

MASTER AGREEMENT

BETWEEN THE

CITY OF DETROIT

AND

**DEPARTMENT OF TRANSPORTATION
FOREMEN'S ASSOCIATION OF AMERICA
(Non-Supervisory)**

2005 - 2008

2005 - 2008 MASTER AGREEMENT

City of Detroit/Department of Transportation Foremen's Association of America (Non-Supervisory)

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AGREEMENT

This Agreement is entered into by and between the City of Detroit, a Michigan Municipal Corporation, (hereinafter referred to as the Employer or the City), and the Department of Transportation Foremen's Association of America, (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 people of the City of Detroit.
- B. The parties recognize that the interest of the community and the job security of City employees are dependent upon the parties working together toward achieving the goal of customer service excellence for citizens, businesses and visitors of Detroit; and accomplishing the Employer's initiatives of effective community policing, safe and stimulating programs for young people, and improving the environment in neighborhoods to instill civic pride and encourage new development.
- C. To these ends the Employer and the Association encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

1. RECOGNITION OF ASSOCIATION

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

2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

- A. The Association recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and power of authority as set forth in the Charter and the Home Rule Act.
- B. The City reserves the right to discipline and discharge for just cause. The City shall have the right to establish hours and schedules of work and to establish the method and processes by which such work is performed.
- C. The City will not lock out any employee during the term of this Agreement. However, if any employee is unable to work because equipment or facilities are not available due to a strike, work stoppage, slowdown or other interference by other employees, such inability to work shall not be deemed a lockout under the provisions of this Article.
- D. Except as specifically abridged, delegated, granted or modified by this Agreement all of the rights, powers, and authority the City had prior to the signing of this Agreement are retained by the City and remain exclusively within the rights of the City.

3. ASSOCIATION RIGHTS AND RESPONSIBILITIES

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

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

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

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

4. AGENCY SHOP

- A. Employees are free to join or not to join the Association. Employees who are members of the recognized bargaining unit but who are not members of the Association may join the Association by initiating their Association application form and dues deduction authorization form.
- B. The City agrees to deduct from the wages of an employee, who is a member of the Association, all Association membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the City provided that the said form shall be executed by the employee. The written authorization for Association dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Finance Department and to the Association.
- C. Any person certified and employed with the City, who is not a member of the Association and who does not make application for membership within ninety (90) calendar days from the effective date of this Agreement or from the date he/she first becomes a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Association a service fee as a contribution towards the administration of this Agreement. Employees who fail to comply with this requirement shall be discharged within thirty (30) calendar days after receipt of written notice by the employing Department from the Association, unless otherwise notified by the Association in writing within said thirty (30) calendar days, and provided that the Association shall release the Department from fulfilling the obligation to discharge if during such thirty (30) day period the employee pays the membership dues or service fee retroactive to the due date and confirms his/her intention to pay the required membership dues or service fee in accordance with this Agreement.
- D. The City agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Association, all Association service fees uniformly required as provided in a written authorization in accordance with the standard form used by the City, provided that the said form shall be executed by the employee. The written authorization for Association service fee deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Finance Department and to the Association.
- E. All deductions under this Article shall be subject to revocation by the employee who executed such assignments, upon giving a written notice to assignees and the Finance Director within the thirty (30) calendar day period immediately prior to the expiration date of this Agreement. The Finance Director and the City Treasurer shall thereafter cease withholding any money whatever under such assignments.

- F. All Association membership dues and service fees will be authorized, levied, and certified in accordance with the by-laws of the Association. Each employee and the Association hereby authorize the City to rely upon and to honor certifications by the Treasurer of the Association regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Association dues and service fees, which dues and service fees shall be sent reasonably promptly to the Treasurer of the Association. The Treasurer of the Association shall not request the City to change the amounts so deducted more often than four times each City fiscal year.
- G. The Association shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Association, the City and its officers and employees shall be released from all liability to the employee-assignors, and to the Association under such assignments. (Chapter 13, Article 4, Section 4 of the Municipal Code of the City of Detroit.)
- H. 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.
- I. The Association agrees to save and hold harmless the City from any damages or other financial loss which the City may be required to pay or suffer as a consequence of enforcing the above provisions.

5. ASSOCIATION REPRESENTATION

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

The Association President and one (1) Association representative shall be excused from work with pay to attend all grievance hearings beyond the first step and all other such meetings as may be scheduled to conduct business between the City and the Association.

The Association will be allowed limited time off to conduct Association business with prior approval from the Department of Transportation Human Resources Manager or his/her designated representative.

- D. Beginning with Step 2 of the grievance procedure, the Association President, the Association representative, and the grievant may meet at a place designated by the City on the City's property for not more than one (1) hour immediately preceding their meeting with representatives of the City and shall be excused from work with pay for such time.
- E. The City agrees to allow the Association President, or in his/her absence his/her designated representative to use available telephone facilities on its premises for both incoming and outgoing local calls in the investigation or processing of grievances. If the lack of available telephone or other circumstances preclude the investigation or grievance processing from being handled in a timely manner by telephone, the Association President, or in his/her absence his/her designated representative may go to the site where the involved parties are located after arrangements have been made with his/her supervisor.
- F. No compensation will be made to Association officers or representatives for attending Association-Management meetings which occur at times other than their regularly scheduled working hours, except with permission of the Director of Transportation.

6. GRIEVANCE PROCEDURE

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

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

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

Step 1

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

Step 2

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

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

Step 3

- A. If the grievance is not satisfactorily resolved at Step 2, it must be appealed in writing to the Director of Transportation or his/her designated representative by the Association President or his/her designated representative within five (5) working days of the answer rendered at Step 2.
- B. The Department Head or his/her designated representatives shall conduct a hearing on the grievance within ten (10) working days of receipt of an appeal from Step 2.
- C. A written answer will be rendered to the Association President or his/her designated representative within five (5) working days from the date of the meeting at which the grievance was discussed.

Step 4

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

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

Step 5

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

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

- A. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an ad hoc arbitrator within seven (7) working days of such notice, the City shall secure a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties will then meet to mutually agree upon an arbitrator from the list.
- B. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provision(s) of this Agreement and he/she shall be without power and authority to make any decision:
1. Contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement.
 2. Concerning the discipline or discharge of an employee for engaging in a strike, slowdown or stoppage of work if the employee exercises his/her right under Section 6 of Act 379 of the Public Acts of 1965 as Amended, or if the discipline or discharge of an employee has been appealed to the Mayor pursuant to City Ordinance or applicable State Law (Veterans Preference).
 3. Granting any wage increases or decreases.
 4. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.
 5. Relative to position classification whether permanent or temporary.
 6. In a discipline case involving alleged misconduct, directing that the grievant be status changed, transferred or reassigned to another position. This provision would not apply where the subject of the grievance is a disputed demotion, transfer, or reassignment.
- C. The arbitrator shall have no authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions which by State law or City Charter the City cannot delegate, alienate, or relinquish.

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

7. STIPULATIONS TO THE GRIEVANCE PROCEDURE

- A. All grievance settlements shall be in accordance with the terms and spirit of this Agreement.
- B. Any grievance under this Agreement which is not filed in writing within ten (10) working days after the grievance arises shall not be considered a grievance.
- C. "Working Days" as used in the Grievance Procedure, shall include Monday through Friday and exclude Saturdays, Sundays and Holidays.
- D. The Association may withdraw a grievance without prejudice at any step of the Grievance Procedure.

- E. Any grievance not appealed in writing from a decision at Step 2 to Step 3 within ten (10) working days or from a decision at Step 3 to Step 4 within ten (10) working days or from a decision at Step 4 to Arbitration (Step 5) within twenty (20) working days shall be considered settled on the basis of the last answer to the grievance.

If the department does not respond to the grievance at Step 2 and Step 3 within fifteen (15) working days, the Association may move the grievance to the next step of the grievance procedure.

- F. The time elements in the four (4) steps of the grievance procedure may be shortened or extended or steps may be eliminated by mutual agreement.
- G. If the Association requests information regarding a grievance from an aggrieved employee's personnel file, such information will be made available to the Association. However, if such information is of such a nature that its release could be damaging to the employee and suit for damages could be brought against the City, the Employer may request that the Association present written authorization from the employee to release such information.

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

- H. The Association may request and management may agree to hold the imposition of disciplinary action in abeyance until after the scheduled date for a Third Step meeting to discuss the matter. This request must be made by the association representative at the time management has decided that discipline is to be issued. If for some reason the scheduled Third Step is postponed and unable to be conducted within a reasonable period of time, management may impose the penalty. This provision shall not apply in cases of absence without leave, insubordination, threats or acts of violence or other disruptive behavior. It also does not apply to instances of suspension pending discharge or discharge. Any additional action(s) by the employee warranting additional discipline in the interim shall be cause for immediate imposition of all pending discipline.

8. TIME LIMIT ON MONETARY CLAIMS

- A. The City shall not be required to pay back wages more than five (5) working days prior to the date a written grievance is filed.
- B. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to his/her removal from the City payroll, and payments from Unemployment Insurance, Social Security Disability, Welfare, Family Independence Agency, and City funded Long Term Disability Insurance, Sickness and Accident Insurance and Automobile Accident Income Replacement Insurance. Where appropriate, the City shall reimburse those agencies and insurance funds so as to not affect the employee's equity therein.

- C. In the case of a pay shortage which the employee would not have been aware of before receiving his/her pay, any adjustment shall be retroactive to the beginning of the pay period covered by such pay, if a grievance is filed within the twenty (20) working days within receipt of such paycheck.
- D. Where by payroll error an employee is underpaid or overpaid, the City is expressly authorized to correct the underpayment or overpayment by payroll adjustment. The City shall notify an employee in writing fourteen (14) days prior to making any overpayment recovery.
- E. The correction of the underpayment shall be made within sixty (60) days after notification to the department Human Resources Officer.
- F. For overpayment recoveries the City is authorized to deduct up to fifty dollars (\$50) weekly or one hundred dollars (\$100) bi-weekly. If the employee separates from City service, the entire unpaid balance shall be recoverable immediately.
- G. If the amount owed by the employee is over \$2,600, the City reserves the right to seek immediate recovery through the appropriate legal proceedings.

