

# **MASTER AGREEMENT**

**BETWEEN THE**

## **CITY OF DETROIT**

**AND**

## **SUPERVISOR'S CHAPTER**

**OF THE**

## **D.O.T. FOREMAN'S ASSOCIATION**

### **2001 - 2005**

**2001-2005 MASTER AGREEMENT  
CITY OF DETROIT AND THE  
D.O.T. FOREMAN'S ASSOCIATION (Supervisory)**

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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 Supervisor's Chapter of D.O.T. Foreman's Association, (hereinafter referred to as the Chapter).

### **PURPOSE AND INTENT**

- A. The general purpose of this Agreement is to set forth wages, hours, terms and conditions of employment for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the City of Detroit in its capacity as an Employer, the Employees, the Chapter and the people of the City of Detroit.
- B. The parties recognize that the interest of the community and the job security of the employees are dependent upon the parties working together toward achieving the goal of customer service excellence for citizens, businesses and visitors of Detroit; and accomplishing the Employer's initiatives of effective community policing, safe and stimulating programs for young people, and improving the environment in neighborhoods to instill civic pride and encourage new development.
- C. To these ends the Employer and the Chapter encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

### **1. RECOGNITION OF CHAPTER**

- A. Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize the Chapter as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described in Exhibit I, attached.
- B. The City will not promote any labor group or organization which purports to engage in collective bargaining or make any agreement with any labor group or organization which would violate any rights of the Chapter under this Agreement.
- C. If the present City of Detroit Department of Transportation should during this Agreement, come to be called by another title or should it come under the jurisdiction of another agency or authority, the representation rights of the Chapter shall not be affected.

## **2. MANAGEMENT RIGHTS AND RESPONSIBILITIES**

- A. The Chapter recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and power of authority as set forth in the Charter and the Home Rule Act.
- B. The City reserves the right to discipline and discharge for just cause. The City shall have the right to establish hours and schedules of work and to establish the method and processes by which such work is performed.
- C. The City will not lock out 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.
- D. Except as specifically abridged, delegated, granted or modified by this Agreement all of the rights, powers, and authority the City has prior to the signing of this Agreement are retained by the City and remain exclusively within the rights of the City.

## **3. CHAPTER RIGHTS AND RESPONSIBILITIES**

- A. Any member shall have the right to discussion with, or services of, his/her Chapter representative. When such a request is made to the supervisor, permission for services or discussion shall be granted without undue delay. This right shall not be abused.
- B. Activities involving internal management of the Chapter such as collection of dues, assessment of other funds, membership meetings, campaign for office, distribution of literature, or conducting of membership drives may be conducted during non-working hours. However, it is agreed these activities shall not interfere with normal work operations of any department or work area of the City.
- C. The Chapter agrees that it will take all reasonable steps to cause the employees covered by this Agreement, individually and collectively, to perform all the duties of their employment positions and to render efficient service to the very best of their abilities.

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

The Chapter further agrees that it shall not encourage any strikes, sit-downs, stay-ins, slowdowns, stoppages of work, malingering, or any acts that interfere in any manner with the continuity of the public service.

It is agreed and understood by the parties that subject to the provisions of Article 6, any employee participating in any strike, sit down, stay-in, slowdown, stoppage of work, or any other act interfering with the continuity of the public service shall forfeit any and all rights, privileges, or benefits accruing to him/her under the terms of this Agreement.

#### **4. AGENCY SHOP**

- A. Employees are free to join or not to join the Chapter. Employees who are members of the recognized bargaining unit but who are not members of the Chapter may join the Chapter by initiating their Chapter 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 Chapter, all Chapter 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 Chapter 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 Chapter.
- C. Any person certified and employed with the City, who is not a member of the Chapter 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 Chapter a service fee as a contribution towards the administration of this Agreement, in an amount determined by the Chapter in accordance with applicable law. Employees who fail to comply with this requirement shall be discharged within thirty (30) calendar days after receipt of written notice by the employing Department from the Chapter, unless otherwise notified by the Chapter in writing within said thirty (30) calendar days, and provided that the Chapter 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/her intention to pay the required membership dues or service fee in accordance with this Agreement.
- D. The City agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Chapter, all Chapter 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 Chapter 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 Chapter.
- E. All deductions under this Article shall be subject to revocation by the employee who executed such assignments, upon giving a written notice to assignees and the Finance Director within the thirty (30) calendar day period immediately prior to the expiration date of this Agreement. The Finance Director and the City Treasurer shall thereafter cease withholding any money whatever under such assignments.

- F. All Chapter membership dues and service fees will be authorized, levied, and certified in accordance with the by-laws of the Chapter. Each employee and the Chapter hereby authorize the City to rely upon and to honor certifications by the Treasurer of the Chapter regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Chapter dues and service fees, which dues and service fees shall be sent reasonably promptly to the Treasurer of the Chapter. The Treasurer of the Chapter shall not request the City to change the amounts so deducted more often than four times each City fiscal year.
- G. The Chapter 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 Chapter, the City and its officers and employees shall be released from all liability to the employee-assignors, and to the Chapter under such assignments. (Chapter 13, Article 4, Section 4 of the Municipal Code of the City of Detroit.)
- H. The Chapter shall refund to employees, dues and service fees erroneously deducted by the City and paid to the Chapter. The City may offset any amount erroneously or improperly deducted and paid to the Chapter from any subsequent remittance to the Chapter.
- I. The Chapter 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.

## **5. CHAPTER REPRESENTATION**

- A. At each work location the employees will be represented by a Chapter representative. In the absence of a Chapter Representative, the Chapter President may assign an alternate to function in his/her place.
- B. The Chapter President and a Chapter Representative will handle all grievances beyond Step 1. The grievant also shall have the right to be present at all grievance hearings and shall be excused from work with pay to attend, except at Step 4.
- C. The Chapter President shall be assigned a Monday through Friday schedule on the day shift and all grievance hearings shall be scheduled to coincide with his/her scheduled working hours. If the Chapter President has been assigned to the day shift while in office, he/she shall be allowed to return to his/her former work shift when he/she leaves this Chapter position.

The Chapter President and one Chapter Representative shall be excused from work with pay to attend all grievance hearings beyond the first step and all other such meetings as may be scheduled to conduct business between the City and the Chapter.

- D. Beginning with Step 2 of the grievance procedure, the Chapter President, the Chapter Representative, and the grievant may meet at a place designated by the City on the City's property for not more than one (1) hour immediately preceding their meeting with representatives of the City and shall be excused from work with pay for such time.

- E. The City agrees to allow the Chapter President, or in his/her absence his/her designated representative to use available telephone facilities on its premises for both incoming and outgoing local calls in the investigation or processing of grievances. If the lack of available telephone or other circumstances preclude the investigation or grievance processing from being handled in a timely manner by telephone, the Chapter President, or in his/her absence his/her designated representative may go to the site where the involved parties are located after arrangements have been made with his/her supervisor.
- F. No compensation will be made to Chapter officers or representatives for attending Chapter-Management meetings which occur at times other than their regularly scheduled working hours, except with permission of the Director of the Department of Transportation.

## **6. GRIEVANCE PROCEDURE**

The grievance procedure contained in this Agreement shall be the exclusive grievance procedure for all members of the bargaining unit. Grievances protesting a suspension, discharge or separation of bargaining unit members must be in writing and filed directly at Step 3 (Department Head Level).

Should differences arise between the City and the Chapter during the term of this Agreement, an earnest effort shall be made to resolve such differences in accordance with the provisions of the following procedures:

Any employee who believes he/she has been unjustly dealt with or that any provision of this Agreement has not been properly applied or interpreted may:

### **STEP 1**

- A. Discuss the grievance with his/her supervisor. The parties shall discuss the grievance in a friendly and businesslike manner and will make every effort to reach a satisfactory settlement at this point.
- B. The employee shall have the right to discuss the complaint with his/her Chapter Representative before any discussion with his/her supervisor.
- C. If the supervisor's answer is not acceptable to the employee, it will be referred to the Chapter President.
- D. If the immediate supervisor is the division head, then Step 1 of this procedure will commence at Step 2.

### **STEP 2**

- A. The Chapter President or designated representative will reduce the grievance to writing and the written grievance must contain:



1. Name(s) of the employee(s) involved in the grievance, work location and classification.
  2. The specific nature of the grievance.
  3. The specific provisions of the contract which have been violated, if any.
  4. The date on which the grievance arose.
  5. The specific disposition or remedy being requested to satisfactorily resolve the grievance.
- B. The written grievance will be submitted to the Human Resources Officer or his/her designated representative by the Chapter President or his/her designated representative.
- C. The division head or his/her designated representative shall meet with Chapter representatives to discuss the grievance within five (5) working days after receipt of the written grievance.
- D. The division head or his/her designated representative shall answer the grievance in writing within five (5) working days after the date of the meeting with Chapter representatives. His/her written answer shall set forth the facts he/she took into account in answering the grievance.

### **STEP 3**

- A. If the grievance is not satisfactorily resolved at Step 2, it must be appealed in writing to the Director of the Department of Transportation or his/her designated representative by the Chapter President or his/her designated representative within five (5) working days of the answer rendered at Step 2.
- B. The department head or his/her designated representatives shall conduct a hearing on the grievance within ten (10) working days of receipt of an appeal from Step 2.
- C. A written answer will be rendered to the Chapter President or his/her designated representative within five (5) working days from the date of the meeting at which the grievance was discussed. Management's written answer after the Third Step meeting shall briefly state the factors considered by management in its decision regarding the grievance.

### **STEP 4**

- A. If the grievance is not satisfactorily resolved at Step 3, it may be appealed in writing to the Labor Relations Division by the Chapter President or his/her designated representative within ten (10) working days of the answer rendered at Step 3. The Chapter's written appeal to the Fourth Step shall state the facts in dispute and/or reasons for dissatisfaction with Management's Third Step answer.
- B. The Labor Relations Division shall conduct a hearing on the grievance within fifteen (15) working days of receipt of an appeal from Step 3.
- C. A written answer will be rendered to the Chapter President or his/her designated representative within five (5) working days from the date of the meeting at which the grievance was discussed.

- D. If the grievance is not settled at Step 4, it may be referred to Arbitration (Step 5) within twenty (20) working days from the date of receipt of the City's answer at Step 4 or date that such answer was due.

## STEP 5

In the event the dispute is not settled as a result of the Appeal and Review Board, the Chapter will provide the facts in dispute and/or reason for dissatisfaction with Labor Relations Fourth Step answer within ten (10) working days after receipt of the answer. Any grievances not responded to within such period, shall be considered settled on the basis of the Step 4 decision.

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

- A. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an ad hoc arbitrator within seven (7) working days of such notice, the party desiring arbitration shall secure a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties will then meet to mutually agree upon an arbitrator from the list.
- B. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provision(s) of this Agreement and he/she shall be without power and authority to make any decision:
1. Contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement.
  2. Concerning the discipline or discharge of an employee for engaging in a strike, slowdown or stoppage of work if the employee exercises his/her right under Section 6 of Act 379 of the Public Acts of 1965 as amended, or if the discipline or discharge of an employee has been appealed to the Mayor pursuant to City Ordinance or applicable State Law (Veteran's Preference).
  3. Granting any wage increases or decreases.
  4. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.
  5. Relative to position classification whether permanent or temporary.
  6. No authority to award promotions, demotions, transfers or reassignments in discipline cases.
- C. The arbitrator shall have no authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions which by state law or city charter the City cannot delegate, alienate, or relinquish.

