current fiscal year on a pro-rata basis according to Section 26-D.

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

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

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

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

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

27. JURY DUTY

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

B. Jury duty shall be considered as time worked.

28. UNEMPLOYMENT COMPENSATION - SUPPLEMENTAL UNEMPLOYMENT BENEFITS

A. Unemployment Compensation

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

B. Supplemental Unemployment Plan

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

Section 1. Application for Supplemental Unemployment Benefits.

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

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

- a) such layoff
 - 1) was from the Bargaining Unit;
 - 2) occurred in a reduction in force;
 - 3) was not for disciplinary reasons and was not a consequence of (i) any strike, slowdown, work stoppage, picketing (whether by his/her bargaining unit or any other), or concerted action, or any dispute of any kind involving City employees, or (ii) any fault attributable to the applicant, or (iii) any war or hostile act of a foreign power (but not government controls or regulation connected therewith), or (iv) sabotage or insurrection, or (v) any act of God and
 - 4) was not self elected.

- b) with respect to such week, the applicant:
 - 1) had sufficient seniority to be eligible for one week's benefit;
 - 2) has registered at and has reported to an employment office of the Michigan Employment Security Commission as required by the MESC;
 - 3) has received unemployment compensation from MESC not currently under protest;
 - 4) has not refused to accept work when recalled pursuant to the Collective Bargaining Agreement and has not refused an offer by the City of other available work which the applicant has no option to refuse under the Collective Bargaining Agreement;
 - 5) has not failed to report for interview within five (5) working days after notice of recall from the City;
 - 6) has not failed through any fault of his/her own to report for hire at the employing department within five (5) working days after certification;

- 7) was not eligible for and was not claiming any accident or sickness or other disability benefit (other than a disability benefit which would be payable to the applicant whether he/she was working full time or not or a survivor's allowance under Worker's Compensation laws), whether publicly or privately financed, or a pension or retirement benefit financed in whole or in part by the City;
 - 8) was not in military service;
 - 9) did not receive any unemployment benefit from, or under any contract, plan or arrangement of, any other employer, and he/she was not eligible for such a benefit from, or under any contract, plan or arrangement of, any employer with whom he/she has greater seniority than with the City;
 - 10) must have been on continuous layoff from the City for 30 consecutive calendar days; whereupon he/she will be eligible retroactively for benefits commencing after the second week of lay-off.
 - 11) must not be on layoff from a classification designated as special service, limited term, part-time, provisional, contractual, limited status, or for which the duration of employment is listed as seasonal;
 - 12) must have at least eighteen (18) months total City seniority;
- c) an employee shall forfeit permanently all eligibility for S.U.B. if he/she shall misrepresent any material fact in connection with an application by him/her for any S.U.B. or other unemployment compensation. Furthermore, he/she shall be subject to disciplinary action upon his/her return to active status.

Section 3. Powers and Authority to the City

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

- a) to obtain from employees, persons filing applications for benefits, eligible persons and elsewhere such information as the City shall deem necessary in order to carry out its duties under this article;
- b) to investigate the correctness and validity of information furnished by any person who applies for a benefit;
- c) to make appropriate determinations pursuant to this article;
- d) to require an applicant to exhibit his/her MESC Unemployment Benefit check for the week with respect to which application for S.U.B. is made, or to submit evidence satisfactory to the City of receipt or entitlement to receive a MESC unemployment benefit.

Section 4. Amount of Weekly Supplemental Benefit

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

Section 5. Duration of Supplemental Benefit

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

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

29. CLOTHING AND UNIFORM ALLOWANCES

A. The clothing allowance shall be \$85.00 per year. (See Exhibit III.)

B. For employees who are required to furnish a specific uniform at their own expense, the allowance will be \$170.00 per year.

