

MASTER AGREEMENT

BETWEEN THE

CITY OF DETROIT

AND THE

I.U.O.E LOCAL 547 - E CHARTER
International Union of Operating Engineers
(Emergency Mobile Medical Technicians & Trainees Association)

E.M.M.T.T.A.

2001 - 2005

2001-2005 Master Agreement
International Union of Operating Engineers Local 547 - E Charter

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AGREEMENT

This Agreement is entered into between the City of Detroit, a Municipal Corporation, (hereinafter referred to as the EMPLOYER or the CITY) and the International Union of Operating Engineers, Local 547-E Charter (hereinafter referred to as the UNION).

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

1. 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 Union, and the citizens of the City of Detroit.
- B. The parties recognize that the interests of the community and City 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 Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.
- D. Both parties re-affirm by this Agreement their commitment not to discriminate against any person or persons because of race, color, creed, national origin, age, political orientation, sex, sexual orientation, marital status, or disability in accordance with applicable state and federal laws.

2. RECOGNITION

The City of Detroit hereby recognizes the International Union of Operating Engineers, Local 547 - E Charter as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965 of the State of Michigan, consisting of all employees within the classifications of Paramedic, Emergency Medical Technician Specialist, Emergency Medical Technician, and Emergency Medical Technician Trainee in the Detroit Fire Department.

3. MANAGEMENT RIGHTS

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

- B. Except as specifically set forth in this Agreement, the City retains the sole and exclusive right to manage its business, including the right to decide the number and organization of departments and divisions, to decide the number of employees, to decide the type of machines and other equipment, the kinds and numbers of services, to maintain order and efficiency in its departments and divisions, including all its operations and activities, to establish over-all operating policies and procedures, to direct its working force of employees, to determine the type and scope of services to be furnished and the nature of the facilities to be operated and to establish schedules of operation and to determine the methods, procedures, and means of providing services; to discontinue any department, division or operation if in the sole judgement of the City, it is deemed necessary or believed advisable to do so; to introduce new or improved working methods or facilities.
- C. The City, in addition to the rights set forth in Section B, above, shall have the right to hire, suspend, discipline, discharge for cause, promote, demote, schedule, assign, transfer, layoff, recall or relieve employees from duty for other legitimate reasons and to maintain discipline and efficiency among employees; to establish work rules and rules of conduct; to fix and determine the penalties for the violation of such rules, provided they do not conflict with the terms of this Agreement. The Union shall have the right to grieve on the interpretation and application of these provisions.
- D. 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 without limitation within the rights of the City.
- E. The right of contracting and sub-contracting is vested in the City. The right to contract or sub-contract shall not be used for the purpose or intention of layoffs of any member of the bargaining unit nor for the purposes or intention of undermining the Union, or to discriminate against any of its members.

4. UNION RESPONSIBILITIES

The Union, and the members of the bargaining unit under this Agreement, will not engage in nor encourage any strike, sit-down, stay-in, or slow-down. In the event of such work interference, the Union shall instruct the employee(s) involved that their activities are in violation of the contract, and that they may be disciplined including discharge.

The City shall have the right to discipline or discharge any employee participating in such interference, and the Union agrees not to oppose such action when properly taken. It is understood, however, that the Union shall have recourse to the grievance procedure as to matters of fact in the alleged actions of such employees.

5. UNION SECURITY

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

- B. The City agrees to deduct from the wages of an employee, who is a member of the Union, all Union membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the City provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Finance Department and to the Union.
- C. Any person employed with the City and covered by this Agreement, who is not a member of the Union and who does not make application for membership within ninety (90) calendar days from the effective date of this Agreement or from the date he/she first becomes a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Union a service fee as a contribution towards the administration of this Agreement. Employees who fail to comply with this requirement shall be discharged within thirty (30) work days after receipt of written notice by the Fire Department from the Union unless otherwise notified by the Union in writing within said thirty (30) work days and provided that the Union shall release the Department from fulfilling the obligation to discharge if during such 30-day period the employee pays the membership dues or service fee retroactive to the due date and confirms his/her intention to pay the required membership dues or service fee in accordance with this Agreement.
- D. The City agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Union, all Union service fees uniformly required as provided in a written authorization in accordance with the standard form used by the City, provided that the said form shall be executed by the employee. The written authorization for Union service fee deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Finance Department and to the Union.
- E. All Union membership dues and service fees will be authorized, levied, and certified in accordance with the by-laws of the Union. Each employee and the Union hereby authorizes the City to rely upon and to honor certifications by the Treasurer of the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and service fees, which dues and service fees shall be sent reasonably promptly to the Treasurer of the Union. The Treasurer of the Union shall not request the City to change the amounts so deducted more often than four times each City fiscal year.
- F. The Union shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Union, the City and its officers and employees shall be released from all liability to the employee-assignors, and to the Union under such assignments (Chapter 13, Article 4, Section 4 of the Municipal Code of the City of Detroit).
- G. The Union shall refund to employees, dues and service fees erroneously deducted by the City and paid to the Union. The City may offset any amount erroneously or improperly deducted and paid to the Union from any subsequent remittance to the Union.

- H. The Union agrees to save and hold harmless the City from any damages or other financial loss which the City may be required to pay or suffer as a consequence of enforcing the above provisions.

6. STEWARDS AND BASIS OF REPRESENTATION

- A. On each shift, the employees shall be represented by two (2) Stewards. Work locations and details for stewards and extra personnel shall be mutually agreed to by the Business Representative or, if designated, EMMTTA Representative and the Superintendent of the E.M.S. Division. Work locations with a steward will have a roster assignment of three (3) persons.
- B. The Business Representative or, if designated, EMMTTA Representative will notify the department, in writing, of the names of the Union Stewards thirty (30) work days prior to each shift change.
- C. Stewards, without loss of pay and during their normal working hours, may investigate and present grievances, all in accordance with their proper place in the grievance procedure. Arrangements for their release shall be made by the shift supervisor without undue delay.

Release of a steward under this section shall not result in the payment of overtime or the closing of a unit except in situations needing immediate attention.
- D. A copy of each bulletin will be made available to the Union.
- E. A copy of photographs of departmental functions involving the Emergency Medical Service will be made available to the Union upon request.
- F. The Union officers may be permitted to discuss Union business with employees during their duty hours, provided such discussions shall not interfere with the performance of the employee's duties. Upon granting of this privilege, there shall be no abuse thereof.

7. GRIEVANCE PROCEDURE

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

- A. Every employee of the bargaining unit shall have the right to grieve in accordance with the procedure provided herein.
- B. The informal resolution of grievances is urged and encouraged at all levels.
- C. The Union and its members recognize and acknowledge their duty to fully cooperate with the Department during all phases of any investigation. During an investigatory interview, employees shall have the right to request union representation, if the employee reasonably believes that his/her statements will result in disciplinary action. This right shall not apply

to situations where supervision calls meetings to provide routine instruction, training, or corrective work techniques.

In all cases when a supervisor has reason to believe that an employee has committed acts warranting discipline and contemplates issuance of disciplinary action, the supervisor shall inform the employee and allows the employee the opportunity to have union representation. Exceptions to this procedure would be in situations where the suspended or discharged employee is absent without leave, or the parties agree that such discussion would not be beneficial at this time.

D. Grievances shall be processed according to the following procedures:

Step 1 (a) An employee who believes that any provision of this Agreement has not been properly applied or interpreted may discuss his/her complaint with his/her immediate superior, with or without the presence of his/her Union representative. The parties shall discuss the complaint in a friendly manner and shall make every effort to reach a satisfactory settlement at this point. The employee shall have the right to discuss the complaint with his/her Union Steward before any discussion takes place with the superior. The superior shall make arrangements for the employee to be off his/her job for a reasonable period of time in order to discuss the grievance with the Steward.

Step 1 (b) If the matter is not satisfactorily settled, a grievance may be submitted in written form by the Steward to the immediate superior. The written grievance shall set forth the nature of the grievance, the date of the matter complained of, the names of the employee or employees involved, and the provisions of this Agreement that the grievant claims have been violated. The grievance will be signed by the grieving employee. The superior's written answer shall be presented to the Steward within five (5) working days after receipt of the written grievance. Acceptance or rejection of the superior's answer will be written on the grievance form by the Steward. Grievances that are not appealed in writing to the second step within ten (10) calendar days of this answer shall be considered settled on the basis of this answer.

Step 2 If the grievance is not satisfactorily adjusted at Step 1 (b), it shall be referred by the Steward to the Business Representative or, if designated, EMMTTA Representative, who may appeal such grievance to the Superintendent of Emergency Medical Services. The Superintendent or his/her designated representative shall make arrangements, within five (5) working days after receipt of the grievance, to discuss the grievance with the Steward and the Business Representative or, if designated, EMMTTA Representative, and render a written answer within five (5) working days of the meeting. Grievances not appealed in writing to the third step within ten (10) calendar days of this answer shall be considered settled on the basis of this answer.

Step 3 If the grievance is not satisfactorily settled at Step 2, it shall be appealed by the Business Representative or, if designated, EMMTTA Representative to the Fire Commissioner or his/her designated representative who shall make arrangements within five (5) working days after receipt of the grievance, to discuss the grievance with the Steward and the Business Representative or, if designated, EMMTTA Representative. In cases of suspension or discharge, the grievant may attend the third step hearing. The Fire

Commissioner or designated representative shall render a decision, in writing, within ten (10) working days of the meeting.

Step 4 If the grievance is not satisfactorily settled at Step 3, it shall be appealed by the Business Representative or, if designated, EMMTTA Representative to the Appeal and Review Board by submitting the appeal in writing to the Labor Relations Director within fourteen (14) calendar days of the decision rendered at Step 3. Within fourteen (14) calendar days of receipt of the appeal, the Appeal and Review Board, consisting of at least two (2), but not more than four (4) representatives of the Union and at least two (2) but not more than four (4) representatives of the City, shall be convened to discuss the grievance. The Labor Relations Director shall render his/her decision regarding the grievance within fourteen (14) calendar days of the meeting.

Step 5 Any unresolved grievance which relates to the interpretation, application, or enforcement of a provision of this Agreement and which has been fully processed through the last step of the grievance procedure may be submitted to arbitration by either party in strict accordance with the following:

1. Arbitration shall be invoked by written notice to the other party of intent to arbitrate. If the parties are unable to agree upon an Arbitrator within fifteen (15) working days of such notice, the City will secure a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties will then meet and mutually agree upon an Arbitrator from the list.
2. The Arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provisions of this Agreement and he/she shall be without power or authority to make any decision:
 - a. Contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement.
 - b. Granting any wage increases.
 - c. Granting any right or relief for any kind of time whatsoever prior to the execution date of this Agreement.
 - d. Concerning the discipline or discharges of employees for engaging in a strike, slowdown or stoppage of work if the employee exercises his/her right under Section 6 of Act 336 of the Public Acts of 1947, as amended or if the discipline or discharge of an employee has been appealed to the Mayor pursuant to the provisions of the Detroit City Charter or applicable state law.
 - e. Relative to position classification, whether permanent or temporary. The parties recognize this is within the sole jurisdiction of the Human Resources Department.
3. The Arbitrator shall have no authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions which by State law or City Charter the City cannot delegate, alienate or relinquish.

4. The right of either party to demand arbitration over an unadjusted grievance is limited to a period of forty-five (45) calendar days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration and any grievance not submitted within such period shall be deemed settled on the basis of the last answer by the party against which the grievance is brought. No settlement at any stage of the grievance procedure shall be a precedent in any arbitration and shall not be admissible in evidence in any arbitration proceeding.
 5. The decision of the Arbitrator in a case shall not require a retroactive wage adjustment in another case.
 6. The Arbitrator's decision shall be final and binding on the Union, all employees covered by this Agreement, and on the City. But the City or the Union may challenge the award if it was not made in accordance with the Arbitrator's jurisdiction and authority under this Agreement.
 7. In the event a case is appealed to an Arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.
 8. The expenses of the Arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. Pay for lost time for any City employees other than the aggrieved shall not apply to their participation in arbitration cases.
 9. Except as specifically provided, the parties understand and agree that in making this contract they have resolved for its term all bargaining issues which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this contract and which are not excluded from arbitration.
- E. Grievances affecting a large number of employees shall be treated as policy grievances and entered at the third step of the grievance procedure by the Union. Policy grievances shall be only submitted by the Business Representative or, if designated, EMMTTA Representative.
- F. Grievances shall be filed within ten (10) calendar days of the event, occurrence, knowledge, or receipt of notice of the situation giving rise to the grievance. Any grievance under this Agreement which is not filed in writing within ten (10) calendar days after the grievance arises shall not be considered a grievance.
- G. 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, Aid to Dependent Children, and the following: Long Term Disability Insurance, Sickness and Accident Insurance and Automobile Accident Income Replacement Insurance if City funded. Where appropriate,

the City shall reimburse those agencies and insurance funds so as to not affect the employee's equity therein.

In instances wherein the subject matter of the grievance lies within the jurisdiction of specific City agencies, i.e., payroll, etc., the grievance steps may be shortened or eliminated to bring the grievance to the Agency's immediate attention.

No claims for back wages shall exceed the amount of wages which the employee would otherwise have earned.

- H. A Union Steward shall not leave his/her assignment to investigate a grievance without his/her supervisor's permission. In no instance will a Steward leave his/her assignment without being replaced.
- I. "Working Days," or "Work Days" as used in this Grievance Procedure, shall include Monday through Friday and exclude Saturdays, Sundays, and Holidays.
- J. The time elements in the first three steps of the grievance procedure may be shortened or extended, or steps may be eliminated by mutual agreement. If a grievance is not scheduled or answered by management within the prescribed time limits, the Union shall move the grievance to the next step of the grievance procedure. The appeal will be considered timely if filed at the next step within forty-five (45) calendar days of the date that management was required to answer. However, if management submits a written answer subsequent to the date when the answer was due, the limits on appealing to the next step shall apply beginning as of the date of the answer. Grievances appealed to the next step of the procedure shall be scheduled and answered within the prescribed time limits.
- K. If the Union requests information regarding a grievance from an aggrieved employee's personnel file, such information will be made available to the Union. However, if such information is of such a nature that its release could be damaging to the employee and a suit for damages could be brought against the City, the Employer may request that the Union present written authorization from the employee to release such information. The parties agree that exchanging information regarding a grievance is beneficial to both parties in attempting to resolve the grievance. ~~The Union shall be advised of the factors considered in the imposition of discipline and shall have the right to request copies of available written documents or statements pertaining thereto. Likewise, management shall be advised of the basis of the grievance and have the right to request copies of available written information or statements pertaining thereto and which the Union proposes to present in support of the grievance. It is agreed that any information requested in accordance with the above provisions which is not made available to either party shall not be admissible as evidence in any grievance or arbitration hearing.~~
- L. All settlement agreements and last chance agreements at any step of the grievance procedure must be signed by representatives of the Labor Relations Division.

8. DISCHARGE OR SUSPENSION

- A. **Notice of Discharge or Suspension:** The Employer agrees, upon the discharge or suspension of any employee, to notify, within forty-eight (48) hours, in writing, the employee and the Steward or the designated Union Representative in the district of the discharge or suspension and to promptly send a copy to the Business Representative or, if designated, EMMTTA Representative.
- B. **Appeal of Discharge or Suspension:** Should the Union consider the discharge or suspension to be improper, the Business Representative or, if designated, EMMTTA Representative may submit a written grievance to the Department Head which shall be submitted within ten (10) calendar days of the notice of the discharge or suspension. The grievance shall be processed in accordance with Step 3 of the grievance procedure.
- C. **Use of Past Record:** In imposing any discipline on a current charge, the Employer will not take into account any infraction which occurred more than twenty-four (24) months previously.
- D. **Member's Rights - Disciplinary Procedures:** Employees shall have due process in accordance with the grievance procedure and the Rules of the Detroit Fire Department.