- D. No settlement at any stage of the grievance procedure except an arbitration decision, shall be a precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceeding.
- E. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment or unemployment compensation obtained subsequent to his/her removal from the City payroll, and payments from Unemployment Insurance, Social Security Disability, Welfare, Family Independence Agency, and 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.
- F. The decision of the arbitrator in a case shall not require retroactive wage adjustment in another case except by express agreement of the parties.
- G. There shall be no appeal from the arbitrator's decision if made in accordance with his/her jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the City, on the employee or employees, and on the Chapter.
- H. In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.
- I. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. The City shall pay for lost time for the aggrieved and one (1) Chapter Representative with respect to their participation in arbitration cases. No other Chapter member shall be paid by the City with respect to their participation in arbitration cases.
- J. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this contract and which are not excluded from arbitration.

## **7. STIPULATIONS TO THE GRIEVANCE PROCEDURE**

- A. All grievance settlements shall be in accordance with the terms and spirit of this Agreement.
- B. Any grievance under this Agreement which is not filed in writing within twenty (20) working days after the grievance arises shall not be considered a grievance.
- C. "Working Days" as used in the Grievance Procedure, shall include Monday through Friday and exclude Saturdays, Sundays and Holidays.

- D. The Chapter may withdraw a grievance without prejudice at any step of the Grievance Procedure.
- E. Any grievance not appealed in writing from a decision at Step 2 to Step 3 within five (5) working days or from a decision at Step 3 to Step 4 within ten (10) working days or from a decision at Step 4 to Arbitration (Step 5) within twenty (20) working days shall be considered settled on the basis of the last answer to the grievance.
- F. The time elements in the four (4) steps of the grievance procedure may be shortened or extended or steps may be eliminated by mutual agreement.
- G. If the Chapter requests information regarding a grievance from an aggrieved employee's personnel file, such information will be made available to the Chapter. However, if such information is of such a nature that its release could be damaging to the employee and suit for damages could be brought against the City therefore, the Employer may request that the Chapter present written authorization from the employee to release such information.

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

- H. In the event the Chapter fails to respond with a written appeal of its dissatisfaction with the Third and Fourth Step response within ten (10) working days after written receipt of the City's response, the City will consider its last response binding and the issue settled on the basis of its last answer.

**NOTE:** It shall be the responsibility of the grievant to keep the Chapter and City informed of his/her mailing address and telephone(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.

## **8. TIME LIMIT ON MONETARY CLAIMS**

- A. The City shall not be required to pay back wages more than five (5) working days prior to the date a written grievance is filed.
- B. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment or unemployment compensation obtained subsequent to his/her removal from the City payroll, and payments from Unemployment Insurance, Social Security Disability, Welfare, Family Independence Agency, and 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.
- C. In the case of a pay shortage which the employee would not have been aware of before receiving his/her pay, any adjustment shall be retroactive to the beginning of the pay period covered by such pay, if a grievance is filed within the twenty (20) working days within receipt of such paycheck.

- D. 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.
- E. The correction of the underpayment shall be made within sixty (60) days after notification to the department Human Resources Officer.
- F. 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.
- G. If the amount owed by the employee is over \$2,600, the City reserves the right to seek immediate recovery through the appropriate legal proceedings.

## **9. DISCHARGE AND SUSPENSION**

- A. The Employer will promptly notify the Chapter President or his/her designated representative in writing of the recommended discharge or suspension of any employee covered by this Agreement.
- B. Upon request of the Chapter, a hearing will be scheduled by the division head or his/her designated representative on the recommended discharge or suspension prior to its effective date. The Employer will make available an area on the Employer's property where the affected employee and his/her Chapter Representative may discuss this matter for one (1) hour prior to the hearing.
- C. Appeal of Discharge or Suspension: Should the Chapter consider the discharge or suspension to be improper, the Chapter President shall submit a written grievance to the Department Head within ten (10) calendar days. The grievance will be processed in accordance with Step 3 of the Grievance Procedure.
- D. The Chapter will be given the following notices in writing:

Promotions	5 Days
Transfers	5 Days
Schedule Changes	5 Days (except emergencies)
Suspension	5 Days (except emergencies, serious causes and pending discharges)
Demotions	5 Days
Training or Instruction Classes	5 Days
Vacancies to be filled	10 Days
Layoff	10 Days (except City-wide displacement)

The effective date of any of the above items may be delayed by mutual agreement of the Chapter and the Department.

## **10. CONTRACTUAL WORK**

- A. 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 Chapter nor to discriminate against any of its members.
- B. In cases of contracting or sub-contracting affecting employees covered by this Agreement, the City will hold advance discussion with the Chapter prior to letting the contract.

## **11. SPECIAL CONFERENCES**

- A. Special Conferences for important matters including problems of health and safety and periodic discussions of substantial issues which are of concern to Association members will be arranged between the Chapter President and the department head or his/her designated representative upon the request of either party.
- B. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the Conference is requested. Matters taken up in Special Conference shall be confined to those included in the Agenda. Such a Conference shall be held within seven (7) calendar days after the request is made, unless extended by mutual agreement of the parties.
- C. A Conference shall be held between the hours of 9:00 A.M., and 3:00 P.M. The Employer will excuse two (2) members of the Chapter from work with pay in order to attend the conference.
- D. The Chapter representatives may meet at a place designated by the City on the City's property for not more than one (1) hour immediately preceding a meeting with the representatives of the City for which a written request has been made.
- E. If the parties reach an agreement, it will be reduced to writing and signed by both parties.

## **12. NON-DISCRIMINATION**

The Employer and the Chapter both recognize their responsibilities under federal, state, and local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights.

Accordingly, both parties re-affirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, sex, sexual orientation, age, political orientation, marital status or disability. The Employer agrees not to discriminate against any employee because of membership or activity on behalf of the Chapter or participation in the grievance procedure.

## 13. SENIORITY

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

Seniority, as defined above and in accordance with the Rules of the Human Resources Department incorporated herein by reference is established primarily to serve as a basis for determining the order of demotion or layoff in the event of a reduction in force and the re-employment rights of employees. (NOTE: Seniority is not the same as "service time" as utilized for various economic benefit provisions.)

- B. The City will furnish the Chapter once a year, a seniority list showing each bargaining unit member's name, address, department, classification, pension number, and social security number, and total City seniority date.

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

1. The employee resigns or quits.
2. The employee is discharged or permanently removed from the payroll and the separation is not reversed through the grievance procedure or other legal action.
3. The employee does not return to work when recalled from layoff as set forth in the recall procedure.
4. The employee retires on regular service retirement.
5. The employee does not return at the expiration of an approved leave of absence, as provided for in this agreement and the rules of the Human Resources Department.

- D. Suspensions of Seniority Credit: An employee shall not lose his/her accrued seniority but shall not accumulate additional seniority credit during the following periods:

1. Layoffs resulting from reduction in force which exceed four (4) years.
2. Leaves of absence which exceed one (1) year.
3. Extended Disability Benefits which exceed one (1) year.
4. Voluntary layoffs.

- E. 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 periods.

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

## **14. PROBATION PERIODS**

- A. Probation periods are recognized as "working test" periods used to supplement other evaluations to determine whether the employee fully meets the qualifications of the class. Probation periods are required in all cases of initial certified hire and promotions in the classified service and other cases as provided in Human Resources Department Rules.
- B. Probationary Employees: New employees hired within the bargaining unit, and newly promoted employees shall be considered as probationary employees for the first six (6) months, excluding overtime and holiday premium time, of their employment or promotion. The six (6) months probationary period must be accumulated within not more than a twelve (12) month period. When an employee successfully completes the probationary period, the employee shall be entered on the seniority list of the bargaining unit.
- C. Management may extend the probation period of an employee within the bargaining unit for a period not to exceed six (6) months excluding overtime and holiday premium time, provided that written reasons acceptable to and approved by the Human Resources Department are provided by the Department. The Department shall notify the Chapter of the reasons.
- D. The Chapter shall represent probationary employees of this bargaining unit for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment except discharged, demoted, and suspended employees for other than Chapter activities; provided that, employees serving a probation as a condition of a status change shall be entitled to Chapter representation in cases of suspension and discharge.
- E. When a probationary employee is required to revert to a former classification as a result of failure to successfully complete his/her probation period, that employee shall be entitled to Chapter representation. Grievances which may be filed in such instances may not be appealed beyond Step 3 of the Grievance Procedure.

## **15. REDUCTION IN FORCE**

The City reserves the right to layoff for lack of work or lack of funds; or the occurrence of conditions beyond the control of the City; or where the continuance of work would be wasteful or unproductive.

The Chapter shall receive notice of any reduction in force affecting members of the bargaining unit. Where possible, the Department shall give such notice prior to the announcement of any such reduction in force to allow the Chapter the opportunity to meet with the Department to discuss the circumstances of the reduction.



## 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 Article.
- 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/she has satisfied all qualification requirements of the class including completion of any required probation period. An employee can have permanent status in only one (1) 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 employee 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 (1) 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 Article.)

An employee who waives his/her 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 (1) 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 Article.)

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/her 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 (1) 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 Article.)

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 re-certification, 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/she is restored to the classification (or equivalent level) from which he/she 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 re-certified 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/her 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.

## 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 Article, an employee can have permanent status in only one (1) class at a time. An employee who carries a multiple title shall have permanent status in the lowest class of his/her multiple title or the class in which he/she 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/her 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/she be laid off prior to the date when he/she 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 had they been laid off as scheduled.

## SECTION 9 - STATUS CHANGES IN ANTICIPATION OF LAY OFFS

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.

## **16. PROMOTIONS**

Promotions of Chapter members to classifications within the bargaining unit shall be determined on the basis of the department's evaluation of the applicant's qualifications, ability, training and experience.

## **17. LEAVES OF ABSENCE**

- A. Leaves of Absence without pay may be granted for reasonable periods for the purposes listed below.
1. Temporary physical or mental incapacity.
  2. Training relating 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 judgement 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 (2) years, the person's name may be placed on the preferred eligible list for an additional two (2) years. Seniority of persons on leave of absence shall be governed by the Seniority 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. 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 dated September 9, 1993, which detailed how the provisions of the FMLA would be implemented and incorporated into the existing city Leave of Absence policy. This Policy was reissued on April 21, 1998. That policy is incorporated herein by reference.

The FMLA provides 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 month period is the fiscal year. Questions concerning leaves for FMLA purposes should be referred to the employee's Human Resources Representative.

## **18. VETERANS - RESERVES - EDUCATION**

Nothing in this Agreement shall abridge the rights and preferences of Veterans and members of the armed forces reserves, as provided by Federal, State, and local laws, Rules and Regulations.

## **19. 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 Human Resources Department Rules as adopted by the Civil Service Commission.

## **20. DISCONTINUANCE OF ENTIRE OPERATIONS**

If operations of the Department are discontinued, employees will be given available work in the City in accordance with the Reduction in Force Article of this Agreement.

## **21. OVERTIME**

- A. Overtime shall not be scheduled so as to reduce the work force.
- B. Per Diem employees shall not be entitled to daily overtime. However, those per-diem employees who are required to work beyond ten (10) hours per day, as a result of being assigned to special events, such as the Fireworks, Super Bowl, World Series, Pub Crawl, Grand Prix Race, the larger conventions or other similar special events shall be paid a "Special Event Day", which shall be the equivalent of twenty (20) hours of pay at the straight time rate. Should there be any questions about whether any event qualifies under this provision, it shall be a proper subject for special conference.
- C. Per Diem employees shall be entitled to the equivalent of twelve (12) hours pay for each sixth or seventh day for which they are scheduled and work.

- D. The Supervising Building Attendant - Grade II and Supervising Money Handler shall not be considered per diem employees and shall be paid time and one-half for all hours worked in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) payroll work week.
- E. Overtime for the Cashier or Assistant Cashier will be paid in the following instances:
- 1) Overtime at time and a half to supervise and work the distribution of checks on the day before pay day.
  - 2) Overtime at straight time when the money room works overtime.
- F. Double time (200% of the basic rate) shall be paid for all time worked in excess of sixteen (16) hours from the employee's assigned starting time.

