

A G R E E M E N T

BETWEEN THE

CITY OF DETROIT

AND THE

**ASSOCIATION OF PROFESSIONAL AND
TECHNICAL EMPLOYEES**

1998 - 2001

**1998-2001 AGREEMENT
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 AND THE ASSOCIATION OF PROFESSIONAL AND TECHNICAL EMPLOYEES**

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AGREEMENT

This Agreement is entered into by and between the City of Detroit, a Michigan Municipal Corporation, (hereinafter referred to as the Employer or the City), and the Association of Professional and Technical Employees (hereinafter referred to as the Association).

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment for the mutual interest of the City of Detroit in its capacity as an Employer, the Employees, and the Association and the citizens 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: (1) a safe environment, (2) a business climate which fosters economic growth and business expansion, (3) a government which provides essential, efficient and user friendly services, and (4) a government which maintains fiscal responsibility.

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

1. RECOGNITION OF ASSOCIATION

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 Association as the exclusive representative for all employees holding the classifications listed in Exhibit II, 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 Association recognizes the prerogatives of the City to operate and manage its affairs, in all respects in accordance with its responsibilities and powers of authority as set forth in state law, the Charter and Home Rule Act.
- B. The City has the right to determine when overtime work is required and schedule such overtime consistent with the terms of this Agreement. Such overtime shall not be scheduled so as to reduce the work force.
- C. The City reserves the right to discipline and discharge for just cause. The City reserves the right to layoff 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, provided the same do not conflict with the express terms of this Agreement and are applied equally to members of the bargaining unit. The City shall have the right to determine reasonable hours, shifts and schedules of work and to establish the methods and processes by which such work is performed, provided they do not conflict with the express terms of this Agreement.

The employee shall have the right to grieve upon the interpretation and application of these provisions.

- D. 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 to all members of the bargaining unit.
- E. It is understood by the parties that every incidental duty connected with operations enumerated in classification specifications is not always specifically described.

3. RIGHTS OF EMPLOYEES REPRESENTED BY THE ASSOCIATION

- A. Nothing in this Agreement shall abridge any right or privilege that any employee has under the Constitution and laws of the State of Michigan, nor under the Charter or Ordinances of the City of Detroit or resolutions of the Detroit City Council unless otherwise provided in this Agreement.
- B. The Association may request the Classification/Compensation Division of the Human Resources Department to conduct a classification survey of any position in which an individual represented by the Association is the incumbent. The Human Resources Department will endeavor to complete such survey within ninety (90) calendar days after receipt of the incumbent's completed classification questionnaire. If for some reason a delay of more than ninety (90) calendar days is caused, the Association will be advised as to the reasons and cause of the delay.
- C. No employee represented by the Association shall be permanently assigned to supervise or be responsible for the work of any employee at a level of classification equal to or greater than his own in accordance with Exhibit II, unless he/she is in training for a reasonable specified term or undergoing reclassification.
- D. No member whose position has been allocated to its appropriate class shall be required to perform duties generally performed by persons holding positions in other classes except in cases of emergency. Emergency assignments shall be construed to be those assignments which are necessitated by factors beyond the control of management which cannot be anticipated or planned for in the normal course of departmental operations.
- E. When an emergency requires an employee to be assigned to perform work clearly outside of his/her classification which involves special higher-level skills or is assigned and given responsibility to perform the preponderance of duties regularly performed by employees in a higher class for an extended period (in excess of thirty (30) calendar days), the department shall take steps to see that the employee so assigned shall be compensated at the appropriate rate for the work performed. Questions concerning out-of-class work claims shall be determined by the Classification/Compensation Division of the Human Resources Department. Performing the duties of an employee in the next higher classification in series or the employee's supervisor during short-term absences and normal vacation periods shall not be construed as being out-of-class work assignments.
- F. In the event a department finds it necessary to change the scheduled work day or work day schedule of any employee, it will give the employee as much advance notice of such change as is reasonable under the circumstances.

4. EQUAL EMPLOYMENT OPPORTUNITY

- A. The City and the Association agree that the City is legally and morally obligated to provide equality of opportunity, treatment and consideration for all City employees and applicants for employment, and to establish policies and practices which will insure such equality of opportunity, treatment and consideration for all persons in all phases of the employment process without regard to race, color, creed, national origin, age, political orientation, sex, sexual orientation, marital status, or disability.

- B. In recognition of the provision of the City Charter which mandates the City's Human Resources Department to take affirmative action to assure that all levels of the classified service are reasonably representative of the ethnic and sex composition of the City, the City agrees to make available representatives of the of the Human Resources Department to meet with representatives of the Association to discuss any aspects of affirmative action activities which may involve the Association or members of the bargaining unit and to provide any available documents concerning policies and programs for achieving equal employment opportunity.

5. ASSOCIATION SECURITY

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

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

- C. Any person certified and employed with the City on/or after October 11, 1947, and covered by this Agreement, who is not a member of the Association and who does not make application for membership within ninety (90) calendar days from the effective date of this Agreement or from the date he/she first becomes a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Association a service fee as a contribution towards the administration of this Agreement. Employees who fail to comply with this requirement shall be discharged within thirty (30) calendar days after receipt of

written notice by the employing Department from the Association, unless otherwise notified by the Association in writing within said thirty (30) calendar days, and provided that the Association shall release the Department from fulfilling the obligation to discharge if during such thirty (30) day period the employee pays the membership dues or service fee retroactive to the due date and confirms his intention to pay the required membership dues or service fee in accordance with this Agreement.

- D. The City agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Association, all Association service fees uniformly required as provided in a written authorization in accordance with the standard form used by the City, provided that the said form shall be executed by the employee. The written authorization for Association service fee deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Finance Department and to the Association.
- E. All Association membership dues and service fees will be authorized, levied, and certified in accordance with the by-laws of the Association. Each employee and the Association hereby authorize the City to rely upon and to honor certifications by the Treasurer of the Association regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Association dues and service fees, which dues and service fees shall be sent reasonably promptly to the Treasurer of the Association. The Treasurer of the Association shall not request the City to change the amounts so deducted more often than four times each City fiscal year.
- F. The Association shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Association, the City and its officers and employees shall be released from all liability to the employee-assignors, and to the Association under such assignments. (Chapter 13, Article 4, Section 4 of the Municipal Code of the City of Detroit.)
- G. The Association shall refund to employees, dues and service fees erroneously deducted by the City and paid to the Association. The City may offset any amount erroneously or improperly deducted and paid to the Association from any subsequent remittance to the Association.
- H. The Association agrees to save and hold harmless the City from any damages or other financial loss which the City may be required to pay or suffer as a consequence of enforcing the above provisions.
- I. Provisional employees will not be hired into classifications of the bargaining unit for the purpose of undermining the Association.

6. ASSOCIATION REPRESENTATIVES

- A. Employee representation shall be in accordance with Exhibit I. These representatives and the particular departments and offices which they serve shall be made known to the departments within thirty (30) calendar days of the effective date of this Agreement. The Association will promptly provide an updated list of any subsequent changes of Association representatives.
- B. The properly designated Association representative or, in his/her absence, the alternate Association representative, may investigate and present grievances to the employer during working hours without the loss of time or pay. Arrangements for the release of an Association representative shall be made with the representative's immediate supervisor.
- C. The Association shall be entitled to four (4) representatives for scheduled contract negotiation sessions. Each of these representatives shall be regular employees of the City in the bargaining unit and shall have the responsibility of representing employees in the bargaining unit.

The representatives may attend scheduled contract negotiation sessions during their working hours without loss of time or pay, after arrangements have been made with their immediate supervisor. This privilege shall not be abused.

7. GRIEVANCE PROCEDURE

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

An employee grievance is a difference between the employer and the employee concerning the interpretation or application of any provision of this Agreement.

NOTE: The grievance procedure contained in this Agreement shall be the exclusive grievance procedure for all members of the bargaining unit and is as follows:

Step 1

An employee who believes he/she has been unjustly dealt with because a provision of this Agreement has not been properly applied or interpreted may discuss his/her complaint with his/her supervisor, with or without his/her Association representative. Both parties shall discuss the complaint in a friendly manner and will make every effort to reach a satisfactory settlement at this point. The employee shall have the right to discuss the complaint with his/her Association representative before any discussion with the supervisor.

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

Step 2

If the matter is not satisfactorily settled at Step 1, a grievance may be submitted in writing by the Association representative to the division head. If the department has no recognized division head, the grievance may be submitted directly to the department head (Step 3). The written grievance shall set forth the nature of the grievance, the date on which it occurred, identify by name the employee or employees involved and the provisions of this Agreement that the Association claims the City has violated.

The division head shall present his answer in writing to the Association representative within seven (7) working days of submission of the written grievance. His/her answer shall set forth the facts taken into account and shall cite the relevant contract provisions.

Step 3

If the division head's answer is not acceptable to the Association, the Association President may refer the grievance to the department head within seven (7) working days and a meeting will be arranged within seven (7) working days from the date the referred grievance is received by the department head or his/her designated representative, between not more than three (3) representatives of the Association and not more than three (3) representatives of the City. In addition to the above, a representative of the Labor Relations Division may attend.

The department head or his/her designated representative will answer the grievance or grievances in writing within ten (10) working days from the date of the meeting at which the grievance or grievances were discussed.

The Association's written appeal to the Fourth Step shall state the known facts in dispute and/or reasons for dissatisfaction with the department's Third Step answer.

Step 4 - Appeal and Review Board

If the grievance is not satisfactorily resolved at Step 3, the Association President may submit a written appeal to the Labor Relations Director. Such appeal must be submitted within ten (10) working days of the Step 3 response. The Labor Relations Director shall schedule an Appeal and Review Board to be held within ten (10) working days of the receipt of the appeal. Present at the Appeal and Review Board shall be not more than three (3) and not less than two (2) Association representatives and not more than three (3) and not less than two (2) City officials.

Within ten (10) working days after the Appeal and Review Board, the Labor Relations Director shall forward in writing Management's response to the Appeal to the Association President.

In the event the dispute is not settled as a result of the Appeal and Review Board, the Association will provide the known facts in dispute and/or reasons for dissatisfaction with Labor Relation's Fourth Step answer and refer the matter to arbitration within 30 calendar days after receipt of the answer from Labor Relations. Any grievances not responded to within such period, shall be considered settled on the basis of the Step 4 decision.

NOTE: The grievant shall not be present at the Step 4 Hearing.

Step 5 - Arbitration

Any unresolved grievance which relates to the interpretation, application, or enforcement of any specific article and section of this Agreement or any written supplementary agreement which has been fully processed through the last step of the Appeal and Review Board of the grievance procedure, may be submitted to arbitration in strict accordance with the following:

1. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) working days of such notice, the party desiring arbitration shall submit the dispute to the Federal Mediation and Conciliation Service (FMCS), Office of Arbitration Service (OAS), for selection of an arbitrator, and request a list of seven (7) names from which the parties shall select an arbitrator by advising FMCS-OAS of its order of preference by numbering each name on the panel and submitting the numbered list in writing to FMCS-OAS. The name on the panel that has the lowest accumulated numerical order will be appointed. The parties may strike any name which is unacceptable. In the event there is no mutual choice from the first list, the FMCS-OAS shall submit a second list and the parties will follow the same procedure set forth for the first list. In the event there is no mutual choice from the second list, the FMCS-OAS shall submit a third list and the parties will follow the same procedure as set forth for the first two lists. In the event there is no mutual choice from the third list, FMCS-OAS will select an arbitrator who will arbitrate the dispute, barring any factual objections by either party. In the event of factual objections, FMCS-OAS will appoint another arbitrator to arbitrate the dispute.
2. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of this Agreement and he/she shall be without power and authority to make any decision:
 - a) Contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement.
 - b) Concerning the discipline or discharge of an employee for engaging in a strike, slowdown or stoppage of work who exercises his rights under Section 6 of Act 336 of 1947, as amended, by Act 379 of the Public Acts of 1965.
 - c) Granting any wage increases or decreases.

- d) Granting any right or relief for any period of time whatsoever prior to the effective date of this Agreement.
 - e) Contrary to the City's right to establish, adopt, and amend, promulgate and enforce reasonable work rules for its departments.
 - f) Relative to position classification whether permanent or temporary. The parties recognize this is within the sole jurisdiction of the Human Resources Department.
 - g) Concerning appeals to the Mayor pursuant to applicable state law.
 - h) In a discipline case involving alleged misconduct, directing that the grievant be status changed, transferred, or reassigned to another position. This provision would not apply where the disputed discipline is a demotion, transfer or reassignment.
3. The arbitrator shall have no authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions which by state law or City Charter the City cannot delegate, alienate, or relinquish.
 4. No settlement at any stage of the grievance procedure, except an arbitration decision, shall be a precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceeding.
 5. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to his/her removal from the City payroll, payments from Unemployment Insurance, Social Security Disability, Welfare and Family Independence Agency, City funded Long Term Disability Insurance, Sickness and Accident Insurance, and Automobile Accident Income Replacement Insurance. Where appropriate, the City shall reimburse those agencies and insurance funds so as to not affect the employee's equity therein.
 6. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case except by express agreement of the parties.
 7. There shall be no appeal from the arbitrator's decision, if made in accordance with his/her jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the City, on the employee or employees, and on the Association.
 8. In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.
 9. The expenses of the arbitrator shall be shared equally by the parties. The aggrieved and his/her Association representative shall not lose pay for time off the job while attending the arbitration proceedings.

