

# **MASTER AGREEMENT**

**BETWEEN THE**

## **CITY OF DETROIT**

**AND THE**

## **ASSOCIATION OF MUNICIPAL ENGINEERS**

### **2001-2005**

**2001-2005 Master Agreement Between the City of Detroit and the  
Association of Municipal Engineers**

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# **AGREEMENT**

This Agreement is entered into between the City of Detroit, a Michigan Municipal Corporation (hereinafter referred to as the EMPLOYER or the CITY) and the Association of Municipal Engineers (hereinafter referred to as the EMPLOYEE(S) or the ASSOCIATION).

**NOTE:** *The headings used in this Agreement on schedules or on exhibits neither add to nor subtract from the meaning but are for reference only.*

## **PURPOSE AND INTENT**

- A. The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the City of Detroit in its capacity as an Employer, the Employees, the Association and the citizens 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 Association encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

## **1. RECOGNITION OF ASSOCIATION**

Pursuant to and in accordance with all applicable provisions of Act 336 of Public Acts of 1947, as amended, the Employer does hereby recognize the Association as the exclusive representative for all employees certified to the classifications listed in Exhibit I, for the purpose of collective bargaining in respect to rates of pay, hours of employment and all other conditions of employment for the term of this Agreement.

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

Consistent with the terms of this Agreement:

- A. The Association recognizes the prerogatives of the City to operate and manage its affairs, in all respects in accordance with its responsibilities and powers of authority as set forth in state law, the Home Rule Act and the City Charter.

- B. The City has the right to determine when overtime work is required and to schedule such overtime consistent with the terms of this Agreement.
- C. The City reserves the right to discipline and discharge for just cause. The Association shall have the right to grieve on the interpretation and application of this provision.
- D. The City reserves the right to layoff for lack of work or funds; or the occurrence of conditions beyond the control of the City; or where continuation of work would be wasteful and unproductive; provided such actions do not conflict with the terms of this Agreement.
- E. The City has the right to establish schedules of work.
- F. The City has the right to establish the methods and processes by which the work is performed, provided it is understood by the parties that every incidental duty connected with operations enumerated in classification specifications is not always specifically described.
- G. Except as specifically abridged, delegated, granted or modified by this Agreement, all of the rights, powers, and authority the City had prior to the signing of this Agreement, are retained by the City and remain exclusively and without limitations within the rights of the City.
- H. The City has the right to establish reasonable practices, policies or rules, provided the same do not conflict with the express terms of this Agreement and are applied equally to all employees in the bargaining unit.

### **3. SUB-CONTRACTING**

- 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 Association nor to discriminate against any of its members nor shall any seniority employee be laid off or demoted as a direct and immediate result of work performed by an outside contractor.
- B. In cases of contracting or sub-contracting affecting employees covered by this Agreement, the City will hold advance discussion with the Association prior to letting the contract. The Association representatives will be advised of the nature, scope and approximate days of work to be performed and the reasons (equipment, manpower, etc.) why the City is contemplating contracting out the work.

## **4. ASSOCIATION SECURITY**

- A. Employees are free to join or not to join the Association. Employees who are members of the recognized bargaining unit but who are not members of the Association may join the Association by initiating their Association application form and dues deduction authorization form.
- B. The City agrees to deduct from the wages of an employee, who is a member of the Association, all association membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the City provided that the said form shall be executed by the employee. The written authorization for Association dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The Revocation notice must be given to both the Finance Department and to the Association.
- C. Any person employed with the City and covered by this Agreement, who is not a member of the Association and who does not make application for membership within ninety (90) days from the effective date of this Agreement or from the date he/she first becomes a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Association a service fee as a contribution towards the administration of this Agreement, in an amount determined by the Association in accordance with applicable law. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notice by the Department from the Association, unless otherwise notified by the Association in writing within said thirty (30) days and provided that the Association shall release the Department from fulfilling the obligation to discharge if during such thirty (30) day period the employee pays the membership dues or service fee retroactive to the due date and confirms his/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 Association, all Association service fees uniformly required as provided in a written authorization in accordance with the standard form used by the City, provided that the said form shall be executed by the employee. The written authorization for Association service fee deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Finance Department and to the Association.
- E. All Association membership dues and service fees will be authorized, levied, and certified in accordance with the by-laws of the Association. Each employee and the Association hereby authorize the City to rely upon and to honor certifications by the Treasurer of the Association regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Association dues and service fees, which dues and service fees shall be sent via first class mail, without undue delay, to the Treasurer of the Association. The Treasurer of the Association shall not request the City to change the amounts so deducted more often than four (4) times each City fiscal year.

- F. The Association shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Association, the City and its officers and employees shall be released from all liability to the employee-assignors, and to the Association under such assignments. (Chapter 13, Article 4, Section 4 of the Municipal Code of the City of Detroit.)
- G. The Association shall refund to employees, dues and service fees erroneously deducted by the City and paid to the Association. The City may offset any amount erroneously or improperly deducted and paid to the Association from any subsequent remittance to the Association.
- H. The Association agrees to save and hold harmless the City from any damages or other financial loss, which the City may be required to pay or suffer as a consequence of enforcing the above provisions.

## **5. ASSOCIATION REPRESENTATION**

- A. There may be one (1) Association Representative and one (1) alternate in each of the City departments employing members of the bargaining unit, except that in the Water and Sewerage Department there may be an additional Association Representative and alternate at the Waste Water Treatment Plant.
- B. It is understood by the parties that the alternate Association Representative will function in the grievance procedure only in the absence of the Association Representative.
- C. The Association Representative or the alternate, during his/her regular working hours and without loss of time or pay, may investigate and present grievances to the Employer after obtaining permission from his/her immediate supervisor. Such permission shall not be unduly withheld or delayed, with the understanding that the time will be devoted to the proper handling of the grievance and will not be abused. Any alleged abuse by either party will be a proper subject for a Special Conference.
- D. The Association President (or member of the bargaining unit in addition to the grievant, designated in the contract) shall be permitted to take time off with pay to handle special conferences, grievances and participate in arbitration cases. Other duties associated with being an Association President and directly related to wages, hours and working conditions of bargaining unit members may arise which must be addressed in the capacity of Association President during business hours. In this regard, upon request, a meeting will be convened between the Association and the appropriate department representative to discuss this matter and resolve any difficulties being experienced.

## 6. GRIEVANCE PROCEDURE

Should differences arise between the City and the Association during the term of this Agreement, an earnest effort shall be made to resolve such differences promptly. A grievance is a difference between the City and the Association concerning the interpretation or application of any provision of this Agreement. The grievance procedure contained in this Agreement shall be the exclusive grievance procedure for all members of the bargaining unit and is as follows:

**STEP 1:** Any employee who believes that he/she has been unjustly dealt with or that any provision of this Agreement has not been properly applied or interpreted may discuss his/her complaint with his/her immediate supervisor. The employee shall have the right to have his/her Association Representative present during the discussion. When the presence of the Association Representative is desired by the employee he/she shall make the request to the immediate supervisor who shall, without undue delay, make the arrangements to have the Association Representative present. The employee has the right to discuss the complaint with the Association Representative prior to the discussion with his/her immediate supervisor.

**STEP 2:** If the complaint is not satisfactorily resolved by Step 1, it shall become a grievance if the Association Representative puts the complaint in writing, has it signed by the complaining employee, and submits it to the Division Head within fifteen (15) working days after the contract violation which gave rise to the grievance. The Division Head will promptly arrange to review the grievance in a meeting with the grievant and the Association Representative. The Division Head will forward a written answer to the Association Representative within ten (10) working days of the meeting.

**NOTE:** *Any disputes concerning suspension or discharge of employees are to be submitted in writing directly at Step 3 – Department Head Level (see below)*

**STEP 3:** If the grievance is not satisfactorily resolved at Step 2, it may be appealed in writing to the department head or his/her designated representative by the Association President, or in his/her absence his/her designated representative, within seven (7) working days of the division head's decision. The department head or his/her designated representative will promptly arrange to review the grievance in a meeting with the Association President or, in his/her absence, his/her designated representative. The department head or his/her designated representative will forward a written answer to the Association President within ten (10) working days of the meeting. 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:** If the grievance is not satisfactorily resolved at Step 3, it may be appealed in writing by the Association President or in his/her absence, his/her designated representative, to the Labor Relations Director within seven (7) working days of the department head's decision. The Association's written appeal to the Fourth Step shall state the facts in dispute and/or reasons for dissatisfaction with management's Third Step answer. The Labor Relations Director will promptly arrange for the convening of the



Appeal and Review Board which shall consist of not more than four (4) representatives of the City and not more than three (3) Association Representatives. The Labor Relations Director will forward the written answer from the Appeal and Review Board to the Association within twenty (20) working days of the Appeal and Review Board hearing.