## **22. RETIREMENT**

- A. Eligibility for Service Retirement Allowance - Any employee who is covered by the provisions of this Agreement and who is a member of the General Retirement System of the City of Detroit who 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. This 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, 1986, 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, 1998, shall have their pensions computed according to the following formula. Using the highest paid 36 consecutive months out of the last 120, including longevity payments, as Average Final Compensation; 1.6% of Average Final Compensation for each year of service for the first 10 years; 1.8% of Average Final Compensation for each year of service greater than 10 years up to 20 years, 2.0% of Average Final Compensation for each year of service greater than 20 years up to 25 years; and 2.2% of Average Final Compensation for each year of service greater than 25 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. 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 (USLOR) payment benefit provided for elsewhere in Article 30 of this labor agreement or 2) chose to receive payment of twenty-five percent (25%) 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. For any member choosing to exercise this option, the lump sum payment of USLOR will be the remaining value of the eligible unused accrued sick leave banks as provided in Article 30.
- J. Effective January 1, 1999, the maximum annual amount payable to an individual on a Duty Disability pension shall be increased to \$9,000 and for Non-Duty Disability pension to \$6,000.
- K. Effective January 1, 1999, 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 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 to \$9,000 per annum.

- L. In addition to in-service death pension benefits which already exist for employees with 20 or more years of service, effective July 1, 1998, 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.

- M. The post retirement escalator factor shall increase from 2.0% to 2.25% of original base pension effective July 1, 1992.
- N. Employees shall have the option of selecting from two additional surviving beneficiary options of 25% and 75%.
- O. Annuity Contribution Amounts: The City will offer employees who choose to contribute to the annuity plan the option of 3% up to the Social Security maximum salary which would then be increased to 5%, a straight 5%, or a straight 7%.
- P. 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 that the defined contribution 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 in the Executive Branch in November-December, 1997.
- Q. 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."
- R. 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.

### **23. WORK WEEK, WORK DAY**

- A. The standard payroll work week shall begin at 12:01 a.m. Saturday and end at 12:00 p.m. Friday. It shall consist of five (5) regularly scheduled work days.
- B. The first scheduled "off day" within the payroll work week shall be designated as the "sixth day" and the second scheduled "off day" within the payroll work week shall be designated as the seventh day. Off days in the work week shall be scheduled consecutively unless such scheduling shall adversely affect or add cost to operations of the department.

## **24. HOSPITALIZATION, MEDICAL INSURANCE, DENTAL INSURANCE AND OPTICAL CARE INSURANCE**

The *status quo* of the existing hospitalization, medical, dental and optical care benefits will be maintained while the City and representatives of labor organizations work cooperatively to institute mutually agreeable changes. Representatives of this bargaining unit shall have the opportunity to participate in the labor/management meetings on health care issues.

A. The City shall continue to provide hospitalization and medical insurance based on the Blue Cross/Blue Shield ward service rate under the Michigan Variable Fee coverage (MVF-2) and the Prescription Drug Group Benefit Certificate with two dollar (\$2.00) co-pay (Certificate #87), known as the two-dollar (\$2.00), deductible Drug Rider for employees and their legal dependents, duty disability retirees and their legal dependents, duty death beneficiaries and their legal dependents as provided by Chapter 13, Article 8 of the Municipal Code of the City of Detroit; Effective May 1, 1996, the co-pay for the Prescription Drug benefit was increased to three dollars (\$3).

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

Single person	\$100.06
Two persons	\$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. When the City's payroll system has the capability of allowing employees to pay these amounts through the pre-tax IRS Code 125K mechanism, all bargaining unit members shall be entitled to participate.

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

D. The City will provide regular retirees and their spouses hospitalization and medical insurance based on the Blue Cross/Blue Shield ward service under the Michigan Variable Fee coverage (MVF-2) and the Prescription Drug Group Benefit Certificate with two dollar (\$2.00) co-pay (Certificate #87) known as the two dollar (\$2.00) deductible Drug Rider as provided by City Council in the 1977-78 Closing Resolution. The City will pay this premium for regular retirees and their spouses for only as long as they receive a pension from the City. For employees who retire (except for vested retirees) on or after May 1, 1996, the co-pay for the Prescription Drug benefit was increased to three dollars (\$3).

For persons who retire (except for vested retirees) 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 persons	\$238.29

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

- E. The City Blue Cross hospitalization plan for active employees and their dependents and retirees and their spouses shall include Blue Cross Master Medical insurance with a twenty percent (20%) co-pay benefit and a fifty dollar (\$50.00) per person annual deductible (\$100 for two (2) or more in a family).
- F. Employees and retirees shall have the option of choosing alternative hospitalization medical coverage from any plan or program made available by the City. The City's contribution to the alternative plans or programs shall be limited to the premium cost for the level of benefits provided in Paragraphs B and D, as applicable. If at the end of any fiscal year an alternative hospitalization plan or program has failed to enroll fifty (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 percent (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 (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. Effective July 1, 1999 through June 30, 2001, the City will contribute \$5.50 per month for employees covered by CO-OP Optical and \$5.43 per month for employees covered by Heritage Optical. Optical care enrollments will occur at two (2) year intervals.
- 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.

- 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 Chapter and City representatives as directed.
- K. The City reserves the right to implement Health Care Cost Containment Programs during the term of the Contract. Said Cost Containment Program shall not diminish the levels of benefits provided in the basic plans but may require the insured to follow procedures prescribed by the carrier in order to be eligible for benefits. If premium levels remain below the 1982-83 base year premiums for coverage listed in paragraph B, the City will pay fifty percent (50%) of that amount to an escrow account which shall be used to offset health care cost or to increase health care benefits.
- L. 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 quarterly at the end of each three month period, in lieu of the hospitalization-medical coverage offered by the City. This election shall take place annually during the open enrollment period.

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, the employee, upon submitting appropriate proof of loss of coverage, 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.

## **25. 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 (1,000) 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/her first year anniversary date of employment the employee will be entitled to a prorated vacation leave,

computed by multiplying the number of months remaining from the anniversary date, to the end of the fiscal year by 8.3 percent of ten (10) days and rounding the product to the nearest whole number. Thereafter, his/her vacation shall be computed on a fiscal year basis.

B. The vacation schedule shall be as follows:

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

C. VACATION PERIOD:

1. Vacations will, insofar as possible, be granted at a time most desired by employees 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.
3. If an employee becomes ill while on his/her vacation, or prior to, his/her vacation shall be re-scheduled after proof of such illness.
4. Employees shall pick all accrued vacation each year. Should an employee choose to work his/her vacation, a written notice shall be given to the Payroll Division ten (10) days prior to the first scheduled day of vacation. Such employees will then be paid for his/her vacation in addition to pay for all hours worked during the scheduled vacation period.
5. Employees who are on extended sick leave of one (1) month or more on any October 1 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.
6. An employee's vacation bank may not exceed more than forty (40) days, or 320 hours, on any October 1.

D. VACATION PRORATION:

Employees who fail to accumulate the required sixteen hundred (1600) hours, those who die and those who are separated from the service, either temporarily or permanently, so that it is apparent at the time of separation that they will not accumulate sixteen hundred (1600) hours of paid time, shall be entitled to vacation leave before such separation computed as follows: 8.3 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 eighteen (18) normal service days, excluding overtime, and rounded to the nearest whole number. After sixteen hundred (1600) 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 (1) year anniversary date to the date of separation by 8.3 per cent of ten (10) days and rounding the product to the nearest whole day. Current rules governing vacation shall otherwise continue to apply. This paragraph does not apply to part-time, seasonal or temporary employees.

E. VACATION PRORATION - LAYOFFS:

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

A recalled employee who received a lump sum bonus credit at the time of 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 intact.

F. 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.

## **26. 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 four (4) swing holidays starting in 2004. 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. To receive the 4<sup>th</sup> Swing Holiday, employees must have one (1) year or more of service.

- 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 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 eight (8) hours of Excused Time on Good Friday effective in the year 2004 and thereafter or eight (8) hours on the last scheduled paid day prior to Good Friday, and eight (8) hours of Excused Time on the last scheduled paid day before Christmas Day and before New Year's Day and for Veteran's Day, and the day after Thanksgiving, and Election Day as designated by the City Council, or an additional Swing Holiday in the event there is no designated Election Day, provided they are on the payroll through the excused time day in question. Employees required to work any portion of the Excused Time on these days will receive either equal time off for hours worked or additional pay at straight time for such hours at the option of the Department Head. No holiday premium will be paid for work on these days. When an employee is absent without good cause for the non-excused portion of the day, he/she shall forfeit this excused time for the day.
- H. For the purpose of this Article, an employee shall be considered off the payroll if he/she engages in a work stoppage which extends through a holiday or excused time day. All benefits under this Article will be forfeited for the holiday or excused time in question.
- I. If a Holiday or Excused Time Day falls on Saturday it shall be observed on the preceding Friday, and if a Holiday or Excused Time Day falls on Sunday it shall be observed on the following Monday for all employees except those assigned to six and seven day operations. Should two (2) consecutive Holidays or Excused Time Days occur on a Friday and Saturday, or on a Sunday and Monday, Friday and Monday, respectively, shall be designated as the official Holidays.



- J. If an employee engaged in six or seven day operations works either the actual calendar holiday or the substitute holiday, he/she shall receive the holiday premium, but he/she will not be allowed to pyramid holiday premium for working both days.
1. An employee assigned to a six or seven day operation may be scheduled off for the holiday on either the calendar holiday or the substitute holiday.
  2. When an employee works both the calendar holiday and the substitute holiday, the day selected as a holiday for pay purposes shall be the day which allows the employee the maximum pay credit for working both days.
  3. If an employee works either the calendar holiday or the substitute holiday, but not both, he/she shall be paid holiday premium for the day worked.
  4. If an employee is off sick on the calendar holiday, or the substitute holiday, or both, he/she shall receive holiday pay in lieu of sick pay on one (1) of the two (2) days. If he/she works either of the two (2) 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 this 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 26, 27, 28, 2001  
December 23, 26, 27, 30, 2002  
December 26, 29, 30, 2003 and January 2, 2004  
December 28, 29, 30, 2004

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

## **27. FUNERAL LEAVE**

- A. If a death occurs among members of the employee's immediate family or household, the employee will be granted three (3) days leave not to be charged to sick leave; provided that such leave will be extended to five (5) days if the funeral which the employee attends is more than 300 miles from the City of Detroit. When an employee is entitled to three (3) days leave under this provision, and the funeral is within 300 miles of Detroit, he/she shall be granted two (2) days of personal leave charged against casual leave upon his/her request. An employee is eligible for funeral leave only if he/she attends the funeral.
- B. Definition of Immediate Family: The immediate family is defined as wife, husband, son, daughter, brother, sister, father, mother, step-father, step-mother, step-son, and step-daughter.
- 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 casual leave. An employee is eligible to receive funeral leave only if he/she attends the funeral.
- D. Definition of Relatives: Relatives are defined as grandson, granddaughter, grandmother, grandfather, brother-in-law, sister-in-law, uncle, aunt, mother-in-law, and father-in-law.
- E. If the Chapter President is not available to attend the funeral of the City employee who is a member of his/her Chapter, a representative of the Chapter, with proper notification to the department head, shall be allowed one (1) funeral day, not to be charged to casual leave, to attend the funeral.

