

MASTER AGREEMENT

BETWEEN THE

CITY OF DETROIT

AND THE

**DETROIT FIELD ENGINEERS'
ASSOCIATION**

1998-2001

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DETROIT FIELD ENGINEERS ASSOCIATION**

TABLE OF CONTENTS

ARTICLE NUMBER		PAGE NUMBER
	Agreement	1
	Purpose and Intent	1
1.	Recognition of Association	1
2.	Management Rights and Responsibilities	2
3.	Agency Shop	2
4.	Grievance Procedure	4
5.	Interference with Work	7
6.	Maintenance of Conditions	7
7.	Seniority	8
8.	Probation Periods	8
9.	Affirmative Action	9
10.	Reduction in Force	9
11.	Other Conditions of Employment	14
12.	Jury Duty	14
13.	Funeral Leave	14
14.	Holidays and Excused Time off	15
15.	Private Car Mileage Reimbursement	17
16.	Death Benefits and Life Insurance	19
17.	Hospitalization, Medical, Dental, and Optical Care Insurance	21
18.	Unemployment Compensation - Supplemental Unemployment Benefits	24
19.	Retirement	26
20.	Unused Sick Leave on Retirement	30
21.	Clothing Allowance	30
22.	Wages	30
23.	Miscellaneous	32
24.	Vacations	33
25.	Workers' Compensation	35
26.	Sick Leave	37
26.	Longevity Pay	39
27.	Rates for New Positions	40
28.	Recovery of Overpayments	41
29.	Tuition Refund	41
30.	Cooperation in Validation Studies	42
31.	Temporary Assignments	42
32.	Contractual Work	44
33.	Savings Clause	44
34.	Content	44
35.	Duration, Modification, and Termination	45
	 SIGNATURE PAGE	 45

**1998-2001 MASTER AGREEMENT BETWEEN THE CITY OF DETROIT AND
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TABLE OF CONTENTS

**PAGE
NUMBER**

MEMORANDUM OF UNDERSTANDING:

RE: Labor/Management Committee	46
RE: Precedence if ADA & MHCRA Obligations to Disabled Persons	47
RE: 125K Program	49
RE: Non-Field Personnel/Flexitime	50
RE: Implementing the Work Performance Program	51
RE: Surveyor Classifications	54
EXHIBIT I - REPRESENTATION/WAGE SCHEDULE	56
EXHIBIT II - HOLIDAY SCHEDULE	57

AGREEMENT

This Agreement is entered into between the City of Detroit, a Michigan Municipal Corporation (hereinafter referred to as the Employer or the City), and the Detroit Field Engineers' Association (hereinafter referred to as the Association).

PURPOSE AND INTENT

- A. The general purpose of this Agreement is to set forth wages, hours, terms and conditions of employment for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the City of Detroit in its capacity as an Employer, the Employees, the Association, and the citizens of the City of Detroit.
- B. The parties recognize that the interest of the community and the job security of City employees depend upon the employer's success in establishing: (1) a safe environment, (2) a business climate which fosters economic growth and business expansion, (3) a government which provides essential, efficient and user-friendly services and (4) a government which maintains fiscal responsibility.
- C. To these ends the Employer and the Association encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.
- D. It is agreed by the City and the Association that the City is legally and morally obligated to provide equality of opportunity, consideration, and treatment of all employees of the City and, accordingly, to establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all persons employed in the bargaining unit in all phases of the employment process, without regard to race, color, creed, national origin, age, political orientation, sex, sexual orientation, marital status, or disability in accordance with applicable state and federal laws.

1. RECOGNITION OF ASSOCIATION

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

2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

Consistent with the express terms of this Agreement:

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

- B. The City reserves the right to discipline and discharge for just cause. The City shall have the right to determine reasonable schedules of work and to establish the method and processes by which such work is performed, including revising for the purpose of standardizing policies and procedures and personnel and payroll practices throughout various and/or all groups of employees and departments, provided they do not conflict with the terms of this Agreement. The Association shall have the right to grieve on the interpretation and application of these provisions.

- C. The City reserves the right to establish and periodically change reasonable rules governing the conduct of its employees and to affix penalties for the violation of such rules. The Union shall have fifteen (15) days to grieve the reasonableness of any such rules, together with the penalty attached thereto, after a copy is received by the Local Union President. Any grievance challenging the reasonableness of a rule or penalty assigned thereto shall be processed initially at Step 3 of the Grievance Procedure.

- D. Except as specifically abridged, delegated, granted or modified by this Agreement, or any supplementary agreements that may hereafter be made, all of the rights, powers, and authority the City had prior to the signing of this Agreement are retained by the City and remain exclusively and without limitations within the rights of the City.

3. AGENCY SHOP

- A. Employees are free to join or not to join the Association. Employees who are members of the recognized bargaining unit but who are not members of the Association may join the Association by initiating their Association application form and dues deduction authorization form.
- B. The City agrees to deduct from the wages of an employee, who is a member of the Association, all Association membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the City provided that said form shall be executed by the employee. The written authorization for Association dues deduction

shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Finance Department and to the Association.

- C. Any person certified and employed with the City on/or after October 11, 1947, who is not a member of the Association and who does not make application for membership within ninety (90) working days from the effective date of this Agreement or from the date they first became a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Association a service fee as a contribution towards the administration of this Agreement.

~~Employees who fail to comply with this requirement shall be discharged within thirty (30) working days after receipt of written notice by the employing department from the Association, unless otherwise notified by the Association in writing within said thirty (30) working days, and provided that the Association shall release the department from fulfilling the obligation to discharge if during such thirty (30) working day period the employee pays the membership dues or service fee retroactive to the due date and confirms his/her intention to pay the required membership dues or service fee in accordance with this Agreement.~~

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

- G. The Association shall refund to employees, dues and service fees erroneously deducted by the City and paid to the Association. The City may offset any amount erroneously or improperly deducted and paid to the Association from any subsequent remittance to the Association.
- H. The Association agrees that in the event of litigation against the City, its agents or employees arising out of this provision, it will co-defend and indemnify and hold harmless the City, its agents or employees from any monetary award arising out of such litigation.

4. GRIEVANCE PROCEDURE

The grievance procedure contained in this Agreement shall be the exclusive grievance procedure for all members of the bargaining unit. Should differences arise between the City and the Association, an earnest effort shall be made to resolve such differences promptly and the following procedures shall be adhered to:

Step 1: An employee who believes he/she has been unjustly dealt with may discuss his/her complaint with his/her supervisor, with or without his/her designated representative. In the event the employee desires that his/her representative be present, he/she shall make his/her request through the supervisor and the supervisor shall make the necessary arrangements.

Step 2: In the event the grievance is not settled orally by the supervisor, the representative shall submit the grievance in writing to the division head within ten (10) working days from the date of the alleged violation. The employee and the representative shall sign the grievance forms. The grievance form must indicate a statement of the grievance and the facts upon which it is based, the sections of this Agreement that it alleges to have been violated, and the remedy or correction requested. A meeting with the division head or his/her representative will be promptly arranged with the aggrieved employee, and his/her representative, to review the dispute and a decision will be rendered within five (5) working days of the meeting. The decision in Step 2 shall be final and the case shall be considered settled on the basis of the division head's decision, unless an appeal is made, in writing, within five (5) working days of said decision.

Step 3: If the grievance is not satisfactorily resolved in "Step 2", the decision may be appealed to the department head or his/her designated representative. A meeting between at least two (2) but not more than three (3) representatives of the Association and at least two (2) but not more than three (3) representatives of the City shall be promptly arranged to hear the grievance. The department head or his/her designated representative shall give a decision, in writing, within ten (10) working days of the meeting. Management's written answer to the Third Step meeting shall briefly state the factors considered by management in its decision regarding the grievance.

Step 4 - Grievance Panel: In the event of the failure of the above steps in the grievance procedure to resolve a dispute, the matter shall be referred within fifteen (15) days to the grievance panel consisting of not more than three (3) nor less than two (2) Association representatives and not more than three (3) nor less than two (2) City officials. The Association's written appeal to the fourth step shall state the facts in dispute and/or reasons for dissatisfaction with management's third step answer.

If the grievance is not settled at Step 4, it may be referred to arbitration (Step 5) within ten (10) working days from the date of receipt of the City's answer at Step 4. All grievances not referred to Step 5, arbitration within the prescribed time limits shall be considered settled based on the City's last answer.

Any grievance under this Agreement which is not filed in writing within ten (10) working days after the grievance arises shall not be considered a grievance. Any grievance not appealed in writing from a decision at Step 2 to Step 3 within five (5) working days or from a decision at Step 3 to Step 4 within fifteen (15) working days shall be considered settled on the basis of the last answer to the grievance.

The Association may withdraw a grievance at any step of the grievance procedure. If a grievance is not scheduled or answered by management within the prescribed time limits, the Association 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 sixty (60) calendar days of the date that management was required to answer.

