

6/30/89

A G R E E M E N T

BETWEEN THE

CITY OF DETROIT

AND

DETENTION FACILITY OFFICERS
LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE

1986 - 1989

LABOR AND INDUSTRIAL
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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 Labor Council Michigan Fraternal Order of Police, (hereinafter referred to as the Union) and the Detention Facility Officers (hereinafter referred to as the Bargaining Unit).

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

PURPOSE AND INTENT

A. The general purpose of this Agreement is to set forth 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 Union, and the people of the City of Detroit.

B. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

C. To these ends the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

D. It is agreed by the City and the Union that the City is legally and morally obligated to provide equality of opportunity, consideration, and treatment of all employees of the City and, accordingly, to establish policies and regulations that will insure such equality of opportunity, consideration, and treatment of all persons employed in the bargaining unit in all phases of the employment process, without regard to race, color, creed, national origin, age, political orientation, sex, sexual orientation, marital status, or non-disabling handicap, except where based on a bona fide occupational qualification in accordance with applicable State and Federal laws.

1. RECOGNITION OF THE UNION

Pursuant to the provisions of Act 336 of the Public Acts of 1947, as amended, the Employer hereby recognizes the Union as the exclusive representative for all Detention Facility Officers in the Detroit Police

Department for the purposes of collective bargaining in respect to rates of pay, wages, hours and conditions of employment.

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. The Union recognizes that the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the power of authority which the City has not specifically abridged or modified by this Agreement are retained by the City. The Union recognizes the exclusive right of the City to establish and enforce reasonable work rules.

B. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties be performed by such employees.

C. 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 methods and processes by which such work is performed.

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 and without limitations within the rights of the City.

3. UNION RIGHTS

A. Any member shall have the right to discussion or services of his/her steward or chief steward. 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 Union 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 nonworking hours. However, it is agreed these activities shall not interfere with normal work operations of any department or work area of the City.

C. The Union President will be advised and notified in writing of any proposed unit classification changes within the bargaining unit including out-of-class assignments and leaves of absence.

4. AGENCY SHOP

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

B. The City agrees to deduct from the wages of an employee, who is a member of the Union, all Union membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the City provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Finance Department and to the Union.

C. Any person certified and employed with the City on or after October 11, 1947, who is not a member of the Union and does not make application for membership within ninety (90) calendar days from the effective date of this Agreement or from the date they first became a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Union a service fee as a contribution towards the administration of this Agreement, in an amount equal to the regular membership dues of the Union. 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 Union, unless otherwise notified by the Union in writing within said thirty (30) calendar days, and provided that the Union shall release the Department from fulfilling the obligation to discharge if during such 30-day period the employee pays the membership dues or service fee retroactive to the due date and confirms his intention to pay the required membership dues or service fee in accordance with this Agreement.

D. The City agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Union, all Union service fees uniformly required as provided in a written authorization in accordance with the standard form used by the City, provided that the said form shall be executed by the employee. The written authorization for Union service fee deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Finance Department and to the Union.

E. All Union membership dues and service fees will be authorized, levied, and certified in accordance with the by-laws of the Union. Each employee and the Union hereby authorize the City to rely upon and to honor certifications by the Director of Labor Services of the Labor Council regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and service fees. Dues and service fees shall be sent reasonably promptly to the Director of Labor Services of the Labor Council. The Director of Labor Services of the Labor Council shall not request the City to change the amounts so deducted more often than four times each City fiscal year.

F. The Union shall not have any rights or interests whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Union, the City and its officers and employees shall be released from all liability to the employee-assignors, and to the Union under such assignments. (Chapter 13, Article 4, Section 4 of the Municipal Code of the City of Detroit.)

G. The Union shall refund to employees dues and service fees erroneously deducted by the City and paid to the Union. The City may offset any amount erroneously or improperly deducted and paid to the Union from any subsequent remittance to the Union.

H. Upon receipt of written notification from the Union, the City agrees to make a special deduction from a member's paycheck to recover delinquent dues or service fees. This deduction will continue until the Union notifies the City in writing to stop the deduction. Any refunds for overpayments will be the responsibility of the Union. The maximum amount the City will deduct for delinquent union dues or service fees from any paycheck will be limited to \$25.00 per paycheck.

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

5. UNION REPRESENTATION

It is mutually recognized that the principle of proportionate representation is a sound and sensible basis for determining the number of stewards.

The Union President shall submit in writing, a list of all union officers, stewards, alternate stewards, Grievance Committee members and committee members of Health & Safety when instituted.

STEWARDS AND COMMITTEEPERSONS:

A. The employees on each shift shall be represented by one steward or chief steward who shall be an employee regularly working on that shift. In the absence of either the steward or chief steward, an alternate steward shall represent the employees.

In the absence of the steward, chief steward or alternate, the Union president will notify the Department of a designated representative and shall promptly confirm such designation in writing.

B. Within the structure of the representation shall be a Grievance Committee comprised of the president, chief steward and a designated bargaining unit member. Employees working the afternoon or midnight shift who are serving on the Grievance Committee in the bargaining unit may bump bargaining unit members on the day shift and work a regular Monday through Friday schedule. Other officers, stewards, or alternate stewards who are involved in the grievance procedure shall be retained on their respective shifts.

Grievance Committee members, during working hours and without loss of time or pay, may investigate and present grievances to the Employer. Arrangements shall be made with the immediate supervisor for their release. This privilege shall not be abused.

C. Employee representation shall be as follows: The 9th floor shall have one (1) steward and one (1) alternate steward on the day shift, one (1) steward on the afternoon shift, one (1) chief steward and one (1) steward on midnights; however, if the chief steward bumps to the day shift, the steward slot on the day shift would move to the shift that the chief steward came from.

The 8th floor shall have one (1) steward and one (1) alternate steward on the day shift, one (1) alternate steward on the afternoon shift, and one (1) alternate steward on the midnight shift.

SENIORITY OF UNION REPRESENTATIVES:

Notwithstanding their position on the seniority list all named union representatives who are involved in the grievance procedure, shall in the event of a layoff or demotion, be continued as long as there is work in their classification. Grievance Committee members shall hold such top seniority only so long as they hold their respective offices. Should the Grievance Committee member lose his/her office, the said member shall be subject to displacement by employees with greater seniority and who have been laid off or demoted as a result of reductions in force made prior to the loss of office. The provisions of this Article shall apply to the Union President, Chief Steward, Stewards and members of the Grievance Committee of record.

BARGAINING UNIT PRESIDENT:

The Bargaining Unit President shall be permitted to work solely on matters pertaining to union business one day per week.

6. GRIEVANCE PROCEDURE

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

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

The employee shall have the right to discuss the complaint with his/her steward before any discussion with the supervisor. Should the Union believe that it or any member of its bargaining unit has been unjustly dealt with, a representative of the Union may discuss the complaint with the supervisor of the operation involved. The parties shall discuss the complaint in a friendly and business-like manner and will make every effort to reach a satisfactory settlement at this point.

STEP 2: In the event the complaint is not settled orally by the supervisor, and there is an alleged violation of the provisions of this Agreement, the grievance shall be reduced to writing and submitted to the Division Head within twenty (20) working days of the alleged violation. The written grievance shall set forth the nature of the grievance, the date of the violation, the identity of the employee(s) involved, by name when known, and the provisions of this Agreement the Union claims have been violated, and the remedy requested. The Union President or Chief Steward shall sign the grievance form.

The Division Head or his designated representative will promptly arrange a meeting with the Union representative to review the grievance and render a decision, in writing, within seven (7) calendar days of the meeting. If the subject grievance is not appealed in writing to Step 3 of the grievance procedure within seven (7) calendar days from the date of the Division Head's decision, his disposition shall be considered as settlement of the grievance.

STEP 3: If the grievance is not satisfactorily resolved at Step 2, the decision may be appealed to the Department Head or his designated representative. A meeting between at least two (2), but not more than three (3) representatives of each the Union and the City shall be promptly arranged to hear the grievance. The Department Head or his designated representative shall have seven (7) calendar days to arrange a meeting. He shall have seven (7) calendar days from the mutually agreed meeting date to render his written decision.

STEP 4: Pre-Arbitration Panel: In the event of the failure of the above steps in the grievance procedure to resolve a grievance, the matter shall be referred to the Pre-Arbitration Panel within ten (10) calendar days of the decision rendered at Step 3. This panel will meet when necessary. The panel

will consist of at least two (2) but no more than three (3) representatives of each the Union and the City.

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

STEP 5 - ARBITRATION:

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

1. Arbitration shall be invoked by written notice to the other party of the intent to arbitrate.

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

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

2. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provisions of this Agreement and shall be without power and authority to make any decision:
 - a. Contrary to, or inconsistent with or modifying in any way, the terms of this Agreement.

- b. Concerning the discipline or discharge of employees from engaging in a strike, slowdown or stoppage of work who exercise their right under Section 6 of Act 379 of the Public Acts of 1965.
 - c. Concerning appeals to the Mayor pursuant to applicable State Law.
 - d. Granting any wage increases or decreases.
 - e. Granting any right to relief for any period of time whatsoever prior to the effective date of this Agreement.
 - f. Relative to position classification either temporary or permanent.
 - g. Contrary to, the City's right to establish, adopt, amend, promulgate, and enforce uniform work rules or its departments, as long as the work rules are not in violation of this Agreement.
3. The arbitrator shall have no authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations, or decisions which by State law or the City Charter, the City cannot delegate, alienate or relinquish, nor to rule on the purchase of buildings or equipment.
4. No settlement at any stage of the grievance procedure except an arbitration decision, shall be a precedent in any arbitration and shall not be admissible in evidence in any further arbitration proceeding.
5. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to his/her removal from the City payroll, and payments from Unemployment Insurance, Social Security Disability, Welfare, Aid to Dependent Children, and City funded Long Term Disability Insurance, Sickness and Accident Insurance and Automobile Accident Income Replacement Insurance. Where appropriate, the City shall reimburse those agencies and insurance funds so as to not affect the employees equity therein.
6. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case, except by mutual agreement of the parties.
7. There shall be no appeal from the arbitrator's decision if made in accordance with his/her jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the City, on the employee, on the employee or employees, and on the Union.
8. In the event a case is appealed to an arbitrator and he/she finds that he/she has no power or authority to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

9. The expense of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. The aggrieved and the Union president shall not lose time or pay for time off the job while attending the arbitration proceedings.
10. Except as specifically provided herein, or in supplements hereto which are part of this Agreement, the parties understand and agree that in making this contract they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are not excluded from arbitration.

7. STIPULATIONS TO THE GRIEVANCE PROCEDURE

A. Any grievance under this Agreement which is not filed in writing within twenty (20) working days after the grievance arises shall not be considered a grievance.

B. "Working Days" as used in the grievance procedure, shall be defined as Monday through Friday and exclude Saturdays, Sundays, and Holidays.

C. The Union may withdraw a grievance without prejudice at any step of the grievance procedure.

D. The time elements in all steps of the grievance procedure may be shortened or extended or steps may be eliminated by mutual agreement.

E. Any grievance not appealed in writing beginning at the second step within the time limits specified shall be considered as settled based on the last answer to the grievance.

F. In areas where there are stewards and chief stewards, both will not meet simultaneously with representatives of the Employer at Step 1 of the grievance procedure.

G. If the Union requests information regarding a grievance from an aggrieved employee's personnel file, such information will be made available to the Union. However, if such information is of such 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 Union present written authorization from the employee to release such information.

H. The grievance procedure contained in this Agreement shall be the exclusive grievance procedure for all members of the Bargaining Unit.

I. If a grievance is not scheduled or answered by management within the prescribed time limits, the Union shall move the grievance to the next step of the grievance procedure. Grievances not scheduled or answered within the prescribed time limits shall not be referred back to a prior step in the grievance procedure.

8. DISCHARGE OR SUSPENSION

A. Notice of Discharge or Suspension: The Employer agrees to promptly notify, in writing, the appropriate steward or designated representative of the discharge or suspension of any employee covered by this Agreement. The Employer will also forward a copy of the Notice of Discharge or Notice of Suspension to the Union President.

B. Upon request, the discharge or suspended employee will be allowed to discuss his/her discharge or suspension with his/her Steward and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative, must discuss the discharge or suspension with the employee and his/her steward. An exception to this procedure would be where an employee is suspended or discharged while absent without leave.