## **28. 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 (1) year of seniority.

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

## **29. UNEMPLOYMENT COMPENSATION - SUPPLEMENTAL UNEMPLOYMENT BENEFITS**

### A. UNEMPLOYMENT COMPENSATION:

Employees covered by this Agreement shall receive unemployment benefits in accordance with the unemployment insurance plan administered by the Michigan Unemployment Agency (MUA) 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 (1) week's benefit;
  - 2) has registered at and has reported to an employment office of the Michigan Unemployment Agency as required by the MUA;
  - 3) has received unemployment compensation from MUA not currently under protest;
  - 4) has not refused to accept work when recalled pursuant to the Collective Bargaining Agreement and has not refused an offer by the City of other available work which the applicant has no option to refuse under the Collective Bargaining Agreement;
  - 5) has not failed to report for interview within five (5) working days after notice of recall from the City;
  - 6) has not failed through any fault of his/her own to report for hire at the employing department within five (5) working days after certification;
  - 7) was not eligible for and was not claiming any accident or sickness or other disability benefit (other than a disability benefit which would be payable to the applicant whether he/she was working full time or not or a survivor's allowance under Workers' Compensation laws), whether publicly or privately financed, or a pension or retirement benefit financed in whole or in part by the City;
  - 8) was not in military service;
  - 9) did not receive any unemployment benefit from, or under any contract, plan or arrangement of, any other employer, and he/she was not eligible for such a benefit from, or under any contract, plan or arrangement of, any employer with whom he/she has greater seniority than with the City;
  - 10) must have been on continuous layoff from the City for a period of four (4) full weeks; whereupon he/she will be eligible retroactively for benefits commencing after the second week of lay-off;
  - 11) must not be on layoff from a classification designated as special service, limited term, part-time, provisional, contractual, limited status, or for which the duration of employment is listed as seasonal;
  - 12) must have at least eighteen (18) months total City seniority;
  
- c) an employee shall forfeit permanently all eligibility for S.U.B. if he/she shall misrepresent any material fact in connection with an application by him/her for any S.U.B. or other unemployment compensation. Furthermore, he/she shall be subject to disciplinary action upon his/her return to active status.

Section 3. Powers and Authority to the City

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

- a) to obtain from employees, persons filing applications for benefits, eligible persons and elsewhere such information as the City shall deem necessary in order to carry out its duties under this article;
- b) to investigate the correctness and validity of information furnished by any person who applies for a benefit;
- c) to make appropriate determinations pursuant to this Article;
- d) to require an applicant to exhibit his/her MUA 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 MUA 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 (1) week of S.U.B. for every month of total City seniority, not to exceed in any case a maximum of twenty-six (26) weeks duration for any continuous layoff.

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

## **30. SICK LEAVE, CASUAL LEAVE, SICKNESS AND ACCIDENT AND EXTENDED DISABILITY INSURANCE**

A. Sick Leave Earned Prior to July 1, 1978

1. After July 1, 1978, sick leave may be used to supplement the benefits paid by the Sickness and Accident and Extended Disability Benefit Insurance program to provide 100% pay to an employee until such banks are exhausted. An employee supplementing Sickness and Accident and Extended Disability Benefits with sick leave under this Section shall not accrue any benefits except as provided in sections D-2 and E-2 of this Article.
2. Sick leave may also be used to provide payment for time lost because of an unpaid absence due to illness according to departmental practices regulating sick leave.

3. An employee who retires or dies on or after January 1, 1978, shall be paid 50% of their unused sick leave banks earned prior to July 1, 1978, plus an additional 10% of their banks for each complete year he/she works over 30 years, not to exceed 100% of the bank. Effective February 16, 2004, the 50% payment shall be increased to 60% of the employee's unused sick leave banks earned prior to July 1, 1978

30 years or less	=	60% of unused sick leave.
31 years	=	70% of unused sick leave.
32 years	=	80% of unused sick leave.
33 years	=	90% of unused sick leave.
34 years	=	100% of unused sick leave.

4. The payments will be made as part of the Employee's Pension Program or the Employee's Benefit Plan, or through the Finance Department.
- B. If an employee has no casual leave or sick leave as provided for in paragraphs A and C of this section, he/she may charge vacation for time lost due to illness if the employee files a claim for Sickness and Accident Insurance and duration of the illness is of sufficient time to qualify for Sickness and Accident Insurance.

C. Casual Leave

1. All employees who have been on the Department of Transportation payroll for the previous six (6) months and who shall have completed three (3) months of continuous service shall be granted seven (7) Casual Leave Days on July 1 of any one (1) fiscal year provided they are on the payroll on that date.

A month of continuous service is a calendar month for which an employee is paid a minimum of eighteen (18) days. Any calendar month for which an employee is not paid for a minimum of eighteen (18) days shall not be counted.

2. Eligible employees off the payroll on July 1:

Employees who have met the eligibility criteria for Casual Leave and are off the payroll on July 1 will receive Casual Leave after three (3) months of new service time in accordance with the following chart:

<u>Employees Returning To</u> <u>Work in the month of</u>	<u>Days Credited After Three (3)</u> <u>Months of New Service</u>
July	7
August	6
September - October	5
November - December	4
January - February	3
March	2
April through June	7 days for next fiscal year

The exception to the above shall be that no Casual Leave will be credited for the months of April through June.

3. New Employees:

New hires, newly transferred and/or promoted employees into the Department of Transportation upon receiving credit for six (6) months of service, with a minimum of three (3) months of continuous service will be eligible for Casual Leave in accordance with the following chart:

<u>If An Employee Becomes Eligible In the Month of</u>	<u>Days credited after Six(6) Months On the Payroll With Three (3) Months of Service</u>
July 1st	7
August 1st	6
September 1st	5
October 1st	4
November 1st	3
December 1st	2
January 1st thru March 1st	1
April thru June	7 days next fiscal year

4. For the purpose of this section, an employee shall be considered off the payroll if he/she is fired, quits, engages in a work stoppage, is on a formal leave of absence granted by the Human Resources Department (generally over 30 days), laid off, collecting Extended Disability Benefit Insurance, or retired. 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.
5. Employees may use their accrued Casual Leave Days under the following conditions:
  - a. The Department will determine the number of employees who will be allowed off at any given time.
  - b. The use of Casual Leave Days must be rescheduled and approved by the Supervisor at least twenty-four (24) hours in advance.
  - c. For any day that the quota has not been exceeded, the Supervisor may approve employees request for Casual Leave Days if made less than twenty-four (24) hours in advance.
  - d. Request for leave time can be denied if employee's absence would adversely affect Department's operation.
6. Up to eight (8) hours of casual leave may be used in less than four (4) hour increments but not less than one (1) hour increments. Otherwise casual leave must be used in not less than half day increments.
7. Employees may not use the provisions of this section for scheduled work on a holiday or Excused Time Day. Departments shall have the right to require proof of illness for absence due to illness on holidays and excused time off days.

8. Casual Leave Bonus Plan

- a. All casual leave earned under this section may be converted to vacation or paid in cash at the option of the department if not used in the fiscal year in which it is credited or if an employee is laid off.
  - b. If in the fiscal year no Casual Leave is used and an employee had no unscheduled absences, such employee shall be paid for nine (9) days.
  - c. If one (1) scheduled Casual Leave Day is used in the fiscal year and the employee has no days of unscheduled absence, such employee will be paid eight (8) days.
  - d. Additional Funeral Leave Days which are provided under the terms of Article 27 of the Agreement will be charged first to unused Casual Leave Days.
  - e. Absences of employees excused for union business will not be charged to Casual Leave.
  - f. No casual leave bonus will be paid to employees who have more than one (1) unscheduled absence even when casual leave was not used to cover that absence.
  - g. The waiting period for Sickness and Accident will be charged first to Casual Leave.
9. No more than seven (7) casual leave days may be credited to an employee in any fiscal year.
10. No disciplinary action shall be taken as a result of using the seven (7) casual days granted under this section in accordance with the above.
11. No casual leave will be paid between June 20 and June 30, at the end of the fiscal year, for the purpose of auditing casual leave banks to reimburse employees for unused casual leave. If an employee has a scheduled absence during this period and has casual leave for which he/she is due to be reimbursed, such employee will not be paid casual leave for the actual day(s) of absence but will receive payment when unused casual leave is reimbursed. The absence will be recorded as casual leave.

D. Sickness and Accident Insurance

1. All employees who have completed one (1) year of continuous service at the Department of Transportation shall be eligible for Sickness and Accident Insurance Benefits. One (1) year of continuous service shall mean twelve (12) consecutive calendar months for which an employee is paid for a minimum of eighteen (18) days. The Sickness and Accident benefit shall be sixty percent (60%) of standard gross pay at time of disability.
2. An employee shall continue to be eligible for the following fringe benefits while collecting Sickness and Accident Insurance:



- a. All medical insurance;
  - b. Death benefits and life insurance;
  - c. Service time for pension accrual, vacations, longevity and unused sick leave payments;
  - d. Seniority.
3. Employees who have met the requirements to receive Sickness and Accident Benefits and who have been referred for treatment or have voluntarily presented themselves for treatment for chemical dependency shall receive Sickness and Accident Benefits for the initial in-patient treatment program followed up by enrollment in ongoing out-patient treatment program. Benefits will be paid upon verification from a licensed physician or proof of admission in a medical facility. Monthly progress reports will be required every thirty (30) days confirming that each scheduled appointment has been kept, that the employee is adhering to all prescriptions and proscriptions as instructed and is remaining substance free. If or when treatment is discontinued, the Department must be notified. The employee is expected to meet these requirements for a minimum of six (6) months. Upon return to work no additional benefits will be paid for any absence that occurs within a twelve (12) month period for chemical dependency or related illnesses.

Following hospitalization and during out-patient treatment, the employee will be held to the same standards of attendance and performance as other employees. Repetition of the behavior that led to the initial treatment will be regarded as a violation of department policy regarding chemical dependency treatment and chemical dependency will not be regarded as a mitigating circumstance if discipline is indicated and such employees shall be ineligible for Sickness & Accident Benefits for any illness or disability related to chemical dependency for twelve (12) months after return to work.

Such employees who fail to submit themselves for prescribed treatment by licensed physician and prescribed out-patient treatment or follow-up will be ineligible for Sick & Accident Benefits.

4. The rules and regulations regarding the administration of the Sickness and Accident Insurance program are as set forth in the Supplemental Agreement covering Sickness and Accident and Extended Disability Benefit Insurance.

E. Extended Disability Benefit Insurance

1. All employees who have completed three (3) years of continuous service at the Department of Transportation shall be eligible for Extended Disability Benefit Insurance. A year of continuous service shall be twelve (12) consecutive months for which an employee is paid for a minimum of eighteen (18) days. The benefit shall be fifty percent (50%) of standard gross pay at time of disability.

2. An employee shall be eligible for the following fringe benefits while collecting Extended Disability Benefit Insurance:
  - a. All medical insurance;
  - b. Death benefit plan;
  - c. Service time for pension accrual if the disability is duty related;
  - d. Seniority shall continue to accrue for the purposes of picking vacations, holidays, and work preferences within the Department of Transportation.
3. The rules and regulations regarding the administration of Extended Disability Benefit Insurance shall be as set forth in the Supplemental Agreement covering Sickness and Accident and Extended Disability Benefit Insurance.

### **31. SOCIAL SECURITY**

The City and the Chapter agree that the employees in the bargaining unit shall continue to be covered under the terms of FICA (Social Security).

### **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.
- 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 casual 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 (1) 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. Consistent with the Workers' Compensation Act and current City practices:

- (1) The City shall continue its program of returning workers who suffered job injuries back to active employment to perform work 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 at the end of this period. Work tasks assigned will be those 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 his/her training and experience and current physical capabilities
  - (ii) 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 local or other union. An employee in an alternate classification on a permanent basis continues to have a right to return to his former job classification in his former department when physically able to do so.
  - (ii) 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.
  - (ii) Employees will be eligible for wage increases granted to their alternate job classification.

- (ii) 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 Chapter.