If the grievance is not settled at Step 4 it may be referred to arbitration (Step 5) within sixty (60) working days from the date of receipt of the City's answer at Step 4 or date that such answer was due. All grievances not referred to Step 5, arbitration, within the prescribed time limits shall be considered settled based on the City's last answer.

**STEP 5 - ARBITRATION:** Any unresolved grievance which involves an alleged violation of any specific Article or Section of this Agreement and which has been fully processed through Step 4 of this grievance procedure, may be submitted to arbitration in strict accordance with the following:

1. Arbitration shall be invoked by written notice to the other party of the intent to arbitrate. In the event the parties are unable to agree on an Arbitrator, within seven (7) working days of such notice, the parties shall submit the dispute to the Federal Mediation and Conciliation Service (FMCS), Office of Arbitration Services (OAS), for selection of an arbitrator, and request a list of seven (7) names from which the parties shall select an arbitrator by advising FMCS-OAS of its order of preference by numbering each name on the panel and submitting the numbered list in writing to FMCS-OAS. The name on the panel that has the lowest accumulated numerical order will be appointed. The parties may strike any name which is unacceptable. In the event there is no mutual choice from the first list, the FMCS-OAS shall submit a second list and the parties will follow the same procedure set forth for the first list. In the event there is no mutual choice from the second list, the FMCS-OAS shall submit a third list and the parties will follow the same procedure as set forth for the first two lists. In the event there is no mutual choice from the third list, FMCS-OAS will select an arbitrator who will arbitrate the dispute, barring any factual objections by either party. In the event of factual objections, FMCS-OAS will appoint another arbitrator to arbitrate the dispute.

Any grievance which is not referred to the agreed upon arbitrator or to FMCS-OAS within twenty (20) working days of the notice of intent to arbitrate, shall not be arbitrable under the terms of this Agreement.

2. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provisions of this Agreement and shall be without power and authority to make any decision:
  - a. Contrary to, or inconsistent with or modifying in any way, the terms of this Agreement.
  - b. Concerning the discipline or discharge of employees for engaging in a strike, slowdown or stoppage of work who exercise their right under Section 6 of Act 379 of the Public Acts of 1965.

- c. Concerning appeals to the Mayor pursuant to applicable state law (Veterans Preference).
  - d. Granting any wage increases or decreases.
  - e. Granting any right to relief for any period of time whatsoever prior to the effective date of this Agreement.
  - f. Relative to position classification either temporary or permanent.
  - g. Contrary to, the City's right to establish, adopt, amend, promulgate, and enforce uniform work rules for its departments, as long as the work rules are not in violation of this Agreement.
3. The arbitrator shall have no authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations, or discretion which by state law or City Charter, the City cannot delegate, alienate or relinquish, nor to rule on the purchase of buildings or equipment.
  4. No settlement at any stage of the grievance procedure except an arbitration decision, shall be a precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceeding.
  5. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to his/her removal from the City payroll, 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 employees equity therein.
  6. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case, except by mutual agreement of the parties.
  7. There shall be no appeal from the arbitrator's decision if made in accordance with his/her jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the City, on the employee or employees, and on the Association.
  8. In the event a case is appealed to an arbitrator and he/she finds that he/she has no power or authority to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
  9. The expense 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 aggrieved and the Association President shall not lose time or pay for time off the job while attending the arbitration proceedings.
  10. Except as specifically provided herein, or in supplements hereto which are part of this Agreement, the parties understand and agree that in making this contract they have resolved for its term all bargaining issues which were or which could have

been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters, which are not excluded from arbitration.

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

- A. Any grievance settlement shall be made in accordance with the terms and spirit of this Agreement.
- B. Any grievance under this Agreement which is not filed in writing within fifteen (15) working days after the grievance arises or is made known to the employee or the Association, shall not be considered a grievance.
- C. The time elements in the first four (4) steps can be shortened or extended or steps may be eliminated by mutual agreement.
- D. The Association may withdraw any grievance without prejudice at any step, up to and including the Appeal and Review Board step.
- E. In the event the City fails to schedule or respond within the time limits specified, the appropriate Association Representative may appeal the grievance to the next step of the grievance procedure.

## **8. DISCHARGE AND SUSPENSION APPEAL PROCEDURE**

- A. The Employer agrees upon the discharge or suspension of an employee, to notify, in writing, the Association Representative of the discharge or suspension. The Employer will endeavor to notify the Association Representative at the same time that the employee is notified, but in no case shall notification be delayed beyond forwarding by U.S. Mail prior to the close of the next work day.
- B. Upon request, the Employer or his/her designated representative will discuss the discharge or suspension with the employee and the Association Representative. Exceptions to this procedure would be in situations where the suspended or discharged employee is absent without leave, has committed acts of violence on the worksite, or the parties agree that such discussion would not be beneficial.
- C. Should the designated Association Representative consider the discharge or suspension to be improper, the matter may be referred to Step 3 of the grievance procedure so long as this is done within fifteen (15) working days of the notice given to the Association Representative.
- D. In imposing any discipline on a current charge, the City shall not take into account any prior infractions, which occurred more than fourteen (14) months previously. However, this period shall be extended to twenty-four (24) months where the current charge is a

repetition of prior infractions involving workplace violence, sexual harassment, theft or misappropriation of City property, or being under the influence of alcohol or controlled substances at work.

The City agrees that the disciplinary action procedure should be corrective and progressive in nature and that selection of discipline in any specific case should be appropriately based on the circumstances of the offense and the employee.

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

## **9. SPECIAL CONFERENCES**

- A. Special Conferences shall be arranged between the Association and the Department Head or his/her designated representative upon the request of either party. Such meetings shall be between no more than three (3) representatives of the Department and no more than three (3) representatives of the Association. Arrangements for such a special conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. A copy of the request and agenda shall be sent to the Labor Relations Division for informational purposes.
- B. Matters taken up in Special Conferences shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the Association shall not lose time nor pay for time spent in special conference.
- C. On certain matters that concern employees of more than one (1) department, conferences shall be arranged between the Association Representatives and the City's Labor Relations Division, in which case the representational limitations stated in A shall not apply.
- D. Special Conferences shall be held within ten (10) working days after a request is made, unless extended by mutual agreement of the parties. The Association shall be allowed at least twenty-four (24) hours notice of the time and place the meeting will be held.
- E. The authorized Association Representatives may meet at a place designated by the City on the City's property, for not more than one (1) hour immediately preceding a Special Conference.
- F. Within ten (10) working days of the date of the Special Conference, the City shall submit to the Association President a written position statement on matters taken up in Special Conference.

## 10. LEAVES OF ABSENCE

**FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA):** The FMLA became applicable to employees in the bargaining unit on August 5, 1994. The Human Resources Department issued a Policy Directive dated September 9, 1993, and reissued it on April 21, 1998, which detailed how the provisions of the FMLA would be implemented in City service. The 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.

**CITY LEAVES OF ABSENCES:** Leaves for purposes covered under the FMLA may be extended, and leaves for other purposes may be granted, under the City's leave of absence policies and procedures as set forth in Rule XIV of the City of Detroit Human Resources Department Rules in effect as of the effective date of this Agreement.

- A. Leaves of absence without pay may be granted for reasonable periods for the following purposes:
1. Temporary physical or mental incapacity.
  2. Training related to the employee's regular duties in an approved educational institution.
  3. Military service.

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

- B. To be eligible for a leave of absence, the employee must have completed one (1) year of continuous classified service immediately prior to the leave. This requirement shall not apply to leaves for military service.
- C. Leaves of absence (excluding military) may be extended for periods up to two (2) years. After two (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.