C. Appeal of Discharge or Suspension: Should the Union consider the discharge or suspension to be improper the Union President shall submit a written grievance to the Department Head within five (5) working days of the notice of discharge or suspension. The grievance shall be processed in accordance with Step 3 of the grievance procedure.

D. Use of Past Record: In imposing any discipline on a current charge management will not take into account any prior infractions which occurred more than fourteen (14) months previously.

9. DISCIPLINARY PROCEDURES

A. The City and the Union agree that all disciplinary action taken against an employee shall be for just cause and subscribe to the general philosophy that the primary purpose of disciplinary action is to correct employee behavior or conduct, that the disciplinary action procedure should be progressive in nature, and that selection of discipline in any specific case should be appropriate based on the circumstances of the offense and the employee.

B. Notification Requirements: Notification shall be given to the appropriate union representative of any disciplinary action taken against any member which may result in any official entries being added to the employee's

personnel file. Both the employee and the Union representative shall be given a copy of such official entry.

In all cases when a supervisor contemplates issuance of disciplinary action, the supervisor shall inform the employee and allow the employee the opportunity to have union representation. If the employee declines the union representative, he/she shall indicate so in writing and a copy of which shall be given to the Union.

In the case of a suspension or discharge, the employee will be allowed adequate time to discuss the suspension or discharge with his/her steward, and the Employer will make available an area where he/she may do so prior to leaving City property. Upon request, an appropriate management representative will discuss the suspension or discharge with the employee and his/her steward. Exceptions to this procedure would be in a situation where the suspended or discharged employee is absent without leave or the parties agree that such discussion would not be beneficial at this time.

In the case of an oral reprimand, a notation by date and subject only shall be placed in the employee's personnel file.

C. Appeal Procedures: All disciplinary actions shall be subject to the grievance procedure.

Grievances involving oral or written reprimands shall be initiated at Step 1 and may be processed through the subsequent steps of Article 6, Grievance Procedure.

Should the Union consider the suspension or discharge of an employee to be improper, the Union shall submit a written grievance to the Department Head or his/her designated representative within ten (10) calendar days of the Union's receipt of the formal notice of the action. The grievance shall be processed in accordance with Step 3 of the Grievance Procedure. Any further appeal of suspension or discharge shall be in accordance with the provisions of Article 6 Grievance Procedure.

D. Should it be necessary to reprimand an employee, management will attempt to administer such reprimand so as not to unduly cause embarrassment to the employee.

E. Once disciplinary action has been taken against an employee by an authorized management representative, such disciplinary action on the particular charge cannot be increased in severity. Any subsequent adjustment of the discipline shall be made only by mutual agreement in settlement of the dispute.

F. During investigation, before an employee shall be required to make any written statement or written reply pertaining to possible misconduct on his/her part, the employee shall be given the opportunity to discuss the matter first with his/her steward.

G. Personnel Records: All employees within the Bargaining Unit shall have the right to review his/her personnel record every six (6) months if requested by the employee in writing. Such requests shall be granted within five (5) working days of receipt of the written request and shall be scheduled during regular business hours. This review may be with the presence of the employee's steward if requested by the employee.

Employees shall be entitled to copies of materials in their personnel file, and to submit written statements explaining the employee's position if there is disagreement with any material in the file, in accordance with applicable State law.

H. Use of Past Record: In imposing any discipline on a current charge or in evaluating an employee for promotion or transfer, management will not take into account any prior infractions or disciplinary action taken which occurred more than fourteen (14) months previously.

GUIDELINES FOR ADMINISTRATION OF A CORRECTIVE DISCIPLINE PROGRAM

1. Disciplinary action may be imposed for an employee's failure to fulfill his/her job responsibilities or for improper conduct connected with the individual's employment.

Grounds for disciplinary action generally fall into five (5) basic categories:

- a. Attendance Problems
- b. Insubordination
- c. Unsatisfactory Work Performance
- d. Misconduct on the Job
- e. Certain instances of Misconduct off the Job

In general, acts committed while off duty will not be grounds for disciplinary action, unless the results of such acts significantly impair the ability of the employee to perform his/her work, adversely affect the operations of the employing department or bring City service into public disrepute.

2. Discipline is intended to be corrective and should follow a series of progressive steps to change the employee's unacceptable conduct or behavior.

Following is a series of progressive steps which will serve in the majority of cases:

- a. Oral Reprimand(s)
- b. Written Reprimand(s)
- c. Suspension(s)
- d. Discharge

These steps should give the employee notice that continued unacceptable conduct or behavior will result in more serious disciplinary action.

In cases of more serious offenses, the first disciplinary action taken may begin with the written or suspension step; and, for the most serious offenses, it may be appropriate to impose serious suspension and/or discharge the employee on the first occasion of improper conduct without prior discipline.

3. Disciplinary action should be appropriate and take into account both the offense and the employee.

Factors which should be considered in imposing discipline in each case are:

- a. The seriousness and circumstances of the particular offense.
- b. The employment history of the employee involved including length of service.
- c. The recency and nature of prior disciplinary action taken with respect to the employee.
- d. Prior departmental action in comparable situations.

4. Any published departmental standards or rules governing employee conduct or expected work performance should be fairly, uniformly and consistently applied.

10. TIME LIMIT ON MONETARY CLAIMS

A. The City shall not be required to pay back wages more than fourteen (14) working days prior to the date a written grievance is filed.

B. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment or unemployment compensation obtained subsequent to his/her removal from the City payroll, and payments from Unemployment Insurance, Social Security Disability, Welfare, Aid to Dependent Children, 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 in 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 personnel 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.

11. SPECIAL CONFERENCES

Special Conferences for important matters, including health and safety, will be arranged between the Union President and Department Head or his/her designated representative upon the request of either party. Such meetings shall be between no more than two (2) representatives of the Department, and no more than two (2) representatives of the Union. 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.

Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. during the normal work week. The members of the Union shall not lose time or pay for time spent in a Special Conference.

12. PROBATION PERIODS

A. Probation periods are recognized as "working test" periods used to supplement other evaluations to determine whether the employee fully meets the qualifications of the class. Probation periods are required in all cases of initial certified hire, transfer, promotion, demotion to a position not previously held, reinstatements to the classified service and certification from preferred lists to classifications different than the preferred list.

B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment except discharged and suspended employees for other than Union activities.

C. The probation period or "working test" for a six (6) month period shall be served by all employees promoted or hired into classifications represented by this bargaining unit.

D. Except in instances where a discharge for just cause is appropriate, an unsatisfactory employee who has classified status may be by departmental action, subject to Personnel Department Rules, have his/her probation period extended or be reverted to his/her former classification. During an employee's initial hire probation period, a department may in accordance with Personnel Department Rules extend the probation period or take action to discharge the employee.

E. When an employee satisfactorily completes the probation period his/her name shall be entered on the Seniority List of the bargaining unit retroactively to the effective date of the classification change or in the case of new hires to date of certification.

13. SENIORITY

A. SENIORITY is hereby defined as the length of continuous service beginning on the date of legal certification to a position of 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 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 Rules of the Personnel Department incorporated herein by reference is established primarily to serve as a basis for determining the order of demotion or layoff in the event of a reduction in force and the re-employment rights of employees.

B. Classification seniority is hereby defined as the employee's length of continuous service in his/her current classification.

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

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

1. The employee resigns or quits.
2. The employee retires on regular service retirement.
3. The employee is discharged or permanently removed from the payroll and the separation is not reversed through the grievance procedure.
4. The employee does not return at the expiration of a leave of absence.

5. The employee does not return to work when recalled from lay-off as set forth in the recall procedure.

E. **SUSPENSION OF SENIORITY CREDIT:** An employee shall not lose his/her accrued seniority but shall not accumulate additional seniority credit during the following periods:

1. Layoffs resulting from reduction in force which exceed three (3) years.
2. Leaves of absence which exceed one (1) year.
3. Non-duty disability retirements which exceed one (1) year.
4. Voluntary layoffs.

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 days (except in cases of proven unabling emergency), shall be deemed to have quit his employment from City service and to have vacated his/her position. Any such absence shall be without pay unless otherwise approved by a subsequent action by the employer.

14. REDUCTION IN FORCE

If as a result of a reduction in force, it is necessary to reduce the number of employees in a classification represented by the Union, such reduction in force shall be in accordance with the reduction in force provisions provided in Personnel Department Rules in effect as of the effective date of this Agreement.

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

15. UNEMPLOYMENT COMPENSATION - SUPPLEMENTAL UNEMPLOYMENT BENEFITS

A. Unemployment Compensation

Employees covered by this Agreement shall receive unemployment benefits in accordance with the unemployment insurance plan administered by the Michigan Employment Security Commission 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 therefor 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 week's benefit;
 - 2) has registered at and has reported to an employment office of the Michigan Employment Security Commission as required by the MESC;
 - 3) has received unemployment compensation from MESC not currently under protest;
 - 4) has not refused to accept work when recalled pursuant to the Collective Bargaining Agreement and has not refused an offer by the City of other available work which the applicant has no option to refuse under the Collective Bargaining Agreement;
 - 5) has not failed to report for interview within five (5) working days after notice of recall from the City;
 - 6) has not failed through any fault of his/her own to report for hire at the employing department within five (5) working days after certification;
 - 7) was not eligible for and was not claiming any accident or sickness or other disability benefit (other than a disability benefit which would be payable to the applicant whether he/she was working full time or not or a survivor's allowance under Workers' Compensation laws), whether publicly or privately financed, or a pension or retirement benefit financed in whole or in part by the City;

- 8) was not in military service;
 - 9) did not receive any unemployment benefit from, or under any contract, plan or arrangement of, any other employer, and he/she was not eligible for such a benefit from, or under any contract, plan or arrangement of, any employer with whom he/she has greater seniority than with the City;
 - 10) must have been on continuous layoff from the City for 30 consecutive calendar days; whereupon he/she will be eligible retroactively for benefits commencing after the second week of lay-off.
 - 11) must not be on layoff from a classification designated as special service, limited term, part-time, provisional, contractual, limited status, or for which the duration of employment is listed as seasonal;
 - 12) must have at least eighteen (18) months total City seniority;
- c) an employee shall forfeit permanently all eligibility for S.U.B. if he/she shall misrepresent any material fact in connection with an application by him/her for any S.U.B. or other unemployment compensation. Furthermore, he/she shall be subject to disciplinary action upon his/her return to active status.

Section 3. Powers and Authority to the City

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

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

made, or to submit evidence satisfactory to the City of receipt or entitlement to receive a MESC unemployment benefit.

Section 4. Amount of Weekly Supplemental Benefit

An applicant who meets all the eligibility requirements of this article shall be entitled to a weekly Supplemental Unemployment Benefit in the amount of thirty (\$30.00) dollars.

Section 5. Duration of Supplemental Benefit

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

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

16. PROMOTIONAL OPPORTUNITIES

Once a year, or sooner at the department's discretion, the Police Department shall post an announcement for promotional opportunities to the class of Senior Detention Facility Officer. Such announcement shall be posted for ten (10) working days to allow bargaining unit members the opportunity to submit a resume and be considered for such promotional opportunity. The Police Department may request the Personnel Department to administer a qualifying examination to applicants as part of the evaluation process.

Filling of all vacancies in the Senior Detention Facility Officer class shall be made by the Police Department on the basis of merit and ability in accordance with Personnel Department Rules and subject to Personnel Department review and approval. Factors to be considered by the Police Department in evaluating candidates shall include experience, training, work performance and work habits.

If a bargaining unit member promoted to Senior Detention Facility Officer is reverted back to the bargaining unit during the probation period, he/she shall be returned to the bargaining unit without loss of seniority.

17. INTERFERENCE WITH WORK

A. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slow-down, or withholding of services, nor will agents call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slow-down, or withholding of services.

B. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slow-down, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slow-down, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the City, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slow-down, or withholding of services and to return to work forthwith.

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

18. HEALTH AND SAFETY

The City recognizes its responsibility to provide safe and healthful working conditions, and the Union recognizes its obligation to cooperate in the maintenance and improvement of those conditions.

Complaint Procedure:

1. It shall be the responsibility of the employee to report any unsafe operation to his/her immediate supervisor.
2. If the employee's complaint is not satisfied he/she shall notify the Local steward who shall meet and discuss the complaint with the supervisor without undue delay.
3. If the complaint cannot be resolved, the matter shall then be referred promptly in writing to the Union President and the Department.
4. If the matter cannot be resolved, it shall become a proper subject for the grievance procedure.