### **33. 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 \$10,000.

##### **1. MEMBERSHIP**

Mandatory for regular employees.

##### **2. CONTRIBUTIONS**

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

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

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

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

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

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

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

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

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

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

C. GROUP LIFE INSURANCE:

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

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

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

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

5. BENEFITS - DEPENDENTS:

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

D. AMOUNT OF 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 (2) 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.

### **34. LONGEVITY PAY**

A. Employees shall qualify for longevity pay as follows:

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

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

## **35. RATES FOR NEW POSITIONS**

When the Human Resources Department establishes a new classification or materially changes the specifications of an existing classification, the rate of pay shall be determined by the Labor Relations Division, subject to the approval of the department involved. Recommendation for the establishment of such rates shall be directed by the Labor Relations Division to the City Council. When the new classification clearly falls within bargaining unit covered by the Agreement, the Chapter will be advised as to the classification, the departments, the rate and anticipated number of employees affected before any action will be taken by the City Council. In the absence of any appeal by the Chapter within ten (10) working days of the date of the notice to the Chapter, action on the position will be submitted to the City Council. In the event of an appeal the interested bargaining agent may negotiate for a suitable rate with the proper department or departments and the Labor Relations Division and the matter shall be handled in accordance with the procedure for Special Conference. If the parties fail to reach an agreement on a new rate within forty-five (45) days after notice is given to the Chapter, the City may implement its last offer to the Chapter. Any subsequent settlement shall have retroactivity to the date the offer is implemented.

## **36. MISCELLANEOUS**

- A. All salaried employees will have their hourly rates computed by dividing their annual salary by two thousand and eighty (2,080) 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. 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).
- D. The basic step increment schedule for salary classifications shall be annual increments of 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.
- E. Each employee covered by this Agreement, whose wages are classified as a yearly salary with minimum and maximum rates more than \$20,000 annually, and which rates, as a result of any required change to be made to their wages causes the resulting amounts to fall between even hundred-dollar levels, shall have these rates adjusted to the next higher hundred dollar level. The pay rates of hourly-rated employees shall be rounded up to the nearest whole cent.



## **37. WAGES**

### **A. GENERAL WAGE INCREASES:**

1. Effective July 1, 2001           0%
2. Effective July 1, 2002           0%
3. Effective July 1, 2003           2%
4. Effective July 1, 2004           2%

- B. Members of the bargaining unit who are on the payroll on the date of the Association's ratification of this Agreement shall receive a \$400 cash bonus. This payment will be made as soon as possible following the date of Association ratification and the City Council's resolution approving the economic terms. This payment shall not increase the employee's base rate of pay, nor shall it be included in average final compensation for pension purposes.

Persons who are on approved leave of absence, workers compensation, long-term disability or other absence from the payroll on the date of ratification shall be eligible for the \$400 bonus upon their return to active employment.

## **38. 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.

## **39. WAIVER OF BARGAINING RIGHTS**

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

## **40. SUCCESSOR CLAUSE**

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale,

transfer, lease, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by a change of any kind of the ownership or management of either party hereto or of any separable, independent segment of either party hereto.

### 41. DURATION, MODIFICATION AND TERMINATION

This Agreement shall become effective upon the effective date of Resolution of Approval of the City Council as provided by law and shall remain in full force and effect until 11:59 P.M., June 30, 2005.

If either party desires to modify this Agreement, it may give notice to the other party as early as February, 2005.

In the event the parties fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic items by June 30, 2005, this Agreement will remain in effect on a day to day basis. Either party may terminate the Agreement by giving the other party a ten (10) calendar day written notice on or after June 20, 2005.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

Dated This 11<sup>th</sup> Day of November, 2004.

SUPERVISOR'S CHAPTER OF THE  
D.O.T. FOREMAN'S ASSOCIATION:

Mark Taylor  
Mark Taylor, President

Marcus William  
Marcus William, Vice President

Sheila Baker  
Sheila Baker, Secretary/Treasurer

CITY OF DETROIT:

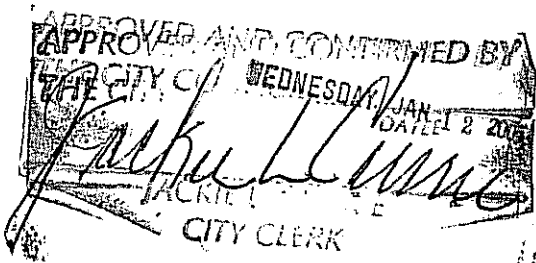
Kwame M. Kilpatrick  
Kwame M. Kilpatrick, Mayor

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

Wendy Broden  
Wendy Broden, Director  
Human Resources Department

Ruth Carter  
Ruth Carter, Corporation Counsel  
Law Department

Sean Werdlow  
Sean Werdlow, Chief Financial Officer  
Finance Department



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**CITY OF DETROIT**  
**AND**  
**THE SUPERVISOR'S CHAPTER OF THE D.O.T.**  
**FOREMAN'S ASSOCIATION**

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**RE: Temporary Placement of Employees into Other Duties/Departments**

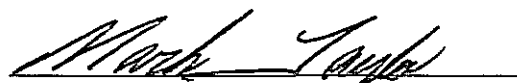
The parties agreed to several initiatives in the 1995-1998 contract to reduce costs and improve services to the public. One of those initiatives was that a procedure would be instituted to allow employees to be temporarily placed into other duties and departments other than their permanent shift and assignment locations. The parties have agreed to continue this initiative during the 2001-2005 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 Chapter must be notified of proposed move, reasons, etc. at least thirty (30) days before the planned move. The City will consider the Chapter'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 11<sup>th</sup> Day of November, 2004.

  
Mark Taylor, President  
Supervisor's Chapter of the D.O.T.  
Foreman's Association

  
Roger N. Cheek, Director  
Labor Relations

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND  
THE SUPERVISOR'S CHAPTER OF THE D.O.T.  
FOREMAN'S ASSOCIATION**

---

**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 within the Department of Transportation.

Composition of the Committee shall consist of three (3) members of the Chapter, one of whom shall be the Chapter President and three (3) management representatives, one of whom shall be the Labor Relations Director or his/her designated representative. Appointment of the Chapter 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.

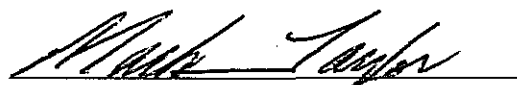
The proper subjects to be discussed by the Labor/Management Committee shall include employment issues that are unique or of special concern to the department, or how provisions of the Master Agreement shall be applied in the department. Proper issues for discussion may include methods of increasing productivity,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

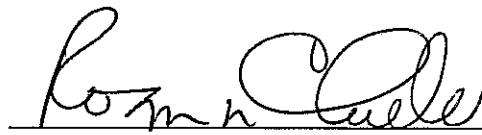
**CITY-WIDE LABOR/MANAGEMENT COMMITTEE**

When appropriate, and mutually agreed between the parties, the Chapter will participate in Labor/Management Committee meetings involving representatives of other City labor organizations. The composition of this multi-union Labor/Management Committee will be determined at the time of formation of said committee.

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 11<sup>th</sup> Day of November, 2004.

  
Mark Taylor, President  
Supervisor's Chapter of the D.O.T.  
Foremen's Association

  
Roger N. Cheek, Director  
Labor Relations

**MEMORANDUM OF UNDERSTANDING**  
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**THE SUPERVISOR'S CHAPTER OF THE D.O.T.**  
**FOREMAN'S ASSOCIATION**

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**RE: Precedence of ADA & MHCRA Obligations to Disabled Persons**

WHEREAS the City of Detroit and Supervisor's Chapter of the D.O.T. Foreman's Association, are each subject to the provisions of the Americans with Disabilities Act of 1990 (ADA), Title I, on July 26, 1992; and

WHEREAS, provisions of the Michigan Handicappers' Civil Rights Act (MHCRA) although already applicable, were not enacted prior to the negotiation of any present or prior labor agreements between the parties; 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 Supervisor's Chapter of the D.O.T. Foreman's Association with regard to employment-related interaction with such covered persons and the ADA specifically proscribes any precedence for labor contract provisions contrary to the 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

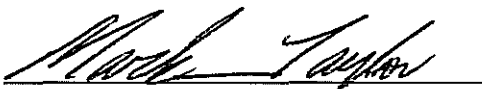
WHEREAS the Congressional history the EEOC-written Federal Regulations also encourage employers and labor unions to agree to the type of provisions set forth in this Memorandum and elsewhere in the Master Collective Bargaining Agreements;

NOW THEREFORE, in recognition of the forestated obligations and anticipated uncertainties attendant the MHCRA, and the ADA in particular, the parties hereby agree 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: Purposes and Intent; Management Rights and Responsibilities; Memorandum of Understanding RE: Affirmative Action; Leave of Absence; Workers' Compensation Seniority; Transfers and Promotions; Maintenance of Conditions; 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 adjustments 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.

Dated This 11<sup>th</sup> Day of November, 2004.



Mark Taylor, President  
Supervisor's Chapter of the D.O.T.  
Foreman's Association



Roger N. Cheek, Director  
Labor Relations


**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
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**THE SUPERVISOR'S CHAPTER OF THE D.O.T.**  
**FOREMAN'S ASSOCIATION**

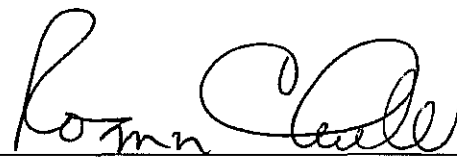
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**RE: Affirmative Action**

- A. The EMPLOYER and the CHAPTER agree to cooperate in a policy of equal opportunity for all employees: to continue to prohibit discrimination because of race, color, religion, sex, sexual orientation, age, or national origin, and to promote a full realization of equal employment opportunity through a positive and continuing effort.
- B. The EMPLOYER agrees to periodically provide the CHAPTER with copies of statistical minority employment information reports and such reports concerning policies and programs for equal opportunity in employment regarding employees of the City of Detroit.
- C. The EMPLOYER further agrees that a crucial part of an effective affirmative action program is development of an effective training and education program designed to provide existing minority employees maximum opportunity to advance so as to perform at their highest potential.
- D. Representatives of the Human Resources Department shall be available to meet with representatives of the CHAPTER to exchange information and discuss affirmative action activities.

Dated This 11<sup>th</sup> Day of November, 2004.

  
\_\_\_\_\_  
Mark Taylor, President  
Supervisor's Chapter of the D.O.T.  
Foreman's Association

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


**MEMORANDUM OF UNDERSTANDING**  
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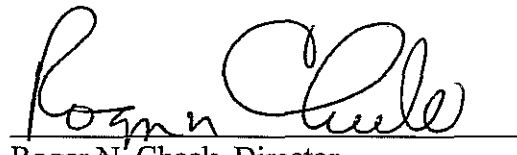
**RE: Cooperation in Validation Studies**

- A. The City and the Chapter recognize the need for and the responsibility of the Human Resources Department in taking steps to insure that written tests and other selection devices and procedures used in selecting persons for positions in City service be validated, i.e., that such devices and procedures be shown to be predictive of, or significantly related to, important elements of work behavior of the position or positions for which applicants are being evaluated.
- B. The Human Resources Department agrees to inform the Chapter of all validation studies and projects directed toward development of validated tests in which the Chapter or Chapter members are asked to participate and, upon request, to meet the Chapter representatives to discuss any aspects of such studies or projects.
- C. The Chapter agrees to cooperate and provide assistance in validation studies and test development projects conducted by the Human Resources Department, and to use its good offices to secure the cooperation and participation of Chapter members in such studies or projects.

Dated This 11<sup>th</sup> Day of November, 2004.