## 11. SENIORITY

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

Seniority, as defined above and in accordance with the Rules of the 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 the various economic benefit provisions.*

- B. **SENIORITY LIST:** The City will furnish to the Bargaining Unit, once a year, a seniority list showing each employee's name, address, department, classification, pension number, social security number, and total City seniority date. This information shall be organized in a format mutually agreeable to the Bargaining Unit and the City.
- C. **LOSS OF SENIORITY:** An employee shall lose his/her seniority for the following reasons only:
1. The employee resigns or quits.
  2. The employee retires on regular service retirement.
  3. The employee is discharged or permanently removed from the payroll and the separation is not reversed through the grievance procedure.
  4. The employee does not return at the expiration of a leave of absence.
  5. The employee does not return to work when recalled from layoff as set forth in the recall procedure.
- D. **SUSPENSION OF SENIORITY CREDIT:** An employee shall not lose his/her accrued seniority but shall not accumulate additional seniority credit during the following periods:
1. Layoffs resulting from reduction in force which exceed four (4) years.
  2. Leaves of absence which exceed one (1) year.
  3. Non-duty disability retirements which exceed one (1) year.
  4. Voluntary layoffs.
- E. Any employee who is absent from duty for three (3) consecutive work days without specific leave from his/her department and who fails to notify the employer within those three (3) days (except in cases of proven unabling emergency), shall be deemed to have quit his/her employment from City service and to have vacated his/her position. Any such absence shall be without pay unless otherwise approved by a subsequent action by the employer.

## **12. PROBATION PERIODS**

- A. Probation periods are recognized as “working test” periods used to supplement other evaluations to determine whether the employee fully meets the qualifications of the class. Probation periods are required in all cases of initially certified new hires, employees transferred or promoted, employees recertified to a new title, reinstated employees and other cases as provided in Human Resources Department Rules.
- B. The length of the probation period for all employees hired, promoted, transferred or placed into classifications represented by this Association shall be six (6) months.
- C. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment except separation from City service or reversion to the formerly held title for reasons other than Association activities. For probationary employees with prior City service, the Association shall represent such employees when a Department issues a suspension or discharge for cause instead of taking action to revert the employee to his/her prior status.
- D. During an employee’s initial hire probation period, the employing department may, in accordance with Human Resources Department Rules, extend the probation period or take action to discharge the employee as a probationary employee. In the case of an unsatisfactory employee who has classified status, the employing department may extend the probation period or take action reverting the employee to his/her former classification, unless a discharge for cause is appropriate.
- E. When an employee satisfactorily completes the probationary period, he/she shall be entered on the seniority list of the Association for the classification in which he/she is employed.

## **13. TEMPORARY ASSIGNMENTS**

- A. Employees are to be assigned job duties and responsibilities, which are appropriate to their classification. An employee shall not be assigned to perform work which falls outside of his/her classification except for short-term training purposes, short-term emergencies and in cases of emergency or other situations resulting from factors beyond the control of management which cannot be anticipated or planned for in the normal course of departmental operations and where such assignment is necessary to effectively carry out departmental operations.
- B. When an employee is assigned to perform work clearly outside of his/her classification which involves special higher-level skills or is assigned and given responsibility to perform the preponderance of duties regularly performed by employees in a higher class for a period greater than thirty (30) calendar days, the department shall take steps to see that the employee so assigned shall be compensated at the appropriate rate for the work performed in excess of the thirty (30) days. Questions concerning out-of-class work

claims shall be determined by the Classification and Compensation Division of the Human Resources Department.

- C. Performing the duties of an employee in the higher classification in series during short-term absences and normal vacation periods shall not be construed as being out-of-class work assignments.
- D. If an employee believes that his/her regularly assigned set of duties and responsibilities are not properly allocated to his/her current title, the employee or the Association may request the Classification and Compensation Section of the Human Resources Department to conduct a classification survey of the employee's job as provided in Human Resources Department Rules.
- E. Any out-of-class or temporary assignment in excess of six (6) months will be a proper subject for a Special Conference between the Association and the Department to discuss feasibility of filling the position on a permanent basis.
- F. The Association may request the Classification and Compensation Section of the Human Resources Department to conduct a classification survey of any position in which an individual represented by the Association is the incumbent. The Human Resources Department will endeavor to complete such survey within ninety (90) calendar days after receipt of the incumbent's completed classification questionnaire. If for some reason a delay beyond the ninety (90) calendar days is caused, the Association will be advised as to the reasons and cause of the delay.

#### **14. INTER-DEPARTMENTAL TRANSFERS**

- A. An employee desiring a transfer to another City department may file a request for transfer with the Certification Section of the Human Resources Department. The employee shall receive notification of any requested transfer opportunity in accordance with Human Resources Department referral practices in effect on the date this Agreement is signed. To receive such consideration, the request to transfer must be on file at least thirty (30) calendar days prior to receipt of a requisition indicating an opening. Requests for transfer shall remain on file for the duration of the Contract.
- B. The City agrees that a department head shall not arbitrarily refuse to allow an employee a transfer to another City department, which has requested the employee's transfer. Such transfers shall be effective no later than thirty (30) calendar days from the effective date approved by the Human Resources Department unless the transfer at such time would cause a serious adverse effect on departmental operations.

#### **15. REDUCTION IN FORCE**

In the event of a reduction in force affecting members of the bargaining unit, the following procedure shall be applicable:



## **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 class at a time.
- I. An employee who is certified, promoted, transferred or demoted to a position in a class only for a specified term or conditional event, or where the certification or status change states that such employment is limited to assignment on a particular project, acquires **limited-term status** in the class.

## **SECTION 2 - ORDER AND MANNER OF REDUCTION**

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

- A. Within the department, the following categories of employees shall be removed first:

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

1. Employees in the class on a limited-term basis and employees in the class on a permanent basis who have not completed the required probationary period, but who hold permanent status in some other class, shall revert to the class in the department from which they were promoted or transferred. Removal shall be in accordance with their total City seniority, the least senior employee to be removed first.
2. Employees in the class on a permanent basis shall be removed in accordance with their total City seniority, the least senior employee to be removed first. Such employees shall be laid off subject to the following demotion or transfer rights within the department:
  - a. **Demotion in Series:** If the employee is in a class in an occupational series, the employee shall have the right to be demoted to a position in a lower class in the series, provided there are one (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 recertification, promotion or transfer from the register to any vacancy in the class from which they were demoted, transferred or laid off, or any lower class in the same series in any City department, before any such vacancy can be filled by certification, promotion, or transfer.

An employee's name shall remain on the special register until he/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 recertified to available vacancies in this class in the order of their total City seniority from the list.
- C. Laid off employees shall be placed on preferred eligible lists for all other classes in which they have held permanent status and shall be offered certification to available

vacancies in these classes in the order of their total city seniority from such lists, provided that employees who were laid off in such classes have been first recalled.

Should a laid off employee on a preferred eligible list waive an offer of employment to a position in the class, his/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.
- E. Reemployment provisions in this Section do not apply to persons laid off and separated from City employment for a period of four (4) years.

#### **SECTION 5 - EFFECT OF JURISDICTIONAL LINES**

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

#### **SECTION 6 - EMPLOYEES HOLDING MULTIPLE TITLES**

In determining an employee's rights under this 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 LAYOFFS**

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

**NOTE:** *Medical Evaluation of Persons Recalled from Layoff - Persons recalled for employment who have been off work for more than ninety (90) days shall be subject to the pre-employment medical evaluation required of all applicants for hire.*

## **16. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION**

- A. The City and the Association agree to cooperate in a policy of equal opportunity for all employees, to continue to prohibit discrimination because of race, color, creed, religion, national origin, age, political orientation, sex, sexual orientation, marital status, or disability in accordance with applicable state and federal laws, and to promote a full realization of equal employment opportunity through a positive and continuing effort.
- B. The City and the Association recognize the provision of the City Charter, which mandates the City Human Resources Department to take affirmative action, as required by the constitutions of Michigan and the United States.

In accordance with this provision, the City agrees:

- 1. To periodically provide the Association with statistical information concerning the composition of the City's work force and reports concerning policies and programs for achieving equal opportunity in employment.
- 2. To make available representatives of the Human Resources Department to meet with representatives of the Association to exchange information and discuss affirmative action activities.

