

6/30/92

MASTER AGREEMENT

BETWEEN THE

CITY OF DETROIT

AND THE

MICHIGAN COUNCIL 25, AMERICAN FEDERATION  
OF STATE, COUNTY, AND MUNICIPAL  
EMPLOYEES, AFL-CIO

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AGREEMENT BETWEEN THE CITY OF DETROIT AND THE MICHIGAN COUNCIL 25, AMERICAN  
 FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

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## A G R E E M E N T

This Agreement is entered into between the City of Detroit, a Michigan Municipal Corporation (hereinafter referred to as the EMPLOYER or the CITY) and the local unions defined in Exhibit I, and Michigan District Council 25 of the American Federation of State, County and Municipal Employees, AFL-CIO and such other recognized locals and units which shall, by agreement between the parties, come under the terms of this Agreement (hereinafter referred to as the UNION).

NOTE: The headings used in this Agreement and Exhibits neither add to nor subtract from the meanings 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 UNION

A. Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment for the term of this Agreement of all employees of the employer included in the bargaining units described in Exhibit I, attached.

New classes which clearly fall within the bargaining unit may be added by mutual agreement between the parties.

The City may not re-classify or re-title positions currently filled by bargaining unit members for the purpose of undermining the unit.

B. The City will not promote any labor group or organization which purports to engage in collective bargaining or make any agreement with any labor group or organization which would violate any rights of the Union under the Agreement.

C. Provisional employees will not be used to replace or in lieu of Civil Service status employees in classifications in the recognized bargaining units, unless it is impossible to hire Civil Service status employees either from within or from outside the City service.

All such provisional appointments shall be in accordance with Personnel Department Rules as adopted by the Civil Service Commission as in effect on July 1, 1983.

D. Charter changes which do not affect the operational functions of represented employees shall not affect representation rights.

E. When an operational function remains unchanged, but changes location, representation rights shall not be affected.

F. In all other changes of operational functions the employee has the right to retain membership in the Union.

## 2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

Consistent with the express terms of this Agreement:

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

B. The City reserves the right to discipline and discharge for just cause. The City shall have the right to determine reasonable schedules of work and to establish the method and processes by which such work is performed, provided, they do not conflict with the terms of this Agreement. The Union shall have the right to grieve on the interpretation and application of these provisions.

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

## 3. 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.

4. AGENCY SHOP

A. Employees not members of the Union who desire membership in the recognized bargaining units shall confirm their desire to join for the duration of the Agreement by initiating their union application form and dues deduction authorization forms. Employees will be admitted to Union membership without the payment of an initiation fee providing their Union membership application is submitted within ninety (90) days of the effective date of this Agreement.

B. Any person certified and employed with the City on/or after October 11, 1947 and is covered by this Agreement, who is not a member of aforesaid Union and does not make application for membership within ninety (90) days from the effective date of this Agreement or from the date of employment whichever is later, shall, as a condition of employment, pay to the Union each month a service fee as a contribution towards the administration of this Agreement, in an amount determined by the Union in accordance with applicable law. Such service fee shall be paid on/or after his/her ninety-first (91st) day of employment or ninety (90) days after the effective date of this Agreement, whichever is later. Employees who fail to comply with this requirement shall be discharged by the employer within thirty (30) days after receipt of written notice to the employer from the Union, unless the City is otherwise notified by the Union, in writing, within said thirty (30) days, and provided, that the Union shall release the employing department from fulfilling the obligation to discharge if during the thirty (30) day period following notice to the employer from the Union, the employee pays the membership dues or service fee retroactive to the due date and confirms his/her intention to pay the required membership dues or service fee in accordance with this Agreement.

C. Provisional employees will not be used to replace or in lieu of Civil Service status employees in classifications in the recognized bargaining units, unless it is impossible to hire Civil Service status employees either from within or from outside the City service.

D. All deductions under this article shall be subject to revocation by the employee who executed such assignments, upon giving a written notice to assignees and the Finance Director within the thirty (30) day period immediately prior to the expiration date of this Agreement. The Finance Director and the City Treasurer shall thereafter cease withholding any money whatsoever under such assignments.

E. Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of the 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 assignees' last known

address, the City and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments (Chapter 13, Article 4, Section 4, of the Municipal Code of the City of Detroit).

F. The Union agrees that, in the event of litigation against the City, its agents or employees arising out of this provision, it will co-defend and indemnify and hold harmless the City, its agents or employees from any monetary award arising out of such litigation.

G. If any provision of this article is invalid under Federal law or the laws of the State of Michigan, said provision shall be modified to comply with the requirements of Federal or State law or shall be renegotiated for the purpose of adequate replacement.

H. In order that each new bargaining unit member may be made familiar with the provisions of this Agreement and the Departmental Supplemental Contract and his/her rights and responsibilities thereunder, the Employer will allow the Local Union President or, if designated, the area steward an opportunity to meet with new bargaining unit members within thirty (30) days of their arrival within the Local Union's jurisdiction. The meeting will be allowed to take place privately in an appropriate location at the worksite agreeable to management and for a reasonable period.

#### 5. DUES CHECK-OFF

A. The Employer agrees to deduct from the wages of any employee, who is a member of this Union, all union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph D), 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 contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.

B. Dues and initiation fees will be authorized, levied and certified in accordance with the constitution and By-Laws of the local union. Each employee and the Union hereby authorize the City to rely upon and to honor certifications by the Secretary-Treasurer of the local union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of union dues and/or initiation fees.

C. The employer agrees to provide this service without charge to the Union.

D. Dues Deduction Check-Off Card.

[Photocopy of Dues Deduction Check-Off Card to be inserted here]

E. The Dues Deduction Check-Off Card shall be presented to the bargaining unit member within thirty (30) days of his or her arrival in the employing department. If the dues deduction is stopped during the term of this agreement because the employee left the payroll, the employing department shall have the bargaining unit member resubmit a Dues Deduction Check-Off Card on each occasion that the employee returns to the payroll.

F. The Employer agrees to deduct from the wages of any employee who is a member of this Union a P.E.O.P.L.E. deduction as provided for in a written authorization in accordance with the standard form used by the Employer, provided, that the said form shall be executed by the employee. This deduction may be revoked by the employee at any time by giving written notice to both the Finance Department and to the Union. Article 4-E, F and G shall apply to this section.

#### 6. SERVICE FEE CHECK-OFF

A. The Employer agrees to deduct from the wages of any employee who is not a member of the Union, all Union service fees as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph D), provided, that the said form shall be executed by the Employee. The written authorization for service fee deduction shall remain in full force and effect during the period of this Contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this Contract. The termination notice must be given both to the Employer and to the Union.



B. The amount of such fees will be as provided and determined by Articles 4 and 5 of this Contract.

C. The Employer agrees to provide this service without charge to the Union.

D. Service Fee Check-Off Card.

E. The Service Fee Check-Off Card shall be presented to the bargaining unit member within thirty (30) days of his or her arrival in the employing department. If the service fee check-off is stopped during the term of this agreement because the employee left the payroll, the employing department shall have the bargaining unit member re-submit a Service Fee Check-Off Card on each occasion the employee returns to the payroll.

7. STEWARDS, CHIEF STEWARDS, COMMITTEEPERSON, AND ALTERNATES

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

B. In each representative district, the employees on each shift in the district shall be represented by one steward or chief steward who shall be a regular employee working in that district on that shift. In the absence of either the steward or chief steward, an alternate steward or chief steward shall represent the employees in that district. The Union shall promptly notify the City of representatives selected.

In the absence of the steward or chief steward and his alternate, the President will notify the department of a designated representative and shall promptly confirm such designation in writing.

C. The number of stewards, chief stewards and districts shall be that number negotiated between the Local Union and the City's representatives for each department.

D. Districts and covered classifications shall be listed in individual departmental supplemental agreements.

E. In each department or unit, as indicated in departmental supplemental agreements, employees shall be represented by a grievance committee, as prescribed in Articles 8 and 9. In the event of the absence of a member of the grievance committee, the President shall notify the department of the temporary or permanent replacement and promptly confirm such designation in writing. Such request when reasonable will be honored.

F. Employees working the afternoon or midnight shift who are selected to serve on the grievance committee by the local union shall bump employees on the day shift and work a regular schedule Monday through Friday, provided there is an employee in a full-time position in the same classification as the employee who has been selected to serve on the grievance committee.

G. Officers, stewards, or designated representatives who are involved in the Grievance Procedure shall be retained in their respective shifts and respective location in work in their classification.

In the event the classification is to be eliminated in the said work location and shift and a dispute arises as to where the officers, steward or designated representative shall be assigned, the dispute will be resolved in accordance with the Special Conference language of this Agreement.