NOTE: It shall be the responsibility of the grievant to keep the Union 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 for important matters will be arranged between the Business Representative or, if designated, the EMMTTA Representative and the Superintendent of Emergency Medical Service or his/her designated representative upon the request of either party. Such meetings shall be between at least two (2), and not more than three (3) representatives of the City, and at least two (2), and not more than three (3) representatives of the Union.
- B. Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the Conference is requested.
- C. The Business Representative or, if designated, EMMTTA Representative may meet at a place designated by the City on the City's property for not more than one (1) hour immediately preceding a meeting with the representatives of the City for which a written request has been made.
- D. The Employer will submit to the Union a written position statement on the matters taken up in Special Conference that were mutually agreed upon by the parties before the Conference adjourns.

10. SAFETY

- A. The Employer agrees that he/she will not knowingly assign any employee to operate any unsafe medical unit vehicle. It shall be the responsibility of the employee involved to report any unsafe equipment. When equipment defects that would be hazardous to the safe operation of the medical unit vehicle are reported to the supervisor and concurred by him/her, the equipment will not be assigned until released by the Apparatus Division supervisor.
- B. In cases of dispute between an employee and his/her immediate supervisor over the safety of a medical unit vehicle the employee may request the supervisor to contact the Superintendent or Assistant Superintendent of Emergency Medical Service. The Supervisor shall contact the Superintendent or Assistant Superintendent whose decision shall be final and binding, subject to the right of the employee to file a grievance.
- C. The City shall provide reasonably safe and adequate work facilities.
- D. Matters governing employee safety shall be in accordance with Fire Department Rules.
- E. Safety Committee - Within thirty (30) work days of the effective date of this Agreement, the Business Representative, or if designated, the EMMTTA Representative and the Superintendent of Emergency Medical Service shall each appoint two persons to serve on the Emergency Medical Service Division Safety Committee. Each party shall notify the other promptly of any changes in its representatives on the Safety Committee.

It shall be the responsibility of the Safety Committee to investigate alleged unsafe working conditions or equipment, matters affecting the safety of patients, or such other matters concerning safety that may be referred to it by the Business Representative, or if designated, the EMMTTA Representative or the Superintendent of the Emergency Medical Service and to submit whatever reports, findings, or recommendations it deems appropriate to the Business Representative, or if designated, the EMMTTA Representative and the Superintendent of the Emergency Medical Service who will add his/her comments and forward the above to the Fire Commissioner. The Safety Committee shall meet at least once every six (6) weeks and conduct its investigations while on duty to the extent permitted by the Superintendent of Emergency Medical Service in accordance with the best interests of the Division. Recommendations made by the safety committee to the Superintendent of the Emergency Medical Service will be answered, in writing, by the Superintendent within thirty (30) days.

11. HOLIDAYS, SWING HOLIDAYS & EXCUSED TIME

For purposes of Articles 11, 12, and 13 the following definition shall apply:

Work Unit: A work unit is four (4) hours, or a portion thereof, of scheduled work time. A normal work shift of twelve (12) hours shall comprise three (3) complete "work units". A normal work shift of eight hours and 24 minutes (8/24) shall comprise 2.1 "work units".

A. Holidays

1. Employees shall be entitled to the following holidays: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, and Election Day as designated by the City Council, or an additional swing holiday in lieu of an Election Day.
2. An employee shall be eligible for holiday benefits provided he/she shall have received at least the normal pay for one full work shift exclusive of overtime in the calendar week prior to, during, or after the holiday; provided the employee continues on the payroll through the holiday in question and would otherwise be qualified for the holiday.
3. An employee shall be considered off the active payroll for the purpose of this article if he/she is discharged, resigns, is on a formal leave of absence granted by the Human Resources Department, is suspended, is laid off, is on workers' compensation or is engaged in an illegal work stoppage. If an employee is regularly scheduled to work on the holiday and does work on the holiday, he/she shall receive his/her normal pay plus two hundred percent (200%) of his/her hourly rate for all hours actually worked on the holiday.
4. If an employee is regularly scheduled to work on the holiday and does not work on the holiday for any just cause or excused absence, he/she shall receive his/her normal pay for the holiday provided that if he/she is working a twelve (12) hour shift his/her sick leave bank or his/her accumulated time off bank, whichever is appropriate, is charged with one work unit. The other two paid work units of his/her unworked scheduled shift are his/her holiday benefit.
5. If an employee is regularly scheduled to work on the holiday and is absent without just cause, he/she shall not receive pay or benefits for the holiday.
6. If an employee is not regularly scheduled to work on the holiday and does not work, he/she shall receive two work units of time off for the holiday. The department head shall have the option of crediting these two work units to the employee's accumulated time off bank or paying for them in cash at the employee's straight-time hourly rate.
7. If an employee is not regularly scheduled to work on the holiday and does work on the holiday, he/she shall receive his/her normal pay plus two hundred percent (200%) of his/her hourly rate for all hours actually worked on the holiday.

B. Swing Holidays

1. Employees shall be entitled to two (2) 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.
2. In those years in which the City Council designates an additional swing holiday in lieu of Election Day, employees covered by this Agreement shall also be entitled to such swing holiday.

3. A swing holiday shall consist of two (2) work units of time off to be credited to the employee's accumulated time off bank.

C. **Excused Time**

1. Employees shall be granted two (2) work units of time off on Good Friday effective on the Good Friday following the execution of this Agreement, two (2) work units of time off on Christmas Eve and two (2) work units of time off on New Year's Eve, provided they are on the payroll through the day in question. Employees will forfeit the above excused time benefits if they are absent on the day in question without good cause. All such excused time off shall be credited to the employee's accumulated time off bank.
2. Employees who are scheduled to work on any of the above Excused Time days and who do not work due to absence properly charged to sick leave shall have their absence charged first to the Excused Time due them on that day and the remaining portion of the unworked scheduled normal work shift charged to sick leave.

12. VACATION

- A. Employees discharged for cause, those who separate themselves from service without leave or in bad standing and those who fail upon separation to give sufficient notice shall not, in the discretion of the department head, be covered by this section. Employees excluded by this paragraph may be eligible for vacation privileges, according to this section, upon recommendation of the department head, with the approval of the City Finance Director, when, in their considered judgement, the circumstances warrant such action.
- B. Subject to the conditions and limitations contained in this section, all employees covered by this Agreement, except those specifically excluded by this section shall be eligible for vacation, based on years of service with the City, as follows:

<u>Length of Service</u>	<u>Amount of Vacation</u>
0 - 6 months	No vacation
6 months	10 work units
1 year	Additional 21.5 work units
2 through 9 years	31.5 work units
10 through 12 years	34 work units
13 years	36 work units
14 years	38 work units
15 years or more	42 work units

All vacation granted under the terms of this section shall be credited to the employee's accumulated time off bank.

- C. 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 eight hundred (800) 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 ten (10) work units of vacation. 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 twenty-one and one-half (21.5) additional work units of vacation leave. In order that an employee's vacation time may be computed on a fiscal year basis, on the July 1 following his/her first year anniversary date of employment, the employee will be entitled to a prorated vacation leave determined by the number of whole months from the employee's anniversary date of employment to the end of the fiscal year as applied to the table below. A whole month for this purpose is a calendar month in which the employee has been paid for not less than one hundred and fifty-six (156) straight time regular payroll hours.

<u>Number of Whole Months</u>	<u>Number of Work Units of Vacation</u>
1	2.5
2	5.0
3	8.0
4	10.5
5	13.0
6	15.5
7	18.5
8	21.0
9	23.5
10	26.0
11	29.0

Thereafter, the employee's vacation shall be computed on a fiscal year basis.

- D. After employees are placed on a fiscal year basis, and after sixteen hundred (1600) hours exclusive of overtime are worked in a fiscal year, employees will be entitled to 100% of their next July 1 vacation.
- E. Employees who fail to accumulate the required sixteen hundred (1600) hours, those who die, and those who are separated from the service, either temporarily or permanently, so that it is apparent at the time of separation that they will not accumulate sixteen hundred (1600) hours of paid time, shall be entitled to vacation leave before such separation computed as follows: 8.3% 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 fifty-six (156) straight time regular payroll hours, excluding overtime, and then rounded to the nearest whole number of work units.

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 pro-rated vacation leave, computed by determining the number of whole months as defined in paragraph "C" above from the employee's anniversary date of employment to the date of separation and applying that number to the table contained in paragraph "C" above.

- F. **Broken Service:** For the purpose of qualifying as above stated, employees experiencing broken service may accumulate any prior normal paid time within the two year period immediately preceding their return to the payroll; provided, that no such service shall be accumulated when it precedes resignation or discharge.

- G. **Rehired Employees:** All employees who are rehired after resignation or discharge for cause shall enter the service as new employees insofar as vacation privileges are concerned.
- H. **Bonus Vacation:** Employees eligible under the provisions of this section shall be eligible for additional work units of vacation leave, without deduction of pay, based upon their accumulated sick leave as follows:

Employees who on any July 1 date have accumulated a combined total of one hundred (100) or more work units of unused sick leave in both their current and reserve sick leave banks shall be entitled to additional vacation time as hereinafter provided.

Such additional leave time shall be equal to one-half the difference between the amount of current sick leave credited and the amount of sick leave used during the fiscal year immediately preceding any July 1 date, regardless of how same was charged on the record; provided, that charges made to supplement income of employees on workers' compensation and charges for time lost on duty-connected injury shall not be construed as time used when computing the above vacation credit, nor shall it, for the same purpose only, be deducted from the required total of one hundred (100) work units of sick leave; and provided further, that such additional vacation leave shall not exceed ten (10) work units in any one fiscal year, and the same shall not be computed in amounts of less than whole work units; and provided further, that such additional leave time shall not be charged against employees' sick leave credits.

- I. **Time of Taking Vacation:** The time for taking vacation leaves shall lie in the discretion of the department head, subject to the provisions of Section J below, who shall be guided by the interests of public service; provided, that no employee may liquidate consecutively more than fifty-one (51) work units of vacation time, except by approval of the City Finance Director. If an employee becomes ill while on his/her vacation or prior to it, his/her vacation shall be rescheduled after proof of such illness and his/her sick leave charged accordingly.

Employees who are on extended sick leave of one (1) month or more on any October 1 date, may, upon prior written application to the department head and the City Finance Director, be entitled to a lump-sum payment in lieu of time off for all vacation leave earned but not liquidated during the preceding fiscal year.

- J. **Time of Taking Vacations and Other Time Off:**
1. The Department shall determine and post by April 1 of each year the vacation allocation schedule for the forthcoming year that begins on July 1. The total vacation allotment so posted shall be sufficiently large so as to provide each employee the opportunity to liquidate the amount of time off the employee has earned within that fiscal year.
 2. On April 15, each employee shall submit his or her vacation request for the forthcoming year. Requests submitted between April 1 and April 14 will be re-dated as if they were received on April 15. Requests will be granted, consistent with the

posted allotment, on a first-come, first-served basis with the provision that requests submitted on the same date will be considered tied. DIVISIONAL seniority, defined as length of continuous service with the EMS Division, will be used as the tie breaker in granting vacation requests. Adjustments to assigned vacation periods will be allowed subject to vacancies in the allotment schedule and proper notification.

3. **Vacation Request Shall List First, Second, And Third Preferences:** Those employees who have sixty-three (63) or more work units in their general leave bank who fail to secure 3 weeks vacation by November 1, shall be assigned a vacation not to exceed three (3) weeks. Adjustments to assigned vacation periods will be allowed subject to vacancies in the allotment schedule and written notification.
- K. **Accumulated Time Off:** Time off credits, no matter how earned, shall not be allowed to accumulate on any October 1 date in amounts exceeding one hundred (100) work units.
- L. **Deceased Employees:** Upon the death of any employee, payment for any unused time off credits shall be made at the rate in effect when his/her name last appears on the payroll.

13. SICK LEAVE

- A. **Current Sick Leave:** All full-time regular service employees who have completed three (3) months of continuous service shall be granted sick leave with full pay of eight and one-half (8 1/2) hours for each period of service equal to the departmental service month. Such eight and one-half (8 1/2) hours sick days shall accrue monthly and shall be computed on the basis of not less than one hundred and twenty (120) straight regular payroll hours per month. Such time shall first be computed from the date of appointment and thereafter from the beginning of each fiscal year. Current sick leave shall accrue in terms of eight and one-half (8 1/2) hour units, and shall not exceed one hundred and two (102) hours in any one fiscal year. Those employees failing to work at least one hundred and twenty (120) straight time regular payroll hours in each month of the fiscal year may be entitled to sick leave at their regular rate of pay on the basis of eight and one-half (8 1/2) hours of sick leave for each period equivalent to one hundred and sixty-eight (168) straight time regular payroll hours. ~~Sick leave as above provided shall accrue from date of appointment but only after the employee shall have become eligible for sick leave according to the provisions of this article.~~ An unlimited number of hours of current sick leave may be accumulated in the employee's current sick leave bank.
- B. Sick leave or excused absences chargeable to sick leave according to the provisions of this section shall first be deducted from the current sick leave bank provided for under paragraph "A" of this section.
- C. **Reserve Sick Leave:** Additional sick leave of five (5) eight and one-half (8 1/2) hour sick days shall be granted for each full year of service. This time shall be credited on July 1 to all employees on the payroll on that date provided they shall have been on the payroll for one (1) calendar year and shall have been paid for sixteen hundred (1600), hours exclusive of overtime, in the previous fiscal year. Such sick leave shall be granted on the

basis of length of service free from any interruptions; provided, that death or termination of service ends rights to reserve sick leave and that continuous absences in excess of four (4) years shall be deemed to terminate any rights accruing under the provisions of this section. It is the intent of this section to provide a reserve based upon length of service in addition to, but not a part of, current sick leave as otherwise provided in this section. The reserve sick leave bank may be used only after the employee's current sick leave bank is exhausted and only for purposes described elsewhere in this section. Reserve sick leave earned on or after July 1, 1971, may be accumulated without limit.