19. RESIDENCY

All members of the bargaining unit shall be residents of the City of Detroit except as provided by action of the Civil Service Commission in accordance with the authority provided by Ordinance. Residency shall mean the employees actual domicile. A person can have only one domicile.

Matters of the eligibility of employees for continued employment based on residency shall be determined in accordance with rules and procedures established by the Civil Service Commission. Such matters are not subject to the grievance provisions of this Agreement. The Union President shall receive notice of all scheduled administrative hearings involving bargaining unit members.

20. UNION BULLETIN BOARD

A. The City will furnish the Union one (1) adequate bulletin board on the eighth and ninth floors of Police Headquarters. The boards shall be used only for the following notices:

1. Recreational and social affairs of the Union.
2. Union meetings.

3. Union elections.
4. Reports of the Union.
5. Rulings or policies of the Labor Council Michigan Fraternal Order of Police.

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

B. Any abuse of the Union bulletin board will be a matter for a Special Conference.

21. CONTRACTUAL WORK

A. The City is genuinely interested in maintaining maximum employment for all seniority employees covered by this Agreement, consistent with the needs of the City. Therefore, in making these determinations the City intends always to keep the interest of the City's employees in mind.

B. The right of contracting or sub-contracting is vested in the City. The right to contract or sub-contract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members nor shall any seniority employee be laid off as a direct and immediate result of work performed by an outside contractor.

22. SUCCESSOR CLAUSE

This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provision, 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.

23. VETERAN'S PREFERENCE

Nothing in this Agreement shall abridge the rights and preference of veterans as provided by Federal, State and Local laws.

24. TEMPORARY ASSIGNMENTS

A. Employees are to be assigned job duties and responsibilities which are appropriate to their classification. An employee shall not be assigned to perform work which falls outside of his classification except in cases of emergency or other situations resulting from factors beyond the control of management which cannot be anticipated or planned for in the normal course of departmental operations and where such assignment is necessary to effectively carry out departmental operations.

B. When an employee is assigned to perform work clearly outside of his classification or is assigned and given the responsibility to perform the preponderance of duties regularly performed by another employee in a higher class for two (2) or more consecutive work days and/or a total of four (4) or more days in any calendar month, the employee so assigned shall be compensated at the appropriate rate for the work performed.

C. If an employee believes that his regularly assigned set of duties and responsibilities are not properly allocated to his current title, the employee or his bargaining agent may request the Job Analysis Section of the Personnel Department to conduct a classification survey of the employee's job as provided in Personnel Department Rules.

25. RATES FOR NEW POSITIONS

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

26. MAINTENANCE OF CONDITIONS

Wages, hours, conditions of employment and current proper practices which are beneficial to the employees at the execution of this Agreement, shall, except

as provided and improved herein, be maintained during the term of this Agreement. Changes must be mutually agreed upon by the City and the Union.

The parties agree that this article is intended to include those proper practices and minor benefits not covered by specific language in the contract.

The parties agree that this article is not intended to conflict with the City's ability and responsibility to manage its affairs.

The parties further agree that this article is not intended to maintain improper practices which may exist in the Police Department nor is intended to prevent the City from taking appropriate corrective action.

27. EMPLOYEE ASSISTANCE PROGRAM

The City and the Union recognize and acknowledge that the problem of substance abuse and other personal problems which affect the physical or mental well-being of employees of the City of Detroit merit special attention. Substance abuse, including alcohol and drugs, and other personal problems, by workers impair their ability to function, contribute to increase absenteeism and tardiness, and violation of other rules, regulations and procedures. The combination of factors is recognized as having potentially damaging effects of efficiency and endangers the job security of the worker. In an attempt to deal with these problems, the City has established an Employee Assistance Counselling Center to which all employees with substance abuse or other personal problems can be referred for counselling and eventual referral to an outside agency for treatment. All counselling and medical records of the counselling center are confidential.

28. CERTIFIED TRAINING

Employees will be provided training mandated by the State and other training as required by the Detroit Police Department.

29. JURY DUTY

A. An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay for all days he/she is required to serve on jury duty.

B. In the event that an employee reports for jury duty but does not actually serve on a jury, he/she will be paid the difference between the jury pay received and his/her regular days pay and be excused for the day.

C. In order to receive payment for jury duty supplementation, an employee must have been regularly scheduled to work on a non-overtime basis, must give reasonably prompt prior notice to his/her supervisor that he/she has been summoned for jury duty, and must furnish satisfactory evidence that he/she reported for or performed jury duty on the days for which he/she claims such payment, provided that the department head shall have discretion in seeking to have the employee excused where his/her services are essential. The provisions of this section are not applicable to an employee, who, without being summoned, volunteers for jury duty.

The jury duty supplementation shall not apply to special service, contractual, temporary or other employees with less than one 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 (except Article 5-B).

E. Employees shall have the option when called to jury duty to use vacation or compensatory time for such service. In that event, the employee will not be required to turn in his/her jury pay. However, the employee must notify the department of his/her desire to exercise this option prior to the first date of jury service.

F. Jury duty shall be considered as time worked.

G. An employee on jury duty will be continued on the payroll and be paid at his/her straight time hourly rate for his/her normally scheduled hours of work. Upon return from jury duty, the employee shall present evidence of the amount received from such jury duty and return that amount to the City, less any mileage allowance paid for the jury service.

If an employee fails to turn in his/her jury duty payment, the City will hold subsequent payments due to the employee until the City is reimbursed for all time lost due to the alleged jury duty service.

30. WORK WEEK, WORK DAY, SHIFT PREMIUM

A. Standard Service Week:

1. The standard payroll work week shall begin at 12:01 a.m. Monday, and end at 12:00 p.m. Sunday. 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.

B. Service Day and Work Day:

1. The service day shall begin at 12:01 a.m. and extend to 12:00 p.m.

2. The regular full working day shall consist of eight (8) hours.

3. Each shift shall be scheduled for eight and one-half (8-1/2) hours, of which thirty (30) minutes of unpaid time shall be allowed for lunch.

4. Two coffee breaks of fifteen (15) minutes per shift shall be permitted.

5. Overtime computation shall be in accordance with Article 31 of the contract.

C. Afternoon and Night Shifts:

1. Employees who work regularly scheduled afternoon and night shifts shall receive, in addition to their regular pay, a premium of forty-five cents (45¢) per hour for the afternoon shift and a premium of fifty cents (50¢) 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.

31. OVERTIME

A. The City has the right to schedule overtime work as required in a manner most advantageous to the City and consistent with requirements of

municipal employment and the public interest. 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. All hours worked over eight (8) in one service day except if such time is worked on a seventh day or holiday.
2. All hours worked over forty (40) in one service week except as indicated in Section B-3 of this article and except if such time is worked on a seventh day or a holiday.

C. Double Time Overtime

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

D. When a schedule indicates a lunch period but conditions make it impractical to enjoy same, the employee or employees involved will be paid the prevailing overtime rate in lieu of his lunch period. The provisions of this section shall not apply to employees whose work day is designated on a measured task basis. In no instance shall payments be made for lunch periods not worked.

E. Premium payments shall not be duplicated for the same hours worked.

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.

32. WORK LOCATIONS, SHIFT PREFERENCE AND ASSIGNMENT PROCEDURE

Work location is defined as a work site on the 8th and 9th floors of 1300 Beaubien Headquarters Building. In the event the City desires to include other work locations, a Special Conference shall be held.

Shift Preference - Employees by seniority, shall annually, be allowed to choose their shift preference. Employees shall make known to management their shift preference for the following year during the month of April.

The shifts as granted (by Management) shall be posted on or before June 15th, and shall become effective each July 1st.

Assignment Procedure - Every effort will be made to call-in Detention Facility Officers to fill vacancies on a shift before police officers are utilized in the effected sections, provided the Department has ample advance notice that the assigned Detention Facility Officer will be absent for whatever reason.

33. LEAVES OF ABSENCE

Leaves of absence shall be governed by Rule XIV of the City of Detroit Personnel Department in effect as of the effective date of this Agreement.

34. 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, step-father, step-mother.

C. If a death occurs among the relatives of the employee, the employee will be granted one (1) day leave, not to be charged to sick leave provided he/she attends the funeral. If the funeral which the employee attends is more than 300 miles from the City of Detroit, 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 Relative: Relatives are defined as grandson, granddaughter, grandmother, grandfather, brother-in-law, sister-in-law, uncle, aunt, mother-in-law, and father-in-law.

35. SICK LEAVE

A. All employees who shall have completed three (3) months of continuous service shall be granted one (1) day of sick leave for every service month in which they have worked 80% of their scheduled hours, not to exceed twelve (12) sick leave days in any one fiscal year. Sick leave earned after July 1, 1971 may accumulate without limitation.

The service month shall be defined in Exhibit I. All employees must be on the payroll for the entire month to be credited with sick leave.

B. Reserve sick leave of three (3) service days shall be granted on July 1, 1986 and 1987 and five (5) service days July 1, 1988 to each employee who was on the payroll the preceding July 1st and who has earned at least sixteen hundred (1600) hours of straight time pay during the fiscal year.

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

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

E. Employees who have accumulated a total of forty-five (45) or more unused sick days shall receive up to five (5) bonus vacation days based upon their sick leave usage in the previous fiscal year. Such time shall be credited according to the following table:

Sick Leave Days Used
In Previous Fiscal Year

Bonus Vacation Days
To Be Credited on July 1st

0 to 2	5
3	4-1/2
4	4
5	3-1/2
6	3
7	2-1/2
8	2
9	1-1/2
10	1
11	1/2
12 or more	0

F. Employees will have access to Personal Leave Days in accordance with the Municipal Code and the Manual of Standard Personnel Practices. Permission will not be unreasonably withheld.

G. The above shall be in accordance with Chapter 13, Article 5, Section 2 of the Municipal Code of the City of Detroit except as modified by this article.

36. SICK LEAVE CALL-IN PROCEDURE

An employee who must be absent for any reason which may be charged to his sick leave bank, where permission has not already been granted, must notify his/her immediate supervisor prior to the start of his/her shift unless an emergency makes this notification impossible. Failure to give notice may be used by the Department Head as a just reason for the refusal of sick leave with pay.

Employees who call in sick and who may be off more than one day shall not be required to call each day, except at the discretion of the Department Head. Employees under Department Attendance Review or who have been identified as misusing sick leave to avoid assignments, may be required to call in for each day of absence.

37. UNUSED SICK LEAVE ON RETIREMENT

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

Upon retirement or death with twenty (20) years of service, an employee shall be entitled to payment of one-half (1/2) of their unused sick leave.

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

38. SICKNESS AND ACCIDENT AND LONG TERM DISABILITY INSURANCE

The City reserves the right to offer a Sickness and Accident and Long Term Disability Insurance Program as a substitute for the current Sick Leave program during the term of the Agreement. The Union shall have the right to accept the program or remain in the current program.

39. HOSPITALIZATION, MEDICAL, DENTAL AND OPTICAL CARE INSURANCE

A. The City shall provide 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 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 11 of the Municipal Code of the City of Detroit.

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

Single person	\$100.06
Two person	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 persons who retire 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 person	238.29

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

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 or more in a family).

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

Single Person
Two Persons
Family

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

The City will contribute an equal amount per employee to a dental capitation plan made available to its employees.

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.

I. If, during the term of this Agreement, a Federal Health Security Act is enacted, the City of Detroit will pay during the term of the Agreement any premium, taxes or contributions employees may be required to pay under a Federal Health Security Act that are specifically ear-marked or designated for the purpose of the Federal Program.

J. No insurance carrier shall be allowed to underwrite City Health Care Benefits unless it offers coordination of benefits.

K. Effective January 1, 1987, the City shall implement a Preferred Provider Prescription Drug program in its traditional hospitalization plan.

40. HEALTH CARE PLANS

I N T R O D U C T I O N

The City of Detroit offers a traditional hospitalization plan for employees and retirees plus they may choose alternative coverage through one of the health maintenance organizations or preferred provider plans offered by the City. The City will pay the premium for this alternative health care coverage up to an amount equal to the amount the City pays for the traditional Plan. A list of the City's current hospitalization carriers and coverage descriptions is contained herein.

Furthermore, the traditional health plan described herein includes several cost containment features. Furthermore, the joint union/management health cost containment committee will be studying additional cost containment programs which will be included during the term of the agreement.