10. Except as provided herein by letter or agreement between the parties, the parties understand and agree that in making this contract they have resolved for its term all bargaining issues which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this contract and any supplemental agreements which are or may become part of this Agreement and which are not excluded from arbitration.
11. The period of "optional holiday closing" set forth in Article 24, Paragraph K of this Agreement will be excluded from the grievance procedure time limits.

8. TIME LIMITS ON GRIEVANCES

- A. Any grievance settlement shall be made in accordance with the terms and spirit of this Agreement.
- B. Any grievance under this Agreement which is not filed in writing within fifteen (15) working days after the grievance arises or is made known to the employee or the Association, shall not be considered a grievance.
- C. The time elements in the first four (4) steps can be shortened or extended or steps may be eliminated by mutual agreement.
- D. Any grievance not appealed in writing within the specified time limits shall be considered settled on the basis of the last answer.
- E. The Association may withdraw any grievance without prejudice at any step, up to and including the Appeal and Review Board Step. However, the grievance once withdrawn may not be reinstated.
- F. In the event the City fails to respond within the time limits specified, the appropriate Association representative may appeal the grievance to the next step of the grievance procedure within the time allowed for appeals of adverse decisions to that step of the procedure.
- G. In the event the Association fails to respond with a written appeal of its dissatisfaction with the 3rd and 4th Step responses within the prescribed time limits as listed in Article 7, the City will consider its last response binding and the issue settled on the basis of its last answer.

9. DISCIPLINARY ACTION

- A. When the City feels that a disciplinary action is warranted, such action must be initiated within fifteen (15) working days from the date of the occurrence of the condition giving rise to the action or within fifteen (15) working days of the date it is reasonable to assume that the City became fully aware of the conditions giving rise to the discipline.
- B. Notice of discharge, suspension or demotion. The employer agrees upon the discharge, suspension or demotion of an employee to notify, in writing, the Association representative of the discharge, suspension or demotion.
- C. Upon request, the employer or his designated representative will discuss the discharge, suspension or demotion with the employee and the Association representative.
- D. Should the employee or the designated Association representative consider the discharge or suspension to be improper, the matter may be referred to the grievance procedure, Step 3.
- E. Use of past record. In imposing any discipline on a current charge, the City shall not take into account any prior infractions which occurred more than fourteen (14) months previously. However, this period shall be extended to twenty-four (24) months where the current charge is a repetition of prior infractions involving workplace violence, sexual harassment, theft or misappropriation of City property, or being under the influence of alcohol or controlled substances at work.

NOTE: It shall be the responsibility of the grievant to keep the Association and City informed of his/her mailing address and telephone number (s) at which he/she may be reached for purposes of notification. Certified mail to the address of record shall constitute proper notification to the grievant.

10. SPECIAL CONFERENCES

- A. A Special Conference shall be arranged between the Association and the department head or his/her designated representative upon the request of either party. Such meetings shall be between no more than three (3) and at least two (2) representatives of the department and no more than three (3) and at least two (2) representatives of the Association. Arrangements for such a special conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. A copy of the request and agenda shall be sent to the Labor Relations Division for informational purposes.

- B. Matters taken up in a special conference shall be confined to those included in the agenda. A conference shall be held between the hours of 9:00 A.M., and 4:00 P.M. The representatives of the Association shall not lose time nor pay for time spent in a Special Conference.
- C. On certain matters that concern employees of more than one department, a conference shall be arranged between the Association representatives and the City's Labor Relations Division, in which case the representational limitations stated in "A" shall not apply.
- D. A Special Conference shall be held within ten (10) calendar days after a request is made.
- E. The Association shall meet on the City's property at no loss in wages for not more than one (1) hour immediately preceding a meeting with the representatives of the City. If an employee on afternoons or midnights is requested to attend a Special Conference, the department shall rearrange the employee's schedule of work so that the Special Conference shall be included as part of the employee's work schedule for that day, whenever possible.
- F. Within ten (10) calendar days of the date of the Special Conference, the City shall submit to the President of the Association a written position statement on matters taken up in a Special Conference.
- G. Special Conference is intended to discuss problems of a policy nature and allow for an exchange of information between the parties, and attempt to avoid situations which may give rise to grievances. It is not intended to be a substitute for initiation of individual grievances.

11. SENIORITY

- A. Seniority as used in this Agreement shall mean total City seniority as defined and determined in accordance with Human Resources Department Rules in effect on the date this Agreement is signed. NOTE: Seniority is not the same as "service time" as utilized for the various economic benefit provisions.
- B. When employees of this bargaining unit receive a status change to a different classification within the bargaining unit, they will be able to exercise total City seniority in the new classification upon satisfactory completion of their probation period.
- C. Within ninety (90) calendar days of the signing of this Agreement, the City will furnish to the Association a seniority list showing the name, address, department, classification, pension number and social security number of all employees in the bargaining unit. The City also agrees to furnish the Association with an up-to-date seniority list every three (3) months thereafter upon written request.

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

This provision shall not be construed to alter any rights of appeal or representation to which the employee would have been entitled if suspended or discharged.

NOTE: Effective July 1, 1980, the City seniority date of employees in the bargaining unit who were initially hired into Federal Economic Opportunity Act (FEOA) service classes shall be made retroactive to the date of placement to a position in such FEOA service class.

12. PROBATIONARY PERIODS

- A. Probation periods are recognized as "working test" periods used to supplement other evaluation to determine whether the employee fully meets the qualifications of the class. Probation periods are required in all cases of initially certified new hires, employees transferred or promoted, employees recertified to a new title, reinstated employees and other cases as provided in Human Resources Department Rules.
- B. The length of the probation period for all employees hired, promoted, transferred or placed into classifications represented by this Association shall be six (6) months.
- C. In the case of new employees hired by the City and others initially placed in the bargaining unit, the Association shall represent employees during the probation period for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment except for separation from the City service or reversion to the formerly held title for reasons other than Association activities; provided that employees serving a probation as a conditions of a status change shall be entitled to Association representation in cases of suspension and discharge for cause.
- D. During an employee's initial hire probation period, the employing department may, in accordance with Human Resources Department Rules, extend the probation period or take action to separate the employee as a probationary employee. In the case of an unsatisfactory employee who has classified status, the employing department may extend the probation period or take action reverting the employee to his/her former classification, unless a discharge for cause is appropriate.

13. INTER-DEPARTMENTAL TRANSFERS

- A. An employee desiring a transfer to another City department may file a request for transfer with the Employment Certification Division of the Human Resources Department. The employee shall receive notification of any requested transfer opportunity in accordance with Human Resources Department referral practices in effect on the date this Agreement is signed. To receive such consideration, the request for transfer must be on file at least thirty (30) calendar days prior to receipt of a requisition indicating an opening.

Requests for transfer shall remain on file for the duration of the contract.

- B. The City agrees that a department head shall not arbitrarily refuse to allow an employee a transfer to another City department which has requested the employee's transfer. Such transfers shall be effective no later than thirty (30) calendar days from the effective date approved by the Human Resources Department unless the transfer at such time would cause a serious adverse affect on departmental operations.

14. REDUCTION IN FORCE

In the event of a reduction of force affecting employees in the bargaining unit, the procedure shall be as follows:

SECTION 1 - REDUCTION IN FORCE TERMS DEFINED

- A. A reduction in force is a reduction in the number of employees in a given class in a department of the City for lack of work, lack of funds, or reasons other than the acts or delinquencies of employees.

The expiration of a limited-term certification or change of status shall not be considered a reduction in force.

- B. A layoff due to reduction in force is the removal of an employee from a position in a department and from the classified service of the City of Detroit, subject to the recall rights provided under this Rule.
- C. A demotion due to reduction in force is the removal of an employee from a position in a class in a department by change of status to a position in a lower class.
- D. A transfer due to reduction in force is the removal of an employee from a position in a class in a department by change of status to a position in another class which is at the same level.

- E. A voluntary layoff is a removal of an employee from the classified service of the City of Detroit which is made at the request of and for the convenience of the employee.
- F. Unless otherwise indicated, seniority shall mean total City seniority as determined in accordance with Human Resources Department Rules.
- G. An employee acquires status in the classified service by certification in accordance with Section 6-510 of the City Charter and the Human Resources Department Rules III and IV.
- H. An employee who is certified, promoted, transferred, or demoted to a position in a class on a regular permanent basis or permanent-subject to continuing availability of program funding, acquires permanent status in the class, provided he has satisfied all qualification requirements of the class including completion of any required probation period. An employee can have permanent status in only one class at a time.
- I. An employee who is certified, promoted, transferred or demoted to a position in a class only for a specified term or conditional event, or where the certification or status change states that such employment is limited to assignment on a particular project, acquires limited-term status in the class.

SECTION 2 - ORDER AND MANNER OF REDUCTION

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

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

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

- (a) Demotion in Series

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

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

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

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

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

- (c) Change of Status to Vacant Positions in Other Classes

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

SECTION 3 - CITY WIDE DISPLACEMENT

Employees with permanent status who have been laid off in a class from a City department shall displace employees of the same classification in those categories listed in Paragraph A of Section 2 on a City-wide basis. In addition, laid off permanent employees who have one or more years of classified service shall displace other permanent employees in the same classification of lesser seniority on a City-wide basis; and if there are no lesser seniority employees in the same classification, shall have the right to displace lesser seniority employees in a lower class in the same occupational series. Employees who fail to exhaust their eligibility for demotion to the next lower

class in series in their department shall lose their eligibility for City-wide displacement. (Least senior employees displaced under this section shall be subject to demotion, transfer or layoff in accordance with applicable provisions of this Rule.)

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

SECTION 4 - RE-EMPLOYMENT PROCEDURES

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

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

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

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

- D. In the absence of a preferred eligible list for a class, laid off employees shall be certified to requisitions for positions in such class from higher, equivalent or allied lists which have been determined to be appropriate by the Human Resources Director.
- E. Re-employment provisions in this Section do not apply to persons laid off and separated from City employment for a period of four (4) years.

SECTION 5 - EFFECT OF JURISDICTIONAL LINES

The order of layoff, demotion and re-employment shall not be altered by bargaining unit jurisdictional lines and employees shall carry their total City seniority across jurisdictional lines for reduction in force purposes.

SECTION 6 - EMPLOYEES HOLDING MULTIPLE TITLES

In determining an employee's rights under this Rule, an employee can have permanent status in only one class at a time. An employee who carries a multiple title shall have permanent status in the lowest class of his multiple title or the class in which he last held permanent status on a single title basis, unless there is a contractual agreement which otherwise identifies the class in which the employee has permanent status, or official action is taken designating such class based upon the nature and history of the employment. Such agreement or official action must be completed at least ninety (90) days prior to the announcement of the reduction in force.

SECTION 7 - CONDITIONAL WAIVER OF EMPLOYEE RIGHTS

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

SECTION 8 - PREEMPTIVE LAYOFF REQUESTS

If a reduction in force in a department is imminent or taking place over an extended period of time, any employee who has been identified as being subject to layoff, may request in writing that he be laid off prior to the date when he would be reached for such layoff. Such request is subject to approval of the employing department and the Human Resources Director.

Employees who are granted an effective date of layoff earlier than the scheduled layoff date shall retain the same rights which they would have had they been laid off as scheduled.

SECTION 9 - STATUS CHANGES IN ANTICIPATION OF LAYOFFS

Where the Human Resources Department shall find that any status change was made either to avoid the layoff of or to cause the layoff of any employee, upon finding by the Human Resources Director that such status change was made for reasons other than the good of the service, such status change shall be set aside and proper layoff made; provided, however, this section shall not apply to status changes of more than six (6) months standing.

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

Laid off employees moving out of the City of Detroit and who wish to remain eligible for recall under Section 4 must file a change of address with the Employment Certification Division of the Human Resources Department. Failure to do so will result in the employee's name being struck from all re-employment lists.

15. VETERANS PREFERENCE

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

16. LEAVES OF ABSENCE

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

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

Leaves of absence may be granted for other reasons than those listed above where in the judgment of the City such leaves are deemed beneficial to the City.

- B. To be eligible for a leave of absence, the employee must have completed one (1) year of continuous classified service immediately prior to the leave. This requirement shall not apply to leaves for military service.
- C. Leaves of absence (excluding military) may be extended for periods up to two (2) years. After two years, the person's name may be placed on the preferred eligible list for an additional two (2) years. Seniority of persons on leave of absence shall be governed by the Seniority article of this Agreement.
- D. Unless otherwise provided for, the procedure for the administration of this Article shall be in accordance with Human Resources Department Rules.
- E. A member of the Association elected or appointed to a position in the Association which would take him/her from his/her employment with the City, may request a leave for a period of not less than sixty (60) calendar days nor more than two (2) years or termination of his/her

Association position whichever occurs first. Such request shall be granted unless in the discretion of the department director such leave would cause a serious adverse effect on departmental operations.

- F. Parenting Leaves: A parent of a new-born 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.

- G. Family and Medical Leave Act of 1993 (FMLA): The FMLA became applicable to employees in collective bargaining units on August 5, 1994. The Human Resources Department issued a policy directive date September 9, 1993, which detailed how the provisions of the FMLA would be implemented and incorporated into the existing City Leave of Absence policy.