- D. Sick leave may not be granted in anticipation of future service.
- E. **"Sick Leave" defined:** The term "sick leave" shall be construed to be absence due to illness or off-duty injury and shall also include absence due to exposure to contagious disease and attendance upon immediate members of the family within the household of the employee; provided that such absence for attendance upon immediate members of the family shall not exceed two (2) normally scheduled work shifts.
- F. **"Immediate Family" defined:** The term "immediate family" shall be construed to include husband, wife, children, father, mother, brothers and sisters and also relatives living in the same household, no matter what the degree of relationship.
- G. **Employee to notify supervisor:** An employee's absence for any reason which may be charged to his/her sick leave where permission has not already been granted must notify Emergency Medical Services Dispatch at least one (1) hour prior to starting time. Failure of the employee to give proper notice may be used by the department head as a just reason for the refusal of sick leave with pay.
- H. **Medical Certificate:** Evidence of illness must be provided by medical certificate or other suitable proof for all sick leave granted beyond six (6) consecutive work units; provided, that the granting of sick leave for not more than six (6) work units without the necessity of evidence shall be discretionary with the department head, and all excuses for absences shall be subject to such verification as the department head may see fit to require including examination by a physician selected by the department head.
- I. **Other charges against sick leave:** Absences for the purpose of taking City examinations, except non-competitive promotion examinations, attending a wedding of an immediate member of the family, consulting the draft board and other justifiable absences, in the judgement of the department head, shall be considered proper charges against the current sick leave bank; provided, that where possible, permission for such absence must be secured from the department head; provided, that the department head may permit such absences with pay to the extent of ten (10) work units in any one fiscal year.
- J. **Accrual During Service:** Absence shall not interrupt the accrual of sick leave where the employee's name appears on the payroll and he/she is actually receiving compensation; provided, that absences without pay, except for employees receiving workers' compensation, shall stop the accrual of sick leave; provided further, that upon his/her return in good standing, the employee may be granted all sick leave accrued on the basis

of his/her prior service; provided further, that any employee returning from any branch of the armed service, whether or not he/she may have resigned to enter such service, shall be granted all sick leave accrued on the basis of his/her prior service, including service in the armed forces; provided, that the accrual of sick leave granted on the basis of length of service, as provided in paragraph "C" of this section, shall not be affected by these provisions.

- K. **Workers' Compensation:** 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 accumulated sick leave; provided, that in the absence of any such accumulation, 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 fourteen (14) work units of scheduled work time; provided also, that where the employee has accumulated sick leave in his/her banks and receives income under the Workers' Compensation Act, such income shall be supplemented by the City with an amount sufficient to maintain his/her regular salary or wage for a period not to exceed that of his/her accumulated sick leave, and such accumulated sick leave banks shall be charged for all sick leave work units or portions thereof paid to such employee.
- L. **Termination of Service Upon Death:** Payment for accumulated unused sick leave in the employee's current sick bank shall be paid at 50% of current rate of pay to the employee's beneficiary or estate, upon the death of the employee, provided that in the case of a non-duty related death, such payment of accumulated current sick bank shall be limited to seven hundred and twenty (720) hours.
- M. Sick leave shall not be charged against the employee's sick leave banks in amounts of less than whole work units; except for employees assigned to an eight hour twenty-four (8/24) minute shift; provided, that this rule shall not be construed to excuse absences of less than whole work units.
- N. **Unused Sick Leave on Retirement**
1. Effective July 1, 2003, upon retirement, an employee shall be entitled to a payment of sixty percent (60 %) of their unused sick leave.
 2. All the above shall otherwise be in accordance with the City Council Resolution of November 8, 1961, J.C.C. p. 2292 as amended.
 3. The payments will be made as part of the Employee's Pension Program, or the Employee's Benefit Plan, or through the Finance Department.

14. LEAVES OF ABSENCE

- A. **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, which detailed how the provisions of the FMLA would be implemented in City service. The Policy was reissued on April 21, 1998, and 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 (12) month period is the fiscal year. Questions concerning leaves for FMLA purposes should be referred to the employee's Human Resources representative.

- B. **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.

15. 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.

- B. **SENIORITY LIST:** The City will furnish upon request to the Union once a year, a seniority list showing each employee's name, address, department, classification, pension number, social security number, and total City seniority date. This information shall be organized in a format mutually agreeable to the Union and the City.

- C. **LOSS OF SENIORITY:** An employee shall lose his/her seniority for the following reasons only:

1. 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. **CONTINUOUS SERVICE:** shall mean employment by the City of Detroit without interruption or breaks. The following shall not be considered breaks in service:

NOTE: Seniority is not the same as "service time" as utilized for the various economic benefit provisions.

1. Service in the Armed Forces of the United States up to four (4) years, or five (5) years if requested by the Government as provided under federal law.
2. Absence from work due to injuries compensated for under the Workers' Compensation Act of the State of Michigan.
3. Duty-disability retirement.
4. Appointment or election to an exempt non-classified position of the City of Detroit.
5. Layoff as a result of a reduction in force for a period not exceeding four (4) years.
6. Leave of absence to serve in a qualifying employee labor organization for the term of said employment.
7. Leaves of absence for Peace Corps service up to two (2) years.
8. Other approved leaves of absence for a period not exceeding one (1) year.
9. Non-duty disability retirement for a period not exceeding one (1) year.

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

16. BULLETIN BOARDS

The City will furnish, for the use of the Union, space for a bulletin board at each location where bargaining unit members are assigned. The bulletin boards shall not contain anything of a political or libelous nature.

17. DEPARTMENT FILES

- A. All personnel records which include home address, phone numbers and pictures of members shall be kept confidential and never released to any person other than officials of the City.
- B. A member shall have the right to inspect his or her official personnel records wherever kept, twice a year or more often, upon good cause shown.

- C. Inspection of personnel records shall be during regular business hours of the respective repository and be conducted under supervision of the department. Said member shall have the right to make duplicate copies for his/her own use. No records, reports, investigation, evaluations or similar data belonging in the Personnel File or Medical File shall be hidden from a member's inspection.
- D. A member shall have the right to include in his/her personnel record and in any other file kept by the department, a written refutation of any material he/she considers to be detrimental and request its removal.

18. EXCHANGE OF DUTY DAYS

A. DUTY DAY EXCHANGES:

The City will allow members of the bargaining unit of equal classification to trade a reasonable number of duty days regardless of the pay period in which they might fall provided the criteria listed below are met:

1. A written request form must be presented to the Superintendent of the Emergency Medical Service at least four (4) calendar days prior to the first trading day. The request must state the days to be traded and be signed by both employees.
2. Approval of the request by the Superintendent (per criteria set forth in this Article) will have the effect of changing the work schedules of the employees involved. The employees must work on the dates which they agreed to in the trade.
3. Time worked as a result of a trade shall not be considered as overtime, unless the employee works in excess of the normal work day.
4. If at any time during the term of this Agreement the City is required to pay overtime, other than the daily overtime referred to in "C", above, because of the exchange of duty days, this article becomes null and void in its entirety.

B. CT - TIME EXCHANGES:

A Union member in lieu of working for his/her exchange may elect to repay the other member with an equivalent amount of CT Time transferred to the member's time-off bank. CT Time Exchange for each member will not exceed four (4) days in each Fiscal Year. Furthermore, it is understood that this practice will only be followed to the extent it is consistent with other pay practices. In the event this practice is later deemed in violation of the preceding sentence, the Parties agree to convene for the purpose of agreeing to an acceptable substitute practice.

CT Time Exchanges shall only be allowed between employees who are at the same pay classification. The member offering the CT Time repayment shall ascertain that he/she has adequate CT time to exchange. Should a member knowingly enter into an exchange of CT time with insufficient time, he/she shall be subject to disciplinary action.

NOTE: The Union agrees to save and hold harmless the City from any damages or other financial loss, which may result as a consequence of enforcing the above provisions.

19. MEDICAL REVIEW BOARD

The Business Representative, or if designated, the EMMTTA Representative and the Superintendent of Emergency Medical Service shall each appoint two (2) representatives to serve on the Emergency Medical Service Division Medical Review Board. Each party shall notify the other promptly of any changes in its representatives on the Medical Review Board.

The Medical Review Board shall meet on mutually agreed upon dates.

It shall be the responsibility of the Medical Review Board to investigate complaints regarding patient care and to make recommendations to the Superintendent regarding patient care.

For Medical Review Board members who are required to appear while on leave, compensation shall be limited to four (4) hours pay.

20. PAYROLL WORK PERIOD

The standard payroll work period shall begin at 12:01 a.m., Monday, and end two weeks later at midnight Sunday. It shall consist of ten (10) regularly scheduled eight hour and twenty-four minute (8/24) work shifts and four (4) off days or seven (7) regularly scheduled twelve (12) hour work shifts and seven (7) off days.

For payroll purposes, ten (10) regular shifts of eight hours and twenty-four minutes (8/24) or seven (7) regular shifts of twelve (12) hours each in one payroll period shall be paid as eighty (80) straight time hours and four (4) hours at time and one-half.

21. SERVICE DAY

The service day for employees shall begin at 12:01 a.m. and extend to 12:00 midnight. However, all shifts beginning at or between 8:00 p.m. and 12:00 midnight shall be construed to have been worked in the following service day and all shifts beginning before 8:00 p.m. shall be construed to have been worked on the service day it was scheduled to begin.

The normal work day of each employee under the terms of this Agreement shall consist of either eight hours and 24 minutes (8/24) or twelve (12) continuous hours of work in the service day. Employees may eat their lunches during the normal work day as the workload permits. Requests for a lunch hour shall be as prescribed in Emergency Medical Service Bulletin No. 9-8. No monetary compensation or time off will be paid or granted for lunch periods not taken regardless of the reason. The actual hours of the work day shall be designated by the department head according to that schedule which best meets the efficiency of the public service, provided that when the nature of the work is such that it is impossible to operate in accordance with the normal work period, employees may be required to work in excess of the normal work day.

22. SHIFT CHANGE

- A. The changing of shifts shall take place on the first day of (the first) pay periods in January, May and September.
- B. Choice of Duty Assignments shall be by academy class seniority date, except where it may impact negatively on the service. Forty-five (45) work days prior to the effective date of a shift change, a roster of academy class seniority dates shall be distributed to all field units. Employees in each academy class group shall be allotted a sufficient time period (to accommodate work schedules) for sign up. Members shall be allowed to sign up with their academy class group or any academy class group thereafter. Current licensure (medical and chauffeurs) must be presented at time of sign up.
- C. Absentee selections will be entertained only from personnel who will be out-of-town on approved vacation (subject to verification), funeral leave, jury duty, or the employee is hospitalized.

Absentee requests will be processed during regular administrative hours only. Absentees should designate two (2) choices of shift and house. These requests will be processed after those present from the academy class group have completed their selection.

Shift change opportunities, after normal office hours, are subject to the availability of a supervisor for monitoring. While a supervisor will normally be available, this does not constitute a guarantee.

- D. Personnel who are on a long term illness or injury will not be permitted to select a duty assignment.

22-A. IMPACT SHIFT SCHEDULING

The Department shall have the option of placing the present and future Power Shifts on an eight hour and twenty-four (8/24) minute work day. The positions will be staffed first by volunteers and then by inverse seniority, except when it impacts negatively on services.

Prior to the implementation of the eight hour and twenty-four minute (8/24) work day, the Union will be entitled to meet and confer with the Department regarding the preparation of details of the work scheduling and be entitled to make input which the Department shall give good faith consideration.

Other provisions of this Agreement affected by this article will be modified to be consistent with this article however, such modification will not reduce economic provisions to the employees. By way of example only, and not necessarily exhaustive of all affected provisions, the following articles will or may need some modifications: 11, 12, 13, 18, 20, 21, 22, 36, 39, 40, 41 and 49.

The Department shall have the option of returning the impact shift to 12-hour scheduling.

23. CHANGES IN DUTIES, EQUIPMENT AND WORK ASSIGNMENTS

When new types of equipment are acquired or existing equipment is modified or when there are additional duties which either involves the application of skills or training not previously required, the specific change shall be reported by the department, in writing, to the Union.

If the Union believes that such change involves the application of additional skills or training, not previously required, the Union has the right to negotiate the rate of pay and the working conditions involved.

Such negotiations shall commence within ten (10) calendar days of notice from the Union of its desire to exercise this right.

24. DEFENSE AND INDEMNIFICATION

Chapter 13, Article 11 of the Municipal Code of the City of Detroit shall be incorporated by reference into this Agreement as if its terms were specifically set forth herein. See Exhibit II.

25. AFFIRMATIVE ACTION

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

26. COOPERATION IN VALIDATION STUDIES

- A. The City and the Union recognize the need for and the responsibility of the Human Resources Department in taking steps to insure that written tests and other selection

devices and procedures used in selecting persons for positions in City service be validated, i.e., that such devices and procedures be shown to be predictive of, or significantly related to, important elements of work behavior of the position or positions for which applicants are being evaluated.

- B. The Human Resources Department agrees to inform the Union of all validation studies and projects directed toward development of validated tests in which the Union or Union members are asked to participate and, upon request, to meet the Union representatives to discuss any aspects of such studies or projects.
- C. The Union agrees to cooperate and provide assistance in validation studies and test development projects conducted by the Human Resources Department, and to use its good offices to secure the cooperation and participation of Union members in such studies or projects.

27. SUPER SENIORITY

For the purposes of layoff and recall only, the EMMTTA Representative, two (2) chairpersons and the eight (8) stewards shall hold top seniority during their term of office, provided that they possess the skill to do the available jobs. Upon effect of this Agreement, the Union shall notify the employer, in writing, as to the names of the officials entitled to top seniority and will thereafter keep the employer notified, in writing, of any changes.

Union officials shall hold such top seniority only so long as they hold their respective offices. Should an Union official lose his/her office, the former Union official shall be subject to displacement by employees with greater seniority and who have been laid off or demoted as a result of reductions in force made prior to the loss of office.

Upon written notice from the Business Representative or, if designated, EMMTTA Representative to the Certification Division of the Human Resources Department that such loss of office has occurred, the City shall have thirty (30) days to investigate and make any required displacements.

28. MISCELLANEOUS

- A. An employee unable to perform his/her duties because of injury or while recuperating from illness may absent himself/herself from his/her home while on sick leave, or duty-injury leave.
- B. An employee who has been placed on a Fire Department Attendance Review Period and unable to perform his/her duties because of injury or illness, must remain at home while on sick leave unless they have received permission from the City's authorized medical facility, to absent themselves from their home.
- C. No employee shall be required during their leave days to make trips to the department physician for promotional physical examination or physical examination to retain their Paramedic, EMT Specialist, or EMT classification.

- D. Each active Medical Unit (Rig) will be supplied with two (2) medical bags. The medical bags will be stocked as determined by the Department.

29. PROMOTION TO EMERGENCY MEDICAL TECHNICIAN

A Trainee shall become eligible for promotion to Technician upon successful completion of a probation period of at least six (6) months and upon successful completion of an approved Basic Emergency Medical Technician - Ambulance (EMT-A) course and be so licensed by the Michigan Department of Public Health.

Any EMT-A course approved by the State of Michigan will be approved for purposes of this article.

The EMT-A course shall be provided by the City at no cost to the employee. Time spent on such course beyond the number of hours of the employee's regular work schedule shall be compensated with a cash payment at the appropriate rate.

30. PROMOTION TO EMERGENCY MEDICAL TECHNICIAN SPECIALIST

The City and the Union agree that when a vacancy occurs in the Emergency Medical Technician Specialist classification within the Emergency Medical Service Division of the Detroit Fire Department the following shall apply.

- A. Opportunities for placement in a Specialist Class or internship program to meet the requirements for medical control certification as an Emergency Medical Technician Specialist shall be made available to members of the bargaining unit in accordance with the needs of the department.
- B. To be considered for such internship program, applicants must have secured Michigan Department of Public Health licensure as an Emergency Medical Technician Specialist. Other criteria to be used by the department in selecting persons for placement in a Specialist Class or internship program are an evaluation of applicants' knowledge, skills, abilities and work habits as demonstrated by their work performance in the Emergency Medical Service. An evaluation process to determine the applicants' knowledge, skills, abilities and work habits as determined by objective criteria and documented methods shall be used to assure objectivity and consistency in the review process. Qualified applicants shall be selected by seniority except ethnic and sex composition of the Emergency Medical Service may be a consideration in selection of qualified applicants.
- C. Employees trained in a department course shall receive Compensatory Time for all time assigned to the Hospital Clinical Rotation beyond their normal work hours. Employees assigned to a Hospital Clinical Rotation not given by the Department shall be paid a maximum of 24 hours during the assigned period.