8-A. GRIEVANCE PROCEDURE (Non-Umpire)  
(See also Grievance Procedure Memorandum on Page \_\_\_\_\_.)

Should differences arise between the City and the Union during the term of this Agreement an earnest effort shall be made to resolve such differences promptly and the following procedure shall be adhered to:

Step 1: Any employee(s) who believes he/she has been unjustly dealt with OR THAT provision of this contract Agreement has not been properly applied or interpreted may:

A. Discuss his/her complaint with his/her supervisor with or without his/her steward or chief steward.



B. The employee shall have the right to discuss the complaint with his/her steward or chief steward before any discussion with the supervisor.

C. The supervisors shall release the employee and the steward or chief steward to be off the job without loss of time or pay without undue delay to discuss the complaint.

D. 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.

E. In any case where the steward or chief steward is involved, the steward or chief steward, or in their absence the alternate, shall be allowed time off the job without loss of time or pay to investigate and process grievances that may arise under this Agreement.

F. If the supervisor's answer is not acceptable to the Union, the steward, without loss of time or pay, will be granted time to consult with and submit the grievance to the chief steward.

#### Step 2:

A. If the matter is not settled in Step 1, the grievance shall be written by the chief steward and must contain:

1. Name or names of employees involved in grievance, location, seniority, pension number, classification, shift and department.
2. Union policy grievance.

B. The nature of grievance complaint:

1. Unjustly dealt with.
2. Contract violation specifying provisions of contract violated.
3. Disciplinary action.
4. Others (specify).

C. Date of Grievance.

D. Disposition requested.

Specifying in detail what must be done to correct the grievance complaint.

E. Grievance number.

F. The chief steward, without loss of time or pay, will be granted time to submit and review the grievance with the President or the Vice-President.

G. All written grievances will be submitted by the Local Union President or the Vice-President to the division head or his/her designated representative.

H. Two (2) representatives of the City, one of whom shall be the division head or his/her designated representative, the local union president, and the chief steward or the vice-president shall meet to discuss the grievance within five (5) working days after the receipt of the written grievance. (Note: An exception to the above union representation may be provided for in the Local 207/Water Supplemental Agreement.)

I. The division head's written answer shall be presented to the Local Union President within five (5) working days after the meeting and shall set forth the facts he/she took into account in answering the grievance.

Step 3:

A. If the grievance is not settled in Step 2, the President or a designated member of the grievance committee may submit an appeal to the department head or his/her designated representative within five (5) working days of the written answer rendered at Step 2.

B. The grievance committee will consist of three (3) representatives from the local union, one of whom shall be the local union president, in accordance with Article 7-E.

C. A grievance committee member designated by the local union president, upon request, will be allowed time off the job without loss of time or pay to investigate and process grievances without undue delay.

D. The grievance committee may meet at a place designated by the City on the City's property for not more than one (1) hour immediately preceding a meeting at Step 3 of the grievance procedure without loss of time or pay, to review the agenda listing those grievances or other items to be discussed.

E. A meeting between the grievance committee and three (3) representatives of the City, one of whom shall be a representative of the Labor Relations Division, shall take place within seven (7) working days from the date the appeal is received. Besides the above, representatives of Council 25 may attend.

F. The department head or his/her designated representative will answer the grievance in writing to the president of the local union involved and Council 25 within five (5) working days from the date of the meeting at which the grievance was discussed.

Step 4:

A. In the event a grievance is not settled based on the Step 3 answer, it may be referred to the Pre-arbitration Panel by Council 25 within fifteen (15) working days of the answer rendered at Step 3.

B. The Pre-arbitration Panel shall consist of the local union president and a representative of Council 25, not to exceed two (2) people, and representatives of the City one of whom shall be a Labor Relations Division representative, not to exceed (2) people.

C. The Pre-arbitration Panel will meet weekly if necessary. The City shall submit a written answer to Council 25 and the local union president within ten (10) days of the Pre-arbitration Panel hearing on grievances.

D. If the grievance is not settled at Step 4 it may be referred to arbitration (Step 5) within fifteen (15) working days from the date of receipt of the City's answer at Step 4. All grievances not referred to Step 5, arbitration, within the prescribed time limits shall be considered settled based on the City's last answer.

Step 5:

Arbitration

Any unresolved grievances which relate to the interpretation, application or enforcement of any specific article or section of this Agreement, or any written supplementary agreement or letters and memoranda of understanding appended to this Agreement, and which have been fully processed through the last step of the grievance procedure, may be submitted to arbitration in strict accordance with the following:

A. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. The parties shall meet to select an ad hoc arbitrator. If the parties are unable to agree upon an arbitrator within ten (10) working days of such notice, the party desiring arbitration shall refer the matter to the American Arbitration Association for the selection of an impartial arbitrator and determination of the dispute. If the party desiring arbitration fails to refer the matter to the American Arbitration Association within a reasonable time, not to exceed ninety (90) working days of the notice of intention to arbitrate, the matter shall be considered settled on the basis of the last answer to the grievance.

B. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of this Agreement and he/she shall be without power and authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement.

2. Concerning grievances appealed to the Civil Service Commission for final resolution pursuant to provisions of the City Charter or to the Mayor pursuant to applicable State Law.
3. Concerning matters of residency which shall be determined in accordance with procedures established by the Civil Service Commission.
4. Granting any wage increases or decreases.
5. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.

C. No settlement at any stage of the grievance procedure, except an arbitration decision or umpire decision, shall be a precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceeding.

D. 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 employee's equity therein.

E. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case except by express agreement of the parties.

F. There shall be no appeal from the arbitrator's decision if made in accordance with his/her jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the City, on the employee or employees, and on the Union.

G. In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

H. The expense of the arbitrator shall be shared equally by the parties. The aggrieved, one (1) witness, and his/her local representative shall not lose pay for time off the job while attending the arbitration proceedings. Arbitration wherever possible, shall be conducted on the location where the grievance originated.

I. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Contract and any supplemental agreements which are or may become part of this Agreement and which are not excluded from arbitration.

J. In case of dispute as to whether a pre October 11, 1947 employee is excluded from the provisions of Article 4, and the matter is subsequently referred to the arbitration step of the grievance procedure, the arbitrator, upon a finding that the employee is included, shall refer the matter back to City for collection of all amounts due, and the employee shall not be suspended, discharged or dismissed until the arbitration award has been rendered and the parties have had a reasonable time (not to exceed sixty (60) days) to comply therewith.

8-B. GRIEVANCE PROCEDURE (Umpire System)  
(See also Grievance Procedure Memorandum on Page \_\_\_\_.)

Employee grievances stemming from disciplinary action that have been processed through the third step of the grievance procedure provided in Article 8-A shall be processed further in accord with the following steps which shall be known as the "umpire system."

Grievances on non-disciplinary matters shall continue to be processed in accord with Article 8-A, however, by mutual agreement on individual grievances, appeal beyond the Pre-arbitration Panel level may be submitted to the Umpire System.

Step 1: Pre-arbitration Panel: In the event Steps 1, 2, 3 of Article 8-A fail to resolve a disciplinary grievance, the matter shall be referred to the Pre-arbitration Panel within ten (10) calendar days of the decision rendered at Step 3, Article 8-A. This panel will meet weekly if necessary.

The Pre-arbitration Panel shall consist of not more than two (2) representatives of the Union, one of whom shall be a Council 25 Staff Representative and not more than two (2) representatives of the City, one of whom shall be a Labor Relations Division representative.

Upon failure of the panel to resolve the grievance, it may be referred to Step 2 of the umpire procedure by written request within ten (10) calendar days of the meeting of the Pre-arbitration Panel.

Step 2: Submission to Umpire: Any unresolved grievance relating only to discipline having been processed fully through Step 1 above, may be submitted to an umpire by written request of either party in strict accordance with the following:

A. Within thirty (30) calendar days after the execution of this Agreement, the parties shall convene and select four (4) disinterested persons qualified in labor-management relations to serve as permanent umpires.



B. The umpires shall be listed alphabetically, and they shall be selected on a rotating basis to hear cases.

C. If at any time either party desires to terminate the services of an umpire, it shall give notice in writing to that effect to the other party, specifying the date of termination. The parties shall then send a joint written notice to the umpire of his/her termination. Neither party may terminate the services of an umpire unless he/she has heard at least one (1) case.

D. Once the umpire has received written notice that his/her services are terminated he/she shall not hear any further cases. However, he/she shall render decisions on all cases that he/she has heard prior to receiving such notice.

In the event an umpire is terminated a new umpire shall be selected by mutual agreement of the parties.