## **17. SAFETY**

The City agrees that it will not assign any employee to any known unsafe operation or assign any employee duties known to be detrimental to that employee's health and safety, and the City will take into consideration the physical condition of the employee and assignments for

which safety training is normally required. Any disputes regarding safety shall be a proper subject for a Special Conference.

## **18. MAINTENANCE OF CONDITIONS**

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

## **19. SHOW UP TIME**

When an employee is called to work on an unscheduled shift or overtime, he/she shall receive the overtime for the hours worked or a minimum of four (4) hours on a straight time basis, whichever is greater.

## **20. MISCELLANEOUS**

- A. All salaried employees will have their hourly rates computed by dividing their annual salary by 2080 hours.
- B. **Deferred Compensation Plan:** Employees shall be eligible for a Deferred Compensation Plan made available by the City. Participation in the Plan shall be optional with each employee.
- C. Unless otherwise specified in this Agreement, the basic annual step increment for salary classifications will be five (5%) percent of the employee's salary as of the date the increment is normally paid, not to exceed the maximum rate for the classification. Beginning January 1, 2005, and thereafter, any progression within the range ("step increments") shall be based on the most recent evaluation of the Service Improvement Process (SIP) program administered by the Human Resources Department, not to exceed the maximum rate for the classification.
- D. Effective July 1, 1980, employee benefits for those employees' sixty-five (65) years of age and older may be modified as permitted by law but shall not result in any additional cost to the employee, (e.g. coordination of Medicare/Medicaid coverage with City hospitalization coverage).
- E. The City maintains the right to utilize and change to alternative time recording methods depending on the need of each department. Such methods may include, for example, time clocks or electronic "card-swiping" mechanisms, among others.

## 21. 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 (95%) percent of his/her weekly take-home pay. For the purposes of this Article, take-home pay is defined as gross pay from the City less Social Security deductions, and less Federal, State and City income tax withholding amounts based on the employee's actual number of dependents. Employees shall be eligible to earn current sick leave.
- B. Employees who are unable to supplement their Workers' Compensation benefit from their off-time banks because the amount of overtime worked causes the benefit to meet or exceed ninety-five (95%) percent of weekly take-home pay, shall be treated like employees who are able to supplement for the purposes of hospitalization, life insurance and current sick leave. This provision does not apply to those employees who are unable to supplement because they have no time available in their off-time banks.
- C. Employees shall not be eligible for holiday pay nor earn additional vacation or reserve sick leave when they are being paid Workers' Compensation benefits.
- D. The City agrees to continue hospitalization and life insurance benefits for employees with one (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.
- (4) While employed in the alternate job classification, whether temporary or permanent, the employee shall be represented by the local union having jurisdiction over employees in that classification and at that location. However, residual seniority rights to the employee's former classification shall remain with his/her former 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.
- (5) Employees returned to work under these provisions shall not be charged with absences for disciplinary purposes where there is medical documentation that such absences were caused and necessitated by the former job injury.
- (6) Employees will be eligible for wage increases granted to their alternate job classification.
- (7) Should a medical dispute arise between the employee's physician and the Employer's physician, a third physician will be mutually selected by the doctors and the third doctor's opinion shall be final and binding on the City and Association.

## **22. UNEMPLOYMENT COMPENSATION - SUPPLEMENTAL 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 Insurance Agency (MUIA) 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 (SUB).



**Section 1. Application for Supplemental Unemployment Benefits.** No employee shall be eligible for SUB 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 Insurance Agency as required by the (MUIA);
  3. has received unemployment compensation from MUIA 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 thirty (30) consecutive calendar days; whereupon he/she will be eligible retroactively for benefits commencing after the second week of layoff;
  11. must not be on layoff from a classification designated as special service, limited term, part-time, provisional, contractual, limited status, or for which the duration of employment is listed as seasonal;
  12. must have at least eighteen (18) months total City seniority.
- c. An employee shall forfeit permanently all eligibility for S.U.B. if he/she shall misrepresent any material fact in connection with an application by him/her for any S.U.B. or other unemployment compensation. Furthermore, he/she shall be subject to disciplinary action upon his/her return to active status.

**Section 3. Powers and Authority to the City:** The City shall have such powers and authority as are necessary and appropriate in order to carry out its duties under this Article, including without limitation the following:

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

## **23. 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 day's 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.

## **24. HOLIDAYS AND EXCUSED TIME OFF**

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

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

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

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

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

- D. If an employee is absent without just cause on a holiday or excused time day on which he/she is scheduled to work, he/she shall receive no pay for the holiday.
- E. Double time will be paid for all hours worked on a holiday in addition to the straight time holiday pay due for a holiday as such.
- F. Premium payments shall not be duplicated for the same hours worked.
- G. Employees shall be granted eight (8) hours of "Excused Time" on Good Friday effective in the year 2005 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 day in question.
- I. If a holiday or excused time day falls on Saturday it shall be observed on the preceding Friday, and if a holiday or excused time day falls on Sunday it shall be observed on the following Monday for all employees except those assigned to six and seven day operations. Should two (2) consecutive holidays or excused time days occur on a Friday and Saturday, or on a Sunday and Monday, Friday and Monday, respectively, shall be designated as the official holidays.

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

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

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

## 25. LONGEVITY PAY

- A. Employees shall qualify for longevity pay as follows:
1. Employees may qualify for the first step of longevity pay, provided they have served as City employees for an accumulated period of five (5) years.
  2. Employees may qualify for the second step of longevity pay, inclusive of the first step provided they have served as City employees for an accumulated period of eleven (11) years.
  3. Employees may qualify for the third step of longevity pay, inclusive of the first and second steps, provided they have served as City employees for an accumulated period of sixteen (16) years.
  4. Employees may qualify for the fourth step of longevity pay, inclusive of the first, second and third steps, provided they have served as City employees for an accumulated period of twenty-one (21) years.
  5. Employees may qualify for the fifth step of longevity pay, inclusive of the first, second, third and fourth steps, provided they have served as City employees for an accumulated period of twenty-six (26) years.
  6. The first step of longevity increment shall be one hundred and fifty dollars (\$150). The second step of longevity increment inclusive of the first step, shall be three hundred dollars (\$300). The third step of longevity increment, inclusive of the first and second steps, shall be four hundred and fifty dollars (\$450). The fourth step of longevity increment, inclusive of the first, second and third steps, shall be six-hundred dollars (\$600). The fifth step of longevity increment, inclusive of the first, second, third and fourth steps, shall be seven-hundred and fifty dollars (\$750).
- B. Employees who have qualified for longevity pay and have accumulated at least 1,800 hours of straight time regular payroll hours of paid time during the year immediately preceding any December 1 date or other day of payment will qualify for a full longevity payment provided they are on the payroll on the December 1 date or any other 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.

## 26. VACATIONS

- A. **ELIGIBILITY:** Employees inducted during the course of the fiscal year shall not be eligible for vacation leave without deduction of pay until they shall have earned at least 1000 hours of paid time, exclusive of overtime or premium time, and until they have attained status as City employees for at least six (6) months. When employees qualify, as above stated, they shall be entitled to five (5) days of vacation leave. Once employees have earned at least sixteen hundred (1600) hours of paid time, exclusive of overtime, and have attained status as employees for at least twelve (12) months, they are entitled to five (5) additional vacation days. In order that an employee's time may be computed on a fiscal year basis, on the July 1 following his first year anniversary date of employment, the employee will be entitled to a prorated vacation leave computed by multiplying the number of months remaining from the anniversary date to the end of the fiscal year by 8.3 percent of ten (10) days and rounding the product to the nearest whole number. Thereafter, his vacation shall be computed on a fiscal year basis.

- B. The vacation schedule shall be as follows:

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

- C. **VACATION PERIOD:**

1. Vacations will, insofar as possible, be granted at a time most desired by employees according to their seniority.
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.

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.