9. DISCHARGE AND SUSPENSION

- A. The Employer will promptly notify the Association President or his/her designated representative in writing of the recommended discharge or suspension of any employee covered by this Agreement.
- B. Upon request of the Association, a hearing will be scheduled by the Superintendent of Rolling Stock or his/her designated representatives on the recommended suspension within ten (10) days of request for hearing, except suspensions pending dismissal. The Employer will make available an area where the affected employee and his/her Association Representative may discuss this matter for one (1) hour prior to the hearing.
- C. **Appeal of Discharge or Suspension:** Should the Association consider the discharge or suspension to be improper, the Association President shall submit a written grievance to the Department Head within ten (10) calendar days of the date of the hearing with the Superintendent of Rolling Stock. The grievance will be processed in accordance with Step 3 of the Grievance Procedure.
- D. **Use of past record:** In imposing discipline on a current charge management will not take into account any prior infractions which occurred more than fourteen (14) months previously.
- E. It shall be the responsibility of the grievant to keep the Association and City informed of his/her mailing address and telephone(s) at which he/she may be reached for purposes of notification. Certified mail to the address of record shall constitute proper notification to the grievant.

10. SENIORITY OF ASSOCIATION PRESIDENT AND VICE-PRESIDENT

Notwithstanding his/her position on the seniority list, the Foremen's Association President and Vice-President shall, in the event of a layoff or demotion, be continued in the following order as long as there is:

1. work in his/her classification in this department;
2. work in any lower class in his/her series;
3. work in a classification, which he/she formerly held in his/her department;
4. work in a lesser class in the bargaining unit in which he/she can do the job; and
5. if laid off, shall be recalled whenever there is work in any such class in the department from which he/she was laid off.

Layoffs and demotions resulting from this procedure shall apply as long as no employee outside the Foremen's Association jurisdiction is affected except as otherwise agreed upon between other labor organizations, the Foremen's Association and the City.

11. CONTRACTUAL WORK

- A. The right of contracting or sub-contracting is vested in the City. The right to contract or sub-contract shall not be used for the purpose or intention of undermining the Association nor to discriminate against any of its members.
- B. In cases of contracting or sub-contracting affecting employees covered by this Agreement, the City will hold advance discussion with the Association prior to letting the contract.

12. SPECIAL CONFERENCES

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

- D. If the parties reach an agreement, it will be reduced to writing and signed by both parties.
- E. Within ten (10) working days of the date of the Special Conference upon request of either party, the other shall submit a written position statement on the matters taken up in the Special Conference.

13. NON-DISCRIMINATION

The Employer and the Association both recognize their responsibilities under Federal, State, and Local Laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights.

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

14. SENIORITY

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

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

- B. The City will furnish the Association once a year, a seniority list showing each bargaining unit member's name, address, department, classification, pension number, and social security number, and total City seniority date.
- C. **Loss of Seniority:** An employee shall lose his/her seniority for the following reasons only:
 - 1. The employee resigns or quits.
 - 2. The employee is discharged or permanently removed from the payroll and the separation is not reversed through the grievance procedure or other legal action.
 - 3. The employee does not return to work when recalled from layoff as set forth in the recall procedure.

4. The employee retires on regular service retirement.
 5. The employee does not return at the expiration of an approved leave of absence, as provided for in this Agreement and the Rules of the Human Resources Department.
- D. **Suspensions of Seniority Credit:** An employee shall not lose his/her accrued seniority but shall not accumulate additional seniority credit during the following periods:
1. Layoffs resulting from reduction in force which exceed four (4) years.
 2. Leaves of absence which exceed one (1) year.
 3. Extended Disability Benefits which exceed one (1) year.
 4. Voluntary layoffs.
- E. When employees of this bargaining unit receive a status change to a different classification within the bargaining unit, they will be able to exercise total City seniority in the new classification upon satisfactory completion of their probation periods.
- F. An employee who is absent from duty for three (3) consecutive work days without specific leave from his/her department and who fails to notify the employer within those three (3) days (except in cases of proven 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.

15. PROBATION PERIODS

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

- E. When a probationary employee is required to revert to a former classification as a result of failure to successfully complete his/her probation period, that employee shall be entitled to Association representation. Grievances which may be filed in such instances may not be appealed beyond Step 3 of the Grievance Procedure.

16. REDUCTION IN FORCE

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

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

SECTION 1 - REDUCTION IN FORCE TERMS DEFINED

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

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

- B. A layoff due to reduction in force is the removal of an employee from a position in a department and from the classified service of the City of Detroit, subject to the recall rights provided under this Article.
- C. A demotion due to reduction in force is the removal of an employee from a position in a class in a department by change of status to a position in a lower class.
- D. A transfer due to reduction in force is the removal of an employee from a position in a class in a department by change of status to a position in another class which is at the same level.
- E. A voluntary layoff is a removal of an employee from the classified service of the City of Detroit which is made at the request of and for the convenience of the employee. Unless otherwise indicated, seniority shall mean total City seniority as determined in accordance with Human Resources Department Rules.
- F. An employee acquires status in the classified service by certification in accordance with Section 6-510 of the City Charter and the Human Resources Department Rules III and IV.
- G. 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.

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

SECTION 2 - ORDER AND MANNER OF REDUCTION

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

- A. Within the department, the following categories of employees shall be removed first:
1. Provisional employees shall be separated by terminating their services; provided, however, that employees provisionally employed in the class who hold permanent status in some other class shall revert to the class in the department from which they were provisionally promoted or transferred.
 2. Employees who have not completed their initial probationary period shall be laid off in accordance with their seniority, the least senior employee being laid off first.
 3. Employees hired on a limited-term basis shall be laid off in accordance with their seniority, the least senior employee being laid off first.
- B. In the event it is necessary to reduce the number of permanent status employees in the class, the order of removal shall be as follows:
1. Employees in the class on a limited-term basis and employees in the class on a permanent basis who have not completed the required probationary period, but who hold permanent status in some other class, shall revert to the class in the department from which they were promoted or transferred. Removal shall be in accordance with their total City seniority, the least senior employee to be removed first.
 2. Employees in the class on a permanent basis shall be removed in accordance with their total City seniority, the least senior employee to be removed first. Such employees shall be laid off subject to the following demotion or transfer rights within the department:
 - (a) **Demotion in Series**
If the employee is in a class in an occupational series, the employee shall have the right to be demoted to a position in a lower class in the series, provided there are one (1) or more employees in the lower class in the department having less total City seniority. (The least senior employee displaced as a result shall be subject to demotion, transfer or layoff in accordance with applicable provisions of this Article.)

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

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

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

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

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

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

SECTION 3 - CITY WIDE DISPLACEMENT

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

Employees with permanent status who have been demoted to a lower classification due to reduction in force shall displace employees in the class from which they were demoted in those categories listed in Paragraph A of Section 2 on City-Wide basis. In addition, such demoted permanent employees who have one or more years of classified service shall displace other permanent employees in the class from which they were demoted of lesser seniority on a City Wide basis.

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

SECTION 4 - RE-EMPLOYMENT PROCEDURES

- A. Employees with permanent status in the class who were laid off, demoted, transferred, or laid off and certified to a lower class as a result of a reduction in force shall have their names maintained in order of their total City seniority on a special register ("blocking list") in the

Human Resources Department. Such employees shall be entitled to recertification, promotion or transfer from the register to any vacancy in the class from which they were demoted, transferred or laid off, or any lower class in the same series in any City department, before any such vacancy can be filled by certification, promotion, or transfer.

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

- B. Laid off employees who elect layoff in lieu of demotion in series shall be placed on the preferred eligible list for the class in which they were laid off and shall be recertified to available vacancies in this class in the order of their total City seniority from the list.
- C. Laid off employees shall be placed on preferred eligible lists for all other classes in which they have held permanent status and shall be offered certification to available vacancies in these classes in the order of their total City seniority from such lists, provided that employees who were laid off in such classes have been first recalled. Should a laid off employee on a preferred eligible list waive an offer of employment to a position in the class, his/her right to remain on that list shall terminate.
- D. In the absence of a preferred eligible list for a class, laid off employees shall be certified to requisitions for positions in such class from higher, equivalent or allied lists which have been determined to be appropriate by the Human Resources Director.
- E. Reemployment provisions in this Article do not apply to persons laid off and separated from City employment for a period of four (4) years.
- F. Persons recalled for employment who have been off work for more than ninety (90) days shall be subject to the pre-employment medical evaluations required of all applicants for hire.

SECTION 5 - EFFECT OF JURISDICTIONAL LINES

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

SECTION 6 - EMPLOYEES HOLDING MULTIPLE TITLES

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

SECTION 7 - CONDITIONAL WAIVER OF EMPLOYEE RIGHTS

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

SECTION 8 - PREEMPTIVE LAYOFF REQUESTS

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

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

SECTION 9 - STATUS CHANGES IN ANTICIPATION OF LAYOFFS

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

17. TRANSFERS (SHIFTS AND LOCATIONS)

- A. When a vacancy is to be filled on a permanent basis, the department will offer the opportunity to those employees who have filed transfer requests, provided that it does not adversely affect the operations of the department. The first sixty (60) days after the transfer shall be a period of review to determine if the employee meets the work requirements of the new location or shift; if not, he/she may be returned to his/her previous location or shift.
- B. Such transfer requests shall be filled out on a form provided by the City and filed with the Superintendent of Vehicle Maintenance's office at least thirty (30) calendar days prior to the declared vacancy.
- C. Transfer to a vacancy shall be offered to employees on the transfer request list in accordance with their Vehicle Maintenance Division seniority and their demonstrated suitability for the position. Vehicle Maintenance Division seniority is the total length of time an employee has been assigned to the Vehicle Maintenance Division at the Department of Transportation in any capacity. An employee must have three (3) years in the bargaining unit before being able to use Vehicle Maintenance Division seniority for shift transfers and location picks.

Employees with less than three (3) years of service in the bargaining unit shall use bargaining unit seniority as the determining factor. If the most senior employee is not offered the transfer opportunity, the department shall notify the employee and the Association in writing as to the reasons for such denial prior to the vacancy being filled.

- D. Once the transfer request has been honored, the employee will be required to remain at the new job for a minimum of six (6) months before submitting a new request.
- E. Newly promoted employees who have not completed a six (6) month probation period and any extension thereof, shall have no right to transfer by request and may be rotated into various assignments as the need for training or replacement assignments exists as determined by the City. Employees returning to the bargaining unit shall be placed in available vacancies after the current bargaining unit members requested transfers are made.
- F. Temporary vacancies will not be subject to transfer request. Such vacancies will be reviewed every sixty (60) calendar days, at the request of the Association, to determine if such vacancies may have become permanent and should be filled via the transfer procedure.
- G. The Department of Transportation has the authority to rotate all newly promoted supervisors for training purposes; the length of that training shall not exceed six (6) months. The rotation shall occur within the first twenty-four (24) months of the promotion.
- H. Effective with the signing of this Agreement, the job and shift locations will be considered the employee's basic job for the duration of this Agreement. However, in the event that a part of an operation or an assignment is eliminated, the affected employee(s) will be allowed to select in accordance with their seniority, shifts and locations with the Department within their classification insofar as it does not adversely affect the operation of the Department.