E. The umpire shall limit his/her decision strictly to the interpretation, application or enforcement of this Agreement and he/she shall be without power and authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement.
2. Concerning grievances appealed to the Civil Service Commission for final resolution pursuant to provisions of the City Charter or to the Mayor pursuant to applicable State Law.
3. Concerning matters of residency which shall be determined in accordance with precedures established by the Civil Service Commission.
4. Granting any wage increases or decreases.
5. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.

F. No settlement at any stage of the grievance procedure, except an arbitration decision or umpire decision, shall be a precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceeding.

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

H. The decision of the umpire in a case shall not require retroactive wage adjustment in another case except by express agreement of the parties.

I. There shall be no appeal from the umpire's decision if made in accordance with his/her jurisdiction and authority under this Agreement. The umpire's decision shall be final and binding on the City, on the employee or employees, and on the Union.

J. In the event a case is appealed to an umpire and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

K. The expense of the umpire shall be shared equally by the parties. The aggrieved, one (1) witness, and his/her local representative shall not lose pay for time off the job while attending the arbitration proceedings. Arbitration wherever possible, shall be conducted on the location where the grievance originated.

#### 9. STIPULATIONS TO THE GRIEVANCE PROCEDURE

A. All grievance settlements shall be in accordance with the terms and spirit of this Agreement.

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

C. Any grievance not appealed in writing from a decision at Step 2 to Step 3 within five (5) working days or from a decision at Step 3 to Step 4 within fifteen (15) working days shall be considered settled on the basis of the last answer to the grievance.

D. The time elements in the first four (4) steps of the grievance procedure may be shortened or extended, steps can be eliminated or the grievance initiated at an advanced step by mutual agreement.

E. In areas where the grievance structure provides for a chief steward rather than a steward, the chief steward will be called at Step 1 of the grievance procedure.

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.

F. "Working Days" as used in the grievance procedure, shall include Monday through Friday and exclude Saturdays, Sundays, and holidays.

G. . The Union may withdraw a grievance without prejudice at any step of the grievance procedure. If a grievance is not scheduled or answered by management within the prescribed time limits, the Union shall move the grievance to the next step of the grievance procedure. The appeal will be considered timely if filed at the next step within sixty (60) calendar days of the date that management was required to answer. However, if management submits a written answer subsequent to the date when the answer was due, the limits on appealing to the next step stated in paragraph C shall apply beginning as of the date of the answer. Grievances appealed to the next step of the procedure shall be scheduled and answered within the prescribed time limits.

Grievances not scheduled or answered within the prescribed time limits shall not be referred back to a prior step in the grievance procedure.

H. In local unions representing employees in more than one department, the Local Union President who shall be the chairperson of the grievance committee will be allowed to attend grievance hearings in any department under his/her local union jurisdiction at the second and third steps of the grievance procedure. The other members of the grievance committee shall be from the department in which the grievance originates; provided that, the foregoing will not interfere with any mutually satisfactory local practice now in effect.

I. The parties agree that exchanging pertinent information regarding a grievance is beneficial to both parties in attempting to resolve the grievance.

The Union shall be advised of the factors considered in the imposition of discipline and shall have the right to request copies of available written documents or statements pertaining thereto. If the Union requests information regarding a grievance from an employee's personnel file, the Union must present written authorization from the employee to release the information. Management shall be advised of the basis of the grievance and have the right to request copies of available written information or statements pertaining thereto and which the Union proposes to present in support of the grievance.

It is agreed that any information requested in accordance with the above provisions which is not made available to the other party shall not be admissible as evidence in any arbitration hearing provided that a written request has been made to the appropriate Local Union President or Departmental Representative.

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



## 10. TIME LIMIT ON MONETARY CLAIMS

A. The City shall not be required to pay back wages more than five (5) working days prior to the date a written grievance is filed except, in cases of extenuating circumstances which prevented the timely filing of a grievance, the limit shall be increased to fifteen (15) working days.

B. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to his/her removal from the City payroll, and payments from Unemployment Insurance, Social Security Disability, Welfare, 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 before receiving his pay, any adjustment made 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.

## 11. 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. The issuance of disciplinary action shall take place in a timely manner.

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 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 union representation, he/she shall indicate so in writing and a copy 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 situations where the suspended or discharged employee is absent without leave or the parties agree that such discussion would not be beneficial at this time.

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 filed in accordance with Step 1 of Article 8-A, and may be processed through arbitration.

Should the Union consider the suspension or discharge of an employee to be improper, the Local Union President shall submit a written grievance to the department head or his/her designated representative within five (5) working days of the issuance of the suspension or discharge. The grievance shall be processed in accordance with Step 3 of Article 8-A. Any further appeal of suspension or discharge shall be in accordance with Article 8-B (Umpire System).

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, an employee shall have the right to request to have his/her steward present if the employee reasonably believes that his/her statements may lead to disciplinary action. Before an employee is required to make any statements pertaining to his/her possible misconduct, the employee shall have 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 and consistently applied.

NOTE: Within twenty (20) calendar days following the effective date of this Agreement, representatives of Council #25 shall be provided with copies of the standard work rules. Within ninety (90) calendar days after receipt of such copies, Council #25 shall have the opportunity to review and discuss with management these standards and rules currently in effect in the various City departments.

## 12. SPECIAL CONFERENCE

A. Special Conferences for important matters including problems of health and safety will be arranged between the Local Union President and the Department Head or his/her designated representative upon the request of either party. Such meeting shall be between no more than four (4) and at least two (2) representatives of the department, and no more than four (4) and at least two (2) representatives of the Union, one of whom shall be the Local Union President. In addition to the above, a staff representative of Council #25, and/or a representative of the Labor Relations Division may attend.

Whenever the Local Union President requests three representatives to be released from a given work activity to attend a

special conference, the department may limit the release of union representatives to two if the absence of the third representative would have an adverse effect on departmental operations.

B. Arrangements for such Special Conferences shall be made in advance and an Agenda of the matters to be taken up at the meeting shall be presented at the time the Conference is requested. Matters taken up in Special Conferences shall be confined to those included in the Agenda. Such Conferences shall be held within seven (7) calendar days after the request is made.

C. Conferences shall be held between the hours of 9:00 a.m. and 3:00 p.m. or at other mutually agreeable times. Any alleged abuse in scheduling shall be a proper subject for Special Conference with the Labor Relations Director or his designated representative. The members of the Union shall not lose time or pay for time spent in such Special Conferences.

D. If an employee on afternoons or midnights is requested to attend a Special Conference, the department shall rearrange the employee's schedule of work so that the Special Conference shall be included as part of the employee's work schedule for that day.

E. The Union representatives may meet at a place designated by the City on the City's property for not more than one (1) hour immediately preceding a meeting with the representatives of the City for which a written request has been made.

F. On certain matters that concern employees of more than one department or more than one local union within a department, conferences will be arranged between the official representative of Michigan Council #25 and the City's Labor Relations Division.

G. The Employer will submit to the Union a written position statement on the matters taken up in Special Conference that were mutually agreed upon by the parties before the Conference adjourns.

H. In areas where the parties failed to agree, the Employer will submit a written position statement to the Union within ten (10) calendar days.

I. Special Conference is intended to resolve problems between the parties and avoid situations which may give rise to grievances. It is not intended to be a substitute for initiation of individual grievances. However, on policy matters, if the union does not receive an answer within the above time limit or the employer's answer does not resolve the disputes between the parties, the union may submit a grievance citing the alleged contract violation(s). Such grievance shall be filed at the fourth step of the grievance procedure with copies to the department(s) involved. If the specific subject of the grievance was not fully discussed at the Special Conference, management may refer the matter back to the third step for further discussion.



13. 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.

A. 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 Joint Local Safety Committee.
4. If the matter cannot be resolved by the Joint Local Safety Committee, it shall become a proper subject for the grievance procedure starting at Step 3 of Article 8-A.
5. Following report of the alleged unsafe operation to the supervisor and during investigation by the Joint Local Safety Committee, the employee may be reassigned to other available work pending evaluation.

B. A joint local committee on health and safety, hereinafter referred to as Local Safety Committee, will be established in each department and will consist of a Management Safety representative and the Local Union President, except for Local #207-Water, wherein the union's representative will be established in accordance with the Department's Supplemental Agreement. The Local Committees shall:

1. Meet bi-monthly or at other agreeable times and places to discuss the health and safety conditions within the department and review accident reports and departmental safety programs.
2. Meet at such other times as needed to: promptly investigate major accidents; when advance notice is given, accompany Federal, State, or Local health and safety professionals on inspection tours; investigate complaints by employees concerning health and safety.
3. Review and make recommendations concerning rules for the use, issuance, recovery and replacement of all safety material and equipment.

