

9/30/92

# AGREEMENT

between

## THE CITY OF DETROIT

and

## THE INTERNATIONAL UNION OF OPERATING ENGINEERS

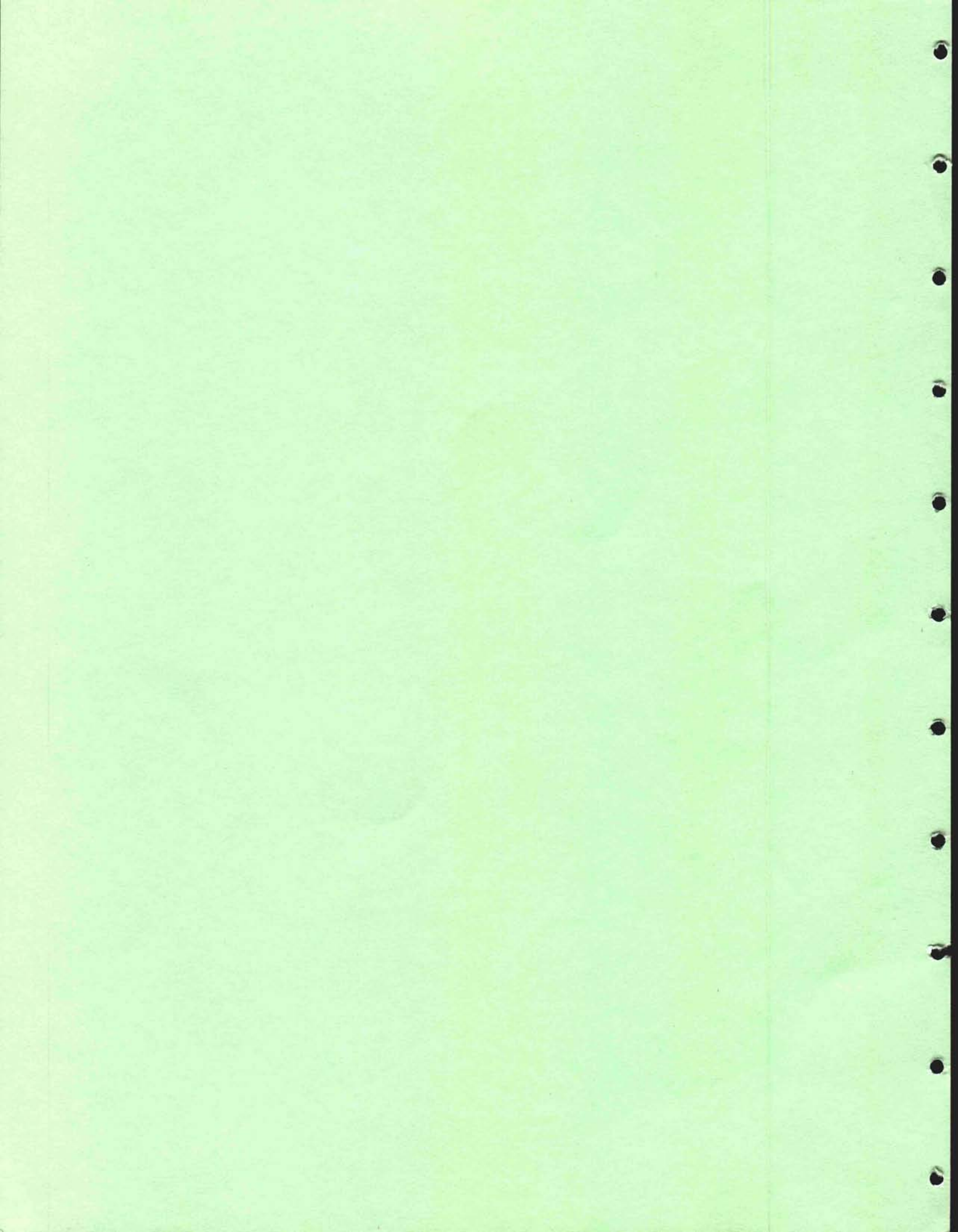
### LOCAL 547 - A, B, C, E, H - AFL-CIO

*Detroit, City of*



### 1989-1992

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University



AGREEMENT BETWEEN THE CITY OF DETROIT AND INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL #547

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TABLE OF CONTENTS

<u>ARTICLE NUMBER</u>		<u>PAGE NUMBER</u>
	Agreement	1
33	Bulletin Boards	48
39	Central Pension Fund	50
43	Death Benefits and Life Insurance	51
9	Discharge, Suspension and Discipline	9
5	Dues Check Off	3
44	Duration	54
16	Funeral Leave	22
7	Grievance Procedure	5
20	Holidays and Excused Time Off	28
27	Hospitalization, Medical Insurance, Dental Insurance and Optical Care	37
8	Interference with Work	9
32	Jurisdiction	47
26	Jury Duty	36
12	Layoffs and Recall	13
15	Leaves of Absence	21
17	Longevity Pay	23
34	Maintenance of Conditions	48
2	Management Rights and Responsibilities	2
24	Mileage and Travel Allowance	35
3	Non-Discrimination	2
19	Overtime	27
31	Pension Benefits	44
25	Position Allocations, New Jobs and Changed Assignments	35
13	Promotions and Transfers	14
42	Protection Clause	50
	Purpose and Intent	1
1	Recognition of Union	1
40	Residency	50
38	Safety	49
37	Savings Clause	49
11	Seniority Definitions	10
30	Sick Leave	42
10	Special Conferences	10
6	Stewards	4
35	Successor Clause	48
36	Supplemental Agreements	49
29	Unemployment Compensation - Supplemental Unemployment Benefits	40



AGREEMENT BETWEEN THE CITY OF DETROIT AND INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL #547

---

<u>ARTICLE NUMBER</u>		<u>PAGE NUMBER</u>
23	Uniforms	34
4	Union Security	3
41	Unused Sick Leave on Retirement	50
21	Vacations	31
14	Veterans Preference	21
22	Wages	33
28	Workers' Compensation	39
18	Working Hours	25
-----		
	SIGNATURE PAGE	56
-----		
	SCHEDULE A - Wage Adjustment Schedule	57
	SCHEDULE B - Promotion Series	62
	SCHEDULE C - Sick Leave Accrual	63
	SCHEDULE D - Long Term Disability Insurance	66
	SCHEDULE E - Position Allocations	73
	SCHEDULE F - Holiday Schedule	78
	SCHEDULE G - Classifications Eligible for Clothing	79
	SCHEDULE H - Application for Permanent Inter-Depart- mental Transfers	80
-----		
	MEMORANDA OF UNDERSTANDING:	
	RE: Apprenticeship and Training Programs	85
	RE: Article 19 Section F Overtime	92
	RE: Boiler Operator (L.P.) Duties when Heating Equipment is not Operational	84
	RE: Copies of Contract	89
	RE: Full Time Representative	82
	RE: Private Car Mileage Reimbursement	87
	RE: Tuition Refund	93
	RE: Staffing of City Facilities; Schedule E	90
-----		
	LETTERS:	
	RE: Residency	94
	RE: Selection of Health Insurance Carrier	95
	RE: Representation at Mistersky	97
	RE: Personal Business Days	98



## A G R E E M E N T

This Agreement is entered into between the City of Detroit, a Michigan Municipal Corporation, (hereinafter referred to as the EMPLOYER or the CITY) and the International Union of Operating Engineers, Local #547, AFL-CIO, 24270 West Seven Mile, Detroit, Michigan 48219 (hereinafter referred to as the UNION).

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

### PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the City of Detroit in its capacity as an Employer, the Employees, the 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 Employer's success in establishing a proper service to the community.

To these ends the Employer 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 by Act 379 of the Public Acts of 1965, the Employer does hereby recognize the Union as the exclusive representative for all employees holding the classifications listed in Schedule A, 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.

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 determine when overtime work is required and schedule such overtime consistent with the terms of this Agreement.

C. 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.

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

E. The City has the right to establish reasonable practices, policies or rules, provided the same do not conflict with the express terms of this Agreement and are applied equally.

3. NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights.

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

(The parties agree that whenever a gender specific pronoun is used, it is intended that the provisions of this Agreement cover both male and female employees.)

#### 4. UNION SECURITY

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

Any person certified and employed with the City on or after October 11, 1947, and covered by this Agreement who is not a member of aforesaid Union and does not make application for membership within ninety (90) calendar days from the effective date of this Agreement or from the date of employment, whichever is later shall, as a condition of employment, pay to the Union each month a service charge as a contribution towards the administration of this Agreement, in an amount determined by the Union in accordance with applicable law. Such service charge shall be paid on or after his 91st day of employment or ninety (90) calendar days after the effective date of this Agreement, whichever is later. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) calendar days after receipt of written notice to the Employer from the Union within said thirty (30) calendar days and provided, that the Union shall release the employing department from fulfilling the obligation to discharge, if during the 30-day period following notice to the Employer from the Union, the employee pays membership dues or service fee retroactive to the due date and confirms his intention to pay the required membership dues or service fee in accordance with this Agreement.

If any provision of this Article is invalid under federal law, or the laws of the State of Michigan, said provision shall be modified to comply with the requirements of federal or state law or shall be renegotiated for the purpose of adequate replacement.

The Union agrees that in the event of litigation against the City, its agents or employees, arising out of this provision, it will co-defend and indemnify and hold harmless the City, its agents or employees from any monetary award arising out of such litigation, provided, that the Union will be free of this obligation in the event a legal ruling against the City is made on the basis that the application of this Article is discriminatory toward employees who have been hired on or after October 11, 1947.

#### 5. DUES CHECK OFF

The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all union membership dues and initiation fees uniformly required, if any, or service fees as provided in a written authorization in accordance with the standard form used by the Employer, provided that the said form shall be executed by the employee. The



written authorization for Union dues deduction and initiation fees or service fees shall remain in full force and effect unless revoked as provided in such authorization form, or until termination of employment.

All deductions under this Article shall be subject to revocation by the employee who executed such assignment, upon giving a thirty (30) calendar day written notice to assignees and the Finance Director. The Finance Director and the City Treasurer shall thereafter cease withholding any money whatever under such assignments.

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

Such fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the International and the Local #547 IUOE. Each employee and the Union hereby authorize the City to rely upon and to honor certifications by the Financial Secretary of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues or service fees, together with a copy of such authorization from Local #547 of the International Union of Operating Engineers, AFL-CIO.

If any provision of the Article is invalid under federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of federal or state law or shall be re-negotiated for the purpose of adequate replacement.

All of the above provisions shall be in accordance with Chapter 13, Article 4 of the Municipal Code of the City of Detroit.

The Employer agrees to deduct from the wages of any employee who is a member of this Union a Political Action Committee deduction as provided for in a written authorization in accordance with the standard form used by the Employer, provided, that the said form shall be executed by the employee. This deduction may be revoked by the employee at any time by giving written notice to both the Finance Department and to the Union.

## 6. STEWARDS

A. In each City department, employees in the department may be represented by one Chief Steward and an assistant plant steward whose identity shall be made known to the department.

B. The Chief Stewards, during their working hours, without loss of time or pay, may investigate and present grievances to the Employer, after arrangements have been made with their supervisors. When the Chief Steward is unavailable or when a task requiring two (2) stewards exists, the alternate steward shall be released. This privilege shall not be abused.

C. Any new employee shall be introduced to the steward before starting to work to be added to the steward's record or the steward shall be supplied the following information within the employee's first week of employment: name, address, pension number, classification, plant and shift assignment.

## 7. GRIEVANCE PROCEDURE

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

The time elements in the steps can be shortened or extended by mutual agreement.

Working days shall be those days the supervisor is available to receive the grievance.

A grievant shall have the right to be present in any grievance hearing up to and including Step Three and the arbitration hearing.

### SECTION 1

A. A Union grievance is a difference between the Employer and the Union concerning (1) working conditions or (2) the interpretation or application of any provision of this Agreement and may be processed directly to Step 3 of the Grievance Procedure.

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

C. The grievance procedure or the steward on behalf of the grievant contained in this Agreement shall be the exclusive grievance procedure for all members of the bargaining unit. Bargaining Unit members must process a grievance with union representation which is in accordance with the decision in Avondale Public Schools 1967 MERC decision 680.

## SECTION 2

A. Any employee grievance or Union grievance not presented for disposition through the grievance procedure in five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee, or for the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

B. A grievance concerning alleged safety hazards may be processed directly to Step 4.

### C. Grievance Steps

1. An employee having a grievance may present it orally to his supervisor. In the event an employee desires that his steward be present, he shall make his request through the supervisor, and the supervisor shall send for the steward.
2. In the event the grievance is not settled orally by the supervisor, the steward shall submit the grievance in writing to the supervisor within five (5) working days from the oral presentation. The employee and the steward shall sign the grievance forms. The grievance forms must indicate (1) a statement of the grievance and the facts upon which it is based and citing the alleged violation(s) of this Agreement, and (2) the remedy or correction requested. The supervisor shall give his decision in writing to the Union office within three (3) working days. If the subject grievance is not appealed within five (5) working days from the date of the supervisor's decision, Management's last disposition shall be considered as settlement of the grievance.
3. If the grievance is not satisfactorily resolved in Step 2, the decision may be appealed to the Department Head or his designated representative. The notice of appeal must be submitted within five (5) working days from the supervisor's decision in Step 2. A meeting will be promptly arranged with the Union within ten (10) working days. A written decision will be rendered within five (5) working days of said meeting. The decision rendered by management in Step 3 shall be final and the case shall be considered settled on the basis of the Employer's decision unless notice of intent to appeal to the Labor Relations Director is filed in writing within five (5) working days after management has rendered its decision in Step 3.