C. This Article shall be administered according to the Resolution of the City Council of May 9, 1974 (J.C.C. p. 1107).

30. WORKERS' COMPENSATION

A. All employees shall be covered by the applicable Workers' Compensation laws and related benefits. An employee sustaining injury or occupational disease arising out of and in the course of City employment shall be continued on the payroll and his/her time shall be charged to his/her sick leave reserve for all days not covered by Workers' Compensation payments; provided that in the absence of any sick leave reserve he/she shall be paid regular wages or salary to the extent of two-thirds of his/her daily wage or salary but for a period not to exceed seven (7) days; provided, also; that where the employee has off-time banks and receives income under the Workers' Compensation Act, such income shall be supplemented by the City from his/her off-time banks in an amount sufficient to bring it up to ninety-five percent (95%) of his/her weekly take-home pay. For the purposes of this article, take-home pay is defined as gross pay from the City less Social Security deductions, and less Federal, State and City income tax withholding amounts based on the employee's actual number of dependents. Employees shall be eligible to earn current sick leave.

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

C. The City agrees to continue hospitalization and life insurance benefits for employees with one or more years of seniority who have been approved for Workers' Compensation benefits for a period of 9 months after they go off the payroll. Thereafter employees will be entitled to benefits which accrue to them through the Pension Plan and the Income Protection Plan.

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

31. SUPPLEMENTAL AGREEMENTS

The parties agree that Supplemental Agreements involving matters not covered herein and peculiar to a specific department are attached hereto and are part of the entire Agreement. Such supplemental agreements shall terminate in the manner specified in Article 38, herein.

32. SAVINGS CLAUSE

If any article or section of this agreement or any supplement thereto, 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 and supplements 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.

33. WAIVER OF BARGAINING RIGHTS

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

34. REDUCTION IN FORCE

If as a result of a reduction in force in a department, it is necessary to reduce the number of employees in a classification represented by the Union such reduction in force shall be in accordance with the reduction in force provisions provided in Personnel Department Rules in effect on July 1, 1986.

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

35. WAGES

- A. Effective July 1, 1989 members of the bargaining unit shall receive a wage increase in their base rate in accordance with Exhibit I.
- B. Effective July 1, 1990 members of the bargaining unit shall receive a 4% wage increase in their base rate in accordance with Exhibit I.
- C. Effective July 1, 1991 members of the bargaining unit shall receive a 4% wage increase in their base rate in accordance with Exhibit I.
- D. Two-Tier Wage System
 1. In recognition of recruitment and retention difficulties, effective July 1, 1987 the City will do away with the two-tiered wage system and will convert it into a rate range for the affected classifications.
 2. All present employees of record as of July 1, 1987 who were hired at 10% less in their classification shall receive the agreed upon increases and bonuses plus equal pay increase increments on 1/1/88, 7/1/88, 1/1/89, and June 30, 1989 so that on July 1, 1989 he or she will be paid at the top rate in their classification.

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 - 2. All present employees of record as of July 1, 1987 who were hired at 10% less in their classification shall receive the agreed upon increases and bonuses plus equal pay increase increments on 1/1/88, 7/1/88, 1/1/89, and June 30, 1989 so that on July 1, 1989 he or she will be paid at the top rate in their classification.

3. For any new employee hired after July 1, 1987, he or she shall receive all the negotiated increases plus equal raises each six months from his or her step dates and upon their second anniversary step dates shall be paid the top rate in their classification. An employee's step date shall be the beginning of the next quarter following their hire.
4. All employees who qualify under A & B above shall be paid as follows:

7 1/2%	below scale after 6 months
5%	below scale after 1 year
2 1/2%	below scale after 18 months
100%	of scale after they reach 2 years.
5. Except as specifically set forth above, step increases for these classes will be administered in accordance with City Ordinances, Resolutions and Personnel Department Rules.

36. MISCELLANEOUS PAY PRACTICES

- A. All salaried employees will have their hourly rate computed by dividing their annual salary by 2080 hours.
- B. Effective October 1, 1980, step increments for hourly rated employees shall be increased from \$.05 per hour to \$.10 per hour.
- C. Effective October 1, 1980, the basic step increment schedule for salary classifications shall be changed so that the annual increments will be five percent (5%) of the employee's salary as of the date the increment is normally paid, not to exceed the maximum rate for the classification.

Half steps shall be two and one-half percent (2-1/2%).
- D. Effective October 1, 1980, employees promoted from classes where the maximum of the old class is greater than the minimum of the new class, shall be entitled to a pay increase of two annual steps not to exceed the maximum of the new class.
- E. Effective July 1, 1980, 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).