4. Submit in writing to the Central Safety Committee reports and recommendations for improving safety programs, equipment, test, etc.

C. A Joint Central Committee on Health and Safety, hereinafter referred to as the Central Safety Committee will be established and will consist of two (2) staff representatives appointed by Council #25, and two (2) City representatives appointed by the Labor Relations Director, one (1) of which shall be a representative of the Risk Management Division of the Finance Department. This committee shall:

1. Meet bi-monthly or at other mutually agreeable times and places to review the City's safety and health programs and make recommendations.
2. Review and analyze Federal, State or Local standards or regulations which affect the City's health and safety programs.
3. Review problems concerning health and safety and make recommendations regarding any protective equipment, devices or clothing, physical examinations or other tests deemed necessary. The recommendations shall be supported in each instance by reference to: Federal, State, or Local safety standards or regulations; letters or opinions from experts in the field of health and safety or occupational health; related illness, injury and accident reports, or other similar data. The recommendations under this section shall also include where possible, specific technical information on the equipment or tests needed, their number, frequency of application, etc.
4. Receive and deal with matters referred to them by local safety committees.

D. All protective equipment and devices, physical examination or other tests required by the employer shall be provided at no cost to the employee.

E. The City shall act in compliance with Federal, State and Local legislation relating to use or storage of hazardous materials and incidence of contagious disease in the work place. The local Union president will be informed of any testing of employees or precautionary steps taken because of exposure to hazardous materials or a contagious disease which has occurred within the worksite where members of his/her local are employed.

14. SENIORITY

A. SENIORITY is hereby defined as the length of continuous service beginning on the date of legal certification to a position in the classified service of the City of Detroit, or the date of induction into such classified service as provided by law. Effective July 1, 1983, new employees who are certified for employment but not hired within fifteen (15) calendar days of such certification, shall have their date of hire recorded as their date of seniority and certification. Seniority, as defined above and in accordance with Personnel Department Rules incorporated herein by reference is established to serve as a basis for determining employee seniority rights provided for in this Agreement including the order of demotion or lay-off in the event of a reduction in force and the reemployment rights of employees.

Effective July 1, 1980, the seniority date of employees in the bargaining unit who were initially hired into Federal Economic Opportunity Act (FEOA) Service classes shall be made retroactive to the date of placement to a position in such FEOA Service class.

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

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



Employees shall not lose seniority but shall not gain additional seniority credit during the following absences from active employment: layoffs exceeding three (3) years; leaves of absence (except military, union, and Peace Corps leaves) which exceed one (1) year; non-duty disability retirements exceeding one (1) year; and any periods on voluntary lay-off. In such cases, the employee's City seniority date would be adjusted accordingly.

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

1. Discharge or permanent removal from the payroll and the separation is not reversed through the grievance procedure.
2. Regular service retirement.
3. Resignation or voluntary quit, which shall include:
  - a. Failure to report within ten (10) working days after receiving notice of recall from lay-off.
  - b. Failure to report back to work within five (5) working days after expiration of an approved leave of absence or extension thereof.
  - c. Absence from work for five (5) consecutive working days without notice to the employer unless he/she can demonstrate that he/she was physically or mentally incapable of notifying the department of his/her inability to come to work.

D. ADJUSTMENT FOR SEASONAL, TEMPORARY OR PART-TIME EMPLOYMENT: If an employee in a special service classification employed on a seasonal, temporary or part-time basis is subsequently placed in a regular full-time classified position the following adjustments to seniority shall be made:

1. In the case of the seasonal or temporary employee, for each twelve month period of employment in which the employee worked six (6) months or less, six (6) months shall be deducted from the length of continuous employment.
2. In the case of the part-time employee, for each period of employment in which the employee worked on a half-time or less basis, the employee shall be awarded one-half seniority credit and the length of continuous employment adjusted accordingly.

Any adjustment of seniority under this section shall be made from the employee's certification date as a seasonal, temporary or part-time employee.

E. RESOLVING TIES IN SENIORITY:

1. Where two or more persons have the same seniority date, the employee with the highest standing (examination rating) on the eligible register from which the employees were certified shall be deemed as having the greater seniority. In the event of identical examination ratings, the employee with the earliest examination date shall be deemed as having the greater seniority. In the further event of identical examination dates, the employee who first submitted his/her employment application (as measured by the examination number) shall be deemed as having the greater seniority.
2. In the case of inducted employees with the same seniority date, employees will be ranked in accordance with their length of continuous service in the department, agency or activity in which they were employed when inducted into the classified service. Insofar as possible to determine, such continuous service shall include any adjustments in accordance with procedures outlined in this Article.
3. Notwithstanding the above, in all cases of identical seniority dates, persons entitled to preference under the Michigan Veteran's Preference Act shall be deemed as having greater seniority than those employees without such preference.

F. PROBATIONARY EMPLOYEES: New employees hired by the City into the bargaining unit shall be considered as probationary employees for the first three (3) months of their employment. For new hires in apprentice classifications, Inspectors in the Buildings and Safety Department, Nurses, Sanitarians, and those which include a college degree as an entrance requirement, the three (3) months probationary period may be extended after discussion with the Union for a period up to an additional three (3) months. The employee and the Local Union President will be given reasons in writing for the extension of probation. When an employee finishes the probationary period, he/she shall be entered on the seniority list for the unit.

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

G. SENIORITY LISTS: The City will furnish to each Local Union and Michigan Council #25 quarterly, a seniority list and a separation list showing each employee's name, address, department, classification, pension number, social security number, and total City seniority date. This information shall be organized in a format mutually agreeable to Council #25 and the City.

NOTE: The seniority dates of record of employees hired prior to July 1, 1983 shall not be affected by any changes in this Agreement.

15. SENIORITY OF UNION REPRESENTATIVES

Notwithstanding their position on the seniority list, all Union representatives who are involved in the grievance procedure shall in the event of a layoff or demotion be continued in the following order as long as there is:

1. work in their classification in their representative unit,
2. work in any lower class in their series in their representative unit,
3. work in a classification which they formerly held in their representative unit,
4. work in a lesser class in the representative unit in which he/she can do the job, and
5. if laid off, shall be recalled first whenever there is work in any such class in the representative unit from which they are laid off.

The provisions of this article shall apply to the local president, chief stewards, stewards and permanent members of the grievance committee of record, and shall apply only so long as they hold their respective offices.

Should a union representative lose his/her office, the former union representative shall be subject to displacement by employees with greater seniority and who have been laid off or demoted as a result of reductions in force made prior to the loss of office.

Upon written notice from the Local Union President to the Certification Division of the Personnel Department that such loss of office has occurred, the City shall have thirty (30) days to investigate and make any required displacements.

16. REDUCTION IN FORCE, LAY OFF, DEMOTION, AND RECALL

A. The City reserves the right to reduce the work force for lack of work or lack of funds, or the occurrence of conditions beyond the control of the City, or where such continuation of work would be wasteful or unproductive; provided such actions do not conflict with the terms of this Agreement.

B. Notice to Union: The Union shall receive notice of any reduction in force affecting members of the bargaining unit. Where possible, the City shall give the Union two (2) weeks advance notice prior to issuance of any lay-offs to allow the Union an opportunity to meet with the City to discuss the circumstances of the reduction. Such advance notice to the Union shall be given to Council #25 and the President(s) of the local Union(s) affected.

C. Order of Removal: Reduction in force shall be by job classification in a City department. Within the department, the following categories of employees in the class shall be removed first in the following order:

1. Provisionally-hired employees.
2. Newly-hired employees who have not completed the probationary period.
3. Employees hired on a seasonal, temporary or other limited term basis.
4. Seniority employees who have recently been promoted into the class and have not completed the required trial period, and employees promoted to the class on a limited-term basis. Such employees shall revert to the classification in the department from which they were promoted.
5. Seniority employees who are in the class on a permanent basis and have completed the required trial period. Such employees shall be removed from the class in accordance with their total City seniority and have those displacement rights described below.

D. Departmental Displacement Rights: Permanent seniority employees who are being removed from a given class shall have the following optional displacement rights in their department:

1. To displace a lesser seniority employee in a lower class in the same occupational series.

2. To displace a lesser seniority employee in some other classification which the senior employee previously held.

In addition, employees who are unable to displace lesser seniority employees in their department may be transferred or demoted to other available vacant positions in the department for which they are adjudged to be qualified.

Those employees who are unable to displace lesser seniority employees or are status-changed to other available vacancies in the department shall be laid off by issuance of a lay-off notice from their department. Such laid off employees shall then have those City-wide displacement rights described below.