The FMLA provided that eligible employees may be off work for up to twelve (12) weeks each twelve (12) month period for the following reasons: to get treatment for the employee's own serious illness or temporary disability; to take care of a spouse, child or parent who is seriously ill or disabled; or to exercise parental care for a new-born infant or newly placed adopted or foster child. During this absence from work, the employee is entitled to continuation of health care benefit coverage. For employees of the City, the twelve (12) month period is the fiscal year. Questions concerning Leaves for FMLA purposes should be referred to the employee's Human Resources representative.

17. INTERFERENCE WITH WORK

- A. The Association agrees to refrain from engaging in any strike, work stoppage, slowdown or interference of any kind with the operations of the City during the term of this Agreement.
- B. The City will not lockout any employee during the term of this Agreement. However, if any employee is unable to work because equipment or facilities are not available due to a strike, work stoppage, slowdown or other interference by other employees, such inability to work shall not be deemed a lockout under the provisions of this section.
- C. An employee cannot be ordered to cross a picket line if such action could result in adverse effect on the personal safety of the employee, except that the City shall not be required to pay the wages of such employees.

18. SUB-CONTRACTING

The right of contracting or sub-contracting is vested in the City. The right to contract or sub-contract shall not be used for the purpose or intention of undermining the Association nor to discriminate against any of its members nor shall any seniority employee be laid off or demoted as a direct and immediate result of letting a contract.

In cases of contracting or sub-contracting affecting employees covered by this Agreement, the City shall hold advance discussion with the Association prior to letting the contract. The Association representatives shall be advised of the nature, scope and approximate days of work to be performed and the reasons (equipment, manpower, etc.) why the City is contemplating contracting out the work.

19. MAINTENANCE OF CONDITIONS

Wages, hours, conditions of employment, and current proper practices which are beneficial to the employees at the execution of this Agreement shall, except as provided herein, be maintained during the term of this Agreement.

20. SALARIES

A. GENERAL WAGE INCREASES

1. Effective July 1, 1998 2%
2. Effective July 1, 1999 3%
3. Effective July 1, 2000 3%

B. CASH BONUS FORMULA

All employees on the regular payroll on June 30, 2001, shall be eligible to participate in a possible cash bonus which shall be determined and paid in accordance with the following rules, conditions and limitations:

1. A cash bonus not exceeding 2% will be payable if the City reports a General Fund Surplus for the City's 2000-01 fiscal year. A General Fund Surplus for purposes of this provision shall be the Un-designated Portion of the Unreserved Fund Balance. The City represents that it will maintain its designated portion of unreserved fund balance in a

prudent and responsible manner, consistent with past practices. For reference purposes only, the General Fund Surplus reported in the City's Comprehensive Annual Financial Report for the year ended June 30, 1998 was \$13, 380, 061 (page 63).

2. The amount of any such surplus will be determined by using the City's official annual audited results of the 2000-2001 Fiscal Year.
3. If such surplus funds do exist, the legally required portion of those funds must first be deposited to the Budget Stabilization Fund.
4. From any such surplus funds remaining after the preceding deposit has been made, 1/3 of such funds (the approximate proportion of the City budget that is made up of salary and wages and which amount is referred to as the "wage/salary surplus allocation" in the balance of this subsection) shall be used as the numerator in the following formula: The percent amount of the cash bonus will be calculated by dividing the amount of the wage/salary surplus allocation by the total budgeted allocation for Salaries and Wages for General City Agencies in 2000-01 for City employees and then multiplying the result of that computation by 100. For reference purposes only, the budgeted allocation for Salaries and Wages as reported in the official 1998-1999 Budget was \$530,220,595 (page V).
5. Any bonus will be paid just one time from the one-time surplus funds remaining from City operations and monetary receipts within Fiscal Year 2000-2001 and shall not increase the employee's base rate of pay.
6. The cash bonus shall be based on the employee's base wage (2,080 hours of straight time regular payroll hours for the job classification the employee is officially holding on June 30, 2001). In order to receive the full bonus payment, the employee must have worked at least 1,800 straight time regular payroll hours in the fiscal year. Employees with less than 1,800 hours but 520 hours or more shall be entitled to a pro-rated amount based upon 1/12th of the bonus percent for each month the employee worked at least 160 straight time regular payroll hours.
7. Such cash bonuses shall be paid as soon as possible after the official annual audit is available and all the necessary resulting calculations are made.

C. WORK PERFORMANCE CASH INCENTIVE PAYMENT

1. (a) Effective for the period beginning July 1, 2000, and ending June 30, 2001, the work performances of every bargaining unit member shall be individually evaluated for the purpose of determining if they will be eligible to receive an individual cash incentive payment for their work performance during the period.

(b) Appropriate evaluation standards will be used and each individual will be given a rating for the purpose of stating whether the member has performed his or her work duties in a satisfactory manner sufficient to have received a minimum overall rating of "Meets Expectations".

(c) Depending on that overall performance rating being achieved and the fulfillment of certain other conditions as stated elsewhere in this Article and this labor agreement, members may receive a cash incentive payment that can be as great as 1% of the employee's base wage (2,080 hours of straight time regular payroll hours for the job classification the employee is officially holding on June 30, 2001).

(d) In order to be eligible for this cash incentive payment, the employee must have completed at least one (1) year of service at the end of the evaluation period, June 30, 2001.

(e) In order to receive the full 1% cash incentive payment, the employee must have worked at least 1,800 straight time regular payroll hours in the fiscal year. Employees with less than 1,800 hours but 520 hours or more shall be entitled to a pro-rated amount based upon 1/12 of the cash incentive payment for each month the employee worked at least 160 straight time regular payroll hours.

2. Such cash incentives shall be scheduled to be paid on the first payday in December, 2001.
3. The cash incentive payment shall not increase the employee's base rate of pay, but will be included in the employee's average final compensation for pension purposes.
4. Special Skills Building Training Fund: Half the amount of money that would have been paid out in cash incentive payments to those employees who did not qualify to receive said payments, shall be spent on special training to strengthen the skills and work habits of those employees and other bargaining unit members.

D. Each employee covered by this Agreement who is paid at either the minimum or maximum rate and said rate is over \$20,000 per year, shall, if these rates fall between even hundred dollar levels after an increase is granted, have their rate adjusted to the next higher hundred dollar level.

21. OVERTIME

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

B. Time and One-Half Overtime

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

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

C. Double Time Overtime

Double time (two-hundred percent [200%] of the basic or hourly rate) will be paid to hourly-rated and salary-rated employees for work on the seventh day of the work week schedules as defined by Chapter 13, Article 2, Section 8 of the Municipal Code of the City of Detroit.

- D. Premium payments shall not be duplicated for the same hours worked.
- E. When an employee works overtime, meal periods and coffee breaks are unpaid time. For employees working in twenty-four (24) hour operations compensation will be in accordance with past practice.
- F. Except as herein provided, the provisions regarding overtime shall be in accordance with Chapter 13, Article 2 of the Municipal Code of the City of Detroit and the State Minimum Wage Law.
- G. All time paid under this contract and existing rules and ordinances for sick leave, holidays, vacation, jury duty time and time lost due to a job connected injury shall be counted as time worked for the purpose of computing overtime.

22. JURY DUTY

- A. An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay for all days he/she is required to serve on jury duty.
- B. In the event that an employee reports for jury duty but does not actually serve on a jury, he/she will be paid the difference between the jury pay received and his/her regular days pay and be excused for the day.
- C. In order to receive payment for jury duty supplementation, an employee must have been regularly scheduled to work on a non-overtime basis, must give reasonably prompt prior notice to his/her supervisor that he/she has been summoned for jury duty, and must furnish

satisfactory evidence that he/she reported for or performed jury duty on the days for which he/she claims such payment, provided that the department head shall have discretion in seeking to have the employee excused where his/her services are essential.

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

- D. When properly notified by an employee under the terms of Section C, the department shall, if necessary, reschedule the work assignment of the employee so as to coincide as closely as possible with the jury duty schedule. This reassignment shall take precedence over other conflicting sections of this Agreement.
- E. Employees shall have the option when called to jury duty to use vacation or compensatory time for such service. In that event, the employee will not be required to turn in his/her jury pay. However, the employee must notify the department of his/her desire to exercise this option prior to the first date of jury service.
- F. Jury duty shall be considered as time worked.
- G. An employee on jury duty will be continued on the payroll and be paid at his/her straight time hourly rate for his/her normally scheduled hours of work. Upon return from jury duty, the employee shall present evidence of the amount received from such jury duty and return that amount to the City, less any mileage allowance paid for the jury service.

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

23. 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 sixteen hundred (1600) 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 percent of ten (10) days and rounding the product to the nearest whole number. Thereafter, his vacation shall be computed on a fiscal year basis.

B. The vacation schedule shall be as follows:

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

C. VACATION PERIOD:

1. Vacations will, insofar as possible, be granted at a time most desired by employees according to their seniority and in accordance with departmental practice.
2. When an official holiday occurs during a scheduled vacation, the employee shall be entitled to an additional vacation day.

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

Employees who are on extended sick leave of one (1) month or more on any October 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 sixteen hundred (1600) 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 sixteen hundred (1600) hours of straight time pay, shall be entitled to vacation leave before such separation computed as follows: 8.3 percent 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 sixteen hundred (1600) straight time hours are worked in a

fiscal year, employees will be entitled to one-hundred percent (100%) of their next July 1 vacation. 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 percent 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:

One hundred percent (100%) of anticipated annual vacation leave (rounded down to the nearest 1/2 day) will be posted to an employee's bank after he/she has accumulated sixteen hundred (1600) straight time hours in a fiscal year. In the event an employee has been credited with more time than he/she has earned, on the succeeding July 1st, or date of separation, whichever comes first, the employee will have any vacation time credited but not earned charged first against his/her existing vacation bank, then to his/her swing holiday bank, or failing sufficient time in those two banks, he/she will be docked for the time.

F. VACATION PRORATION - LAYOFFS:

An employee who is laid off for an extended period of time beyond thirty (30) calendar days, will receive a lump sum bonus payment in lieu of any unused vacation credit including that accrued in the current fiscal year on a pro-rata basis according to Section 23-D.

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

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

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

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

I. Employees will have two (2) vacation days converted to "Prior Compensatory Time" in July of each year. Liquidation will be in accordance with the rules for compensatory time. Employees must liquidate this time by the end of the fiscal year in which it is credited.

24. HOLIDAYS AND EXCUSED TIME OFF

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

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

- B. Employees shall receive eight (8) hours straight time pay for the above mentioned holidays. Where a holiday is concurrent with the employee's sixth or seventh work day, the department head shall have the option of paying for the holiday or granting equivalent time off with pay. When the City elects to give the employee time off, said time shall be granted at the request of the employee with the approval of the department head.
- C. An employee shall be eligible for holiday pay or excused time 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 Human Resources Department (generally over 30 days), is on Workers' Compensation, 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 either equal time off for hours worked or additional pay at straight time for such hours at the option of the department head. No holiday premium will be paid for work on these days. When an employee is absent without good cause for the non-excused portion of the day, he/she shall forfeit this excused time for the day.

- H. For the purpose of this Article, an employee shall be considered off the payroll if he/she engages in a work stoppage which extends through a holiday or excused time day. All benefits under this Article will be forfeited for the holiday or excused time in question.
- I. If a holiday or excused time day falls on Saturday it shall be observed on the preceding Friday, and if a holiday or excused time day falls on Sunday it shall be observed on the following Monday for all employees except those assigned to six and seven day operation. Should two (2) consecutive holidays or excused time days occur on a Friday and Saturday, or on a Sunday and Monday, Friday and Monday, respectively, shall be designated as the official holidays.
- J. If an employee engaged in six or seven day operations works either the actual calendar holiday or the substitute holiday, he/she shall receive the holiday premium, but he/she will not be allowed to pyramid holiday premium for working both days.
 - 1. An employee assigned to a six or seven day operation may be scheduled off for the holiday on either the calendar holiday or the substitute holiday.
 - 2. When an employee works both the calendar holiday and the substitute holiday, the day selected as a holiday for pay purposes shall be the day which allows the employee the maximum pay credit for working both days.
 - 3. If an employee works either the calendar holiday or the substitute holiday, but not both, he/she shall be paid holiday premium for the day worked.
 - 4. If an employee is off sick on the calendar holiday, or the substitute holiday, or both, he/she shall receive holiday pay in lieu of sick pay on one of the two days. If he/she works either of the two days he/she shall receive holiday premium.
 - 5. If an employee is AWOL on the actual calendar holiday, but works the substitute holiday, he/she shall not be entitled to holiday pay or holiday premium.
- K. The City shall have the option to close all or part of its facilities for the Christmas and New Year's holiday season consistent with operating needs and the public service. Employees shall have the option of using vacation, swing holidays, compensatory time or no-pay for any days off during this period. If an employee has none of the above listed accrued time, departmental leave may be used if available. If an employee has no paid time accrued, and wishes to work, the City will make every attempt to place an employee in his/her department on a job assignment consistent with their job classification and ability to perform the work.

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

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

December 28, 29, 30, 1998

December 28, 29, 30, 1999

December 26, 27, 28, 2000

The City shall notify the Association by November 1st of each year of whether it intends to implement a holiday close down. Any scheduled time off or uses of departmental leave days during these periods shall not be counted against the employees' attendance records nor (except for bonus vacation) adversely affect their benefits.

- L. The Holiday Schedule during the term of this Agreement is set forth in Exhibit III.

25. SICK LEAVE

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

All employees must be on the payroll for the entire month to be credited with sick leave.