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) straight time regular payroll hours, those who die and those who are separated from the service, either temporarily or permanently, so that it is apparent at the time of separation that they will not accumulate sixteen hundred (1600) hours of straight time pay, shall be entitled to vacation leave before such separation computed as follows: 8.3 percent of the vacation credit of the previous July 1 multiplied by the number of calendar months in which employees have been paid for not less than one hundred and sixty (160) straight time regular payroll hours and rounded to the nearest whole number. After sixteen hundred (1600) straight time hours are worked in a fiscal year, employees will be entitled to one-hundred percent (100%) of their next July 1 vacation. Employees who have attained status for at least twelve (12) months but have not yet been placed on a fiscal year basis, and who are separated from the service, shall be entitled to prorated vacation leave, computed by multiplying the number of months worked from the one year anniversary date to the date of separation by 8.3 percent of ten (10) days and rounding the product to the nearest whole day. Current rules governing vacation shall otherwise continue to apply. This paragraph does not apply to part-time, seasonal or temporary employees.
- E. **CREDITING VACATION:** One hundred percent (100%) of anticipated annual vacation leave (rounded down to the nearest 1/2 day) will be posted to an employee's bank after he/she has accumulated sixteen hundred (1600) straight time hours in a fiscal year. In the event an employee has been credited with more time than he/she has earned, on the succeeding July 1, or date of separation, whichever comes first, the employee will have any vacation time credited but not earned charged first against his/her existing vacation bank, then to his/her swing holiday bank, or failing sufficient time in those two banks, he/she will be docked for the time.
- F. **VACATION PRORATION – LAYOFFS:** An employee who is laid off for an extended period of time beyond thirty (30) calendar days, will receive a lump sum bonus payment in lieu of any unused vacation credit including that accrued in the current fiscal year on a pro-rata basis according to Section 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.
- G. **RATE DURING VACATION:** Employees will be paid their current base rate while on vacation. Employees with multiple classifications shall be paid an average current rate of pay computed from the ratio of time worked in each classification over the fiscal year immediately preceding such vacation.
- H. If a regular pay day falls during an employee's vacation of one (1) week or more, he/she may request his/her check in advance before going on vacation and such request shall be granted.



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

## 27. SICK LEAVE

- A. All employees who shall have completed three (3) months of continuous service shall be granted one (1) day of sick leave for every service month in which they have worked 80% of their scheduled hours, not to exceed twelve (12) sick leave days in any one (1) fiscal year.

Sick leave earned after July 1, 1971 may accumulate without limitation. All employees must be on the payroll for the entire month to be credited with sick leave. These days shall be known as current sick leave and shall be kept in the Current Sick Leave Bank.

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

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

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

E. **Bonus Vacation Days:**

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

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

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

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

- F. Employees will have access to Departmental Leave Days in accordance with the Municipal Code and the Manual of Standard Personnel Practices. Permission will not be unreasonably withheld. Such days can only be granted from the Current Sick Leave Bank.

**G. Reserve Sick Leave Usage:**

Reserve Sick Leave will no longer be available for usage for Personal Business Days or to cover periods of non-chronic illness. Reserve Sick Leave can only be used for absences which (a), are the result of a period of hospitalization, or (b), cover a period of sickness resulting from a well-documented history of chronic recurring illness.

If an employee has requested the use of his or her Reserve Sick Leave and his or her Department Director denies such use because it is deemed not to comport with the Reserve Sick Leave standard set forth in the preceding paragraph, the denied employee shall be entitled to appeal the matter to the Third Step of the Grievance Procedure.

- H. Employees assigned to seven day operations shall be required to call in two (2) hours prior to the start of their shift when requesting a sick day.
- I. The above provisions shall be in accordance with Chapter 13, Article 5, Section 2 of the Municipal Code of the City of Detroit except as modified by this Article.

## **28. HOSPITALIZATION, MEDICAL, DENTAL & 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) co-pay (Certificate #87), known as the two dollar (\$2) deductible Drug Rider for employees and their legal dependents, duty disability retirees and their legal dependents, and 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's contribution for the cost of hospitalization on a monthly basis shall be as follows:

<b>Single person</b>	<b>\$100.06</b>
<b>Two person</b>	<b>\$238.29</b>
<b>Family</b>	<b>\$253.54</b>

Fifty percent of any premium charges that exceed the above amounts will be paid by the employees and fifty percent 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) co-pay (Certificate #87) known as the two dollar (\$2) deductible Drug Rider as provided by City Council in the 1977-78 Closing Resolution. The City will pay this premium for regular retirees and their spouses for only as long as they receive a pension from the City. For 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 the following amounts per month for hospitalization and medical insurance:

<b>Single person</b>	<b>\$100.06</b>
<b>Two person</b>	<b>\$238.29</b>

Fifty percent of any increase over these amounts will be paid by the retiree. 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 shall include Blue Cross Master Medical insurance with a twenty percent (20%) co-pay benefit and a fifty dollar (\$50) per person annual deductible (\$100 for two or more in a family).

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

**Single Person**  
**Two Persons**  
**Family**

- G. The City shall provide for all active employees and their dependents, 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 benefits on a 25% co-pay basis and Class II and III benefits on a 50% co-pay basis. Classes I, II, and III benefits shall not exceed \$1,000 per person per year. In addition, Orthodontic coverage shall be on a 50% co-pay basis with a \$1,000 life time maximum. 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, such benefit shall 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 Security Act is enacted, the parties agree to reopen discussions with respect to health care benefits if there is need to do so due to the impact of such a Federal program.
- J. No insurance carrier shall be allowed to underwrite City Health Care Benefits unless it offers coordination of benefits. All carriers will be required to provide group specific utilization and cost data as a condition of doing business with the City. Copies of all information will be provided to Association and City representatives as directed.
- K. 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.

- L. **“Opt-Out” Program.** 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.

## **29. FUNERAL LEAVE**

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

- E. The Association President or his/her designee, with proper notification to the department head, shall be allowed one (1) funeral day, not to be charged to sick leave, in order to attend the funeral of a City employee who was a member of his/her Association on the day prior to his/her death.

### **30. 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 (30) nor more than ninety (90) 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.

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.

The above paragraphs 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 for pension calculation purposes to the early service retirement (actuarially reduced) with twenty-five (25) or more years of service.

- 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 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 payment benefit provided for elsewhere in Article 31 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 31.
- 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.

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.

- 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.
- L. In addition to in-service death pension benefits which already exist for employees with 20 or more years of service, effective January 1, 1999, 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 to 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 by 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.

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

### **31. UNUSED SICK LEAVE ON RETIREMENT**

- A. Employees shall be entitled to payment for unused sick leave on retirement as follows: Upon retirement, or death with twenty (20) years of service, an employee shall be entitled to payment of one-half (1/2) of their unused sick leave. Effective January 31, 2005, the payment shall be increased to sixty percent (60%) of the employee's unused sick leave.
- B. The payments will be made as part of the Employee's Pension Program, or the Employee's Benefit Plan, or through the Finance Department.
- C. At the employee's option, he/she can elect to have up to the amount permitted by law of his/her unused sick leave payment deposited in his/her deferred compensation account with the balance paid to the employee.

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

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

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

The Medical Board of Inquiry shall consist of three (3) 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 Finance Director 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. **BENEFITS - DEPENDENTS:**

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

D. **ADDITIONAL INSURANCE:**

1. Employees will be able to purchase insurance which is approximately equal to their annual salary or they may choose to purchase insurance which is approximately equal to two (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 to \$35,000	\$35,000	\$70,000
\$35,000 to \$37,500	\$37,500	\$75,000
\$37,500 to \$40,000	\$40,000	\$80,000
\$40,000 to \$50,000	\$50,000	\$100,000
\$50,000 to \$60,000	\$60,000	\$120,000
And so forth in \$10,000 Increments	And so forth in \$10,000 Increments	And so forth in \$20,000 Increments

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

### 33. PRIVATE CAR MILEAGE

- A. **Rates of Payment:** Effective January 31, 2005, when an employee covered by this Agreement is assigned to use his/her automobile to perform his/her job, he/she shall be paid mileage at the current IRS per mile rate subject to change when that rate changes higher or lower. In addition, \$2.19 per day is to be paid for each day an employee is required to use his/her car for City business.

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

- B. **Definition of Reimbursable Mileage:**

1. Trips from home to headquarters and back home shall not constitute reimbursable mileage.
2. Trips in either direction between home and any officially designated point (when there is no specific headquarters) shall not constitute reimbursable mileage.