Employees who have an opportunity to displace a lesser seniority employee in the next lower class in their occupational series, but elect not to exercise such displacement rights and request to be laid off instead, shall not be eligible for these City-wide displacement rights.

E. City-wide Displacement Rights: Permanent seniority employees laid off from a department shall have the following displacement rights on a City-wide basis:

1. To displace provisional-hires, probationary employees and limited term employees in the same class in any other City department.
2. If the employee has one or more years of seniority, to displace lesser seniority employees in the same class in any other City department; and, if there are no lesser seniority employees in the class, to displace lesser seniority employees in a lower class in the same occupational series.

Such displacement across departmental lines shall coincide with the effective date of the lay-off of the employees having such displacement rights, if possible, but, in any event shall be implemented within thirty (30) calendar days of the lay-off date.

F. Employee Recall, Reemployment and Restoration Rights:

1. Permanent seniority employees who were laid off, exercised their displacement rights or were placed in a lower class shall be placed on a recall ("blocking") list and be recalled to any available vacancies in the class from which they were removed or any lower class in the same series in accordance with their total City seniority.

Such employees with more than fifteen (15) years seniority will also be placed on recall lists for all other job titles for which they previously acquired seniority.

No vacancy in a given class can be filled, except by recall until employees laid off or demoted from the class have been restored to the class. An employee who refuses an offer of such restoration shall lose his/her recall rights.

Copies of all recall lists for classifications covered by this Agreement shall be made available to Council #25 and Local Presidents.

2. In addition to the recall rights described above, the City shall implement policies and practices for reemployment of laid off employees in available vacancies in other classes for which laid off employees are qualified. These policies and practices shall include the following:
  - a. Laid off employees shall be placed on preferred eligible lists for all classes in which they acquired seniority. Employees will be offered employment from such lists to available vacancies in these classes in order of their total City seniority.
  - b. In the absence of a recall or preferred eligible list for a given class, laid-off employees on existing lists may be offered placement to available vacancies in the given class. Use of such alternate lists to fill available vacancies shall be based on comparable or equivalent entrance requirements for the class.

G. Other Bargaining Units: It is not the intent of this Article to prevent employees in one bargaining unit from exercising displacement, recall and reemployment rights to positions in other bargaining units based on seniority as defined in this Agreement; provided, however, that in order for members of another bargaining unit to displace members of this bargaining unit, the other bargaining unit must have a labor agreement which would allow members of this bargaining unit to displace lesser seniority employees in the other bargaining unit and to be offered recall and reemployment to available positions in the other bargaining unit.

H. Multiple Titles: In determining an employee's rights under this Article, an employee can have permanent seniority in only one class at a time. An employee who carries a multiple title shall be treated as having permanent seniority in the lowest part of his/her multiple title.

Exceptions to this general rule would be where the employee previously held a higher part of the multiple title on a single title basis, or where the parties agree that the employee's permanent seniority should be in a higher part of the multiple title based on the employee's nature and history of employment. Such agreement must be in effect no later than ninety (90) days prior to the announcement of a reduction in force.



I. Notice Requirements:

1. Employees to be laid off from a department shall receive notice of lay-off no less than two (2) calendar weeks prior to the effective date of the separation. A copy of such notice will be sent to the Local Union President.
2. Employees displaced as a result of a reduction in force, including those displaced and laid off as a result of City-wide displacements, shall receive notice of displacement and/or lay-off no less than one (1) calendar week prior to the demotion or separation. A copy of such notice shall be sent to the Local Union President.
3. Notice of recall or offer of reemployment to laid off employees shall be sent by certified mail to the person's last address of record. It shall be the responsibility of the laid off employee to notify the Personnel Department immediately of any change of address. Failure of the laid off employee to respond to the notice of recall or reemployment within ten (10) working days shall be considered a voluntary quit unless good cause for the employee's failure to respond is shown.
4. Exceptions to the above notice requirements shall be allowed in individual cases where the failure to give timely notice resulted from error or unforeseen circumstances beyond the control of management.

J. Residency Requirement: To remain eligible for recall or reemployment under the provisions of this Article, laid off employees must continue to maintain their residency in the City of Detroit, or other approved area if applicable, unless specific permission to temporarily move out of the City is granted by the City's Personnel Director. Employees shall request such permission by letter to the Personnel Director stating where he/she intends to temporarily relocate, the reason for the relocation and an address at which he/she can be reached in the event of recall or other offer of reemployment.

K. Procedural Aspects: Unless otherwise provided for, the procedure for the administration of the provisions of this Article shall be in accordance with Personnel Department Rules as adopted by the Civil Service Commission in effect on July 1, 1983. No substantive provision of this Article, however, shall be varied by any contrary or conflicting Personnel Department Rules. Any dispute concerning reduction in force, recall or reemployment procedures shall be a proper subject for Special Conference between the parties.

L. Discontinuance of Entire Operations: When operations or Departments are discontinued, employees affected will be given available work in the City in accordance with the Reduction in Force article of this Agreement.

The City will make reasonable efforts to place such laid-off employees, who are not returned to City employment under provisions of the Reduction in Force article, in new or other available positions for which such employees are qualified based upon their history of employment and training. Such placement shall be made from among those employees who qualify in order of their total City seniority.

The City's efforts in re-employing employees laid off as a result of discontinuance of operations shall be a proper subject for Special Conference between the parties. The Union shall be informed of placements under the provisions of this article.

17. 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 therefore in accordance with the procedure established by the City and shall have met the eligibility requirements of Section 2 of this article. Such an employee shall be considered as an applicant.

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

- a) such layoff
  - 1) was from the Bargaining Unit;
  - 2) occurred in a reduction in force;



- 3) was not for disciplinary reasons and was not a consequence of (i) any strike, slowdown, work stoppage, picketing (whether by his/her bargaining unit or any other), or concerted action, or any dispute of any kind involving City employees, or (ii) any fault attributable to the applicant, or (iii) any war or hostile act of a foreign power (but not government controls or regulation connected therewith), or (iv) sabotage or insurrection, or (v) any act of God and
  - 4) was not self elected.
- b) with respect to such week, the applicant:
- 1) had sufficient seniority to be eligible for one week's benefit,
  - 2) has registered at and has reported to an employment office of the Michigan Employment Security Commission as required by the MESCC;
  - 3) has received unemployment compensation from MESCC 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 Worker's 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.

18. TRANSFER AND PROMOTIONS

In accordance with the provisions of this article, the order of filling vacancies in a classification shall be as follows:

1. Transfers in grade within the department.
2. Promotions within the department (subject to the recall rights of laid off employees).

If a vacancy can not be filled from within the department, the department may take steps to fill the vacancy from outside the department.

A. TRANSFERS WITHIN THE DEPARTMENT

Employees shall have the opportunity to request transfers within classification to other locations or shifts in anticipation of future vacancies. When an opening has been declared to exist, an employee who has filed a written request on a form provided by the Employer shall be granted the transfer to that location or shift provided the following has been complied with:

1. A properly prepared transfer form has been completed and filed with the department personnel office:
  - a. Any request filled out incorrectly or incompletely shall be returned to the employee for correction.
  - b. The transfer request form will be distributed as follows:
    - (1) A copy to the Department.
    - (2) A copy to the Local Union President.
    - (3) A copy to the Employee.
2. Where more than one employee has requested transfer to that location or shift, the transfer will be made according to seniority.
3. Once action has been taken by the department in implementing the request for transfer, an individual will not be allowed to change his/her mind. If a proper cancellation form has been received prior to action on the request on file, it will be honored.
4. Once the transfer request has been honored, the employee will be required to remain at the new location or shift for a period of six (6) months before another transfer request will be honored.
5. All transfer requests will be kept on file for one (1) year. If not acted upon they will be voided and returned to the employee. A new transfer request to that location or shift may then be submitted.
6. Temporary vacancies as defined in Article 32 - Temporary Assignments, will not be subject to transfer request.

NOTE: Disputes that arise as a result of transfer requests shall be brought directly to Step 3 of the grievance procedure.

B. PROMOTIONS WITHIN THE DEPARTMENT:

1. Promotional opportunities to current and/or anticipated future permanent vacancies shall be posted throughout the department for a period of ten (10) working days so that interested persons shall have the opportunity to make application. Such postings shall include a description of the qualifications necessary for promotion to the classification.
2. The qualifications of those applying shall be evaluated by the Personnel Department. The factors used in evaluating applicants for promotion shall include the following:
  - a. Education, training and experience as applied to the requirements of the classification.
  - b. Past work performance and work habits.
  - c. Written and/or demonstration test relevant to the classification.