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

The correction of the underpayment shall be made within 60 days after notification to the department personnel officer.

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

If the amount owed by the employee is over \$2,600, the City reserves the right to seek immediate recovery through the appropriate legal proceedings.

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

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

37. PROTECTION CLAUSE

It is the City's commitment that in terms of a total compensation package, the bargaining unit will not be economically disadvantaged as a result of subsequent settlements with other unions. However, it must be understood that compulsory arbitration may result in varied settlements.

The parties agree that special wage adjustments for particular classifications within other bargaining units, when based upon personnel recruitment and retention difficulties or special job skills, shall not require an equivalent increase for this unit at large; the parties further agree, however, that an adjustment shall be required for a Building Trades classification to maintain the recognized traditional wage relationship to another bargaining unit's classification which received such a special wage adjustment.

38. DURATION

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:

Dated this 15th day of May, 1990.

DETROIT BUILDING AND
CONSTRUCTION TRADES COUNCIL

CITY OF DETROIT

Raymond Glowski
Raymond Glowski, Secretary

Coleman A. Young
Coleman A. Young, Mayor

John Wallace
John Wallace, Business Representative

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

Joyce Garrett
Joyce Garrett, Director
Personnel Department

APPROVED AND CONFIRMED BY
THE CITY COUNCIL MAY 30 1990.
DATE

Jeffery D. Blaine
JEFFERY D. BLAINE
DEPUTY CITY CLERK

Bella Marshall
Bella Marshall, Director
Finance Department

Donald Paffen
Donald Paffen, Corporation Counsel
Law Department

E X H I B I T I - A

	<u>June 30, 1989</u>	<u>July 1, 1989</u>	<u>July 1, 1990</u>	<u>July 1, 1991</u>
Boiler and Furnace Repair Worker (74-40-31)	\$15.100-16.78	\$15.705-17.455	\$16.335-18.155	\$16.99 -18.885
Bricklayer Apprentice (62-40-01)	9.050-13.365	9.415-13.900	9.795-14.460	10.19 -15.04
Bricklayer - General (62-40-43)	15.130-16.810	15.740-17.485	16.370-18.185	17.025-18.915
Bricklayer - Tunnels (62-40-44)	15.130-16.810	15.740-17.485	16.370-18.185	17.025-18.915
Bricklayer Subforeman (62-40-48)	17.415-17.415	18.115-18.115	18.840-18.840	19.595-19.595
Cable Splicer Apprentice (73-38-01)	10.430-16.510	11.285-17.790	11.740-18.505	12.210-19.250
Cable Splicer (73-38-31)	15.640-17.375	16.920-18.720	17.600-19.470	18.305-20.250
Carpenter Apprentice (62-30-01)	9.005-15.870	9.370-16.505	9.745-17.170	10.135-17.860
Carpenter Subforeman (62-30-43)	17.340-17.340	18.035-18.035	18.760-18.760	19.515-19.515
Display Painter (62-90-42)	15.060-16.730	15.665-17.400	16.295-18.100	16.950-18.825
Electrical Substation Worker Apprentice (73-81-01)	9.425-16.330	9.805-16.985	10.200-17.665	10.610-18.375
Electrical Substation Worker (73-81-31)	15.435-17.145	16.055-17.835	16.700-18.550	17.370-19.295
Electrical Substation Worker foreman (73-81-41)	17.500-17.500	18.200-18.200	18.930-18.930	19.690-19.690
Electrical Worker Apprentice (73-83-01)	9.425-16.330	9.805-16.985	10.200-17.665	10.610-18.375
Electrical Worker - General (73-83-41)	15.755-17.500	16.390-18.200	17.050-18.930	17.735-19.690
Electrical Worker - Traffic Control (73-83-45)	15.755-17.500	16.390-18.200	17.050-18.930	17.735-19.690
Electrical Worker Subforeman (73-83-49)	18.115-18.115	18.840-18.840	19.595-19.595	20.380-20.380
Elevator Mechanic (71-52-21)	16.550-18.390	17.215-19.130	17.905-19.900	18.625-20.700
Finish Carpenter (62-30-41)	15.060-16.730	15.665-17.400	16.295-18.100	16.950-18.825
Finish Painter (62-50-41)	13.865-15.400	14.420-16.020	15.000-16.665	15.600-17.335
Finish Painter - Building Spray (62-50-43)	14.360-15.955	14.935-16.595	15.535-17.260	16.160-17.955