STEP 5 - ARBITRATION: Any unresolved grievance which relates to the interpretation, application or enforcement of a specific article or section of this Agreement which has been fully processed through the last step of the grievance procedure may be submitted to arbitration by the party filing the grievance in strict accordance with the following:

1. Arbitration shall be invoked by written notice to the other party of the intent to arbitrate. If the parties are unable to agree upon an ad hoc arbitrator within seven (7) working days of such notice, the City will secure a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties will then meet to mutually agree upon an Arbitrator from the list.
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 and authority to make any decision:
 - a. Contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement.
 - b. Concerning the discipline or discharge of employees for engaging in a strike, slowdown or stoppage of work who exercises his/her right under Section 6 of Act 379 of the Public Acts of 1965 as amended, or concerning grievances of employees appealed to the Mayor pursuant to provisions of the Detroit City Charter or applicable State Veteran Law.
 - c. Granting any wage increases or decreases.

- d. Granting any right or relief for any period of time whatsoever prior to the effective date of this Agreement.
 - e. Contrary to the City's right to establish, adopt, amend, promulgate and enforce uniform work rules for its departments.
 - f. Relative to position classification whether permanent or temporary. The parties recognize this is within the sole jurisdiction of the Human Resources Department.
 - g. Concerning complaints filed with state or federal civil rights enforcement agencies alleging violation of equal employment opportunity.
3. The arbitrator shall have no authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretion which by state law or City Charter the City cannot delegate, alienate or relinquish.

 4. The City in no event shall be required to pay back wages for more than five (5) calendar days prior to the date a written grievance is filed. In the case of a pay shortage of which the employee could not have been aware before receiving his/her pay, any adjustment shall be retroactive to the beginning of the pay period covered by such pay if the employee files his/her grievance within five (5) calendar days after receipt of such pay.
 5. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to his/her removal from the City payroll, and payments from Unemployment Insurance, Social Security Disability, Welfare, Aid to Dependent Children, City-funded Long Term Disability Insurance, Sickness and Accident Insurance and Automobile Accident Income Replacement Insurance. Where appropriate, the City shall reimburse those agencies and insurance funds so as to not affect the employee's equity therein.
 6. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case.
 7. The arbitrator's decision shall be final and binding on the Association, all employees covered by this Agreement, and on the City. But, the City or the Association may challenge the award if it was not made in accordance with the arbitrator's jurisdiction and authority under this statement.
 8. 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.
 9. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. The City shall release without loss of time or pay, the aggrieved employee and the Association President only.

10. Except as specifically provided, the parties understand and agree that in making this contract they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Contract and which are not excluded from arbitration.

5. INTERFERENCE WITH WORK

- A. ~~The Association agrees to refrain from engaging in any strike, work stoppage, slowdown or interference of any kind with the operations of the City during the term of this Agreement.~~

The City will not lockout any employee during the term of this Agreement. However, if any employee is unable to work because equipment or facilities are not available due to a strike, work stoppage, slowdown or other interference by other employees, such inability to work shall not be deemed a lockout under the provisions of this section.

- B. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the ~~primary picket line of the Association party to this Agreement, except that the City shall not~~ be required to pay the wages of employees who shall refuse to report for and be willing to work on City property. Provided, however, that such refusal shall in no way be detrimental to the public health or safety. However, the employee cannot be ordered to cross a picket line if such action could result in adverse affect of the personal safety of the employee, nor shall employees be required to do work normally done by striking members of other labor organizations.
- C. Any alleged violation of A and B above is subject to an immediate hearing of the Appeal and Review Board after Steps 1 and 2 are complied with.

6. MAINTENANCE OF CONDITIONS

Wages, hours and conditions of employment properly in effect at the execution of this Agreement, shall, except as improved herein, be maintained during the term of this Agreement. It is understood that conditions maintained are those of minor benefit only.

7. SENIORITY

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) calendar days of such certification, shall have their date of hire recorded as their date of seniority and certification. *NOTE: Seniority is not the same as "service time" as utilized for the various economic benefits.*

Seniority, as defined above and in accordance with the Rules of the Human Resources Department incorporated herein by reference is established primarily to serve as a basis for determining the order of demotion or layoff in the event of a reduction in force and the re-employment rights of employees.

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

8. PROBATION PERIODS

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

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

- E. When an employee satisfactorily completes the probationary period, he/she shall be entered on the seniority list of the Association for the classification in which he/she is employed.

9. AFFIRMATIVE ACTION

- A. ~~The City and the Association agree to cooperate in a policy of equal opportunity for all employees, to continue to prohibit discrimination because of race, color, creed, religion, national origin, age, political orientation, sex, sexual orientation, marital status, or disability in accordance with applicable state and federal laws, and to promote a full realization of equal employment opportunity through a positive and continuing effort.~~
- B. The City agrees to periodically provide the Association 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 City further agrees that a crucial part of an effective affirmative action program is a development of an effective training and education program designed to provide existing minority employees maximum opportunity to advance so as to perform at their highest potential.~~
- D. The City maintains an Affirmative Action Unit within its Human Resources Department. Representatives of this Unit shall be available to meet with representatives of the Association to exchange information and discuss affirmative action activities.

10. REDUCTION IN FORCE

The City reserves the right to reduce the work force for lack of work or lack of funds, or the occurrence of conditions beyond the control of the City, or where the continuance of work would be wasteful or unproductive; provided such actions do not conflict with the terms of this Agreement. In the event of a Reduction in Force, the procedure shall be as follows:

SECTION 1 - REDUCTION IN FORCE TERMS DEFINED

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

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

- B. A **layoff** due to reduction in force is the removal of an employee from a position in a department and from the classified service of the City of Detroit, subject to the recall rights provided under this Rule.
- C. A **demotion** due to reduction in force is the removal of an employee from a position in a class in a department by change of status to a position in a lower class.
- D. A **transfer** due to reduction in force is the removal of an employee from a position in a class in a department by change of status to a position in another class which is at the same level.
- E. A **voluntary layoff** is a removal of an employee from the classified service of the City of Detroit which is made at the request of and for the convenience of the employee.
- F. Unless otherwise indicated, **seniority** shall mean total city seniority as determined in accordance with Human Resources Department Rules.
- G. An employee acquires **status** in the classified service by certification in accordance with Section 6-510 of the City Charter and Human Resources Department Rules III and IV.
- H. An employee who is certified, promoted, transferred, or demoted to a position in a class on a regular permanent basis or permanent-subject to continuing availability of program funding, acquires **permanent status** in the class, provided he/she has satisfied all qualification requirements of the class including completion of any required probation period. An employee can have permanent status in only one (1) class at a time.
- I. An employee who is certified, promoted, transferred or demoted to a position in a class only for a specified term or conditional event, or where the certification or status change states that such employment is limited to assignment on a particular project, acquires **limited-term status** in the class.

SECTION 2 - ORDER AND MANNER OF REDUCTION

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

- A. Within the department, the following categories of employees shall be removed first:
 - 1. Provisional employees shall be separated by terminating their services; provided, however, that employees provisionally employed in the class who hold permanent status in some other class shall revert to the class in the department from which they were provisionally promoted or transferred.
 - 2. Employees who have not completed their initial probationary period shall be laid off in accordance with their seniority, the least senior employees being laid off first.

3. Employees hired on a limited-term basis shall be laid off in accordance with their seniority, the least senior employee being laid off first.
- B. In the event it is necessary to reduce the number of permanent status employees in the class, the order of removal shall be as follows:

1. Employees in the class on a limited-term basis and employees in the class on a permanent basis who have not completed the required probationary period, but who hold permanent status in some other class, shall revert to the class in the department from which they were promoted or transferred. Removal shall be in accordance with their total city seniority, the least senior employee to be removed first.
2. Employees in the class on a permanent basis shall be removed in accordance with their total city seniority, the least senior employee to be removed first. Such employees shall be laid off subject to the following demotion or transfer rights within the department:

- a. **Demotion in Series** If the employee is in a class in an occupational series, the employee shall have the right to be demoted to a position in a lower class in the series, provided there are one (1) or more employees in the lower class in the department having less total city seniority. (The least senior employee displaced as a result shall be subject to demotion, transfer or layoff in accordance with applicable provisions of this Rule.)

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

- b. **Demotion or Transfer to a Formerly-Held Class** If the employee has previously held permanent status in another class not in series which is at the same or lower level, the employee may elect demotion or transfer to such class, provided there are one (1) or more employees in the class in the department having less total city seniority. (The least senior employee displaced as a result shall be subject to demotion, transfer or layoff in accordance with applicable provisions of this Rule.)

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

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

SECTION 3 - CITY-WIDE DISPLACEMENT

Employees with permanent status who have been laid off in a class from a City department shall displace employees of the same classification in those categories listed in Paragraph A of Section 2 on a city-wide basis. In addition, laid off permanent employees who have one (1) or more years of classified service shall displace other permanent employees in the same classification of lesser seniority on a city-wide basis; and if there are no lesser seniority employees in the same classification, shall have the right to displace lesser seniority employees in a lower class in the same occupational series. Employees who fail to exhaust their eligibility for demotion to the next lower class in series in their department shall lose their eligibility for city-wide displacement. (Least senior employees displaced under this section shall be subject to demotion, transfer or layoff in accordance with applicable provisions of this Rule.)