Mark Taylor, President  
Supervisor's Chapter of the D.O.T.  
Foreman's Association



Roger N. Cheek, Director  
Labor Relations Division



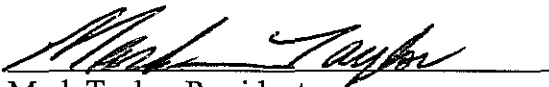
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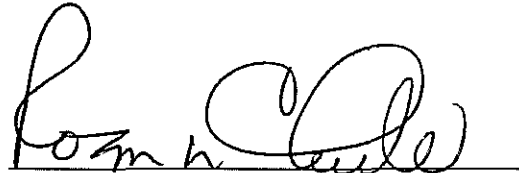
RE: Copies of the Contract

The Employer agrees to provide thirty (30) copies of this Agreement to the Chapter.

Dated This 11<sup>th</sup> Day of November, 2004.



Mark Taylor, President  
Supervisor's Chapter of the D.O.T.  
Foreman's Association



Roger N. Cheek, Director  
Labor Relations

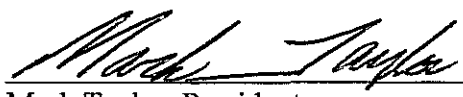
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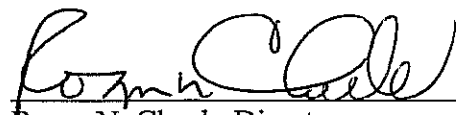
**RE: Special Wage Adjustments**

The parties agree that it is appropriate to grant a special adjustment to maintain the recognized traditional wage relationship to another bargaining unit's classification which received such a special wage adjustment. Accordingly, effective February 16, 2004, the classification and the employees holding the following classifications shall receive a 50¢ special adjustment as indicated below:

CLASS CODE	CLASSIFICATION
72-11-76	Auto Repair Superintendent
05-50-41	Head Storekeeper
63-10-47	Supervising Bldg. Attendant - Grade II
63-10-20	Supervising Coach Service Attendant
04-73-41	Supervising Money Handler
74-42-51	Heating Plant Supervisor
35-13-45	Assistant Transportation District Superintendent
35-11-45	Customer Service Transportation Supervisor
72-90-62	Supervisor of Technical Services and Supplies
35-90-41	Transportation Operations Assistant
04-61-66	Cashier
04-61-55	Assistant Cashier
73-70-41	Supervisor of Electronic Maintenance

Dated This 11<sup>th</sup> Day of November, 2004.

  
 Mark Taylor, President  
 Supervisor's Chapter of the D.O.T.  
 Foreman's Association

  
 Roger N. Cheek, Director  
 Labor Relations

**MEMORANDUM OF UNDERSTANDING**  
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**FOREMAN'S ASSOCIATION**

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**RE: Tuition Refund**


1. Bargaining unit members may participate in the City's Tuition Refund Program in accordance with the policies 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. Currently, the maximum amount of the tuition refund shall be as indicated below:
  - A. 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.
  - B. 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.
  - C. 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.

3. Effective upon ratification of contract and City Council approval, the maximum amount of the tuition refund shall be increased as indicated below:
  - A. An eligible employee will be entitled to receive a maximum of \$2,000 per fiscal year to be applied toward tuition in seeking a graduate degree from an accredited university.
  - B. An eligible employee will be entitled to receive a maximum of \$1,500 per fiscal year to be applied toward tuition in seeking an undergraduate degree from an accredited university.
  - C. An eligible employee will be entitled to receive a maximum of \$1,200 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 \$2,000 in any fiscal year.

Dated This 11<sup>th</sup> Day of November, 2004.



Mark Taylor, President  
Supervisor's Chapter of the D.O.T.  
Foreman's Association



Roger N. Cheek, Director  
Labor Relations

**EXHIBIT I**  
**Schedule of Wage Adjustments**

Class Code	Classification	EFFECTIVE 7/1/01-6/30/03 - 0%		EFFECTIVE 7/1/03 - 2%		EFFECTIVE 2/17/04 - 50¢		EFFECTIVE 7/1/04 - 2%	
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
04-61-55	Assistant Cashier	35,400	38,300	36,200	39,100	37,300	40,200	38,100	41,100
35-13-45	Assistant Transportation District Superintendent	37,100	39,300	37,900	40,100	39,000	41,200	39,800	42,100
72-11-76	Auto Repair Superintendent	49,400	51,200	50,400	52,300	51,500	53,400	52,600	54,500
04-61-66	Cashier	40,800	43,800	41,700	44,700	42,800	45,800	43,700	46,800
35-11-45	Customer Service Transportation Supervisor	40,400	43,100	41,300	44,000	42,400	45,100	43,300	46,100
63-10-38	Head Property Guard	34,200	36,800	34,900	37,600	<del>35,600</del>	<del>38,300</del>	35,600	38,400
05-50-41	Head Storekeeper	34,800	36,800	35,500	37,600	36,600	38,700	37,400	39,500
74-42-51	Heating Plant Supervisor	43,900	43,900	44,800	44,800	45,900	45,900	46,900	46,900
04-15-31	Senior Governmental Analyst	39,900	43,800	40,700	44,700	<del>41,500</del>	<del>45,400</del>	41,600	45,600
63-10-47	Supervising Bldg. Attendant - Grade II	30,700	31,700	31,400	32,400	32,500	33,500	33,200	34,200
63-10-20	Supervising Coach Service Attendant	33,800	36,000	34,500	36,800	35,600	37,900	36,400	38,700
04-73-41	Supervising Money Handler	31,700	33,200	32,400	33,900	33,500	35,000	34,200	35,700
73-70-41	Supervisor of Electronic Maintenance	41,100	42,700	42,000	43,600	43,100	44,700	44,000	45,600
72-90-62	Supervisor of Technical Services and Supplies	45,700	45,700	46,700	46,700	47,800	47,800	48,800	48,800
35-90-41	Transportation Operations Assistant	41,100	44,100	42,000	45,000	43,100	46,100	44,000	47,100

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

**EXHIBIT II  
HOLIDAY SCHEDULE**

HOLIDAY	2001-2002	2002-2003	2003-2004	2004-2005
Independence Day	Wednesday, July 4, 2001	Thursday, July 4, 2002	Friday, July 4, 2003	Monday, July 5, 2004
Labor Day	Monday, September 3, 2001	Monday, September 2, 2002	Monday, September 1, 2003	Monday, September 6, 2004
Election Day*	Tuesday, November 6, 2001	Tuesday, November 5, 2002	No Election (Extra Swing Holiday)	Tuesday, November 2, 2004
Veterans Day*	Monday, November 12, 2001	Monday, November 11, 2002	Tuesday, November 11, 2003	Thursday, November 11, 2004
Thanksgiving Day	Thursday, November 22, 2001	Thursday, November 28, 2002	Thursday, November 27, 2003	Thursday, November 25, 2004
Day After Thanksgiving*	Friday, November 23, 2001	Friday, November 29, 2002	Friday, November 28, 2003	Friday, November 26, 2004
Christmas Eve (eight hours)*	Monday, December 24, 2001	Tuesday, December 24, 2002	Wednesday, December 24, 2003	Friday, December 24, 2004
Christmas Day	Tuesday, December 25, 2001	Wednesday, December 25, 2002	Thursday, December 25, 2003	Monday, December 27, 2004
New Year's Eve (eight hours)*	Monday, December 31, 2001	Tuesday, December 31, 2002	Wednesday, December 31, 2003	Friday, December 31, 2004
New Year's Day	Tuesday, January 1, 2002	Wednesday, January 1, 2003	Thursday, January 1, 2004	Monday, January 3, 2005
Martin Luther King's Birthday	Monday, January 21, 2002	Monday, January 20, 2003	Monday, January 19, 2004	Monday, January 17, 2005
Good Friday (eight hours)*	Friday, March 29, 2002 (4 hrs)	Friday, April 18, 2003 (4 hrs)	Friday, April 9, 2004	Friday, March 25, 2005
Memorial Day	Monday, May 27, 2002	Monday, May 26, 2003	Monday, May 31, 2004	Monday, May 30, 2005

\* 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.

**APPENDIX A**  
**SUPERVISOR'S CHAPTER OF THE**  
**D.O.T. FOREMAN'S ASSOCIATION**

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**SUPPLEMENTAL AGREEMENT RELATIVE TO SICKNESS AND ACCIDENT AND  
LONG TERM DISABILITY BENEFITS**

**SICKNESS AND ACCIDENT BENEFITS**

(a) Eligibility for Benefits

- (1) If while insured for these benefits, an employee becomes wholly and continuously disabled as a result of any injury or sickness so as to be prevented thereby from performing any and every duty of his/her occupation, and during the period of such disability is under treatment therefore by a physician legally licensed to practice medicine, the amount of weekly benefits for which the employee is then insured shall be paid to the employee each week during the period he/she is so disabled and under such treatment. Notwithstanding the above, Sickness and Accident Benefits shall be payable to an employee who becomes wholly and continuously disabled as a result of undergoing surgery for sterilization purposes, or becomes confined as a registered bed patient in a legally constituted hospital for the purpose of undergoing testing to determine his/her suitability to be donor for an organ or tissue transplant and, in either case, is otherwise eligible for such benefits.
- (2) Sickness and Accident Benefits shall not be paid for any day for which an employee receives holiday pay.
- (3) For new hires, pre-existing conditions shall not be covered. The Chapter shall be held harmless by the City in any lawsuit regarding a dispute arising out of pre-existing conditions language in the agreement.

(b) Duration and Commencement of Benefits

- (1) Sickness and Accident Benefits shall be payable during total disability for a period not to exceed twenty (20) weeks, for any one continuous period of disability, whether from one or more causes, or for successive periods of disability due to the same or related cause or causes.
- (2) The waiting period for sickness or accident shall be seven (7) calendar days. The waiting period for hospital confinement shall be five (5) calendar days. Except that when an employee is confined to a hospital for five (5) days or more there shall be no waiting period.

(c) Basis for Daily Benefit Payments

Any Sickness and Accident Benefits due for a period other than a whole week shall be paid on the basis of one-fifth of the weekly benefit for each scheduled day of five (5) day work week, the employee is disabled and misses work.

(d) Benefits for More Than One Absence

- (1) If an employee returns to work after receiving Sickness and Accident Benefits for less than twenty (20) weeks and is again absent within three (3) months for the same reason or some disability related to it, there is no waiting period for the rest of the twenty (20) weeks' period, if the employee is disabled that long.
- (2) If the second absence results from a different kind of sickness or injury, the first absence does not affect any possible future benefits. If there are three (3) months or more between two (2) periods of disability, and the employee worked two hundred (200) hours during the intervening period, the second period of disability shall not be considered as being due to the same or related cause or causes as the first disability.

(e) Occupational Disabilities

- (1) Benefits payable for any period shall be reduced by any payments for time lost from work in that period to which the employee is entitled under any Workers' Compensation Law or Act or any Occupational Disease Law or Act.
- (2) No deduction shall be made for any payments under such laws specifically for hospitalization or medical expense, or specific allowances for loss, or 100% loss of use, of member or disfigurements.

(f) Unemployment Compensation

Benefits payable for any period shall be reduced by any payments of unemployment benefits to which the employee is entitled for that period under any Unemployment Compensation Law.

(g) Notice and Proof of Claim

- (1) Written notice of injury or sickness in the form of written statement from a physician legally licensed to practice medicine must be received by the Payroll Office of the employer within ten (10) calendar days after the date of the accident causing such injury or the commencement of disability resulting from such sickness. If such written statement is not received within the initial ten (10) day period, no benefits shall be payable prior to the date such statement is received. Proof of such injury or sickness must be furnished to the City within sixty (60) days after the commencement of disability for an employee to be eligible for Sickness and Accident Benefits.
- (2) The City shall have the right to have such medical examinations of an employee who is eligible to receive Sickness and Accident Benefits, as it may reasonably require, made by a physician or physicians designated by it.
- (3) No legal action shall be brought by an employee to recover from the City prior to the expiration of 60 days after proof of claim has been filed in accordance with the requirements of the Plan, nor shall such action be brought at all unless brought within three (3) years from the expiration of the time within which proof of claim is required by the Plan.