- B. Reserve sick leave of five (5) service days shall be granted on July 1 to each employee who was on the payroll the preceding July 1 and who has earned at least sixteen hundred (1600) hours of straight time pay during the fiscal year. Reserve sick leave shall be kept in the reserve sick leave bank.
- C. Sick leave may not be granted in anticipation of future service.
- D. Sick leave balances shall be expressed in terms of hours and shall be posted on the employee's check stub.

E. BONUS VACATION

1. Fifty Day Qualifier: Employees who have accumulated a total of fifty (50) or more unused sick days on July 1 shall receive up to six (6) bonus vacation days based upon their sick leave usage in the previous fiscal year. Such time shall be credited according to the following table:

<u>Sick Leave Days Used In Previous Fiscal Year</u>	<u>Bonus Vacation Days To Be Credited on July 1</u>
0	6
½ to 1 day	5 ½
1 ½ to 2	5
2 ½ or 3	4 ½
3 ½ or 4	4
4 ½ or 5	3 ½
5 ½ or 6	3
6 ½ or 7	2 ½
7 ½ or 8	2
8 ½ or 9	1 ½
9 ½ or 10	1
10 ½ or 11	½
11 ½ or more	0

2. Twenty-five Day Qualifier: Employees who have accumulated a total of at least twenty-five (25) but less than fifty (50) or more unused sick days on July 1 shall receive up to three (3) bonus vacation days based upon their sick leave usage in the previous fiscal year. Such time shall be credited according to the following table:

<u>Total Sick Leave Days Used In Previous Fiscal Year</u>	<u>Bonus Vacation Days To Be Credited on July 1</u>
0 to 2 days	3
2 ½ or 3	2 ½
3 ½ or 4	2
4 ½ or 5	1 ½
5 ½ or 6	1
More than 6	0

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

F. Reserve Sick Leave Usage.

1. Reserve sick leave is not available for usage as Departmental Leave Days or to cover short periods of non-chronic illness. Reserve sick leave can only be used for absences which (a) are the result of a period of hospitalization or, (b) cover a period of sickness resulting from a well-documented history of chronic recurring illness.

2. If an employee has requested the use of his or her reserve sick leave and his or her department director denies such use because it is deemed not to comport with the reserve sick leave usage rules set forth in the preceding paragraph, the denied employee shall be entitled to appeal the matter to Step 3 of the Grievance Procedure.
- G. Employees will have access to Departmental Leave Days in accordance with the Municipal Code and the Manual of Standard Personnel Practices. Permission will not be unreasonably withheld.
- H. The above shall be in accordance with Chapter 13, Article 5, Section 2 of the Municipal Code of the City of Detroit except as modified by this article.

26. UNUSED SICK LEAVE ON RETIREMENT

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

Upon retirement, or death with twenty (20) years of service, or a surviving spouse of an employee with at least fifteen (15) years of service, an employee or his/her surviving spouse shall be entitled to payment of one-half (½) of their unused sick leave.
- B. The payments will be made as part of the employee's pension program, or the employee benefit plan, or through the Finance Department.
- C. At the employee's option, he/she can elect to have up to the amount permitted by law of his/her unused sick leave payment deposited in his/her deferred compensation account with the balance paid to the employee.

27. FUNERAL LEAVE

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

- C. If a death occurs among the relatives of the employee, the employee will be granted one (1) day leave, not to be charged to sick leave provided he/she attends the funeral. If the funeral which the employee attends is more than 300 miles from the City of Detroit, the employee may extend the leave by two (2) days to be charged against current sick leave and then reserve sick leave upon his/her request.
- D. Definition of Relatives: Relatives are defined as grandson, granddaughter, grandmother, grandfather, brother-in-law, sister-in-law, uncle, aunt, mother-in-law, and father-in-law.
- E. The Association President or his/her designated representative, with proper notification to the department head, shall be allowed one (1) funeral day, not to be charged to sick leave, in order to attend the funeral of a City employee who was a member of his/her Association on the day prior to his/her death.

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

- B. Employees who have qualified for longevity pay and have accumulated at least eighteen hundred (1800) hours of straight time regular payroll hours of paid time during the year immediately preceding any December 1 date or other day of payment will qualify for a full longevity payment provided they are on the payroll on the December 1 date or any other date of qualification. Except for employees first qualifying for increments, the payment will be made in a lump sum annually on the first pay date after December 1.

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

- C. Employees who first qualify for longevity pay increments in any month after any December 1 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 1 date to date of such qualification.
- D. Prorated longevity payments may be made between December 1 dates to qualified employees and officers who separate or take leave from City service, excluding those who are discharged, those who resign and those who resign with a vested pension. Such prorated longevity increment shall be paid for time served on a full calendar month basis since the date of their last longevity payment; provided, that each month shall contain at least 160 straight time regular payroll hours of service.
- E. All of the above provisions except as modified herein shall be in accordance with Chapter 13, Article 7 of the Municipal Code of the City of Detroit.

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

- A. The City shall continue to 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)¹ 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.

The \$2 deductible Drug Rider (Certificate #87) as referenced above, reflects the benefit level at the time the premium sharing arrangement was instituted. Currently, the co-pay for the Prescription Drug benefit is \$3. Retirees shall be responsible for the co-pay amount in effect at the time of retirement.

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 (50%) of any premium charges that exceed the above amounts shall be paid by the employees and fifty percent (50%) 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 for hospitalization and medical insurance based on the Blue Cross/Blue Shield ward service under the Michigan Variable Fee coverage (MVF-2) and the Prescription Drug Group Benefit Certificate with two dollar (\$2) co-pay (Certificate #87)¹ 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 (50%) of any increase over these amounts will be paid by the retiree and fifty percent (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

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The \$2 deductible Drug Rider (Certificate #87) as referenced above, reflects the benefit level at the time the premium sharing arrangement was instituted. Currently, the co-pay for the Prescription Drug benefit is \$3. Retirees shall be responsible for the co-pay amount in effect at the time of retirement.

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, and duty disability retirees and their dependents, a Dental Plan which shall be equivalent to the Blue Cross/Blue Shield program which provides Class I benefit on a twenty-five percent (25%) co-pay basis and Class II and III benefits on a fifty (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 fifty percent (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 make available cost-effective alternative dental plans.

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

- H. The City will provide Optical Care Insurance through the Employee Benefit Board and such benefit will include case-hardened lenses. Employees will make a carrier selection during the enrollment period which will be effective for the following two years.
- I. If, during the term of this Agreement, a Federal Health Care Law is enacted, the parties shall enter into immediate collective bargaining negotiations over the impact of such a law on the existing arrangements for funding and providing health care benefits.

The intent of this provision is that the City's and employee's cost of providing equivalent benefits through the federally mandated plan and private coverage would not exceed what they would be without the passage of the Federal Law.

- J. No insurance carrier shall be allowed to underwrite City Health Care Benefits unless it offers coordination of benefits. All carriers will be required to provide group specific utilization and cost data as a condition of doing business with the City. Copies of all information will be provided to Association and City representatives as directed.
- K. Effective July 1, 1999, employees on the active payroll who are covered by a health care plan offered by an employer other than the City, and can furnish proof of such coverage, may elect to take an annual \$950 cash payment, payable at the end of each three month period, in lieu of the hospital-medical coverage offered by the City. This election shall take place annually during the open enrollment.

Once an employee elects the cash payment, the employee will not receive hospitalization-medical coverage until the next year's enrollment period. If the employee loses his eligibility for the alternate coverage, he/she will be able to resume the City's hospitalization-medical coverage the month following completion of the applicable enrollment forms. The cash payments will cease upon the employee resuming the City's hospitalization-medical coverage.

The City shall have the sole discretion to offer this opt-out provision to current and future retirees who are eligible for the City's hospitalization-medical coverage. This discretion shall extend to the determination of the amount of the cash payment, the method of payment, the eligibility requirements, and the continuance of the opt-out plan itself.

30. 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 \$6,000.00.

1. MEMBERSHIP

Mandatory for regular employees.

2. CONTRIBUTIONS

By the City - \$13.30 per year per employee.

By the employee 20¢ per week or \$10.40 per year.

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

B. 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. Benefits - Dependents:

<u>Cost to Employee</u>	<u>Amount of Insurance</u>
70¢ per week	\$5,000 each dependent

D. ADDITIONAL INSURANCE

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	And so forth in	And so forth in
\$2,500 Increments	\$2,500 Increments	\$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.

31. LAYOFF BENEFIT PLAN

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 30 consecutive calendar days; whereupon he/she will be eligible retroactively for benefits commencing after the second week of layoff.
 - 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 forty-five (\$45.00) dollars.

Section 5. Duration of Supplemental Benefit

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

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

32. WORKERS' COMPENSATION

- A. All employees shall be covered by the applicable Workers' Compensation laws and related benefits. An employee sustaining injury or occupational disease arising out of and in the course of City employment shall be continued on the payroll and his/her time shall be charged to his/her sick leave reserve for all days not covered by Workers' Compensation payments; provided that in the absence of any sick leave reserve he/she shall be paid regular wages or salary to the extent of two-thirds of his/her daily wage or salary but for a period not to exceed seven (7) days; provided also that where the employee has off-time banks and receives income under the Workers' Compensation Act, such income shall be supplemented by the City from his/her off-time banks in an amount sufficient to bring it up to ninety-five percent (95%) of his/her weekly take-home pay. For the purposes of this article, take-home pay is defined as gross pay from the City less Social Security deductions, and less Federal, State and City income tax withholding amounts based on the employee's actual number of dependents. Employees shall be eligible to earn current sick leave.
- B. Employees who are unable to supplement their Workers' Compensation benefit from their off-time banks because the amount of overtime worked causes the benefit to meet or exceed ninety-five (95%) percent of weekly take-home pay, shall be treated like employees who are able to supplement for the purposes of hospitalization, life insurance and current sick leave. This provision does not apply to those employees who are unable to supplement because they have no time available in their off-time banks.
- C. Employees shall not be eligible for holiday pay nor earn additional vacation or reserve sick leave when they are being paid Workers' Compensation benefits.
- D. The City agrees to continue hospitalization and life insurance benefits for employees with one or more years of seniority who have been approved for Workers' Compensation benefits for a period of nine (9) months after they go off the payroll. Thereafter employees will be entitled to benefits which accrue to them through the Pension Plan and the Income Protection Plan.

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

E. Returning Workers to Active Employment

- (1) Consistent with the Workers' Compensation Act and current City practices, the City shall continue its program of returning workers who suffered job injuries back to active employment to perform tasks which are compatible with their current physical capabilities. To the maximum extent possible, employees will be returned to their former job classification in their former department, or if no such position is available, in another City department if they are presently able to perform the essential duties with or without reasonable accommodations.
- (2) If the employee is presently able to perform some but not all of the essential duties, but there is competent medical documentation that he/she will be able to perform all such duties within ninety (90) days, he/she may be placed conditionally in an available position in the classification subject to review by the end of the period. Work tasks assigned will be compatible with present work restrictions.
- (3) If the employee cannot presently be returned to his/her former job classification, he/she will be placed in an appropriate available position in another classification on a temporary basis until such time as the employee is able to return to his/her former job classification or acquires permanent status in the alternate classification by action of the Human Resources Department. The duration of the temporary status shall be in accordance with the Workers' Compensation Act. During the temporary period, efforts will be made to place the employee in available positions consistent with their training and experience and current physical capabilities.
- (4) While employed in the alternate job classification, whether temporary or permanent, the employee shall be represented by the local union having jurisdiction over employees in that classification and at that location. However, residual seniority rights to the employee's former classification shall remain with his/her former bargaining unit. An employee in an alternate classification on a permanent basis continues to have a right to return to his/her former job classification in the former department when physically able to do so.
- (5) Employees returned to work under these provisions shall not be charged with absences for disciplinary purposes where there is medical documentation that such absences were caused and necessitated by the former job injury.
- (6) Employees will be eligible for wage increases granted to their alternate job classification.
- (7) Should a medical dispute arise between the employee's physician and the employer's physician, a third physician will be mutually selected by the doctors and the third doctor's opinion shall be final and binding on the City and Union.

33. RETIREMENT PROVISIONS

- A. Eligibility for Service Retirement Allowance - Any employee who is covered by the provisions of this Agreement and who is a member of the General Retirement System of the City of Detroit who has thirty (30) or more years of credited service may retire upon his/her written application filed with the Board of Trustees setting forth the date, which shall not be less than thirty nor more than ninety days, subsequent to the execution and filing of said written application, he/she desires to be retired. On the date so specified for his/her retirement he/she shall be retired, notwithstanding that pending such period of notification he/she may have separated from City service. Upon his/her retirement he/she shall receive a Retirement Allowance as provided by the City Charter and Municipal Code. Employees may retire on or after July 1, 1992, with 25 years of credited service but less than 30 and receive an actuarially reduced pension which shall be known as the Actuarially Reduced 25 Year Option of the Retirement Plan. Employees who are receiving a duty or a non-duty disability pension or Income Protection benefits may elect to convert to this new option if they otherwise meet the qualifications.

The above paragraph notwithstanding, employees hired after January 1, 1996, shall not be eligible for a Service Retirement until they shall have attained fifty-five (55) years of age. The age requirement shall apply to both the Regular Service Retirement with thirty (30) years of service and the Early Service Retirement (actuarially reduced) with twenty-five (25) or more years of service.

Employees who have resigned with 25 or more years of service since July 1, 1992, shall have ninety (90) days to submit an application for this option from the date they are officially notified by the Pension Bureau that said application can be processed.