- D. Employees acquiring certification by successful completion of the internship program shall be promoted to available positions in the classification of Emergency Medical Technician Specialist based on seniority except ethnic and sex composition of the Emergency Medical Service may be a consideration in selection of qualified applicants.

31. PROMOTION TO PARAMEDIC

The City and the Union agree that when a vacancy occurs in the Paramedic classification within the Emergency Medical Service Division of the Detroit Fire Department the following shall apply.

- A. Opportunities for placement in an internship program to meet the requirements for medical control certification as an Paramedic shall be made available to members of the bargaining unit in accordance with the needs of the department.
- B. To be considered for such internship program, applicants must have secured Michigan Department of Public Health licensure as an Paramedic. Other criteria to be used by the department in selecting persons for placement in the internship program are an evaluation of applicants' knowledge, skills, abilities and work habits as demonstrated by their work performance in the Emergency Medical Service. An evaluation process to determine the applicants' knowledge, skills, abilities and work habits as determined by objective criteria and documented methods shall be used to assure objectivity and consistency in the review process. Qualified applicants shall be selected by seniority except ethnic and sex composition of the Emergency Medical Service may be a consideration in selection of qualified applicants.
- C. Employees trained in a department sponsored course shall receive Compensatory Time for all time assigned to the Hospital Clinical Rotation beyond their normal work hours. Employees assigned to a Hospital Clinical Rotation not given by the Department shall be paid a maximum of twenty-four (24) hours during the assigned period.
- D. Employees acquiring certification by successful completion of the internship program shall be promoted to available positions in the classification of Paramedic based on seniority.

32. PROMOTION TO ASSISTANT EMERGENCY MEDICAL SERVICE SUPERVISOR

- A. Opportunities to fill permanent vacancies in the classification of Assistant Emergency Medical Service Supervisor shall be posted for a period of fourteen (14) calendar days. The posting shall include a description of the qualifications necessary for the position. Such qualifications shall include but not be limited to having completed a minimum of five (5) years as a Technician, Technician Specialist or Paramedic in the Emergency Medical Service and completion of a state approved E.M.T., Specialist, or Advanced E.M.T. course.

- B. Applicants who meet the qualifications as stipulated in A above, will be evaluated through the following selection process.

NOTE: Each step is rated separately. Only successful candidates will be allowed to proceed to the next step in the selection process.

Step 1: An evaluation of the employee's work history and performance, attendance, punctuality, and disciplinary records. Employees will be rated on a pass/fail basis.

Step 2: A qualifying written examination of the basic work knowledge. Employees will be rated on a pass/fail basis.

Step 3: Evaluation of the employee's supervisory abilities using the Human Resources Department Oral Appraisal Procedure. The Oral Appraisal Board shall be composed of four (4) members, consisting of EMS Administrators or General Managers from the Detroit Fire Department and one (1) member of a municipal Emergency Medical Services outside the City of Detroit Fire Department. Also present will be a representative of the Human Resources Department. Employees will be rated in one (1) of three (3) categories: "highly recommended," "recommended," "not recommended at this time." "Names of employees attaining a highly recommended" or "recommended" rating will be placed on an eligibility list and submitted to the Fire Department.

- C. An evaluation process to determine the applicants' knowledge, skills, abilities and work habits as determined by objective criteria and documented methods shall be used for Steps one (1), two (2), and three (3) to assure objectivity and consistency in the review process.
- D. When openings occur, selection for promotion will be made first from among those candidates who receive a "highly recommended" rating. After the "highly recommended" category has been exhausted, then selection for promotion will be made from the "recommended" category. Seniority shall be the major consideration in selecting the candidates unless affirmative action needs of the department and/or significant operational needs of the department dictate otherwise. Having served in an out-of-class position shall not be a consideration in selecting candidates for promotion.
- E. The eligibility list shall remain in effect for a period of one (1) year, unless the Department requests and receives approval from the Human Resources Department to extend the list for an additional period up to one (1) year but not to exceed the duration of the Contract.
- F. The existence of an eligibility list shall not preclude the temporary assignment of personnel for limited periods to meet the needs of the Emergency Medical Service.

33. 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. The length of the probation period for all employees hired, promoted, transferred between departments or otherwise placed into classifications within the bargaining unit represented by this Union shall consist of six (6) months.

- B. In the case of initially certified new hires, the Union shall represent the employee during the probation period for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment except discharged and suspended employees for other than Union activities. Grievances involving disciplinary action less than suspension cannot be appealed beyond step three of the grievance procedure.
- C. During an employee's initial hire probation period, the employing department may, in accordance with Human Resources Department Rules, extend the probation period or take action to separate the employee as a probationary employee.

In the case of an unsatisfactory employee who has classified status, the employing department may extend the probation period or take action reverting the employee to his/her former classification or department, unless a discharge for just cause is appropriate.

34. REDUCTION IN FORCE

Layoffs or demotions attributable to reduction in force, and recalls, shall be in accordance with the Human Resources Department Rules in effect on the date this Agreement is signed.

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

Employees to be laid off for an indefinite period of time will have at least seven (7) days notice of layoff, and, wherever possible, a two (2) week notice shall be given.

35. JURY DUTY

- A. All employees except for special service and contractual employees who serve on jury duty will be paid the difference between their pay for jury duty and their regular pay for all days they are required to serve on jury duty.
- B. Jury duty shall be considered as time worked.
- C. Where employees once impaneled are excused for days or parts of days, reimbursement shall be made only for time served. Employees should otherwise be expected to report for work. The department head, at his/her discretion, may change the assigned work schedules of employees serving on jury duty to whatever schedules, including length of workday, he/she feels are appropriate for the duration of the employees' jury duty assignments.

36. BASIS OF PAYMENT

- A. All employees in the bargaining unit shall be paid on an hourly basis at the hourly rates approved by the City Council as designated in the Official Compensation Schedule.

- B. Under normal circumstances, employees shall be paid every two (2) weeks for the period of time in the preceding payroll period for all hours for which they are entitled to be paid.
- C. Holiday pay shall normally be paid in the paycheck covering the payroll period in which the holiday falls.
- D. Whenever an employee reports for duty as assigned he or she shall receive a minimum of four (4) hours of straight time pay.
- E. Compensation for sick leave, annual leave and other paid time off as granted by the City Council shall be based upon the hourly rate according to the above.

37. RECOVERY OF OVERPAYMENTS

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 of the department Human Resources Officer.

For overpayment recoveries, the City is authorized to deduct up to fifty dollars (\$50) one hundred dollars (\$100) weekly or one hundred dollars (\$100) two hundred dollars (\$200) bi-weekly. If the employee has advance notice of overpayment or in Workers' Compensation cases, the City is authorized to deduct one hundred dollars (\$100) or fifty percent (50%) of the overpayment weekly, whichever is less or two hundred dollars (\$200) or fifty percent (50%) bi-weekly, whichever is less. If the employee separates from City service, the entire unpaid balance shall be recoverable immediately.

If the amount owed by the employee is over two thousand six hundred dollars (\$2,600), the City reserves the right to seek immediate recovery through the appropriate legal proceedings.

An employee shall have the option of repaying any overpayment in a lump sum or at an accelerated rate.

38. WAGES

A. WAGE INCREASE:

1. GENERAL WAGE INCREASES:

- a. Effective July 1, 2001 0%
- b. Effective July 1, 2002 0%
- c. Effective July 1, 2003 2%
- d. Effective July 1, 2004 2%
- e.

2. CASH BONUS:

Members of the bargaining unit, who are on the payroll as of April 12, 2006, shall receive a \$400 cash bonus. This payment will be made as soon as possible following the date of Union ratification and the City Council's resolution approving the economic terms. This payment shall not increase the employee's base rate of pay, nor shall it be included in average final compensation for pension purposes.

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

B. MISCELLANEOUS:

1. Employees in the Specialist or Advanced classifications shall receive six (6) month step increases in an amount sufficient to guarantee that they will reach the maximum rate in two and one-half (2 1/2) years.
2. Employees in the Technician classification shall receive six (6) month step increases in an amount sufficient to guarantee that they will reach the maximum rate in four (4) years.
3. The pay rates of hourly-rated employees shall be rounded up to the nearest whole cent. The pay ranges of salary-rated employees with minimum or maximum rates more than \$20,000 annually shall be rounded to the nearest hundred dollar if as a result of any required change made to their pay range causes the resulting amount to fall between even hundred-dollar levels.

39. SHIFT PREMIUM

Effective July 1, 1989, employees scheduled to work a night shift shall receive a premium of sixty-five cents (65¢) per hour. A night shift is hereby defined as any regular normal work shift commencing at the hour of 6:30 p.m. or between the hours of 6:30 p.m. and 4:00 a.m., inclusive.

~~Effective July 1, 1989, employees scheduled to work the impact shift shall receive a premium of seventy-five cents (75¢) per hour. The impact shift is hereby defined as any regular normal work shift commencing at the hour of 1:00 p.m. or between the hours of 1:00 p.m. and 6:29 p.m., inclusive.~~

Shift premiums shall be paid in addition to the basic rate of pay for such employees. Night shift premiums and impact shift premiums shall be paid for all overtime following the night shift and the impact shift respectively.

40. OVERTIME

- A. When the nature of the work is such that it is impossible to operate in accordance with the normal work schedules, or in the event of unusual circumstances or conditions, employees

may be required to work in excess of the normal work schedule if ordered by the department.

- B. Employees of the bargaining unit will be offered overtime, as it is available, in an apportioned manner. That is, employees who desire to work overtime will submit a form during the ten (10) day period between posting of the final roster and the effective date of the roster. The employee shall retain a copy of the form initialed by the supervisor. Lists will be developed from the forms on a shift and crew basis. Employees will be offered overtime according to seniority, highest seniority first, next highest second, and so on.

Should the appropriate senior employee be inadvertently by-passed for a particular overtime opportunity, he/she will be offered the next overtime opportunity after notification to the Department of the by-pass, in a timely manner, by the Union.

- C. Records will be kept as to the date overtime was worked (W), rejected (R), or the employee was not available (N.A.). If an employee 1) works, 2) rejects the overtime or 3) is not available, the employee next on the list will be offered the overtime.

41. METHOD OF OVERTIME COMPENSATION

- A. All hours worked in excess of the normal work day or in excess of forty (40) hours in a service week shall be considered overtime. All hourly rated employees shall be paid in cash for all overtime at one hundred and fifty percent (150%) of their basic rate.
- B. Vacations, compensatory time, sick leave, holidays, or other credited paid absences shall not be considered overtime, provided, however, that such credited absences during the service week may be used in lieu of an equal amount of service required in determining overtime credit.
- C. All unpaid overtime credit that an employee has credited at the time of his/her death shall be paid at the rate in effect when his/her name last appears on the payroll.

42. WORK DURING DECLARED EMERGENCIES

When City employees covered by the provisions of Article 13-2 of the Municipal Code of the City of Detroit are generally excused from work by the Mayor, during periods declared as emergencies by the Mayor, those employees required to work their regularly scheduled hours shall be granted straight time off, equal to the hours worked, exclusive of overtime. Such time shall be liquidated at a later date; provided, that it shall not be construed to be overtime.

43. DUTY DISABILITY BENEFIT PLAN

The City shall provide a Duty Disability Benefit Plan to supplement benefits received by the employee from Workers' Compensation, Duty Disability Pension, Social Security, and other

compensation received by an employee as a result of being disabled in the line of duty. The total amount of compensation being paid to such employee from all sources will be two-thirds (2/3) of the normal straight time gross pay (before taxes) that the employee was earning at the time he/she was disabled for all illnesses or injuries arising on or before October 31, 1985. Effective November 1, 1985, supplemental compensation shall be increased so that the total paid will be one hundred percent (100%) of the normal straight time gross pay.

The Duty Disability Benefit coverage shall begin with the first continuous day of a disability resulting from a duty connected injury and the twenty-second (22nd) continuous day of a disability resulting from a duty connected illness. The maximum period of benefit shall be fifty-two (52) weeks.

When the City's authorized medical facility has returned the employee to regular duty who has not exhausted his/her fifty-two (52) weeks of supplemental benefits and at least six (6) continuous months have not elapsed, including sixty (60) regular work days and the employee is again incapacitated by an injury, the doctor shall make a determination if the injury is a reoccurrence. If it is a reoccurrence, the employee will be eligible to exhaust the remainder of his/her fifty-two (52) weeks of supplemental benefits.

When the City's authorized medical facility has returned the employee to regular duty who has exhausted his/her 52 weeks of supplemental benefits and at least six (6) continuous months have not elapsed, including sixty (60) regular work days and the employee is again incapacitated by an injury, the doctor shall make a determination if the injury is a reoccurrence. If it is a reoccurrence, the employee will not be eligible for additional supplemental benefits. All injuries sustained after such six (6) continuous months have elapsed including sixty (60) regular work days shall not be considered a reoccurrence of an original injury and an employee is entitled to another 52 weeks of supplemental benefits. The determination made by the City's authorized medical facility shall be subject to the Grievance Procedure and the matter may be submitted directly to the arbitration step of the Grievance Procedure. Duty Disability Benefit payments will be made only for disabilities which incapacitate an employee so that he/she cannot perform his/her normal duties of employment.

The determination of disability, the duration of the disability, and the ability of an employee to return to work shall be determined by the City's authorized medical facility of the Detroit Fire Department. ~~The City's authorized medical facility shall also determine whether an injury or illness is service connected.~~

If a dispute should arise as to whether the City's authorized medical facility has made a proper determination regarding whether a disability is service connected or not, the matter may be submitted directly to the arbitration step of the Grievance Procedure with the added provision that the Arbitrator shall be a physician licensed to practice medicine in the State of Michigan.

For payment to be made, the Detroit Fire Department must certify to the Finance Department that the disability was service connected and must provide a written statement setting forth the facts which led to the disability.

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.

When the City's authorized medical facility determines that an individual is sufficiently disabled so as not to be able to perform his/her regular duties but is capable of performing other duties, such employee may first be assigned to a light duty assignment in the Emergency Medical Services, or secondly within the Detroit Fire Department. Work tasks assigned will be those compatible with present work restrictions, with or without reasonable accommodations. Thirdly, if the employee cannot be returned to a light duty assignment within the Fire Department, such employee will be placed in another classification in the Fire Department or another City Department. The assignment can be with or without reasonable accommodations, and shall be on a temporary basis until such time as the employee is able to return to his/her former job classification or acquires permanent status in the alternate classification by action of the Human Resources Department. The duration of the temporary status shall be in accordance with the Workers' Compensation Act. During the temporary period, efforts will be made to place the employee in available positions consistent with their training and experience and current physical capabilities.

While employed in the alternate job classification, whether temporary or permanent, the employee shall be represented by the union having jurisdiction over employees in that classification and at that location. However, residual seniority rights to the employee's former classification and all medical benefits shall remain with his/her former 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. In the event an employee suffers a reoccurrence of the former job injury, the Workers' Compensation Unit of the City will return the employee to the Fire Department where the injury and attendant benefits will be administered.

All Workers' Compensation benefits and overtime compensation shall be paid in accordance with the Workers' Compensation Act. Employees will be eligible for wage increases granted to their alternate job classification.