3. Trips from headquarters (or from the designated starting point if he has no headquarters) to a job, from job to job, and if directed, back to headquarters or starting point, shall constitute reimbursable mileage.
  4. For those employees who do not report to a specific headquarters, or starting point on any given day, mileage in excess of fifteen (15) miles from home directly to a job at other than headquarters or starting point at the start of the work day and mileage in excess of fifteen (15) miles from a job located at other point than headquarters or starting point to home at the end of work day shall constitute reimbursable mileage.
- C. **Accident Payments:** When an employee is involved in an accident while on City business resulting in damage to his automobile in excess of \$50, the City will pay for unrecoverable collision damage in excess of \$50 not to exceed \$250. Employees must furnish proof to their department of the time of an accident and the extent of the damages. Automobile accidents will be excluded from the City's regular small claims program.
- D. In the event of an automobile breakdown during regular working hours, the time which an employee is allowed for servicing and repairing his/her automobile is to be left up to the department in which he/she works.
- E. When an employee covered by this Agreement is regularly assigned to a job which requires the use of an automobile during his/her normal working hours, he/she shall be required to furnish said car. Other employees may be requested to use their cars when their job assignment requires the use of an automobile.
- F. In order to receive mileage reimbursement an employee must actually use an automobile on City business. However, if as a condition of employment an employee must bring his/her vehicle to work, then the City must pay the daily rate, regardless of whether it is used or not. If the employee brings the car to work by his/her own choice and does not drive it on City business, then no payment is to be made.
- G. Use of personal vehicles for out of town travel shall be in accordance with Budget Directive 98-1: Travel Procedures, as revised September, 1998.

## **34. COMPENSATION**

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. Cash Bonus:**

Members of the bargaining unit who are on the payroll on January 31, 2005, 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 the Association's 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 computation 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.

**C. Rounding:**

Each employee covered by this Agreement whose minimum and maximum rates are over \$20,000 per year, shall, if these rates fall between even hundred dollar levels, have these rates adjusted to the next higher hundred dollar level.

## **35. OVERTIME**

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

**B. Time and One-Half Overtime:**

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

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

**C. Double Time Overtime:**

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

- D. Effective January 31, 2005, double time (two-hundred percent (200%) of the basic or hourly rate) shall be paid for all time worked in excess of sixteen (16) hours from the employee's assigned starting time.
- E. Premium payments shall not be duplicated for the same hours worked.
- F. When an employee works overtime, meal periods and coffee breaks are unpaid time. For employees working in twenty-four (24) hour operations compensation will be in accordance with past practice.
- G. Except for any contrary provisions above, all the provisions regarding overtime shall be in accordance with Chapter 13, Article 2 of the Municipal Code of the City of Detroit and the State Minimum Wage Law.
- H. All time paid under this Contract and existing rules and ordinances for sick leave, holidays, vacation, jury duty time and time lost due to a job connected injury shall be counted as time worked for the purpose of computing overtime.

### **36. FLEX-TIME**

All Association employees shall be permitted to arrive at their assigned work stations at any time between ½ hour before and ½ hour after their currently scheduled starting time. Quitting time for these employees would be that time following completion of their currently assigned number of work hours for that day.

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

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

**NOTE:** At specific work locations, the parties may agree to a flex-time option which allows employees to begin work ¾ of an hour before the current core starting time. For employees at those work locations, management shall have the right to change the core starting time.

### **37. INTERFERENCE WITH WORK**

- A. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Association agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slow-down, or withholding of services.
- B. 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 lock out under the provisions of this Section.
- C. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action if any employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the Association, except that the City shall not be required to pay the wages of employees who shall refuse to report for and be willing to work. Provided, however, that such refusal shall in no way be detrimental to the public health or safety. However, the employee cannot be ordered to cross a picket line if such action could result in adverse effect on the personal safety of the employee.

### **38. OTHER CONDITIONS OF EMPLOYMENT**

Fringe benefits and working conditions except as otherwise expressly provided herein, shall be in accordance with the City Charter, Ordinances, Executive Orders, Rules and Resolutions.

### **39. STATE LICENSING EXAMINATIONS**

Provided an employee notifies the Department two (2) weeks in advance of his/her intention to take a State Licensing examination related to his/her occupational series, he/she shall be excused from his/her regular work assignment on the day he/she takes the examination without loss of pay or charge to an off-time bank.

### **40. 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 Resolutions.



## **41. CONTENT**

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

## **42. 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.

## **43. 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. Recommendations 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 the bargaining unit covered by this Agreement, the Association 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 Association within ten (10) working days of the date of the notice to the Association, 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 Association, the City may implement its last offer to the Association. Any subsequent settlement shall have retroactivity to the date the offer is implemented.

## **44. OVERPAYMENTS AND UNDERPAYMENTS**

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

The correction of the underpayment shall be made within sixty (60) days after notification to the departments Human Resources officer.

For overpayment recoveries the City is authorized to deduct up to one hundred dollars (\$100) weekly or two hundred dollars (\$200) bi-weekly. If the employee separates from City service, the entire unpaid balance shall be recoverable immediately. If the amount owed by the employee is over \$2,600, the City reserves the right to seek immediate recovery through the appropriate legal proceedings.

## **45. TUITION REFUND**

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

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

C. Effective January 31, 2005, the maximum amount of the tuition refund shall be increased as indicated below:

1. 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.
2. 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.
3. 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.

## 46. DURATION, MODIFICATION & 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 April 30, 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.

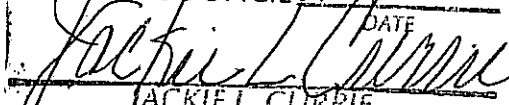
IN WITNESS WHEREOF, the parties hereto have executed this Agreement

on This 3<sup>RD</sup> Day of Oct, 2005.


ASSOCIATION OF  
MUNICIPAL ENGINEERS:


  
Donald McReynolds, President


APPROVED AND CONFIRMED BY  
THE CITY COUNCIL, 11-2-05

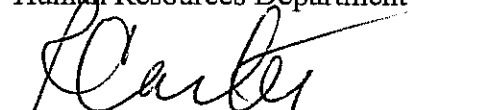
  
DATE  
JACKIE L. CURRIE  
CITY CLERK

CITY OF DETROIT:

  
Kwame M. Kilpatrick, Mayor

  
Roger N. Cheek, Director  
Labor Relations

  
Wendy Broden, Director  
Human Resources Department

  
Ruth Carter, Corporation Counsel  
Law Department

  
Sean Werdlow, Chief Financial Officer  
Finance Department

**MEMORANDUM OF UNDERSTANDING**  
Between the  
**CITY OF DETROIT**  
and the  
**ASSOCIATION OF MUNICIPAL ENGINEERS**

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**RE: Hours of Work and Overtime**


- A. All members of the bargaining unit shall be scheduled to work a forty (40) hour work week, exclusive of the lunch period at all of the City's work locations.

The length of the unpaid lunch period shall be a minimum of one-half hour, however, an employee shall have the flexibility to extend the unpaid lunch break up to a maximum of one and one-half hours. Management shall have the right to establish reasonable procedures to monitor employee's time on and off the work site. Such procedures shall be consistently applied to employees at specific work locations.

- B. The City has the right to schedule overtime work as required in a manner determined by the City to be advantageous to the City. Such overtime shall not be scheduled so as to reduce the work force. The employee shall have the right to request exclusion from scheduled overtime for personal reasons. Management shall have the right to grant or deny such a request.

Dated This 3<sup>RD</sup> Day of Oct., 2005.

  
Donald McReynolds, President  
Association of Municipal Engineers

  
Roger N. Cheek, Director  
Labor Relations

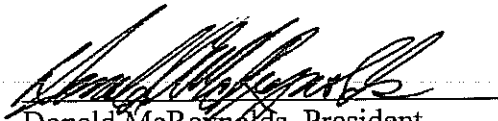
**MEMORANDUM OF UNDERSTANDING**  
Between the  
**CITY OF DETROIT**  
and the  
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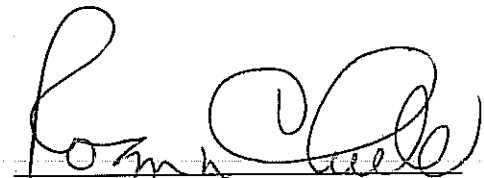
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**RE: Death of Immediate Family Member or Relative Out of the Country**

Where the death of the immediate family member or relative is out of the country, the employee may request additional time off from his off-time banks or unpaid time for attendance at the funeral or memorial service which would be in addition to the funeral leave entitlement under this Article. Any additional time off granted under this provision shall be subject to the approval of department management.