4. Within five (5) days after notice of intent to appeal the grievance to the Labor Relations Director, a meeting will be arranged between the Labor Relations Director, the department head or his designated representative and the Union, to attempt to settle the grievance. A decision shall be rendered by the Labor Relations Director within fifteen (15) working days of the date of the notice of the intent to appeal to the Labor Relations Director.
  
5. Arbitration: Any unresolved grievance which relates to the interpretation, application, or enforcement of a provision of this Agreement or any written supplementary agreement and which has been fully processed through the last step of the grievance procedure may be submitted to arbitration by either party in strict accordance with the following:
  - a. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an ad hoc arbitrator within fifteen (15) working days of such notice, the City will secure a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties will then meet to mutually agree upon an arbitrator from the list.
  - b. The Arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the provisions of this Agreement and he shall be without power or authority to make any decision:
    - (1) Contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement.
    - (2) Concerning the discipline or discharges of employees for engaging in a strike, slowdown or stoppage of work if the employee exercises his right under Section 6 of Act 336 of the Public Acts of 1947, as amended or if the discipline or discharge of an employee has been appealed to the Mayor pursuant to City Ordinance or applicable State law.
    - (3) Granting any wage increases.
    - (4) Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.
    - (5) Granting any transfer to another department as relief in a discipline review case.

- c. The Arbitrator shall have no authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions which by State law or City Charter the City cannot delegate, alienate or relinquish.
- d. The right of either party to demand arbitration over an unadjusted grievance is limited to a period of 15 calendar days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the party against which the grievance is brought. No settlement at any stage of the grievance procedure shall be a precedent in any arbitration and shall not be admissible in evidence in any arbitration proceeding unless the parties agree to the contrary in writing.
- e. The City in no event shall be required to pay back wages for more than ten (10) working days prior to the date a written grievance is filed. In the case of a pay shortage of which the employee could not have been aware before receiving his pay, any adjustment shall be retroactive to the beginning of the pay period covered by such pay, if the employee files his grievance within ten (10) working days after receipt of such pay.
- f. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned, less any direct monetary compensation received for temporary employment obtained subsequent to his/her removal from the City payroll, and payments from unemployment insurance, social security disability, welfare, aid to dependent children, and City funded programs such as Long Term Disability Insurance, Sickness and Accident Insurance and Automobile Accident Income Replacement Insurance. Where appropriate, the City shall reimburse those agencies and insurance funds so as to not affect the employee's equity therein. (Note - It is the understanding of the parties that deductions from back wages exclude all forms of income existing at the time the employee was suspended or discharged and which were not the direct result of the loss of employment.)
- g. The decision of the Arbitrator in a case shall not require a retroactive wage adjustment in another case.
- h. The Arbitrator's decision shall be final and binding on the Union, all employees covered by this agreement and on the City. But the City or the Union may challenge the award if it was not made in accordance with the Arbitrator's jurisdiction and authority under this Agreement.

- i. In the event a case is appealed to an Arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.
- j. The expenses of each Arbitrator shall be paid by the non-prevailing party. Each arbitrator shall specify in his award the non-prevailing party. If there is none, the expenses shall be shared equally.
- k. Except as specifically provided, the parties understand and agree that in making this contract they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this contract and which are not excluded from arbitration.

#### 8. INTERFERENCE WITH WORK

The Union agrees to refrain from any interference with work that would be in violation of the Public Employment Relations Act.

It shall not be a violation of this agreement and it shall not be a cause for discharge or disciplinary action if any employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the union party to this agreement if such action could result in adverse effect on the personal safety of the employee.

The City shall not be required to pay the wages of employees who refuse to report and work on City property because of the existence of a labor dispute or picket line.

#### 9. DISCHARGE, SUSPENSION AND DISCIPLINE

A. The City and the Union agree that all disciplinary action taken against an employee shall be for just cause and subscribe to the general philosophy that the primary purpose of disciplinary action is to correct employee behavior or conduct, that the disciplinary action procedure should be progressive in nature, and that selection of discipline in any specific case should be appropriate based on the circumstances of the offense and the employee. When the City feels disciplinary action is warranted, such action must be initiated within five (5) working days from the date of the occurrence of the condition giving rise to the action or in any event within a reasonable time after investigation of the conditions giving rise to the discipline.



B. Notice of Discharge, Suspension or Discipline: The employing department agrees, upon the discharge or suspension or discipline of any employee to promptly notify, in writing, the Union office, of the discharge, suspension or discipline.

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

D. Appeal of Discharge: Grievances filed concerning suspension or discharge shall be initiated at Step 3 of the grievance procedure.

E. In imposing any discipline on a current charge, the City shall not take into account any prior infractions which occurred more than two (2) years previously.

#### 10. SPECIAL CONFERENCES

A. Special Conferences for important matters will be arranged between the Local Union and the department head or his designated representative upon the request of either party. Such meetings shall be between no more than five (5) and at least two (2) City representatives, one of whom shall be from the Labor Relations Division, and no more than five (5) and at least two (2) representatives of the Union. 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.

Conferences shall be held between the hours of 9:00 a.m., and 4:00 p.m. The employee members of the Union shall not lose time or pay for the time spent in such special conference.

#### 11. SENIORITY DEFINITIONS

A. City Seniority: is hereby defined as the length of continuous service after date of legal certification to a position in the classified service of the City of Detroit and subject to completion of the required probation period.

Department Seniority: shall be the length of time an employee is continuously employed in the department.

Plant Seniority: shall be the length of time an employee is continuously employed at one plant.

Classification Seniority: shall be the length of time an employee is assigned and continuously employed in the same classification after effective date of legal certification or promotion to the classification.

Continuous Service: shall mean employment by the City in a classified position without interruption or break; except that the following shall not be considered as breaks in service:

1. Service in the armed forces of the United States.
2. Layoffs for lack of work or lack of funds, not exceeding three (3) years in length.
3. Absence from work due to injuries compensated for under the Worker's Compensation Act of the State of Michigan.
4. A former City employee who is receiving duty disability pension.
5. Appointment or election to an exempted non-classified position of the City of Detroit.
6. A former City employee who is receiving non-duty disability pension for a period not exceeding one (1) year.
7. Leave of absence for a period not to exceed two (2) years or the term of office, whichever is shorter, for employees elected or appointed to a full-time position in the Union.
8. Other leaves of absence not exceeding one (1) year in length for reasons approved by the Personnel Department.

An employee promoted from one classification to a higher classification within a series (as defined in Schedule B) shall continue to accrue seniority in the classifications he previously held.

B. Probationary Employees: New employees, except apprentices, hired into the bargaining unit shall be considered as probationary employees for the first ninety (90) days of their employment. The ninety (90) days probationary period herein set forth shall mean a working period of not less than 480 hours worked and shall be accumulated within

not more than twelve (12) consecutive months. When an employee finishes the probationary period, he shall be entered on the seniority lists of the unit as provided in the seniority provisions.

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment except discharge and discipline for reasons other than Union activities.

C. Seniority Lists: A city-wide and departmental seniority list will show the names, classification, seniority date for such classification, department and pension numbers of all employees of the unit within sixty (60) days of the effective date of this agreement and by September 1st of each year thereafter.

Plant, Department, and Classification seniority ties will be broken by total City seniority. However, for purposes of promotional eligibility within a department, ties in classification seniority shall be broken first on the basis of date of entry into the bargaining unit.

Notices of status changes and new hires will be sent to the Union within thirty (30) calendar days of the change.

D. Loss of Seniority: Employees shall lose their seniority status for the following reasons only:

1. They resign or quit.
2. They are discharged or permanently removed from the payroll and the separation is not reversed through the grievance procedure.
3. If they do not return to work when recalled from a layoff as set forth in the recall procedure as contained in Article 12.
4. If they do not return to work at the expiration of a leave of absence as specified in Article 15, Leaves of Absence.
5. They retire on regular service retirement.

12. LAYOFFS AND RECALL

A. Layoff defined. A layoff is the separation of an employee from a position with the City for lack of work, lack of funds or reasons other than the acts or delinquencies of the employee. Layoffs of bargaining unit members shall take place by class on a bargaining unit wide basis and shall be governed by classification seniority.

B. Layoff procedure. When a layoff is necessary of a seniority employee from a position in a classification covered by this agreement, the employee with the least seniority in the classification shall be laid off or have the right to displace the least senior employee having less seniority in the next lower classification(s) in the same series covered by this agreement. Such series are shown in Schedule B. The department with an extra man in the classification shall then transfer the least senior man in the department to the position previously held by the laid off or demoted employee.

An employee demoted, due to a layoff, to a lower classification not previously held, shall be given seniority credit in the lower classification for his seniority accumulated in the higher classifications.

In the event of a layoff from the class of Building Control Station Operator, employees in that class shall have the option of demoting to a formerly held class in the bargaining unit, or to the position held by the least senior Building Operator II (or Building Operator I), provided that the Building Control Station Operator has more seniority in classes covered by this bargaining unit.

Recall procedure. Employees who have been hired for a temporary period of not less than ninety (90) calendar days or for permanent employment shall be placed on a re-employment list referred to in Personnel Department Rules as the special Preferred Eligible List ("blocking list") in accordance with their seniority as defined in this agreement. The Union will be provided with an updated list each ninety (90) calendar days if requested.

The names of eligibles shall remain on the Preferred Eligible List for a period not to exceed four (4) years, provided however, that eligibles who have been employed by the City of Detroit for a period of less than one (1) year shall remain on such list for a period not to exceed two (2) years; and provided, further, that employees who have been employed for at least five (5) years shall remain on the list for a period equal to their length of service.

When a vacancy occurs after a layoff, employees will be recalled by the reverse of the layoff procedure from the preferred eligible list prior to the granting of any promotions or hiring of new employees. Notice of recall shall be sent to the employees at their last known address of record by certified mail. It shall be the employee's responsibility to notify the Employer of any change of address

immediately after such change and the Employer shall issue a change of address receipt to the employee and the Union upon request. If an employee fails to report for work within fifteen (15) working days from the date of mailing of notice of recall, he shall be considered a quit and his name removed from the recall list. Exceptions to this may be made by the City on grounds of good cause for failure to report.

C. Requirement of Notice. Employees to be laid off will have at least seven (7) calendar days written notice of layoff, and wherever possible a two week notice shall be given. Such notice shall be delivered personally to the employee at the work site or sent by certified mail to the employee's last known address of record. The local Union shall be mailed a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

### 13. PROMOTIONS AND TRANSFERS

In accordance with the provisions of this article, the order of filling vacancies in a classification after honoring shift preference and plant transfers shall be as follows:

1. Promotion of bargaining unit members within the department.
2. Inter-departmental transfers in grade.
3. Inter-departmental transfer-promotions.
4. Promotion or hiring of non-bargaining unit persons.

#### A. Promotions within the Department:

1. Promotions to classifications by employees in the unit to which this agreement applies shall be made on the basis of classification seniority of the next lower classification in the series, among candidates qualified by written examination (except as otherwise provided in this article), which shall include a review of the employee's disciplinary and work performance record which shall be limited to the preceding eighteen (18) months.

In the cases of promotions to the class of Building Control Station Operator, employees in the bargaining unit shall be given the first promotional opportunity based upon total seniority in classes covered by the bargaining unit.

Announcements of intent to establish promotional lists by means of written examinations will be posted on official and union bulletin



boards for a minimum period of fourteen (14) calendar days so that eligible candidates shall have the opportunity to make appropriate application.

Establishment of promotional lists shall be announced on official and union bulletin boards.

2. Promotions to classifications requiring a license shall have the written portion of the examination waived upon presentation of the required license.

The procedure to be followed by an employee seeking a promotion to a licensed operating engineer position within a department shall be as follows:

- a. The employee must notify his or her departmental personnel office at least two weeks prior to the date scheduled for the written portion of the license examination. A departmental leave day or vacation day may be used for taking the examination irrespective of the shift the employee is assigned.
- b. Upon notice of such intent, the departmental personnel office shall inform the employee within seven (7) calendar days of the notice whether a status change will be prepared or the employee will be given written reasons why the department is unwilling or unable to recommend the employee for promotion.
- c. If a status change is to be prepared, it shall be submitted forthwith to the Personnel Department indicating all pertinent information and requesting the promotion.
- d. Upon receipt of the license the employee should immediately register the license with the Recruitment and Selection Division of the Personnel Department (currently located on the third floor of the City-County Building).
- e. The Personnel Department shall complete its investigation and upon its approval, the effective date of promotion shall coincide with the date the license was issued or the date when the employee is assigned to the licensed position, whichever is later. In the event the employee is assigned subsequent to receipt of the license the employing department shall notify the Personnel Department so that the effective date can be properly adjusted.
- f. Employees who fail to follow the above procedure shall have no claim to a classification seniority date prior to the approval of the Personnel Department.

3. Provisional (out-of-class) promotions in excess of one (1) calendar week will be made among employees in the plant who are deemed capable of performing the work based upon department seniority in the next lower classification of the series. If the most senior employee does not receive the provisional promotion, the reason for the denial will be given to the employee in writing if requested.

All employees who are provisionally promoted to classes which require licenses that they do not possess must take the required licensing exam six months after they have the necessary experience needed to sit for the exam. If unable to pass, they must sit for the exam each three (3) months thereafter. Failure to obtain the required license within one year after eligibility will subject the provisional employee to being bumped by a less senior employee in the same certified class as the provisional employee provided that the lesser senior employee has a minimum of six (6) months of experience in the plant.