Implementation of this Article shall be consistent with Articles 13 and 16 of the Labor Agreement.

18. PROMOTIONS

Promotions of Association members to classifications within the bargaining unit shall be made on the basis of ability, training, experience, and seniority in accordance with applicable provisions of the City Charter and Human Resources Department Rules.

19. LEAVES OF ABSENCE

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

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

- B. To be eligible for a leave of absence, the employee must have completed one (1) year of continuous classified service immediately prior to the leave. This requirement shall not apply to leaves for military service or Health Leaves for Maternity.
- C. Leaves of absence (excluding military) may be extended for periods up to two (2) years. After two (2) years, the person's name may be placed on the preferred eligible list for an additional two (2) years. Seniority of persons on leave of absence shall be governed by the Seniority Article of this Agreement.
- D. Unless otherwise provided for, the procedure for the administration of this Article shall be in accordance with Human Resources Department Rules.
- E. **Family and Medical Leave Act of 1993 (FMLA):** The FMLA became applicable to employees in collective bargaining units on August 5, 1994. The Human Resources Department issued a policy directive dated September 9, 1993, which detailed how the provisions of the FMLA would be implemented and incorporated into the existing City Leave of Absence Policy. This Policy was reissued on April 21, 1998. The Policy is incorporated herein by reference.

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

20. VETERANS - RESERVES - EDUCATION

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

21. 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.

22. ASSOCIATION BULLETIN BOARDS

- A. The City will furnish for the Association one (1) adequate bulletin board at Coolidge Garage, Gilbert Garage, Shoemaker Garage and Shop Areas. The boards shall be used only for the following notes:

1. Recreational and social affairs of the Association.
2. Association meetings.
3. Association election.
4. Reports of the Association.
5. Rulings or policies of the Association.

Notices and announcements shall not contain anything political or of a libelous nature. All notices shall be signed by the Association President or his/her designated representative.

Any abuse of the Association Bulletin Board will be a matter for Special Conference.

23. DISCONTINUANCE OF ENTIRE OPERATIONS

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

24. WAGES

A. **GENERAL WAGE INCREASES:**

- | | | |
|--|------|--|
| 1. Effective July 1, 2005 | 0% | |
| 2. Effective July 1, 2006 | -10% | (See MOU RE: Wage Concessions) |
| 3. Effective July 1, 2007 | 0% | |
| 4. Effective June 30, 2008, 11:59 p.m. | 4% | No retroactive amounts shall be attributable to any period between July 1, 2005 and June 30, 2008. |

25. OVERTIME

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

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

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

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

C. **Double Time Overtime:**

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

- D. Premium payments shall not be duplicated for the same hours worked.
- E. Paid sick leave, paid holidays, paid vacation and paid personal leave days, shall be considered as time worked for overtime computation purposes.
- F. All of the above shall be in accordance with Chapter 13, Article 2 of the Municipal Code of the City of Detroit and the Michigan Minimum Wage Law.
- G. All time paid under this contract and existing rules and ordinances for sick leave, holidays, vacation, jury duty time and time lost due to a job connected injury shall be counted as time worked for the purpose of computing overtime.

H. **Equalization of Overtime:**

1. Overtime will be equalized among employees of the same classification, shift and location to the extent that it is operationally feasible.
2. When overtime is required to fill a vacancy, employees of the required class on the previous shift will be asked to remain beyond their regularly scheduled shift and employees of the succeeding shift will be asked to come in early (split the shift).
3. When operationally feasible, employees who are on their first scheduled off day (sixth day) will be called in to work overtime before splitting the shift. The foreman in charge of the shift shall be responsible for arranging such coverage.
4. When sixth or seventh day overtime is required in the garages and when only one (1) foreman is assigned to the shift, both the Auto Repair Foreman and the Auto Repair Sub-Foreman shall be eligible for such overtime and it shall be equalized among employees of those two (2) classes on a shift at a garage.
5. When an employee is offered overtime and does not work, he/she will be credited with the overtime as if he/she worked for the purpose of equalizing overtime.
6. The Employer and the Association recognize in making the agreements in this provision that, in many instances, the implementation and execution of these provisions will be the responsibility of members of the bargaining unit. It is understood and agreed that the Employer assumes no responsibility for, nor shall it be a proper subject for the grievance

procedure, when the provisions of this Article of the contract are improperly executed or applied by a member of the bargaining unit.

26. RETIREMENT

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

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

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

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

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

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

- B. Retirement benefits shall be modified to include an optional coordination of benefits between regular retirement benefits and Social Security benefits for those employees who retire from the City with a regular retirement or the Actuarially Reduced 25 Year Option prior to becoming eligible for Social Security payments. Such coordination of benefits shall cause an

approximate leveling of total monthly benefits derived from both the City's retirement system and Social Security without creating any additional actuarial costs.

- C. For employees hired on or after July 1, 1980, the vesting provisions of the City Retirement Plan shall require ten (10) years of service regardless of age in lieu of the "40 and 8" age and service requirement.
- D. For employees who separate from City service with a vested pension prior to reaching eligibility for a regular service retirement, time earned after July 1, 1986, shall not be factored into the formula for determining their pension benefit until they shall have attained age 62. This provision will not affect the current practice governing disabled employees.

In the event that any law, state or federal is passed during the term of this Agreement which permits employees to vest their pension prior to meeting the vesting requirements set forth in this contract, any employee who vests his/her pension in such a manner shall not be eligible for any pension benefits until his/her sixty-second (62nd) birthday.

- E. Employees who become eligible for a pension under the vesting provisions of the plan, shall be ineligible for any of the hospital, medical, optical or dental benefits provided for other retirees, spouses, dependents or beneficiaries.
- F. Employee contributions to the general retirement annuity fund shall be optional. Balances in the fund standing to the individual credit of employees discontinuing contribution shall be maintained with accumulated interest to be paid out to the employee upon separation from the City. Employees qualified under the pension vesting provision of the general retirement system may withdraw their annuity with accumulated interest upon separation.

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

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

- G. At the time of retirement, members of the general City pension system may elect an option which shall entitle them to change their pension option from either option 2 or option 3 to a straight life pension after they have commenced collection of the pension if the member's beneficiary predeceases the member. This shall be known as the Pop-Up Option. The actuarial cost of the change in benefit shall be borne by the member who selects this change in his/her option election.
- H. Employees who retire on or after July 1, 1998, shall have their pensions computed according to the following formula. Using the highest paid 36 consecutive months out of the last 120, including longevity payments, as Average Final Compensation; 1.6% of Average Final Compensation for each year of service for the first 10 years; 1.8% of Average Final Compensation for each year of service greater than 10 years up to 20 years, 2.0% of Average Final Compensation for each year of service greater than 20 years up to 25 years; and 2.2% of Average Final Compensation for each year of service greater than 25 years; plus \$12 for each

year of City service not to exceed \$120. In no case shall benefits paid by the Retirement System exceed ninety percent (90%) of Average Final Compensation except in the case where a higher pension amount has been earned in accordance with the provisions in effect prior to July 1, 1992.

- I. Effective for bargaining unit members who retire on or after July 1, 1999, they shall have the option to 1) select the Unused Sick Leave On Retirement payment benefit provided for in Article 29 of this labor agreement, or 2) choose to receive twenty-five percent (25%) of the unused accrued sick leave bank provided in Article 29 and have that sum included in the average final compensation used to compute the membership service pension portion of their retirement allowance. For any member choosing to exercise this option the lump sum payment the member will receive will be the remaining value of the unused accrued sick leave bank as provided in Article 25.
- J. Effective January 1, 1999, the maximum annual amount payable to an individual on a Duty Disability pension shall be increased to \$9,000 and for Non-Duty Disability pension to \$6,000.
- K. Effective January 1, 1999, minor dependents under age 19 or permanently mentally or physically impaired dependent children who become impaired prior to age 19 of employees who die with 20 years of service without a surviving spouse shall receive a payment of \$9,000 per year which shall be divided equally amongst all eligible dependents. The payment will cease when the last minor attains age 19 or for mentally or physically impaired children at death. There shall be no retirement escalator for this payment.

The maximum amount of the Accidental Death Benefit as found in Chapter VI, Article VI, Part C, Section 1, Paragraphs B and C of the City Charter shall be increased from \$9,000 per annum.

- L. In addition to in-service death pension benefits which already exist for employees with 20 or more years of service, effective July 1, 1998, if a bargaining unit member dies after having attained 15 or more but less than 20 years of creditable service at any age below 60, the surviving spouse will be paid a 50% joint and survivor election. Dependent children, if there is no eligible surviving spouse, are to be paid a total of \$6,000 which shall be divided equally amongst all eligible dependents until the youngest child reaches age 19, or for life if a child is permanently physically or mentally impaired.
- M. The post retirement escalator factor shall increase from 2.0% to 2.25% of original base pension effective July 1, 1992.
- N. Employees shall have the option of selecting from two additional surviving beneficiary options of 25% and 75%.
- O. **Annuity Contribution Amounts:** The City will offer employees who choose to contribute to the annuity plan the option of 3% up to the Social Security maximum salary which would then be increased to 5%, a straight 5%, or a straight 7%.

- P. Members of the bargaining unit shall have the option of belonging to the City's current defined benefit/defined contribution retirement plan or a new defined contribution retirement plan in accordance with the rules the City will issue for a defined contribution plan. The parties agree that the defined contribution plan the Executive Branch will propose for acceptance by the City Council, although not specifically detailed at this time, is intended to be primarily in accordance with the provisions which were last advocated in the Executive Branch in November-December, 1997.
- Q. Effective August 1, 1999, or the earliest date thereafter when all required agreements are reached between the City and other parties, the membership of the General Retirement System, Board of Trustees [Article II, Section 2, Subsection (1)] shall be modified to provide that one of the trustees is: "The Mayor of the City or his/her designated representative, ex-officio. Such designated person shall be a full time appointive or classified City employee."
- R. All Retirement and Pension Plan Provisions provided for by the City Charter and Municipal Code are incorporated herein by referral unless otherwise specifically modified by this Agreement and Ordinance 2-93, J.C.C. Page 133.