After the initial enrollment of applicants by the Pension Bureau, employees who subsequently leave City employment shall have ninety (90) days from their last paid date on the City payroll to select this option.

Retirees who began receiving a Duty or Non-Duty Disability Pension after July 1, 1992, may convert to this option no later than ninety (90) days after they would have had twenty-five (25) years with the City and have been notified by the Pension Bureau of the availability of this option.

Employees who began receiving Income Protection Benefits after July 1, 1992, may convert to this option anytime after they have had twenty-five (25) years of service with the City.

- B. Retirement benefits shall be modified to include an optional coordination of benefits between regular retirement benefits and Social Security benefits for those employees who retire from the City with a regular retirement or the Actuarially Reduced 25 Year Option prior to becoming eligible for Social Security payments. Such coordination of benefits shall cause an approximate leveling of total monthly benefits derived from both the City's retirement system and Social Security without creating any additional actuarial costs.

- C. For employees hired on or after July 1, 1980, the vesting provisions of the City Retirement Plan shall require ten (10) years of service regardless of age in lieu of the "40 and 8" age and service requirement.
- D. 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, 1988, shall not be factored into the formula for determining their pension benefit until they shall have attained age 62. This provision 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/her pension in such a manner shall not be eligible for any pension benefits until his/her sixty-second (62nd) birthday.

- E. Employees who become eligible for a pension under the vesting provisions of the plan, shall be ineligible for any of the hospital, medical, optical or dental benefits provided for other retirees, spouses, dependents or beneficiaries.
- F. Employee contributions to the general retirement annuity fund shall be 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.

Upon attainment of twenty-five (25) years of service, an employee shall be eligible to withdraw, one time only prior to retirement, all or part of his/her annuity savings. Non-Duty and Duty Disability Retirees shall be eligible to withdraw, one time only, all or part of their annuity savings.

- G. At the time of retirement, members of the general City pension system may elect an option which shall entitle them to change their pension option from either option 2 or option 3 to a straight life pension after they have commenced collection of the pension if the member's beneficiary predeceases the member. This shall be known as the Pop-Up Option. The actuarial cost of the change in benefit shall be borne by the member who selects this change in his/her option election.
- H. Employees who retire on or after July 1, 1992, shall have their pensions computed according to the following formula. Using the highest paid 48 consecutive months out of the last 120, including longevity payments, as Average Final Compensation; 1.5% of Average Final Compensation for each year of service for the first 10 years; 1.7% of Average Final Compensation for each year of service for the second 10 years and 1.9% of Average Final Compensation for each year of service in excess of 20 years plus \$12 for each year of City service not to exceed \$120. In no case shall benefits paid by the Retirement System exceed ninety percent (90%) of Average Final Compensation except in the case where a higher pension amount has been earned in accordance with the provisions in effect prior to

July 1, 1992.

- I. The maximum annual amount payable to an individual on a Duty Disability pension shall be increased to \$5,700 and for Non-Duty Disability pension to \$3,900.
- J. Minor dependents under age 19 or permanently mentally or physically impaired dependent children who become impaired prior to age 19 of employees who die with 20 years of service without a surviving spouse shall receive a payment of \$5,700 per year which shall be divided equally amongst all eligible dependents. The payment will cease when the last minor attains age 19 or for mentally or physically impaired children at death. There shall be no retirement escalator for this payment.

The maximum amount of the Accidental Death Benefit as found in Chapter VI, Article VI, Part C, Section 1, Paragraphs B and C of the City Charter shall be increased from \$2,400 to \$5,700 per annum.

- K. The post retirement escalator factor shall increase from 2.0% to 2.25% of original base pension effective July 1, 1992.
- L. Employees shall have the option of selecting from two additional surviving beneficiary options of 25% and 75%.
- M. Annuity Contribution Amounts: Once the City's new computerized payroll system becomes operational, if it has the capability, the City will offer employees the additional option of a 7% annuity contribution. The implementation of this provision is contingent upon approval by the Internal Revenue Service that this change does not jeopardize the Retirement System's tax-exempt status.
- N. All Retirement and Pension Plan Provisions provided for by the City Charter and Municipal Code are incorporated herein by referral unless otherwise specifically modified by this Agreement and Ordinance 2-93, J.C.C. Page 133.
- O. Effective August 1, 1999, or the earliest date thereafter when all required agreements are reached between the City and other parties, the membership of the General Retirement System, Board of Trustees [Article II, Section 2, Subsection (1)] shall be modified to provide that one of the trustees is: "The Mayor of the City or his/her designated representative, ex-officio. Such designated person shall be a full time appointive or classified City employee."

NOTE: Some contents of this Article are modified by the agreed upon MOU titled Pension Improvement Changes. At some appropriate time in the future the parties will re-write the applicable portions of this Article to incorporate the changes reflected in the MOU.

34. SAFETY

The City shall provide reasonably safe working conditions. A dispute as to safety shall be referred to the Grievance Procedure at the third step.

35. FLEX-TIME

The City agrees to maintain the current flex-time system in those departments which have expressed no major problems therewith. This system is as follows:

Employees shall generally be permitted to arrive at their assigned work stations at any time between one hour before and one hour after their currently scheduled starting time. Quitting time for these employees would be that time following completion of their currently assigned number of work hours for that work day.

- a. If an employee's (or employees') presence is required on a specific day at a specific time, the supervisor may deny said employee or employees the right to fully utilize the above described flex-time system on that day.
- b. If an employee or employees are presently assigned to a 2nd or 3rd shift or 24 hour operation, utilization of the above flex-time system shall be modified to permit necessary coverage.

Those departments which have expressed major problems with the current flex-time system will meet with the Association representatives and the Director of Labor Relations and or his/her designated representative in special conference to resolve the problems. These meetings shall take place upon departmental request, and any resulting modifications and or elimination of the program will be effectuated within thirty (30) days thereafter.

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

NOTE: During negotiations, the parties agreed that the Child Development Coordinator groups of positions in the Human Services Department shall be permitted a flex-time period of one-half hour before and one-half hour after their normal starting time.

36. MILEAGE

A. Rates of Payment

Effective July 1, 1999, when an employee covered by this Agreement is assigned to use his/her automobile to perform his/her job, he/she shall be paid mileage at the rate of 31¢ per mile. In addition, \$2.19 per day is to be paid for each day an employee is required to use his/her car for City business.

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

B. Definition of Reimbursable Mileage

1. Trips from home to headquarters and back home shall not constitute reimbursable mileage.
2. Trips in either direction between home and any officially designated point (when there is no specific headquarters) shall not constitute reimbursable mileage.
3. Trips from headquarters (or from the designated starting point if he/she has no headquarters) to a job, from job to job, and if directed, back to headquarters or starting point, shall constitute reimbursable mileage.
4. For those employees who do not report to a specific headquarters, or starting point on any given day, mileage in excess of 15 miles from home directly to a job at other than headquarters or starting point at the start of the work day and mileage in excess of 15 miles from a job located at other point than headquarters or starting point to home at the end of work day shall constitute reimbursable mileage.
5. In order to receive mileage reimbursement an employee must actually use an automobile on City business.

C. Accident Payments

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

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

- E. When an employee covered by this Agreement is regularly assigned to a job which requires the use of an automobile during his/her normal working hours, he/she shall be required to furnish said car.
- F. Use of personal vehicles for out of town travel shall be in accordance with Budget Directive 98-1: Travel Procedures, as revised September, 1998.

37. OTHER CONDITIONS OF EMPLOYMENT

Fringe benefits and working conditions except as otherwise expressly provided herein, shall be in accordance with the City Charter, Ordinances, Resolutions, and Executive Orders, and Human Resources Department Rules in effect on the date of agreement on the provisions of this Article.

Bargaining unit members will be given consideration for future promotional opportunities in City departments by the submission of a resume in accordance with the procedures set forth in Personnel Directive 83-2.

38. EXCUSED TIME OFF FOR ASSOCIATION PRESIDENT

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

39. 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. Residence shall mean the employee's actual domicile. A person can have only one domicile.

Matters of the eligibility of employees for continued employment based on residency shall be determined in accordance with rules and procedures established by the Civil Service Commission. Such matters are not subject to the arbitration provisions of the Agreement. The Association President shall receive notice of all scheduled administrative hearings involving bargaining unit members.

40. SAVINGS CLAUSE

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

41. MISCELLANEOUS

- A. All salaried employees will have their hourly rates computed by dividing their annual salary by two thousand eighty (2080) hours.
- B. Deferred Compensation Plan: Employees shall be eligible for a Deferred Compensation Plan made available by the City. Participation in the Plan shall be optional with each employee.
- C. Unless otherwise specified in this Agreement, effective October 1, 1980, the basic step increment schedule for salary classifications shall be changed so that the annual increments will be five percent (5%) of the employee's salary as of the date the increment is normally paid, not to exceed the maximum rate for the classification.

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

- D. Effective July 1, 1980, employee benefits for those employees sixty-five (65) years of age and older may be modified as permitted by law but shall not result in any additional cost to the employee, (e.g. coordination of Medicare/Medicaid coverage with City hospitalization coverage).
- E. Employees will be eligible for the City of Detroit Income Protection Plan. In the event that an insurance rider which extends Income Protection coverage at the expense of the employee becomes available, the City will agree to attach such rider to its Master contract as long as no additional cost to the City results.
- F. Where by payroll error an employee is underpaid or overpaid, the City is expressly authorized to correct the underpayment or overpayment by payroll adjustment. The City shall notify an employee in writing fourteen (14) days prior to making any overpayment recovery.

The correction of the underpayment shall be made within sixty (60) days after notification to the department Human Resources 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 two thousand six hundred (\$2,600), the City reserves the right to seek immediate recovery through the appropriate legal proceedings.

42. SHIFT PREMIUMS

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

NOTE: Registered nurses classifications and Principal Medical Technologists who work on the afternoon shift shall be paid seventy-five cents (75¢) per hour premium. Registered nurses who work on the night shift shall be paid eighty-five cents (85¢) per hour premium.

43. TUITION REFUND

1. Bargaining unit members may participate in the City's Tuition Refund Program as administered by the Human Resources Department. Employees requesting a tuition refund should submit the applications to the Human Resources Officer in their department.
2. Effective July 1, 1999, the maximum amount of the tuition refund shall be as indicated below in accordance with the Tuition Refund Program policies as administered by the Human Resources Department:
 1. An eligible employee will be entitled to receive a maximum of \$850 per fiscal year to be applied toward tuition in seeking a graduate degree from an accredited university.
 2. An eligible employee will be entitled to receive a maximum of \$700 per fiscal year to be applied toward tuition in seeking an undergraduate degree from an accredited university.
 3. An eligible employee will be entitled to receive a maximum of \$600 per fiscal year to be applied toward payment for participation in employee development programs

The above amounts cannot be pyramided to permit any employee to receive more than a total amount of \$850 in any fiscal year.

44. DURATION, MODIFICATION AND TERMINATION

It is agreed between the parties that this contract shall continue in full force and effect until 11:59 p.m., June 30, 2001. If either party desires to modify this contract it shall give written notice during the month of February, 2001. Negotiations for a new contract shall commence thirty (30) days after that date.

In the event that the City and the Association fail to arrive at an Agreement on wages, fringe benefits, or other monetary matters, and non-economic items by June 30, 2001, this Agreement will remain in effect on a day to day basis. Either party may terminate the Agreement by giving the other party a ten (10) day written notice on or after June 20, 2001.

IN WITNESS WHEREOF, the parties hereto have affixed their signature below

Dated This 18th Day of April, 2000

ASSOCIATION OF PROFESSIONAL
AND TECHNICAL EMPLOYEES

CITY OF DETROIT

Thomas Kneeshaw
Thomas Kneeshaw, President
Association of Professional
And Technical Employees

Dennis W. Archer
Dennis W. Archer, Mayor

Dempsey Addison
Dempsey Addison
First Vice-President

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

Samella Walker
Samella Walker
Second Vice President

Gary K. Dent
Gary K. Dent Group Executive &
Human Resources Director

Alberta Smith-Plump
Alberta Smith-Plump
Secretary

Phyllis A. James
Phyllis A. James,
Corporation Counsel Law Department

Sheila Wade
Sheila Wade
Treasurer

J. Edward Hannan
J. Edward Hannan, Director
Finance Department

APPROVED AND CONFIRMED BY
THE CITY COUNCIL 16/2/00
Jacquel L. Currie
JACQUEL L. CURRIE
CITY CLERK

MEMORANDUM of UNDERSTANDING
Between the
CITY of DETROIT
and the
**ASSOCIATION of PROFESSIONAL and TECHNICAL
EMPLOYEES**

RE: PENSION IMPROVEMENT CHANGES

The parties hereby agree that the pension improvement changes set forth herein shall become a part of the collective bargaining agreement now being negotiated as a successor labor agreement to their 1995-1998 labor contract. Notwithstanding that such successor agreement shall not have been completed as of September 8, 1998, the date on which this Memorandum of Understanding was agreed to, these improvement changes will be effective on or after July 1, 1998, unless another date is specifically provided for in the particular improvement change at issue. The actual implementation or payment of any of these improvements cannot, however, take effect until after the City Council officially ratifies the full labor agreement into which these provisions will be placed.