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

SECTION 4 - REEMPLOYMENT PROCEDURES

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

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

- B. Laid off employees who elect layoff in lieu of demotion in series shall be placed on the preferred eligible list for the class in which they were laid off and shall be recertified to available vacancies in this class in the order of their total city seniority from the list.
- C. Laid off employees shall be placed on preferred eligible lists for all other classes in which they have held permanent status and shall be offered certification to available vacancies in these classes in the order of their total city seniority from such lists, provided that employees who were laid off in such classes have been first recalled. Should a laid off employee on a preferred eligible list waive an offer of employment to a position in the class, his/her right to remain on that list shall terminate.
- D. In the absence of a preferred eligible list for a class, laid off employees shall be certified to requisitions for positions in such class from higher, equivalent or allied lists which have been determined to be appropriate by the Human Resources Director.

- E. Reemployment provisions in this article do not apply to persons laid off and separated from City employment for a period of four (4) years.

SECTION 5 - EFFECT OF JURISDICTIONAL LINES

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

SECTION 6 - EMPLOYEES HOLDING MULTIPLE TITLES

In determining an employee's rights under this Rule, an employee can have permanent status in only one (1) class at a time. An employee who carries a multiple title shall have permanent status in the lowest class of his/her multiple title or the class in which he/she last held permanent status on a single title basis, unless there is a contractual agreement which otherwise identifies the class in which the employee has permanent status, or official action is taken designating such class based upon the nature and history of the employment. Such agreement or official action must be completed at least ninety (90) days prior to the announcement of the reduction in force.

SECTION 7 - CONDITIONAL WAIVER OF EMPLOYEE RIGHTS

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

SECTION 8 - PREEMPTIVE LAYOFF REQUESTS

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

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

SECTION 9 - STATUS CHANGES IN ANTICIPATION OF LAYOFFS

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

SECTION 10 - RETENTION OF REEMPLOYMENT RIGHTS

To remain eligible for reemployment rights provided for under Section 4, laid-off employees must continue to maintain their residency in the City of Detroit or other approved area if applicable, unless specific permission to temporarily move out of the City is granted by the Human Resources Director. Failure to obtain such approval prior to establishing residence outside of the City of Detroit shall result in removal of the employee's name from all reemployment lists.

In the event there is a dispute as to the laid-off employee's residence under the above provision, the employee may request a residence investigation hearing as provided in Rule XII - Residence and Citizenship.

11. OTHER CONDITIONS OF EMPLOYMENT

Fringe benefits and working conditions except as otherwise expressly provided herein, shall be in accordance with the City Charter, Ordinances, Resolutions and Human Resources Department Rules as adopted by the Civil Service Commission.

12. JURY DUTY

- A. An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay for all days he/she is required to serve on jury duty in accordance with the City Council Resolution of March 16, 1965, J.C.C., page 459, as amended.
- B. Jury duty shall be considered as time worked.

13. FUNERAL LEAVE

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

- C. If a death occurs among the relatives of the employee, the employee will be granted one (1) day leave, not to be charged to sick leave provided he/she attends the funeral. If the funeral which the employee attends is more than 300 miles from the City of Detroit, upon his/her request the employee may extend the leave by two (2) days to be charged against current sick leave and then reserve sick leave.
- D. **Definition of Relatives:** Relatives are defined as grandson, granddaughter, grandmother, grandfather, brother-in-law, sister-in-law, uncle, aunt, mother-in-law, and father-in-law.

14. HOLIDAYS AND EXCUSED TIME OFF

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

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

- B. Employees shall receive eight (8) hours straight time pay for the above mentioned holidays. Where a holiday is concurrent with the employee's sixth or seventh work day, the department head shall have the option of paying for the holiday or granting equivalent time off with pay. When the City elects to give the employee time off, said time shall be granted at the request of the employee with the approval of the department head.
- C. An employee shall be eligible for Holiday Pay or Excused Time Day Pay provided he/she shall have received at least eight (8) hours of pay exclusive of overtime in the calendar week prior to, during or after the holiday or excused time day; provided the employee continues on the payroll through the holiday or excused time day in question and would otherwise be qualified for the holiday or excused time day.

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

- D. If an employee is absent without just cause on a holiday or excused time day on which he/she is scheduled to work, he/she shall receive no pay for the holiday.
- E. Double time will be paid for all hours worked on a holiday in addition to the straight time holiday pay due for a holiday as such.

- F. Premium payments shall not be duplicated for the same hours worked.
- G. Employees shall be granted four (4) hours of excused time on Good Friday or the last four (4) hours on the last scheduled paid day prior to Good Friday, and eight (8) hours of excused time on the last scheduled paid day before Christmas Day and before New Year's Day and for Veteran's Day, and the day after Thanksgiving, and Election Day as designated by the City Council, or an additional swing holiday in the event there is no designated Election Day, provided they are on the payroll through the excused time day in question. Employees required to work any portion of the excused time on these days will receive either equal time off for hours worked or additional pay at straight time for such hours at the option of the department head. No holiday premium will be paid for work on these days. When an employee is absent without good cause for the non-excused portion of the day, he/she shall forfeit this excused time for the day.
- H. For the purpose of this article, an employee shall be considered off the payroll if he/she engages in a work stoppage which extends through a holiday or excused time day. All benefits under this article will be forfeited for the holiday or excused time in question.
- I. If a holiday or excused time day falls on Saturday it shall be observed on the preceding Friday, and if a holiday or excused time day falls on Sunday it shall be observed on the following Monday for all employees except those assigned to six and seven day operations. Should two (2) consecutive holidays or excused time days occur on a Friday and Saturday, or on a Sunday and Monday, Friday and Monday, respectively, shall be designated as the official holidays.
- J. If an employee engaged in six or seven day operations works either the actual calendar holiday or the substitute holiday, he/she shall receive the holiday premium, but he/she will not be allowed to pyramid holiday premium for working both days.
1. An employee assigned to a six or seven day operation may be scheduled off for the holiday on either the calendar holiday or the substitute holiday.
 2. When an employee works both the calendar holiday and the substitute holiday, the day selected as a holiday for pay purposes shall be the day which allows the employee the maximum pay credit for working both days.
 3. If an employee works either the calendar holiday or the substitute holiday, but not both, he/she shall be paid holiday premium for the day worked.
 4. If an employee is off sick on the calendar holiday, or the substitute holiday, or both, he/she shall receive holiday pay in lieu of sick pay on one (1) of the two (2) days. If he/she works either of the two (2) days he/she shall receive holiday premium.
 5. If an employee is AWOL on the actual calendar holiday, but works the substitute holiday, he/she shall not be entitled to holiday pay or holiday premium.

- K. The City shall have the option to close all or part of its facilities for the Christmas and New Year's holiday season consistent with operating needs and the public service. Employees shall have the option of using vacation, swing holidays, compensatory time or no-pay for any days off during this period. If an employee has none of the above listed accrued time, departmental leave may be used if available. If an employee has no paid time accrued, and wishes to work, the City will make every attempt to place an employee in his/her department on a job assignment consistent with their job classification and ability to perform the work.

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

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

December 28, 29, 30, 1998

December 28, 29, 30, 1999

December 26, 27, 28, 2000

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

15. PRIVATE CAR MILEAGE REIMBURSEMENT

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

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

- B. **Definition of Reimbursable Mileage**

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

3. Trips from headquarters (or from the designated starting point if he/she has no headquarters) to a job, from job to job, and if directed, back to headquarters or starting point, shall constitute reimbursable mileage.
4. For those employees who do not report to a specific headquarters, or starting point on any given day, mileage in excess of 15 miles from home directly to a job at other than headquarters or starting point at the start of the work day and mileage in excess of 15 miles from a job located at other points than headquarters or starting point to home at the end of work day shall constitute reimbursable mileage.

C. **Accident Payments** When an employee is involved in an accident while on City business resulting in damage to his/her automobile in excess of \$50, the City will pay for unrecoverable collision damage in excess of \$50 not to exceed \$250. Employees must furnish proof to their department of the time of an accident and the extent of the damages. Automobile accidents will be excluded from the City's regular small claims program.

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

E. When an employee covered by this Agreement is regularly assigned to a job which requires the use of an automobile during his/her normal working hours, he/she shall be required to furnish said car. Other employees may be requested to use their cars when their job assignment requires the use of an automobile.

However, the City and the Association agree that in the event an employee cannot furnish the automobile as required for the job, for a limited period of time, the Association and the department will meet if deemed necessary, in order to discuss possible alternative assignments for the employee during this period.

F. Employees receiving private car mileage may be required to transport other employees and equipment without additional compensation.

G. In order to receive mileage reimbursement an employee must actually use an automobile on City business.

H. There shall be no designated starting point or headquarters outside the City of Detroit unless an employee lives outside the City.

I. A construction site per se shall not be designated as a starting point or headquarters. The department, however, may designate any department property on which a building is located as a headquarters or designated starting point as long as it is in compliance with Paragraph "B" of this article.

16. DEATH BENEFITS AND LIFE INSURANCE

A. DEATH BENEFITS

Death benefits for all regular City employees are authorized by the City Charter, Title IX, Chapter VIII. The City Code, Chapter 13, Article 8, Section 8, currently provides a death benefit of \$6,000.