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.

27. WORK WEEK, WORK DAY, SHIFT PREMIUM

A. Standard Service Week:

1. The standard payroll work week shall begin at 12:01 a.m. Saturday, and end at 12:00 p.m. Friday. It shall consist of five (5) regularly scheduled eight (8) hour work periods on as many work days. The two (2) remaining days in the payroll work week shall be known as "off days."
2. The first scheduled "off day" within the payroll work week shall be designated as the "sixth day" and the second scheduled "off day" within the payroll work week shall be designated as the "seventh day."

Off days in the work week shall be scheduled consecutively unless such scheduling shall adversely affect or add cost to operations of the department.

3. When operating conditions or changes therein necessitate the adoption of new work week schedules or changes in the present work week schedules, the affected department will discuss the matter with the Association prior to implementation of the changes.
4. When a foreman is assigned to work the entire regularly scheduled shift alone and is unable to take their allotted lunch period, they shall receive a thirty (30) minute compensation.

B. Service Day and Work Day:

1. The regular service day shall begin at 12:01 a.m., and extend to 12:00 p.m. The work day shall consist of eight (8) hours exclusive of the lunch break in the service day.
2. When an employee is called to work, he/she shall be given one hour of pay for "call-in" time at the straight time rate and be guaranteed no less than four (4) hours of pay for "show up" time at the straight time rate.
3. When an employee works overtime, meal periods and coffee breaks are unpaid time.
4. Employees assigned to seven day operations shall be required to call in one (1) hour prior to the start of their shift when requesting a sick day.

C. Afternoon and Night Shifts:

1. Effective November 10, 2003, employees who work regularly scheduled afternoon and night shifts shall receive, in addition to their regular pay, a premium of seventy (70¢) per hour for the afternoon shift and a premium of seventy-five cents (75¢) per hour for the night shift according to Chapter 13, Article 2, Section 12 of the Municipal Code of the City of Detroit.

2. Shift Premium Times:

The afternoon shift shall be any full-time shift commencing at the hour of 11:00 a.m. or between the hours of 11:00 a.m., and 6:59 p.m.

The night shift shall be any full-time shift commencing at the hour of 7:00 p.m., or between the hours of 7:00 p.m., and 3:59 a.m. in accordance with Chapter 13, Article 2, Section 12, of the Municipal Code of the City of Detroit.

- D. All of the provisions of this Article shall be in accordance with Chapter 13, Article 2 of the Municipal Code of the City of Detroit.
- E. All hourly paid employees shall receive their pay for regularly scheduled hours not later than Friday following the payroll week in which it is worked.

28. WORK SCHEDULES

- A. The employer will prepare and post work schedules for all employees covered by this Agreement.
- B. The work schedules shall indicate the shift, location and off days of each employee and shall be posted no less than five (5) days prior to their effective dates, excluding Saturdays, Sundays, and contractual Holidays.
- C. The work schedules as posted shall not include more than four (4) weeks per posted schedule.

- D. Any changes made in the posted schedules will be made effective at the beginning of the payroll work week, except in emergencies. When such changes are contemplated, all affected employees at the location and on the shift where the changes are being made will be notified directly.
- E. No schedule changes will be made to allow an employee to work a seventh day unless other employees from other shifts are not available to "split the shift", except where those other employees have worked or are scheduled to work a sixth day in that same week.
- F. Shifts, locations, and days off which are assigned under these provisions may be changed in accordance with the operational needs of the department. When such changes are necessitated the department will notify the Association of the reasons for the change. Such changes shall be proper subject for Special Conference.

29. SICK LEAVE, CASUAL LEAVE, SICKNESS AND ACCIDENT AND EXTENDED DISABILITY INSURANCE

A. Sick Leave Earned Prior to July 1, 1978:

1. After July 1, 1978, sick leave may be used to supplement the benefits paid by the Sickness and Accident and Extended Disability Benefit Insurance program to provide 100% pay to an employee until such banks are exhausted. An employee supplementing Sickness and Accident and Extended Disability Benefits with sick leave under this Article shall not accrue any benefits except as provided in Sections D-2 and E-2 of this Article.
2. Sick leave may also be used to provide payment for time lost because of an unpaid absence due to illness according to departmental practices regulating sick leave.
3. An employee who retires or dies on or after January 1, 1978, shall be paid 60% of their unused sick leave banks earned prior to July 1, 1978, plus an additional 10% of their banks for each complete year he/she works over 30 years, not to exceed 100% of the bank.

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

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

- B. If an employee has no sick leave or casual leave as provided for in paragraphs A and C of this Article, he/she may charge vacation for time lost due to illness if the employee files a claim for Sickness and Accident Insurance and duration of the illness is of sufficient time to qualify for Sickness and Accident Insurance.

C. Casual Leave:

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

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

2. **Eligible employees off the payroll on July 1st:**

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

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

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

3. **New Employees:**

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

<u>If An Employee Becomes Eligible In The Month Of</u>	<u>Days Credited After Six (6) Months On The Payroll With Three (3) Months Of Service</u>
July 1	7
August 1	6
September 1	5
October 1	4
November 1	3
December 1	2
January 1 through March 1	1
April through June	7 days next fiscal year

4. For the purpose of this Article, an employee shall be considered off the payroll if he/she is fired, quits, engages in a work stoppage, is on a formal leave of absence granted by the Human Resources Department (generally over 30 days), laid off, collecting Extended Disability Benefit Insurance, or retired. An employee's payroll status not covered by the above shall be subject to a Special Conference. Criteria to be used to determine payroll status will be if the absence of the employee shall be for more than thirty (30) days.
5. Employees may use their accrued Casual Leave Days under the following conditions:
 - a. The Department will determine the number of employees who will be allowed off at any given time.
 - b. The use of Casual Leave Days must be prescheduled and approved by the supervisor at least twenty-four (24) hours in advance.
 - c. For any day that the quota has not been exceeded, the supervisor may approve employees request for Casual Leave Days if made less than twenty-four (24) hours in advance.
 - d. Request for leave time can be denied if employee's absence would adversely affect the Department's operation.
6. Up to eight (8) hours of casual leave may be used in less than four (4) hour increments but not less than one (1) hour increment. Otherwise casual leave must be used in not less than half day increments.
7. Employees may not use the provisions of this Article for scheduled work on a holiday or Excused Time Day. Departments shall have the right to require proof of illness for absence due to illness on holidays and excused time off days.
8. **Casual Leave Bonus Plan:**
 - a. All casual leave earned under this Article may be converted to vacation or paid in cash at the option of the Department if not used in the fiscal year in which it is credited or if an employee is laid off.
 - b. If in the fiscal year no casual leave is used and an employee had no unscheduled absences, such employee shall be paid for nine (9) days.
 - c. If one (1) scheduled Casual Leave Day is used in the fiscal year and the employee has no days of unscheduled absence, such employee will be paid eight (8) days.
 - d. Additional Funeral Leave Days which are provided under the terms of Article 34 of the Agreement will be charged first to unused Casual Leave Days.
 - e. Absences of employees excused for Association business will not be charged to casual leave.

- f. No casual leave bonus will be paid to employees who have more than one (1) unscheduled absence even when casual leave was not used to cover that absence.
 - g. The waiting period for Sickness and Accident will be charged first to casual leave.
9. No more than seven (7) Casual Leave Days may be credited to an employee in any fiscal year.
 10. No disciplinary action shall be taken as a result of using the seven (7) Casual Leave Days granted under this Article in accordance with the above.
 11. No casual leave will be paid between June 20 and June 30, at the end of the fiscal year, for the purpose of auditing casual leave banks to reimburse employees for unused casual leave. If an employee has a scheduled absence during this period and has casual leave for which he/she is due to be reimbursed, such employee will not be paid casual leave for the actual day(s) of absence but will receive payment when unused casual leave is reimbursed. The absence will be recorded as casual leave.

D. Sickness and Accident Insurance:

1. All employees who have completed one (1) year of continuous service at the Department of Transportation shall be eligible for Sickness and Accident Insurance Benefits. One (1) year of continuous service shall mean twelve (12) consecutive calendar months for which an employee is paid for a minimum of eighteen (18) days. The Sickness and Accident benefit shall be sixty percent (60%) of standard gross pay at time of disability.
2. An employee shall continue to be eligible for the following fringe benefits while collecting Sickness and Accident Insurance:
 - a. All medical insurance;
 - b. Death benefits and life insurance;
 - c. Service time for pension accrual, vacations, longevity and unused sick leave payments;
 - d. Seniority.
3. Employees who have met the requirements to receive Sickness and Accident benefits and who have been referred for treatment or have voluntarily presented themselves for treatment for chemical dependency shall receive Sickness and Accident benefits for the initial in-patient treatment program followed up by enrollment in ongoing out-patient treatment program. Benefits will be paid upon verification from a licensed physician or proof of admission in a medical facility. Monthly progress reports will be required every thirty (30) days confirming that each scheduled appointment has been kept, that the employee is adhering to all prescriptions and proscriptions as instructed and is remaining substance free. If or when treatment is discontinued, the Department must be notified. The employee is expected to meet these requirements for a minimum of six (6) months. Upon return to work no additional benefits will be paid for any absence that occurs within a twelve (12) month period for chemical dependency or related illnesses.

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

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

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

E. Extended Disability Benefit Insurance:

1. All employees who have completed three (3) years of continuous service at the Department of Transportation shall be eligible for Extended Disability Benefit Insurance. A year of continuous service shall be twelve (12) consecutive months for which an employee is paid for a minimum of eighteen (18) days. The benefit shall be fifty percent (50%) of standard gross pay at time of disability.
2. An employee shall be eligible for the following fringe benefits while collecting Extended Disability Benefit Insurance:
 - a. All medical insurance;
 - b. Death benefit plan;
 - c. Service time for pension accrual if the disability is duty related.
 - d. Seniority shall continue to accrue for the purposes of picking vacations, holidays, and work preferences within the Department of Transportation.
3. The rules and regulations regarding the administration of Extended Disability Benefit Insurance shall be as set forth in the Supplemental Agreement covering Sickness and Accident and Extended Disability Benefit Insurance.

30. HOSPITALIZATION, MEDICAL, DENTAL AND OPTICAL CARE INSURANCE

The parties have reached an agreement in regard to health care plan changes in accordance with the MOU Re: Concession Agreement. However, the hospitalization, medical, dental and optical care benefits as of June 30, 2005, will be maintained until the new care design plan changes are implemented. That implementation is to occur on or after July 1, 2006.