- A. Annual Amount - Sum of (a) a basic pension of \$12 for each of the first 10 years of service, plus (b) a pension equal to the first 10 years of service multiplied by 1.6% of AFC, plus 1.8% of AFC for each year of service greater than 10 years up to 20 years, plus 2.0% of AFC for each year of service greater than 20 years up to 25 years, plus 2.2% of AFC for each year of service greater than 25 years.
- B. Effective for bargaining unit members who retire on or after July 1, 1999, they shall have the option to 1) select the Unused Sick Leave On Retirement payment benefit provided for in Article 26 of this labor agreement or 2) choose to receive payment of one-quarter (1/4) of their unused sick time and have that sum included in the average final compensation used to compute the membership service pension portion of their retirement allowance.
- C. The AFC period shall be the highest 3 consecutive years out of the last 10 years of service.
- D. Effective January 1, 1999, for any person who was a member of the bargaining unit at the time of retirement with either a duty disability or a non-duty disability, the maximum annual benefits shall be \$9,000 for a duty disability pension and \$6,000 for a non-duty disability pension.
- E. Minor dependents under age 19 or permanently mentally or physically impaired dependent children who become impaired prior to age 19 of employees who die with 20 years of service without a surviving spouse shall receive a payment of \$9,000 per year which shall be divided equally amongst all eligible dependents. The payment will cease when the last minor child attains age 19 or for permanently mentally or physically impaired children at death. The maximum amount of the Accidental Death Benefit as found in Chapter VI, Article VI, Part C, section 1, Paragraphs B and C of the City Charter shall be increased to \$9,000.

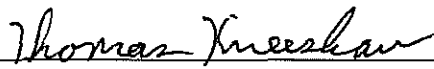
- F. In addition to in-service death pension benefits which already exist for employees with 20 or more years of service, if a bargaining unit member dies after having attained 15 or more but less than 20 years of creditable service at any age below 60, the surviving spouse will be paid a 50% joint and survivor election. Dependent children, if there is no eligible surviving spouse, are to be paid a total of \$6,000 which shall be divided equally amongst all eligible dependents until the youngest child reaches age 19, or for life if a child is permanently physically or mentally impaired.

- G. Members of the bargaining unit shall have the option of belonging to the City's current defined benefit/defined contribution retirement plan or a new defined contribution retirement plan in accordance with the rules the City will issue for a defined contribution plan. The parties agree the DC plan the Executive Branch will propose for acceptance by the City Council, although not specifically detailed at this, time, is intended to be primarily in accordance with the provisions which were last advocated by the Executive Branch in November-December, 1997.

All of the above provision changes will be presented to the Internal Revenue Service and are subject to being final only upon a determination that they are acceptable and approved and will not harm the current favorable tax-exempt status of the General Retirement System.

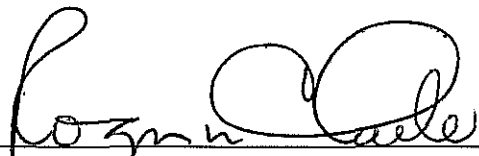
Agreed to this 8th day of September, 1998.
(Paragraph B revised September 2, 1999.)

FOR THE ASSOCIATION



Thomas Kneeshaw, President
Association of Professional
& Technical Employees

FOR THE CITY OF DETROIT



Roger N. Cheek, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND
ASSOCIATION OF PROFESSIONAL AND TECHNICAL
EMPLOYEES

RE: LABOR/MANAGEMENT COMMITTEE


The parties acknowledge a need to establish a means for a continuing dialogue between management and union representatives to discuss and resolve matters that are of mutual concern, and to work cooperatively toward improving services, and the effective delivery of such services, to the citizens of Detroit. Accordingly, the parties have agreed to establish a Labor/Management Committee.

Composition of the Committee shall consist of three (3) members of the Association, one of whom shall be the Association President and three (3) management representatives, one of whom shall be the Labor Relations Director or his/her designated representative. Appointment of the association and management representatives shall be on an ad hoc basis; that is, committee members can be chosen based on the item(s) on the meeting agenda.

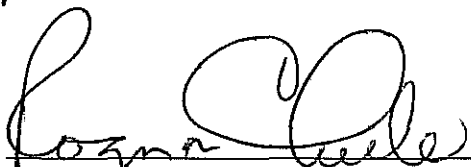
The proper subjects to be discussed by the Labor/Management Committee shall include employment issues that are unique or of special concern to the department, or how provisions of the Master Agreement shall be applied in the department. Proper issues for discussion may include methods of increasing productivity, implementing technological changes, and training employees in the department.

The parties agree that to increase effectiveness of Committee discussions, relevant training in specific subject areas should be made available to committee members. Provisions may be made to send selected committee members to seminars, workshops or in-service training.

Dated this 18th day of April, 2000



Thomas Kneeshaw, President
Association of Professional and
Technical Employees



Roger N. Cheek, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND THE
ASSOCIATION OF PROFESSIONAL AND TECHNICAL
EMPLOYEES

RE: REGISTERED NURSES, MEDICAL TECHNOLOGISTS AND OTHER PROFESSIONAL HEALTH CARE EMPLOYEES

- A. Uniform Allowance: Registered Nurses, Medical Technologists and other professional health care employees in the bargaining unit who are required to wear a specific uniform will receive a one hundred and ninety dollar (\$190) allowance once annually during the term of this Agreement. Eligible employees must be on their department's payroll at the time payment is issued.
- B. Maintenance of Registration: Registration as a nurse in the State of Michigan is a condition of employment. In order to continue employment all registered nurses must furnish proof of renewal of their Michigan Registration to the Nursing Office each year. Registration with the American Society of Medical Technologists (American Society of Clinical Pathologists) is required for Medical Technologists as a condition of employment. Other professional health care employees may be required to obtain registration as stated in the job specification for their classification.
- C. Credit for Experience: Experience for nurses will be evaluated on the following basis:
1. New Hires
 - a. Non-City Experience -- Each year of comparable experience will entitle an employee to a step within the range not to exceed one step level below the maximum.
 - b. City Experience -- If an employee returns within one (1) year after termination, he/she will return at the same experience level held as of date of termination. If an employee returns after one (1) year, he/she will be entitled to one (1) step for each year of comparable experience with the City, not to exceed one level below maximum.
 - c. Combination Experience -- Allowable under a and b.
 2. General
 - a. Information on experience and education will be secured and evaluated by the Human Resources Department when a nurse is hired. A copy of the evaluation will be given to the employee by the department.

- b. In counting experience, credit will be granted for full-time scheduled work years only. Leaves of absence in excess of thirty (30) calendar days shall be excluded. However, in totaling such work experience, the City will "round up" to the next full year when the remaining experience beyond the lower full year is ten (10) months or more.
- c. Part-time experience shall be equated to full-time experience on the basis of 250 calendar days equaling a full year of experience. 2-b above will apply to a partial year of experience.
- d. Only nursing experience within the last ten (10) years will be counted.
- e. Once credit is evaluated and the appropriate rate level established, no additional credit for experience prior to appointment will be granted unless an error was made in the original evaluation.

D. Professional Conferences:

- 1. With prior approval of the division head and department head, and subject to the approval of the City Council when necessary, Registered Professional Nurses shall be given time off without loss of pay to attend professional conferences. A Registered Nurse requesting time off to attend professional conferences of more than one (1) day's duration shall notify the division head at least four (4) weeks in advance of the meeting registration deadline, and the division head shall give a written reply to the nurse's request for time off at least one (1) week prior to such deadline.
- 2. A nurse may submit a request to the division head one (1) week in advance, for time off to attend professional conferences of one (1) day's duration or less.

E. Educational Bonus: All employees in the nursing series with a Masters Degree in the field of nursing will be entitled to a three hundred dollar (\$300) educational bonus not to exceed the maximum rate.

F. Health Program: The City agrees to provide the following health program to Nurses and Principal Medical Technologists:

- 1. Free Tests:
 - a. Annual tuberculin testing (including Chest X-Ray)
 - b. Blood test (CBC)
 - c. Vision and hearing
 - d. Urinalysis

Results of above tests must be sent to private physicians upon request.

3. Free Immunizations:

- a. Small Pox vaccination
- b. Tetanus toxoid series or booster
- c. Influenza
- d. Adult diphtheria toxoid series or booster
- e. Polio series or booster
- f. Heptavax series (for employees who work directly with blood.)

G. The State of Michigan has enacted a requirement of Continuing Education as a condition of maintaining Health Profession Licensure. Within sixty (60) days of ratification of this Agreement by City Council, the City and the Association representatives shall meet in Special Conference(s) to develop the procedures, rules, etc. which shall be applicable to meet the licensure requirement. The affected Health Professionals will be allowed to use their five conference days for the purpose of attending classes, seminars or conferences required for state licensure.


H. Promotions

1. A notice of promotional opportunity will be posted at each work location within the department for Supervisory Public Health positions for not less than ten (10) working days. Any eligible employee may file a written notice of consideration or interest with the human resources office. Any eligible employee who applies for a promotion and who is not considered qualified will be given written notification of the reason of his/her disqualification.
2. All qualified personnel will then be listed in rank order on the basis of:
 - a. Work performance and work habits, (includes service rating, attendance, disciplinary actions, etc.), maximum thirty (30) points.
 - b. Related experience, maximum twenty (20) points.
 - c. Training and education, maximum twenty (20) points.
 - d. Length of city service, (1 point per year), maximum ten (10) points.
 - e. Demonstrated promotional potential, maximum thirty (30) points.
3. As promotional opportunities occur, they will be filled by selecting one of the top three (3) candidates from the above mentioned list. The employee selected for promotion shall be given an orientation as to the duties and responsibilities of his/her new position either before or during the probationary period. Promotional lists shall remain in effect for a period of one (1) year from the date of adoption.


4. It is recognized that exceptions from the above provisions can be made when Career Development Programs are instituted for Affirmative Action purposes.

- I. In-service Training: The City shall provide in-service training, both practice and theory, to all qualified personnel where it is evident that such training is necessary.

Dated this 18th day of April, 2000



Thomas Kneeshaw, President
Association of Professional and
Technical Employees



Roger N. Cheek, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND THE
ASSOCIATION OF PROFESSIONAL AND TECHNICAL
EMPLOYEES

RE: PRECEDENCE OF ADA & MHCRA OBLIGATION TO DISABLED PERSONS

WHEREAS the CITY OF DETROIT and the ASSOCIATION OF PROFESSIONAL AND TECHNICAL EMPLOYEES each became subject to the provisions of the Americans with Disabilities Act of 1990 (ADA), Title I, on July 26, 1992; and

WHEREAS the parties are also subject to the provisions of the Michigan Handicappers' Civil Rights Act (MHCRA); and

WHEREAS these pieces of legislation are new comprehensive civil rights acts providing for non-discrimination of persons who, in accordance with the standards and contents of said acts, are disabled and yet fully-qualified to perform applicable City jobs; and

WHEREAS these acts impose new obligations upon the CITY OF DETROIT and the ASSOCIATION OF PROFESSIONAL AND TECHNICAL EMPLOYEES with regard to employment-related interaction with such covered persons and the ADA specifically proscribes any precedence for labor contract provisions contrary to that Act; and

WHEREAS the full impact of the legislation's' application to CITY OF DETROIT employment policies, present and future, and the changes that will necessarily have to be made to past practices, including those that grew out of the operation of the provisions of prior labor agreements between the parties, cannot be fully determined at this time; and

WHEREAS the congressional history surrounding the ADA's enactment and the subsequent EEOC-written Federal Regulations issued to assist in its implementation and enforcement, specifically recognize that many critical determinations to be made concerning compliance will be on a case-by-case basis; and

WHEREAS the congressional history of the EEOC-written Federal Regulations also encourage employers and labor unions to agree to the type of provisions set forth in this Memorandum and elsewhere in the Master Collective Bargaining Agreements;


NOW THEREFORE in recognition of the forestated obligations and anticipated uncertainties attendant the MHCRA, and the ADA in particular, the parties hereby agreed that:

1. They were obliged to and have hereby abandoned or amended any provisions contained in prior agreements and past acceptable employment practices which would now be contrary to the provisions of the subject Acts.


2. (a) The language in contract articles entitled: Purpose and Intent; Management Rights and Responsibilities; Equal Employment Opportunity; Safety; Seniority; Maintenance of Conditions; Workers' Compensation; and Grievance Procedure is subordinated to the contents of this Memorandum and references within those articles, if any, which refer specifically to the ADA and the MHCRA or to non-discrimination of qualified disabled persons generally, have been made to allow the City to fully effectuate the mandates of the said non-discrimination Acts.

(b) In addition to those instances where specific references have been made to the precedence of the accommodation obligations of the Acts, it is also agreed that the general language contained in the balance of the agreement shall not be construed to negate the otherwise clear intention to provide the accommodations called for as a consequence of the contents of this Memorandum and said specific references cited in the preceding subparagraph 2(a).
3. The various provisions of this Memorandum and those cited in paragraph 2(a) will be liberally construed in favor of empowering the City of Detroit to make employment decisions that carry out the goals of the Act.
4. In recognition of the case-by-case determinations that will have to be made in order to sometimes accurately know what the ADA requires be done in a given situation, the City, so long as it acted in good faith in its initial actions, shall be allowed to make, without liability or penalty, those after-the-fact adjustment to employment decisions which are later determined to have actually been required at the initial time of action so as to effectuate the requirements of the Act.
5. In no case shall this Memorandum of Understanding be interpreted or construed to result in an Association of Professional and Technical Employees member with higher seniority being laid off or demoted so that a disabled employee with lower seniority may retain their job.