Dated This 3<sup>RD</sup> Day of October, 2005.

  
Donald McReynolds, President  
Association of Municipal Engineers

  
Roger N. Cheek, Director  
Labor Relations

**MEMORANDUM OF UNDERSTANDING**  
Between the  
**CITY OF DETROIT**  
and the  
**ASSOCIATION OF MUNICIPAL ENGINEERS**

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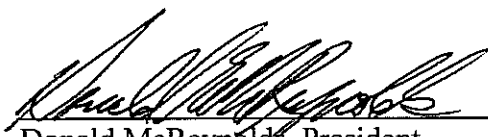
**RE: Reimbursement for Required Professional License**

For members of the bargaining unit who are required by the City to possess and maintain a license as a Professional Engineer or Architect issued by the State of Michigan, the City will reimburse the affected employee fifty-percent (50%) of the fee charged by the State to renew such license.

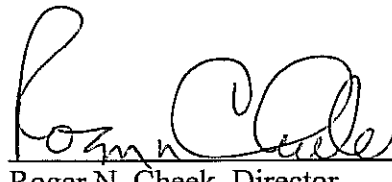
City reimbursements will not include any other fees or costs that may be associated with renewing the required professional license. And all requests for reimbursement must be supported with adequate original receipts indicating as a minimum, the name of the license holder, the date the renewal was obtained and the amount of the fee that was paid.

This provision will be effective for all licenses obtained or renewed on or after January 1, 2001.

Dated This 3<sup>RD</sup> Day of October 2005.



Donald McReynolds, President  
Association of Municipal Engineers



Roger N. Cheek, Director  
Labor Relations

**MEMORANDUM OF UNDERSTANDING**  
Between the  
**CITY OF DETROIT**  
and the  
**ASSOCIATION OF MUNICIPAL ENGINEERS**

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**RE: Precedence of ADA and MPWDCRA Obligations to Disabled Persons**

WHEREAS the City of Detroit and the Association of Municipal Engineers, are each subject to the provisions of the Americans with Disabilities Act of 1990 (ADA), Title 1, on July 26, 1992; and

WHEREAS provisions of the Michigan Persons With Disabilities Civil Rights Act, which were applicable to the parties prior to the above date, but were not enacted prior to the negotiation of some provisions of 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

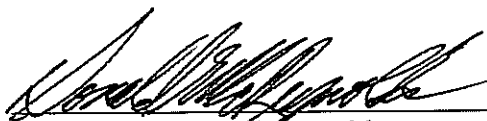
WHEREAS the full impact of the legislations' application to City of Detroit employment policies, present and future, and the changes that will necessarily have to be made to past practices, including those that grew out of the operation of the provisions of prior labor agreements between the parties,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

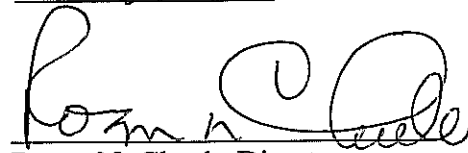
WHEREAS the Congressional history of the EEOC-written Federal Regulations also encourage employers and labor unions to agree to the type of provisions set forth in this Memorandum and elsewhere in the Master Collective Bargaining Agreements;

NOW THEREFORE in recognition of the forestated obligations and anticipated uncertainties attendant to the MPWDCRA, and the ADA in particular, the parties hereby agree that:

1. Non-Discrimination - Include "persons with disabilities" in the classes in the Contract's discrimination clause.
2. General Compliance - "This Contract shall comply with the Americans with Disabilities Act as well as applicable State legislation."
3. Association Representation - "During the process to identify a reasonable accommodation, the employee has the right to have Association representation if he or she so chooses."

Dated This 3<sup>RD</sup> Day of October, 2005.

  
Donald McReynolds, President  
Association of Municipal Engineers

  
Roger N. Cheek, Director  
Labor Relations



**MEMORANDUM OF UNDERSTANDING**  
Between the  
**CITY OF DETROIT**  
and the  
**ASSOCIATION OF MUNICIPAL ENGINEERS**

---

**RE: Labor/Management Committee**

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

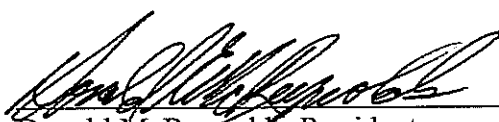
Composition of the Committee shall consist of three (3) members of the Association, one of whom shall be the Association President and three (3) management representatives, one of whom shall be the Labor Relations Director or his/her designated representative. Appointment of the Association and management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

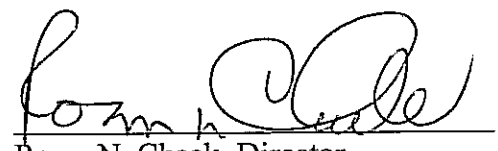
The proper subjects to be discussed by the Labor/Management Committee shall include employment issues that are unique or of special concern to the department, or how provisions of the Master Agreement shall be applied in the department. Proper issues for discussion may include methods of increasing productivity,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

**CITY-WIDE LABOR/MANAGEMENT COMMITTEE:** When appropriate, and mutually agreed between the parties, the Association 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 3<sup>RD</sup> Day of October 2005

  
\_\_\_\_\_  
Donald McReynolds, President  
Association of Municipal Engineers

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

**MEMORANDUM OF UNDERSTANDING**  
Between the  
**CITY OF DETROIT**  
and the  
**ASSOCIATION OF MUNICIPAL ENGINEERS**

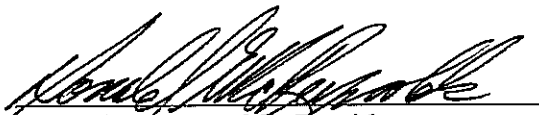
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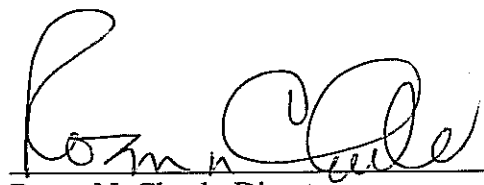
**RE: Administrative Roster**

During the course of negotiations, there were extensive discussions over the issue of placing the members of the bargaining unit on the Administrative Roster. Given the fact that legal questions remain to be answered regarding how provisions of the Fair Labor Standards Act would impact on such a course of action, the parties agree that the City shall have the option, once all legal issues have been resolved to its satisfaction, to place members of the bargaining unit on the Administrative Roster. For employees placed on the Administrative Roster, the provisions of the Overtime and Show Up Time Articles would no longer apply. Other provisions of the Labor Agreement which are in conflict with the practices and procedures for employees on the Administrative Roster shall be superseded at the time such employees are placed on the Roster.

Prior to implementation of the Administrative Roster, the City agrees to notify the Association and meet in special conference to discuss concerns and attempt to work out any problems associated with its operations.

Dated This 3<sup>RD</sup> Day of Oct. 2005.

  
Donald McReynolds, President  
Association of Municipal Engineers

  
Roger N. Cheek, Director  
Labor Relations

**MEMORANDUM OF UNDERSTANDING**  
Between the  
**CITY OF DETROIT**  
and the  
**ASSOCIATION OF MUNICIPAL ENGINEERS**

---

**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 these 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 current contract period.


Such temporary placements shall be subject to the following conditions:

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

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

Dated This 3<sup>RD</sup> Day of October 2005.

  
Donald McReynolds, President  
Association of Municipal Engineers

  
Roger N. Check, Director  
Labor Relations

**MEMORANDUM OF UNDERSTANDING**  
Between the  
**CITY OF DETROIT**  
and the  
**ASSOCIATION OF MUNICIPAL ENGINEERS**

---

**RE: Service Improvement Process (SIP) for Bargaining Unit Members**

The Work Performance Program for awarding annual pay increases within the pay range to employees in THE ASSOCIATION OF MUNICIPAL ENGINEERS as set out in the 1998-2001 Collective Bargaining Agreement was continued through the 2003 calendar year.

During the 2004 calendar year, baseline performance standards shall be established for employees in all classifications in the bargaining unit. The performance cycle shall begin on their 2004 classification anniversary date and end on the employee's classification date in 2005.