4. Supervisory Promotions: If employees within the bargaining unit are promoted to a position of supervisor over employees of the unit, they shall continue to accumulate seniority in the classification they were promoted from for a period of one (1) year.

In the event such promoted employees return to the bargaining unit, they shall not exercise bumping rights to their previous job but shall be placed in an open position if available. If an open position is not available, the returning employee may bump the least senior employee in his previous classification.

B. Inter-Departmental Transfers and Transfer-Promotions:

1. Departmental vacancies shall be filled first from within the department. If, after a maximum of thirty (30) calendar days, the promotion of an eligible employee has not been initiated, the vacancy shall be open for an inter-departmental transfer or inter-departmental transfer-promotion.
2. The City agrees that senior employees will be given consideration in inter-departmental transfers. It is also recognized that for the ultimate job security of all employees, the exercise of preference for inter-departmental transfers shall not impair the efficient operation of the departments and, therefore, seniority alone cannot be the sole determining factor in the assignment of inter-departmental transfers.

Employees will indicate their preference for inter-departmental transfers in writing to the placement division of the Personnel Department on forms provided by the Personnel Department and whenever possible, the City will honor such individual preference by the application of the employee's seniority within the classification. Requests will be honored which are on file as of the time of the receipt by the Personnel Department of official notification of a vacancy in a department. If an employee's request cannot be honored, the City will provide the employee and the union, in writing, the reasons for their refusal and the employee shall have the right to grieve.

Requests for inter-departmental transfers expire March 1st of each year. Employees desiring continuation of their request for inter-departmental transfers must renew their request on or after February 1st of each year.

3. Promotional inter-departmental transfers shall be granted on the basis of seniority in accordance with the promotional procedure after transfer requests within classification have been honored. The procedure for applying for a transfer-promotion shall be the same as that for applying for an inter-departmental transfer as described in paragraph 2.
4. Employees who transfer from one department to another at their own request will continue to accumulate seniority on the seniority list of the department from which they transferred for a period of six (6) months from the date of transfer. During this six (6) month period they will be on trial to demonstrate their qualifications and abilities for the assignment in the new department. If their work performance is found unsatisfactory by the department during this period, they will be returned to an open position in their classification, but if there is a vacancy in their classification in their former department, they must revert to their former department. However, if there are no vacant positions in their classification, they will remain in their current position and will be transferred to the next open position in their classification when it occurs and will be subject to the six (6) month trial period with the same limitation as above.

At the end of this six (6) month trial period, if retained, they shall be placed on the seniority list of the new department retroactively to the date of transfer and their seniority in the previous department will lapse.

5. An employee will be allowed only one (1) inter-departmental lateral transfer within a twelve month period.

6. The City will notify the Union, in writing, within ten (10) work days if the City elects not to fill a position vacancy. A position vacancy is one that results from the death, retirement, resignation or discharge of an employee and not one that results from an absence, vacation, a sick leave, etc.

An employee qualified in accordance with Section A of this Article for the vacancy shall be immediately processed for a promotion.

When a promotion requires an inter-departmental transfer of the promoted employee, the effective date of the promotion may be delayed up to sixty (60) calendar days from the date of vacancy, or thirty (30) calendar days from the date the employee qualifies as set forth above, whichever shall be later.

A shift, departmental or plant transfer delayed because of a shortage of personnel shall be consummated as soon as a qualified replacement is made available.

Vacancies created by either a provisional promotion or a grant of a leave of absence may be filled only on a temporary basis pending the return of the employee who has been provisionally promoted or granted a leave that does not constitute a break in service.

C. Plant Transfers:

1. The City agrees that senior employees will be given consideration in plant transfers within a department when vacancies occur prior to granting of any inter-departmental transfers. However, in the event it is necessary to immediately fill a vacancy, the new employee may be placed in the vacancy subject to displacement by senior employees exercising their transfer rights. It is also recognized that for the ultimate job security of all employees, the exercise of preference for plant transfers shall not impair the efficient operation of the department and therefore seniority alone cannot be the sole determining factor in the assignment of plant transfers.
2. Notice of all vacancies shall be posted on each plant bulletin board for fourteen (14) calendar days and the employees shall make written application to fill the vacancy within the posting period. Notice of the vacancy shall contain the following information:
  - (a) Plant
  - (b) Starting date
  - (c) Shift hours
  - (d) Operating schedule where more than five (5) days

The City will honor such individual preference by the application of the employee's departmental seniority within the classification. If an employee's request cannot be honored, the City will provide the employee and the union, in writing, the reason for their refusal and the employee shall have the right to grieve.

D. Shift Preference:

1. The City agrees that senior employees will be given consideration in assignment of shifts. It is also recognized that for the ultimate job security of all employees, the exercise of preference for shifts should not impair the efficient operation of the plant and therefore seniority alone cannot be the sole determining factor in the assignment of shifts.

Notice of all vacancies shall be posted on the plant bulletin board for fourteen (14) calendar days and the employees shall make written application to fill the vacancy within the posting period. Notice of the vacancy shall contain the following information:

- (a) Starting Date
- (b) Shift Hours

The City will honor such individual preference by the application of the employee's plant seniority within classification. If an employee's request cannot be honored, the City will provide the employee and the union, in writing, the reasons for their refusal and the employee shall have the right to grieve.

Acceptance of a shift shall be permanent until a new vacancy occurs.

2. The only manner in which an employee may be granted an extended change of shifts or schedules of work in whole or in part other than the one he is entitled to, through either work assignment or seniority will be due to a real personal emergency, or extenuating circumstances and only after the request has been approved by the union and the designated department officer.
3. Provisional employees in a classification shall be granted shift preference for any vacancies remaining following the selection of shifts by the certified employees. The selection shall be made in accordance with this section by the application of the employee's plant seniority in the next lower classification of the series. However, any



certified employee shall have the right to displace any provisional employee within the classification.

E. Schedules: Normal established hours and days of shift schedules shall not be changed without 76 percent concurrence of the employees involved. However, when changes in shift schedules are necessary due to operating conditions, the matter will be discussed with the Union and if agreement cannot be reached, the schedule proposed by the department shall be worked subject to the Union's right to grieve.

Employees may exchange schedules of work, in whole or in part, provided the changes are approved by the supervisor in writing. Such changes shall not extend further than a period of two (2) weeks.

F. Bumping Rights: There shall be no bumping rights except in event of a layoff or as provided in this Article.

G. Temporary Transfer: Temporary transfers for the purpose of filling permanent vacancies shall be made by transferring the least senior department employee in the classification in which the vacancy exists unless a more senior employee requests the temporary transfer within five (5) working days of the temporary transfer.

H. Temporary Assignment: Employees shall be regularly assigned to perform duties commensurate with their job classifications and shall not be assigned work outside of their current classifications except in cases of emergency or temporary absences of other employees, and where reassignment of duties is necessary to effectively carry out departmental operations. Employees shall not be assigned to work in a higher classification to avoid the payment of overtime provided an employee in the proper classification is readily available.

For purposes of this Article, an employee is deemed to be working "out-of-class" if he is reassigned by management from his regularly assigned duties to perform duties and responsibilities not normally performed and characteristic of and requiring the qualifications of a higher classification.

If an employee is so assigned to replace an absent employee for more than one regular shift (8 hours), he shall be compensated on an out-of-class basis at the rate for the appropriate classification for all such out-of-class hours worked.

Employees temporarily assigned on an out-of-class basis or provisionally promoted shall not accrue seniority in the higher classification for the purpose of lay-off, recall or transfer rights except as specifically provided for in this article. An employee temporarily assigned to a lower classification shall suffer no reduction in pay.

Provisional promotions or out-of-class assignments as used herein are those necessitated by this Section. A temporarily assigned employee may be displaced by an employee who has been certified in a higher title in the series than that of the currently assigned temporary employee.

14. VETERANS PREFERENCE

Nothing in this Agreement shall abridge the rights and preference of veterans as provided by federal, state and local laws.

15. LEAVES OF ABSENCE

A. Leaves of absence without pay may be granted for reasonable periods for the purposes listed below:

1. physical or mental illness;
2. election or appointment to full-time position in the Union;
3. training relating to an employee's regular duties in an approved educational institution;
4. prolonged serious illness in the immediate family.

B. Leaves may be granted at the discretion of the City for reasons other than those listed above when they are deemed beneficial to the municipal government. Such leaves granted in accordance with existing Personnel Department Rules, may be extended for periods up to two (2) years after which time the employee may be placed on a preferred eligible list for an additional two (2) years. To be eligible for a leave of absence the employee must have one (1) year of City service. These limitations do not apply for leaves granted for military service.

C. Any employee who is absent from duty for three (3) consecutive work days without a specific grant of leave of absence and who fails to notify the employer within those three (3) work days (except in cases of proven unabling emergency), shall be deemed to have resigned from the City service and to have vacated their position.

D. The supervisor shall have five (5) working days to make a recommendation on a Civil Service leave of absence request. Failure to make such recommendation within five (5) days shall be the basis for a Special Conference. The Special Conference will be convened within five (5) working days of the union's request.

E. Parenting Leaves: A parent of a newborn or newly-adopted infant who is eligible for a leave of absence may request a personal leave without pay for purposes of providing parental care or making child care arrangements. Such absence from work shall not exceed a maximum period of six (6) months including any optional use of accrued vacation or other earned time.

In the case of employees who have been off work on sick leave or health leave of absence due to maternity, the optional leave for parenting purposes shall not begin until after the employee has been adjudged physically able to return to work.

F. Leaves for Union Business - Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment shall, at the written request of the Union, submitted ten (10) days in advance, receive formal Personnel Department leaves of absence for not less than sixty (60) days, nor more than two (2) years or the term of office, whichever may be shorter, and upon their return shall be re-employed at work with accumulated seniority. Employees will obtain leave renewal from the City on forms provided by the City.

G. A member of the Union selected to attend or serve on committees beneficial to City business may be allowed casual time off without loss of time or pay upon written request. Approval shall be granted if the request for absence shall be directly related to the business of the committee. If the request is approved, the member shall be paid by the City for his regularly assigned shift less any premiums. There shall not be any charge to the employee's vacation, sick leave or compensatory time accounts. The City reserves the right to withhold approval if personnel shortages are so critical that the absence of the employee would seriously affect the operation of the plant (department).

H. One member of the Union elected to attend a county, state or national convention shall be allowed time off without loss of time or pay to attend such conventions.

## 16. FUNERAL LEAVE

A. If a death occurs among members of the employee's immediate family, the employee will be granted three (3) work days leave, with pay, not to be charged to sick leave. Such leave may be extended to five (5) work days based on individual circumstances.

B. A definition of immediate family: The immediate family is defined as wife, husband, son, daughter, brother, sister, father, mother, step-father, step-mother, or other members of the household.

C. If a death occurs among any of the relatives of the employee, the employee will be granted one (1) work day leave, with pay, not to be charged to sick leave.

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

E. If circumstances warrant additional funeral time over and above the provisions outlined in paragraph 16-A, the department head may grant the request and may charge the additional time to the employee's sick leave bank, not to exceed five (5) personal days charge each fiscal year.

F. The local union president or his representative, with the approval of the department head, shall be allowed one (1) funeral leave day, with pay, not to be charged to sick leave, in the event of the death of a member of his local who is an employee of the City, to attend services.

G. All of the above provisions shall be in accordance with Chapter 13, Article 5, Section 4 of the Detroit City Code.

#### 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 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 1st date or any other date of qualification. Except for employees first qualifying for increments, the payment will be made in a lump sum annually on the first pay date after December 1st.

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

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

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



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

## 18. WORKING HOURS

A. Standard Service Week: The standard payroll work week shall begin at 12:01 A.M. Monday, and end at 12:00 midnight Sunday. It shall consist of five (5) regularly scheduled eight-hour work periods on as many workdays. The two (2) remaining days in the payroll work week shall be known as "off-days" and shall, within the limits of reasonable operating procedure, be scheduled consecutively. 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".

B. Service Day: The service day shall begin at 12:01 A.M., and extend to 12:00 midnight.

### C. Afternoon and Night Shift:

1. For the purpose of determining shift premium, the day shift is any shift that regularly starts at or after 4:00 A.M., but before 11:00 A.M. The afternoon shift is any shift that regularly starts at or after 11:00 A.M. but before 7:00 P.M. The night shift is any shift that regularly starts at or after 7:00 P.M., but before 4:00 A.M.
2. Employees who work on afternoon shifts shall be paid a forty-five cent (45¢) per hour premium and those working night shifts shall be paid a fifty cent (50¢) per hour premium. Employees working a relief schedule shall be paid a minimum of forty-five cents (45¢) per hour premium for all hours worked on the day shift and the applicable shift premium for all hours worked on the afternoon or night shift.

Relief shift employees shall be defined as those employees whose assigned shifts, excluding overtime shifts, in any work week, includes any mixture of day, afternoon or night shifts as defined in 18-C-1. The relief shift premium shall not be paid for assignment changes made by mutual consent of the employee and Employer to accommodate the employee.