1. Membership

Mandatory for regular employees.

2. Contributions

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

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

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

B. PAYMENT FOR EMPLOYEES KILLED OR PERMANENTLY DISABLED IN LINE OF DUTY:

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

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

The Finance Director shall appoint a physician who shall examine the medical records and findings and with respect to rights of claimants the physician may also

personally examine the claimant. Said physician shall within sixty (60) days of appointment file a written report regarding his/her medical findings, which report shall include a recommendation as to whether or not the claimant is entitled to the benefits.

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

The Medical Board of Inquiry shall consist of three (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 9.

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

3. **Benefits - Employees:**

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

4. **Benefits - Dependents:**

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

D. **ADDITIONAL INSURANCE**

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

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

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

**17. HOSPITALIZATION, MEDICAL, DENTAL,
AND OPTICAL CARE INSURANCE**

- 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; Effective May 1, 1996, the co-pay for the Prescription Drug benefit was increased to three dollars (\$3).

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

Single person	\$100.06
Two persons	\$238.29
Family	\$253.54

Fifty percent (50%) of any premium charges that exceed the above amounts shall be paid by the employees and fifty percent (50%) shall be paid by the employer.

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

D. The City will provide regular retirees and their spouses hospitalization and medical insurance based on the Blue Cross/Blue Shield ward service under the Michigan Variable Fee coverage (MVF-2) and the Prescription Drug Group Benefit Certificate with two dollar (\$2) co-pay (Certificate #87) known as the two dollar (\$2) deductible Drug Rider as provided by City Council in the 1977-78 Closing Resolution. The City will pay this premium for regular retirees and their spouses for only as long as they receive a pension from the City. For persons who retire (except for vested retirees) on or after July 1, 1986, the City will pay up to the following amounts per month for hospitalization and medical insurance:

Single person	\$100.06
Two persons	\$238.29

Fifty percent (50%) of any increase over these amounts shall be paid by the retiree and fifty percent (50%) shall be paid by the City. The City will pay this premium for regular retirees and their spouses only for as long as they receive a pension from the City. For employees who retire (except for vested retirees) on or after May 1, 1996, the co-pay for the Prescription Drug benefit was increased to three dollars (\$3).

E. The City Blue Cross hospitalization plan for active employees and their dependents and retirees and their spouses shall include Blue Cross Master Medical insurance with a twenty percent (20%) co-pay benefit and a fifty dollar (\$50) per person annual deductible[\$100 for two (2) or more in a family].

F. Employees and retirees shall have the option of choosing alternative hospitalization medical coverage from any plan or program made available by the City. The City's contribution to the alternative plans or programs shall be limited to the premium cost for the level of benefits provided in Paragraphs B and D, as applicable. If at the end of any fiscal year an alternative hospitalization plan or program has failed to enroll fifty (50) employees city wide, the City shall have the option of removing that plan from the list of eligible plans or programs.

Effective with the 1987-88 fiscal year all alternate carriers must account for their premium charges without distinguishing between active and retired employees using the following format:

Single Person
Two Persons
Family

- G. The City shall provide for all active employees and their dependents and duty disability retirees and their dependents, a Dental Plan which shall be equivalent to the Blue Cross/Blue Shield program which provides Class I 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. Other terms and conditions regarding these plans shall be in accordance with the standard Blue Cross/Blue Shield policies regarding administration of such programs.

The City will make available cost-effective alternative dental plans.

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

- H. The City will provide Optical Care Insurance through the Employee Benefit Board and such benefit will include case hardened lenses. Effective July 1, 1999 through June 30, 2001, the City will contribute \$5.50 per month for employees covered by CO/OP Optical and \$5.43 per month for employees covered by Heritage Optical. Optical care enrollments will occur at two (2) year intervals.
- I. If, during the term of this Agreement, a Federal Health Care Law is enacted, the parties shall enter into immediate collective bargaining negotiations over the impact of such a law on the existing arrangements for funding and providing health care benefits.
- J. No insurance carrier shall be allowed to underwrite City Health Care Benefits unless it offers coordination of benefits. All carriers will be required to provide group specific utilization and cost data as a condition of doing business with the City. Copies of all information will be provided to Association and City representatives as directed.
- K. The City reserves the right to implement health care cost containment programs during the term of the Contract. Said cost containment program shall not diminish the levels of benefits provided in the basic plans but may require the insured to follow procedures prescribed by the carrier in order to be eligible for benefits. If premium levels remain below the 1982-83 base year premiums for coverage listed in paragraph B, the City will pay fifty percent (50%) of that amount to an escrow account which shall be used to offset health care cost or to increase health care benefits.

- L. Effective July 1, 1999, employees on the active payroll who are covered by a health care plan offered by an employer other than the City, and can furnish proof of such coverage, may elect to take an annual \$950 cash payment, payable *quarterly at the end of each three month period*, in lieu of the hospitalization-medical coverage offered by the City. This election shall take place annually during the open enrollment period.

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

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

18. UNEMPLOYMENT COMPENSATION - SUPPLEMENTAL UNEMPLOYMENT BENEFITS

A. **Unemployment Compensation**

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

B. **Supplemental Unemployment Plan**

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

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

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

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

3. was not for disciplinary reasons and was not a consequence of (i) any strike, slowdown, work stoppage, picketing (whether by his/her bargaining unit or any other), or concerted action, or any dispute of any kind involving City employees, or (ii) any fault attributable to the applicant, or (iii) any war or hostile act of a foreign power (but not government controls or regulation connected therewith), or (iv) sabotage or insurrection, or (v) any act of God and
 4. was not self-elected.
- b. with respect to such week, the applicant:
1. had sufficient seniority to be eligible for one (1) week's benefit,
 2. has registered at and has reported to an employment office of the Michigan 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 thirty (30) consecutive calendar days; whereupon he/she will be eligible retroactively for benefits commencing after the second week of layoff;
 11. must not be on layoff from a classification designated as special service, limited term, part-time, provisional, contractual, limited status, or for which the duration of employment is listed as seasonal;
 12. must have at least eighteen (18) months total city seniority.
- c. an employee shall forfeit permanently all eligibility for S.U.B. if he/she shall misrepresent any material fact in connection with an application by him/her for any S.U.B. or other unemployment compensation. Furthermore, he/she shall be subject to disciplinary action upon his/her return to active status.

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

- a. to obtain from employees, persons filing applications for benefits, eligible persons and elsewhere such information as the City shall deem necessary in order to carry out its duties under this article;
- b. to investigate the correctness and validity of information furnished by any person who applies for a benefit;
- c. to make appropriate determinations pursuant to this article;
- d. to require an applicant to exhibit his/her MESC Unemployment Benefit check for the week with respect to which application for S.U.B. is made, or to submit evidence satisfactory to the City of receipt or entitlement to receive a MESC unemployment benefit.

Section 4. Amount of Weekly Supplemental Benefit An applicant who meets all the eligibility requirements of this article shall be entitled to a weekly Supplemental Unemployment Benefit in the amount of forty-five (\$45) dollars.

Section 5. Duration of Supplemental Benefit An eligible applicant shall be entitled to one (1) week of S.U.B. for every month of total city seniority, not to exceed in any case a maximum of twenty-six (26) weeks duration for any continuous layoff.

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

19. RETIREMENT

- A. **Eligibility for Service Retirement Allowance** - Any employee who is covered by the provisions of this Agreement and who is a member of the General Retirement System of the City of Detroit who has thirty (30) or more years of credited service may retire upon his/her written application filed with the Board of Trustees setting forth the date, which shall not be less than thirty nor more than ninety (90) days, subsequent to the execution and filing of said written application, he/she desires to be retired. On the date so specified for his/her retirement he/she shall be retired, notwithstanding that pending such period of notification he/she may have separated from City service. Upon his/her retirement he/she shall receive a Retirement Allowance as provided by the City Charter and Municipal Code.

Employees may retire on or after July 1, 1992, with 25 years of credited service but less than 30 and receive an actuarially reduced pension which shall be known as the Actuarially Reduced 25 Year Option of the Retirement Plan. Employees who are receiving a duty or a non-duty disability pension or Income Protection benefits may elect to convert to this new option if they otherwise meet the qualifications.

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

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

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

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

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

- B. Retirement benefits shall be modified to include an optional coordination of benefits between regular retirement benefits and Social Security benefits for those employees who retire from the City with a regular retirement or the Actuarially Reduced 25 Year Option prior to becoming eligible for Social Security payments. Such coordination of benefits shall cause an approximate leveling of total monthly benefits derived from both the City's retirement system and Social Security without creating any additional actuarial costs.
- C. For employees hired on or after July 1, 1980, the vesting provisions of the City Retirement Plan shall require ten (10) years of service regardless of age in lieu of the "40 and 8" age and service requirement.
- D. For employees who separate from City service with a vested pension prior to reaching eligibility for a regular service retirement, time earned after July 1, 1986 shall not be factored into the formula for determining their pension benefit until they shall have attained age 62. This provision will not affect the current practice governing disabled employees.

In the event that any law, state or federal, is passed during the term of this Agreement which permits employees to vest their pension prior to meeting the vesting requirements set forth in this contract, any employee who vests his/her pension in such a manner shall not be eligible for any pension benefits until his/her sixty-second birthday.