No employee returned to work under this program who retired during the term of the 1995-98 Labor Agreement will have his or her pension benefits lowered. The parties acknowledge, however, that the issue of preserving the pre-job-injury pension levels needs to be further discussed and possibly clarified and modified for the next successor Labor Agreement.

~~Employees receiving payments under this Duty Disability Benefit Plan will continue to earn sick leave and vacation benefits for as long as they receive such payments.~~

Employees eligible for the City's Income Protection Plan may elect to receive payments from this Duty Disability Benefit Plan or from the Income Protection Plan, but not from both plans simultaneously.

The City reserves the right to substitute for this Duty Disability Benefit Plan a formal insurance plan with a commercial insurance carrier with substantially the same features as this plan. The Union shall be given an opportunity to examine the proposed plan at least two weeks prior to its implementation. A claim by the Union that the plan with the commercial insurance carrier does not have substantially the same features shall be submitted directly to the arbitration step of the Grievance Procedure.

44. RETIREMENT PROVISIONS

- A. Eligibility for Service Retirement Allowance - Any employee who is covered by the provisions of this Agreement and who is a member of the General Retirement System of the City of Detroit who on July 1, 1995, or later has twenty-five (25) 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.

Retirees who began receiving a Duty Disability Pension after July 1, 1995, employee may choose to convert to a service retirement at the time they would have had twenty-five (25) years with the City.

- B. Retirement benefits shall be modified to include an optional coordination of benefits between regular retirement benefits and Social Security benefits for those employees who retire with a regular retirement from the City prior to becoming eligible for Social Security payments. Such coordination of benefits shall cause an approximate leveling of total monthly benefits derived from both the City's retirement system and Social Security without creating any additional actuarial costs. This provision shall include all employees who retire on or after July 1, 1974, and shall be retroactive to that date.
- C. All Retirement and Pension Plan Provisions provided for by the City Charter and Municipal Code are incorporated herein by referral unless otherwise specifically modified by this Agreement, and Ordinance 2-93, J.C.C. Page 133.
- D. For employees hired on or after July 1, 1980, the vesting provisions of the City Retirement Plan shall require ten (10) years of service regardless of age in lieu of the current age and service requirements.

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. This provision will not affect the current practice governing disabled employees.

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

Annuity Contribution Amounts: The City will offer to employees who choose to contribute to the annuity plan, the option of contributing 3% up to the Social Security maximum salary which would then be increased to 5%, a straight 5%, or a straight 7%.

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 also be eligible to withdraw, one time only, all or part of their annuity savings.

- F. 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.
- G. 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; 2% of Average Final Compensation for all years of service; 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.
- H. 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 13 of this labor agreement or 2) choose to receive payment of one-quarter (1/4) of their unused sick time and have that sum included in the average final compensation calculation used to compute the membership service pension portion of their retirement allowance.
- I. 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.
- J. 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. Members of the bargaining unit shall have the option of belonging to the City's current defined benefit/defined contribution retirement plan or a new defined contribution retirement plan in accordance with the rules the City will issue for a defined contribution plan. The parties agree that the defined contribution plan the Executive Branch will propose for acceptance by the City Council, although not specifically detailed at this time, is intended to be primarily in accordance with the provisions which were last advocated in the Executive Branch in November-December, 1997.
- P. 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."
- Q. Effective July 1, 1995, all members of the bargaining unit have the option of purchasing pre-employment military time for pension purposes in accordance with 1995-1998 arbitration award.

45. PRIVATE CAR MILEAGE REIMBURSEMENT

- A. **Rates of Payment** 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. This provision will become effective July 1, 2003.

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

- B. **Definition of Reimbursable Mileage:**
 - 1. Trips from home to headquarters and back home shall not constitute reimbursable mileage.
 - 2. Trips in either direction between home and any officially designated point (when there is no specific headquarters) shall not constitute reimbursable mileage.

3. Trips from headquarters (or from the designated starting point if he/she has no headquarters) to a job, from job to job, and if directed, back to headquarters or starting point, shall constitute reimbursable mileage.
 4. For those employees who do not report to a specific headquarters, or starting point on any given day, mileage in excess of 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 a point other than headquarters or starting point to home at the end of their 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/her automobile in excess of fifty dollars (\$50), the City will pay for unrecoverable collision damage in excess of fifty dollars (\$50) not to exceed two hundred and fifty dollars (\$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 determined by the division head.
- E. When an employee covered by this Agreement is regularly assigned to a job which requires the use of an automobile during his/her normal working hours, he/she shall be required to furnish said car.
- F. In order to receive mileage reimbursement an employee must actually use an automobile on City business.
- 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.

46. OUT-OF-CLASS PAY

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 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 assignments is necessary to effectively carry out departmental operations.

When an employee is assigned to perform work clearly outside of his/her classification or be assigned and given responsibility to perform the preponderance of duties regularly performed by another employee in a higher class for more than fourteen (14) consecutive work days, the employee so assigned shall be compensated at the appropriate rate for the work performed.

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 his/her bargaining agent may request

the Classification/Compensation Section of the Human Resources Department to conduct a classification survey of the employee's job as provided in Human Resources Department Rules.

47. HOSPITALIZATION, DENTAL INSURANCE, AND OPTICAL CARE

Status quo of existing hospitalization, medical dental and optical care benefits will be maintained while the parties work cooperatively to institute mutually agreeable changes.

- 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, duty death beneficiaries and their legal dependents, as provided by Chapter 13, Article 8 of the Municipal Code of the City of Detroit; until such time during this Agreement that the cost containment/reduction modifications are implemented pursuant to the Memorandum of Understanding Re: Lowered Health Care Costs. Such modifications may impact all or part of the provisions herein contained, including but not limited to medical, dental and optical care coverage's. Effective May 1, 1996, the co-pay for the Prescription Drug benefit was increased to three dollars (\$3).

Effective August 1, 1989, the monthly amounts for hospitalization coverage will be paid as follows:

1. For the period of August 1989 through July 1990, the City will increase its contribution for all general City component rates currently paid by the City by twenty percent (20%) over 1988-89 levels. Fifty percent (50%) of any component rate premium charges paid for by the City that exceed the above amounts will be paid by the employee, and fifty percent (50%) will be paid by the City.
 2. For the period of coverage beginning as of August 1, 1990, and thereafter, the City will increase its contribution for all general City component rates currently paid by the City by eight percent (8%) over the prior year's levels. Fifty percent (50%) of any premium charges that exceed the above amounts will be paid by the employee, and the other fifty percent (50%) will be paid by the City. When the City's payroll system has the capability of allowing employees to pay these amount through the pre-tax IRS code 125K mechanism, all bargaining unit members shall be entitled to participate.
 3. The City agrees to waive the retroactive recovery of any premium sharing owed by employees for periods of time prior to July 1, 1990.
- B. Employees shall have the option of choosing alternative hospitalization medical coverage 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 A and H as applicable. If at the end of any fiscal year an alternative hospitalization plan has failed to enroll 5% of the bargaining unit employees, the City shall have the option of removing that plan from the list of eligible carriers.

- C. The City shall provide for all active employees and their dependents a Dental Plan which shall be 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. Class 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. Employees hired on or after the date this Agreement is signed shall not be eligible for these benefits until they shall have worked 1,092 straight time hours.

Other terms and conditions regarding these plans shall be in accordance with the standard Blue Cross/Blue Shield policies regarding administration of such programs.

- D. The City will provide Optical Care Insurance through the Employee Benefit Board and such benefit will include case hardened lenses.
- E. 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.
- F. Effective December 1, 1995, the City will implement the Blue Cross/Blue Shield Preferred Prescription Drug Program.
- G. Employees who wish to insure sponsored dependents shall pay the premium cost of this coverage. Also, the City will pay the health insurance premium for dependents who are 19 to 25 years of age for only as long as they are regularly attending on a full time basis, an accredited vocational school, college or university and are dependent upon the employee for support and maintenance and were reported as such on the employee's most recent Federal income tax return. Employees at their own expense may provide coverage for these dependents through a payroll deduction.
- H. The City will pay the premium for regular retirees and their spouses for hospitalization and medical insurance based on the Blue Cross/Blue Shield ward service under the Michigan Variable Fee coverage (MVF-2) and the Prescription Drug Group Benefit Certificate with two dollar (\$2) co-pay (Certificate #87) known as the two dollar 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 (including vested retirees) on or after May 1, 1996, the co-pay for the Prescription Drug benefit was increased to three dollars (\$3).

For employees who retire on or after January 1, 1991, the City will pay up to the following monthly amounts for retiree hospitalization coverage:

For the period of coverage beginning as of August 1, 1990, and thereafter, the City will increase its contribution for all component rates currently paid by the City by eight percent (8%) over the prior year's levels. Fifty percent (50%) of any premium charges that exceed the above amounts will be paid by the retirees, and the other fifty percent (50%) will be paid by the City.

- I. A canvas of EMS employees will be conducted at the signing of this Agreement. Employees electing to change from traditional coverage to an HMO will be permitted to do so.
- J. Effective July 1, 2003, 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.

48. 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 13-8-2 currently provides a death benefit of \$10,000.

1. **Membership:**

Mandatory for regular employees.

2. **Contributions:**

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

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

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

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

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

of their duties. "Totally and permanently disabled" shall be defined exclusively as follows:

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

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

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

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

The Medical Board of Inquiry shall consist of three (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 the Finance Director a written report of its findings, which as to the benefits provided herein shall be final and binding as to the medical finding. The Finance Director shall pay the fees of the physician named by him/her and the fees of any Medical Board of Inquiry formed.

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

C. GROUP LIFE INSURANCE:

A group life insurance program for the employee and his/her family is available for all members of the Employees Benefit Plan on an optional basis, under the provisions of the City Code, Chapter 13, Article 8.

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 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	\$3,570
\$5,000 to \$7,500	\$6,250
\$7,500 to \$10,000	\$9,375
Over \$10,000	\$12,500

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

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

5. **Benefits - Dependents**

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

D. **ADDITIONAL INSURANCE:**

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

<u>Yearly Pay</u>	<u>Amount of Insurance</u> <u>Option 1</u>	<u>Amount of Insurance</u> <u>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	And so forth in	And so forth in
\$10,000 Increments	\$10,000 Increments	\$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.

49. FUNERAL LEAVE

All employees covered by this Agreement shall be eligible for funeral leave without deduction of pay as follows:

- A. If a death occurs among members of the employee's immediate family, such employee, provided he/she attends the funeral, will be granted six (6) work units of leave; provided, that such leave may be extended to ten (10) work units within the discretion of the department head based on individual circumstances.
- B. If a death occurs among the relatives of the employee, provided he/she attends the funeral, such an eight (8) hour employee will be granted two (2) work units of leave and a twelve (12) hour employee will be granted three (3) work units of leave.
- C. For the purposes of this section, immediate family is defined as a wife, husband, son, daughter, brother, sister, father, mother, step-father, step-mother, or other members of the employee's household.
- D. For the purposes of this section, a relative is defined as a grandson, granddaughter, grandmother, grandfather, brother-in-law, sister-in-law, uncle, aunt, mother-in-law or father-in-law.

50. UNEMPLOYMENT BENEFITS

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

Section 1. Application for Supplemental Unemployment Benefits (S.U.B.): No employee shall be eligible for S.U.B. unless and until he/she shall have made due application therefore in accordance with the procedure established by the City and shall have met the eligibility requirements of Section 2 of this article. Such an employee shall be considered as an applicant.

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

- a. such layoff
 1. was from the bargaining unit;
 2. occurred in a reduction in force;

3. was not for disciplinary reasons and was not a consequence of (i) any strike, slowdown, work stoppage, picketing (whether by his/her bargaining unit or any other), or concerted action, or any dispute of any kind involving City employees, or (ii) any fault attributable to the applicant, or (iii) any war or hostile act of a foreign power (but not government controls or regulation connected therewith), or (iv) sabotage or insurrection, or (v) any act of God; and,
 4. was not voluntary.
- b. with respect to such week, the applicant:
1. had sufficient seniority to be eligible for one week's benefit;
 2. has registered at and has reported to an employment office of the Michigan Employment Security Commission as required by the MESC;
 3. has received unemployment compensation from MESC not currently under protest;
 4. has not refused to accept work when recalled pursuant to the Collective Bargaining Agreement and has not refused an offer by the City of other available work which the applicant has no option to refuse under the Collective Bargaining Agreement;
 5. has not failed to report for interview within five (5) working days after notice of recall from the City;
 6. has not failed through any fault of his/her own to report for hire at the employing department within five (5) working days after certification;
 7. was not eligible for and was not claiming any accident or sickness or other disability benefit (other than a disability benefit which would be payable to the applicant whether he/she was working full time or not or a survivor's allowance under Workers' Compensation laws), whether publicly or privately financed, or a pension or retirement benefit financed in whole or in part by the City;
 8. was not in military service;
 9. did not receive any unemployment benefit from, or under any contract plan or arrangement of, any other employer, and he/she was not eligible for such a benefit from, or under any contract, plan or arrangement of, any employer with whom he/she has greater seniority than with the City;
 10. must have been on continuous layoff from the City for a period of 30 consecutive 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; and,
 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; and,
- d. to require an applicant to exhibit his/her MESC Unemployment Benefit check for the week with respect to which application for S.U.B. is made, or to submit evidence satisfactory to the City of receipt or entitlement to receive a MESC unemployment benefit.

Section 4. Amount of Weekly Supplement 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 Supplement 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, or a total of twenty-six (26) weeks in any one fiscal year.

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

51. TRAINING

Training approved by the State and mandated by city, state or federal law or required by the City as a condition of continued employment shall be provided by the City at no cost to the employee. Time spent on such training beyond the number of hours of the employee's regular work schedule shall be compensated with the equivalent amount of compensatory time.

Employees entitled to compensation and training cost reimbursement under this article will, within sixty (60) days after the completion of training, give written notification to the Superintendent of E.M.S. as to their claim.

52. MAINTENANCE OF CONDITIONS

- A. Wages, hours, and conditions of employment legally and properly in effect at the execution of this Agreement shall, except as modified herein, be maintained during the term of this Agreement.
- B. All wages, hours, and conditions of employment not specifically set forth in this Agreement but covered by the City Ordinances, Resolutions of the City Council, the Charter of the City of Detroit, and the rules and regulations of the Human Resources and Fire Departments shall be maintained in accordance therewith.

53. TRANSFERS AND CONVERSION OF TIME

A. Employees Transferring To E.M.S. From Other City Departments or Divisions.

Whenever City employees transfer to the Emergency Medical Services Division of the Detroit Fire Department, their unliquidated accumulations of vacation, excused time, swing holidays, compensatory time shall be converted to the work unit measurement system and recorded in the accumulated time off bank; their unliquidated accumulations of current sick leave and reserve sick leave shall be converted to the work unit system and recorded in the current sick leave bank and reserve sick leave bank respectively.

Conversion of time balances to the work unit system shall be on the basis of one (1) day equals two (2) work units; one-half (½) day equals one (1) work unit; odd amounts of less than one-half (½) day shall equal one work unit if the department or division from which the employee transfers certifies that, for good cause, the employee was unable to liquidate such time before transferring.

All accumulations of time off or sick leave must be certified by the department or division from which the employee transfers.

The limit on accumulated time off described in Article 11 of this Agreement shall not apply until the July 1 date following the six-month anniversary of transfer of employees transferring to the Emergency Medical Service Division.