ELIGIBILITY

NOTE: This summary of health insurance plans described herein contain the essential features of the hospitalization insurance plans offered by the City in general terms. It is not intended to be a full description of coverage. The complete plans are described in the certificate of coverage issued by each plan.

Persons eligible for health care coverage:

1. The employee;
2. The employee's dependents as explained below:

The legal spouse of the subscriber, unmarried children related by birth, legal adoption, or legal guardianship (while a dependent of the subscriber), and children of the subscriber's spouse (while a dependent of the subscriber). These children are covered from birth to the end of the calendar year in which they attain 19 years of age. This limit shall be extended one more year for those children still in high school.

Unmarried, dependent children who are incapable of self-support because of a permanent mental or physical disability are eligible for coverage. An application card, which contains a "physician's certification of disability", must be submitted before December 31st of the year in which the dependent becomes 19 years of age.

Nineteen to twenty-five year old dependents continue to be covered until the end of the calendar year in which they attain 25 years of age as long as they are unmarried and are dependent upon the employee for support and maintenance and were reported as such on the employee's most recent federal income tax return. There will be no additional charges for this coverage when they are under an employee contract.

Under the "Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA)", employees and their eligible dependents will have the option to continue group health coverage at their own expense after that coverage would have normally terminated. This option becomes available upon certain qualifying events that occur on or after July 1, 1986. Group health coverage includes hospitalization, dental and eye care coverage as one complete package.

Qualifying Events Affecting Employees:

A. The reduction of work hours or a temporary lay off that causes employees to lose their group coverage.

B. Termination of employment, either voluntary or involuntary (except for termination for gross misconduct).

Employees may elect to continue their group health coverage up to 18 months beyond the qualifying event in A or B above. (The full monthly premium cost must be paid each month to continue coverage).

Qualifying Events for Employees Beneficiaries:

A. Upon divorce or legal separation of employee and the employee's spouse (spouse option to include the dependent children).

B. The date a dependent child no longer qualifies as a dependent under the plan. (example, dependent child passes the maximum age for coverage as a dependent child).

C. Upon the death of the employee.

D. Upon the employee becoming entitled to benefits under Title XVIII of the Social Security Act (and the spouse and dependent children lose the employer provided group health coverage).

The employee's spouse and dependent children may elect to continue the same group coverage up to 36 months from the date of the qualifying event noted in A, B, C, or D above. The full monthly premium cost must be paid each month to continue coverage.

Cancellation of Coverage:

Continuation of coverage will be cancelled upon the occurrence of the following circumstances:

1. Cancellation of group health plan to active employees.
2. The qualified beneficiary becomes a covered employee under another group health plan or becomes entitled to medicare benefits.
3. The qualified beneficiary fails to pay the required premium.
4. The qualified beneficiary remarries and becomes covered under a group health plan.
5. The end of the continuation coverage period.

Effective Dates for Hospitalization Coverage

Coverage Period: First (1st) through thirty-first (31st)

Qualifying for Continuing Coverage: Any month in which an employee receives a paycheck with a least eight (8) hours of pay, he/she will have coverage for the entire month; less than eight (8) hours of pay - no coverage.

Note: Suspensions and Departmental Leave are governed by this section.

Coverage Effective Date: For new hires or employees returning from Personnel leaves or lay-offs, coverages are effective the day they receive their first paycheck.

Note: For new or returning employees, coverage dates will be determined as of the date the employee would have normally received his/her paycheck.

Coverage Ending Date: End of the month in which an employee receives the last paycheck. Lump-sum payments or special-pay adjustments, after an employee has left the payroll, do not continue hospitalization coverage.

SECTION I

TRADITIONAL HOSPITALIZATION

Hospital Charges

The City's hospital benefits include the following:

- The cost (ward room and board rates) for 365 days for treatment of general conditions. (Employees may elect semi-private coverage at their own expense)
- Renewal: Full benefits are restored after a consecutive period of 60 days has elapsed since the date of last discharge from a hospital.
- The cost of ward room and board for treatment of mental and nervous disorders is limited to forty-five (45) days. The full cost of ward room and board at a general hospital for treatment of substance abuse (alcohol and drug related) disorders is limited to five days. Up to forty days of in-patient rehabilitation treatment shall be covered in a free standing facility that specializes in this type of treatment and is preapproved by the plan. (If a member is admitted directly into non-hospital based facility, the maximum number of days will be 45).
- Renewal: In order to re-establish hospital benefits for a nervous or mental disorder, there must be a period of non-confinement equal to at least 60 consecutive days.
See master medical section for additional benefits

Maternity Benefits

(applies to members of the plan)

Ward hospital room and board charges or birthing center charges and charges for other hospital services resulting from pregnancy, childbirth or miscarriage are covered in accordance with the Plan.

Other Hospital Services

The plan will pay the full cost of the items shown below when furnished by a hospital or its hospital staff and prescribed by your doctor:

- general nursing service
- special diets
- operating, delivery and treatment rooms and equipment

- anesthesia
- laboratory examinations
- physical therapy and oxygen or other gas therapy
- drugs and medicines
- supplies for dressings and plaster casts
- use of radium (when owned or rented by the hospital)
- routine nursery care for newborn children
- non-routine hospital care for newborn children

Emergency Services

The Plan will pay all charges in connection with emergency room treatment on non-occupational "accidental injuries" and life threatening "medical emergencies".

Pre-Admission Certification

A Hospital Pre-Admission certification form MUST be completed and returned to the Plan for approval before the Plan will approve any elective non-emergency hospital admission. In order to receive hospital benefits paid for by the plan, in-patient non-emergency admissions MUST be prior authorized by the Plan. An appeal process for the physician and member shall be a part of this plan.

Hospital Pre-Admission certification Forms will be available from the providers, physicians, the Plan Offices, and the employer and must be submitted to the Plan before the proposed hospital admission.

An employee's doctor will complete the form and submit it to the Plan. Both the employee and his/her doctor will receive notification regarding whether or not the admission has been approved.

In cases of emergency admittance to a hospital which shall include emergency admittance for alcohol and drug abuse, the hospital must notify Blue Cross within twenty-four hours and they will certify the number of days allowable based upon the information submitted. If the attending physician requires a member to remain in the hospital for longer than the pre-certified amount of time, they must obtain approval from Blue Cross for additional days. Unless specifically approved, the Plan will not pay for any days spent in a hospital beyond those approved by the pre-certification.

Ambulatory Procedures Requirements

All medical surgical procedures on the attached list must be performed on an ambulatory basis unless precertified by the Plan.

Extended Care Facilities

If an employee or an eligible dependent are transferred to an extended care facility immediately following a home or hospital confinement (home health care status shall be considered as hospital confinement for purposes of this section), the Plan will pay the full cost of room and board and other medical services. Pre-certification is required.

Extended care facility benefits are limited to a maximum of 730 days and are reduced by two (2) times the number of days spent in a hospital for the same condition.

Home Health Care and Hospice Care Benefits

The Plan covers charges for the following home health care services:

1. Professional nursing care
2. Physical therapy
3. Speech therapy
4. Home health aide services.
5. Expenses for equipment or materials used for home health care treatment (e.g., surgical dressings, oxygen, gauze, cotton, etc.).

(Three (3) home health care visits are equivalent to one (1) day of hospital care.)

Home Hospice care is designed specifically for treatment of the terminally ill. Medical care concentrates on pain management and professional counselling for both patients and their families.

All home hospice services must be prior authorized (refer to the section entitled Pre-Admission Approval). Once approved, the Plan pays the full cost of hospice care including nursing and other required medical services up to the Plan limit.

Billing Audits

Employees are encouraged to review their hospital and doctor bills for accuracy.

MEDICAL SURGICAL BENEFITS

Surgical Expense Benefits

If an employee or one of their eligible dependents must undergo surgery as the result of a non-occupational injury or illness, the Plan will pay in full for all surgical procedures performed by a surgeon who has agreed to reasonable and customary charges established by the plan.

Second Surgical Opinion

Mandatory second surgical opinions will be in accordance with the attached list of procedures (Does not apply to emergencies).

For all other procedures:

If a doctor has recommended elective (non-emergency) surgery an employee must seek a second medical opinion before consenting to the surgery.

When employee seeks a second opinion the employee is required to obtain any x-rays or test results from the first physician and have them reviewed by second physician to avoid duplication of tests.

The Plan covers doctor's reasonable and customary fees associated with a second surgical opinion.

In addition to payment for doctor's charges, the Plan will also cover the cost of diagnostic laboratory and x-ray services performed in conjunction with the second surgical opinion.

If a member receives conflicting medical opinions regarding the need for a surgical procedure, the employee will make the final decision about whether or not to have the surgery. If the employee does decide to have the surgery, the Plan will provide surgical benefits.

Maternity Benefits

(applies to members of the plan)

Charges for outpatient care by member's doctor are eligible expenses under the Plan.

X-Ray and Laboratory Services

If a member of the plan has x-ray and/or laboratory services related to a non-occupational illness or accident in a non-hospital setting, the charges are covered in full.

Mental and Nervous Disorders

Treatment for substance abuse, psychiatric and nervous disorders shall be limited to \$400 per member per calendar year for out-patient services.

Other Items Covered by the Plan:

Physician's Services

- o Medical Care of In-patients
 - Hospital
 - Convalescent Care Facility
 - Psych. Day/Night Care Hospital
 - Residential SAT program
- o Surg.; Anesthesia; Surg. Asst.
- o Consultations
 - In-patient
- o Maternity Care
 - Pre & Post Natal Visits
 - Delivery
 - Examination of Newborn

- o Emergency Care
 - Injuries; Medical Conditions
- o Psychiatric Care
 - In-patient
 - Out-patient \$400
- o Chemotherapy
- o Therapeutic Radiology
- o Diagnostic Radiology
- o Diagnostic Lab & Pathology
- o Other Diagnostic Svcs.
 - EKG: EEG: etc.

Items Not Covered By Hospital-Medical-Surgical Benefits:

The Plan does not cover the following types of disabilities, expenses or care:

1. Dental care except for extractions or removal of unerupted teeth under general anesthesia when a concurrent hazardous medical condition exists;
2. Cosmetic surgery; except for the correction of birth defects, accidental injuries or traumatic scars, or reconstructive surgery to correct deformities resulting from specified diseases or medically necessary surgery;
3. Hospital admissions that are not medically necessary, such as admissions that are principally for diagnostic evaluation, or physical therapy, or reduction of weight by diet control.
4. Custodial care or domiciliary care which does not require definitive medical or nursing services for an illness or injury.
5. Care for occupational injury or disease or care obtainable without cost from government agencies or through the facilities of the employer.
6. Routine physical, premarital or pre-employment examinations.
7. Items such as blood, durable medical equipment, prosthetic and other appliances, and ambulance service unless specifically mentioned as being covered in this proposal.

SECTION II

MASTER MEDICAL EXPENSE BENEFITS

The City's coverage for master medical benefits shall be 80% of the usual and customary fees for out-patient services provided by the plan after the employee pays for the first \$50.00 of cost per person or \$100.00 per family per year. After an employee has out of pocket expenses over \$1,000 in any calendar year, 100% of the eligible expenses are covered. The life-time maximum benefit is \$1,000,000.

Out-patient treatment for substance abuse, psychiatric and nervous disorders shall be limited to 50% of reasonable fees with an annual limit of \$2,000 per year and a life-time limit of \$5,000. (This is in addition to the basic benefit.). The Plans maximum is \$15,000 for one year and \$30,000 for two or more years for combined in-patient and out-patient psychiatric services.

Ambulance

If a member of the plan is transported to a medical facility due to an accidental injury or medical emergency or if they or their eligible dependents are transferred from one medical facility to another at their doctor's recommendation, the Plan will pay for such ambulance service under the Master Medical Benefit.

Items Not Covered by Major Medical:

The plan does not cover the following types of expenses, disabilities or care:

- Extended Benefits are not available for pulmonary tuberculosis or mental disorders.
- Routine dental care such as fillings, extractions, bridgework, braces, root canals and impacted wisdom teeth.
- Eyeglasses, routine eye examinations, eye refractions, hearing aids and the fitting of hearing aids or eyeglasses.
- Routine physical examinations and related tests.
- Cost of transportation that exceeds ambulance benefit level.
- Personal comfort items while hospitalized, including but not limited to, television and telephone.
- The portion of room charges which exceeds the hospital's ward rate.
- Surgical procedure, treatment or hospital confinement primarily for beautification.