Dated this 18th day of April, 2000



Thomas Kneeshaw, President
Association of Professional
and Technical Employees



Roger N. Cheek, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND THE
ASSOCIATION OF PROFESSIONAL AND TECHNICAL
EMPLOYEES

RE: TEMPORARY PLACEMENT OF EMPLOYEES INTO OTHER DUTIES/DEPARTMENTS


The parties agreed to several initiatives in the 1995-1998 contract to reduce costs and improve services to the public. One of those initiatives was that a procedure would be instituted to allow employees to be temporarily placed into other duties and departments other than their permanent shift and assignment locations. The parties have agreed to continue this initiative during the 1998-2001 contract period.

Such temporary placements shall be subject to the following conditions:

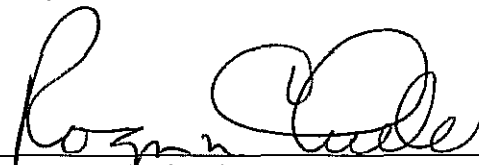
1. Limited to moving an employee once per year; thereafter, the employee must have volunteered for additional temporary assignments.
2. The period of a temporary assignment under this language is forty-five (45) days.
3. The employees shall not be required to perform work out of their class.
4. Out-of-class (OOC) opportunities at the "transferred-in" location (TIL) must be preserved.
5. Promotional opportunities at the "transferred-out" location (TOL) must not be lost.
6. If the work at the TIL is an upgrade, the employee gets the OOC rate.
7. The Association must be notified of proposed move, reasons, etc. at least thirty (30) days before the planned move. The City will consider the Association's response to the proposed movement of employees.
8. Any vacation period the moved employee had approved at the TOL will continue to be honored at the TIL.

The parties agree that the details related to the implementation of this governmental operations improvement initiative shall be a proper subject for a Special Conference between the parties.

Dated this 18TH of April, 2000



Thomas Kneeshaw, President
Association of Professional and
Technical Employees



Roger N. Cheek, Director
Labor Relations


MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND THE
ASSOCIATION OF PROFESSIONAL AND TECHNICAL
EMPLOYEES

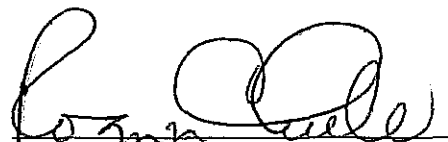
RE: INFORMATION TECHNOLOGY SERVICES CLASSIFICATIONS

1. Effective July 1, 1999, the pay ranges for the following classifications shall be as follows. These rates will be adjusted by the general wage increase which shall become effective July 1, 2000.
2.

<u>Class Code</u>	<u>Classification</u>	<u>Min</u>	<u>Max</u>
04-17-42	Principal Data Processing Programmer Analyst	\$51,300	\$58,900
04-16-35	Data Base Administrator	\$51,300	\$58,900
04-16-37	Systems Programming Coordinator	\$51,300	\$58,900
3. Employees in these titles will receive annual increases in any amount based upon an evaluation of work performance. Employees may be hired or pay may be increased by the department to any rate within the range to recognize merit and aid in recruitment and retention.
4. Bargaining unit members shall be eligible for regularly scheduled annual step increases based on service in the classification up to and including April 1, 2001. After this date, prior to approving or denying annual pay increases for employees in this classification, the department is required to complete an evaluation of the employee's work performance annually in accordance with procedures established by the Classification/Compensation Division of the Human Resources Department. This includes a discussion with the employee to establish work standards and factors to be considered during the evaluation of work performance.
5. After April 1, 2001, any pay increases recommended by the employing department director shall be submitted to the Classification/Compensation Division and presented to the Human Resources Director who shall certify that the recommended pay increase is consistent with established policies and procedures. The Finance Director shall then take action authorizing implementation of the certified recommended increase.
6. Current bargaining unit members promoted to the classification shall be placed at any pay level within the pay range but no less than five percent (5%) above their current salary.

Dated this 18th of April, 2000


Thomas Kneeshaw, President
Association of Professional
and Technical Employees

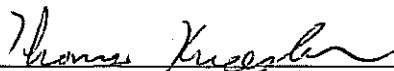

Roger N. Cheek, Director
Labor Relations


MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND THE
ASSOCIATION OF PROFESSIONAL AND TECHNICAL
EMPLOYEES

RE: NEW CLASSIFICATIONS: SENIOR AUDITOR AND APPRAISER III

1. Effective July 1, 1999, pay ranges for the new classifications of Senior Auditor (04-20-42) and Appraiser III (06-10-40) are established with a minimum of \$44,200 and a maximum of \$62,000. These rates shall not be adjusted for the general increases implemented in accordance with Article 20 on July 1, 1999, and July 1, 2000; however, employees in the classification shall be eligible to receive the July 1, 2000, general wage increase not to exceed the maximum of the pay range.
2. Employees placed into this title will receive annual increases in any amount dependent upon an evaluation of work performance. Employees may be hired or pay may be increased by the department to any rate within the range to recognize merit and aid in recruitment and retention.
3. Prior to approving or denying annual pay increases for employees placed in this title, the department is required to complete an evaluation of the employee's work performance annually in accordance with procedures established by the Classification/Compensation Division of the Human Resources Department. This includes a discussion with the employee to establish work standards and factors to be considered during the evaluation of work performance.
4. Any pay increases recommended by the employing department director shall be submitted to the Classification/Compensation Division and presented to the Human Resources Director who shall certify that the recommended pay increase is consistent with established policies and procedures. The Finance Director shall then take action authorizing implementation of the certified recommended increase.
5. Current bargaining unit members promoted to the new classifications shall be placed at any pay level within the pay range but no less than five percent (5%) above their current salary.

Dated this 18th Day of April 2000


Thomas Kneeshaw, President
Association of Professional &
Technical Employees


Roger N. Cheek, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND THE
ASSOCIATION OF PROFESSIONAL AND TECHNICAL
EMPLOYEES

RE: SPECIAL ADJUSTMENTS

Effective July 1, 1999, the minimum and maximum rates for the classifications listed below shall receive a Special Wage Adjustment sufficient to equate them to the July 1, 1999, non-union principal-level professional series rate. The new pay range for these classifications shall be a minimum of \$46,600 and a maximum of \$50,000. These rates shall be adjusted by the general wage increase effective July 1, 2000.

Employees holding these titles as of the date of the increase shall receive an individual wage increase equal to the greater of the two increases between the minimums and between the maximums, but in no event to exceed the maximum of the rate range, all in accordance with standard City practice for such increases.

Class Code	Classification
01-20-61	Administrative Assistant Grade II
01-22-36	Administrative Assistant Grade II - Communication & Creative Services
01-22-37	Administrative Assistant Grade II - Buildings & Safety Engineering
01-22-38	Administrative Assistant Grade II - Civic Center
01-22-39	Administrative Assistant Grade II - City Engineering
01-22-41	Administrative Assistant Grade II - Public Works
01-22-43	Administrative Assistant Grade II - Finance
01-22-45	Administrative Assistant Grade II - Health
01-22-46	Administrative Assistant Grade II - Historical
01-22-49	Administrative Assistant Grade II - Law
01-22-50	Administrative Assistant Grade II - Human Services
01-22-51	Administrative Assistant Grade II - Police
01-22-53	Administrative Assistant Grade II - Traffic Engineers
01-22-55	Administrative Assistant Grade II - Water & Sewerage
01-22-56	Administrative Assistant Grade II - Cultural Affairs
01-22-57	Administrative Assistant Grade II - Zoological Institute


01-22-58	Administrative Assistant Grade II - Recreation
01-22-59	Administrative Assistant Grade II - Senior Citizens
04-15-41	Principal Government Analyst
04-20-41	Principal Accountant
05-10-41	Principal Purchases Agent
06-10-41	Principal Appraiser - Realty
06-10-43	Principal Appraiser - Personalty
07-50-41	Principal Job Development & Training Specialist
09-93-45	Principal Social Planning & Development Specialist
09-94-30	Principal Program Development & Evaluation Specialist-Substance Abuse
09-96-41	Principal Industrial & Commercial Development Specialist - General
09-96-42	Principal Industrial & Commercial Development Specialist - Minority Enterprise
09-96-43	Principal Industrial & Commercial Development Specialist - Special Projects Financing
11-40-41	Principal City Planner (Interim)
11-41-41	Principal City Planner-Research
11-42-41	Principal City Planner-Design
24-33-31	Principal Medical Technologist
41-20-41	Principal Social Worker
41-22-16	Child Development Coordinator - Handicap Services
41-22-17	Child Development Coordinator - Educational Services
41-22-19	Child Development Coordinator - Health Services
41-22-20	Child Development Coordinator - Social Services
41-22-21	Child Development Coordinator - Training
41-22-22	Child Development Coordinator - Parent Participation
41-22-23	Child development Coordinator - Nutrition Services
41-30-35	Principal Community Services Assistant
41-40-07	Work Program Administrator
42-20-41	Principal Development Specialist

42-20-42	Principal Development Specialist - Historic Preservation
55-13-04	Principal Accountant - Public Housing
55-13-09	Principal Purchasing Agent - Public Housing
55-16-07	Public Housing Manager - Grade IV
55-20-05	Principal Governmental Analyst - Public Housing


Effective July 1, 1999, the minimum and maximum rates for the classifications listed below shall be as follows: These rates shall be adjusted by the general wage increase effective July 1, 2000.

55-16-05	Public Housing Manager - Grade III	Minimum \$39,200	Maximum \$42,800
06-10-47	Appraisal Specialist - Central Business District	Minimum \$50,100	Maximum \$52,300
02-50-41	Principal Data Processing Equipment Operator	Minimum \$31,900	Maximum \$33,700
09-33-41	Supervising Assessment Technician	Minimum \$40,800	Maximum \$42,800

Dated This 18th Day of April, 2000



 Thomas Kneeshaw, President
 Association of Professional and
 Technical Employees



 Roger N. Cheek, Director
 Labor Relations

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND THE
ASSOCIATION OF PROFESSIONAL AND TECHNICAL
EMPLOYEES

RE: Implementing the Work Performance Program

The Memorandum of Understanding granting special increases to bargaining unit members specifies that after April 1, 2001, all pay increases within the pay ranges for their job classifications shall be based upon an evaluation of the employee's work performance over the preceding twelve (12) months. The methods and procedures to be utilized in these employee work performance appraisals of bargaining unit members is the Performance Planning and Development Process developed by the Classification/Compensation Division of the Human Resources Department except as modified by this Memorandum.

- A. Employee work performance criteria which are to be evaluated by supervisors are to be established for all bargaining unit members. The activity weighting for each of the work performance criteria shall also be specified with the total for all criteria equal to one hundred percent (100%).
- B. One of the performance criteria shall be "reliability" which shall take into account the extent to which an employee was present and available to carry out his/her work assignments.
- C. Employees will be rated by their supervisor on each of the performance criteria in accordance with the following:
 - ◆ Exceeds Expectations - 3 points
 - ◆ Meets Expectations - 2 points
 - ◆ Needs Improvement - 1 point
 - ◆ Unsatisfactory Performance - 0

If the supervisor rates an employee on a performance criterion as Exceeds Expectations, Needs Improvement or Unsatisfactory Performance, he/she must explain such rating in the Comments section of the evaluation form.

- D. For each performance criteria, the rating will be multiplied by the activity weighting to produce Performance Points for each performance criterion. The Performance Points for all performance criteria would be added to produce the Summary Evaluation Rating. Employees will receive pay increases based on their Summary Evaluation Ratings in accordance with the following matrix:

<u>Summary Evaluation Rating</u>		<u>Pay Increase*</u>
Exceeds Expectations	260 - 300	7%
Meets Expectations	180 - 259	5%
Needs Improvement	100 - 179	3%
Unsatisfactory	0 - 99	0

*Not to exceed maximum for the class.

- E. Employees will be evaluated within the thirty (30) calendar day period prior to the beginning of the quarter at which they normally would have been considered for a step increment. Efforts will be made to implement pay increases within a reasonable time after the beginning of the quarter. All pay increases will be retroactive to the beginning of the quarter.

Supervisors will be held accountable for conducting timely evaluation meetings with employees and submitting timely performance evaluation documents. Failure of management to conduct timely meetings, submit required documents, or timely implement pay increases shall result in affected employees receiving a standard five-percent (5%) pay increase retroactive to the beginning of the quarter.

- F. All employees who disagree with some or all of the ratings they received on the performance criteria may present their reasons in writing which will be attached to the performance evaluation form in the employee's department personnel file. Those employees who received a Summary Evaluation Rating of "Needs Improvement" or "Unsatisfactory" may submit a written appeal to the Department Director who shall investigate the matter and submit a written answer. If the matter is not resolved, the employee may forward his appeal to the department's Human Resources Office and a Review Panel will be scheduled to hear the employee's appeal.

Operation of the Review Panel

Department management and the Association will each submit the names of ten (10) persons who can be called upon to serve on the Review Panel. They are to be persons familiar with work performed by bargaining unit members. For each appeal, two (2) persons will be selected from each of the lists on a random basis. However, no person who is currently an immediate supervisor of the appellant or a co-worker in the same work unit as the appellant can serve on the Review Panel for that appellant. A staff member of the Human Resources Department shall serve as chairperson for the Review Panel.