	<u>June 30, 1989</u>	<u>July 1, 1989</u>	<u>July 1, 1990</u>	<u>July 1, 1991</u>
Wish Painter - Swing Stage (62-50-42)	\$14.360-15.955	\$14.935-16.595	\$15.535-17.260	\$16.160-17.955
Furnace Mason (62-40-42)	15.130-16.810	15.740-17.485	16.370-18.185	17.025-18.915
Glazier (62-90-31)	14.250-15.835	14.820-16.470	15.415-17.130	16.035-17.820
Line Worker Apprentice (73-31-01)	10.430-16.510	11.285-17.790	11.740-18.505	12.210-19.250
Line Worker (73-31-31)	15.640-17.375	16.920-18.720	17.600-19.470	18.305-20.250
Line Subforeman (73-31-45)	18.135-18.135	19.515-19.515	20.300-20.300	21.115-21.115
Maintenance Millwright Apprentice (71-43-01)	9.670-14.460	10.060-15.040	10.465-15.645	10.885-16.275
Maintenance Millwright (71-43-31)	14.755-16.390	15.350-17.050	15.965-17.735	16.605-18.445
Painter Apprentice (62-50-01)	7.490-13.030	7.790-13.555	8.105-14.100	8.430-14.665
Painter Subforeman (62-50-47)	16.010-16.010	16.655-16.655	17.325-17.325	18.020-18.020
Plasterer Apprentice (62-40-02)	8.560-13.215	9.295-14.290	9.670-14.865	10.060-15.460
Plasterer (62-40-41)	14.320-15.910	15.545-17.200	16.170-17.890	16.820-18.610
Plasterer Subforeman (62-40-46)	16.520-16.520	17.835-17.835	18.550-18.550	19.295-19.295
Plumber Apprentice (62-60-01)	6.735-12.100	7.310-13.085	7.605-13.610	7.910-14.155
Plumber (62-60-41)	14.365-15.885	15.590-17.175	16.215-17.865	16.865-18.580
Plumber (62-90-35)	15.090-16.765	15.695-17.440	16.325-18.140	16.980-18.870
Plumber Subforeman (62-90-46)	17.375-17.375	18.070-18.070	18.795-18.795	19.550-19.550
Senior Line Worker (73-31-41)	15.785-17.545	17.070-18.900	17.755-19.660	18.470-20.450
Sheet Metal Worker Apprentice (71-40-01)	7.055-12.810	7.340-13.325	7.635-13.860	7.945-14.415
Sheet Metal Worker (71-40-41)	14.410-16.010	14.990-16.655	15.590-17.325	16.215-18.020
Sheet Metal Subforeman (71-40-46)	16.615-16.615	17.280-17.280	17.975-17.975	18.695-18.695
Sign Painter (62-90-41)	15.060-16.730	15.665-17.400	16.295-18.100	16.950-18.825
Steamfitter Apprentice (62-70-01)	7.040-12.850	7.325-13.365	7.620-13.900	7.925-14.460
Steamfitter (62-70-41)	14.555-16.175	15.140-16.825	15.750-17.500	16.380-18.200
Steamfitter Subforeman (62-70-48)	16.790-16.790	17.465-17.465	18.165-18.165	18.895-18.895
Tile and Terrazo Worker (62-40-45)	13.390-14.875	13.930-15.470	14.490-16.090	15.070-16.735