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

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

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

Non-Duty and Duty Disability Retirees shall be eligible to withdraw, one time only, all or part of their annuity savings.

- G. At the time of retirement, members of the general City pension system may elect an option which shall entitle them to change their pension option from either option 2 or option 3 to a straight life pension after they have commenced collection of the pension if the member's beneficiary predeceases the member. This shall be known as the Pop-Up Option. The actuarial cost of the change in benefit shall be borne by the member who selects this change in his/her option election.
- H. Employees who retire on or after July 1, 1998, shall have their pensions computed according to the following formula. Using the highest paid 36 consecutive months out of the last 120, including longevity payments, as Average Final Compensation; 1.6% of Average Final Compensation for each year of service for the first 10 years; 1.8% of Average Final Compensation for each year of service greater than 10 years up to 20 years, 2.0% of Average Final Compensation for each year of service greater than 20 years up to 25 years; and 2.2% of Average Final Compensation for each year of service greater than 25 years; plus \$12 for each year of City service not to exceed \$120. In no case shall benefits paid by the Retirement System exceed ninety percent (90%) of Average Final Compensation except in the case where a higher pension amount has been earned in accordance with the provisions in effect prior to July 1, 1992.
- I. Effective for bargaining unit members who retire on or after July 1, 1999, they shall have the option to 1) select the Unused Sick Leave On Retirement payment benefit provided for elsewhere in Article 21 of this labor agreement or 2) chose to receive payment of one-quarter (1/4) of their unused sick time and have that sum included in the average final compensation used to compute the membership service pension portion of their retirement allowance.
- J. Effective January 1, 1999, the maximum annual amount payable to an individual on a Duty Disability pension shall be increased to \$9,000 and for Non-Duty Disability pension to \$6,000.

The maximum amount of the Accidental Death Benefit as found in Chapter VI, Article VI, Part C, Section 1, Paragraphs B and C of the City Charter shall be increased from \$2,400 to \$5,700 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 July 1, 1998, if a bargaining unit member dies after having attained 15 or more but less than 20 years of creditable service at any age below 60, the surviving spouse will be paid a 50% joint and survivor election. Dependent children, if there is no eligible surviving spouse, are to be paid a total of \$6,000 which shall be divided equally amongst all eligible dependents until the youngest child reaches age 19, or for life if a child is permanently physically or mentally impaired.
- M. The post retirement escalator factor shall increase from 2.0% to 2.25% of original base pension effective July 1, 1992.
- N. Employees shall have the option of selecting from two additional surviving beneficiary options of 25% and 75%.
- O. Annuity Contribution Amounts: The City will offer employees who choose to contribute to the annuity plan the option of 3% up to the Social Security maximum salary which would then be increased to 5%, a straight 5%, or a straight a 7%.
- P. Members of the bargaining unit shall have the option of belonging to the City's current defined benefit/defined contribution retirement plan or a new defined contribution retirement plan in accordance with the rules the City will issue for a defined contribution plan. The parties agree that the defined contribution plan the Executive Branch will propose for acceptance by the City Council, although not specifically detailed at this time, is intended to be primarily in accordance with the provisions which were last advocated in the Executive Branch in November-December, 1997.
- Q. Effective August 1, 1999, or the earliest date thereafter when all required agreements are reached between the City and other parties, the membership of the General Retirement System, Board of Trustees [Article II, Section 2, Subsection (1)] shall be modified to provide that one of the trustees is: "The Mayor of the City or his/her designated representative, ex-officio. Such designated person shall be a full time appointive or classified City employee."
- R. All Retirement and Pension Plan Provisions provided for by the City Charter and Municipal Code are incorporated herein by referral unless otherwise specifically modified by this Agreement and Ordinance 2-93, J.C.C. Page 133.

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

20. UNUSED SICK LEAVE ON RETIREMENT

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

Upon retirement, or death with twenty (20) years of service, an employee shall be entitled to payment of one-half (½) of their unused sick leave.

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

21. CLOTHING ALLOWANCE

All members of the bargaining unit shall receive an annual clothing allowance of \$85 effective in fiscal 1986-87.

22. WAGES

A. **GENERAL WAGE INCREASES:**

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

B. **CASH BONUS FORMULA:**

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

1. A cash bonus not exceeding 2% will be payable if the City reports a General Fund Surplus for the City's 2000-01 fiscal year. A General Fund Surplus for purposes of this provision shall be the Undesignated portion of the Unreserved Fund Balance.

The City represents that it will maintain its designated portion of unreserved fund balance in a prudent and responsible manner, consistent with past practices. For reference purposes only, the General Fund Surplus reported in the City's Comprehensive Annual Financial Report for the year ended June 30, 1998 was \$13,380, 061 (page 63).

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

C. WORK PERFORMANCE CASH INCENTIVE PAYMENT

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

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

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

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

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

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

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

23. MISCELLANEOUS

- A. All salaried employees will have their hourly rate computed by dividing their annual salary by two thousand eighty (2080) hours.
- B. Deferred Compensation Plan: Employees shall be eligible for a Deferred Compensation Plan made available by the City. Participation in the Plan shall be optional with each employee.
- C. Effective October 1, 1980, the basic step increment schedule for salary classifications shall be changed so that the annual increments will be five percent (5%) of the employee's salary as of the date the increment is normally paid, not to exceed the maximum rate for the classification. Half steps shall be two and one-half percent (2-1/2%).

- D. Effective October 1, 1980, employees promoted from classes where the maximum of the old class is greater than the minimum of the new class, shall be entitled to a pay increase of two (2) annual steps not to exceed the maximum of the new class.
- E. Effective July 1, 1980, employee benefits for those employees sixty-five (65) years of age and older may be modified as permitted by law but shall not result in any additional cost to the employee, (e.g. coordination of Medicare/Medicaid coverage with City hospitalization coverage.)

24. VACATIONS

A. **ELIGIBILITY:** Employees inducted during the course of the fiscal year shall not be eligible for vacation leave without deduction of pay until they shall have earned at least one thousand (1,000) hours of paid time, exclusive of overtime or premium time, and until they have attained status as City employees for at least six (6) months. When employees qualify, as above stated, they shall be entitled to five (5) days of vacation leave. Once employees have earned at least sixteen hundred (1600) hours of paid time, exclusive of overtime, and have attained status as employees for at least twelve (12) months, they are entitled to five (5) additional vacation days. In order that an employee's time may be computed on a fiscal year basis, on the July 1 following his first year anniversary date of employment the employee will be entitled to a prorated vacation leave, computed by multiplying the number of months remaining from the anniversary date, to the end of the fiscal year by 8.3 percent of ten (10) days and rounding the product to the nearest whole number. Thereafter, his vacation shall be computed on a fiscal year basis.

B. The vacation schedule shall be as follows:

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

C. VACATION PERIOD:

1. Vacations will, insofar as possible, be granted at a time most desired by employees according to their seniority and in accordance with department practice.
2. When an official holiday occurs during a scheduled vacation, the employee shall be entitled to an additional vacation day.
3. If an employee becomes ill while on his/her vacation, or prior to, his/her vacation shall be re-scheduled after proof of such illness.

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

4. An employee's vacation bank may not exceed more than forty (40) days, or 320 hours, on any October 1.

D. VACATION PRORATION: Employees who fail to accumulate the required sixteen hundred (1600) straight time regular payroll hours, those who die and those who are separated from the service, either temporarily or permanently, so that it is apparent at the time of separation that they will not accumulate sixteen hundred (1600) hours of straight time pay, shall be entitled to vacation leave before such separation computed as follows: 8.3 percent of the vacation credit of the previous July 1 multiplied by the number of calendar months in which employees have been paid for not less than one hundred and sixty (160) straight time regular payroll hours, and rounded to the nearest whole number. After sixteen hundred (1600) straight time hours are worked in a fiscal year, employees will be entitled to one hundred percent (100%) of their next July 1 vacation. Employees who have attained status for at least twelve (12) months but have not yet been placed on a fiscal year basis, and who are separated from the service, shall be entitled to prorated vacation leave, computed by multiplying the number of months worked from the one (1) year anniversary date to the date of separation by 8.3 percent of ten (10) days and rounding the product to the nearest whole day. Current rules governing vacation shall otherwise continue to apply. This paragraph does not apply to part-time, seasonal or temporary employees.

E. CREDITING VACATION: One hundred percent (100%) of anticipated annual vacation leave (rounded down to the nearest ½ day) will be posted to an employee's bank after he/she has accumulated sixteen hundred (1600) straight time hours in a fiscal year. In the event an employee has been credited with more time than he/she has earned, on the succeeding July 1, or date of separation, whichever comes first, the employee will have any vacation time credited but not earned charged first against his/her existing vacation bank, then to his/her swing holiday bank, or failing sufficient time in those two (2) banks, he/she will be docked for the time.