- Expenses for work-related injuries or disabilities (these are covered by Workers' Compensation).
- Expenses for care of injuries or sickness due to war or war-related acts.
- Any treatment or service not prescribed by a physician.
- Screening or other procedures not necessary for diagnosis and generally accepted therapy.
- Any surgery or medical care or service furnished by any facility contracted for or operated by the United States Government or by any other governmental unit for medical care or treatment unless a charge is made which the insured is legally required to pay.

Expenses for the treatment of nervous, mental, or substance abuse disorders that exceed the basic benefit level.

Any fees that exceed the reasonable and customary fee determination.

- Purchase of wheel chair, hospital bed, artificial respirator, other durable medical equipment.
- Care in convalescent or nursing homes.

SECTION III

PRESCRIPTION DRUG PLAN

- A. Coverage - The prescription drug benefit covers the cost of most prescription drugs after the employee pays a \$2.00 deductible.
- B. A list of preferred providers for prescription drugs which an employee must use to obtain the full benefit is attached.
- C. Covered Drugs:
 - 1. Federal Legend Drugs
 - 2. State Restricted Drugs
 - 3. Compounded Medication
 - 4. Insulin
- D. The plan will require a pharmacy to use generic drugs, if available, unless specifically directed by the prescribing physician based on medical necessity not to do so.

Items Not Covered:

Certain items are not covered by the prescription drug program. Among these are:

- The charge for any take home drug.

- Any charge for a contraceptive medication, even if such medication is a prescription legend drug, and any charge for therapeutic devices or appliances, regardless of their intended use.
- Therapeutic devices or appliances (hypodermic needles, support garments and other non-medicinal substances).
- Drugs or medicines supplied to the covered individual by a prescribing physician or dentist.
- Cosmetic or beauty aids, dietary supplements and vitamins.
- Immunizing agents, injectables, blood or blood plasma or medication prescribed for parenteral administration, except insulin.
- Any drug labeled "Caution - Limited by Federal Law to Investigational Use" or any experimental drug.
- Any charge for administration of covered drugs.
- The charge for more than a 34-day supply of a covered drug except that benefits will be payable for 100 unit doses (e.g., tablet or capsule, etc.) of specified maintenance drugs unless provided by a mail order pharmaceutical provider.
- The charge for any prescription order refill in excess of the number specified by a physician or dentist, or any refill dispensed after one year from the date of the original prescription order.
- The charge for any medication for which the employee or dependent is entitled to without charge from any municipal, State or Federal program of any sort whether contributory or not except Title XIX of Social Security Amendments of 1965 (Public Law 89-97; 89th Congress, First Session).

SECTION IV

PREFERERRED PROVIDER ORGANIZATION AND HEALTH MAINTENANCE ORGANIZATIONS

The benefit levels for the Blue Cross Blue Shield P.P.O. are for the most part equivalent to the Blue Cross Blue Shield Traditional Plan except that the PPO covers the first \$100 of routine office calls and thereafter 70% of the cost. Furthermore all services received outside the networks are generally covered at 85% of the charge.

The health maintenance organizations currently being offered to employees are as follows:

Health Care Network
Independence Health Plan

Total Health Care
Michigan HMO
Comprehensive Health Services
Health Alliance Plan

Benefits provided by these carries are as follows:

<u>BENEFIT</u>	<u>EXTENT OF COVERAGE</u>
Service in hospital	Full coverage
Human Organ transplants	Varies with carrier
Emergency Care - Medical	Full coverage
Emergency Care - Accidents	Full coverage
Routine Medical Services	Full coverage
Maternity Services Provided by doctor	Full coverage
Prescription Drugs	Full coverage except for Health Care Network and Health Alliance Plan which have a \$2.00 co-pay
Diagnostic and Therapeutic Procedures	Full coverage
Immunizations	Full coverage
Family Planning	Full coverage for most services
Mental Health Care	Outpatient - 20 visits 12 month period Inpatient - most carriers 45 days per year Michigan HMO - 30 days
Alcoholism/Drug Abuse	Varies with carrier
Skilled Nursing Care (not in hospital)	Nursing home care - 730 days except for Michigan HMO which covers 30 days per year; other services excluding custodial care covered in full
Appliances and Prosthetic Devices Devices and Durable Medical Equipment	Full coverage

Prior to the annual enrollment each year a comparison of coverages provided by each of the plans will be provided to members of the union.

SECTION V

DENTAL CARE PLAN

A. Coverages -

Class I benefits 75% of usual and customary fees.

Class II benefits 50% of usual and customary fees.

Class III benefits 50% of usual and customary fees.

Orthodontics - 50% of usual and customary fees not to exceed \$1,000 maximum life benefit per person covered by the plan.

Annual maximum on Class I, II and III benefits is \$1,000 per year.

B. Items not covered.

Dental benefits are not available for the following types of expenses or care:

- Treatment or supplies furnished on account of a dental defect which arises out of, or in the course of, any occupation for wage or profit;
- Any loss sustained as a result of declared or undeclared war, or any act thereof, or of military or naval service of any country;
- Dental procedures received from a dental department maintained by a mutual benefit association, labor union, trustee, or other similar group;
- Any expense for dental procedures or supplies to the extent that payment is received from any group policy or prepayment plan;
- Any treatment which is performed for cosmetic purposes;
- Treatment by other than a legally qualified dentist, except charges for dental prophylaxis performed by a licensed dental hygienist under the supervision and direction of a dentist, or licensed dental practitioner; or in connection with dentures, bridgework, crowns, or prosthetic devices for:
 1. Expenses for prosthetic devices started prior to the effective date of coverage;
 2. Expenses for replacement made less than five years after and immediately preceding placement or replacement which was covered by this Plan or the predecessor plan;
 3. Expenses for extension of bridges or prosthetic devices previously paid for by the Plan except for expenses incurred for new extended areas;

4. Loss or theft

- Temporary restorations, local anesthetics, and/or bases;
- Expenses for root canal treatments and/or apicoectomies when previously paid; these are payable only once per tooth;
- Orthodontic benefits are not available for the member and spouse or dependent children over age 19 (even if a full-time student).

C. Pre-Determination of Benefits (excludes capitation plans):

The following procedures will require pre-determination by the Plan:

1. Prosthodontics

- A. Inlays
- B. Onlays
- C. Crowns
- D. Space Maintainers
- E. Bridges
- F. Removable Full or Partial Dentures

2. Periodontics

- A. Subgingival Curettage
- B. Surgical Periodontics

3. Oral Surgery

All oral surgical procedures with the exception of 4 or less simple extractions.

4. Orthodontics

All services.

- D. Currently the City is offering Den Cap and Dental Care Network as capitation dental carriers. These plans have smaller co-pays and deductibles in most areas than our traditional plan. However, you must select your Dentist from their network.

SECTION VI

EYE CARE PLAN

Coverage - The Plan will pay for an eye examination and glasses once every two years. Co-op Optical Company and Heritage Optical Company are the current providers of this service. This coverage is only available at one of these two firms. The employee may be required to make co-payments for designer frames, special lenses, and contact lenses.

Items Not Covered

Benefits are not payable for the following types of care or expense:

- . Procedures or supplies furnished due to a visual defect which arises out of, or in the course of, any occupation for wage or profit;
- . Vision care services resulting from declared or undeclared war, or any act thereof, or military or naval service of any country;
- . Vision care services or supplies received from a medical department maintained by a mutual benefit association, labor union, trustee or other similar group;
- . Vision care services or supplies which are payable or furnished by any other group policy or prepayment plan;
- . Any medical or surgical treatment of the eye;
- . Sunglasses, plain or prescription or safety lenses or goggles, tinting or photochromic lenses;
- . Othoptics, vision training or anisekonias;
- . Repair of any kind;
- . Loss or theft; and
- . Vision expenses incurred by a dependent child after attaining age 19.

SECTION VII

PENDING CHANGES

During the term of the contract the joint Union/Management health care committee will be examining additional alternatives to control health care cost. Some of the alternatives being considered as of the date of this agreement are as follows.

1. Control Procedures

The plan will establish procedures to guard against misuse. This shall include the audit of claims to insure their legitimacy and the collection of health care cards from terminating employees. Other control procedures may be instituted by the administrator.

2. Employee Education Programs

The plan will develop a booklet which will describe the benefits and procedures to be followed in using the plan. They will continue to provide educational material to plan members which will help them to become more familiar with methods to contain health cost.

3. Prescreening Programs

The plan will develop a prescreening program for employees to help them identify health problems before they become critical. The plan will develop a delivery system for the program which will be convenient for the members and also will guarantee the confidentiality of the program.

4. Maternity Confinement

The Plan may include an incentive for members who elect to shorten their hospital confinement for maternity purposes or use of birthing centers. The incentive shall be based on the standard number of days allowed for in-patient maternity confinement in the hospital admission precertification program. In the event that birthing centers are less expensive than inpatient hospital confinement, an incentive plan will be developed to encourage the use of them.

5. Billing Audits

Employees are encouraged to review their hospital and doctor bills for accuracy. The health care committee will agree on a remuneration "finder's fee" for significant discrepancies discovered.

6. Emergency Clinics

A list of non-hospital based clinics which will provide non-emergency 24-hour medical services will be established. Employees should use these facilities for non-life threatening medical emergencies.

7. Prescription Drugs

The Plan may seek an administrator for prescription drug coverage which may be different from the administrator of the hospital-medical-surgical plan.

AMBULATORY PROCEDURES

<u>Procedure Code</u>	<u>English Description</u>
0145	Excision of pilonidal cyst of sinus, simple
0454	Excision of cyst, fibroadenoma or other benign tumor, aberrant breast tissue, duct lesion of nipple lesion (except 0465-047 1) bilateral
0465 (T)	Mastectomy for gynecomastia, unilateral

0521	Biopsy, deep bones (e.g. vertebral body femur)
0522	Biopsy, excisional, bone superficial (e.g., illium, sternum, ribs, spinous process, trochanter of femur)
0588	Excision of calcaneal spur
1342	Arthroplasty, metatarsophalangeal joint, other than hallux, with silastic implant
1601	Muscle biopsy, deep
2060	Infraction of turbinates, unilateral or bilateral
2085	Antrotomy, intranasal, bilateral
2790	Biopsy or excision of lymph node
2791	- deep cervical node
3740 (T)	Repair, inguinal hernia, under age 5, with or without hydrocelectomy, bilateral
3745 (T)	Repair, inguinal hernia, under age 5, with or without hydrocelectomy, bilateral
4040	Cystourethroscopy with biopsy, initial
5620 (T)	Extraocular muscle surgery (resection, recession, advancement, etc.), one muscle
5696 (T)	Slepharoplasty: plastic repair of eyelid with or without graft

AMBULATORY PROCEDURES

<u>Procedure Code</u>	<u>English Description</u>
0994	Fracture, humerus, surgical neck, closed reduction
1493	Dislocation, elbow, closed manipulative reduction, without anesthesia
3163	Esophagoscopy, diagnostice with biopsy
3165	with dilation, direct
3190	Dilation of esophagus by sound or bougie, indirect, initial

- 3220 Gastroscopy, diagnostic
- 3417 Cononoscopy (by fiberoptic instrument), transverse colon
- 3696 Peritoneocentesis: abdominal paracentesis, initial
- 5155 Spinal puncture, lumbar diagnostic

41. 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 a sick leave reserve and receives income under the Workers' Compensation Act, such income shall be supplemented by the City from his/her sick leave 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 shall not be eligible for holiday pay nor earn additional vacation or reserve sick leave when they are being paid Workers' Compensation benefits.

C. 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. Thereafter employees will be entitled to benefits which accrue to them through the Pension Plan and the Income Protection Plan.

42. USE OF MEDICAL FACILITIES

A. APPROVED PHYSICIANS AND MEDICAL FACILITIES:

Certain medical facilities have been designated as treatment centers for on-the-job injuries. The supervisor or employee should contact the Civilian Personnel unit of the Police Department, as soon as possible to verify that the particular facility is still on the list. The following list

is subject to change. The Department will notify the Union, in writing, of all changes in the list as they occur.