B. Employees Transferring From E.M.S. To Other City Departments or Divisions.

Whenever employees of the Emergency Medical Services Division transfer to other divisions or City departments their accumulated time off banks shall first be liquidated unless, in the judgement of the department heads involved, to do so would constitute an undue hardship. Any unliquidated time off and any unliquidated sick leave shall be converted from the work unit system on the basis of one work unit equals one-half day. Such time so transferred shall be certified by the Emergency Medical Services Division.

C. Conversion Of Time For Qualification For Benefits

~~For purposes of qualifying for benefits provided by Ordinance or other City Council resolutions which require a set number of days worked, such qualifying requirement shall be converted to hours and the employees covered by this Agreement shall be required to work an equivalent number of hours to qualify for the benefits.~~

D. All of the above provisions shall be in accordance with this contract, Chapter 13, Sections 2 and 4 of the Municipal Code of the City of Detroit and the Fair Labor Standards Act.

54. RAINCOATS AND UNIFORM ALLOWANCE

The City shall provide Technicians an initial issue of a new uniform per department standards.

A. The initial issue of uniform shall be:

- 5 Sanforized shirts
 - 5 Sanforized trousers
 - 1 uniform hat
 - 1 winter dress trouser
 - 1 summer dress trouser
 - 1 dress summer shirt
 - 1 dress winter shirt
 - 1 all weather coat
 - 1 dress coat
- B. The City shall provide two (2) replacement Sanforized shirts and two (2) replacement Sanforized trousers in each subsequent year to the initial issue
- C. All uniform shirts and jackets will display a D.F.D patch on the left sleeve.
- D. All Technicians will display a patch on the right sleeve that demonstrates the level of licensure and service within the division. The design of the patch will be subject to the final approval of the Superintendent of EMS Division.
- E. Technicians shall be part of the department's uniform replacement program.
- F. Technicians shall be responsible for lost or stolen items of uniform.

55. 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 and 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 2,075 hours of straight time regular payroll hours of paid time during the year immediately preceding any December 1 date or other date 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 thirteen (13) 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 one hundred and sixty (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.

56. 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 their applications to the Human Resources officer in their department.
- B. 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 for a certified paramedic program or 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 July 1, 2003, 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 for a certified paramedic program or 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.

57. COPIES

Thirty (30) work days after approval of this Agreement by the City Council, the City shall provide three hundred and twenty-five (325) copies of this Agreement to the Union.

Ninety (90) work days after the approval of this Agreement by the City Council, copies of the Department's Rules and Regulations applicable to bargaining unit members will be made available to all members at EMS Headquarters. A copy of such rules and regulations shall be given to all members requesting a copy. This paragraph shall in no way restrict or obstruct management's right to establish or modify rules and regulations in accordance with the provisions of this Agreement. Nor shall this paragraph impose any bargaining obligations prior to amending said rules and regulations. Each member of the bargaining unit is also reminded that they are responsible for various memos and bulletins retained in the log or posted at their respective work locations.

58. 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.

59. SUBSTANCE ABUSE

The parties recognize that the use or possession of alcohol or controlled substances by employees while on City property or engaged in providing City services threatens the safety of employees and the public and is detrimental to providing fire service. Pursuant to the City's zero tolerance policy against alcohol and substance abuse, the parties agree that the penalties set out in Exhibit IV shall apply to the listed offenses and shall not be changed unilaterally. The Department may promulgate reasonable rules and regulations, to investigate, address, and eliminate the use and possession of alcohol or controlled substances among employees while on City property or engaged in City services.

60. WORK PLACE VIOLENCE

The parties recognize that workplace violence by employees threatens the safety of employees and the public and is detrimental to providing fire service. Pursuant to the City's zero tolerance policy against workplace violence, the parties agree that the penalties set out in Exhibit V shall apply to the listed offenses and shall not be changed unilaterally.

61. DURATION, MODIFICATION AND TERMINATION

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

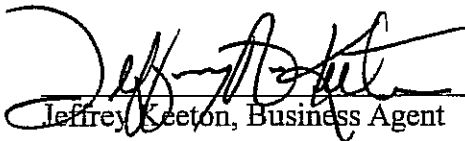
If either party desires to modify this Agreement, it may give written notice to the other party during the month of February 2005.

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures below:

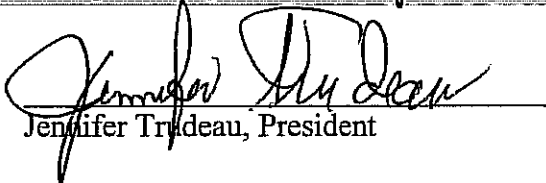
Dated this 13th of April, 2005.

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 547-E CHARTER

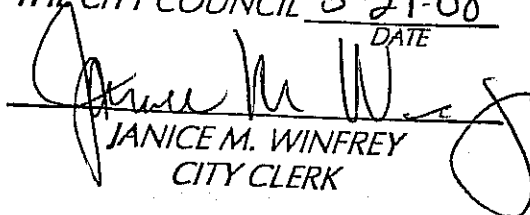

Jeffrey Keeton, Business Agent


Rachel Howell, EMMTA Representative

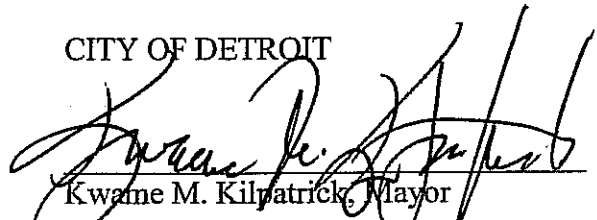

Phillip Schloop, Business Manager

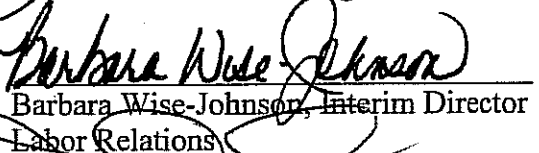

Jennifer Trudeau, President

APPROVED AND CONFIRMED BY Norman White
THE CITY COUNCIL 5-27-08
DATE

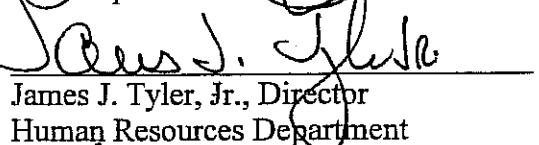

JANICE M. WINFREY
CITY CLERK

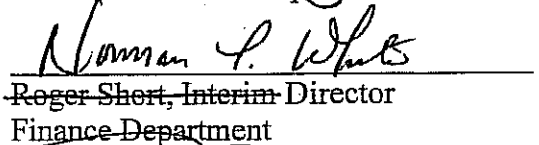
CITY OF DETROIT


Kwame M. Kilpatrick, Mayor


Barbara Wise-Johnson, Interim Director
Labor Relations


John E. Johnson, Corporation Counsel
Law Department


James J. Tyler, Jr., Director
Human Resources Department


Roger Short, Interim Director
Finance Department


Tyroné Scott, Commissioner
Detroit Fire Department

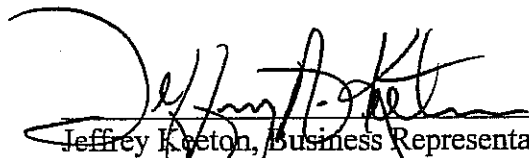
MEMORANDUM OF UNDERSTANDING
Between the
CITY OF DETROIT
And the
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - E CHARTER

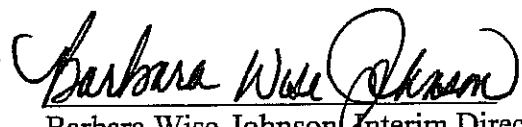
RE: Union Time Off

- A. The City and the Union agree that for the duration of their Master Agreement, to which this Memorandum is attached, the EMMTTA Representative of the International Union of Operating Engineers - Local 547 - E Charter may devote five (5) regularly scheduled work days each pay period, solely to Union duties and responsibilities, subject to the following conditions:
1. The name of the EMMTTA Representative covered by this Memorandum shall be certified in writing as well as the business address and phone number of the Union by the Union and any subsequent changes shall be certified in a like manner and shall include the effective date of each change.
 2. The days designated for Union activity shall be mutually agreed upon by the Fire Department and the EMMTTA Representative.
 3. The EMMTTA Representative shall devote the designated days exclusively to matters pertaining to Union business. Other members of the Union will not be excused to attend meetings or grievance hearings as a substitute for the EMMTTA Representative.
 4. In the event the EMMTTA Representative is not available for duty he/she must notify said Department representative of the manner in which he/she wishes his/her time to be charged.
- B. The compensation for the EMMTTA Representative qualifying above shall be the obligation of the City and shall be administered subject to and in accordance with the following:
1. The EMMTTA Representative shall be paid a salary equivalent to hours of his/her straight time rate for each day spent on full time Union duty status. His salary shall be adjusted in accordance with Article 38 of the Master Agreement. Said salary shall be full compensation for all time spent in his/her duties as EMMTTA Representative.
 2. The City will provide fringe benefits in the same manner and to the same extent as it provides other employees covered by this Agreement. Holidays, sick leave, vacation or other off time banks shall be charged for days which the EMMTTA Representative is scheduled for union duties but is not available.

3. Any expenses (including the use of automobiles) incurred by the employee in the performance of his/her duties as EMMTTA Representative shall not be the responsibility of the City.
- C. One of the primary purposes of this memorandum is to promote labor harmony between the City and its employees. When necessary either party may request a special conference to achieve this end. If circumstances warrant immediate attention, the parties will meet as soon as possible after the request is made.
- D. Except as specifically stated above, the Union agrees to reimburse the City for all legal liabilities, if any, assessed against the City in the event that the EMMTTA Representative incurs such liability when functioning in duties or areas related to his/her Union Representation.

Dated this 13th day of April, 2006/7


Jeffrey Keeton, Business Representative
I.U.O.E. Local 547-E


Barbara Wise-Johnson, Interim Director
Labor Relations

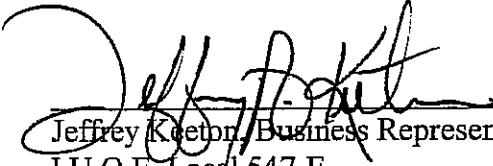
MEMORANDUM OF UNDERSTANDING
Between The
CITY OF DETROIT
And The
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - E CHARTER

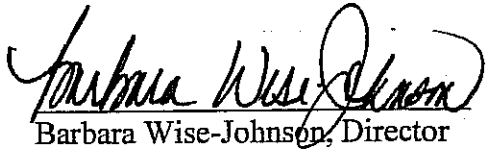
RE: Safety Committee Issues

During the 1998-2001 Master Agreement negotiations, the Union stated that there was considerable job stress among its members.

The parties agree that the subject of reducing job stress shall be a valid subject for the Safety Committee to study.

Dated this 13th day of April, 2007


Jeffrey Keeton, Business Representative
I.U.O.E. Local 547-E

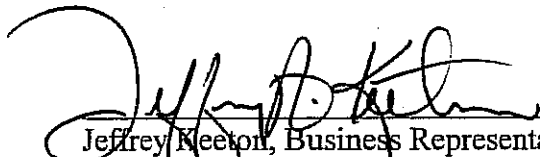

Barbara Wise-Johnson, Director
Labor Relations

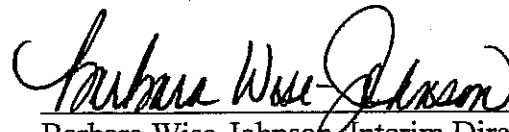
MEMORANDUM OF UNDERSTANDING
Between The
CITY OF DETROIT
And The
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - E CHARTER

RE: Pax Line

The City will authorize the installation of a Pax line for the Union. The City shall bear no cost for the installation or maintenance of this line. The Pax line shall not interfere with the EMS Division operations and/or inhibit communication between the Division and the Union members. Any problems which arise shall be a proper matter for a special conference. The City reserves the right to order the discontinuance of the Pax line for good cause shown.

Dated this 13th day of April, 2008


Jeffrey Keeton, Business Representative
I.U.O.E. Local 547-E


Barbara Wise-Johnson, Interim Director
Labor Relations

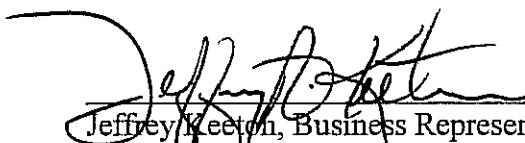
MEMORANDUM OF UNDERSTANDING
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CITY OF DETROIT
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INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - E CHARTER

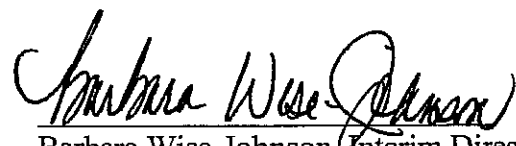
RE: Attendance Control Program

That the Attendance Control Program will remain in effect with the following modifications:

- Supervisors are mandated to inform all members of the bargaining unit of the reason they are being placed on any step of the Attendance Control Program, notwithstanding any identified patterns of unacceptable attendance use.
- Regular evaluations of attendance shall occur every one hundred twenty (120) days (concurrent with shift changes). As a result of these evaluations, employees may be moved up, moved down, or maintained at the appropriate step of the Attendance Control Program.
- Four (4) or more occurrences of absence due to sickness or identified patterns of sick leave abuse during any one hundred twenty day (120) day period (concurrent with shift changes) shall be immediate cause for a review of the employee's attendance record and may lead to the employee to be placed on the Attendance Control Program.
- Improvements in attendance will move an employee down one step from their present step.
- An employee off on sick leave on the day immediately preceding a holiday shall not be allowed to work said holiday unless the employee presents a Medical Certificate of Illness before or at the start of their holiday shift.
- An employee off on sick leave on the day immediately following the holiday shall not be eligible for sick pay unless the employee presents a Medical Certificate of Illness.

Dated this 13th day of April, 2006'7


Jeffrey Keeton, Business Representative
I.U.O.E. Local 547-E

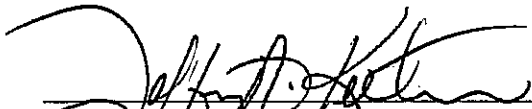

Barbara Wise-Johnson, Interim Director
Labor Relations

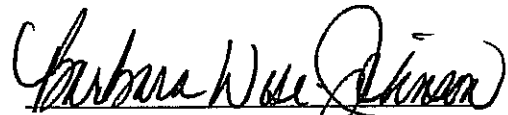
MEMORANDUM OF UNDERSTANDING
Between The
CITY OF DETROIT
And The
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - E CHARTER

RE: On-Duty Injury Payroll Practices

That the City shall credit time banks and pay employees properly determined to be injured while on duty in the same manner as the practice which was in effect on June 30, 1989.

Dated this 13th day of April 2006


Jeffrey Repton, Business Representative
I.U.O.E. Local 547-E


Barbara Wise-Johnson, Interim Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
Between The
CITY OF DETROIT
And The
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - E CHARTER

RE: Labor/Management Committee

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

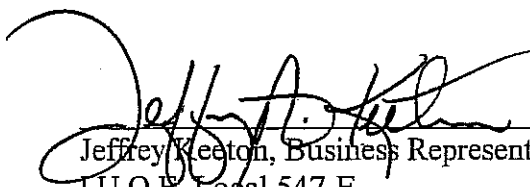
Composition of the Committee shall consist of those persons appointed by the Union and the City respectively. No more than (5) representatives of the Union and five (5) representatives of management will initially be appointed. This committee may be expanded upon mutual consent of the parties. Appointment of the union 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.