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

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

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

- G. **RATE DURING VACATION:** Employees will be paid their current base rate while on vacation. Employees with multiple classifications shall be paid an average current rate of pay computed from the ratio of time worked in each classification over the fiscal year immediately preceding such vacation.
- H. If a regular pay day falls during an employee's vacation of one (1) week or more, he/she may request his/her check in advance before going on vacation and such request shall be granted.
- I. Employees will have one day of vacation converted to "Prior Compensatory Time" in July of each year. Liquidation will be in accordance with the rules for compensatory time. Employees must liquidate this time by the end of the fiscal year.

25. WORKERS' COMPENSATION

- A. All employees shall be covered by the applicable Workers' Compensation laws and related benefits. An employee sustaining injury or occupational disease arising out of and in the course of City employment shall be continued on the payroll and his/her time shall be charged to his/her sick leave reserve for all days not covered by Workers' Compensation payments; provided that in the absence of any sick leave reserve he/she shall be paid regular wages or salary to the extent of two-thirds of his/her daily wage or salary but for a period not to exceed seven (7) days; provided, also, that where the employee has off-time banks and receives income under the Workers' Compensation Act, such income shall be supplemented by the City from his/her off-time banks in an amount sufficient to bring it up to ninety-five percent (95%) of his/her weekly take-home pay. For the purposes of this article, take-home pay is defined as gross pay from the City less Social Security deductions, and less federal, state, and city income tax withholding amounts based on the employee's actual number of dependents. Employees shall be eligible to earn current sick leave.

- B. Employees who are unable to supplement their Workers' Compensation benefit from their off-time banks because the amount of overtime worked causes the benefit to meet or exceed ninety-five (95%) percent of weekly take-home pay, shall be treated like employees who are able to supplement for the purposes of hospitalization, life insurance and current sick leave. This provision does not apply to those employees who are unable to supplement because they have no time available in their off-time banks.
- C. Employees shall not be eligible for holiday pay nor earn additional vacation or reserve sick leave when they are being paid Workers' Compensation benefits.
- D. The City agrees to continue hospitalization and life insurance benefits for employees with one or more years of seniority who have been approved for Workers' Compensation benefits for a period of nine (9) months after they go off the payroll. Thereafter, employees will be entitled to benefits which accrue to them through the Pension Plan and the Income Protection Plan.

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

- E. Consistent with the Workers Compensation Act and current City practices:
 - (1) The City shall continue its program of returning workers who suffered job injuries back to active employment to perform work tasks which are compatible with their current physical capabilities. To the maximum extent possible, employees will be returned to their former job classification in their former department, or if no such position is available, in another City department if they are presently able to perform the essential duties with or without reasonable accommodations.
 - (2) If the employee is presently able to perform some but not all of the essential duties, but there is competent medical documentation that he/she will be able to perform all such duties within ninety (90) days, he/she may be placed conditionally in an available position in the classification subject to review at the end of this period. Work tasks assigned will be those compatible with present work restrictions.
 - (3) If the employee cannot presently be returned to his/her former job classification, he/she will be placed in an appropriate available position in another classification on a temporary basis until such time as the employee is able to return to his/her former job classification or acquires permanent status in the alternate classification by action of the Human Resources Department. The duration of the temporary status shall be in accordance with the Workers' Compensation Act. During the temporary period, efforts will be made to place the employee in available positions consistent with his/her training and experience and current physical capabilities.

- (4) While employed in the alternate job classification, whether temporary or permanent, the employee shall be represented by the local union having jurisdiction over employees in that classification and at that location. However, residual seniority rights to the employee's former classification shall remain with his/her former local or other union. An employee in an alternate classification on a permanent basis continues to have a right to return to his former job classification in his former department when physically able to do so.
- (5) Employees returned to work under these provisions shall not be charged with absences for disciplinary purposes where there is medical documentation that such absences were caused and necessitated by the former job injury.
- (6) Employees will be eligible for wage increases granted to their alternate job classification.
- (7) Should a medical dispute arise between the employee's physician and the Employer's physician, a third physician will be mutually selected by the doctors and the third doctor's opinion shall be final and binding on the City and Association.

26. SICK LEAVE

- A. All employees who shall have completed three (3) months of continuous service shall be granted one (1) day of sick leave for every service month in which they have worked eighty percent (80%) of their scheduled hours, not to exceed twelve (12) sick leave days in any one (1) fiscal year. Sick leave earned after July 1, 1971, may accumulate without limitation. All employees must be on the payroll for the entire month to be credited with sick leave. These days shall be known as current sick leave and shall be kept in the Current Sick Leave Bank.
- B. Reserve sick leave of five (5) service days shall be granted on July 1 to each employee who was on the payroll the preceding July 1 and who has earned at least sixteen hundred (1600) hours of straight time pay during the fiscal year. Reserve sick leave shall be kept in the Reserve Sick Leave Bank.
- C. Sick leave may not be granted in anticipation of future service.
- D. Sick leave balances shall be expressed in terms of hours and shall be posted on the employee's check stub.

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

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

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

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

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

F. Reserve Sick leave Usage.

- (1) Reserve sick leave is not available for usage as Departmental Leave Days or to cover short periods of non-chronic illness. Reserve sick leave can only be used for absences

which (a) are the result of a period of hospitalization or, (b) cover a period of sickness resulting from a well-documented history of chronic recurring illness.

- (2) If an employee is denied use of his/her reserve sick leave, the employee shall be notified of the denial as soon as possible after that determination has been made.
- G. Employees will have access to Departmental Leave Days in accordance with the Municipal Code and the Manual of Standard Personnel Practices. Permission will not be unreasonably withheld.
- H. The above shall be in accordance with Chapter 13, Article 5, Section 2 of the Municipal Code of the City of Detroit except as modified by this Article.
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26. LONGEVITY PAY

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

December 1 date or other day of payment will qualify for a full longevity payment provided they are on the payroll on the December 1 date or any other date of qualification. Except for employees first qualifying for increments, the payment will be made in a lump-sum annually on the first pay date after December 1.

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

- C. Employees who first qualify for longevity pay increments in any month after any December 1 date shall be paid such increment on a pro-rata basis upon attaining such qualification in the amount of a full increment less one-twelfth (1/12) thereof for each calendar month or fraction thereof from the previous December 1 date to date of such qualification.
- D. Prorated longevity payments may be made between December 1 dates to qualified employees and officers who separate or take leave from City service, excluding those who are discharged, those who resign and those who resign with a vested pension. Such prorated longevity increment shall be paid for time served on a full calendar month basis since the date of their last longevity payment; provided, that each month shall contain at least 160 straight time regular payroll hours of service.
- E. All of the above provisions except as modified herein shall be in accordance with Chapter 13, Article 7 of the Municipal Code of the City of Detroit.

27. RATES FOR NEW POSITIONS

Rates of pay for newly established classes shall be determined by the Labor Relations Director. Recommendations for the establishment of such rates shall be directed to the City Council. When the new classification clearly falls within one (1) or more established bargaining units covered by this Agreement, the Association will be notified in writing as to the classification, the Departments, the rate and anticipated number of employees affected before any action will be taken by the City Council.

In the absence of any appeal by the Association within twenty (20) working days of the date of the notice to the Association, action on the positions will be submitted to the City Council. In the event of an appeal, the interested bargaining agent may negotiate for a suitable rate with the Labor Relations Director and the matter shall be handled in accordance with the procedure for Special Conference.

If the Labor Relations Director and the Association fail to reach an Agreement on a new rate within forty-five (45) days after notice is given, the City may implement its last offer. Any subsequent settlement shall have retroactivity to the date the offer is implemented.

28. 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 to the department Human Resources officer.

For overpayment recoveries the City is authorized to deduct up to fifty dollars (\$50) weekly or one hundred dollars (\$100) bi-weekly. If the employee separates from City service the entire unpaid balance shall be recoverable immediately. If the amount owed by the employee is over \$2,600, the City reserves the right to seek immediate recovery through the appropriate legal proceedings.

29. TUITION REFUND

3. Effective July 1, 1999, bargaining unit members may participate in the City's Tuition Refund Program as administered by the Human Resources Department. Employees requesting a tuition refund should submit the applications to the human resources officer in their department.
4. 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:
 - A. An eligible employee will be entitled to receive a maximum of \$850.00 per fiscal year to be applied toward tuition in seeking a graduate degree from an accredited university.
 - B. An eligible employee will be entitled to receive a maximum of \$700.00 per fiscal year to be applied toward tuition in seeking an undergraduate degree from an accredited university.
 - C. An eligible employee will be entitled to receive a maximum of \$600.00 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 \$850.00 in any fiscal year.

30. COOPERATION IN VALIDATION STUDIES

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

This article will not be used to reduce in grade, transfer, or otherwise jeopardize any employee.

31. TEMPORARY ASSIGNMENTS

- I. OUT-OF-CLASS ASSIGNMENTS:
 - A. Employees are to be assigned job duties and responsibilities which are appropriate to their classification. An employee shall not be assigned to perform work which falls outside of his/her classification except for short-term training purposes, short-term exigencies and in cases of emergency or other situations resulting from factors beyond the control of management which cannot be anticipated or planned for in the normal course of departmental operations and where such assignment is necessary to effectively carry out departmental operations.
 - B. When an employee is assigned to perform work clearly outside of his/her classification, which involves special higher-level skills or is assigned and given responsibility to perform the preponderance of duties regularly performed by employees in a higher class for a period in excess of ten (10) consecutive scheduled working days, the department shall take steps to see that the employee so assigned shall be compensated at the appropriate rate for the work performed. Questions concerning out-of-class work claims shall be determined by the Classification and Compensation Section of the Human Resources Department.
 - C. Performing the duties of an employee in the higher classification during short-term

absences and normal vacation periods not in excess of two (2) calendar weeks shall not be construed as being out-of-class work assignments.