3. Afternoon shift premium shall be paid for all overtime following the afternoon shift. Night shift premium shall be paid for all overtime following the night shift. Where overtime constitutes a complete additional shift, the premium paid shall be determined either by construing the assignment as a new shift or continuation of the old shift, whichever would provide the greater premium. Shift premium shall be taken into consideration in computing overtime pay.
4. When an employee is called in to fill a vacancy on a regularly assigned afternoon or night shift, in whole or in part, he shall be paid the appropriate shift premium.
5. Employees who work when most employees are generally excused during an "emergency" period declared by the Mayor shall be granted eight (8) hours compensatory time off for any regularly scheduled non-overtime shift, in addition to their regular pay in accordance with Sections 18, 19 and 20 of this Agreement.

D. Two Coffee Breaks of not less than fifteen (15) minutes per shift shall be permitted according to departmental policy.

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

F. Employees unable to report for work or returning to work after an absence of up to one week shall call in a minimum of one (1) hour prior to the start of their shift. Employees who have been absent for a period in excess of one (1) week will be required to give a minimum of twenty-four (24) hours notice prior to start of their shift. Failure to call may result in the employee being denied the right to work that day and possible disciplinary action, unless justifiable cause existed for failure to call. Tardiness of less than thirty (30) minutes shall not result in the employee being denied the right to work that day. All employees will be given a proper telephone number and title of the supervisor or designee to be notified.

G. An employee who reports to work at his scheduled starting time when he has not been notified that no work is available shall be entitled to work his scheduled hours or receive pay for his scheduled hours provided that he complies with the reporting rules in Paragraph F. This paragraph shall apply only to regularly scheduled working hours and shall not apply to overtime hours.

H. All of the above provisions pertaining to Chapter 13, shall be in accordance with Chapter 13, Article 5 of the Municipal Code of the City of Detroit.

19. OVERTIME

A. Time and one-half (one hundred and fifty percent (150%)) of basic or hourly rate will be paid for 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 shifts starting within eight (8) hours of the quitting time of an employee's previous shift, except those hours worked on the seventh day or a holiday.
- 4(a). All hours worked on the 5th scheduled work day in a week when a holiday or excused time day falls on an employee's scheduled day off, if the employee has worked each of his scheduled work days in the week, or otherwise has been excused and paid for absences. This same provision shall apply to the 4th scheduled work day in a week as well, if holidays or excused time days fall on both of an employee's scheduled off days.
- 4(b). If an employee is off on vacation, or sick leave, or excused time off which constitutes one entire payroll period the provisions of paragraph 4(a) shall not apply.

B. Double time (two hundred percent (200%)) of basic hourly rate will be paid for hourly rate employees for all hours worked on a seventh day.

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

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

E. Employees who have worked sixteen (16) consecutive hours and who are scheduled to work an additional consecutive eight (8) hour shift shall not work this shift, but shall receive four (4) hours straight time pay at their regular rate.

F. The City shall endeavor to distribute relative equal amounts of overtime within classification among employees in a plant.

G. In the event notice of overtime scheduling cannot be resolved at the department level, the Union shall have the right to request Labor Relations to participate in a Special conference in order to resolve the issue.

H. All of the above provisions shall be in accordance with Chapter 13, Article 2, of the Detroit City Code and the Michigan Minimum Wage Law, provided that any basic conflicts with such provisions shall be resolved by amendments to Chapter 13.

#### 20. 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, he shall be paid eight (8) hours pay for the holiday.

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

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

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

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

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

G. Employees shall be granted four (4) hours of "Excused Time" on Good Friday or the last four (4) hours on the last scheduled paid day prior to Good Friday, and eight (8) hours of "Excused Time" on the last scheduled paid day before Christmas Day and before New Year's Day and for 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 additional pay at straight time for such hours. 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 calendar holiday shall be the holiday for employees assigned to six and seven day operations. When two or more employees in the same class normally work the day of the holiday and the City elects to schedule one or more off, the least senior employee on that shift shall work the holiday unless the more senior desires to work.

L. City departments shall have the option to close all or part of their facilities, or reduce operations affecting bargaining unit members, during the Christmas and New Year's holiday season consistent with operating needs and the public service, and provided such departmental action affecting bargaining unit members is consistent with legal requirements. Where operations are reduced, employees will be given the opportunity for the available work in their classification by seniority preference.

Employees who do not work the days of the optional holiday season 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.

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

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

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.

M. The Holiday Schedule during the term of this Agreement is set forth in Schedule F.

## 21. 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 (1,800) 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 times most desired by employees according to their seniority as follows: Vacation requests shall be submitted during the last two weeks of February. The annual vacation schedule shall be posted prior to March 31. Choice of vacation shall be honored on a basis of plant seniority within classification unless otherwise agreed to by the Union. There shall be no forced vacations except those necessary to prevent a carry-over of vacation time in excess of forty (40) days on any July 1st. Unposted vacation time may be taken provided the

Employer approves and there is no conflict with posted vacation time, except that only posted vacation time may be taken on the days preceding or following a paid holiday unless otherwise agreed to between the City and the Union. Posted vacation time of an employee temporarily transferred for purpose of relief shall be honored.

2. Vacations may be taken in a period of consecutive days or split into one or more weeks.

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

4. When an official holiday occurs during an employee's posted vacation, the employee shall not be charged a vacation day for the holiday.

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

#### D. VACATION PRORATION:

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

#### E. CREDITING VACATION:

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

with more time than he 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 existing vacation bank, then to his swing holiday bank, or failing sufficient time in those two banks, he 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 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 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 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 may request his check in advance before going on vacation and such request shall be granted. Advances for other purposes may be granted at the option of the department.

22. WAGES

Effective October 1, 1989, wage rates for classifications in the Bargaining Unit shall be in accordance with Schedule A-1.

Effective October 1, 1990, wage rates for classifications in the Bargaining Unit shall be in accordance with Schedule A-2.

Effective October 1, 1991, wage rates for classifications in the Bargaining Unit shall be in accordance with Schedule A-3.

## Miscellaneous

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

2. The combined rates of Boiler Operator - Low Pressure and Rink and Boiler Operator shall be computed as follows:

16 weeks at Rink and Boiler Operator  
36 weeks at Boiler Operator - Low Pressure

3. Effective July 1, 1980 employee benefits for those employees sixty-five (65) years of age or 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).

4. 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.

## 23. UNIFORMS

### Uniform and Clothing Allowance

1. Employees who are required to wear a specific uniform will be paid a \$170 annual uniform allowance. An employee will not be eligible for this allowance if his uniform is provided to him by the City.

2. All eligible employees shall be paid their uniform allowance as close to September 1st of each year as is administratively possible. Newly hired eligible employees will receive their allowance only upon completion of ninety (90) days of City service.



3. All members of the bargaining unit who are eligible for a clothing allowance based on the guidelines set forth in the Closing Resolution shall receive an annual clothing allowance of \$85 per year (see Schedule H).

24. MILEAGE AND TRAVEL ALLOWANCE

See Memorandum of Understanding - Re: Mileage Reimbursement.

25. POSITION ALLOCATIONS, NEW JOBS AND CHANGED ASSIGNMENTS

A. The employer shall have the right to establish, evaluate, change or obsolete jobs, provided such action on the part of the employer shall not be directed toward reducing the rate of a job or removing a position from the bargaining unit in which no substantial change in the job or the qualifications itself has occurred.

B. Attached as Schedule E is a list of the current position allocations recognized by the parties. No changes in these position allocations can be made without prior discussion with the Union. Additional bargaining unit positions may be added to meet departmental operating needs.

C. Whenever, new equipment or a new job involving work allocated to classifications in the bargaining unit is made operational, the employer shall establish the position allocation. In the event a new or changed classification is required, the employer will notify the Union within thirty (30) days after such new or changed classification is established and meet with the Union to negotiate the rate.

D. Any changes in work assignments in existing positions which may affect the proper classification of the position or positions shall be a proper subject for special conference. If after discussion with the employer, the Union considers such changes to be inconsistent with the terms of this Agreement, it may initiate a grievance or request a classification survey by the Personnel Department. The Union will be given opportunity to participate in any such survey.

The Personnel Department will endeavor to complete a position classification survey within ninety (90) calendar days. If for any reason the survey can not be completed within this period, the Union will be advised as to the reasons and cause of the delay.

26. JURY DUTY

A. Employees who serve on jury duty will be paid the difference between their pay for jury duty and their regular pay for all days they are required to serve on jury duty in accordance with the Common Council Resolution of March 16, 1965, J.C.C. page 459, as amended.

B. In the event that employees report for jury duty but do not actually serve on a jury, they will be paid the difference between the jury pay received and their regular day's pay and be excused for the day.

C. In order to receive payment for jury duty supplementation, employees must have been regularly scheduled to work on a non-overtime basis, must give reasonably prompt prior notice to their supervisor that they have been summoned for jury duty, and must furnish satisfactory evidence that they reported for or performed jury duty on the days for which they claim such payment. The provisions of this section are not applicable to employees, who, without being summoned, volunteered for jury duty.

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

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

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

F. Jury Duty shall be considered as time worked.

G. Employees on jury duty will be continued on the payroll and be paid at their straight time hourly rate for their normal scheduled hours of work. Upon return from jury duty, the employees shall present evidence of the amount received from such jury duty and return that amount to the City, less any mileage allowance paid for the jury service.

If employees fail to turn in their jury duty payment, the City will hold subsequent payments due the employees until the City is reimbursed for all time lost due to the alleged jury duty service.

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

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

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

Single person	\$100.06
Two person	238.29
Family	253.54

Fifty percent 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.) co-pay (Certificate #87) known as the two dollar (\$2.) deductible Drug Rider as provided by City Council in the 1977-78 Closing Resolution. The City will pay this premium for regular retirees and their spouses for only as long as they receive a pension from the City. For persons who retire on or after July 1, 1986, the City will pay up to the following amounts per month for hospitalization and medical insurance:

Single person	\$100.06
Two person	238.29

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

E. The City Blue Cross hospitalization plan for active employees and their dependents and retirees and their spouses shall include Blue Cross Master Medical insurance with a twenty percent (20%) co-pay benefit and a fifty dollar (\$50) per person annual deductible (\$100 for two or more in a family).

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

Single Person  
Two Persons  
Family

G. The City shall provide for all active employees and their dependents a Dental Plan which shall be equivalent to the Blue Cross/Blue Shield program which provides Class I benefit on a 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 (2) years.

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

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

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

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

## 28. 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 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.



29. UNEMPLOYMENT COMPENSATION - SUPPLEMENTAL UNEMPLOYMENT BENEFITS

A. Unemployment Compensation

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

B. Supplemental Unemployment Plan

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

Section 1. Application for Supplemental Unemployment Benefits.

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

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

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

- applicant has no option to refuse under the Collective Bargaining Agreement;
- 5) has not failed to report for interview within five (5) working days after notice of recall from the City;
  - 6) has not failed through any fault of his/her own to report for hire at the employing department within five (5) working days after certification;
  - 7) was not eligible for and was not claiming any accident or sickness or other disability benefit (other than a disability benefit which would be payable to the applicant whether he/she was working full time or not or a survivor's allowance under Workers' Compensation laws), whether publicly or privately financed, or a pension or retirement benefit financed in whole or in part by the City;
  - 8) was not in military service;
  - 9) did not receive any unemployment benefit from, or under any contract, plan or arrangement of, any other employer, and he/she was not eligible for such a benefit from, or under any contract, plan or arrangement of, any employer with whom he/she has greater seniority than with the City;
  - 10) must have been on continuous layoff from the City for a period of thirty 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) 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.

30. SICK LEAVE

1. All employees who shall have completed three (3) months of continuous service shall be granted one (1) day of sick leave for every service month of not less than eighteen (18) normal service days, not to exceed twelve (12) sick leave days in any one fiscal year. Sick leave earned after July 1, 1971 may accumulate without limitation.

The service month shall be defined in schedule (C). All employees must be on the payroll for the entire month to be credited with sick leave.

2. Reserve sick leave of five (5) service days shall be granted on July 1st to all employees with a full year of service on an annual basis. All reserve sick leave earned after July 1, 1971 may accumulate without limitation.
3. Sick leave may not be granted in anticipation of future service.
4. Sick leave balances shall be expressed in terms of hours and shall be posted on the employee's check stub.
5. Sick leave shall be granted for the following purposes:
  - a. Absence due to personal illness.
  - b. Absence not to exceed three (3) days due to exposure to contagious disease and/or attendance upon immediate members of the family within the household of the employee where necessary.

The term "immediate family" shall be construed to include husband, wife, children, father, mother, brothers and sisters and also relatives living in the same household.

- c. Absence not to exceed five (5) days in a fiscal year, for personal business which cannot be taken care of outside of working hours. Request for personal business absence shall be made to the supervisor two (2) days in advance except in cases of emergency.
6. Evidence of illness must be provided by medical certificate or the proof required by the supervisor for any sick leave granted beyond three (3) consecutive days. At the discretion of the department head, employees may be required to furnish proof of one (1) day illnesses for the following reasons:
    1. When they are placed on attendance review as required by the City's Attendance Control Program.
    2. When they wish to take a sick leave day on;
      - a. the day before, the day of, or the day after a holiday
      - b. the day before or the day after a scheduled vacation day
      - c. days on which there is a strike by this bargaining unit or another bargaining unit which affects the work locations of employees in this bargaining unit.
      - d. days on which there is an "emergency" because of weather or other circumstances and essential employees are required to report to work.

Verification may include examination by physician selected by the department head.

7. Employees off due to illness or injury shall be required to call in each day of their absence unless in the judgment of the supervisor, the illness or injury is severe enough or of a continuing nature to limit calling in on other than a daily basis.
8. Employees who have accumulated a total of forty-five (45) unused sick days on July 1, 1989 forty-seven (47) or more unused sick days on July 1, 1990 and fifty (50) or more on July 1, 1991 shall receive up to five (5) bonus vacation days based upon their sick leave usage in the previous fiscal year. Such time shall be credited according to the following table:

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.