E X H I B I T I - B

	<u>June 30, 1989</u>	<u>July 1, 1989</u>	<u>July 1, 1990</u>	<u>July 1, 1991</u>
Building Trades Helper (62-10-14)	\$ 9.885- 9.970	\$10.285-10.370	\$10.700-10.785	\$11.130-11.220
Building Trades Worker - Tile Setting (62-10-29)	11.015-11.305	11.460-11.760	11.920-12.235	12.400-12.725
Building Trades Worker - Carpentry (62-10-30)	11.015-11.305	11.460-11.760	11.920-12.235	12.400-12.725
Building Trades Worker - General (62-10-31)	11.015-11.305	11.460-11.760	11.920-12.235	12.400-12.725
Building Trades Worker - Bricklaying (62-10-32)	11.015-11.305	11.460-11.760	11.920-12.235	12.400-12.725
Building Trades Worker - Plastering (62-10-33)	11.015-11.305	11.460-11.760	11.920-12.235	12.400-12.725
Building Trades Worker - Painting (62-10-34)	11.015-11.305	11.460-11.760	11.920-12.235	12.400-12.725
Building Trades Worker - Glazing (62-10-35)	11.015-11.305	11.460-11.760	11.920-12.235	12.400-12.725
Building Trades Worker - Plumbing (62-10-36)	11.015-11.305	11.460-11.760	11.920-12.235	12.400-12.725
Building Trades Worker - Steamfitting (62-10-37)	11.015-11.305	11.460-11.760	11.920-12.235	12.400-12.725
Building Trades Worker - Roofing (62-10-38)	11.015-11.305	11.460-11.760	11.920-12.235	12.400-12.725
Building Trades Worker - Sheet Metal (62-10-39)	11.015-11.305	11.460-11.760	11.920-12.235	12.400-12.725
Building Trades Worker - Refrigeration (62-10-40)	11.015-11.305	11.460-11.760	11.920-12.235	12.400-12.725
Concrete Finisher* (61-90-33)	10.610-10.695	11.035-11.125	11.480-11.570	11.940-12.035
Electrical Helper (73-83-11)	9.885- 9.970	10.285-10.370	10.700-10.785	11.130-11.220
Electrical Repair Worker - General (73-83-31)	11.180-11.325	11.630-11.780	12.100-12.255	12.585-12.750
Electrical Repair Worker - Communications (73-83-35)	11.180-11.325	11.630-11.780	12.100-12.255	12.585-12.750
Electronics Technician (73-99-37)	12.410-12.410	12.620-14.280	13.125-14.855	13.650-15.450
Furnace Equipment Installer (71-56-31)	13.210-13.210	15.705-17.455	16.335-18.155	16.990-18.885
General Welder (71-50-33)	10.160-12.425	12.450-13.765	12.950-14.320	13.470-14.895
Line Helper (73-23-11)	10.010-10.060	10.415-10.465	10.835-10.885	11.270-11.325
Sign Stencil Preparator (61-90-34)	11.200-11.200	12.190-12.190	12.680-12.680	13.190-13.190

* Concrete Finishers are represented by the Building Trades Council only as single titles.

EXHIBIT

HOLIDAY SCHEDULE

1989-90

1990-91

1991-92

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

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

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

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

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

EXHIBIT III

CLASSIFICATIONS ELIGIBLE FOR CLOTHING ALLOWANCE

- 62-10-32 Building Trades Worker - Bricklaying
- 62-10-30 Building Trades Worker - Carpentry
- 62-10-31 Building Trades Worker - General
- 62-10-34 Building Trades Worker - Painting
- 62-10-33 Building Trades Worker - Plastering
- 62-10-39 Building Trades Worker - Sheet Metal
- 62-10-37 Building Trades Worker - Steam Fitting
- 62-10-14 Building Trades Helper
- 61-90-33 Concrete Finisher
- 73-83-11 Electrical Helper
- 73-83-35 Electrical Repair Worker - Communications
- 73-83-31 Electrical Repair Worker - General

NOTE: In addition to the above classifications, Plumbers working at the Water Department Central Yard and Wastewater Treatment Plant shall be entitled to a clothing allowance, unless they are furnished protective clothing by the department.