To be adjudged qualified for promotion to the class, the applicant must receive a satisfactory rating on each part of the evaluation. Those persons who are adjudged not qualified for promotion at this time based on the non-test parts of the evaluation will be so advised. At their request, such persons will be permitted to take the written or demonstration test, and if they pass, the results shall be used for subsequent postings.

Applicants who previously passed the written or demonstration test parts of the evaluation during the term of this Agreement will not have to retake such tests on subsequent postings but must re-apply and be re-evaluated on the non-test factors.

All candidates who are adjudged qualified for the promotional opportunity will be placed on an eligibility list in accordance with their seniority.

3. The most senior person on the eligible list will be given the first promotional opportunity. If the most senior employee is denied the promotional opportunity, the reasons will be given in writing to the employee with a copy to the Local President. Such denial must be for substantial reasons.

The promoted employee will receive the rate for the class to which he/she is promoted.

4. Promotional lists shall remain in effect for a period of one (1) year from the date of adoption or for the duration of the contract whichever expires first. Upon adoption, a copy of the promotional list will be furnished to the Local President.

5. Employees promoted from established lists shall serve a three (3) month trial period except where a three (3) month extension is requested by the employer after discussion with the Union.
6. During the trial period, the employee shall have the opportunity to revert to his/her former classification. Notice of such desire must be given in writing to the Employer.
7. Employees who are found to be unsatisfactory during the trial period shall be reverted back to their former classification. Notice of such action and reasons shall be given in writing to the employee and the Local President prior to the reversion.
8. Upon satisfactory completion of the trial period, the promoted employee will be able to exercise his/her total City seniority in the new classification.

9. Promotions from Trainee Classifications

The requirement of posting shall not apply to promotions from a trainee or "junior" level classification to the next level in the occupational series. In such situations, the most senior trainee or "junior" level employee will be promoted provided he/she has served a minimum of twelve (12) months in the trainee or "junior" class, has demonstrated his/her qualifications for the class to which he/she is to be promoted, and has not been subject to a suspension of record during the four (4) month period immediately preceding the promotion.

10. Exception:

It is recognized that exceptions from the above provisions can be made for affirmative action purposes when career development programs are instituted for affirmative action purposes in accordance with Article 47 of this Agreement.

C. REQUESTS FOR TRANSFER BETWEEN DEPARTMENTS:

Employees may request a transfer within classification to another City department by filing an inter-department transfer application with the Personnel Department.

To be considered, such application must be on file with the Personnel Department at least thirty (30) days prior to receipt of a personnel requisition for that classification for the requested department(s).

When a requisition is submitted to fill a vacancy, a transfer in classification between departments will be made from the inter-departmental transfer request list in accordance with seniority and in such a manner as will not adversely affect operations of the department.



Employees transferred between departments shall serve a three (3) month trial period. Employees found to be unsatisfactory during the trial period shall be returned to their former department.

Inter-department transfer request applications shall remain on file for the duration of the Agreement.

The City agrees to make efforts to fill vacancies upon appropriate approvals by the Personnel Department within a reasonable period of time based on the circumstances. If the transfer is not implemented within ninety (90) calendar days, the Employer will notify the Local Union President as to the reasons the employee has not been released for transfer.

D. REQUESTS FOR TRANSFER-PROMOTION BETWEEN DEPARTMENTS:

Employees seeking a transfer-promotion to another department in a classification for which they believe they qualify may file an interdepartmental transfer-promotion application with the Personnel Department.

To be considered, applications for transfer-promotions must be on file with the Personnel Department at least thirty (30) days prior to receipt of a personnel requisition for that classification for the requested department(s).

When a requisition is submitted which creates a transfer-promotional opportunity in any unit defined in Exhibit I and such cannot be filled in accordance with Section B of this Article, the transfer-promotion request list of applicants on file with the Personnel Department will be used to fill such requisition.

The most senior applicant on the list who is adjudged qualified will be given the first promotional opportunity to fill the vacancy. If the senior employee is denied the promotional opportunity, the reasons for denial will be given, in writing, to the employee and a copy to the employee's Local Union President.

The qualifications of applicants shall be evaluated by the Personnel Department using the same evaluation factors as listed in Section B of this Article. Applicants adjudged not qualified at this time on the basis of non-test factors, will be so advised. Upon their request, they will be permitted to take any required written and/or demonstration test for the class, and if they pass, the results will be available for use for future openings.

Written notice will be given to the Personnel Department and the employee's Local Union President if the employee refuses to accept a promotional opportunity under this section. Such employee will be considered for future promotional opportunities on a seniority basis.



If an employee accepts a promotion under this section, he/she shall serve a trial period, in accordance with B-5-6-7 of this Article.

If the employee does not complete the trial period because of the provisions above, the employee shall return to a position in the classification in the department from which he/she was promoted. Wherever practicable, the employee will be offered the same shift and work location with full seniority rights.

Inter-departmental transfers-promotion request applications shall remain on file for the duration of the Agreement.

E. EFFECT OF RECALL ("BLOCKING") LISTS AND PREFERRED ELIGIBLE LISTS ON TRANSFERS AND PROMOTIONS

1. No available vacant position in any City department can be filled by promotion, transfer-promotion or new hire until laid off or demoted employees on the recall list for the class have been offered placement to the available position in accordance with their seniority as provided in Article 16 - Reduction in Force, Lay-off, Demotion and Recall.
2. Any available vacant position resulting after implementation of transfers under Sections A or C of this Article, shall be filled first from the recall list for the class. If there is no recall list for the class, then the persons on the preferred eligible list for the class shall be offered placement to the available position in accordance with their seniority before any new employees may be hired.
3. In all cases where an available position cannot be filled in accordance with Sections A, B, C and D of this Article, and in the absence of a recall list for the class, persons on the preferred eligible list for the class shall be offered placement to the available position in accordance with their seniority before any new employees may be hired.

F. SHIFT AND LOCATION PREFERENCE:

Within sixty (60) days of the signing of this Agreement, employees in each unit covered by this Agreement will be allowed to select shifts and work locations in accordance with their seniority within the department within their classifications, insofar as it does not adversely affect the operation of the department.

Exceptions to this provision may be made in the Local Supplements to this Agreement.

Upon request, employees will be furnished starting and quitting times information prior to submitting their preference. It is understood that hours, shifts and work locations are subject to change as operating needs may dictate. During the period when employees have the opportunity to submit shift and work location preferences, the employer shall notify employees of any imminent changes which might affect employee selections.

The job location and shift selection will be considered the employee's basic job for the duration of this Agreement. However, in the event that part of an operation within a department is discontinued, employees affected will be allowed to select, in accordance with their seniority, shifts and locations within the department in their classifications.

G. INVOLUNTARY TRANSFERS:

In situations where it is necessary to transfer one or more employees from their present job location or shift to another location or shift in the department, such transfers shall first be offered to employees in order of their seniority. When there are not enough volunteers, the transfer shall be made according to inverse seniority. Transfers under this provision shall not affect any transfer requests filed under Section A of this article.

H. OTHER TRANSFERS:

The City agrees that in any transfer of work involving employees covered by this Agreement, the City will discuss the transfers with the Michigan Council #25 and the Local Unions affected in order to protect the seniority and equity of the employees involved.

NOTE 1: In the past, the Supplemental Agreements for Locals #214 and #312 have established limitations on seniority for Department of Transportation administrative purposes, such as transfer and promotions, when members of other locals covered by this Agreement have transferred or entered into Locals #214 and #312. Should these limitations be continued in the Supplemental Agreements, these same limitations will be equally applied to members of Locals #214 and #312 when they transfer or enter into other locals covered by this agreement.

Should any alleged error in the application of this provision be brought by the Union to the attention of the Employer, the Employer shall have seven (7) working days to investigate and make any necessary adjustment before incurring any liability.

NOTE 2: Standard application and request forms for purposes provided in this Article shall be developed and implemented by the employer after discussing with the Union.

19. 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 or demoted or caused to suffer a reduction in overtime work as a direct and immediate result of work performed by an outside contractor.

C. In cases of contracting or sub-contracting affecting employees covered by this Agreement, the City will hold advance discussion with the Union prior to letting the contract. The Union representatives will be advised of the nature, scope and approximate days of work to be performed and the reasons (equipment, manpower, etc.) why the City is contemplating contracting out the work.

20. VETERANS--RESERVES--EDUCATION

Nothing in this Agreement shall abridge the rights and preferences of veterans and members of the armed forces reserves, as provided by Federal, State, and Local Laws, Rules and Resolutions.

21. 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.

NOTE: During the course of negotiations there was considerable discussion as to the interpretation and intent of Article 21.