- D. If an employee believes that his/her regularly assigned set of duties and responsibilities are not properly allocated to his/her current title, the employee or the Association may request the Classification and Compensation Section of the Human Resources Department to conduct a classification survey of the employee's job as provided in Human Resources Department Rules.

II TEMPORARY PLACEMENT OF EMPLOYEES INTO OTHER DUTIES AND/OR DEPARTMENTS

- A. The employer may temporarily place an employee into other duties/department in another department once per year. The employer shall first seek volunteers and if additional employees are required, the employee(s) may be placed by inverse seniority.
- B. Such a temporary placement, if made by inverse seniority, shall be limited to forty-five (45) days. An employee that volunteered for such a temporary placement may continue in the placement beyond the forty-five (45) day limit until such time that the employee or the City requests the placement to be ended.
- C. Employees temporarily placed under these provisions shall not be required to perform work out of their class, except that the provisions for out-of-class assignments shall be available for operation in these cases of temporary placement, provided that out-of-class opportunities at the transferred-in location must be preserved and first made as available to any qualified employee regularly assigned at the transferred-in location. Regardless, if the work performed at the transferred-in location is an upgrade, the subject temporarily placed employee shall be paid the out-of-class rate.
- D. Employees temporarily placed under these provisions shall not lose his or her promotional opportunity at the transferred-out location and shall be treated as if he or she had not been temporarily placed in other duties/department.
- E. The union at the transferred-out and transferred-in locations shall be notified of the proposed move and the reasons therefore, at least thirty (30) days before the planned placement. The City will consider any union responses to its originally planned placement(s) for the possibility of choosing to modify said plans.
- F. Any vacation period the moved employee had approved at the transferred-in location will continue to be honored at the transferred-out location.

32. CONTRACTUAL WORK

- A. The City is genuinely interested in maintaining maximum employment for all seniority employees covered by this Agreement, consistent with the needs of the City. Therefore, in making these determinations the City intends always to keep the interest of the City's employees in mind.
- B. The right of contracting or sub-contracting is vested in the City. The right to contract or sub-contract shall not be used for the purpose or intention of undermining the Association nor to discriminate against any of its members nor shall any seniority employee be laid off or demoted as a direct and immediate result of work performed by an outside contractor.
- C. In cases of contracting or sub-contracting affecting employees covered by this Agreement, the City will hold advance discussion with the Association prior to letting the contract. The Association representatives will be advised of the nature, scope and approximate days of work to be performed and the reasons (equipment, manpower, etc.) why the City is contemplating contracting out the work.

33. SAVINGS CLAUSE

If any article or section of this Agreement should be held invalid by operation of the 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.

34. CONTENT

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

35. DURATION, MODIFICATION, AND TERMINATION

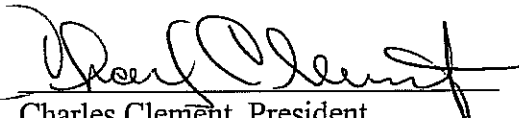
It is agreed between the parties that this contract shall continue in full force and effect until 11:59 P.M., June 30, 2001. If either party desires to modify this contract, it shall give written notice during the month of February, 2001. Negotiations for a new contract shall commence thirty (30) days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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

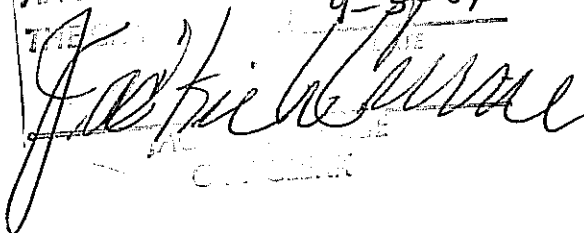
Dated This 1st Day of July, 2001.

FIELD ENGINEERS' ASSOCIATION

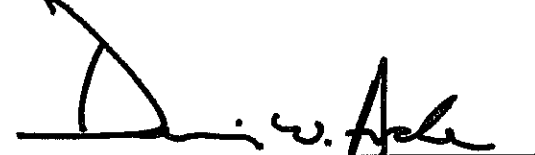

Charles Clement, President

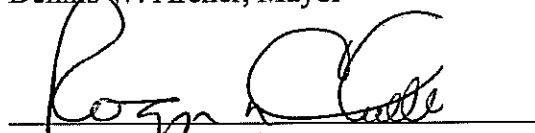

James Knoll, Vice-President

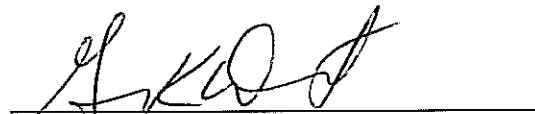
APPROVED AND CONFIRMED BY
THE BOARD OF DIRECTORS
9-5/01

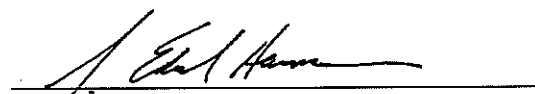

Patricia Williams, Secretary

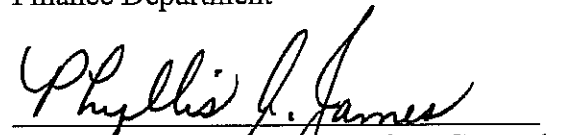
CITY OF DETROIT


Dennis W. Archer, Mayor


Roger N. Cheek, Director
Labor Relations


Gary K. Dent, Group Executive &
Human Resources Director


J. Edward Hannan, Director
Finance Department


Phyllis A. James, Corporation Counsel
Law Department

MEMORANDUM OF UNDERSTANDING
Between The
CITY OF DETROIT
And The
DETROIT FIELD ENGINEERS ASSOCIATION

RE: Labor/Management Committee

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

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

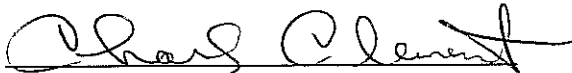
The proper subjects to be discussed by the Labor/Management Committee shall include employment issues that are unique or of special concern to the department, or how provisions of the Master Agreement shall be applied in the department. Proper issues for discussion may include methods of increasing productivity,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

CITY-WIDE LABOR/MANAGEMENT COMMITTEE

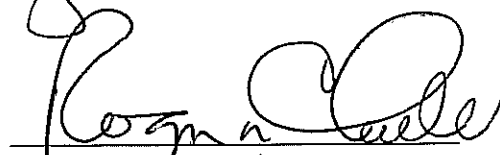
When appropriate, and mutually agreed between the parties, the Association will participate in Labor/Management Committee meetings involving representatives of other City labor organizations. The composition of this multi-union Labor/Management Committee will be determined at the time of formation of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

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

Dated This 29 Day of June, 2001.



Charles Clement, President
Detroit Field Engineers' Association



Roger N. Cheek, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
Between The
CITY OF DETROIT
And The
DETROIT FIELD ENGINEERS ASSOCIATION

RE: Precedence of ADA & MHCRA Obligations to Disabled Persons

WHEREAS the CITY OF DETROIT and the DETROIT FIELD ENGINEERS' ASSOCIATION are each subject to the provisions of the Americans with Disabilities Act of 1990 (ADA), Title I, on July 26, 1992; and

WHEREAS provisions of the Michigan Handicappers' Civil Rights Act (MHCRA) although already applicable, were not enacted prior to the negotiation of any present or prior labor Agreements between the parties; and

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

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

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

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


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

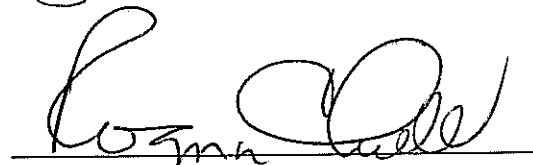
NOW, THEREFORE, in recognition of the forestated obligations and anticipated uncertainties attendant the MHCRA, and the ADA in particular, the parties hereby agreed that:

1. They were obliged to and have hereby abandoned or amended any provisions contained in prior Agreements and past acceptable employment practices which would now be contrary to the provisions of the subject Acts.
2. (a) The language in Contract articles entitled: Management Rights and Responsibilities; Affirmative Action; Seniority; Maintenance of Conditions; Temporary Assignments; Workers' Compensation; and Grievance Procedure is subordinated to the contents of this Memorandum and references within those articles, if any, which refer specifically to the ADA and the MHCRA or to non-discrimination of qualified disabled persons generally, have been made to allow the City to fully effectuate the mandates of the said non-discrimination Acts.