(h) Payment of Claim

- (1) Subject to due proof of claim, the weekly benefits will be paid to the employee each week during any period of disability for which such benefits are payable and any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of proof.
- (2) If disability is due to or accompanied by mental incapacity, all or any part of such weekly benefits may, at the option of the City, be paid to the beneficiary of record of the employee or to any other person or institution then in the judgment of the City contributing toward or providing for the care or maintenance of the employee.

(I) Benefits for Chemical Dependency

- (1) Employees who have met the requirements to receive Sickness and Accident benefits and who have been referred for treatment or have voluntarily presented themselves for treatment for chemical dependency shall receive Sickness and Accident benefits for the initial in-patient treatment program followed up by enrollment in ongoing out-patient treatment program. Benefits will be paid upon verification from a licensed physician or proof of admission in a medical facility. Monthly progress reports will be required every thirty (30) days confirming that each scheduled appointment has been kept, that the employee is adhering to all prescriptions and proscriptions as instructed and is remaining substance free. If or when treatment is discontinued, the Department must be notified. The employee is expected to meet these requirements for a minimum of six (6) months. Upon return to work no additional benefits will be paid for any absence that occurs within a twelve-month period for chemical dependency or related illnesses.
- (2) Following hospitalization and during out-patient treatment, the employee will be held to the same standards of attendance and performance as other employees. Repetition of the behavior that led to the initial treatment will be regarded as a violation of Department policy regarding chemical dependency treatment and chemical dependency will not be regarded as a mitigating circumstance if discipline is indicated and such employees shall be ineligible for Sickness and Accident Benefits for any illness or disability related to chemical dependency for twelve (12) months after return to work.
- (3) Such employees who failed to submit themselves for prescribed treatment by licensed physician and prescribed out-patient treatment or follow-up will be ineligible for Sickness and Accident Benefits.

**EXTENDED DISABILITY BENEFIT INSURANCE**

(a) Eligibility

Extended Disability Benefit Insurance shall be provided while an employee is insured for Sickness and Accident Insurance, but not beyond normal minimum retirement date or if an employee does not qualify for a pension, age 62.



An employee who is insured for Sickness and Accident Benefits and who, at the date of expiration of the maximum number of weeks for which he/she is entitled to receive Sickness and Accident Benefits and during a continuous period of disability thereafter, is totally disabled shall receive monthly Extended Disability Benefits for the period described in subsection (c) below.

For an employee to be deemed totally disabled, he/she must not be engaged in regular employment or occupation for remuneration or profit and be wholly prevented from engaging in regular employment or occupation with the City in the classification where he/she has seniority as a result of bodily injury or disease, either occupational or non-occupational in cause for a period of two years and thereafter any occupation with the City.

For new hires, pre-existing conditions shall not be covered. The Chapter shall be held harmless by the City in any lawsuit regarding a dispute arising out of pre-existing conditions language in the agreement.

(b) Amount of Benefit

- (1) The monthly Extended Disability Benefit is as set forth in Article 30 E-1 of the contract reduced by an amount equal to the monthly equivalent of the total of the following benefits for which the person receiving Extended Disability Benefits is eligible:
  - (i) Lost time benefits under Workers' Compensation Laws or other laws providing benefits for occupational injury or disease, including lump-sum settlement, but excluding specific allowances for loss, or 100% loss of use, of a body member.
  - (ii) Disability or Old-Age Insurance Benefits (primary insurance amounts only) to which the person is entitled under the Federal Social Security Act or any future legislation providing similar benefits, except old-age benefits reduced because of the age at which received:
  - (iii) Benefits under any state or federal law providing benefits for working time lost because of disability.
  - (iv) Any government paid income benefits paid as a result of City service.
- (2) In determining the amount by which Extended Disability Benefits are reduced:
  - (i) The monthly equivalent of benefits paid on weekly basis is computed by multiplying the weekly benefit rate by 4.33.
  - (ii) Lump-sum settlements under state Workers' Compensation Layoff Laws result in reductions equal to the monthly equivalent of the amount of the Workers' Compensation benefit to which the employee would have been entitled under the applicable law had there been no lump-sum payment, but not to exceed in total the amount of the settlement. The amount of such settlement shall be allocated to days of disability for which compensation has not previously been paid, in chronological order until such amount has been fully allocated, at the rate of one-seventh of the weekly Workers' Compensation benefit which would have been applicable under the state law if the claim had been allowed and if there had been no lump sum settlement.

- (iii) The amount of a person's benefit under subsections b (1) above shall not be increased subsequent to the first day for which Extended Disability Benefits are payable, except that the amount of such increase shall not be disregarded if it represents an adjustment in the original determination of the amount of such benefit.
  - (iv) The amount of monthly Extended Disability Benefit shall not be reduced by any increase in an employee's benefit under subsection b (1) above that is effective subsequent to the first day for which an employee's Extended Disability Benefit is reduced because of receipt of such benefit. However, the amount of Extended Disability Benefit shall be reduced by any such increase which represents an adjustment in the original determination of the amount of the employee's benefit under subsection b (1).
- (3) Extended Disability Benefit computations presume eligibility for Social Security Disability Insurance Benefits. However, during the pendency of an employee's application for Social Security Disability Insurance Benefits the employee will receive Extended Disability Benefit as described in Article 31-E-1 of this contract. If an employee is granted Social Security Disability Insurance Benefits, Extended Disability Benefit payments shall cease until such time that the amount of Social Security benefits that the employee received equals the amount of Extended Disability Benefits withheld. Employees who are denied Social Security benefits shall receive full Extended Disability Benefits, provided that such denial was not for refusal to accept vocational rehabilitation services. If the denial was for this reason then the Extended Disability Benefit amount will be reduced by the amount of Social Security Disability Insurance that the employee would have been entitled to had he/she accepted vocational rehabilitation services.
- (4) Benefits payable for less than a full calendar month are prorated on the basis of the ratio of calendar days of eligibility to total calendar days in the month.
- (5) The City may require each applicant or recipient of Extended Disability Benefits to certify or furnish verification of the amounts of his/her income from sources listed in subsection b (1) above not more than once in a twelve (12) month period.

(c) Commencement and Duration of Benefits

- (1) Extended Disability Benefits to an eligible applicant shall be for the period commencing twenty-one (21) weeks from the date of disability. To be eligible for Extended Disability Benefits an employee must have depleted his/her vacation and casual leave banks.
- (2) The maximum period during which Extended Disability Benefits may be payable shall be equal to one-half (1/2) the employee's service with the City, rounded to the nearest month or the normal minimum retirement date of the employee whichever occurs first, or if not eligible for a pension age 62, but in no event beyond the date of death, or the time that he/she no longer satisfies the disability requirement. If an employee's return to work with the City does not qualify him for a new period of Sickness and Accident Benefits or if he/she engages in some gainful occupation or employment other than one for which he/she is reasonably qualified by education, training or experience, his/her satisfying of the disability requirement shall not be deemed to end, but his/her Extended Disability Benefit shall be suspended for the period of the return to work or the period he/she engages in such occupation or employment.

- (3) If monthly Extended Disability Benefits payable to an employee are discontinued because the employee no longer satisfies the disability requirement, and within two (2) weeks of the effective date of such discontinuance and before the employee returns to work with the City, he/she again becomes disabled so as to satisfy the disability requirement, monthly Extended Disability Benefits will be resumed.
- (4) If disability is due to or accompanied by mental incapacity, all or any part of such monthly Extended Disability Benefits may, at the option of the City, be paid to the beneficiary of record of the employee or to any other person or institution then in the judgement of the City contributing toward or providing for the care or maintenance of the employee.

(d) Rehabilitation

There is no ineligibility for Extended Disability Benefits because of work which is determined to be primarily for training under a recognized program of vocational rehabilitation.

(e) Proof of Disability

The City may require an applicant, as a condition of eligibility, to submit to examinations by a physician designated by it for the purpose of determining his/her initial or continuing disability.

(f) Eligibility List

If an employee is no longer eligible for Extended Disability Benefits because the maximum period for benefits has been reached, the City will attempt to place the employee in a vacant position which the employee is qualified to fill. If the City is unable to place the employee in such a position the employee will be placed on an "Employee Availability List". As vacancies occur the City will review such vacancies to see whether the employee is qualified to fill them. If the employee is qualified, the City will place the employee in such position. This provision shall not conflict with the Human Resources Department's Reduction in Force Rules.

**APPENDIX B**  
**LONG TERM DISABILITY BENEFITS**

1. TABLE OF BENEFITS

This table of benefits must only be interpreted in conjunction with other provisions of the Plan.

Elimination Periods:

An employee shall not be eligible for Long Term Disability Benefits until after all of the following have been exhausted:

1. The seven (7) day waiting period for Sickness and Accident Benefits, where applicable.
2. The twenty (20) weeks Sickness and Accident Benefits.
3. The total accumulated number of days an employee is eligible to receive casual leave days, casual leave time and swing holidays and vacation days under plans sponsored by the employer.

Maximum Benefit Period:

1. For an employee who is eligible for a pension, Long Term Disability Benefits may be paid only until the earlier of:
  - (1) one-half of the employee's service time with the City, rounded to the nearest month.
  - (2) the date on which the employee completes thirty (30) years of service, or
  - (3) the date the employee attains sixty (60) years of age with at least eight (8) years of service.
2. For an employee who is not eligible for a pension, Long Term Disability Benefits may only be paid to the earlier of the date the employee attains age 62 or one-half of the employee's service time with the City, rounded to the nearest month.

In no event shall benefits be paid after the date the employee accepts employment in any capacity with any employer.

Benefit Class

Employees Monthly Benefit Amount

All bargaining unit employees	An amount equal to 50% of the employees monthly earnings rounded to the nearest multiple of a dollar.
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2. DEFINITIONS

In the Plan,

1. "Company" means the City of Detroit.

2. "Proof" means proof satisfactory to the Company and shall include a medical examination if required by the Company.
3. "Employer" means the City of Detroit, Department of Transportation.
4. "Employee" means and includes a person who is in the service of the Employer.
5. "Employ", "employed", "employment" and the like, refer to employment with the Employer.
6. "Monthly Earnings", unless otherwise specified in the TABLE OF BENEFITS, means the current basic hourly rate of pay multiplied by 40, multiplied by 4.33, received by the employee from the Employer.
7. "Service" means employment with the Employer on an active permanent, full-time and full pay basis, but does not mean
  - (1) employment on a temporary, seasonal or part-time basis, or
  - (2) employment where the employee works less than 40 hours per week with the Employer, or
  - (3) employment at a location other than the Employer's usual and customary place of business unless it is a location to which the Employer's business requires the employee to travel.
8. "Work" means service with the Employer.
9. "Plan" means the Long Term Disability Benefit Plan of the City of Detroit.

### 3. MISCELLANEOUS PROVISIONS

In the Plan,

1. Any application notice, report, proof or request to be made or given to or filed with the Employer must be in writing and must be so made or given to or filed with the Employer at its Main Office.
2. Words implying the masculine gender include the feminine.

### 4. TERMINATION OF AN EMPLOYEE'S COVERAGE

The coverage of an employee under the Plan terminates automatically on the earliest of the following dates:

1. The date of termination of the Plan, or
2. The date of termination of service with the Employer, or

3. In respect of:

- (a) An employee who is eligible for a pension, the date on which he completes 30 years of service, or attains age 60 with at least 8 years of service, whichever occurs first.
- (b) In respect of an employee who is not eligible for a pension, the date on which he attains age 62.
- (c) But in no event more than one year of benefit for two years of service.