9. Income Protection Plan

See Attached Schedule D for details.

10. All of the above provisions 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 agreement.

31. PENSION BENEFITS

All employees of the City of Detroit except members or retirants of the Policemen and Firemen Retirement System are eligible for retirement benefits under the specific provisions of the City Charter, Title IX, Chapter VI.

Summarized generally by way of illustration herewith, are the benefits available. If any conflict occurs between the provisions generally outlined below and the Charter provisions, the latter shall govern.

I. SERVICE RETIREMENT

A. Eligibility:

1. Age 60 with a minimum of 10 years of service credit.
2. 30 years of service credit.
3. Employees who started before 7-1-38 may retire with 25 years of service credit regardless of age.



4. Age 65 with a minimum of 8 years of service credit.

B. Benefits:

1. Basic Pension - \$120 per year.
2. Membership Service Pension - 1.4% of Average Final Compensation for each year of service credit.
3. Prior Service Pension - 1-2/3% of Average Final Compensation for each year of service credit (see Charter, Title IX, Chapter VI, Section 2 for further details).
4. Annuity - At the time of service retirement an employee will be given the choice regarding the return of his accumulated contributions to either:
  - (a) Receive monthly annuity payments based upon the actuarial equivalent of the employee's contributions, or
  - (b) Receive all or part of his accumulated contributions and interest accrued thereon in a lump sum.

Employees have the option of reduced retirement allowances to provide survivor's benefits for dependents.

II. DUTY DISABILITY RETIREMENT

A. Eligibility: No service requirement

B. Benefits:

1. Pension of 2/3 of Average Final Compensation to age 60 - maximum \$3,600 per year.
2. Cash refund annuity from accumulated contributions.

Duty disability retirement converts to service retirement at age 60 with augmented annuity and service credit for period on disability.

III. NON-DISABILITY RETIREMENT

A. Eligibility: Ten years of service credit.

B. Benefits:

1. Basic Pension - \$120 per year.
2. 1.4% of Average Final Compensation times years of service credit.

3. Prior Service Pension - 1-2/3% of Average Final Compensation for each year of service credit (see Charter, Title IX, Chapter VI, Section 2 for further details).
4. Cash refund annuity from accumulated contributions.

Maximum benefit to age 60 is \$2,400 per year, plus annuity. Non-duty disability retirement converts to service retirement at age 60.

#### IV. BENEFITS FOR WIDOWS OR WIDOWERS - GENERALLY

The widow, or widower, of employees who die in active service after having acquired 20 years of credited service (or 10 years at age 60), may receive a retirement allowance computed in the same manner as the service retirement allowance.

#### V. VESTED PENSION

##### A. Eligibility to Vest

Employees hired prior to July 1, 1980: Age 40 and minimum of 8 years of service.

Employees hired on or after July 1, 1980: 10 years of service.

##### B. Eligibility to Collect Pension

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.

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

NOTE: MEMBERSHIP SERVICE MEANS ALL SERVICE RENDERED AFTER JULY 1, 1938 (1-1-40 FOR D.S.R.). PRIOR SERVICE MEANS ALL SERVICE RENDERED BEFORE 7-1-38 (1-1-40 FOR D.S.R.). AVERAGE FINAL COMPENSATION MEANS HIGHEST AVERAGE COMPENSATION RECEIVED DURING ANY FIVE CONSECUTIVE YEARS OUT OF LAST TEN YEARS OF CREDIT SERVICE.

VI. 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.

VII. Members of the general City pension system shall be entitled to change their pension option from either 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.

VIII. 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.

IX. 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.

## 32. JURISDICTION

A. Employees of the City not covered by the terms of this Agreement shall not perform work allocated to classifications in the bargaining unit except for the purposes of instruction, training, experimentation or in cases of emergency. This provision shall not apply to employees in other classifications where they perform some work performed by bargaining unit members but where such work is incidental to other duties and is currently recognized in their job classifications.

B. The right of contracting or sub-contracting is vested in the City. The right to contract or sub-contract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members, nor shall it be used to reduce or replace those bargaining unit positions outlined in Schedule E, nor in the event of an extension of service to avoid performance of work allocated to classifications in the bargaining unit. No seniority employee shall be laid off or demoted or caused to suffer a reduction in overtime work as a direct and immediate result of work performed by an outside contractor.

In cases of contracting or sub-contracting affecting employees covered by this Agreement, the City will hold advance discussion with the Union prior to letting the contract. The Union will be advised of the nature, scope and terms of the contractual work to be performed and the reasons the City is contemplating contracting out the work.

33. BULLETIN BOARDS

The City will furnish for this local union one (1) glass enclosed bulletin board with provisions for lock and key at each of the agreed locations. The boards shall be used only for the following notices:

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

Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the City, any of its employees, or any labor organization among its employees, and no material, notices or announcements which violate the provisions of this section shall be posted.

34. MAINTENANCE OF CONDITIONS

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

35. SUCCESSOR CLAUSE

The Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assignees. In the event all or part of the present operation is sold, leased, transferred or taken over

by sale, transfer, lease or assignment, by a non-profit, private, or public corporation such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof, provided the property continues operation.

36. 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 be approved by Labor Relations and terminate in the manner specified in Article 44, herein.

37. SAVINGS CLAUSE

If any Article or Section of this Agreement or any supplements 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.

Insofar as any provisions of this agreement shall conflict with any rule, ordinance or resolution of the City, appropriate City amendatory or other action shall be taken to render such rule, ordinance or resolution compatible with this agreement, subsequent to the approval and execution of this agreement.

38. SAFETY

The Employer agrees that he will not assign any employee to any known unsafe operation or to operation of unsafe equipment. It shall be the responsibility of the employee to report any unsafe operation to his immediate supervisor.

A complaint regarding safety shall be discussed at a meeting between the steward and the supervisor of the operation involved within twenty-four (24) hours of the complaint.

If the complaint is not resolved by the supervisor, the union steward shall submit the complaint in writing to the department's safety officer or his representative.



If the complaint is not resolved within forty-eight (48) hours after being submitted in writing to the department's safety representative, it shall become a proper matter for the Grievance Procedure at Step 4.

A joint departmental safety committee, hereinafter referred to as a Departmental Safety Committee, will be established in each department where the union has jurisdiction. The committee shall consist of one member of the department and one member of the Union who shall meet on health and safety problems and any training related thereto.

39. CENTRAL PENSION FUND :

The City agrees to contribute five cents (5¢) per hour, to the Central Pension fund of the International Union of Operating Engineers and Participating Employers. The contribution will be based only on actual hours worked and shall exclude any time paid as a premium for working holidays or overtime.

40. 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.

41. UNUSED SICK LEAVE ON RETIREMENT

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

B. All the above shall otherwise be in accordance with the City Council Resolution of November 8, 1961, J.C.C. p. 2292 as amended.

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

42. PROTECTION CLAUSE

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

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

43. DEATH BENEFITS AND LIFE INSURANCE

A. DEATH BENEFITS

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

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

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

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

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

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

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

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

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

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

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

C. GROUP LIFE INSURANCE

A group life insurance program for the employee and his/her family is available for all members of the 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 to Employee</u>	<u>Amount of Insurance</u>
a) For employees hired prior to December 21, 1973	
25¢ per week	\$1,500 each dependent
70¢ per week	\$5,000 each dependent

b) For employees hired on or after December 21, 1973

70¢ per week

\$5,000 each dependent

D.

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

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

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

#### 44. DURATION

This Agreement when executed by the parties hereto shall become effective upon the effective date of the Resolution of Approval of the City Council as provided by law.

A. This Agreement shall continue in full force and effect until 11:59 p.m., September 30, 1992.

B. If either party desires to terminate this Agreement it shall give written notice ninety (90) days prior to the termination date.



If neither party gives notice of termination or if either party withdraws a notice prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) calendar days written notice prior to the next anniversary of termination.

C. If either party desires to modify or change this Agreement it shall, ninety (90) days prior to the termination date or any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be part of this Agreement without modifying and changing any of the other terms of this Agreement.

D. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union, International Union of Operating Engineers, Local #547, AFL-CIO, 13020 Puritan, Detroit, Michigan 48227 and if to the City addressed to Labor Relations Division, 332 City-County Building, Detroit, Michigan 48226 or to any other such address the Union or the City may make available to each other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 24<sup>th</sup> day of July, 1990.

INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL #547

CITY OF DETROIT

Phillip Schloop  
Phillip Schloop, Business Manager

Coleman A. Young  
Coleman A. Young, Mayor

Robert Jones  
Robert Jones, President

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

Jennifer Trudeau  
Jennifer Trudeau, Recording  
Correspondence Secretary

Joyce Garrett  
Joyce Garrett, Director  
Personnel Department

Bella Marshall  
Bella Marshall, Director  
Finance Department

Donald Pailen  
Donald Pailen, Corporation Counsel  
Law Department

APPROVED AND CONFIRMED BY  
THE CITY COUNCIL. SEP 12 1990

Jeffery D. Blaine  
JEFFERY D. BLAINE  
DEPUTY CITY CLERK

SCHEDULE A - 1

Wage Rates Effective October 1, 1989

Senior Power Plant Operator*	17.56	18.26
Senior Heating Plant Operator*	16.025	16.66
Power Plant Operator*	14.38	14.95
Heating Plant Operator*	13.655	14.20
Assistant Power Plant Operator*	12.64	13.145
Assistant Heating Plant Operator*	12.64	13.145
Boiler Operator - High Pressure	11.48	11.705
Building Operator I	10.44	10.65
Boiler Operator - Low Pressure	10.44	10.65
REO - 1st Class	14.305	14.585
REO - 2nd Class	13.69	13.95
REO - 3rd Class - General	11.73	11.96
REO - 3rd Class - Ice Rinks	11.73	11.96
Building Mechanic	13.32	13.59
Building Operator II	12.34	12.585
REO - Trainee	11.73	11.96
Rink and Boiler Operator - Skating	12.89	13.145
Park Utility Worker	11.125	11.35
Assistant Park Utility Worker	10.35	10.565
Building Control Station Operator	14.035	14.305

NOTE: Employees shall advance to the maximum after ninety days. Employees in those classes marked with an \* who do not have the necessary license for the classification on or after January 1, 1985 shall be paid the minimum rate shown until they secure the license. Employees in these classes who do not have the required license on or after January 1, 1985 but who have passed the Buildings and Safety Engineering written license exam by January 1, 1985 but are awaiting the opportunity to take the oral examination shall be paid the maximum rate until such time as the first date to take the oral exam occurs. If they pass the oral exam they shall be paid the maximum rate. If they fail to take the exam or fail the exam they shall begin to receive the minimum rate.

SCHEDULE A - 2

Wage Rates Effective October 1, 1990

Senior Power Plant Operator*	18.265	18.995
Senior Heating Plant Operator*	16.67	17.33
Power Plant Operator*	14.96	15.55
Heating Plant Operator*	14.205	14.77
Assistant Power Plant Operator*	13.15	13.675
Assistant Heating Plant Operator*	13.15	13.675
Boiler Operator - High Pressure	11.94	12.175
Building Operator I	10.86	11.08
Boiler Operator - Low Pressure	10.86	11.08
REO - 1st Class	14.88	15.17
REO - 2nd Class	14.24	14.51
REO - 3rd Class - General	12.20	12.44
REO - 3rd Class - Ice Rinks	12.20	12.44
Building Mechanic	13.855	14.135
Building Operator II	12.835	13.09
REO - Trainee	12.20	12.44
Rink and Boiler Operator - Skating	13.41	13.675
Park Utility Worker	11.57	11.805
Assistant Park Utility Worker	10.765	10.99
Building Control Station Operator	14.60	14.88

NOTE: Employees shall advance to the maximum after ninety days. Employees in those classes marked with an \* who do not have the necessary license for the classification on or after January 1, 1985 shall be paid the minimum rate shown until they secure the license. Employees in these classes who do not have the required license on or after January 1, 1985 but who have passed the Buildings and Safety Engineering written license exam by January 1, 1985 but are awaiting the opportunity to take the oral examination shall be paid the maximum rate until such time as the first date to take the oral exam occurs. If they pass the oral exam they shall be paid the maximum rate. If they fail to take the exam or fail the exam they shall begin to receive the minimum rate.

SCHEDULE A - 3

Wage Rates Effective October 1, 1991

Senior Power Plant Operator*	19.00	19.755
Senior Heating Plant Operator*	17.34	18.025
Power Plant Operator*	15.56	16.175
Heating Plant Operator*	14.775	15.365
Assistant Power Plant Operator*	13.68	14.225
Assistant Heating Plant Operator*	13.68	14.225
Boiler Operator - High Pressure	12.42	12.665
Building Operator I	11.295	11.525
Boiler Operator - Low Pressure	11.295	11.525
REO - 1st Class	15.48	15.78
REO - 2nd Class	14.81	15.095
REO - 3rd Class - General	12.69	12.94
REO - 3rd Class - Ice Rinks	12.69	12.94
Building Mechanic	14.41	14.705
Building Operator II	13.35	13.615
REO - Trainee	12.69	12.94
Rink and Boiler Operator - Skating	13.95	14.225
Park Utility Worker	12.035	12.28
Assistant Park Utility Worker	11.20	11.43
Building Control Station Operator	15.185	15.48

NOTE: Employees shall advance to the maximum after ninety days. Employees in those classes marked with an \* who do not have the necessary license for the classification on or after January 1, 1985 shall be paid the minimum rate shown until they secure the license. Employees in these classes who do not have the required license on or after January 1, 1985 but who have passed the Buildings and Safety Engineering written license exam by January 1, 1985 but are awaiting the opportunity to take the oral examination shall be paid the maximum rate until such time as the first date to take the oral exam occurs. If they pass the oral exam they shall be paid the maximum rate. If they fail to take the exam or fail the exam they shall begin to receive the minimum rate.