(b) In addition to those instances where specific references have been made to the precedence of the accommodation obligations of the Acts, it is also agreed that the general language contained in the balance of the Agreement shall not be construed to negate the otherwise clear intention to provide the accommodations called for as a consequence of the contents of this memorandum and said specific references cited in the preceding subparagraph 2(a).
3. The various provisions of this Memorandum and those cited in paragraph 2(a) will be liberally construed in favor of empowering the City of Detroit to make employment decisions that carry out the goals of the Act.
4. In recognition of the case-by-case determinations that will have to be made in order to sometimes accurately know what the ADA requires be done in a given situation, the City, so long as it acted in good faith in its initial actions, shall be allowed to make, without liability or penalty, those after-the-fact adjustment to employment decisions which are later determined to have actually been required at the initial time of action so as to effectuate the requirements of the Act.

Dated This 29 Day of June 2001.


Charles Clement, President
Detroit Field Engineers' Association


Roger N. Cheek, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
Between The
CITY OF DETROIT
And The
DETROIT FIELD ENGINEERS ASSOCIATION

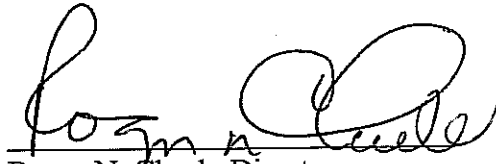
RE: 125K PROGRAM

During the course of negotiations, the City expressed an interest in implementing a 125K program. Once the program is implemented, employee portions for health insurance premiums will be paid by the employee, with 125k Pre-Tax Dollars. This will be instituted, as soon as possible, upon ratification of the Labor Agreement.

Dated This 29 Day of June 2001.



Charles Clement, President
Detroit Field Engineers' Association



Roger N. Cheek, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
Between The
CITY OF DETROIT
And The
DETROIT FIELD ENGINEERS ASSOCIATION


RE: Non-Field Personnel/Flextime

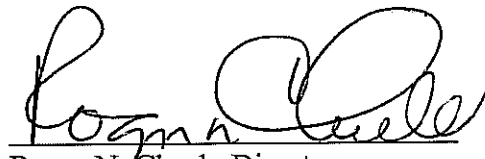
Association members who are working in the City Engineering Division (non-field personnel) of the Department of Public Works shall be permitted to arrive at their assigned work stations at any time between ½ hour before and ½ hour after their currently scheduled starting time. Quitting time for these employees would be that time following completion of their currently assigned number of work hours for that day.

If an employee's (or employees') presence is required on a specific day at a specific time or the employee is on a specific project, the department head may deny said employee or employees the right to fully utilize the above described flex-time system on that day or for the duration of the project.

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

Dated This 29 Day of June 2001.


Charles Clement, President
Detroit Field Engineers' Association


Roger N. Cheek, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
 Between The
CITY OF DETROIT
 And The
DETROIT FIELD ENGINEERS ASSOCIATION

RE: Implementing the Work Performance Program

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

1. Employee work performance criteria which are to be evaluated by supervisors are to be established for all bargaining unit members. The activity weighting for each of the work performance criteria shall also be specified with the total for all criteria.
2. One of the performance criteria shall be "reliability" which shall take into account the extent to which an employee was present and available to carry out his/her work assignments.
3. Employees will be rated by their supervisor on each of the performance criteria in accordance with the following:

◆	Exceeds Expectations	-3 points
◆	Meets Expectations	-2 points
◆	Needs Improvement	-1 points
◆	Unsatisfactory Performance	-0 points

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

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

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

*Not to exceed maximum for the class.

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

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

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

Operation of the Review Panel

Department management and the Association will each submit the names of ten (10) persons who can be called upon to serve on the Review Panel. They are to be persons familiar with work performed by bargaining unit members. For each appeal, two (2) persons will be selected from each of the lists on a random basis.

However, no person who is currently an immediate supervisor of the appellant or a co-worker in the same work unit as the appellant can serve on the Review Panel for the appellant. A staff member of the Human Resources Department shall serve as chairperson for the Review Panel.

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

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

Attendance

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

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

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

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

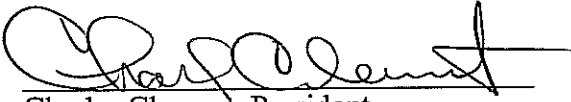
Where an employee has more than one supervisor during the twelve (12) month evaluation period, the employee shall be evaluated by the employee's current supervisor but shall receive input from the employee's prior supervisors, and all contributing supervisors shall sign the evaluation form.

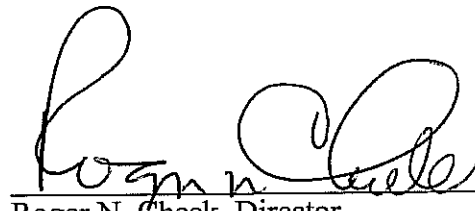
If an employee is disciplined during the evaluation period, but the discipline is subsequently rescinded and the employee "made whole," his/her performance ratings will be reviewed and if the discipline significantly affected those ratings, the employee's Summary Evaluation Rating will be adjusted and the employee awarded the proper pay increase retroactive to the date it was due.

If an employee has filed a complaint against his/her supervisor alleging harassment or discriminatory treatment, the department director will review the complaint and may direct that the employee's performance appraisal shall be done by an alternate supervisor familiar with the employee's work assignments and job performance.

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

Dated This 29 Day of June 2001.


Charles Clement, President
Detroit Field Engineers' Association


Roger N. Cheek, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
Between The
CITY OF DETROIT
And The
DETROIT FIELD ENGINEERS ASSOCIATION

RE: Surveyor Classifications

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

II.	<u>Class Code</u>	<u>Classification</u>	<u>Minimum</u>	<u>Maximum</u>
	12-23-31	Associate Surveyor	\$44,400	\$51,800
	12-23-36	Senior Associate Surveyor	\$51,000	\$58,500

III. During the term of the 1998-2001 Master Agreement, the City shall initiate a work performance appraisal program based upon the Performance Planning and Development process developed by the Human Resources Department which shall be used in awarding annual pay increases. This process shall include a discussion between the supervisor and his/her subordinates to establish work standards and performance criteria at the beginning of the evaluation period. At the end of the evaluation period the supervisor will rate the employee's work performance over the evaluation period. This rating will be used to award annual pay increases to employees not to exceed the maximum pay rate for the classification.

The annual pay increase would be effectuated at the beginning of the quarter at which the employee would have been eligible for a step increment.* Failure of department management to conduct timely meetings and submit required documents to implement pay increases shall result in affected employees receiving a standard five percent (5%) pay increase retroactive to the beginning of the quarter.

* For employees participating in the initial meeting with their supervisor at the start of the Performance Management and Development program, the date at which they would be eligible for the annual pay increase would be the beginning of the quarter following the twelve (12) month evaluation period.

IV. Beginning July 1, 2000, and until such time as the work performance appraisal program is initiated (see Paragraph C), bargaining unit members in the above classifications shall be eligible for regular step increments within the pay range for their classification based on service in the classification. However, it is understood that an employee can be denied a step increase for documented unsatisfactory work performance or unacceptable work habits. Any denial of a step increase shall be discussed with the employee and notice given to the Association.

V. Employees in the above classifications may be hired, placed or adjusted by the department to any established rate within the range for the classification based upon an evaluation of

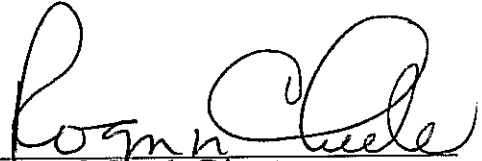
their training and experience and/or demonstrated work performance. Adjustments in excess of the standard annual increase shall be subject to review by the Human Resources Director for conformance with established policies and procedures.

- VI. Current bargaining unit members promoted to these classifications shall be placed at any pay level within the pay range but no less than five percent (5%) above their current salary.
-

Dated This 29 Day of June, 2001



Charles Clement, President
Field Engineers Association



Roger N. Cheek, Director
Labor Relations

EXHIBIT I
Representation/Wage Schedule

REPRESENTATION: City-Wide, except Library, Human Resources Department and Transportation Department

BARGAINING UNIT CODE NUMBER: 3700

CLASS CODE	CLASSIFICATION	EFFECTIVE 7/1/98		EFFECTIVE 7/1/99		EFFECTIVE 7/1/00	
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
12-23-13	Survey Assistant	\$22,000	\$25,400	\$22,700	\$26,200	\$23,400	\$27,000
12-23-21	Survey Technician	\$25,400	\$29,900	\$26,200	\$30,800	\$27,000	\$31,800

BARGAINING UNIT CODE NUMBER: 3600

CLASS CODE	CLASSIFICATION	EFFECTIVE 7/1/98		EFFECTIVE 7/1/99		EFFECTIVE 7/1/00	
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
12-23-24	Supervising Survey Technician	\$32,000	\$33,700	\$33,000	\$34,800	\$34,000	\$35,900
12-23-31	Associate Surveyor	\$43,100	\$50,200	\$44,400	\$51,800	\$45,800	\$53,400
12-23-36	Sr. Associate Surveyor	\$49,500	\$56,700	\$51,000	\$58,500	\$52,600	\$60,300

EXHIBIT II HOLIDAY SCHEDULE

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

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

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

NOTE: The optional holiday season closing dates will be as follows:

December	28, 29, 30, 1998
December	28, 29, 30, 1999
December	26, 27, 28, 2000