5. EXTENDED BENEFITS AFTER TERMINATION OF THE PLAN

If prior to the termination of the Plan, an employee is considered to have a Total Disability (defined in the Plan) on the date his coverage terminates due to termination of the Plan, he shall be entitled during the continuance of the disability to any Long Term Disability Benefits that would have been payable had the coverage not terminated.

6. QUALIFICATION FOR BENEFITS

Subject to other provisions and qualifications contained herein, if the accidental bodily injury or a sickness results in an employee's Total Disability and if such Total Disability commences while the employee is covered under the Plan and continues for at least the number of days of the Elimination Period (shown in the TABLE OF BENEFITS in Section 1) the employee shall be entitled to the payment of benefits determined in accordance with Section 7 which is entitled AMOUNT PAYABLE. Such benefits:

- 1. Shall commence on the first day following the number of consecutive days of the Elimination Period (stated in the TABLE OF BENEFITS), and
- 2. Shall continue for not more than the Maximum Benefit Period (stated in the TABLE OF BENEFITS) during any one Period of Disability.

It is hereby provided that:

- 1. No benefits shall be paid for any portion of a Period of Disability after the earlier of the following dates:
  - (a) the date of cessation of Total Disability.
  - (b) the date on which an employee retires.
  - (c) the date an employee who is eligible for pension completes 30 years of service or attains age 60 with 8 years of service.
  - (d) the date an employee who is not eligible for pension attains age 62.

In no event shall an employee receive more than one year of benefits for each two years of service.

In no event shall benefits be paid after the date the employee accepts employment in any capacity with any employer.

2. Total Disability shall be deemed to continue during a Rehabilitation Program (defined herein).

For the purposes of the Plan,

1. "Accidental bodily injury" subject to the conditions and limitations contained in the section on BENEFIT LIMITATIONS, means a bodily injury caused by an accident which occurred after the effective date of the employee's coverage under the Plan and which results directly and independently of all other causes in Total Disability.

2. "Sickness" subject to the conditions and limitations contained in subsection on BENEFIT LIMITATIONS, means a disease, illness or pregnancy.

3. "Total Disability" means

The complete inability of a covered employee because of accidental bodily injury or sickness to engage in his regular occupation or employment with the Employer on a full-time basis for remuneration or profit.

4. "Rehabilitation Program" means a program of rehabilitation in which the employee engages after qualifying for benefits hereunder and which is approved by the Employer. Any of the following may be eligible for consideration as a Rehabilitation Program:

- (a) The employee's regular occupation on a part-time basis;
- (b) A formal vocational training program.

The Rehabilitation Program shall continue until the earlier of the following dates:

- (i) The date on which the employee is able to perform his regular occupation on a full-time basis, or
- (ii) The date which is 24 months after the end of the Elimination Period.

5. "Amount of Indemnity" means an employee's Basic Monthly Benefit Amount in accordance with the TABLE OF BENEFITS.

6. "Period of Disability" means that period which commences with the date the employee is first absent from work as a result of Total Disability and which continues for at least the number of consecutive days of the Elimination Period (stated in the TABLE OF BENEFITS).

Subsequent periods of Total Disability suffered by an employee while he is covered hereunder shall be considered as occurring in the same Period of Disability, except:

- (a) When the later disability is due to causes wholly different from those of the prior disability and the employee works, excluding service during a Rehabilitation Program, 200 hours or more in the 3 month period immediately following his return to work, or
  - (b) When the later disability is due in whole or in part to causes related to those of the prior disability and the employee completes at least 3 months of continuous service, excluding service during a Rehabilitation Program, before commencement of the later disability, or
  - (c) When the later disability, regardless of cause, commences more than 2 weeks after the date the employee's benefits under this Plan were terminated and the employee has not returned to work.
7. "Regular Occupation" means the duties equal or similar to those duties performed by the employee in the classification in which he has seniority immediately prior to the commencement of a Period of Disability.
8. "Physician" means
- (a) A duly qualified physician who is legally licensed to practice medicine or osteopathy, or
  - (b) To the extent that this contract provides coverage for services he is licensed to perform, any other practitioner of the healing arts who performs a service within the scope of his license and for whom the law of the applicable State requires that such service be covered.
9. "Hospital" means an institution which
- (a) Is legally constituted as a hospital.
  - (b) Is open at all times.
  - (c) Is operated primarily for the care of sick and injured persons as in-patients.
  - (d) Has a staff of one or more licensed physicians available at all times.
  - (e) Continuously provides twenty-four hour nursing services by graduate registered nurses.
  - (f) Provides organized facilities for diagnosis, and
  - (g) Is not primarily a clinic, nursing, rest or convalescent home or similar establishment, nor other than incidentally a place for drug addicts.

## 7. AMOUNT PAYABLE

The amount of the monthly benefit to which the employee is entitled is the Basic Monthly Benefit amount in accordance with the TABLE OF BENEFITS as of the date of the commencement of the Period of Disability, except that such amount will be reduced by the sum of:



1. The primary Social Security benefits to which an employee is entitled under the Social Security Act of the United States.

For the purposes of this section,

- (a) An employee shall be deemed to be entitled to benefits under the Social Security Act of the United States whether or not he is actually so entitled, unless satisfactory evidence is submitted to the Employer indicating that such benefits were applied for and denied.
  - (b) The amount of the initial entitlement under said Act for a Period of Disability shall be deemed not to have been increased by any Social Security increases which result from a change in the Social Security Act, or an increase in the Consumer Price Index as provided under said Act.
  - (c) The employee's Amount of Indemnity shall be reduced by an amount equal to Social Security Disability Insurance Benefits that would have been payable except for the employee's refusal to accept vocational rehabilitation services.
2. The monthly amount or the monthly equivalent of any indemnity to which he is entitled in accordance with the provisions of any state or federal law providing benefits for working time lost as a result of disability, such as Workers' Compensation, No-Fault or similar law, including lump sum settlements, but excluding specific allowances for loss, or 100% loss of use, of a body member.
  3. The monthly amount of the periodic payments to which the employee is entitled under plans or laws of any government or subdivision thereof, other than under (1) and (2) above, and except the portion he was receiving prior to the effective date of his coverage hereunder.
  4. The monthly amount of the remuneration he may receive from the Employer during a Period of Disability, including any government income benefits paid as a result of service with the Employer.

It is hereby provided that:

- (1) In determining the amount by which the employee's Amount of Indemnity is reduced.
  - (a) The monthly equivalent of benefits paid on weekly basis shall be computed by multiplying the weekly benefit rate by 4.33.
  - (b) Lump sum settlements under Workers' Compensation, No-Fault or similar law shall result in reductions in the Basic Monthly Benefit equal to the monthly amount of the benefit to which an employee would have been entitled had there been no lump sum settlement, but not to exceed the total amount of the settlement.

In the event the lump sum settlement is made for a period of disability for which the full Basic Monthly Benefit has previously been paid, the lump sum settlement will be allocated to future months in chronological order in an amount equal to the Basic Monthly Benefit until the full amount of the lump sum settlement is allocated. Payment of the

Basic Monthly Benefit will cease until the time the full amount of the lump sum settlement has been allocated. Should the disability continue beyond such time, payment of the Basic Monthly Benefit will resume.

Should the cessation of disability, termination of the plan, the ineligibility of the employee for future benefits or any other factor cause there to have been an overpayment, the employer shall be entitled to reimbursement from the employee.

- (2) Once an employee's Basis Monthly Benefit amount is determined, it shall not be changed unless the change represents an adjustment in the original determination of the employee's monthly benefit amount.
- (3) The Company shall pay a fraction of the amount determined under this section for any portion of a Period of Disability which is less than a full month. Such fraction shall be the number of calendar days an employee is entitled to receive benefits divided by the total number of calendar days in the month for which benefits are due.
- (4) The Company may require certification of the employee's amount of income from sources (1) through (4) above, but not more than once in any twelve (12) month period.
- (5) If Total Disability is due to or accompanied by mental incapacity, any or all of the employee's monthly benefit amount may, at the option of the Company, be paid to the employee's beneficiary of record or to any other person or institution then, in the judgement of the Company, contributing toward or providing for the care or maintenance of the employee. Any such payment shall constitute a full discharge of the liability of the Company to the extent thereof.

## 8. BENEFIT LIMITATIONS

No benefits shall be payable hereunder for or on account of:

1. An accidental bodily injury arising out of or in the course of any employment for remuneration or profit other than with the Employer.
2. Accidental bodily injury or sickness which is the result of war, declared or undeclared.
3. Any sickness due to a mental or emotional disorder of any type after twenty-four (24) months of benefit have been paid, unless the employee continues to be confined in a hospital as a registered bed-patient.
4. Accidental bodily injury or sickness:
  - (a) For which the employee is not continuously under the regular care and attendance of a physician, and
  - (b) If the sickness is due to a mental or emotional disorder of any type, for which the employee is not receiving continuing treatment from a physician certified in psychiatry.

5. Intentionally self-inflicted bodily injury or sickness.
6. Accidental bodily injury or sickness due to alcoholism, drug addiction or the use of any hallucinogenic.
7. A bodily injury or sickness which results from committing or attempting to commit an assault or crime.

## **GENERAL PROVISIONS**

### ENTIRE CONTRACT: CHANGES

The contract and the individual application, if any, of the employees covered shall constitute the entire contract between the parties. All statements made by individual employees shall, in the absence of fraud, be deemed representations and not warranties and no such statement shall be used in defense of a claim under this contract unless it is contained in an individual application of an employee.

No change in the contract shall be valid until approved by the parties to the contract and unless such approval be endorsed by the parties and attached hereto.

No agent of the parties has authority to change the contract or to waive any of its provisions.

### NOTICE OF CLAIM

Written notice of claim, in the form of a statement of verification of disability from a physician licensed to practice medicine, must be given to the Employer within 10 days after the occurrence or commencement of disability covered by this contract, or as soon thereafter as is reasonably possible. Such notice given by or on behalf of the covered employee to the Employer at its main office with information sufficient to identify the employee, shall be deemed notice to the Employer.

### CLAIM FORMS

If written notice of claim is not made on forms furnished by the Employer for filing proof of claims, the Employer, upon receipt of the notice of claim, will furnish to the claimant such forms as are required for filing proofs of claim. If such forms are not mailed to the last address given the Employer by the claimant within ten (10) days after giving such notice, the claimant shall be deemed to have complied with the requirements of this contract as to proof of loss upon submitting, within the time fixed in this contract for filing proof of claim, written proof covering the occurrence, the character and extent of the disability for which claim is made.

### PROOFS OF CLAIM

Written proof of loss must be furnished to the Employer at its main office within sixty (60) days after the termination of the period for which the Company is liable. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give

such proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.

#### TIME OF PAYMENT OF CLAIMS

Subject to due written proof of loss, all accrued indemnities will be paid to the covered employee each month during any period for which the Employer is liable and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

#### PHYSICAL EXAMINATIONS

The Company, at its own expense, shall have the right and opportunity to examine the person of the covered employee when and so often as it may reasonably require during the pendency of a claim hereunder.

#### LEGAL ACTIONS

No action at law or in equity shall be brought to recover on the contract prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this contract. No such action shall be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.

#### CONFORMITY WITH STATE STATUTES

Any provision of the contract which, on its effective date, is in conflict with the statutes of the state of Michigan on such date is hereby amended to conform to the minimum requirements of such statutes.

#### CLAIM APPEAL PROCESS

Appeals on denied claims must be made to Administrator. If not resolved, denial then can be submitted to Claims Review Committee consisting of representatives from Labor Relations, Finance Department and Department of Transportation.