Beginning with the employee's performance evaluation classification anniversary date in 2005, any movement within the pay range ("step increments") for every classification in the bargaining unit shall be based on the evaluation of work performance that occurred during the preceding twelve (12) month performance cycle.

All performance standards and evaluation shall be in accordance with the Service Improvement Process (SIP) coordinated by the Human Resources Department.

**General Description of the SIP:** The general elements of the SIP are as follows:

- A. Employee baseline performance criteria are to be established by supervisors through a face-to-face discussion with the employee. This may include one or more performance criteria which are pre-defined in the SIP and apply to all employees in the classification. Each of the work performance criteria will be assigned an activity weighting (percentage) and the total for all criteria will equal one-hundred percent (100%).
- B. At the end of the evaluation period (12 months), the employees will meet with the supervisor and be rated by their supervisor on each of the performance criteria in accordance with the following:
- |                              |          |
|------------------------------|----------|
| ◆ Exceeds Expectations       | 3 points |
| ◆ Meets Expectations         | 2 points |
| ◆ Needs Improvement          | 1 point  |
| ◆ Unsatisfactory Performance | 0        |

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

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

<u>Summary Evaluation</u>	<u>Rating</u>	<u>Pay Increase*</u>
Exceeds Expectations	260 - 300	6%
Meets Expectations	180 - 259	5%
Needs Improvement	100 - 179	2%
Unsatisfactory	0 - 99	0

\*Not to exceed maximum for the class.

- D. Employees will be evaluated within the forty-five (45) calendar day period prior to their "anniversary" date which is the date they were first hired or promoted to the class. All pay increases resulting from the evaluation will be effective at the beginning of the next quarter.
- E. Supervisors will be held accountable for conducting timely evaluation meetings with employees and completing timely performance evaluation documents. Failure of management to conduct timely meetings or complete required documents shall result in affected employees receiving a standard five-percent (5%) pay increase retroactive to the beginning of the quarter. (In accordance with language in Section D above).
- F. All employees who disagree with some or all of the ratings they received on the performance criteria may present their reasons in writing which shall be attached to the performance evaluation form in the employee's department personnel file. Those employees who received a Summary Evaluation Rating of "Needs Improvement" or "Unsatisfactory" may submit a written appeal to the Department's Director stating why the employee believes the summary evaluation rating is erroneous or improper. The Department Director shall investigate the matter and submit a written answer to the employee. If the matter is not resolved, the employee may forward his appeal to the department's Human Resources Office and a Review Panel will be scheduled to hear the employee's appeal.

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

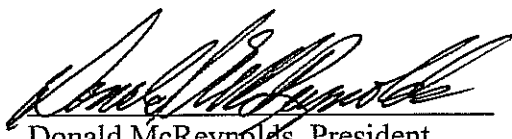
All Review Panel members are expected to objectively and fairly review the case before them. After giving both the employee and the evaluating supervisor the opportunity to present their cases, the members of the Review Panel will discuss the matter and then the Panel (excluding the chairperson) shall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

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

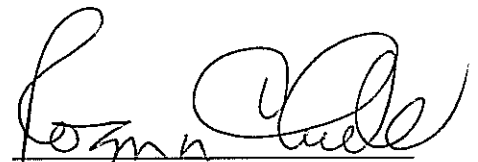
- ◆ Where an employee has more than one supervisor during the twelve (12) month evaluation period, the employee shall be evaluated by the employee's current supervisor but shall receive input from the employee's prior supervisors, and all contributing supervisors shall sign the evaluation form.
- ◆ If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

H. The Summary Evaluation Ratings and other SIP documents cannot be used as the reason to discipline employees, but may be used as evidence of notification to the employee of his/her unacceptable work performance. Moreover, Unsatisfactory or continued Needs Improvement ratings on work performance criteria indicates that performance improvement is necessary and reflects work deficiencies or unacceptable work habits on the job. Management can continue to take disciplinary action consistent with just cause and department work rules for instances of poor performance and misconduct on the job.

Dated this 3<sup>RD</sup> Day of October, 2005.



Donald McReynolds, President  
Association of Municipal Engineers



Roger N. Cheek, Director  
Labor Relations

**EXHIBIT I**  
**COMPENSATION/ REPRESENTATION SCHEDULE**  
**ASSOCIATION OF MUNICIPAL ENGINEERS**

Class Code	Classification	July 01, 2001 thru June 30, 2003		2% General Wage increase effective 7-1-2003		2% General Wage increase effective 7-1-2004	
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
16-41-41	Senior Associate Architect	\$ 52,600	\$ 63,300	\$ 53,700	\$ 64,600	\$ 54,800	\$ 65,900
13-40-40	Senior Associate Electrical Engineer - Design	\$ 52,600	\$ 63,300	\$ 53,700	\$ 64,600	\$ 54,800	\$ 65,900
12-40-42	Senior Associate Civil Engineer - Wastewater Systems	\$ 52,600	\$ 63,300	\$ 53,700	\$ 64,600	\$ 54,800	\$ 65,900
12-40-43	Senior Associate Civil Engineer - Design	\$ 52,600	\$ 63,300	\$ 53,700	\$ 64,600	\$ 54,800	\$ 65,900
12-40-47	Senior Associate Civil Engineer - Field	\$ 52,600	\$ 63,300	\$ 53,700	\$ 64,600	\$ 54,800	\$ 65,900
13-40-47	Senior Associate Electrical Engineer - Operation	\$ 52,600	\$ 63,300	\$ 53,700	\$ 64,600	\$ 54,800	\$ 65,900
13-40-42	Senior Associate Electrical Engineer - Wastewater Systems	\$ 52,600	\$ 63,300	\$ 53,700	\$ 64,600	\$ 54,800	\$ 65,900
14-40-42	Senior Associate Mechanical Engineer - Wastewater Systems	\$ 52,600	\$ 63,300	\$ 53,700	\$ 64,600	\$ 54,800	\$ 65,900
14-40-43	Senior Associate Mechanical Engineer - Design	\$ 52,600	\$ 63,300	\$ 53,700	\$ 64,600	\$ 54,800	\$ 65,900
14-40-44	Senior Associate Mechanical Engineer - Air Pollution	\$ 52,600	\$ 63,300	\$ 53,700	\$ 64,600	\$ 54,800	\$ 65,900
14-40-46	Senior Associate Mechanical Engineer - Operation	\$ 52,600	\$ 63,300	\$ 53,700	\$ 64,600	\$ 54,800	\$ 65,900
15-40-42	Senior Associate Structural Engineer - Wastewater Systems	\$ 52,600	\$ 63,300	\$ 53,700	\$ 64,600	\$ 54,800	\$ 65,900
15-40-43	Senior Associate Structural Engineer - Design	\$ 52,600	\$ 63,300	\$ 53,700	\$ 64,600	\$ 54,800	\$ 65,900
16-41-42	Senior Associate Architectural Engineer - Wastewater Systems	\$ 52,600	\$ 63,300	\$ 53,700	\$ 64,600	\$ 54,800	\$ 65,900
17-10-41	Senior Associate Chemical Engineer - Industrial Waste	\$ 52,600	\$ 63,300	\$ 53,700	\$ 64,600	\$ 54,800	\$ 65,900
17-10-42	Senior Associate Chemical Engineer - Wastewater Systems	\$ 52,600	\$ 63,300	\$ 53,700	\$ 64,600	\$ 54,800	\$ 65,900
18-40-41	Senior Associate Traffic Engineer	\$ 52,600	\$ 63,300	\$ 53,700	\$ 64,600	\$ 54,800	\$ 65,900
55-18-05	Senior Associate Civil Engineer - Design - Public Housing	\$ 52,600	\$ 63,300	\$ 53,700	\$ 64,600	\$ 54,800	\$ 65,900
55-18-08	Senior Associate Architect - Public Housing	\$ 52,600	\$ 63,300	\$ 53,700	\$ 64,600	\$ 54,800	\$ 65,900

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**  
**2001-2005 Holiday Schedule**  
**ASSOCIATION OF MUNICIPAL ENGINEERS**

<b>HOLIDAY</b>	<b>2001-2002</b>	<b>2002-2003</b>	<b>2003-2004</b>	<b>2004-2005</b>
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 (4hrs)	Friday, April 18, 2003 (4 hrs)	Friday, April 9, 2004 (4 hrs)	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