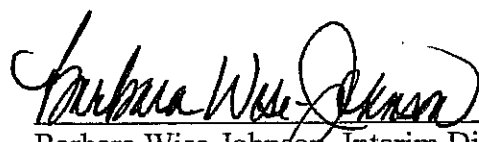
Proper subjects to be discussed by the Labor/Management Committee are any work related issues that would not interfere with the collective bargaining relationship.

When appropriate, and mutually agreed between the parties, EMMTTA 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 13th day of April, 2008


Jeffrey Keeton, Business Representative
I.U.O.E. Local 547-E


Barbara Wise-Johnson, Interim Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
Between The
CITY OF DETROIT
And The
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - E CHARTER

RE: Temporary Placement of Employees into Other Duties/Departments

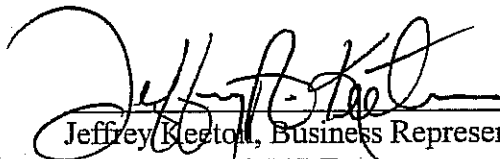
The parties agree to continue a procedure which would allow employees to be temporarily placed into other duties and departments other than their permanent shift and assignment locations.

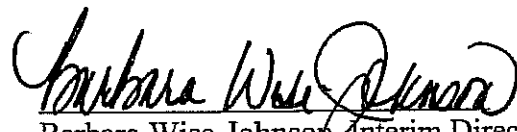
Such temporary placements shall be subject to the following conditions:

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 Union must be notified of proposed move, reasons, etc., at least thirty days before the planned move. The City will consider the Union responses 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 shall be a proper subject for a Special Conference between the parties.

Dated this 13th day of April, 2006 7


Jeffrey Keeton, Business Representative
I.U.O.E. Local 547-E


Barbara Wise-Johnson, Interim Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
Between The
CITY OF DETROIT
And The
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - E CHARTER

RE: Reduced Operational Costs Due to Improved Regularity in Attendance

TO DISCOURAGE ABUSES OF SICK LEAVE:

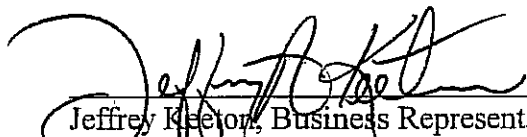
In order to maintain and increase worker morale, provide higher quality services, and reduce operational costs, the parties agree that effective in fiscal year 1996-97, Reserve Sick Leave will no longer be available for intermittent short-notice claims of illness unless there is good cause shown that a legitimate illness exists sufficient to have warranted the employee's absence, e.g., legitimate illnesses shall be absences associated with hospitalization or chronic illnesses.

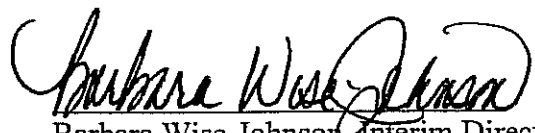
If an employee has requested the use of his/her Reserve Sick Leave and his/her Department Director denies such use because it is deemed not to comport with the Reserve Sick Leave standard we have set forth in the preceding paragraph, the denied employee shall be entitled to appeal the matter to Step 3 of the Grievance Procedure.

TO ENCOURAGE BETTER ATTENDANCE:

Effective with the Bonus Vacation granted on July 1, 1997, an employee can receive twelve (12) work units in any fiscal year he/she had perfect attendance as regards the use of sick leave (the employee did not use any time out of his/her sick leave banks). An employee can receive eleven (11) work units in any fiscal year he/she used some sick time but not as much as sixteen (16) work units. In all other circumstances, the former Bonus Vacation schedule will continue to apply.

Dated this 13th day of April, 2006


Jeffrey Keeton, Business Representative
I.U.O.E. Local 547-E

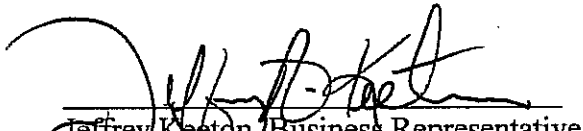

Barbara Wise-Johnson, Interim Director
Labor Relations

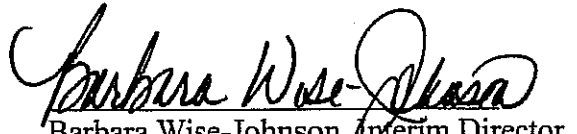
MEMORANDUM OF UNDERSTANDING
Between The
CITY OF DETROIT
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INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - E CHARTER

RE: Performance Evaluations

After considerable discussion of the subject of all management, supervisors, and workers being required to give a high quality work performance for the City of Detroit, the parties acknowledge that the City government management, serving as "the Employer" is obligated to provide adequate leadership in the operation of the City's services, and has the responsibility to require adequate performance for the public's benefit by all levels of employees whose wages are paid for with the public's resources. Furthermore, that management in that role and with such responsibilities possesses the inherent authority to express and record evaluations of the performance of all employees at all levels in the government and to utilize such in the running of the government, so long as such usage does not violate any employee's rights or the provisions of the Labor Agreement.

Dated this 13th day of April 2007


Jeffrey Keeton, Business Representative
I.U.O.E. Local 547-E


Barbara Wise-Johnson, Interim Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
Between The
CITY OF DETROIT
And The
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - E CHARTER

RE: Advanced Emergency Mobile Medical Technician Promotions

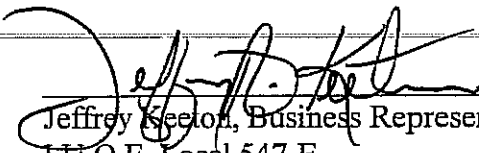
In order to facilitate the promotion of eligible Advanced Emergency Mobile Medical Technician candidates and fill the current budgeted positions, the City and the Union agree to the following:

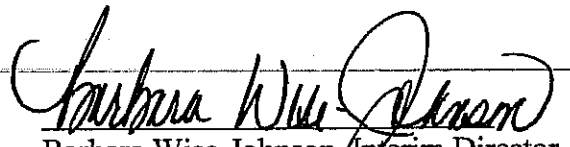
The EMS Division of the Fire Department will:

1. Immediately submit all eligible Advanced Emergency Mobile Medical Technician candidates for promotions to fill budgeted vacancies.
2. Place all eligible candidates into the Advanced Emergency Mobile Medical Technicians' internship.
3. Extend as necessary the probation period for this group of Advanced Emergency Mobile Medical Technicians to ensure a continuous six (6) month probationary period on an Advanced Life Support Unit.

The terms of this Memorandum will expire on June 30, 2001.

Dated this 13th day of April, 2001


Jeffrey Keeton, Business Representative
I.U.O.E. Local 547-E


Barbara Wise-Johnson, Interim Director
Labor Relations

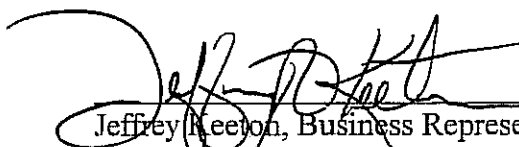
MEMORANDUM OF UNDERSTANDING
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LOCAL 547 - E CHARTER

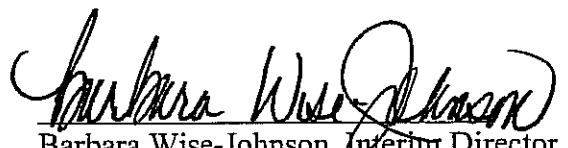
RE: Hazardous Materials Response

Bargaining unit members assigned as a Designated Hazmat Responder (DHR) shall be treated in accordance with the following:

1. Members of the bargaining unit who may be assigned as a DHR shall receive \$800 at the conclusion of each shift change (3 times per year), or \$200 for each month assigned as a DHR, or those bargaining unit members detailed to a designated hazmat response unit on a daily basis shall be paid \$10 per shift.
2. Training shall be offered to bargaining unit members on a seniority basis at no expense to the employee. If the most senior employee is denied the training opportunity, the reasons shall be given to the Union in writing. Such denial must be for substantial reasons. The Department reserves the right to schedule training while on duty or off duty on an overtime basis. Qualified personnel shall be offered the opportunity in order of seniority. Selection shall be made from members who have successfully completed appropriate training and who are otherwise eligible.
3. If there are more qualified candidates than are needed for this assignment, selection will be made based upon seniority. If there are fewer volunteers than needed, assignment shall be made based upon inverse seniority.
4. An identifying patch for bargaining unit members assigned to the Hazmat Unit shall be provided for work and dress uniforms, free of charge.
5. The City will agree to meet and discuss safety issues and other working conditions which may arise during the development of this program.
6. A baseline physical evaluation will be required for all Hazmat team members.

Dated this 13th day of April 20017


Jeffrey Keeton, Business Representative
I.U.O.E. Local 547-E

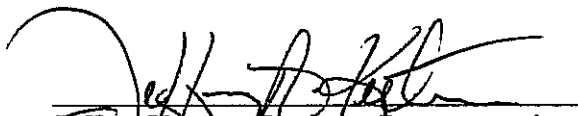

Barbara Wise-Johnson, Interim Director
Labor Relations

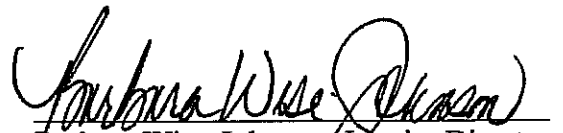
MEMORANDUM OF UNDERSTANDING
Between The
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And The
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - E CHARTER

RE: Field Training Officer/Field Training Instructor

The parties shall meet to establish formation of new position designated as Field Training Officer/Field Training Instructor, to define scope of duties and responsibilities, wages, hours, and working conditions.

Dated this 13th day of April 2008


Jeffrey Keeton, Business Representative
I.U.O.E. Local 547-E

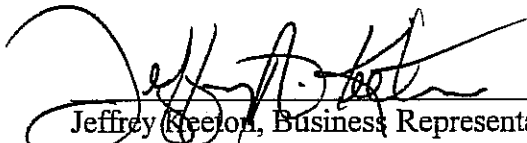

Barbara Wise-Johnson, Interim Director
Labor Relations

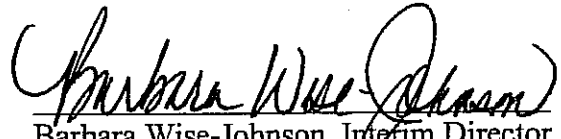
MEMORANDUM OF UNDERSTANDING
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LOCAL 547 - E CHARTER

RE: Mandatory Training

All employees must complete at least twenty-four (24) hours of mandatory training annually, sponsored by the Detroit Fire Department at the Department's discretion. This training shall be on off duty hours and the employee will be paid at the appropriate rate. Employees scheduled for mandatory training shall be notified at least two weeks in advance of the training. If an employee is scheduled for training on their off day, then they will be paid overtime at the rate of one and one half (1 ½) times regular hourly rate. The Union with the Department to discuss the type and scope of training issued to its members.

Dated this 13th day of April 2006 7


Jeffrey Keeton, Business Representative
I.U.O.E. Local 547-E


Barbara Wise-Johnson, Interim Director
Labor Relations



City of Detroit
Human Resources Department
Labor Relations Division

COLEMAN A. YOUNG
MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 332
DETROIT, MICHIGAN 48226
PHONE 313-224-3860
FAX 313-224-0738
WWW.CI.DETROIT.MI.US

October 3, 2002

Mr. Jeffrey A. Keeton, Business Representative
International Union of Operating Engineers -
Local 547-E Charter
24270 West Seven Mile Road
Detroit, Michigan 48219

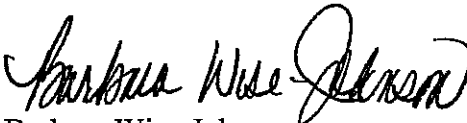
RE: Career Opportunities for EMS Personnel

Dear Mr. Keeton:

EMS employees who compete and are successful on the open-competitive examination for Fire Fighter shall be offered certification to available Fire Fighter positions in accordance with their standing on the eligible list. Where the Fire Department is sent a referral letter of eligibles with the same examination rating, the Department will give favorable consideration to selection of EMS employees on the list. Such selection of EMS employees shall not exceed four (4) persons from any referral list. This procedure will be effective with the establishment of the eligibility list for Fire Fighter after January 1, 1991.

Sincerely,

Tyrone Scott
Fire Commissioner


Barbara Wise-Johnson
Interim Labor Relations Director



City of Detroit
Human Resources Department
Labor Relations Division

COLEMAN A. YOUNG
MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 332
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PHONE 313-224-3860
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October 3, 2002

Mr. Jeffrey A. Keeton, Business Manager
International Union of Operating Engineers -
Local 547-E Charter
24270 West Seven Mile Road
Detroit, Michigan 48219

RE: Training Personnel

Dear Mr. Keeton:

This will confirm an understanding regarding employees assigned to training within the EMS Division. Effective January 1, 1991, employees assigned to formal training duties who possess an Instructor Coordinator License required by the State shall be paid sixty-five cents (65¢) an hour premium for time spent assigned to those duties.

Sincerely,

Barbara Wise-Johnson
Interim Labor Relations Director

EXHIBIT I

LAST CHANCE AGREEMENT Between The CITY OF DETROIT, FIRE DEPARTMENT

- and -

INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL 547-E CHARTER

RE: Grievance No. _____
Issue: _____
Grievant: _____

Whereas, the above-referenced individual was suspended for a thirty (30) day period from employment with the City of Detroit Fire Department effective _____, and must complete a drug rehabilitation program prior to returning to duty.

Whereas, the Detroit Fire Department will conditionally reinstate _____ to the position of Technician, provided he/she is found physically and mentally capable of performing all of the duties of the Technician classification as determined by the Detroit Fire Department and subject to the following terms and conditions being met and maintained;

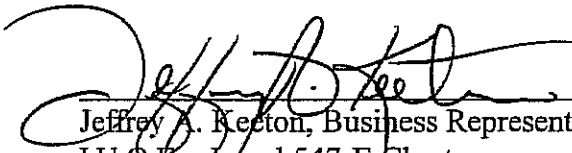
NOW, THEREFORE, it is agreed that:

1. At the execution of this Agreement, _____, shall present himself/herself to the Fire Department City's authorized medical facility for medical evaluation, including a drug screen at the direction of the Fire Department, as to his/her fitness for duty.
2. Upon clearance by the City's authorized medical facility _____, shall be returned to the Emergency Medical Services Division as a Technician.
3. ~~Once returned to the Emergency Medical Services Division, _____ will present himself/herself to the Fire Department's Personal Guidance Unit for evaluation, and agree to, as well as follow any and all directives given him/her by the Guidance Unit for a period of not more than three (3) years. Technician _____, agrees to sign appropriate forms releasing any and all information to the Fire Department as may be requested. Failure to follow Personal Guidance Unit directives are grounds for discharge.~~
4. Technician _____ shall submit to controlled substance and alcohol testing at the discretion of the Detroit Fire Department. If any such test shows a positive result for the presence of a controlled substance or alcohol, Technician _____ will be discharged from employment with the City of Detroit.
5. Technician _____ releases the City and Union from all liability and claims he/she may have had or now has with respect to his/her employment with the City of

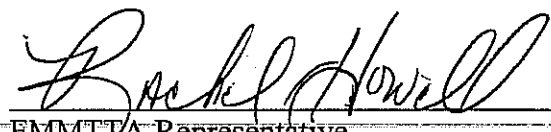
Detroit whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under the collective bargaining agreement between the City of Detroit and the International Union of Operating Engineers, EMT - Local 547-E Charter.

6. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of this settlement agreement. This settlement agreement is freely and voluntarily entered into by all parties without any duress or coercion.
7. The parties agree that this Agreement is entered into as full and final settlement of the above-referenced matter, and is to have no precedential value. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.
8. The parties assigned hereto acknowledge the right of the individual and Union to grieve, and process to arbitration any discipline imposed as a result of this Last Chance Agreement. Should a claim be processed to arbitration, Arbitrator shall have no authority to modify the penalty imposed by the Fire Department.

Dated this 13th day of April, 2006 7


Jeffrey A. Keeton, Business Representative
I.U.O.E. - Local 547-E Charter


Tyrone Scott, Fire Commissioner


EMMTTA Representative
I.U.O.E. - Local 547 - E Charter

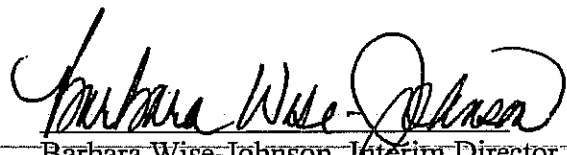

Barbara Wise-Johnson, Interim Director
Labor Relations

EXHIBIT II



City of Detroit
Human Resources Department
Labor Relations Division

COLEMAN A. YOUNG
MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 332
DETROIT, MICHIGAN 48226
PHONE 313-224-3860
FAX 313-224-0738
WWW.CI.DETROIT.MI.US

October 3, 2002

Mr. Jeffrey A. Keeton, Business Representative
International Union of Operating Engineers -
Local 547-E Charter
24270 West Seven Mile Road
Detroit, Michigan 48219

RE: Defense and Indemnification of Employees Against Damage Suits and Claims

Dear Mr. Keeton:

This letter is intended as a statement of current City policy which is set forth in Chapter 13, Article 11 of the Detroit City Code.

Sec. 13-11-1. DEFINITIONS

For the purpose of this article, the following definitions shall apply:

Employees Such term shall include, in addition to appointees as defined in the charter and all employees on the City payroll, including all physicians and dentists employed on a salaried or contractual basis by the health department, retired employees or appointive officers, and all physicians and dentists whether volunteers, staff, intern, resident or special duty, whether or not on City payrolls, assigned to patient care duties in Detroit General Hospital, whose credentials have been approved by the director of hospitals.

Official Duties Acts done pursuant to authority conferred by law or within the scope of employment or in relation to matters committed by law to the officer or employee's control or supervision or committed to the department or office under whose authority the officer or employee is acting, whether or not there is negligence in the doing of such acts.

Where there is willful misconduct or lack of good faith in the doing of any such acts, the same shall not constitute the performance of the official duties of any appointive officer or employee of the City within the operation or effect of this article. (Ord. No. 834-F, Sec. 2; Ord. No. 533-G, Sec. 1; Ord. No. 516-H, Sec. 1.)



Sec. 13-11-2. CITY COUNCIL MAY ORDER REIMBURSEMENT FOR CERTAIN CAUSES.

At the discretion of and only upon approval by the City Council, the City may pay on behalf of any City officer or employee, all or part of any sum which such officer or employee might become legally obligated to pay as damages because of:

- (a) Bodily injury, sickness or disease, including death, at any time resulting thereof, sustained by any person; or
- (b) Injury to or destruction of property, including the loss of use thereof; or
- (c) Illegal confinement, detention or other alleged injury caused by or arising out of the performance in good faith of the official duties of any such officer or employee. (Ord. No. 834-F, Sec. 1.)

Sec. 13-13-3. CONDITIONS FOR DEFENSE AND REIMBURSEMENT BY CITY.

No payment shall be made pursuant to Section 13-11-2 except under the following conditions:

- (a) When an officer or employee of the City has cause to believe that he/she may be sued by reason of, or as the result of, the performance in good faith of his/her official duties, such officer or employee shall promptly file with the Corporation Counsel a written notice of the act performed or the occurrence which gives rise to such relief, containing a statement of the facts and circumstances thereof, including names and addresses of persons who might bring suit, if known to such officer or employee, and the names and addresses of any witnesses, if likewise so known; and
- (b) Upon the receipt of any claim, demand, notice, summons or complaint, the officer or employee shall promptly forward the same to the Corporation Counsel. In addition thereto, such officer or employee shall promptly file a written request that he/she be represented by the Corporation Counsel's office in the matter. Such request shall first be submitted to the head of the department in which such officer is working. It shall then be the duty of the department head to transmit the request for representation to the Corporation Counsel, along with the department head's recommendation as to whether or not the officer or employee should be represented.
- (c) The officer or employee shall cooperate with the Corporation Counsel, and upon the request of the Corporation Counsel shall attend hearings and trials and assist in effecting settlements, securing and giving evidence and obtaining the attendance of witnesses. However, such officer or employee shall not, except, at his/her own cost, voluntarily make any payment, assume any obligation or incur any expense in connection therewith; and



- (d) The officer or employee shall consent to and concur in any compromise or settlement of the claim or suit against him; and
- (e) The City Council must find and determine that the claim, demand, or suit against the officer or employee arises out of or involves the performance in good faith of the official duties of the officer or employee involved.
- (e) Whenever an elected official or appointee or former elected official or appointee has cause to believe that he/she may be the subject of a criminal investigation, or is indicted, by reason of, or as the result of, the performance in good faith of his/her official duties for the City of Detroit, such official or appointee shall promptly file with the Corporation Counsel a written notice of the act performed or the occurrence which gives rise to such belief, containing a statement of the facts and circumstances thereof, including names and addresses of persons who might bring suit, if known, and the names and addresses of any known witnesses. As to other City employees or former City employees, eligibility for representation shall be made on a case by case basis.

Sec. 13-11-4. REPORT TO CITY COUNCIL BY CORPORATION COUNSEL.

Whenever the Corporation Counsel receives from any City officer or employee, any claim, demand, notice, summons or complaint with such officer or employee's request for representation by the Corporation Counsel with the recommendation of the head of the department as provided in subsection (b) of section 13-11-3, the Corporation Counsel shall promptly transmit to the City Council a report on the matter, together with his/her recommendation as to whether or not the Corporation Counsel should represent the officer or employee as requested, and whether or not the City Council should find and determine that the claim, demand or suit against the officer or employee arises out of or involves the performance in good faith of the official duties of such officer or employee (Ord. No. 834-F, Sec. 4.)

Sec. 13-11-5 DETERMINATION BY CITY COUNCIL

Upon receipt from the Corporation Counsel of the report and recommendation provided for in section 13-11-4, the City Council shall consider and determine whether the corporation council shall represent the officer or employee in the matter and find and determine whether or not the claim, demand or suit arises out of or involves the performance in good faith of the official duties of such officer or employee. However, pleading such determination by the City Council, the Corporation Counsel shall represent any officer or employee making request therefore which had been approved by the head of the department as provided in subsection (b) of section 13-11-3.



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EXHIBIT II

The finding and determination by the City Council as to whether or not any such claim, demand or suit arises out of or involves the performance in good faith of the official duties of such officer or employee shall be binding and final. (Ord. No. 834-F, Sec. 5,6.)

Sec. 13-11-6. PAYMENTS BY CITY TO BE REDUCED BY EMPLOYEE'S INSURANCE.

In the event a City officer or employee has valid and collectible insurance covering or protecting against liability as covered by this article, payment under this article shall be limited to amounts in excess of the limits of such insurance. (Ord. No. 834-F, Sec. 7.)

Sec. 13-11-7. CITY TO BE SUBROGATED TO RIGHTS OF EMPLOYEES: EXECUTION OF INSTRUMENTS AND PAPERS BY EMPLOYEES.

No payment shall be made by the City pursuant to this article unless the City is subrogated to all rights of recovery therefore against any person, firm corporation, organization or Union and unless the officer or employee on whose behalf payment is made executes and delivers to the City instruments and papers and does whatever else is necessary to secure such rights to the City. (Ord. No. 834-F, Sec. 8.)

Sec. 13-11-8. DUTY OF EMPLOYEES TO MAINTAIN AUTOMOBILE INSURANCE.

The article shall not relieve any officer or employee from securing and keeping in force the insurance required to be provided by section 13-11-7 governing the use of privately owned automobiles while used in the performance of their official duties (Ord. No. 834-F, Sec. 9).

Sincerely,

Barbara Wise-Johnson
Interim Labor Relations Director

EXHIBIT III

Emergency Medical Service Bulletin No. 9-8

RE: Lunch Periods

Medic Units having lunch will adhere to the following:

- Lunch shall be eaten in your district.
- You shall dine in a licensed restaurant or at quarters.
(Exceptions: Where alcohol is served and private establishments.)
- The shift must be at least one-third over before taking lunch.
- You shall remain in service and call central office from the eating place by prep radio and inform them you are on the prep.

When returning from another district, it is permissible to stop at a drive-in facility on the way to your district.

There will be no deviation from this policy.

EXHIBIT IV
SUBSTANCE ABUSE DISCIPLINARY GUIDELINES

OFFENSE	PENALTY	RETENTION	OTHER CONDITIONS OF EMPLOYMENT
Alcohol - testing positive .02 Marijuana - Testing positive without being involved in injury to life or damage to property.	1 st offense - 72 Working hours suspension 2 nd offense - Discharge	Three (3) Years	1 st offense - Referral to EAP for assessment and treatment as needed. 2 nd offense, see Substance Abuse Policy
Alcohol - testing positive .04 or more	1 st offense - discharge	None, unless the City exercises its discretion to execute a LCA, then Five (5) years.	
Alcohol - Drinking on duty Marijuana - Testing positive in situations where there is injury to life or damage to property	1 st offense - 29 day suspension 2 nd offense - discharge	Three (3) Years	1 st offense - Referral to EAP for assessment and treatment as needed. Also, see Substance Abuse Policy No. 10.
Using or being under the influence of alcohol and/or illegal or controlled substances off duty in complete uniform or partial uniform.	1 st offense - 48 Working hours suspension 2 nd offense - 96 Working hours suspension 3 rd offense - discharge	Three (3) Years	2 nd offense - Referral to EAP
Use, sale, delivery, or unauthorized possession of illegal or controlled substances by employees while on duty.	1 st offense - discharge	Not applicable, unless the City exercises its discretion to execute a LCA then Five (5) years.	Referral to EAP Also see Substance Abuse Policy No. 10.
Testing positive for illegal or controlled substances (other than marijuana) unless prescribed by an physician.	1 st offense - discharge	Not applicable, unless the City exercises its discretion to execute a LCA then Five (5) years	Referral to EAP Also, see Substance Abuse Policy No. 10.
Refusal to submit to alcohol or drug testing while on duty or off duty in complete uniform or partial uniform.	1 st offense - discharge	Not applicable, unless the City exercises its discretion to execute a LCA then Five (5) years	

PENALTY GUIDELINES FOR VIOLATIONS OF THIS POLICY In order that employees of the Department are on notice of the seriousness with which the Department regards violations of this policy, penalty guidelines are set forth above. These guidelines are designed to cover the most common infractions. They are not meant to be all inclusive. They are to serve as a guide to insure consistency and fairness in the treatment of employees. Moreover, Settlement Agreements/Last Chance Agreements may contain additional conditions of employment. It is understood that failure to report and/or investigate is considered neglect of duty.

EXHIBIT V
WORKPLACE VIOLENCE DISCIPLINARY GUIDELINES

OFFENSE	PENALTY	RETENTION PERIOD	OTHER CONDITIONS OF EMPLOYMENT
Threatening physical harm or injury against another person with the intent to frighten or intimidate the person.	1 st offense - 48 work hour suspension 2 nd offense - discharge	Three (3) Years	Referral to E.A.P.
Horseplay: rough or boisterous behavior which is abusive to or denigrates others, causes damage to department property, or results in injury to one's self or others.	1 st offense - 48 work hour suspension 2 nd offense - discharge	Three (3) Years	Referral to E.A.P.
Fighting, assault, or other physically violent acts intended to injure, frighten or intimidate another person. <i>Note: Whether or not a person was a willing participant in a physical confrontation may be a mitigating factor. However, a person who incited another person to a violent reaction as a result of intemperate or abusive language, or acts of harassment, will not be exonerated.</i>	1 st offense - 48 work hour suspension <i>(Employee may be discharged on the 1st offense depending on the severity of the offense)</i> 2 nd offense - discharge	Three (3) Years	Referral to E.A.P.
Unauthorized use or possession of a firearm or wielding any weapon or object that is intended to inflict harm or injure a person while on duty or on City property.	1 st offense - discharge	Permanent	

PENALTY GUIDELINES FOR VIOLATIONS OF THIS POLICY In order that employees of the Department are on notice of the seriousness with which the Department regards violations of this policy, penalty guidelines are set forth above. These guidelines are designed to cover the most common infractions. They are not meant to be all inclusive. They are to serve as a guide to insure consistency and fairness in the treatment of employees. Moreover, Settlement Agreements/Last Chance Agreements may contain additional conditions of employment. It is understood that failure to report and/or investigate instances of workplace violence is considered neglect of duty.

EXHIBIT VI
I.O.U.E EMMTA - Local 547E-Charter
Representation/Salary Schedule

CLASSIFICATION	July 1, 2001- June 30, 2003		2% Effective July 1, 2003		2% Effective July 1, 2004	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Emergency Medical Technician	\$12.48	\$16.97	\$12.73	\$17.31	\$12.99	\$17.66
Emergency Medical Technician Specialist	\$17.49	\$18.00	\$17.84	\$18.36	\$18.20	\$18.73
Paramedic	\$19.41	\$20.69	\$19.80	\$21.11	\$20.20	\$21.54

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

EXHIBIT VII Holiday Schedule

HOLIDAY	2001-2002	2002-2003	2003-2004	2004-2005
Independence Day	Wednesday, July 4, 2001	Thursday, July 4, 2002	Friday, July 4, 2003	Monday, July 5, 2004
Labor Day	Monday, September 3, 2001	Monday, September 2, 2002	Monday, September 1, 2003	Monday, September 6, 2004
Election Day*	Tuesday, November 6, 2001	Tuesday, November 5, 2002	No Election (Extra Swing Holiday)	Tuesday, November 2, 2004
Veterans Day*	Monday, November 12, 2001	Monday, November 11, 2002	Tuesday, November 11, 2003	Thursday, November 11, 2004
Thanksgiving Day	Thursday, November 22, 2001	Thursday, November 28, 2002	Thursday, November 27, 2003	Thursday, November 25, 2004
Day After Thanksgiving*	Friday, November 23, 2001	Friday, November 29, 2002	Friday, November 28, 2003	Friday, November 26, 2004
Christmas Eve (8 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 (8 hours)*	Monday, December 31, 2001	Tuesday, December 31, 2002	Wednesday, December 31, 2003	Friday, December 31, 2004
New Year's Day	Tuesday, January 1, 2002	Wednesday, January 1, 2003	Thursday, January 1, 2004	Monday, January 3, 2005
Martin Luther King's Birthday	Monday, January 21, 2002	Monday, January 20, 2003	Monday, January 19, 2004	Monday, January 17, 2005
Good Friday (eight hours)*	Friday, March 29, 2002 (4 hrs)	Friday, April 18, 2003 (4 hrs)	Friday, April 9, 2004 (4 hrs)	Friday, March 25, 2005 (4 hrs)
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.