The parties agree that Article 21 is intended to include those proper practices and minor benefits not covered by specific language in the contract.

The parties agree that Article 21 is not intended to conflict with the City's ability and responsibility to manage its affairs.

The parties further agree that Article 21 is not intended to maintain improper practices which may exist in the various operating departments nor is it intended to prevent the City from taking appropriate corrective action.

## 22. LEAVES OF ABSENCE

A. Leaves of absence without pay may be granted for reasonable periods for the following purposes:

1. Temporary physical or mental incapacity.
2. Training related to an employee's regular duties in an approved educational institution.
3. Peace Corps term.
4. Military service.

B. Leaves of absence may be granted for other reasons than those listed above where in the judgment of the City such leaves are deemed beneficial to the City. Such leaves granted, may be extended for periods up to four (4) years. Seniority of persons on leave of absence shall be governed by the seniority provisions of this Agreement.

C. Approved absences from work without pay for up to thirty (30) continuous calendar days, but not to exceed a total of thirty (30) scheduled work days in any twelve (12) month period, may be granted by the department director. Leaves of absence for more than thirty (30) continuous calendar days must be approved by the Personnel Director. Unless otherwise provided for in this Agreement, the procedure for the administration of leaves of absence shall be in accordance with Personnel Department Rules as adopted by the Civil Service Commission as published in the July 1, 1980 Edition, Reprinted July 1, 1983.

D. To be eligible for a leave of absence in excess of thirty (30) continuous calendar days, the employee must have completed one (1) year of continuous classified service immediately prior to the leave. This requirement shall not apply to leaves for military service. Persons unable to work for health reasons and ineligible for a leave of absence, may request a voluntary lay-off. If approved, the person's name will be placed on the preferred eligible list for future reemployment when able to return to work.

E. Parenting Leaves: A parent of a new-born or newly-adopted infant who is eligible for a leave of absence may request a personal leave without pay for purposes of providing parental care or making child care arrangements. Such absence from work shall not exceed a maximum period of six (6) months including any optional use of accrued vacation or other earned time.

In the case of employees who have been off work on sick leave or health leave of absence due to maternity, the optional leave for parenting purposes shall not begin until after the employee has been adjudged physically able to return to work.

F. Leaves for Union Business: Members of the Union elected or selected by the Union to do work which takes them from their employment shall, at the written request of the Union, receive leaves of absence for the period of employment with the Union and upon their return shall be reemployed without any loss of seniority.

Delegates elected to State and National Union Conventions will be allowed time without loss of pay to attend such conventions in the ratio of one delegate for every 500 dues paying members or the major fraction thereof.

G. Health Leaves for Maternity: Upon presentation of adequate medical documentation that the pregnant employee is no longer able to perform her job duties, a health leave of absence will be granted if the employee has at least one year of service. If the employee has less than one year of service, the employee may be granted a voluntary layoff (see paragraph D). Prior to going on the health leave, the employee would have the option of utilizing any accrued paid sick days, vacation days or compensatory time.

H. Other Personal Leaves: In addition to parenting leaves, leaves of absence for other reasons of a personal nature (e.g. caring for an ill relative) may be granted if recommended by the department head and approved by the Personnel Director. The maximum duration of such leaves shall be six months.

I. When an employee requests a leave of absence in accordance with this Article, the Employer shall inform the employee in writing of the Leave of Absence rule of the Personnel Department and the procedure necessary to be followed in order to protect his/her rights and benefits during and following the period of the leave.

Local Union Presidents shall receive copies of all City rules, directives and policies which pertain to procedures and administration of leaves of absence.



FOLLOWING ARE PROCEDURES AND REGULATIONS GOVERNING LEAVES OF ABSENCE:

1. Procedure for Applying for Leave of Absence:

- a. An employee requesting a City leave of absence shall make written request to his/her department director stating the reasons for the requested leave and providing any necessary documentation. The department director shall investigate such request to determine whether such request is in accordance with departmental policy, and, if approval is recommended, shall submit the leave request on prescribed forms to the Personnel Director for consideration.
- b. Upon receipt of the recommended leave request, the Personnel Director shall make such investigation and may require such additional evidence to permit a determination as to whether the request for leave is consistent with City policy and is in the interests of City service. The employing department director shall be informed of the approval or rejection of the leave request.

All requests for leaves of absence shall be submitted in sufficient time to enable an adequate investigation to be made prior to the requested effective date of the leave. Failure to provide adequate notice may be grounds for denial of a leave request.

- c. Requests for extensions of leaves of absence shall be made and processed in the same manner as original leave requests.
- d. Misrepresentation as to the purpose of the leave of absence shall be grounds for cancellation of the leave and may result in appropriate disciplinary action.

2. Length of Leaves of Absence

- a. Generally, City leaves of absence shall be initially granted for the period requested by the employee and/or as recommended for approval by the employee's employing department, but not to exceed one (1) year. Exceptions to this general proposition are as follows:
  - 1) Approved leaves of absence for health reasons shall be granted for an initial period not to exceed four (4) months. (Four (4) months is the period of time during which an employee on leave for any reason may continue to be covered by the Employee Benefit Plan. Beyond four months only employees on leave for health reasons may continue to be covered under such plan. If an extension of the leave for health reasons is granted, the employee shall be eligible to participate in the Employee Benefit Plan for the duration of the health leave extension. Such participation is at the employee's own expense.)



- 2) Approved leaves of absence for military service shall be granted for the entire period required to complete the tour of duty, not to exceed four (4) years plus one (1) additional year resulting from the request of the United States government.
  - b. Extensions beyond the initial period of leave may be granted if necessary to carry out the purpose for which the leave of absence was granted.
  - c. Upon written request of the employee on leave and for proper reasons shown, the employing department director may modify the term of the approved leave to allow for the employee's early return to active employment. Notice of such action shall be promptly given to the Personnel Department.
3. Return to City Employment
  - a. Upon expiration of the approved leave of absence, the employee has the right to return to a position in the department from which the leave was granted which is in the same classification and at the same salary level which the employee had at the time the leave was approved. If the employee would have been laid off or demoted as a result of a reduction in force in the department during the period of leave, then the employee shall be granted whatever rights the employee would have had had he/she been employed at the time of the reduction in force.
  - b. An employee reporting for reemployment following a leave of absence must be physically and mentally capable of performing all the duties of the classification for which he/she seeks reemployment. Persons returning after all leaves of absence for health reasons and all leaves of 90 or more calendar days shall be directed to the Personnel Department Medical Examiner prior to returning to work. An employing department may also request that a returning employee be referred to the Medical Examiner prior to returning to work in other instances not covered above. Such request shall be in writing.
  - c. Special Provisions Applicable to Persons Returning from Military Service: Employees returning from a leave for military service, upon fulfilling all statutory conditions for reemployment, shall be entitled to all rights and benefits provided under the U.S. Veterans' Reemployment Rights Status (Chapter 43, Part III, Title 38, U.S. Code). Included is the right to be restored to the employee's pre-service position within a reasonable period (not to exceed 15 days) and to receive all benefits and considerations which the employee would have received or would have been entitled to had the employee remained on the job during the period of military service. Any questions concerning rights of persons returning from military service or claims for

benefits under the Veterans' Reemployment Rights Statute should be promptly referred to the Personnel Department.

4. Restrictions on Employees on Leave of Absence

- a. No person while on leave of absence may be remuneratively employed except where such remuneration is provided for in the purposes for which the leave is granted, or is a necessary component of an approved educational internship.
- b. Removal of residence from the City of Detroit or other approved residence area, unless necessary to effectuate the purpose of the leave, without the prior consent of the Personnel Director, shall be grounds for cancellation of the leave. To be eligible for reemployment following expiration of an approved leave, the person must be a resident of Detroit or other approved area where applicable.
- c. Commission of any act or conduct which violates the terms of the leave or which would have resulted in suspension or discharge of the person were he/she on the active payroll shall be grounds for cancellation of the leave and may result in appropriate disciplinary action.

23. 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, and step-mother.

C. If a death occurs among the relatives of the employee, the employee will be granted one (1) day leave, not to be charged to sick leave provided he/she attends the funeral. If the funeral which the employee attends is more than 300 miles from the City of Detroit, the employee may extend the leave by two (2) days to be charged against current sick leave and then reserve sick leave upon his/her request.

D. Definition of Relatives: Relatives are defined as grandson, granddaughter, grandmother, grandfather, brother-in-law, sister-in-law, uncle, aunt, mother-in-law, and father-in-law.

E. If the Local Union President is not available to attend the funeral of a City employee who is a member of his/her local, a representative of the local, with proper notification to the department head, shall be allowed one (1) funeral day, not to be charged to sick leave, to attend the funeral.