EXHIBIT IV

1989-90

SICK LEAVE ACCRUAL SCHEDULE

<u>Month</u>	<u>Monthly Period*</u>	<u>Paydays in Monthly Period</u>	<u>Sick Leave Credited</u>	<u>First Day Sick Leave May Be Taken</u>
1989 July	June 26-July 30	July 7,14,21,28, Aug. 4	Aug. 4	Aug. 1
Aug.	July 31-Aug. 27	Aug. 11,18,25, Sept. 1	Sept. 1	Sept. 1
Sept.	Aug. 28-Sept. 24	Sept. 8,15,22,29	Sept. 29	Oct. 1
Oct.	Sept. 25-Oct. 29	Oct. 6,13,20,27, Nov. 3	Nov. 3	Nov. 1
Nov.	Oct. 30-Nov. 26	Nov. 9,17,22, Dec. 1	Dec. 1	Dec. 1
Dec.	Nov. 27-Dec. 24	Dec. 8,15,21,28	Dec. 28	Jan. 1
Jan.	Dec. 25-Jan. 28	Jan. 5,12,19,26, Feb. 2	Feb. 2	Feb. 1
Feb.	Jan. 29-Feb. 25	Feb. 9,16,23, Mar. 2	Mar. 2	Mar. 1
Mar.	Feb. 26-Mar. 25	Mar. 9,16,23,30	Mar. 30	Apr. 1
Apr.	Mar. 26-Apr. 29	Apr. 6,13,20,27, May 4	May 4	May 1
May	Apr. 30-May 27	May 11,18,25, June 1	June 1	June 1
June	May 28-June 24	June 8,15,22,29	June 29	July 1

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

EXHIBIT IV - Continued

1990-91

SICK LEAVE ACCRUAL SCHEDULE

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

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

EXHIBIT IV - Continued

1991-92

SICK LEAVE ACCRUAL SCHEDULE

<u>Month</u>	<u>Monthly Period*</u>	<u>Paydays in Monthly Period</u>	<u>Sick Leave Credited</u>	<u>First Day Sick Leave May Be Taken</u>
1991 July	July 1-July 28	July 12,19,26 Aug. 2	Aug. 2	Aug. 1
Aug.	July 29-Aug. 25	Aug. 9,16,23,30	Aug. 30	Sept. 1
Sept.	Aug. 26-Sept. 29	Sept. 6,13,20,27, Oct. 4	Oct. 4	Oct. 1
Oct.	Sept. 30-Oct. 27	Oct. 11,18,25, Nov. 1	Nov. 1	Nov. 1
Nov.	Oct. 28-Nov. 24	Nov. 8,15,22,27	Nov. 27	Dec. 1
Dec.	Nov. 25-Dec. 22	Dec. 6,13,20,27	Dec. 27	Jan. 1
1992 Jan.	Dec. 23-Jan. 26	Jan. 3,10,17,24,31	Jan. 31	Feb. 1
Feb.	Jan. 27-Feb. 23	Feb. 7,14,21,28	Feb. 28	Mar. 1
Mar.	Feb. 24-Mar. 29	Mar. 6,13,20,27, Apr. 3	Apr. 3	Apr. 1
Apr.	Mar.30-Apr. 26	Apr. 10,17,24, May 1	May 1	May 1
May	Apr. 27-May 31	May 8,15,22,29, June 5	June 5	June 1
June	June 1-June 28	June 12,19,26, July 2	July 2	July 1

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

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND THE
DETROIT BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO

Re: Full Time Representative

A. The City and the Union hereby agree that for the duration of their Master Agreement to which this Memorandum is attached, the Secretary-Treasurer of the Union shall designate one (1) City employee to devote full time to union duties and responsibilities subject to the following conditions:

1. The name of the Union Representative covered by this Memorandum shall be certified in writing by the Secretary-Treasurer and any subsequent changes shall be certified in like manner and shall include the effective date of each change.
2. The Union Representative shall work full time solely on matters pertaining to the City union. Other members of the union will not be excused to attend meetings or grievance hearings as a substitute for the Union Representative.
3. The City reserves the right to withhold approval of this full time employee if personnel shortages are so critical that the absence of the employee would seriously affect the operation of the department.
4. The full-time representative must notify the department, from which he/she is assigned, that he/she is on duty on each regular City business day. He/she must furnish said department representative with a phone number where he/she can be contacted. In the event he/she is not available for duty he/she must notify said department representative of the manner he/she wishes his/her time to be charged. The representative shall not be considered available for duty if he/she is not in the City or area covered by his/her jurisdiction.