Changes to this Article are reflected in the Memorandum of Understanding RE: Alternative Health Care Plan.

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

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

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

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

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

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

For persons who retire (except for vested retirees) on or after July 1, 1986, the City will pay up to the following amounts per month for hospitalization and medical insurance:

Single person	\$100.06
Two persons	\$238.29

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

E. The City Blue Cross hospitalization plan for active employees and their dependents and retirees and their spouses shall include Blue Cross Master Medical insurance with a twenty percent (20%) co-pay benefit and a fifty dollar (\$50.00) per person annual deductible (\$100.00) for two (2) or more in a family).

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

Single Person
Two Persons
Family

- G. The City shall provide for all active employees and their dependents and duty disability retirees and their dependents, a Dental Plan which shall be equivalent to the Blue Cross/Blue Shield program which provides Class I benefit on a twenty-five percent (25%) co-pay basis and Class II and III benefits on a fifty percent (50%) co-pay basis. Classes I, II, and III benefits shall not exceed \$1,000 per person per year. In addition, Orthodontic coverage shall be on a fifty (50%) co-pay basis with a \$1,000 life time maximum. Other terms and conditions regarding these plans shall be in accordance with the standard Blue Cross/Blue Shield policies regarding administration of such programs.

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

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

- H. The City will provide Optical Care Insurance through the Employee Benefit Board, such benefit will include case hardened lenses. Effective July 1, 2005 through June 30, 2006, the City will contribute \$6.42 per month for employees covered by CO/OP Optical and \$6.27 per month for employees covered by Heritage Optical.

Optical care enrollments will occur at two (2) year intervals.

- I. 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.
- J. 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.

- K. Effective July 1, 1999, employees on the active payroll who are covered by a health care plan offered by an employer other than the City, and can furnish proof of such coverage, may elect to take an annual \$950 cash payment, payable 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.

NOTE: 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.

31. 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 1,000 hours of paid time, exclusive of overtime or premium time, and until they have attained status as City employees for at least six (6) months. When employees qualify, as above stated, they shall be entitled to five (5) days of vacation leave. Once employees have earned at least sixteen hundred (1600) hours of paid time, exclusive of overtime, and have attained status as employees for at least twelve (12) months, they are entitled to five (5) additional vacation days. In order that an employee's time may be computed on a fiscal year basis, on the July 1 following his/her first year anniversary date of employment the employee will be entitled to a prorated vacation leave, computed by multiplying the number of months remaining from the anniversary date, to the end of the fiscal year by 8.3 per cent of ten (10) days and rounding the product to the nearest whole number. Thereafter, his/her vacation shall be computed on a fiscal year basis.

B. The vacation schedule shall be as follows:

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

C. **VACATION PERIOD:**

1. Vacations will, insofar as possible, be granted at a time most desired by employees according to their seniority and in accordance with departmental practice.
2. When an official holiday occurs during a scheduled vacation, the employee shall be entitled to an additional vacation day.
3. If an employee becomes ill while on his/her vacation, or prior to, his/her vacation shall be re-scheduled after proof of such illness.
4. Employees who are on extended sick leave of one (1) month or more on any October 1st date, shall, upon prior written application to the department head and the Finance Director be entitled to a lump sum payment in lieu of time off for all vacation leave earned during the preceding fiscal year.
5. An employee's vacation bank may not exceed more than forty (40) days, or 320 hours, on any October 1st.

D. **VACATION PRORATION:**

Employees who fail to accumulate the required sixteen hundred (1,600) 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 paid time, shall be entitled to vacation leave before such separation computed as follows: 8.3 per cent of the vacation credit of the previous July 1 multiplied by the number of calendar months in which employees have been paid for not less than eighteen (18) normal service days, excluding overtime, and rounded to the nearest whole number. After sixteen hundred (1600) straight time hours are worked in a fiscal year, employees will be entitled to one hundred per cent (100%) of their next July 1 vacation. Where employees have attained status for at least twelve (12) months, but have not yet been placed on a fiscal year basis, and are separated from the service, they shall be entitled to prorated

vacation leave, computed by multiplying the number of months worked from the one (1) year anniversary date to the date of separation by 8.3 per cent of ten (10) days and rounding the product to the nearest whole day. Current rules governing vacation shall otherwise continue to apply. This paragraph does not apply to part-time, seasonal or temporary employees.

Employees who are discharged for stealing, mishandling of DOT funds, or falsifying DOT payroll records are not entitled to pro-rated vacation pay.

E. VACATION PRORATION - LAYOFFS:

An employee who is laid off for an extended period of time beyond thirty (30) calendar days, will receive a lump sum bonus payment in lieu of any unused vacation credit including that accrued in the current fiscal year on a pro-rata basis according to Article 31-D.

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

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

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

32. HOLIDAYS AND EXCUSED TIME OFF

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

Employees shall be entitled to four (4) swing holidays 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. New employees shall be entitled to the fourth swing holiday after one year of service which shall be then credited each July 1st.

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

- D. If an employee is absent without just cause on a holiday or excused time day on which he/she is scheduled to work, he/she shall receive no pay for the holiday.
- E. Double time will be paid for all hours worked on a holiday in addition to the straight time holiday pay due for a holiday as such.
- F. Premium payments shall not be duplicated for the same hours worked.
- G. Employees shall be granted eight (8) hours of "Excused Time" on Good Friday in the year 2004 and thereafter or eight (8) hours on the last scheduled paid day prior to Good Friday, and eight (8) hours of "Excused Time" 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 their 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 27, 28, 29, 2005

December 26, 27, 28, 2006

December 26, 27, 28, 2007

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

33. 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, he/she shall be granted two (2) days to be charged against current sick leave and then reserve sick leave upon his/her request.

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

34. LONGEVITY PAY

- A. Employees shall qualify for longevity pay as follows:
 - 1. Employees may qualify for the first step of longevity pay, provided they have served as City employees for an accumulated period of five (5) years.
 - 2. Employees may qualify for the second step of longevity pay, inclusive of the first step provided they have served as City employees for an accumulated period of eleven (11) years.
 - 3. Employees may qualify for the third step of longevity pay, inclusive of the first and second steps, provided they have served as City employees for an accumulated period of sixteen (16) years.
 - 4. Employees may qualify for the fourth step of longevity pay, inclusive of the first, second and third steps, provided they have served as City employees for an accumulated period of twenty-one (21) years.
 - 5. Employees may qualify for the fifth step of longevity pay, inclusive of the first, second, third and fourth steps, provided they have served as City employees for an accumulated period of twenty-six (26) years.

6. The first step of longevity increment shall be one hundred fifty dollars (\$150). The second step of longevity increment inclusive of the first step, shall be three-hundred dollars (\$300). The third step of longevity increment, inclusive of the first and second steps, shall be four-hundred and fifty dollars (\$450). The fourth step of longevity increment, inclusive of the first, second and third steps, shall be six hundred dollars (\$600). The fifth step of longevity increment, inclusive of the first, second, third and fourth steps, shall be seven hundred and fifty dollars (\$750).
- B. Employees who have qualified for longevity pay and have accumulated at least 1,600 hours of straight time Regular Payroll hours of paid time during the year immediately preceding any December 1st date or other day of payment will qualify for a full longevity payment provided they are on the payroll on the December 1st 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 1st.

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

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

35. JURY DUTY

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

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

If selected to serve on a jury which requires the employee to be off work for more than one (1) day, the employee must notify his/her employing department each day in accordance with established departmental call-in procedures. Failure to do so will make the employee ineligible for jury duty supplementation.

The jury duty supplementation shall not apply to special service, contractual, temporary or other employees with less than one (1) year of seniority.

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

36. UNEMPLOYMENT COMPENSATION - SUPPLEMENTAL UNEMPLOYMENT BENEFITS

A. UNEMPLOYMENT COMPENSATION:

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

B. SUPPLEMENTAL UNEMPLOYMENT PLAN:

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

Section 1. Application for Supplemental Unemployment Benefits.

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

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

- a) such layoff
 - 1) was from the Bargaining Unit;
 - 2) occurred in a reduction in force;
 - 3) was not for disciplinary reasons and was not a consequence of (I) any strike, slowdown, work stoppage, picketing (whether by his/her bargaining unit or any other), or concerted action, or any dispute of any kind involving City employees, or (ii) any fault attributable to the applicant, or (iii) any war or hostile act of a foreign power (but not government controls or regulation connected therewith), or (iv) sabotage or insurrection, or (v) any act of God and
 - 4) was not self elected.

- b) with respect to such week, the applicant:
 - 1) had sufficient seniority to be eligible for one (1) week's benefit;
 - 2) has registered at and has reported to an employment office of the Michigan Unemployment Insurance Agency as required by the MUIA;
 - 3) has received unemployment compensation from MUIA not currently under protest;
 - 4) has not refused to accept work when recalled pursuant to the Collective Bargaining Agreement and has not refused an offer by the City of other available work which the applicant has no option to refuse under the Collective Bargaining Agreement;
 - 5) has not failed to report for interview within five (5) working days after notice of recall from the City;
 - 6) has not failed through any fault of his/her own to report for hire at the employing department within five (5) working days after certification;
 - 7) was not eligible for and was not claiming any accident or sickness or other disability benefit (other than a disability benefit which would be payable to the applicant whether he/she was working full time or not or a survivor's allowance under Workers' Compensation laws), whether publicly or privately financed, or a pension or retirement benefit financed in whole or in part by the City;
 - 8) was not in military service;
 - 9) did not receive any unemployment benefit from, or under any contract, plan or arrangement of, any other employer, and he/she was not eligible for such a benefit from, or under any contract, plan or arrangement of, any employer with whom he/she has greater seniority than with the City;
 - 10) must have been on continuous layoff from the City for thirty (30) consecutive calendar days; whereupon he/she will be eligible retroactively for benefits commencing after the second week of layoff.
 - 11) must not be on layoff from a classification designated as special service, limited term, part-time, provisional, contractual, limited status, or for which the duration of employment is listed as seasonal;
 - 12) must have at least eighteen (18) months total City seniority;

- c) an employee shall forfeit permanently all eligibility for S.U.B. if he/she shall misrepresent any material fact in connection with an application by him/her for any S.U.B. or other unemployment compensation. Furthermore, he/she shall be subject to disciplinary action upon his/her return to active status.