1. MAYBURY CLINICS, INCORPORATED
 - a. 901 W. Grand Blvd.
Detroit, Michigan 48208
894-1105
 - b. 8830 W. McNichols Rd.
Detroit, Michigan 48221
864-3131
 - c. 11420 E. Nine Mile
Warren, Michigan 48090
755-4900
 - d. 8820 E. McNichols Rd.
Detroit, Michigan 48234
365-3220
 - e. 25249 Plymouth Rd.
Detroit, Michigan 48239
531-2535
2. DETROIT INDUSTRIAL CLINIC
60 W. Hancock
Detroit, Michigan 48201
831-3130
3. SARATOGA GENERAL HOSPITAL
15000 Gratiot Avenue
Detroit, Michigan 48205
245-1200
4. DOCTOR'S HOSPITAL
2730 E. Jefferson
Detroit, Michigan 48207
259-3050
5. FOURTEENTH STREET CLINIC MEDICAL CENTER, P.C.
8500 14th Street
Detroit, Michigan 48206
894-3950

B. OTHER FACILITIES

The following procedure is to be followed by the employee in case of an injury on the job or in case of exposure to a highly contagious disease during working hours:

1. Notify your supervisor as soon as possible of the injury or exposure.
2. Secure proper treatment from a facility listed in "A" above, or in case of extreme emergency, the nearest emergency hospital should be used. Notify the Civilian Personnel Unit as soon as possible of the treatment service obtained in Step 2 above.
3. Transportation to and from a treatment center will be provided by the Department.

43. LONG TERM DISABILITY INSURANCE (INCOME PROTECTION PLAN)

NOTE: IT IS IMPORTANT FOR EMPLOYEES TO APPLY FOR THIS BENEFIT AS SOON AS THEY BELIEVE THAT THEY WILL BE DISABLED FOR AN EXTENDED PERIOD OF TIME IN ORDER TO RECEIVE THE BENEFITS. (See provisions I-C & II-B).

I. PROVISIONS RELATING TO ELIGIBILITY

A. Employees Eligible

All full time classified and appointed civilian employees will be eligible for insurance upon completion of three (3) years of continuous employment.

B. Effective Date

The effective date of the insurance is the date he becomes eligible.

Employees not performing each and every duty of their occupation on the last work day immediately before the date they would become insured, shall become insured on the date they resume such duties.

C. Applying for Benefits

Eligible employees who become disabled must apply through their department to the City Pension Bureau within sixty (60) days after becoming disabled.

II. DETERMINING THE AMOUNT OF THE DISABILITY BENEFIT

A. Monthly Accident-Sickness Benefit

The benefit shall be \$200.00 per month unless:

1. When added to the following benefits: (i) workmen's compensation; (ii) social security disability insurance; and (iii) city disability pension, if the total exceeds 90% of "take home" pay, as defined, this benefit will be reduced to provide that this benefit plus the other above mentioned benefits equal 90% of "take home" pay; or
2. When added to the following benefits; (i) workmen's compensation; (ii) social security disability insurance; and (iii) city disability pension, if the total is less than 75% of "take home" pay, as defined, this benefit will be increased to provide that this benefit plus the other above mentioned benefits equal 75% of "take home" pay; but this benefit shall not exceed \$1,500.00 per month.

Benefits payable under this plan are determined as percentages of "take home" pay. The following definitions shall be used in determining "take home" pay:

- (a) Take-Home pay is defined as gross pay per month from the City less Social Security deductions, and less Federal, State and City income tax withholding.
- (b) Gross pay per month is an employee's annual rate of pay from the City as of the date of disability, divided by twelve (12).
- (c) Social Security deductions shall be one-twelfth (1/12) of the maximum annual Social Security tax payable by an employee based on the employee's annual rate of pay as determined in (b) above.
- (d) Federal, State and City withholding - These amounts are determined as the normal amount of withholding applicable to an individual's gross pay per month for the actual number of dependents an employee has as of the date of disability. Dependents include all members of the immediate family who are deductible for income tax purposes.

B. Waiting Period Before Benefits Are Payable

There is a waiting period of two hundred and seventy (270) days of continuous total disability, or the employee's accumulated sick leave time, whichever is greater. Sick leave time as used herein, will include vacation and compensatory (unpaid overtime credits) time. For purposes of this elimination provision the election of a lump sum payment for a period of vacation and for compensatory time shall be considered to be paid as though such time were run out on normal payroll time.

C. Maximum Period of Benefits

A period equal to one-half the employee's service with the City, rounded to the nearest month; except that benefits payable due to psychiatric disorders not requiring confinement shall be limited to not more than two (2) years.

D. Conditions For Payment

A period of disability for which coverage is provided must commence within thirty (30) days of an accident or, if due to sickness, while coverage is in force as to the Employee. A disability which commences more than thirty (30) days after an accident shall be deemed the result of a sickness.

Benefits are payable from the first day following the expiration of the Waiting Period subject to the Maximum Period of Benefits. The applicable Waiting Period shall neither commence nor continue, nor will benefits be paid for any period of disability during which the Employee is not under the regular care and attendance of a currently licensed physician or surgeon other than himself unless waived by the Insurance Company and the City.

If a disability recurs as a result of the same or related cause or causes, it shall be deemed a continuation of the prior period of disability unless an intervening period of nine months has elapsed in which event the subsequent period shall be deemed the result of a new sickness and subject to a new Waiting Period and Maximum Period of Benefits.

Termination of the policy or of an Employee's coverage for any reasons shall be without prejudice to any claim originating prior to the date of termination.

E. Rehabilitative Employment Benefits

When, immediately, following satisfaction of the Waiting Period or immediately following any period during which Total Disability Benefits are payable, the Employee engages in Rehabilitative Employment, the Insurance Company will pay for each month of such employment, the applicable Monthly Benefit less 80% of the amount of compensation or income the Employee received from such Rehabilitative Employment (not to exceed, in the aggregate, 24 months as the result of any one accident or sickness).

F. Partial Month Benefits

Benefits payable hereunder for periods which are less than one month will be paid on the basis of the 1/30th of the Monthly Benefit for each day of disability.

G. Definitions

"Total Disability" means the continuous inability of the Employee to engage in each and every occupation or employment for wage or profit for which he is reasonably qualified by education, training or experience. However, during the applicable Waiting Period and the first 24 months thereafter the Employee shall be deemed totally disabled while he is (1) unable to perform each and all the material duties pertaining to his occupation with the City, and (2) not engaged in any occupation or employment for wage or profit for which he is reasonably qualified by education, training or experience.

"His occupation" means any and every occupation or employment engaged in by the Employee immediately prior to the date of the commencement of any loss covered hereunder.

"Rehabilitative Employment" means any occupation or employment for wage or profit, for which the Employee is reasonably qualified by education, training or experience, engaged in by the Employee while unable to fully perform his occupation as a result of injury or sickness.

"Regular care and attendance" means observation and treatment to the extent necessary under existing standards of medical practice for the condition causing disability.

"Injury" means bodily injury caused by an accident occurring while the policy is in force as to the Employee and resulting directly and independently of all other causes in loss covered by the policy.

"Sickness" means sickness or disease causing loss commencing while the policy is in force as to the Employee whose sickness is the basis of claim.

H. Pre-Existing Conditions

Any other provisions to the contrary, any disability commencing within 12 months immediately following the effective date of insurance of an Employee, for which treatment was rendered during the 6 months prior to such Employee's effective date of insurance shall not be considered as a disability hereunder.

I. Waiver of Premiums

With respect to any Employee who is totally disabled and receiving benefits hereunder or Total Disability, the Insurance Company will waive payment of any premiums with respect to such Employee for any period during

which such benefits are payable. For any Employee who is in the waiting period and no longer on the City's payroll and awaiting the completion of the waiting period, the Insurance Company will waive payment of any premium.

J. Choice of Physician and Surgeon

The Employees shall have the right to select any physician or surgeon and a physician-patient relationship will be maintained. If the Insurance Company wishes to review the opinion presented by the doctor, the two doctors shall mutually select a third doctor, in accordance with provisions of the policy, whose opinion shall be binding on the case.

III. MINIMUM BENEFIT PERIOD FOR SPECIFIC ACCIDENTS

If more than one loss listed results from one accident, the provisions of this section shall be applicable to only one of such losses, that for which the greater period is provided. If the Employee dies before receiving the applicable Monthly Accident Benefit for the minimum period provided, the balance remaining unpaid at the time of his death shall be paid to his beneficiary or his estate.

Dismemberment and Loss of Sight

When injury results in any of the following losses within one hundred days after the date of the accident, the Insurance Company will pay the applicable Monthly Accident Benefit for the period the Employee is totally disabled and entitled to payment, but in no event will such payments be made after the date of such loss for less than the number of months set opposite the loss. In any event the waiting period must be satisfied. If death occurs before the waiting period is satisfied, no payment will be made.

Loss of both hands	46 months
Loss of both feet	46 months
Loss of the entire sight of both eyes	46 months
Loss of one hand and one foot	46 months
Loss of one hand and the entire sight of one eye	46 months
Loss of one foot and the entire sight of one eye	46 months
Loss of one hand	23 months
Loss of one foot	23 months
Loss of the entire sight of one eye	15 months
Loss of thumb and index finger of either hand	12 months

"Loss" as above used with reference to hand or foot means complete severance through or above the wrist or ankle joint, as used with reference to eye means the irrecoverable loss of the entire sight thereof and as used with reference to thumb and index finger means complete severance through or above the metacarpophalangeal joints.

IV. LIMITATIONS AND EXCLUSIONS

No Benefit will be payable under this coverage for any total disability:

- (a) Prior to the satisfaction of the Waiting Period.
- (b) Resulting from suicide or any attempt thereat while sane, or self-destruction or any attempt thereat while insane,
- (c) Resulting from declared or undeclared war or any act thereof, or from participating in a riot, or as the result of the commission of a felony by the Employee.
- (d) Resulting from service in the Armed Forces of any country,
- (e) Resulting from injury sustained in consequence of riding as a passenger or otherwise in any vehicle or device used for aerial navigation.

V. DISABILITY COMMENCING DURING 12 MONTH PERIOD PRIOR TO AGE TERMINATION OF BENEFITS

If the disability commences prior to the Claimant attaining the age of sixty (60) years, but after the Claimant attains the age of 58 years and 3 months (or prior to attainment of age 55 years, but after 53 years and 3 months, with respect to those Employees with 30 or more years of service with the City), Benefits will be paid for the period of such disability not to exceed one year, except that benefits under this provision shall also be reduced by the amount of any Service Retirement Allowance paid by the City to the Claimant pursuant to Provisions of Title IX, Chapter VI of the City of Detroit Charter and policies of the General Retirement System.

VI. TERMINATION OF INDIVIDUAL INSURANCE

The insurance of any Employee shall terminate on the happening of any of the following events:

- (a) Immediately upon attainment of the age of 60 years, or 30 or more years of service with the City.
- (b) If insurance is provided on contributory basis and the Employee fails to make the required contribution, then such insurance shall automatically terminate at the end of the period for which contribution has been made.
- (c) The date the Employee leaves, due to leave of absence or voluntary layoff as defined by the City, or is dismissed from employment in a class eligible for insurance hereunder, except that absence from work due to involuntary layoff, as defined by the City, shall not be

considered as termination of employment for a period of thirty (30) days next following the commencement of such involuntary layoff.

- (d) The date the Employee becomes eligible to receive a Service Retirement Allowance. A Service Retirement Allowance is that amount consisting of the total of a pension and an annuity (if any) paid to an Employee who withdraws from the City employ as a Service Retirant pursuant to the provisions of Title IX, Chapter VI Of the City of Detroit Charter.
- (e) For non-payment of premiums by the City on behalf of an Employee in which event such insurance shall automatically terminate at the end of the period for which premium has been paid.

Such termination shall be without prejudice to any claim of the Employee originating prior thereto.

VII. OTHER BENEFITS INCLUDED IN THE CITY'S INCOME PROTECTION PLAN

Separate from the Long-Term Disability Insurance Policy, the City will be continuing medical insurance coverage for disabled employees who qualify for Long-Term Disability Insurance, and will also pay a \$2,500 death benefit in lieu of the City of Detroit Death Benefit Plan to employees qualified for Long-Term Disability Insurance. The medical insurance and death benefit are payable without the Elimination Period required of the Long-Term Disability Policy. Since these two benefits are available sooner than 9 months it is doubly important that employees file for Long-Term Disability Insurance prior to 60 days after becoming disabled.

44. 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 later 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.

B. Retirement benefits shall be modified to include an optional coordination of benefits between regular retirement benefits and Social Security benefits for those employees who retire with a regular retirement

from the City prior to becoming eligible for Social Security payments. Such coordination of benefits shall cause an approximate leveling of total monthly benefits derived from both the City's retirement system and Social Security without creating any additional actuarial costs.