All Review Panel members are expected to objectively and fairly review the case before them. After giving both the employee and the evaluating supervisor the opportunity to present their cases, the members of the Review Panel will discuss the matter and then the Panel (excluding the chairperson) shall take a secret vote, i.e. whether or not the employee's Summary Evaluation Rating should be changed. If the vote produces a majority, the issue is decided; if the vote produces a "tie", the chairperson's vote shall break the "tie". The decision of the Review Panel shall be final.

- G. The rating for the Reliability performance criterion shall be in accordance with the following:

Attendance

- ◆ 4 or less occurrences of absence - 3 points
- ◆ 5 to 7 occurrences of absence - 2 points
- ◆ 8 to 11 occurrences of absence - 1 point
- ◆ 12 or more occurrences of absence - 0

Not counted in occurrences of absence would be approved department leave days, approved unpaid time off for union business, time off due to job injury, and occurrences of absence which qualify as Family and Medical Leave Act (FMLA) events.

Tardiness

- ◆ 4 or less instances of tardiness - 3 points
- ◆ 5 to 7 instances of tardiness - 2 points
- ◆ 8 to 11 instances of tardiness - 1 point
- ◆ 12 or more instances of tardiness - 0

Other Events Affecting Reliability Rating: An instance of discipline for being AWOL or two (2) or more instances of discipline for being away from worksite without approval or leaving worksite prior to being relieved will result in disqualifying the employee for any points on the reliability performance criterion.

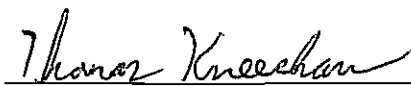
An eligibility requirement to receive any points on the reliability performance criterion is that the employee must have accumulated at least 1600 hours of paid time, exclusive of overtime, during the preceding twelve (12) months.

8. Special Circumstances: Appropriate Action Will be Taken in the Following Circumstances.

- ◆ Where an employee has more than one supervisor during the twelve (12) month evaluation period, the employee shall be evaluated by the employee's current supervisor but shall receive input from the employee's prior supervisors, and all contributing supervisors shall sign the evaluation form.
- ◆ If an employee is disciplined during the evaluation period, but the discipline is subsequently rescinded and the employee "made whole", his/her performance ratings will be reviewed and if the discipline significantly affected those ratings, the employee's Summary Evaluation Rating will be adjusted and the employee awarded the proper pay increase retroactive to the date it was due.
- ◆ If an employee has filed a complaint against his/her supervisor alleging harassment or discriminatory treatment, the department director will review the complaint and may direct that the employee's performance appraisal shall be done by an alternate supervisor familiar with the employee's work assignments and job performance.

9. The Summary Evaluation Ratings cannot be used to discipline employees. However, Unsatisfactory or continued Needs Improvement ratings on work performance criteria indicates that performance improvement is necessary and reflects work deficiencies or unacceptable work habits on the job. Management can continue to take disciplinary action consistent with just cause and department work rules for poor performance and misconduct on the job.

Dated This 18th Day of April, 2000



Thomas Kneeshaw, President
Association of Professional and
Technical Employees



Roger N. Cheek, Director
Labor Relations

EXHIBIT I

ASSOCIATION REPRESENTATIVES

Association representatives and alternates shall be as follows:

- A. Coleman A. Young Municipal Center: Two (2) Association representatives and two (2) alternates.
- B. Non-Coleman A. Young Municipal Center Sites (City-Wide): Four (4) Association representatives and four (4) alternates.
- C. No more than one (1) Association representative and alternate shall be designated at a given time from any particular department with less than forty (40) A.P.T.E. members. There may be two (2) Association representatives and alternates from departments with forty (40) or more A.P.T.E. members. The total number of Association representatives shall not exceed six (6). There will be no more than one (1) Association representative and one (1) alternate from the same division.

Exhibit II

APTE SALARY SCHEDULE

Class Code	Classification	2% General Wage Increase Effective 7-1-98		3% General Wage Increase Effective 7-1-99		Special Adjustment Effective 7-1-99		3% General Wage Increase Effective 7-1-2000	
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
01-20-61	Administrative Assistant Grade II	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
01-22-36	Administrative Assistant Grade II - Communication & Creative Services	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
01-22-37	Administrative Assistant Grade II - Buildings & Safety Engineering	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
01-22-38	Administrative Assistant Grade II - Civic Center	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
01-22-39	Administrative Assistant Grade II - City Engineering	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
01-22-41	Administrative Assistant Grade II - Public Works	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
01-22-43	Administrative Assistant Grade II - Finance	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
01-22-45	Administrative Assistant Grade II - Health	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
01-22-46	Administrative Assistant Grade II - Historical	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
01-22-49	Administrative Assistant Grade II - Law	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
01-22-50	Administrative Assistant Grade II - Human Services	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
01-22-51	Administrative Assistant Grade II - Police	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
01-22-53	Administrative Assistant Grade II - Traffic Engineers	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
01-22-55	Administrative Assistant Grade II - Water & Sewerage	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
01-22-56	Administrative Assistant Grade II - Cultural Affairs	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
01-22-57	Administrative Assistant Grade II - Zoological Institute	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
01-22-58	Administrative Assistant Grade II - Recreation	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
01-22-59	Administrative Assistant Grade II - Senior Citizens	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
02-50-41	Principal Data Processing Equipment Operator	\$ 30,600	\$ 32,400	\$ 31,600	\$ 33,400	\$ 31,900	\$ 33,700	\$ 32,900	\$ 34,800
02-50-62	Information Technology Input/Output Supervisor	\$ 38,000	\$ 41,500	\$ 39,200	\$ 42,800			\$ 40,400	\$ 44,100
04-15-41	Principal Government Analyst	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
04-16-35	Data Base Administrator	\$ 49,800	\$ 57,100	\$ 51,300	\$ 58,900	\$ 51,300	\$ 58,900	\$ 52,900	\$ 60,700
04-16-37	Systems Programming Coordinator	\$ 49,800	\$ 57,100	\$ 51,300	\$ 58,900	\$ 51,300	\$ 58,900	\$ 52,900	\$ 60,700
04-17-42	Principal Data Processing Programmer Analyst	\$ 49,400	\$ 56,700	\$ 50,900	\$ 58,500	\$ 51,300	\$ 58,900	\$ 52,900	\$ 60,700
04-20-41	Principal Accountant	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
04-20-42	Senior Auditor	new class	new class	\$ 44,200	\$ 62,000			\$ 44,200	\$ 62,000
05-10-41	Principal Purchases Agent	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
06-10-40	Appraiser III	new class	new class	\$ 44,200	\$ 62,000			\$ 44,200	\$ 62,000
06-10-41	Principal Appraiser - Realty	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
06-10-43	Principal Appraiser - Personality	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
06-10-47	Appraisal Specialist - Central Business District	\$ 48,300	\$ 50,300	\$ 49,800	\$ 51,900	\$ 50,100	\$ 52,300	\$ 51,700	\$ 53,900
07-50-41	Principal Job Development & Training Specialist	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
09-93-45	Principal Social Planning & Development Specialist	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500

Exhibit II

09-94-30	Principal Program Development & Evaluation Specialist-Substance Abuse	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
09-96-41	Principal Industrial & Commercial Development Specialist - General	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
09-96-42	Principal Industrial & Commercial Development Specialist - Minority Enterprise	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
09-96-43	Principal Industrial & Commercial Development Specialist - Special Projects Financing	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
11-40-41	Principal City Planner (Interim)	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
22-10-16	Senior Clinic Nurse	\$ 37,600	\$ 38,800	\$ 38,800	\$ 40,000			\$ 40,000	\$ 41,200
22-20-23	Supervising Public Health Nurse - Field	\$ 42,600	\$ 46,500	\$ 43,900	\$ 47,900			\$ 45,300	\$ 49,400
22-20-43	Public Health Nurse Consultant - Communicable Disease & Epidemiology	\$ 45,300	\$ 48,100	\$ 46,700	\$ 49,600			\$ 48,200	\$ 51,100
22-20-44	Public Health Nurse Consultant - Industrial Health	\$ 45,300	\$ 48,100	\$ 46,700	\$ 49,600			\$ 48,200	\$ 51,100
22-20-45	Public Health Nurse Consultant - Health Project Promotion & Disease Prevention	\$ 45,300	\$ 48,100	\$ 46,700	\$ 49,600			\$ 48,200	\$ 51,100
22-20-46	Public Health Nurse Consultant - Nursing Education	\$ 45,300	\$ 48,100	\$ 46,700	\$ 49,600			\$ 48,200	\$ 51,100
09-33-41	Supervising Assessment Technician	\$ 39,300	\$ 41,200	\$ 40,500	\$ 42,500	\$ 40,800	\$ 42,800	\$ 42,100	\$ 44,100
11-41-41	Principal City Planner-Research	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
11-42-41	Principal City Planner-Design	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
22-20-25	Supervising Public Health Nurse - Clinic	\$ 42,600	\$ 46,500	\$ 43,900	\$ 47,900			\$ 45,300	\$ 49,400
22-20-33	Public Health Center Administrator	\$ 46,400	\$ 49,500	\$ 47,800	\$ 51,000			\$ 49,300	\$ 52,600
22-20-41	Public Health Nurse Consultant - School Health	\$ 45,300	\$ 48,100	\$ 46,700	\$ 49,600			\$ 48,200	\$ 51,100
22-20-42	Public Health Nurse Consultant - Maternal & Child Health	\$ 45,300	\$ 48,100	\$ 46,700	\$ 49,600			\$ 48,200	\$ 51,100
22-20-49	Public Health Nurse Consultant - Geriatrics & Chronic Diseases	\$ 45,300	\$ 48,100	\$ 46,700	\$ 49,600			\$ 48,200	\$ 51,100
24-23-31	Supervising Nutritionist - Grade I	\$ 45,500	\$ 47,300	\$ 46,900	\$ 48,800			\$ 48,400	\$ 50,300
24-23-35	Supervising Nutritionist - Grade II	\$ 48,500	\$ 51,600	\$ 50,000	\$ 53,200			\$ 51,500	\$ 54,800
24-33-31	Principal Medical Technologist	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
41-20-41	Principal Social Worker	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
41-22-16	Child Development Coordinator - Handicap Services	\$ 41,800	\$ 45,600	\$ 43,100	\$ 47,000	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
41-22-17	Child Development Coordinator - Educational Services	\$ 41,800	\$ 45,600	\$ 43,100	\$ 47,000	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
41-22-19	Child Development Coordinator - Health Services	\$ 41,800	\$ 45,600	\$ 43,100	\$ 47,000	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
41-22-20	Child Development Coordinator - Social Services	\$ 41,800	\$ 45,600	\$ 43,100	\$ 47,000	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
41-22-21	Child Development Coordinator - Training	\$ 41,800	\$ 45,600	\$ 43,100	\$ 47,000	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
41-22-22	Child Development Coordinator - Parent Participation	\$ 41,800	\$ 45,600	\$ 43,100	\$ 47,000	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
41-22-23	Child Development Coordinator - Nutrition Services	\$ 41,800	\$ 45,600	\$ 43,100	\$ 47,000	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
41-30-35	Principal Community Services Assistant	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
41-40-07	Work Program Administrator	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
42-20-41	Principal Development Specialist	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
42-20-42	Principal Development Specialist - Historic Preservation	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
55-13-04	Principal Accountant - Public Housing	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
55-13-09	Principal Purchasing Agent - Public Housing	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
55-16-06	Public Housing Manager - Grade III	\$ 37,500	\$ 41,000	\$ 38,700	\$ 42,300	\$ 39,200	\$ 42,800	\$ 40,400	\$ 44,100
55-16-07	Public Housing Manager - Grade IV	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500
55-20-05	Principal Governmental Analyst - Public Housing	\$ 44,800	\$ 48,100	\$ 46,200	\$ 49,600	\$ 46,600	\$ 50,000	\$ 48,000	\$ 51,500

This document represents pay rates resulting from wage increases negotiated in this labor agreement. See the Official Compensation Schedule for official pay rates.

**EXHIBIT III
HOLIDAY SCHEDULE**

HOLIDAY	1998-1999	1999-2000	2000-2001
Independence Day	Friday, July 3, 1998	Monday, July 5, 1999	Tuesday, July 4, 2000
Labor Day	Monday, September 7, 1998	Monday, September 6, 1999	Monday, September 4, 2000
Election Day*	Tuesday, November 3, 1998	No Election (Extra Swing Holiday)	Tuesday, November 7, 2000
Veterans Day*	Wednesday, November 11, 1998	Thursday, November 11, 1999	Friday, November 10, 2000
Thanksgiving Day	Thursday, November 26, 1998	Thursday, November 25, 1999	Thursday, November 23, 2000
Day After Thanksgiving*	Friday, November 27, 1998	Friday, November 26, 1999	Friday, November 24, 2000
Christmas Eve (eight hours)*	Thursday, December 24, 1998	Friday, December 24, 1999	Friday, December 22, 2000
Christmas Day	Friday, December 25, 1998	Monday, December 27, 1999	Monday, December 25, 2000
New Year's Eve (eight hours)*	Thursday, December 31, 1998	Friday, December 31, 1999	Friday, December 29, 2000
New Year's Day	Friday, January 1, 1999	Monday, January 3, 2000	Monday, January 1, 2001
Martin Luther King's Birthday	Monday, January 18, 1999	Monday, January 17, 2000	Monday, January 15, 2001
Good Friday (four hours)*	Friday, April 2, 1999	Friday, April 21, 2000	Friday, April 13, 2001
Memorial Day	Monday, May 31, 1999	Monday, May 29, 2000	Monday, May 28, 2001

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

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