SCHEDULE A - 4

APPRENTICE RATES

		<u>1989-90</u>
Step 1		\$ 9.38
Step 2	(6 Months)	\$10.15
Step 3	(12 Months)	\$10.95
Step 4	(18 Months)	\$11.73
Step 5	(24 Months)	\$12.51
Step 6	(30 Months)	\$13.30
Step 7	(36 Months)	\$14.08
Step 8	(42 Months)	\$14.86

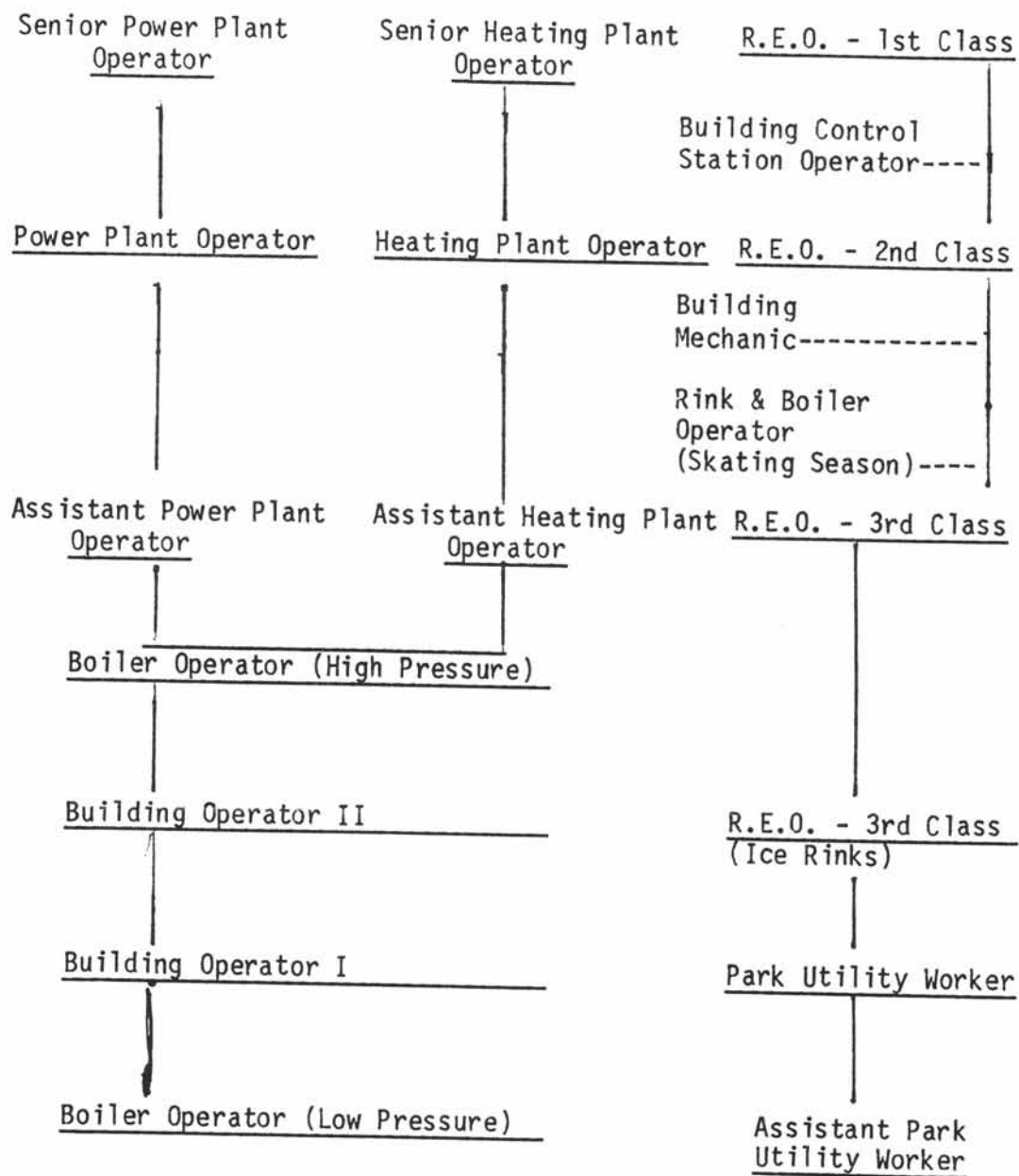
In 1990-91 and 1991-92, the above rates will be adjusted by the joint Apprenticeship Committee. Said adjustments may not exceed 4% on any of the above step levels in 1990-91 and not more than 8% for 1990-91 and 1991-92.

SCHEDULE A - 5

Power Plant Trainee Classification

1989-90	\$10.30	\$11.865
1990-91	\$10.715	\$12.34
1991-92	\$11.145	\$12.835

SCHEDULE B  
PROMOTION SERIES



NOTE: Trainee and Apprentice Classes not included.

Schedule C-1

1989-90

SICK LEAVE ACCRUAL SCHEDULE

<u>Month</u>	<u>Monthly Period*</u>	<u>Paydays in Monthly Period</u>	<u>Sick Leave Credited</u>	<u>First Day Sick Leave May Be Taken</u>
1989	July	June 26-July 30	July 7, 14, 21, 28, Aug. 4	Aug. 1
	Aug.	July 31-Aug. 27	Aug. 11, 18, 25, Sept. 1	Sept. 1
	Sept.	Aug. 28-Sept. 24	Sept. 8, 15, 22, 29	Oct. 1
	Oct.	Sept. 25-Oct. 29	Oct. 6, 13, 20, 27, Nov. 3	Nov. 1
	Nov.	Oct. 30-Nov. 26	Nov. 9, 17, 22, Dec. 1	Dec. 1
	Dec.	Nov. 27-Dec. 24	Dec. 8, 15, 21, 28	Jan. 1
1990	Jan.	Dec. 25-Jan. 28	Jan. 5, 12, 19, 26, Feb. 2	Feb. 1
	Feb.	Jan. 29-Feb. 25	Feb. 9, 16, 23, Mar. 2	Mar. 1
	Mar.	Feb. 26-Mar. 25	Mar. 9, 16, 23, 30	Apr. 1
	Apr.	Mar. 26-Apr. 29	Apr. 6, 13, 20, 27, May 4	May 1
	May	Apr. 30-May 27	May 11, 18, 25, June 1	June 1
	June	May 28-June 24	June 8, 15, 22, 29	July 1

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

Schedule C-2

1990-91

SICK LEAVE ACCRUAL SCHEDULE

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

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



Schedule C-3

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. 1
	Aug.	July 29-Aug. 25	Aug. 9,16,23,30	Sept. 1
	Sept.	Aug. 26-Sept. 29	Sept. 6,13,20,27, Oct. 4	Oct. 1
	Oct.	Sept. 30-Oct. 27	Oct. 11,18,25, Nov. 1	Nov. 1
	Nov.	Oct. 28-Nov. 24	Nov. 8,15,22,27	Dec. 1
	Dec.	Nov. 25-Dec. 22	Dec. 6,13,20,27	Jan. 1
1992	Jan.	Dec. 23-Jan. 26	Jan. 3,10,17,24,31	Feb. 1
	Feb.	Jan. 27-Feb. 23	Feb. 7,14,21,28	Mar. 1
	Mar.	Feb. 24-Mar. 29	Mar. 6,13,20,27, Apr. 3	Apr. 1
	Apr.	Mar.30-Apr. 26	Apr. 10,17,24, May 1	May 1
	May	Apr. 27-May 31	May 8,15,22,29, June 5	June 1
	June	June 1-June 28	June 12,19,26, July 2	July 1

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

SCHEDULE D

LONG TERM DISABILITY INSURANCE  
(INCOME PROTECTION PLAN)

NOTE: IT IS IMPORTANT FOR EMPLOYEES TO APPLY FOR THIS BENEFIT AS SOON AS THEY BELIEVE THAT THEY WILL BE DISABLED FOR AN EXTENDED PERIOD OF TIME IN ORDER TO RECEIVE THE BENEFITS. (See provisions I-C & II-B).

I. PROVISIONS RELATING TO ELIGIBILITY

A. Employees Eligible

All full time classified and appointed civilian employees will be eligible for insurance upon completion of three (3) years of continuous employment.

B. Effective Date

The effective date of the insurance is the date he becomes eligible.

Employees not performing each and every duty of their occupation on the last work day immediately before the date they would become insured, shall become insured on the date they resume such duties.

C. Applying for Benefits

Eligible employees who become disabled must apply through their department to the City Pension Bureau within sixty (60) days after becoming disabled.

II. DETERMINING THE AMOUNT OF THE DISABILITY BENEFIT

A. Monthly Accident-Sickness Benefit

The benefit shall be \$200 per month unless:

(1) When added to the following benefits: (i) workers' compensation; (ii) social security disability insurance; and (iii) city disability pension, if the total exceeds 90% of "take home" pay, as defined, this benefit will be reduced to provide that this benefit plus the other above mentioned benefits equal 90% of "take home" pay; or

(2) When added to the following benefits; (i) workers' compensation; (ii) social security disability insurance; and (iii) city disability pension, if the total is less than 75% of "take home" pay, as defined, this benefit will be increased to provide that this benefit plus the other above mentioned benefits equal 75% of "take home" pay; but this benefit shall not exceed \$1,500 per month.

Benefits payable under this plan are determined as percentages of "take home" pay. The following definitions shall be used in determining "take home" pay:

- (a) Take-home pay is defined as gross pay per month from the City less Social Security deductions, and less federal, state and city income tax withholding.
- (b) Gross pay per month is an employee's annual rate of pay from the City as of the date of disability, divided by twelve (12).
- (c) Social Security deductions - shall be one-twelfth (1/12) of the maximum annual Social Security tax payable by an employee based on the employee's annual rate of pay as determined in (b) above.
- (d) Federal, state and city withholding - These amounts are determined as the normal amount of withholding applicable to an individual's gross pay per month for the actual number of dependents an employee has as of the date of disability. Dependents include all members of the immediate family who are deductible for income tax purposes.

#### B. Waiting Period Before Benefits Are Payable

There is a waiting period of two hundred and seventy (270) days of continuous total disability, or the employee's accumulated sick leave time, whichever is greater. Sick leave time as used herein, will include vacation and compensatory (unpaid overtime credits) time. For purposes of this elimination provision the election of a lump sum payment for a period of vacation and for compensatory time shall be considered to be paid as though such time were run out on normal payroll time.

C. Maximum Period of Benefits

A period equal to one-half the employee's service with the City, rounded to the nearest month; except that benefits payable due to psychiatric disorders not requiring confinement shall be limited to not more than two (2) years.

D. Conditions for Payment

A period of disability for which coverage is provided must commence within thirty (30) days of an accident or, if due to sickness, while coverage is in force as to the employee. A disability which commences more than thirty (30) days after an accident shall be deemed the result of a sickness.

Benefits are payable from the first day following the expiration of the waiting period subject to the maximum period of benefits. The applicable waiting period shall neither commence nor continue, nor will benefits be paid for any period of disability during which the employee is not under the regular care and attendance of a currently licensed physician or surgeon other than himself unless waived by the Insurance Company and the City.

If a disability recurs as a result of the same or related cause or causes, it shall be deemed a continuation of the prior period of disability unless an intervening period of nine months has elapsed in which event the subsequent period shall be deemed the result of a new sickness and subject to a new waiting period and maximum period of benefits.

Termination of the policy or of an employee's coverage for any reasons shall be without prejudice to any claim originating prior to the date of termination.

E. Rehabilitative Employment Benefits

When, immediately following satisfaction of the waiting period or immediately following any period during which total disability benefits are payable, the employee engages in Rehabilitative Employment, the Insurance Company will pay for each month of such employment, the applicable monthly benefit less 80% of the amount of compensation or income the employee receives from such rehabilitative employment (not to exceed, in the aggregate, 24 months as the result of any one accident or sickness).

#### F. Partial Month Benefits

Benefits payable hereunder for periods which are less than one month will be paid on the basis of the 1/30th of the monthly benefit for each day of disability.

#### G. Definitions

"Total Disability" means the continuous inability of the employee to engage in each and every occupation or employment for wage or profit for which he is reasonably qualified by education, training or experience. However, during the applicable waiting period and the first 24 months thereafter the employee shall be deemed totally disabled while he is (1) unable to perform each and all the material duties pertaining to his occupation with the City, and (2) not engaged in any occupation or employment for wage or profit for which he is reasonably qualified by education, training or experience.

"His occupation" means any and every occupation or employment engaged in by the employee immediately prior to the date of the commencement of any loss covered hereunder.

"Rehabilitative Employment" means any occupation or employment for wage or profit, for which the employee is reasonably qualified by education, training or experience, engaged in by the employee while unable to fully perform his occupation as a result of injury or sickness.

"Regular care and attendance" means observation and treatment to the extent necessary under existing standards of medical practice for the condition causing disability.

"Injury" means bodily injury caused by an accident occurring while the policy is in force as to the employee and resulting directly and independently of all other causes in loss covered by the policy.