Section 3. Powers and Authority to the City

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

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

Section 4. Amount of Weekly Supplemental Benefit

An applicant who meets all the eligibility requirements of this Article shall be entitled to a weekly Supplemental Unemployment Benefit in the amount of forty-five (\$45.00) dollars.

Section 5. Duration of Supplemental Benefit

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

Section 6. Offset of Back Pay

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

37. 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 Association 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 association. An employee in an alternate classification on a permanent basis continues to have a right to return to his/her former job classification in his/her 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.

38. DEATH BENEFITS AND LIFE INSURANCE

A. DEATH BENEFITS:

Death benefits for all regular City employees are authorized by the City Charter, Title IX, Chapter VIII. The City Code, Chapter 13, Article 8, Section 8 currently provides a death benefit of \$10,000.

1. MEMBERSHIP:

Mandatory for regular employees.

2. CONTRIBUTIONS:

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

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

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

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

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

- d. Loss of any two of the members or facilities enumerated in (a), (b), (c).
- e. Permanent and complete paralysis of both legs or both arms or one leg and one arm.
- f. Incurable insanity or imbecility.

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

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

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

The Medical Board of Inquiry shall consist of three (3) physicians or surgeons appointed by the Wayne County Medical Society. The Medical Board of Inquiry shall examine all medical findings and within sixty (60) days of its formation shall file with the Finance Director a written report of its findings, which as to the benefits provided herein shall be final and binding as to the medical finding. The Finance Director shall pay the fees of the physician named by him/her and the fees of any Medical Board of Inquiry formed.

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

C. **GROUP LIFE INSURANCE:**

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

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

39. MISCELLANEOUS

- A. All salaried employees will have their hourly rates computed by dividing their annual salary by 2,080 hours.

- B. Deferred Compensation Plan: Employees shall be eligible for a Deferred Compensation Plan made available by the City. Participation in the Plan shall be optional with each employee.
- C. 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).

40. SAVINGS CLAUSE

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

41. WAIVER OF BARGAINING RIGHTS

The parties acknowledge that for the life of the Agreement, they have each voluntarily and unqualifiedly waived the right, and agreed that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such 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 this Agreement.

42. SUCCESSOR CLAUSE

This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by a change of any kind of the ownership or management of either party hereto or of any separable, independent segment of either party hereto.

43. DURATION, MODIFICATION AND TERMINATION

This Agreement shall become effective upon the effective date of Resolution of Approval of the City Council as provided by law and shall remain in full force and effect until 11:59 P.M., June 30, 2008.

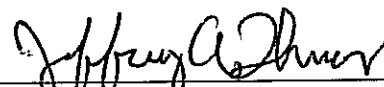
If either party desires to modify this Agreement, it may give notice to the other party as early as February 2008.

In the event the parties fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic items by June 30, 2008, this Agreement will remain in effect on a day to day basis. Either party may terminate the Agreement by giving the other party a ten (10) calendar day written notice on or after June 20, 2008.

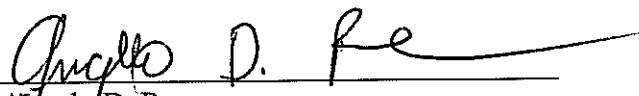
IN WITNESS WHEREOF, the parties hereto have executed this Agreement

Dated this 12th Day of August, 2008.

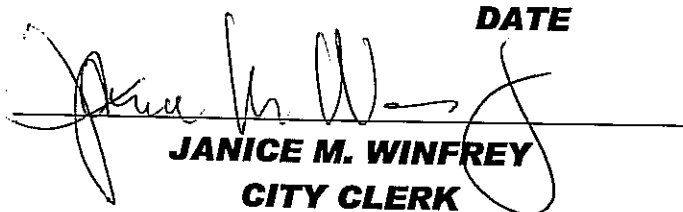
DOT. FOREMEN'S ASSOCIATION
OF AMERICA:


Jeffrey A. Thomas, President

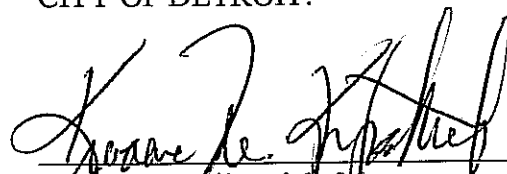

Nicholas Duncan, Vice-President

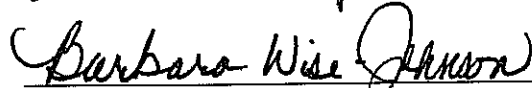

Angelo D. Powe
Executive Board Member

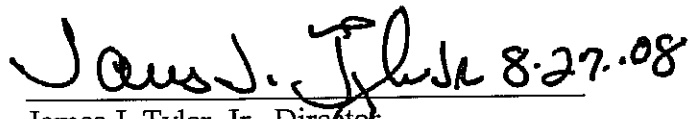
**APPROVED AND CONFIRMED BY
THE CITY COUNCIL** WEDNESDAY NOV 12 2008

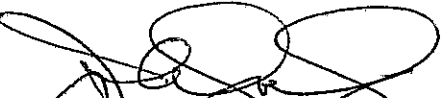

**JANICE M. WINFREY
CITY CLERK**


CITY OF DETROIT:


Kwame M. Kilpatrick, Mayor


Barbara Wise-Johnson, Director
Labor Relations


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


John E. Johnson, Jr., Corporation Counsel
Law Department


Norman L. White, Chief Financial Officer
Finance Department

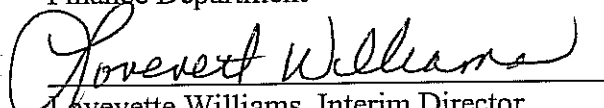

Lovevette Williams, Interim Director
Department of Transportation

EXHIBIT I

Department of Transportation Foremen's Association

RE: BARGAINING UNIT

Class Code	Classification	July 1, 2005 through June 30, 2008		June 30, 2008 At 11:59 p.m.	
72-31-41	Auto Repair Sub-Foreman	\$45,600	\$45,600	\$47,500	\$47,500
72-31-51	Auto Repair Foreman	\$47,100	\$47,900	\$49,000	\$49,900
72-90-42	Auto Research Assistant	\$45,600	\$45,600	\$47,500	\$47,500
72-55-51	Body Shop Foreman-Transit	\$47,100	\$47,900	\$49,000	\$49,900
72-55-41	Body Shop Sub-Foreman Transit	\$45,600	\$45,600	\$47,500	\$47,500
72-31-56	Senior Auto Repair Foreman	\$50,000	\$51,400	\$52,000	\$53,500
01-20-51	Head Clerk	\$37,800	\$40,700	\$39,400	\$42,400
63-10-16	Senior Coach Service Attendant	\$15.06	\$15.17	\$15.66	\$15.78

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

**EXHIBIT II
HOLIDAY SCHEDULE**

HOLIDAY	2005-2006	2006-2007	2007-2008
Independence Day	Monday, July 4, 2005	Tuesday July 4, 2006	Wednesday, July 4, 2007
Labor Day	Monday, September 5, 2005	Monday, September 4, 2006	Monday, September 3, 2007
Election Day*	Tuesday, November 8, 2005	Tuesday, November 7, 2006	Extra Swing Holiday
Veterans Day*	Friday, November 11, 2005	Friday, November 10, 2006	Monday, November 12, 2007
Thanksgiving Day	Thursday, November 24, 2005	Thursday, November 23, 2006	Thursday, November 22, 2007
Day After Thanksgiving*	Friday, November 25, 2005	Friday, November 24, 2006	Friday, November 23, 2007
Christmas Eve (eight hours)*	Friday, December 23, 2005	Friday, December 22, 2006	Monday, December 24, 2007
Christmas Day	Monday, December 26, 2005	Monday, December 25, 2006	Tuesday, December 25, 2007
New Year's Eve (eight hours)*	Friday, December 30, 2005	Friday, December 29, 2006	Monday, December 31, 2007
New Year's Day	Monday, January 2, 2006	Monday, January 1, 2007	Tuesday, January 1, 2008
Martin Luther King's Birthday	Monday, January 16, 2006	Monday, January 15, 2007	Monday, January 21, 2008
Good Friday (eight hours)*	Friday, April 14, 2006	Friday, April 6, 2007	Friday, March 21, 2008
Memorial Day	Monday, May 29, 2006	Monday, May 28, 2007	Monday, May 26, 2008

* 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.

City Alternative Health Care Proposal

This City's Alternative Health Care Proposal is strictly Subject to acceptance of All of the Following Conditions

- A. This "City Alternative Health Care Plan" is conditioned upon the City achieving the specific cost saving objectives professionally-estimated and calculated to result from the implementation of all of the features contained in this proposal and based on beginning at the start of the FY 2006-2007 benefit year. The health care benefit plan changes specified in the attached document will be effective July 1, 2006. It is understood that the open enrollment may not be held prior to but, will be held as soon possible to allow employees the opportunity to switch to other plans and/or add dependents. The attached "Alternative City Health Care Proposal" must be TA's through the negotiation process and ratified by the association membership in sufficient time to meet a July 1, 2006 implementation schedule.
- B. Contribution Structure: Effective with the coverage plan year beginning July 1, 2006, the employee's contribution towards the component premiums (i.e., one person, two persons, family), for the BC PPO plan shall be capped at 10% of the monthly premium, and for all HMO plans capped at 20% of the monthly premium. If the Blue Cross/Blue Shield Traditional plan as modified by the new plan design, continues to be offered as an option, it will be offered under the current premium sharing arrangement.
- C. Effective with the Family Continuation Verification Period for the coverage plan year beginning July 1, 2006, in addition to the existing family continuation requirements, employees insuring family continuation dependents must also provide proof the dependent is enrolled in an accredited school as a full-time student in order for that dependent to be eligible for continued coverage.
- D. Employees insuring sponsored dependents under any plan shall continue to pay the entire premium for this coverage.
- E. Effective with the coverage plan year that begins on or after July 1, 2006, in order to be eligible for coverage under all City of Detroit health care plans, all active employees and their dependents who are eligible for Medicare due to certain medical conditions as defined by Medicare must enroll in Medicare Parts A and B.

Such enrollment in Medicare shall not result in any reduction in benefits or additional cost to the employee, in that the employee shall be reimbursed that amount paid for Medicare after submission of required proof of payment (This benefit does not apply to retirees or dependents covered under the City retiree's health care contract. Currently, all retirees and their dependents who are eligible for Medicare regardless of age must enroll in Medicare Parts A and B at their own expense to be eligible for continued coverage, and this provision shall remain unchanged and applicable to all persons who retire in the future.)