C. All Retirement and Pension Plan Provisions provided for by the City Charter and Municipal Code are incorporated herein by referral unless otherwise specifically modified by this Agreement.

D. For employees hired on or after July 1, 1980, the vesting provisions of the City Retirement Plan shall require ten (10) years of service regardless of age in lieu of the current age and service requirements.

E. 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 position 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 pension in such a manner shall not be eligible for any pension benefits until his sixty-second (62nd) birthday.

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

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

H. Members of the general City pension system shall be entitled 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. The actuarial cost of the change in benefit shall be borne by the member who seeks change in his option election.

I. Subject to approval by the Internal Revenue Service, employees shall have the option of having their annuity contributions credited as Individual Retirement Account (I.R.A.) contributions.

45. 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, currently provides a death benefit of \$5,500.00.

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 recommends a change in the above amount, the parties will negotiate regarding such recommendation.

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 medical findings which report shall include a recommendation as to whether or not the claimant is entitled to the benefits.

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

The Medical Board of Inquiry shall consist of three physicians or surgeons appointed by the Wayne County Medical Society. The Medical Board of Inquiry shall examine all medical findings and within sixty (60) days of its formation shall file with the Finance Director a written report of its findings, which as to the benefits provided herein shall be final and binding as to the medical finding. The Finance Director shall pay the fees of the physician named by him 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 family is available for all members of the Employees Benefit Plan on an optional basis, under the provisions of the City Code, Chapter 13, Article 9.

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

\$12,500. The employee shall pay the full cost of any insurance in excess of \$12,500.

3. Benefits - Employees:

<u>Yearly Pay</u>	<u>Amount of Insurance</u>
Under \$5,000	\$ 3,750
\$5,000 to \$7,500	\$ 6,205
\$7,500 to \$10,000	\$ 9,375
Over \$10,000	\$12,500

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

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

5. BENEFITS - DEPENDENTS:

<u>Cost of Employee</u>	<u>Amount of Insurance</u>
a) For employees hired prior to December 21, 1973	
25¢ per week	\$1,500 each dependent
70¢ per week	\$5,000 each dependent
b) For employees hired on or after December 21, 1973	
70¢ per week	\$5,000 each dependent

D.

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.

46. UNIFORMS

Detention Facility Officers (males/females) will be provided the following items as uniforms: badge, shirts, trousers, Ike jacket, reefer coat, and cap.

Uniforms for Detention Facility Officers (males/females) will be replaced as needed, by the Department. Uniforms damaged by the employee's negligence will be replaced at the employee's own expense. The determination of the type and uniform replacement needs is solely within the Department's discretion.

47. WAGES

I. WAGE INCREASE:

Effective July 1, 1987 - 3% plus .50¢ per hour special adjustment

II. BONUS

1. \$400 bonus to be paid to eligible employees in 1988-89 based on a Revenue Sharing Formula.
2. Bonus payments shall not be folded into the base rate nor included in average final compensation for pension purposes.

III. MISCELLANEOUS

- A. All salaried employees will have their hourly rate computed by dividing their annual salary by 2080 hours.
- B. Deferred Compensation Plan: Employees shall be eligible for a Deferred Compensation Plan made available by the City. Participation in the Plan shall be optional with each employee.
- C. Step increments shall be automatic.
- D. The annual step increment for salary classifications shall be five percent (5%) of the employee's salary as of the date the increment is normally paid, not to exceed the maximum rate for the classification.

Half steps shall be two and one-half percent (2-1/2%).
- E. Step increments for salaried classes shall be paid over a period not to exceed six (6) years.
- F. Employees promoted from classes where the maximum of the old class is greater than the minimum of the new class, shall be entitled to a step increase of two annual steps not to exceed the maximum of the new class.
- G. Employees 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.

48. 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.

Martin Luther King's Birthday shall be observed on the same day as Wayne County.

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

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

C. An employee shall be eligible for Holiday Pay 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; provided the employee continues on the payroll through the holiday in question and would otherwise be qualified for the holiday.

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

D. If an employee is absent without just cause on a holiday on which he/she is scheduled to work, he/she shall receive no pay for the holiday.

E. Double time will be paid for all hours worked on a holiday in addition to the straight time holiday pay due for a holiday as such.

F. Premium payments shall not be duplicated for the same hours worked.

G. Employees shall be granted four (4) hours of "Excused Time" on Good Friday or the last four (4) hours on the last scheduled paid day prior to Good Friday, and eight (8) hours of "Excused Time" on the last scheduled paid day before Christmas Day and before New Year's Day and for Veteran's Day, and the day after Thanksgiving, and Election Day as designated by the City Council, or an additional Swing Holiday in the event there is no designated Election Day, provided they are on the payroll through the excused time day in question. Employees required to work any portion of the "Excused Time" on these days will receive either equal time off for hours worked or additional pay at straight time for such hours at the option of the Department Head. No holiday premium will be paid for work on these days. When an employee is absent without good cause for the non-excused portion of the day, he/she shall forfeit this excused time for the day.

H. For the purpose of this Article, an employee shall be considered off the payroll if he/she engages in a work stoppage which extends through a holiday. 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 operation. Should two (2) consecutive Holidays or Excused Time Days occur on a Friday and Saturday, or on a Sunday and Monday, Friday and Monday, respectively, shall be designated as the official Holidays.

J. If an employee engaged in six or seven day operations works either the actual calendar holiday or the substitute holiday, he/she shall receive the holiday premium, but he/she will not be allowed to pyramid holiday premium for working both days.

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

49. VACATIONS

A. ELIGIBILITY:

Employees inducted during the course of the fiscal year shall not be eligible for vacation leave without deduction of pay until they shall have earned at least one-thousand 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 eighteen hundred (1800) hours of paid time, exclusive of overtime, and have attained status as employees for at least twelve (12) months, they are entitled to five (5) additional vacation days. In order that an employee's time may be computed on a fiscal year basis, on the July 1 following his first year anniversary date of employment the employee will be entitled to a prorated vacation leave, computed by multiplying the number of months remaining from the anniversary date, to the end of the fiscal year by 8.3 per cent of ten (10) days and rounding the product to the nearest whole number. Thereafter, his vacation shall be computed on a fiscal year basis.

B. The vacation schedule shall be as follows:

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

C. VACATION PERIOD:

1. Vacations will, insofar as possible, be granted at a time most desired by employees according to their seniority and in accordance with departmental practices.

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 vacation, or prior to, his vacation shall be re-scheduled after proof of such illness.

Employees who are on extended sick leave of one (1) month or more on any July 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.

D. VACATION PRORATION:

Employees who fail to accumulate the required eighteen hundred (1800) 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 eighteen hundred (1800) hours of straight time pay, 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 one hundred and sixty (160) straight time regular payroll hours, and rounded to the nearest whole number. After eighteen hundred (1800) 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. In the special situation employees who have attained status for at least twelve (12) months but have not yet been placed on a fiscal year basis, and who are separated from the service, shall be entitled to prorated vacation leave, computed by multiplying the number of months worked from the one year anniversary date to the date of separation by 8.3 per cent of ten (10) days and rounding the product to the nearest whole day. Current rules governing vacation shall otherwise continue to apply. This paragraph does not apply to part-time, seasonal or temporary employees.

E. CREDITING VACATION:

Eighty percent (80%) of anticipated annual vacation leave (rounded down to the nearest 1/2 day) will be posted to an employee's bank after he/she has accumulated 1,600 straight time hours in a fiscal year. The remainder of his/her time will be credited after he/she has worked eighteen hundred (1800) straight time hours. In the event an employee has been credited with more time than he/she has earned, on the succeeding July 1st, or date of separation, whichever comes first, the employee will have any vacation time credited but not earned charged first against his/her existing vacation bank, then to his/her swing holiday bank, or failing sufficient time in those two banks, he/she will be docked for the time.

F. VACATION PRORATION - LAYOFFS:

An employee who is laid off for an extended period of time beyond thirty (30) calendar days, will receive a lump sum bonus payment in lieu of any unused vacation credit including that accrued in the current fiscal year on a pro-rata basis according to Section 49-D.

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

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

H. If a regular pay day falls during an employee's vacation of one (1) week or more, he/she may request his/her check in advance before going on vacation and such request shall be granted.

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

50. 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. No employee hired on or after August 3, 1981 shall qualify for longevity pay prior to the December, 1986 longevity payment.

C. Employees who have qualified for longevity pay and have accumulated at least eighteen hundred (1,800) hours of straight time Regular Payroll hours of paid time during the year immediately preceding any December 1 date or other day of payment will qualify for a full longevity payment provided they are on the payroll on the December 1 date or any other date of qualification. Except for employees first qualifying for increments, the payment will be made in a lump sum annually on the first pay date after December 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.

D. 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 date of such qualification.

E. Prorated longevity payments may be made between December 1 dates to qualified employees and officers who separate or take leave from City service, excluding those who are discharged, those who resign and those who resign with a vested pension. Such prorated longevity increment shall be paid for time served on a full calendar month basis since the date of their last longevity payment; provided, that each month shall contain at least 160 straight time Regular Payroll hours of service.

F. 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.

51. TUITION REFUND

Bargaining unit members may participate in the City's Tuition Refund Program as administered by the Personnel Department. Employees requesting a tuition refund should submit the applications to the personnel officer in their department.

The maximum amount of the tuition refund shall be \$600.00 per fiscal year.

52. PRIVATE CAR MILEAGE REIMBURSEMENT

1. Rates of Payment

When an employee covered by this Agreement is assigned to use his automobile to perform his job, he shall be paid mileage at the rate of 26¢ per mile. In addition, \$2.19 per day is to be paid for each day an employee is required to use his car for City business.

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

2. Definition of Reimbursable Mileage

- A. Trips from home to headquarters and back home shall not constitute reimbursable mileage.
- B. Trips in either direction between home and any officially designated point (when there is no specific headquarters) shall not constitute reimbursable mileage.
- C. Trips from headquarters (or from the designated starting point if he has no headquarters) to a job, from job to job, and if directed, back to headquarters or starting point, shall constitute reimbursable mileage.
- D. For those employees who do not report to a specific headquarters, or starting point on any given day, mileage in excess of 15 miles from home directly to a job at other than headquarters or starting point at the start of the work day and mileage in excess of 15 miles from a job located at other point than headquarters or starting point to home at the end of work day shall constitute reimbursable mileage.

3. Accident Payments

When an employee is involved in an accident while on City business resulting in damage to his automobile in excess of \$50.00, the City will pay for unrecoverable collision damage in excess of \$50.00 not to exceed \$250.00. Employees must furnish proof to their department of the time of an accident and the extent of the damages. Automobile accidents will be excluded from the City's regular small claims program.

4. In the event of an automobile breakdown during regular working hours, the time which an employee is allowed for servicing and repairing his automobile is to be determined in supplemental agreements.

5. When an employee covered by this Agreement is regularly assigned to a job which requires the use of an automobile during his normal working hours, he shall be required to furnish said car.

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

53. SAVINGS CLAUSE

If any Article or Section of this Agreement or any Supplement thereto, 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 and Supplements 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.

54. CONTENT

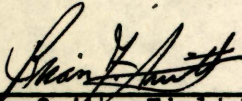
The parties acknowledge that for the life of this Agreement, they have each voluntarily and unqualifiedly waived the right, and agreed that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any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


55. DURATION

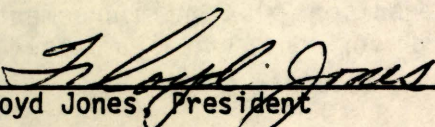
It is agreed between the parties that this contract shall continue in full force and effect until 11:59 p.m., June 30, 1989.