B. The compensation for the Union Representative qualifying above shall be the obligation of the City and shall be administered subject to and in accordance with the following:

1. The Union Representative shall be paid a salary equivalent to the straight time rate established under this agreement for the class of Line Subforeman (73-31-45). Said salary shall be full compensation for all time spent in his/her duties as union representative. The parties understand that any administrative personnel processes required to implement this provision shall not affect the employee's principal classification nor bestow any seniority or status in any other classification.
2. The City will provide fringe benefits in the same manner and to the same extent as other employees covered by this Agreement. Vacation and other off time benefits (excluding sick leave) earned on or after July 1, 1980 must be liquidated in the fiscal year in which it is credited. Vacation earned and credited after 1600 hours in a fiscal year shall be considered credited in the succeeding fiscal year.
3. Any expenses (including the use of automobiles) incurred by the representative in the performance of his/her duties shall not be the responsibility of the City.

C. Except as specifically stated above, the Union agrees to reimburse the City for all legal liabilities, if any, assessed against the City in the event that this City of Detroit union representative incurs such liability when functioning in duties or areas unrelated to his/her union representation.

DATED THIS 15th DAY OF May, 1990.

Raymond Glowinski
Detroit Building and Construction
Trades Council

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

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND THE
DETROIT BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO

Re: Equal Employment Opportunity and Affirmative Action

A. In compliance with Local, State and Federal Law, the City and the Union agree to cooperate in a policy of equal opportunity for all employees, to continue to prohibit discrimination because of race, color, religion, national origin, sex, sexual orientation, age, political orientation, or non-disabling handicap, and to promote a full realization of equal employment opportunity through a positive and continuing effort.

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

In accordance with this provision, the City agrees:

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

DATED THIS 15th DAY OF May, 1990.

Raymond Glowinski
Detroit Building and Construction
Trades Council

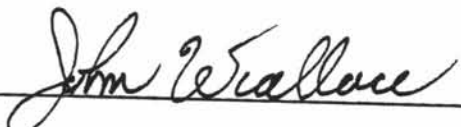
Roger N. Cheek
Roger N. Cheek, Director
Labor Relations Division

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND THE
DETROIT BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO

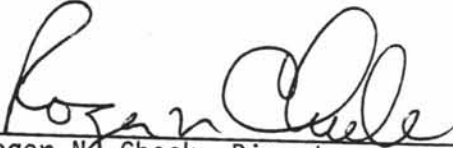
RE: Equalization of Overtime

The City agrees to attempt to reasonably equalize scheduled overtime, by classification and work location, whenever practical and possible.

DATED THIS 15th DAY OF May, 1990.



Detroit Building and Construction
Trades Council




Roger N. Cheek, Director
Labor Relations Division

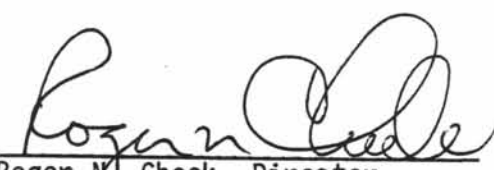
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND THE
DETROIT BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO

RE: Seniority

During negotiations leading to the 1989/92 Master Agreement, the parties discussed the use of seniority for internal departmental purposes. The parties agreed that, consistent with Article 13-Seniority, the Union and individual departments may agree upon measures of seniority other than total City seniority (such as time with the department or seniority in the classification) for internal departmental purposes such as vacation selection, work assignments, overtime or other purposes where seniority is a factor as provided in the Master Agreement or any Supplemental Agreements.

DATED THIS 15th DAY OF May, 1990.


Detroit Building and Construction
Trades Council


Roger N. Cheek, Director
Labor Relations Division

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND THE
DETROIT BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO

RE: Notification to the Union of Recruitment Efforts

The City of Detroit agrees to provide the Union a monthly notification of all Building Trades classifications for which employment applications are being accepted.