F. Effective with the implementation of the new HR/Payroll and Benefit System:

1. Health care and life insurance coverage start and end dates shall be as follows:

Hospitalization: Coverage begins on the first day of the first full pay period, and ends on the last day of the month that employment ends.

Dental: Coverage begins on the first of the month following the employee working six months, and ends on the last day of the month that employment ends.

Optical: Coverage begins on the first of the month following 60 days of service, and ends on the last day of the month that employment ends.

Life Insurance and Death Benefit: Coverage begins on the first day of the first full pay period, and ends on the last day of the month that employment ends.

2. **Supplemental Life Insurance Coverage:** Employees may opt for additional coverage up to either their actual salary or double their actual salary, rounded up to the nearest thousand. This would replace the Option 1 and Option 2 schedules for additional life insurance found in the Death Benefit and Life Insurance article of the Master Agreement.
3. **Opt-Out Program:** Employees will receive a monthly stipend.
4. **Pre-Tax Medical Premiums:** The employee's share of medical premiums will be shown and paid on a pre-tax basis.
5. **Employee Payroll Deductions:** Payroll deductions will be taken out equally during every pay cycle.

Exhibit III
Detroit Foreperson's Association (Non-Supervisory)

City of Detroit Alternative Health Care Plan Design Blue Cross PPO		
General Plan Information	In-Network Benefits	Out-of Network Benefits
Annual Deductible/Individual	\$175	\$425
Annual Deductible/Family	2x individual deductible	2x individual deductible
Coinsurance (Outpatient only)	90%	70%
Office Visit/Exam	\$10 copay, then 100%	D&C
Outpatient Mental Health/Substance Abuse	\$90%/50%	70%/50%
Annual Out-of-Pocket Limit/Individual	\$1,000	\$2,000
Annual Out-of-Pocket Limit/Family	\$2,000	\$4,000
Inpatient Hospitalization	100%	70%
Emergency Room (Co-pay waived if admitted)	\$75 copay, then 100%	\$75 copay, then 100%
Urgent Care Facility	\$10 copay, then 100%	D&C
Hospital Admission Deductible	None	None
Prescription Drug Benefits Retail		
Generic	\$5	Not covered
Brand (SingleSource/Formulary)	\$15	Not Covered
Brand (Multi-Source/Non-formulary)	\$15	Not Covered
Number of Days Supply	30 days	30 days
Mail Order		
Generic	\$10	Not Covered
Brand (Single-Source/Formulary)	\$30	Not Covered
Brand (Multi-Source/Non-Formulary)	\$30	Not Covered
Number of Days Supply for Mail Order	90 days	n.a.

**City of Detroit Alternative Health Care Plan Design
HMO Plans**

Plan Design	Alternative Plan
General Plan Information	
Office Visit Copay	\$ 10 Copay
Inpatient Admission Copay	None
Emergency Copay (Waived if admitted)	\$ 75 Copay, then 100%
Urgent Care Copay	\$10 Copay
Outpatient MH/SA Copay	\$10 Copay
Prescription Drug Benefits Retail	
Generic	\$5
Brand (Single Source/Formulary)	\$15
Brand (Multi-Source/Non-Formulary)	\$15
Number of Days Supply	30 days
Mail Order	
Generic	\$10
Brand (Single Source/Formulary)	\$30
Brand (Multi-Source/Non-Formulary)	\$30
Number of Days Supply for Mail Order	90 days

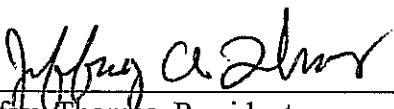
City of Detroit Alternative Health Care Plan Design BCBSM Traditional Plan	
Plan Design	Alternative Plan
General Plan Information	
Annual Deductible/Individual	\$175
Annual Deductible/Family	2x individual deductible
Office Visit/Exam	80%
Outpatient Mental Health Substance Abuse	100% first 6 visits, then 50%
Annual Out-of-Pocket Limit/Individual	\$1,000
Annual Out-of-Pocket Limit/Family	\$2,000
Lifetime Plan Maximum	\$1,000,000
Inpatient Hospital Services	
Inpatient Hospitalization	100%
Semi-Private Room & Board; Including Services and Supplies	100%
Emergency Room (co-pay waived if admitted)	\$75 copay then 100%
Urgent Care	80%
Hospital Admission Deductible	None
Retail Prescription Drug Benefits	
Generic	\$5
Brand (Singlesource/Formulary)	\$15
Brand (Multisource/Non-Formulary)	\$15
Number of Days Supply	30 days
Mail Order	
Generic	\$10
Brand (Singlesource/Formulary)	\$30
Brand (Multisource/Non-formulary)	\$30
Number of Days Supply for Mail Order	90 days

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND
DOT FOREMEN'S ASSOCIATION OF AMERICA

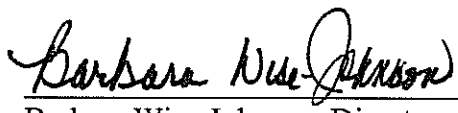
RE: Affirmative Action

- 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, religion, sex, sexual orientation, age, or national origin, and to promote a full realization of equal employment opportunity through a positive and continuing effort.
- B. The 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 City employees.
- C. The City further agrees that a crucial part of an effective affirmative action program is development of an effective training and education program designed to provide existing minority employees maximum opportunity to advance so as to perform at their highest potential.
- D. Representatives of Human Resources Department shall be available to meet with representatives of the Association to exchange information and discuss affirmative action activities.

Dated this 12th Day of August, 2008.



Jeffrey Thomas, President
DOT Foremen's Association of America



Barbara Wise-Johnson, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND
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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 within the Department of Transportation.

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

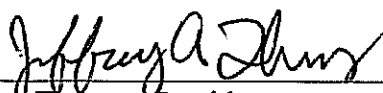
The proper subjects to be discussed by the Labor/Management Committee shall include employment issues that are unique or of special concern to the Department, or how provisions of the Master Agreement shall be applied in the Department. Proper issues for discussion may include methods of increasing productivity,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

CITY-WIDE LABOR/MANAGEMENT COMMITTEE

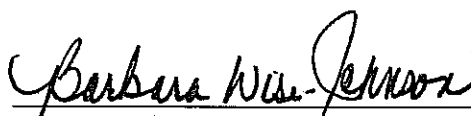
When appropriate, and mutually agreed between the parties, the Association will participate in Labor/Management Committee meetings involving representatives of other City labor organizations. The composition of this multi-association Labor/Management Committee will be determined at the time of formation 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 12th Day of August 2008.



Jeffrey Thomas, President
DOT Foremen's Association of America



Barbara Wise-Johnson, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND
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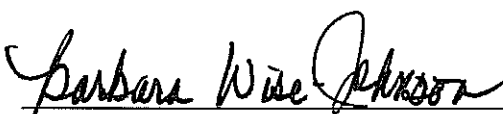
RE: Cooperation in Validation Studies

- 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 to use its good offices to secure the cooperation and participation of Association members in such studies or projects.

Dated this 12th Day of August, 2008.



Jeffrey Thomas, President
DOT Foremen's Association of America



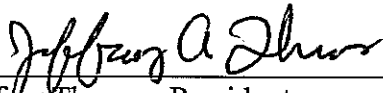
Barbara Wise-Johnson, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
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CITY OF DETROIT
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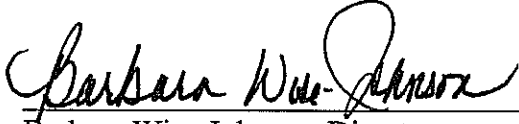
RE: Copies of the Contract

The Employer agrees to provide fifty (50) copies of this Agreement to the Association. Those contracts will be provided within sixty (60) days of the effective date of this Agreement.

Dated this 12th Day of August, 2008.



Jeffrey Thomas, President
DOT Foremen's Association of America



Barbara Wise-Johnson, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
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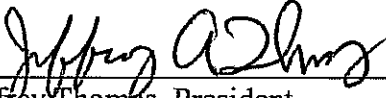
RE: Cooperation with the Americans with Disabilities Act

The parties acknowledge their joint and severable obligations to comply with the provisions of the Americans With Disabilities Act of 1990 (ADA) which has taken effect on July 26, 1992. The parties agree that no provision of the Labor Agreement shall conflict with the ADA.

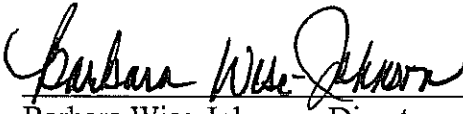
Furthermore, since the ramifications of this new legislation cannot be fully determined at this time, the parties agree to cooperate and meet in special conferences to discuss concerns and attempt to work out problems associated with its operations.

And, notwithstanding the Savings Clause in the Labor Agreement, which provision requires the renegotiation of sections of the Labor Agreement under certain conditions, the parties agree that if they jointly conclude that a provision of the Labor Agreement or this Memorandum violates the ADA they will renegotiate a replacement provision.

Dated this 12th Day of August, 2008.



Jeffrey Thomas, President
DOT Foremen's Association of America



Barbara Wise-Johnson, Director
Labor Relations


MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
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RE: Prescription Safety Glasses

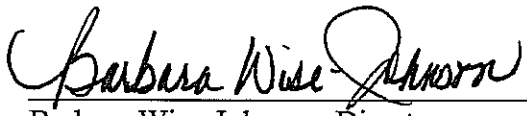
The City agrees to provide prescription safety glasses to those members who are covered by the City's Optical Plan, who wear prescription glasses through the Plan, and who are required to also wear safety glasses. Eligible employees would be entitled to one pair every two years.

This agreement is contingent upon the City reaching an agreement with the Optical carriers on this issue.

Dated this 12th Day of August, 2008.



Jeffrey Thomas, President
DOT Foremen's Association of America



Barbara Wise-Johnson, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
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RE: Temporary Placement of Employees into Other Duties/Departments

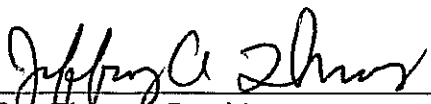
The parties agreed to several initiatives in the 1995-1998 contract to reduce costs and improve services to the public. One of those initiatives was that a procedure would be instituted to allow employees to be temporarily placed into other duties and departments other than their permanent shift and assignment locations. The parties have agreed to continue this initiative during the 2001-2005 contract period.