"Sickness" means sickness or disease causing loss commencing while the policy is in force as to the employee whose sickness is the basis of claim.

#### H. Pre-Existing Conditions

Any other provisions to the contrary, any disability commencing within 12 months immediately following the effective date of insurance of an employee, for which treatment was rendered during the 6 months prior to such employee's effective date of insurance shall not be considered as a disability hereunder.



## I. Waiver of Premiums

With respect to any employee who is totally disabled and receiving benefits hereunder for Total disability, the Insurance Company will waive payment of any premiums with respect to such employee for any period during which such benefits are payable. For any employee who is in the waiting period, and no longer on the City's payroll and awaiting the completion of the waiting period, the Insurance Company will waive payment of any premium.

## J. Choice of Physician and Surgeon

The employee shall have the right to select any physician or surgeon and a physician-patient relationship will be maintained. If the Insurance Company wishes to review the opinion presented by his doctor, the two doctors shall mutually select a third doctor, in accordance with provisions of the policy, whose opinion shall be binding on the case.

## III. MINIMUM BENEFIT PERIOD FOR SPECIFIC ACCIDENTS

If more than one loss listed results from one accident, the provisions of this section shall be applicable to only one of such losses, that for which the greater period is provided. If the employee dies before receiving the applicable monthly accident benefit for the minimum period provided, the balance remaining unpaid at the time of his death shall be paid to his beneficiary or his estate.

### Dismemberment and Loss of Sight

When injury results in any of the following losses within one hundred days after the date of the accident, the Insurance Company will pay the applicable monthly accident benefit for the period the employee is totally disabled and entitled to payment, but in no event will such payments be made after the date of such loss for less than the number of months set opposite the loss. In any event the waiting period must be satisfied. If death occurs before the waiting period is satisfied, no payment will be made.

Loss of both hands	46 months
Loss of both feet	46 months
Loss of the entire sight of both eyes	46 months
Loss of one hand and one foot	46 months
Loss of one hand and the entire sight of one eye	46 months

Loss of one foot and the entire sight of one eye	46 months
Loss of one hand	23 months
Loss of one foot	23 months
Loss of the entire sight of one eye	15 months
Loss of thumb and index finger of either hand	12 months

"Loss" as above used with reference to hand or foot means complete severance through or above the wrist or ankle joint, as used with reference to eye means the irrecoverable loss of the entire sight thereof and as used with reference to thumb and index finger means complete severance through or above the metacarpophalangeal joints.

#### IV. LIMITATIONS AND EXCLUSIONS

No Benefit will be payable under this coverage for any total disability:

- (a) Prior to the satisfaction of the waiting period;
- (b) Resulting from suicide or any attempt thereat while sane, or self-destruction or any attempt thereat while insane;
- (c) Resulting from declared or undeclared war or any act thereof, or from participating in a riot, or as the result of the commission of a felony by the employee;
- (d) Resulting from service in the Armed Forces of any country;
- (e) Resulting from injury sustained in consequence of riding as a passenger or otherwise in any vehicle or device used for aerial navigation;

#### V. DISABILITY COMMENCING DURING 12 MONTH PERIOD PRIOR TO AGE TERMINATION OF BENEFITS

If the disability commences prior to the claimant attaining the age of sixty (60) years, but after the claimant attains the age of 58 years and 3 months (or prior to attainment of age 55 years, but after 53 years and three (3) months with respect to those employees with thirty (30) or more years of service with the City), benefits will be paid for the period of such disability not to exceed one year, except that benefits under this provision shall also be reduced by the amount of any service retirement allowance paid by the City to the Claimant pursuant to Provisions of Title IX, Chapter VI of the City of Detroit Charter and policies of the General Retirement System.

## VI. TERMINATION OF INDIVIDUAL INSURANCE

The insurance of any employee shall terminate on the happening of any of the following events:

- (a) Immediately upon attainment of age 60 years or with 30 years of service with the City.
- (b) If insurance is provided on contributory basis and the employee fails to make the required contribution, then such insurance shall automatically terminate at the end of the period for which contribution has been made.
- (c) The date the employee leaves, due to leave of absence or voluntary layoff as defined by the City, or is dismissed from employment in a class eligible for insurance hereunder, except that absence from work due to involuntary layoff, as defined by the City, shall not be considered as termination of employment for a period of thirty (30) days next following the commencement of such involuntary layoff.
- (d) The date the employee becomes eligible to receive a service retirement allowance. A service retirement allowance is that amount consisting of the total of a pension and an annuity (if any) paid to an employee who withdraws from the City employ as a Service Retirant pursuant to the provisions of Title IX, Chapter VI of the City of Detroit Charter.
- (e) For non-payment of premiums by the City on behalf of an employee in which event such insurance shall automatically terminate at the end of the period for which premium has been paid.

Such termination shall be without prejudice to any claim of the employee originating prior thereto.

## VII. OTHER BENEFITS INCLUDED IN THE CITY'S INCOME PROTECTION PLAN

Separate from the Long-Term Disability Insurance Policy, the City will be continuing medical insurance coverage for disabled employees who qualify for Long-Term Disability Insurance, and will also pay a \$2,500 death benefit in lieu of the City of Detroit Death Benefit Plan to employees qualified for Long-Term Disability Insurance. The medical insurance and death benefit are payable without the elimination period required of the Long-Term Disability Policy. Since these two benefits are available sooner than 9 months it is doubly important that employees file for Long-Term Disability Insurance prior to 60 days after becoming disabled.

SCHEDULE E

POSITION ALLOCATIONS BASED ON CURRENT OPERATING NEEDS

<u>DEPARTMENT</u>	<u>POSITIONS</u>
ARTS	5 Building Mechanic
AVIATION	1 Boiler Operator - Low Pressure
CIVIC CENTER	7 Refrigeration Equipment Operator-1st Class 6 Refrigeration Equipment Operator-3rd Class 5 Building Control Station Operator 5 Building Mechanics
	NOTE: 4 other REO-3rd Class positions currently being surveyed to determine appropriate allocation.
ELECTIONS	1 Building Operator I
EMPLOYMENT AND TRAINING	1 Boiler Operator - Low Pressure
FIRE	4 Boiler Operator - Low Pressure 1 Building Operator I
HEALTH	1 Building Operator I
HISTORICAL Main Museum	2 Building Operator I
Fort Wayne	1 Building Operator I

HOUSING

Brewster-Douglas 4 Building Operator II  
(2 additional Building Operator I as required)

---

Charles Terrace 4 Boiler Operator - Low Pressure

---

Herman Gardens 4 Senior Heating Plant Operator  
1 Boiler Operator - High Pressure  
3 Building Operator I  
(3 additional Boiler Operator - High Pressure as required)

---

Jeffries 4 Senior Heating Plant Operator  
1 Boiler Operator - High Pressure  
3-4 Building Operator I  
(3 additional Boiler Operator - High Pressure as required)

---

Parkside 1 Heating Plant Operator  
4 Assistant Heating Plant Operator  
3 Building Operator I

---

Lee Plaza 4 Boiler Operator - Low Pressure

---

NOTE: An additional Senior Heating Plant Operator and 2-3 Building Operator I may be required for vacation/relief or to provide service and/or maintenance work at scattered sites.

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**MAYOR'S OFFICE**  
(Butzel Center) 2 Refrigeration Equipment Operator - 2nd Class  
(1 additional Building Operator I on payroll of Neighborhood Services Department)

---

**MUNICIPAL PARKING** 2 Building Operator I

---

**POLICE** 5 Building Operator I

---

PUBLIC LIGHTING

Herman Kiefer Plant      4 Senior Heating Plant Operator  
                                 1 Boiler Operator - High Pressure  
                                 (2 additional Boiler Operator - High Pressure as  
                                 required)

---

Grinnel Plant              1 Assistant Power Plant Operator  
                                 (subject to review upon replacement)

---

Mistersky Power  
Station                      8 Senior Power Plant Operator  
                                 12 Power Plant Operator  
                                 9 Assistant Power Plant Operator  
                                 6 Boiler Operator - High Pressure

---

Vacation/Relief  
Pool                          1 Senior Power Plant Operator  
                                 3 Power Plant Operator  
                                 2 Assistant Power Plant Operator  
                                 2 Boiler Operator - High Pressure

---

- NOTES: (1) Boiler Operator - High Pressure positions may be staffed  
by Power Plant Trainees.
- (2) Herman Kiefer Plant may be shut down during part of the  
year. Assigned employees may be transferred to other  
positions in the department, given alternate assignments  
and/or be required to liquidate some accrued vacation time  
during such period.
- 

PUBLIC WORKS

Asphalt Plant              4 Assistant Heating Plant Operator

---



PUBLIC WORKS (con't)

City-County Bldg. 5 Refrigeration Equipment Operator - 1st Class  
4-5 Refrigeration Equipment Operator - 3rd Class

---

Russell-Ferry, 3 Boiler Operator - Low Pressure/Building  
Southfield and Operator I  
Livernois Yards 3 Boiler Operator - Low Pressure (heating season  
only)  
(3 additional Boiler Operator - Low Pressure for  
heating season only as required)

---

RECREATION

Belle Isle Power 3 Park Utility Worker/Boiler Operator - Low  
Plant Pressure

---

Recreation Centers Patton, Considine, Adams-Butzel, Williams,  
Special Activities, 6500 East Jefferson, Belle  
Isle. 23-35 Boiler Operator - Low Pressure. The  
City reserves the right to close facilities  
and/or programs which would affect the number of  
employees in these centers.

---

Swimming Pools, Farwell, Clark, Ice Rinks, Brennan, Gatliff,  
Skating Rinks, Stone, Gardner, Maharas, McCabe, Lipke, Kemeny,  
Scott Fountain Kronk, Wheeler, Martens, Young, Johnson, Heilman,  
Brewer. 20-25 employees, as required to meet  
department needs, in classifications of Park  
Utility Worker, Boiler Operator - Low Pressure  
and Refrigeration Equipment Operator - 3rd Class  
(Ice Rinks). The City reserves the right to  
close facilities and/or programs which would  
affect the number of employees in these centers.

---

NOTE: Work location selections shall be as agreed to between the Union  
and the Recreation Department.

---

TRANSPORTATION

Central 4 Building Operator II

---

Coolidge 4 Boiler Operator - High Pressure

---

Gilbert 4 Boiler Operator - High Pressure

---

Shoemaker 4 Heating Plant Operator

---

Sign Shop 1 Boiler Operator - Low Pressure

---

NOTE: Planned technological changes at Coolidge and Gilbert Garages may necessitate changes in position allocations. Changes in allocations and/or number of positions shall be discussed with Union prior to implementation.

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WATER AND SEWERAGE

Water Board Bldg. 2 Building Operator I

---

Russell Street Bldg. 4 Boiler Operator - Low Pressure

---

ZOOLOGICAL PARKS 4 Boiler Operator - Low Pressure

---

Schedule F

H O L I D A Y   S C H E D U L E

1989-90

1990-91

1991-92

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

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

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

SCHEDULE G

CLASSIFICATIONS ELIGIBLE FOR CLOTHING ALLOWANCE

<u>CLASS CODE</u>	<u>CLASS TITLE</u>
74-40-21	Boiler Operator - High Pressure
74-40-11	Boiler Operator - Low Pressure
62-20-31	Building Operator I
74-20-23	REO - 3rd Class - Ice Rinks
53-10-20	Park Utility Worker
53-10-12	Assistant Park Utility Worker

SCHEDULE H

APPLICATION FOR PERMANENT INTER-DEPARTMENTAL TRANSFERS

Schedule H consists of a copy of a Personnel Department application for a permanent inter-departmental transfer. In accordance with Article 13, B, 2 this form must be filed with Personnel Department for a member to be eligible for a inter-departmental transfer based on seniority within a classification.

Request for inter-departmental transfers expire March 1st of each year. Employees desiring continuance of their request for inter-departmental transfers must renew their request on or after February 1st of each year.

SCHEDULE H

CITY OF DETROIT PERSONNEL DEPARTMENT

Certification Division  
333 City-County Building  
Detroit, Michigan 48226  
224-3735

APPLICATION FOR PERMANENT INTER-DEPARTMENTAL TRANSFER TO:

Title Requested: \_\_\_\_\_  
(A separate application must be filed for each title requested.)

Departments That You Will Accept:

If all are acceptable, check here

If not, list acceptable departments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name (Please Print) \_\_\_\_\_

Social Security No. \_\_\_\_\_

Home Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Present Title \_\_\_\_\_ Department \_\_\_\_\_

Present Bargaining Unit \_\_\_\_\_ Bargaining Unit of Requested Title  
(if known) \_\_\_\_\_

IMPORTANT:

Have you ever held the above requested title? \_\_\_\_\_

Department \_\_\_\_\_ Approximate dates \_\_\_\_\_

Have you ever been tested for this title? \_\_\_\_\_

Approximate date(s) \_\_\_\_\_ Results \_\_\_\_\_

Do you believe that you meet the minimum entrance qualifications as described in the specifications for this position? \_\_\_\_\_

REMARKS \_\_\_\_\_  
\_\_\_\_\_

NOTE: This request will be effective 30 days from the date it is filed with the Personnel Department, and will expire on June 30, 1992, unless otherwise specified by your union contract.

SIGNATURE \_\_\_\_\_

DO NOT WRITE BELOW THIS LINE

Date Received \_\_\_\_\_ by \_\_\_\_\_ Date Effective \_\_\_\_\_

Seniority Date \_\_\_\_\_

For IUOE members, forms are to be submitted by February 1st each year to be effective March 1st.



MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL #547

---

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 President of this Local Union shall designate one (1) City employee to devote full time to union duties and responsibilities, effective 4-1-78 subject to the following conditions:

1. The name of the Local Union Representative covered by this Memorandum on 4-1-78 shall be certified in writing by the President and any subsequent changes shall be certified in like manner and shall include the effective date of each change.
2. The Local Union Representative shall work full time solely on matters pertaining to this respective city local union. Other members of the local union will not be excused to attend meetings or grievance hearings as a substitute for the Local 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 is assigned, that he is on duty on each regular City business day. He must furnish said Department representative with a phone number where he can be contacted. In the event he is not available for duty he must notify said Department representative of the manner he wishes his time to be charged. The Representative shall not be considered available for duty if he is not in the City or area covered by his jurisdiction.

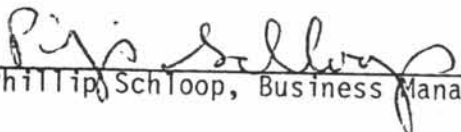
B. The compensation for the Local Union Representative qualifying above shall be the obligation of the City and shall be administered subject to and in accordance with the following:

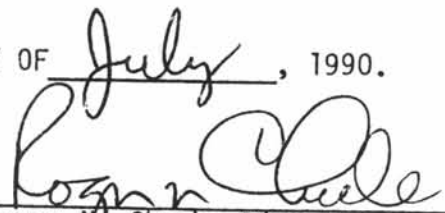
1. The Local Union Representative shall be paid a salary equivalent to the straight time weekly or biweekly rate which he would have received had he not assumed his elected position. His salary shall be adjusted in accordance with Article 22 of the Master Agreement. Said salary shall be full compensation for all time spent in his duties as Local Union Representative.
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 4-1-78 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 duties shall not be the responsibility of the City.

C. One of the primary purposes of this memorandum is to promote labor harmony between the City and its employees. When necessary either party may request a special conference to achieve this end. If circumstances warrant immediate attention, the parties will meet as soon as possible after the request is made.

D. 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 Local Union Representative incurs such liability when functioning in duties or areas unrelated to his Local Union Representative.

DATED THIS 24<sup>th</sup> DAY OF July, 1990.

  
Phillip Schloop, Business Manager

  
Roger N. Cheek, Director  
Labor Relations Division

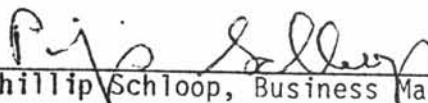
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL #547

---

RE: Boiler Operator (Low Pressure) Duties when Heating Equipment is not Operational

During the off season or other times when operators are not required for the heating equipment they may be required to liquidate vacation and other paid time off and to perform duties other than those of a Boiler Operator (Low Pressure). The specification for the class of Boiler Operator (Low Pressure) will be revised to reflect such other duties without any change in agreed to rates for the Boiler Operator (Low Pressure).

DATED THIS 24<sup>th</sup> DAY OF July, 1990.

  
Phillip Schloop, Business Manager

  
Roger N. Cheek, Director  
Labor Relations Division

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL #547

---

RE: Apprenticeship and Training Programs

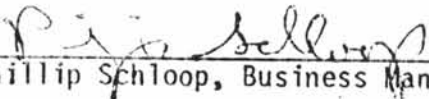
During negotiations on the 1983-86 Master Agreement, there was much discussion pertaining to programs for training persons for positions in the bargaining unit. Discussion included the multi-employer Stationary Engineering Apprenticeship Program being established and sponsored by participating employers and Local #547. The proposed Apprenticeship Standards to implement the program was reviewed by the parties.


1. The City of Detroit agrees to participation in the Apprenticeship Program as follows:
  - a. To provide a representative to serve as a member or alternate member of the Joint Apprenticeship Committee, if so chosen by the group of participating employers, or to serve as an observer/advisor to the Committee.
  - b. To provide training assignments at the Mistersky Power Plant of the Public Lighting Department for program apprentices who have attained their Third Class Stationary Engineer's license. Two such positions shall be kept available for assignment of program apprentices for periods of six (6) months to one (1) year provided there are no changes in current plant operating conditions. The employment status of assigned program apprentices, methods of compensation and conditions of employment shall be determined through further discussion between the City, Local #547 and the JAC.
  - c. To continue discussion with Local #547 concerning the feasibility of hiring, employing or utilizing program apprentices in bargaining unit positions in various City departments.

It is the desire of the parties to establish a procedure to transfer apprentices between Departments for the purposes of obtaining diverse steam and refrigeration experience as well as utilizing the current procedure of multiple-employer assignments.

2. The parties agree that the multi-employer Stationary Engineering Apprenticeship Program shall be administered in accordance with an approved Affirmative Action Plan and shall meet all requirements of Title 29, Part 30 of the U.S. Department of Labor regulations.
3. Current City employees may apply and be given consideration for apprentice positions in the multi-employer Stationary Engineering Apprenticeship Program.
4. The City shall continue the current Power Plant Trainee Program and may develop and institute additional programs to train employees for bargaining unit positions provided such trainee programs are discussed with Local #547 prior to implementation.
5. The City agrees to contribute four cents (4¢) per hour into the Local #547 Operating Engineers Educational Trust Fund.
6. In no event shall the City be obligated to pay a JAC Apprentice a higher rate than the maximum rate for the City classification of Operating Engineer Apprentice.

DATED THIS 24<sup>th</sup> DAY OF July, 1990.

  
Phillip Schloop, Business Manager

  
Roger N. Cheek, Director  
Labor Relations Division

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL #547

---

RE: 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 a 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.

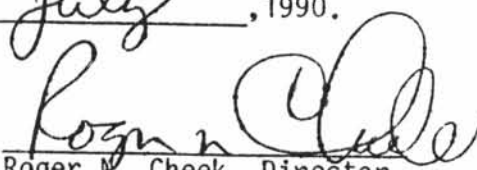
5. In the event of an automobile breakdown during regular working hours, the time which an employee is allowed for servicing and repairing his automobile is to be determined in supplemental agreements.

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.

DATED THIS 24<sup>th</sup> DAY OF July, 1990.

  
Phillip Schloop, Business Manager

  
Roger N. Cheek, Director  
Labor Relations Division


MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL #547

---

RE: Copies of the Contract

The City and the Union agree that the Union will make provisions to have 700 copies of the contract printed. 350 of these copies will be furnished to the City. The cost of printing the contract will be shared equally by both parties.

DATED THIS 24<sup>th</sup> DAY OF July, 1990.

  
Phillip Schlopp, Business Manager

  
Roger M. Cheek, Director  
Labor Relations Division

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL #547

---


RE: Staffing of City Facilities; Schedule E

During negotiations, there was considerable discussion between the parties concerning Schedule E which lists bargaining unit positions in the various City departments. The parties agreed that proper staffing for City facilities is very important in effectively carrying out departmental operations and in providing adequate levels of service. Discussed were management's responsibilities in determining staffing, fiscal realities which affect levels of activity and staffing, safety standards and legal requirements established by state or local agencies, and other considerations of safety in determining proper staffing. Also discussed were employee workloads, physical plant, operating conditions and trade practices which may contribute to determining proper staffing levels.

Schedule E contained in the 1989-92 Master Agreement is intended to be a guide to staffing of City facilities. It lists those bargaining unit positions which management regards as constituting minimum staffing levels. It also lists additional bargaining unit positions denoted by parentheses which may be required to effectively carry out departmental operations. The parties agreed that no current employees occupying parenthetical positions listed in Schedule E shall be selectively laid off or demoted nor shall such employees be transferred out of their current assignments, in an attempt to undermine Schedule E, provided there are no changes in operations or closing of present facilities. Any transfer of current employees shall occur only after review by the Review Board as provided in the following paragraph. During the period prior to submission to the Review Board, should a vacancy caused by departure of a current employee occur, the parties will meet to discuss staffing of the position. During this period, the department will not be required to replace current employees in positions denoted by parentheses during short-term absences.

Within ninety (90) days after execution of the 1989-92 Master Agreement, a review board procedure shall be established to review and evaluate situations where the Union and the operating department disagree as to proper staffing requirements at a given City facility. The Review Board shall consist of one representative of the Union, one representative of department management and a representative of the Building and Safety Engineering Department. In each case, the Review Board shall issue a statement of facts and recommendation for action which shall be sent to the Union, operating department, Labor Relations Director and the Mayor's Office.

DATED THIS 24<sup>th</sup> DAY OF July, 1990.

  
Phillip Schloop, Business Manager

  
Roger J. Cheek, Director  
Labor Relations Division

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL #547

---


RE: Article 19 Section F Overtime


During negotiations of this agreement there was considerable discussion regarding the proper documentation of overtime records. The parties agreed that this documentation was beneficial to all concerned.

To this end, the City agrees that every reasonable attempt will be made to keep accurate records regarding overtime assignments, refusals, and emergency overtime assignments and make them available to the Union.

In addition, overtime equalization will be based on pay hours rather than occurrences.

DATED THIS 24<sup>th</sup> DAY OF July, 1990.

  
Phillip Schloop, Business Manager

  
Roger N. Cheek, Director  
Labor Relations Division

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL #547


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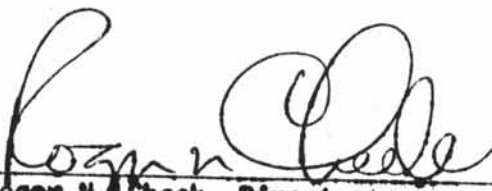
RE: Tuition Refund

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

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

DATED THIS 24<sup>th</sup> DAY OF July, 1990.

  
Phillip Schloop, Business Manager

  
Roger N. Cheek, Director  
Labor Relations Division



Roger Cheek, Director  
Labor Relations - City of Detroit  
332 City-County Building  
Detroit, Michigan 48226

Re: Residency

Dear Mr. Cheek:

During these negotiations the parties discussed the City's proposal to add clarifying language to the contract regarding the City's position that an arbitrator is without authority concerning matters of residency.

The Union and the City acknowledge that the City's withdrawal of this proposal in no way constitutes an agreement that residency is arbitrable. The Union further agrees that they will not cite this withdrawal in any proceedings before any forum.

Sincerely,



Philip Schloop  
Business Manager, Operating Engineers,  
Local #547



---

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

Coleman A. Young, Mayor  
City of Detroit

Mr. Philip Schloop  
Business Manager  
International Union of  
Operating Engineers, Local #547  
24270 W. Seven Mile Road  
Detroit, Michigan 48219

RE: Selection of Health Insurance Carrier

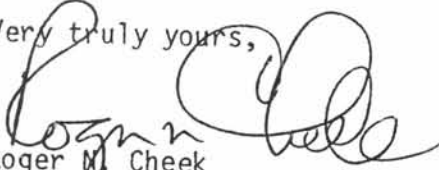
Dear Mr. Schloop:

The City agrees to allow your Union to have the option of selecting an insurance carrier to provide health care insurance to your bargaining unit members, provided that the following guidelines are adhered to.

1. The implementation of the new insurance will take place on either Aug. 1, 1990 or Aug. 1, 1991.
2. The Union will notify the City of the name of the carrier selected at least ninety days in advance of the July 1st date that the new insurance would take effect.
3. The City will pay to the Union or its designated representative its share of the amount charged per person for the premium charged for the Michigan Variable Fee (MVF-1) with riders and with cost containment on the effective date that the new insurance is to take effect, and its portion of all increases as described in Article 27. The City agrees to pay the appropriate rate for elected coverage, ie. single, 2 person, full family, including all status changes.

In the event the Union wishes to provide health care, dental, and/or optical coverages, it will pay the Union or its designated representative its share of the health insurance premium as described above and an amount equivalent to the then current rate for dental and optical.\*

4. The City shall have the right to reject a potential insurance carrier if such carrier is not financially responsible or if such carrier does not provide for coordination of benefits with other insurance carriers.
5. There will be no additional cost to the City as a result of the implementation of this option by the Union.

Very truly yours,  
  
Roger M. Cheek  
Labor Relations Director

\*In the event that said premium contributions are insufficient to cover the cost of said coverages, the remaining cost shall be paid by payroll deduction by the employee.

RNC:cp



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

Coleman A. Young, Mayor  
City of Detroit

Mr. Philip Schloop  
Business Manager  
International Union of Operating Engineers Local #547  
24270 W. Seven Mile Rd.  
Detroit, Michigan 48219

Re: Representation at Mistersky

Dear Mr. Schloop:

Based on discussions held during the negotiations for the 1989-92 agreement, the City confirms that one steward shall be allowed on each shift at Mistersky Power Plant for a total of three stewards.

Sincerely,

Roger M. Cheek, Director  
Labor Relations Division

RNC/cp



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

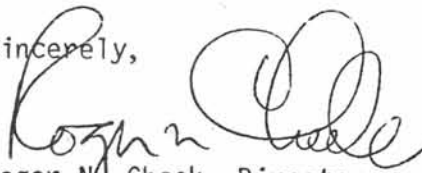
Coleman A. Young, Mayor  
City of Detroit

Mr. Philip Schloop  
Business Manager  
International Union of Operating Engineers, Local #547  
24270 W. Seven Mile Rd.  
Detroit, Michigan 48219

Re: Personal Business Days

Based on discussions held during the negotiations for the 1989-92 agreement, the City confirms that Personal Business Days may be taken in one-half (1/2) day increments.

Sincerely,



Roger N. Cheek, Director  
Labor Relations Division