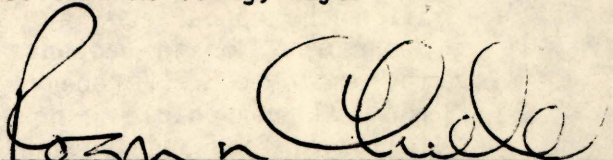
DETENTION FACILITY OFFICERS/LABOR
COUNCIL MICHIGAN FRATERNAL ORDER
OF POLICE

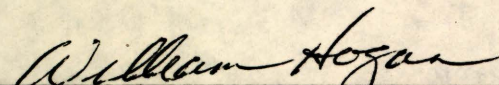
CITY OF DETROIT

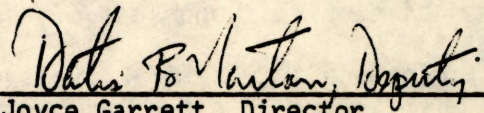

Brian D. Smith, Field Representative

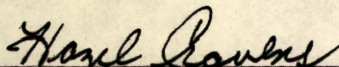

Coleman A. Young, Mayor



Floyd Jones, President

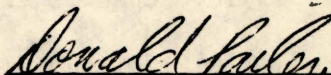

Roger N. Cheek, Director
Labor Relations Division

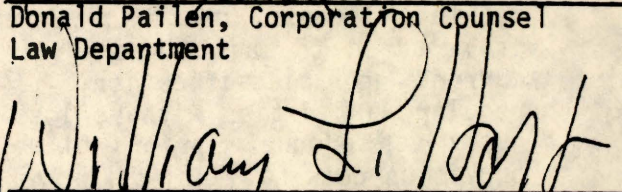

William Hogan, Chief Steward


Joyce Garrett, Director
Personnel Department

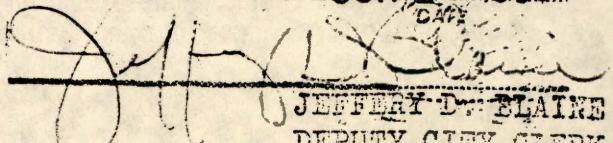

Hazel Cravens
Bargaining Representative


Bella Marshall, Director
Finance Department


Donald Pailen, Corporation Counsel
Law Department


William L. Hart, Chief
Police Department

APPROVED AND CONFIRMED BY
THE CITY COUNCIL JUN 21 1989


JEFFERY D. BLAINE
DEPUTY CITY CLERK

MEMORANDUM OF UNDERSTANDING
Between The
CITY OF DETROIT
And
DETENTION FACILITY OFFICERS LABOR COUNCIL
MICHIGAN FRATERNAL ORDER OF POLICE

Re: Miscellaneous

A. TIME OFF PROVISIONS

1. Appearing as a witness in court or government agency:
 - a. If such appearance is ordered by the City or employing department, or in response to a subpoena initiated by the City, the employee will receive full compensation plus reimbursement for all reasonable expenses incurred for out of area travel (mileage, food and lodging).
 - b. In other situations where the employee is subpoenaed as a witness due to his/her employment with the City, he/she will be granted time off without loss of time or pay.
2. Participating in City of Detroit examinations:
 - a. For promotional or other examinations requested by the employing department, the employee will be released from his/her regular work duties without loss of time or pay.
 - c. For examinations not requested by the employing department, the employee may be released from his/her regular work duties and such time charged to department leave if requested by the employee. Such release from work shall be subject to approval by the employing department.
3. Sitting for examination administered by a government agency to maintain license, certificate, etc.: If such license or certificate is required to maintain eligibility for employment in the employee's current job classification, he/she shall be released from his/her regular work duties without loss of time or pay provided the employee has given adequate prior notice to the employing department. (This provision does not include driver license renewals).
4. Attendance at training sessions, seminars, etc.: If such attendance is required by the employing department, such time is compensable.

In the above situations, and others in which the employee seeks release from work, the employee should give prior notice to and obtain approval from his/her supervisor.

B. PARKING

Existing vacant land at the corner of St. Antoine and Gratiot will continue to be available for parking by all City employees as long as the land remains in its current vacant state and under City ownership.

C. COPIES OF THE CONTRACT

The City will provide fifty-five (55) copies of the contract to the Union.

D. COPIES OF ORDINANCES AND RESOLUTIONS

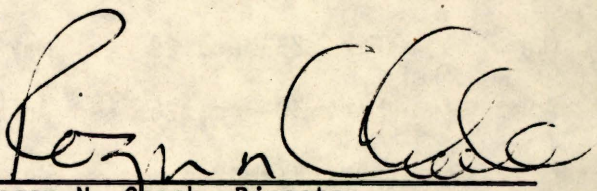
Ten (10) copies of the ordinances and resolutions of the City Council that are applicable to the sections of this contract will be provided to the Union.

Unless there is an expressly written conflict between these ordinances and resolutions and the contract language, the ordinances and resolutions shall be used in the full interpretation of the contract language. Where there is an expressly written difference between the contract language and either the ordinances or resolutions, the contract language shall prevail.

Dated this 27th day of April, 1989



Brian J. Smith, Field Representative
Labor Council Michigan Fraternal
Order of Police



Roger N. Cheek, Director
Labor Relations Division

EXHIBIT I

1986-87SICK LEAVE ACCRUAL SCHEDULE

	<u>Month</u>	<u>Monthly Period*</u>	<u>Paydays in Monthly Period</u>	<u>Sick Leave Credited</u>	<u>First Day Sick Leave May Be Taken</u>
1986	July	June 30-July 27	July 11,18,25, Aug. 1	Aug. 1	Aug. 1
	Aug.	July 28-Aug. 31	Aug. 08,15,22,29, Sept. 5	Sept. 5	Sept. 1
	Sept.	Sept. 1-Sept. 28	Sept. 12,19,26, Oct. 3	Oct. 3	Oct. 1
	Oct.	Sept. 29-Oct. 26	Oct. 10,17,24,31	Oct. 31	Nov. 1
	Nov.	Oct. 27-Nov. 30	Nov. 07,14,21,26, Dec. 5	Dec. 5	Dec. 1
	Dec.	Dec. 01-Dec. 21	Dec. 12,19,26	Dec. 26	Jan. 1
1987	Jan.	Dec. 22-Jan. 25	Jan. 02,09,16,23,30	Jan. 30	Feb. 1
	Feb.	Jan. 26-Feb. 22	Feb. 06,13,20,27	Feb. 27	Mar. 1
	Mar.	Feb. 23-Mar. 29	Mar. 06,13,20,27, Apr. 3	Apr. 3	Apr. 1
	Apr.	Mar. 30-Apr. 26	Apr. 10,17,24, May 1	May 1	May 1
	May	Apr. 27-May 31	May 08,15,22,29, June 5	June 5	June 1
	June	June 01-June 28	June 12,19,26, July 3	July 3	July 1

*Monthly Period Begins One Week Earlier For Salary (Bi-Weekly) Employees

1987-88

SICK LEAVE ACCRUAL SCHEDULE

	<u>Month</u>	<u>Monthly Period*</u>	<u>Paydays in Monthly Period</u>	<u>Sick Leave Credited</u>	<u>First Day Sick Leave May Be Taken</u>
1987	July	June 29-July 26	July 10,17,24, 31	July 31	Aug. 1
	Aug.	July 27-Aug. 30	Aug. 07,14,21,28, Sept. 4	Sept. 4	Sept. 1
	Sept.	Aug. 31-Sept. 27	Sept. 11,18,25, Oct. 2	Oct. 2	Oct. 1
	Oct.	Sept. 28-Oct. 25	Oct. 09,16,23,30	Oct. 30	Nov. 1
	Nov.	Oct. 26-Nov. 29	Nov. 06,13,20,25, Dec. 4	Dec. 4	Dec. 1
	Dec.	Nov. 30-Dec. 27	Dec. 11,18,23,30	Dec. 30	Jan. 1
1988	Jan.	Dec. 28-Jan. 31	Jan. 08,15,22,29, Feb. 5	Feb. 5	Feb. 1
	Feb.	Feb. 01-Feb. 28	Feb. 12,19,26, March 4	Mar. 4	Mar. 1
	Mar.	Feb. 29-Mar. 27	Mar. 11,18,25, Apr. 1	Apr. 1	Apr. 1
	Apr.	Mar. 28-Apr. 24	Apr. 08,15,22, 29	Apr. 29	May 1
	May	Apr. 25-May 29	May 06,13,20,27 June 3	June 3	June 1
	June	May 30-June 26	June 10,17,24, July 1	July 1	July 1

*Monthly Period Begins One Week Earlier For Salary (Bi-Weekly) Employees

Exhibit I continued

1988-89

SICK LEAVE ACCRUAL SCHEDULE

	<u>Month</u>	<u>Monthly Period*</u>	<u>Paydays in Monthly Period</u>	<u>Sick Leave Credited</u>	<u>First Day Sick Leave May Be Taken</u>
1988	July	June 27-July 31	July 08,15,22,29, Aug. 5	Aug. 05	Aug. 1
	Aug.	Aug. 01-Aug. 28	Aug. 12,19,26, Sept. 2	Sept. 2	Sept. 1
	Sept.	Aug. 29-Sept. 25	Sept. 09,16,23,30	Sept. 30	Oct. 1
	Oct.	Sept. 26-Oct. 30	Oct. 07,14,21,28, Nov. 4	Nov. 4	Nov. 1
	Nov.	Oct. 31-Nov. 27	Nov. 10,18,23, Dec. 2	Dec. 2	Dec. 1
	Dec.	Nov. 28-Dec. 25	Dec. 09,16,22,29	Dec. 29	Jan. 1
1989	Jan.	Dec. 26-Jan. 29	Jan. 06,13,20,27, Feb. 3	Feb. 3	Feb. 1
	Feb.	Jan. 30-Feb. 26	Feb. 10,17,24, March 3	Mar. 3	Mar. 1
	Mar.	Feb. 27-Mar. 26	Mar. 10,17,24,31	Mar. 31	Apr. 1
	Apr.	Mar. 27-Apr. 30	Apr. 07,14,21,28, May 5	May 5	May 1
	May	May 01-May 28	May 12,19,26, June 2	June 2	June 1
	June	May 29-June 25	June 09,16,23,30	June 30	July 1

*Monthly Period Begins One Week Earlier For Salary (Bi-Weekly) Employees

EXHIBIT II

WAGE SCHEDULE

<u>CLASS CODE</u>	<u>CLASSIFICATION</u>	<u>JULY 1, 1986</u>	<u>JULY 1, 1987</u> 3% + 50¢ Special Adjustment	<u>JULY 1, 1988</u>
33-35-04	Detention Facility Officer-Female Prisoner	\$18,073 - \$20,468	\$19,656 - \$22,123	\$19,656 - \$22,123
33-35-06	Detention Facility Officer-Male Prisoner	\$18,073 - \$20,468	\$19,656 - \$22,123	\$19,656 - \$22,123

EXHIBIT III

**METHOD OF CALCULATING BONUS
PAYMENT FOR INDIVIDUAL EMPLOYEES**

1. \$400 bonus will be paid only to those employees on payroll January 1, 1989 and the calculation year shall be calendar year 1988.
2. Employees who have been paid for more than 1800 straight time hours in a year shall be entitled to a full bonus payment.
3. Employees who have been paid for less than 1800 hours shall have their bonus calculated in accordance with the following:

$$\begin{array}{rcl} \text{amount of hours} & \times & \frac{\text{number of straight time} \\ & & \text{hours paid in year}}{2080} \end{array}$$

4. Bargaining unit status on January 1, 1989 shall determine eligibility for bonuses paid in fiscal year 1988-89. In no event shall an employee collect more than one bonus per year as a result of a change in bargaining unit.

EXHIBIT IV

YEAR THREE "KEY REVENUE PERFORMANCE/EMPLOYEE RATE ADJUSTMENT" TABLE

Key Revenue is defined as all revenues in the two categories entitled:

1. Taxes, Interest and Penalties
2. Shared Taxes

as shown on the General Fund Statement of Revenues, Expenditures and Changes in Fund Balances, printed each year in the City of Detroit's Comprehensive Annual Financial Report. (This statement is designated as Exhibit A-2 in the Report dated June 30, 1985.)

Since the average annual increase in the total of these key revenues has been 8.8% over the last three years and 1985-86 is currently estimated to produce a total of 661,780,566, then by incrementing that total by 8.8% for 1986-87, and another 8.8% for 1987-88, the "normal" achievement expectation in 1987-88 would be 783.4 million. The table and growth factor will be adjusted to reflect actual 1985-86 revenues when they become available.

Each step on the table is equal to \$4.00 million which is one-half of one percent of 783.4 million (normal) in revenue. Each step moves the amount of the bonus by \$50.00.

<u>1987-88 Performance Level of Key Revenues</u>	<u>During January, 1989 the Following Bonus will be Paid</u>
\$811,500,000 or more	\$800
807,500,000 - 811,499,999	750
803,500,000 - 807,499,999	700
799,500,000 - 803,499,999	650
795,500,000 - 799,499,999	600
791,500,000 - 795,499,999	550
787,500,000 - 791,499,999	500
783,500,000 - 787,499,999	450
783,499,999 or less	400