Such temporary placements shall be subject to the following conditions:

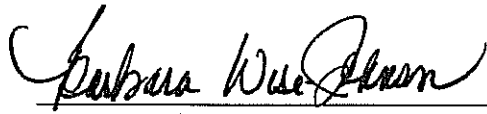
1. Limited to moving an employee once per year; thereafter, the employee must have volunteered for additional temporary assignments.
2. The period of a temporary assignment under this language is forty-five (45) days.
3. The employees shall not be required to perform work out of their class.
4. Out-of-class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

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

Dated this 12th Day of August, 2008.



Jeffrey Thomas, President
DOT Foremen's Association of America



Barbara Wise-Johnson, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
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RE: Tuition Refund

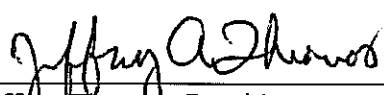
- A. Effective July 1, 1999, bargaining unit members may participate in the City's Tuition Refund Program in accordance with policies as administered by the Human Resources Department. Employees requesting a tuition refund should submit the applications to the human resources officer in their department.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

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

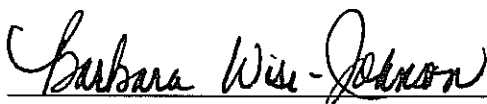
- C. Effective upon ratification of the contract the maximum amount of the tuition refund shall be increased as indicated below:
1. An eligible employee will be entitled to receive a maximum of \$2000 per fiscal year to be applied toward tuition in seeking a graduate degree from an accredited university.
 2. An eligible employee will be entitled to receive a maximum of \$1,500 per fiscal year to be applied toward tuition in seeking an undergraduate degree from an accredited university.
 3. An eligible employee will be entitled to receive a maximum of \$1,200 per fiscal year to be applied toward payment for participation in employee development programs.

The above amounts cannot be pyramided to permit any employee to receive more than a total amount of \$2,000 in any fiscal year.

Dated this 12th Day of August, 2008.



Jeffrey Thomas, President
DOT Foremen's Association of America



Barbara Wise-Johnson, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
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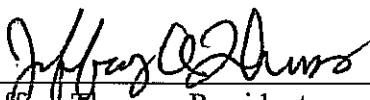
RE: Commercial Driver's License

For employees who are required by the City (as outlined in their job specification) to have a Commercial Driver's License (CDL), the City will pay fifty percent (50%) of the renewal fee for their CDL and one hundred percent (100%) of the cost of any required endorsements.

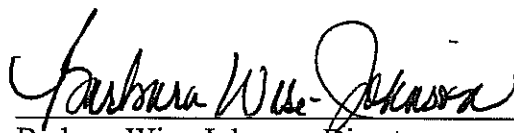
Refund payments will not include any other fees or expenses associated with renewing a CDL.

To be eligible for this reimbursement, employees must follow the procedures established by their department (Form CDL 2-97). This reimbursement is only for CDL renewals obtained on or after March 26, 1999.

Dated this 12th Day of August, 2008.



Jeffrey Thomas, President
DOT Foremen's Association of America



Barbara Wise-Johnson, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
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RE: Wage Concessions

The parties enter into this agreement for the purpose of reducing the number of regular pay hours of the membership by 10% during the temporary period July 1, 2006, through June 30, 2007. The regular pay workweek will be changed from forty (40) hours to thirty-six (36) hours during the period. Appropriate other contract changes consistent with this regular pay hours are also being agreed to and implemented. All of these changes are entirely temporary and shall immediately revert to their original state at the conclusion of the temporary period.

WORK WEEK, WORK DAY, SHIFT PREMIUM

Effective July 1, 2006, through June 30, 2007, the regular workweek of the Association membership shall be reduced from 40 hours to 36 hours or from 80 hours to 72 hours. Work schedules reflecting this reduction shall be established at the discretion of the department based on operational needs.

Hourly employees shall be scheduled for thirty-six (36) hours of work per week or seventy-two (72) hours in a two week work period, and be paid accordingly. Salaried employees shall continue to have their equivalent hourly rate determined by dividing their salary by 2080 hours but shall be scheduled and paid for only seventy-two (72) hours per two week pay period.

Departments shall have the option of implementing the following work schedules:

- One eight (8) hour and four 7 hour days for a total of thirty-six (36) hours per payroll week.
- Four 9-hour days for a total of thirty-six (36) hours per payroll week. The first scheduled off day shall be designated as the "fifth day", the second as the "sixth day", and the third as the "seventh day."
- Four 8-hour days and one 4 hour day for a total of thirty-six (36) hours per payroll week.
- Nine 8 hour days in a two-week pay period, for a total of seventy-two (72) hours per pay period. In the week where the employee is scheduled for thirty-two (32) hours, the first scheduled off day shall be designated as the "fifth day", the second as the sixth day", and the third as the "seventh day."

Employees who currently receive forty hours of pay but who are scheduled to work less than forty hours per week shall be scheduled for thirty-six (36) hours per week and receive thirty-six (36) hours of pay, inclusive of the lunch period. In order for the employee's lunch period to be included in his/her workday, the employee must actually work five and one-half (5 ½) hours on the day.

OVERTIME

If an employee is scheduled to work less than forty (40) hours in a work week, overtime for that work week shall not be payable until the employee works forty (40) hours in that work week, inclusive of the 6th and 7th day. For employees working a four, 9-hour day schedule, daily overtime will not begin until after the employee works their scheduled nine hours for that day. All other overtime provisions shall remain as is.

RETIREMENT

The temporary period of reduced regular wages shall not be recognized for pension computation purposes and appropriate calculations will be made to have any pension benefits equal the same amount the member would have earned had his or her regular pay not been temporarily reduced.

VACATIONS

Qualifications for earning time are proportionally reduced, and other appropriate modifications are agreed to as necessary to comport with the 10% hours reduction.

SICK LEAVE

Qualifications for earning time are proportionally reduced, and other appropriate modifications are agreed to as necessary to comport with the 10% hours reduction.

LONGEVITY PAY

The minimum number of hours needed to qualify for this pay is proportionally reduced.

WORKERS' COMPENSATION

Employees who are working a 10% reduced work period at the time that they go off on Workers' Compensation shall have their formula for supplementation out of their sick leave banks calculated upon 100% of their take-home pay under the reduced hours work week.

HOLIDAYS AND EXCUSED TIME DAYS

The work schedules established by the departments to reflect the reduced work week shall be structured as follows:

One 8 hour day, four 7 hour days per work week

In those weeks in which a holiday or excused time day occurs, the work day designated as the eight (8) hour day shall be the holiday or excused time day. When two holidays or excused time days occur in the same work week, the holiday shall be designated as the eight (8) hour day and the excused time day as the seven (7) hour day.

Four 9 hour days per work week

When a holiday falls on an employee's "fifth day", it shall be observed on the scheduled work day which immediately precedes that day. If the preceding work day is also a holiday or excused time day, then the employee shall be scheduled off on the last scheduled preceding work day that is not a holiday or excused time day.

Four 8 hour days and one 4 hour day per work week

The employee's 4 hour work day shall not be scheduled on a holiday or excused time day.

Nine 8 hour days per two week pay period

When a holiday falls on an employee's "fifth day", it shall be observed on the scheduled work day which immediately precedes that day. If the preceding work day is also a holiday or excused time day, then the employee shall be scheduled off on the last scheduled preceding work day that is not a holiday or excused time day. However, the department shall have the right to schedule the employee's "fifth day" so as to not fall on a holiday or excused time day.

In the above-described work schedules, if an employee is required to work either a holiday or an excused time day, payment for such days shall be in accordance with the Master Agreement.

BANKED PAID OFF TIME (Vacation time, Sick time, Compensatory time, Swing Holidays)

Employees shall continue to accrue banked paid off time in accordance with the Master Agreement. When utilizing paid off time, an employee's banks will be charged with the appropriate number of hours to cover the day or days off.

NON-BANKED PAID OFF TIME (Funeral Leave, Jury Duty, Association Business)

When utilizing non-banked paid off time, an employee will receive payment for the number of hours he or she was scheduled to work on that day(s).

COMMITMENT TO A FAIR AND EQUITABLE SETTLEMENT

It is the City's goal and commitment to this association to achieve a 10% reduction in scheduled work hours with all of our labor organizations. However, due to circumstances such as providing essential services to the public which must be delivered in an immediate manner, services that must be provided on a twenty-four (24) hour seven (7) day per week basis, or Act 312 status, it may not be possible to implement a 10% reduction in hours without severely impacting the service to, or jeopardizing the safety of, the public. In these cases, the City will make every effort to achieve similar savings in other areas of employee overall compensation.

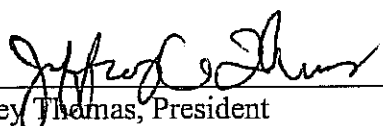
Employee who have previously taken the 10% reduction in scheduled hours and transferred or promoted into the Detroit Foreperson's Association bargaining unit and have completed a full year of reduced hours will not be subject to the 10% reduction as described herein.

The City further agrees that should the City reach an agreement with another non-Act 312 labor organization on a health care benefit plan that is more advantageous to the employee, such plan will be implemented for members of this Association. Also, the City restates its commitment to this Bargaining Unit to maintain traditional wage relationships during the life of this agreement.

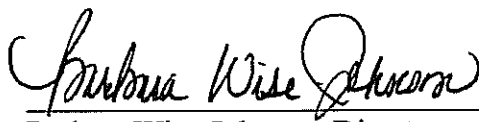
LAY-OFFS DURING THE CONCESSION PERIOD

The City agrees that during the period that the wage concession agreement is in effect (July 1, 2006 through June 30, 2007), no bargaining unit employee who is on the payroll as of the date the City receives written notification that the "Tentative Agreement" has been ratified by the DOT Foremen's Association of America (Non-Supervisory) membership will be laid off from City employment. However, the City reserves the right to reduce the work force for lack of work or lack of funds, or where such continuation of work would be wasteful or unproductive. In such instances employees will be reassigned or transferred to other positions within their department or other City departments in accordance with the Master Agreement and Human Resources Rules. Excluded from this "no layoff guarantee" are normal and customary seasonal layoffs, and positions lost due to the termination of resources for grant-funded positions or for the occurrence of conditions beyond the control of the City.

Dated This 12th Day of August, 2008.



Jeffrey Thomas, President
DOT Foremen's Association of America



Barbara Wise-Johnson, Director
Labor Relations