DATED THIS 15th DAY OF May, 1990.

Raymond Glowinski
Detroit Building and Construction
Trades Council

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

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND THE
DETROIT BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO

RE: Joint Apprenticeship Committee

It is mutually agreed between the City of Detroit and the Building Trades Council that within ninety (90) days after the effective date of the Master Agreement, the City will meet with the Building Trades Council Representatives to review the current apprenticeship program and the impact of other methods used to upgrade persons to Journeyman classes.

The committee shall consist of not more than four (4) members appointed by the Building Trades Council, and not more than (4) members by the City's Personnel Director.

The committee shall meet at mutually agreeable times and places for discussion and preparation of reports, and recommendations on the subjects considered. Recommendations and reports will be forwarded to the Personnel Department Director, Apprentice Training Coordinator, and the Building Trades Council.

It is agreed that the City will review all proposed recommendations. Those recommendations determined to be feasible will be considered for implementation.

DATED THIS 15th DAY OF May, 1990.

Raymond Glowinski
Detroit Building and Construction
Trades Council

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

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND THE
DETROIT BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO

RE: Health Care Committee

During the 1989 negotiations the City of Detroit and the Detroit Building Trades Council had extensive discussions concerning the rising cost of hospitalization coverage. As a result the parties agree to form a Health Care Committee made up of members of union and management which will meet at mutually agreeable intervals to discuss the City's efforts in the area of health care cost containment.

For its part, the City is committed to investigate programs which will reduce costs and bring about a corresponding reduction in premium sharing by employees. Programs to be considered would include alternative health care providers, additional cost containment programs, and alternative traditional plans.

The City reserves the right to implement health care cost containment programs during the term of the contract which do not diminish the levels of benefits provided in the basic plans but which may require the insured to follow procedures prescribed by the carrier in order to be eligible for benefits. If premium levels go below the 1982-83 base year premiums for coverage listed in Article 18, Paragraph B, the City will pay fifty percent (50%) of that amount to an escrow account which shall be used to offset health care costs or to increase health care benefits.

DATED THIS 15th DAY OF May, 1990.

Raymond Glowinski
Detroit Building and Construction
Trades Council

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



Personnel Department
Labor Relations Division
304 City-County Building
Detroit, Michigan 48226
(313) 224-3860

Coleman A. Young, Mayor
City of Detroit

Mr. John Wallace
Business Representative
Detroit Building and Construction
Trades Council
10800 Puritan
Detroit, Michigan 48238

Dear Sirs:

During the recent negotiations with the Building Trades Council, the Union expressed some concerns regarding the confusing situation of the representation of Building Trades titles at the Department of Transportation.

The purpose of this communication is to reaffirm for all the parties involved that:

1. The following classifications at DOT are represented by AFSCME and are subject to the AFSCME labor agreements:

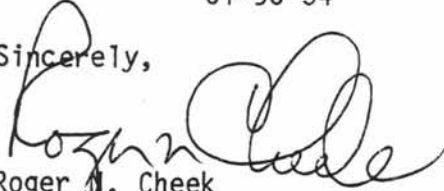
Boiler and Furnace Repair Worker	74-40-31
Bricklayer - General	62-40-43
Building Trades Helper	62-10-14
Building Tradesman - Carpenter	62-10-30
Building Tradesman - General	62-10-31
Finish Carpenter	62-30-41
Finish Painter	62-50-41
Finish Painter - Building Spray	62-50-43
Finish Painter - Swing Stage	62-50-42
Maintenance Millwright	71-43-31
Master Plumber	62-60-51
Plumber	62-60-41
Sheet Metal Worker	71-40-41
Sign Painter	62-90-41
Steamfitter	62-70-41
General Welder	71-50-33
(except in Engineering)	

Mr. John Wallace
Page 2

2. The following classifications at DOT are represented by the Building Trades Council and are subject to that master agreement:

General Welder	71-50-33 (only in Engineering)
Electrical Worker-General	73-83-41
Sign Stencil Preparator	61-90-34

Sincerely,



Roger J. Cheek
Labor Relations Director

RNC:TL:dc