#### 24. 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 Exhibits V, VI and VII. All employees must be on the payroll for the entire month to be credited with sick leave.

B. Reserve sick leave of five (5) service days shall be granted on July 1st 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) unused sick days on July 1, 1989, forty-seven (47) or more unused sick days on July 1, 1990 and fifty (50) or more on July 1, 1991 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

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

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

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.

H. The City shall provide upon request monthly reports on sick leave usage by department.

25. LONGEVITY PAY

- A. Employees shall qualify for longevity pay as follows:
1. Employees may qualify for the first step of longevity pay, provided they have served as City employees for an accumulated period of five (5) years.
  2. Employees may qualify for the second step of longevity pay, inclusive of the first step provided they have served as City employees for an accumulated period of eleven (11) years.

3. Employees may qualify for the third step of longevity pay, inclusive of the first and second steps, provided they have served as City employees for an accumulated period of sixteen (16) years.
4. Employees may qualify for the fourth step of longevity pay, inclusive of the first, second and third steps, provided they have served as City employees for an accumulated period of twenty-one (21) years.
5. Employees may qualify for the fifth step of longevity pay, inclusive of the first, second, third and fourth steps, provided they have served as City employees for an accumulated period of twenty-six (26) years.
6. The first step of longevity increment shall be one-hundred and fifty dollars (\$150). The second step of longevity increment inclusive of the first step, shall be three-hundred dollars (\$300). The third step of longevity increment, inclusive of the first and second steps, shall be four-hundred and fifty dollars (\$450). The fourth step of longevity increment, inclusive of the first, second and third steps, shall be six-hundred dollars (\$600). The fifth step of longevity increment, inclusive of the first, second, third and fourth steps, shall be seven-hundred and fifty dollars (\$750).

B. Employees who have qualified for longevity pay and have accumulated at least 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.

C. Employees who first qualify for longevity pay increments in any month after any December 1st date shall be paid such increment on a pro-rata basis upon attaining such qualification in the amount of a full increment less one-twelfth (1/12) thereof for each calendar month or fraction thereof from the previous December 1st date to date of such qualification.

D. Prorated longevity payments may be made between December 1 dates to qualified employees and officers who separate or take leave from City service, excluding those who are discharged, those who resign and those who resign with a vested pension. Such prorated longevity increment

shall be paid for time served on a full calendar month basis since the date of their last longevity payment; provided, that each month shall contain at least 160 straight time Regular Payroll hours of service.

E. All of the above provisions except as modified herein shall be in accordance with Chapter 13, Article 7 of the Municipal Code of the City of Detroit.

26. 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.

3. The City and the Union will review departmental work schedules which currently do not provide for consecutive off days. If the parties can agree that scheduling changes which allow for consecutive off days are feasible, such changes will be implemented, provided that such changes do not result in increased costs or loss of productivity.

4. The City and the Union will also review those departmental operations which currently require rotating shifts. If the parties can agree that a more productive schedule can be established without an increase in cost, the City will take the steps necessary to implement such schedules.

5. Employees will be allowed to submit shift preferences within locations for any new work schedules established pursuant to reviews made in accordance with Section A-3 and A-4.

B. Service Day and Work Day:

1. The regular full working day shall consist of eight (8) hours. It shall begin at 12:01 a.m., and extend to 12:00 p.m.



2. Two (2) coffee breaks of not less than fifteen (15) minutes per shift shall be permitted according to Local Supplemental Agreements.

3. When an employee is called to work, he/she shall be guaranteed no less than four (4) hours of pay for "show up" time at the appropriate rate.

4. The City agrees that a flex-time work schedule may be established in certain departments where the appropriate working conditions exist. The subject of (implementing) flex-time schedules (on a pilot basis) shall be a proper subject for supplemental negotiations with the following stipulations:

- a. Departments shall designate the normal business hours, alternate starting times in thirty (30) minute increments, and staffing levels required to meet its needs.
- b. Employees will be allowed to submit schedule preferences in advance. Upon assignment, the employee will not be permitted to submit a request to change schedules for a period of three (3) months. After three (3) months, if the employee wishes to change schedules, a two (2) week notice must be submitted for consideration.
- c. Should departmental needs change, any new schedules will be discussed with the Local Union President prior to any implementation.

5. Employees of departments or subdivisions thereof which have been authorized by City Council to work regularly less than forty (40) hours but not less than thirty-five (35) in a service week shall be paid on the basis of forty (40) hours with such compensation to be full pay for work up to and including forty (40) hours exclusive of the meal period. Overtime computation shall be in accordance with Article 27-B of the contract. The provisions of this paragraph shall not apply to any additional operations during the term of this agreement.

6. The City agrees to shorten the work day on Saturdays, Sundays, and holidays for employees assigned to 7-day operations by including the lunch break as part of the work day. This privilege shall be limited to situations where no additional cost or lapse of service will be incurred by the shortening of the work day. Where this privilege is granted no overtime or compensation for more than eight (8) hours shall be paid until an employee actually works more than eight (8) hours.

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.

E. All hourly paid employees shall receive their pay for regularly scheduled hours not later than Friday following the payroll week in which it is worked.

27. O V E R T I M E

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.

Overtime work shall be on a voluntary basis starting with the senior employee as determined in the supplemental agreement. When there are not enough volunteers, overtime assignments shall be made according to inverse seniority. The voluntary overtime rule shall not apply where an unexpected emergency arises or it is impractical to seek volunteers. The voluntary overtime rule, the exceptions thereto and equalization of overtime shall be a subject for supplemental agreements. In the absence of a supplemental agreement, existing departmental practices will apply.

B. Time and One-Half Overtime

1. Hourly Rated Employees - Time and one-half (one-hundred and fifty per cent (150%) of the basic or hourly rate) will be paid to hourly-rated employees as follows:

- a. All hours worked over eight (8) in one (1) service day except if such time is worked on a seventh day or a holiday.
- b. All hours worked over forty (40) in one (1) service week except if such time is worked on a seventh day or a holiday. Overtime hours worked (not to be credited at premium time) in excess of four (4) hours and not exceeding sixteen (16) hours in one (1) service week may be substituted in lieu of an equal amount of an employee's regularly assigned forty (40) hours.
- c. All hours worked on shifts starting within eight (8) hours of the quitting time of an employee's previous shift, except for those hours worked on a seventh day or holiday.

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

- a. All hours worked over eight (8) in one service day except if such time is worked on a seventh day or holiday.
- b. All hours worked over forty (40) in one service week except as indicated in Section 27, B-2, C and except if such time is worked on a seventh day or a holiday.
- c. Employees who are assigned to a work week of less than forty (40) hours shall be entitled to time and one-half for all work on the sixth day if they shall have worked the assigned hours in the work week.

C. Double Time Overtime

Double time (two-hundred per cent (200%) of the basic or hourly rate) will be paid to 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 employee's involved will be paid the prevailing overtime rate in lieu of his/her 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 time paid under this contract and existing rules and ordinances for sick leave, holidays, vacation, jury duty time and time lost due to a job connected injury shall be counted as time worked for the purpose of computing overtime.

G. 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.

28. HOLIDAYS AND EXCUSED TIME OFF

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

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

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

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

For the purpose of this section, an employee shall be considered off the payroll if he/she is fired, quits, is on a formal leave of absence granted by the 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 or excused time day on which he/she is scheduled to work, he/she shall receive no pay for the holiday.

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

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

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

H. For the purpose of this Article, an employee shall be considered off the payroll if he/she engages in a work stoppage which extends through a holiday or excused time day. All benefits under this Article will be forfeited for the holiday or excused time in question.

I. If a Holiday or Excused Time Day falls on Saturday it shall be observed on the preceding Friday, and if a Holiday or Excused Time Day falls on Sunday it shall be observed on the following Monday for all employees except those assigned to six and seven day 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.

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

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

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

December 26, 27, 28, of 1989  
December 26, 27, 28, 1990  
December 23, 26, 27, 30, 1991.

The City shall notify the Union by November 1st of each year of whether it intends to implement a holiday shutdown. The City agrees to allow those employees who would have to be off without pay during the 1991-92 Christmas - New Year's shutdown, the option to use vacation time, if any, which has been earned but not yet credited for Monday, December 23, 1991. In the event an employee separates from the City service before the advanced vacation time would normally be credited, the City shall deduct the advanced time from his/her final prorated vacation payment or any other payment made to an employee upon separation from City service.



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

L. The Holiday Schedule during the term of this agreement is set forth in Exhibit VII.

29. 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.

30. 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 local supplemental agreements.

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 30-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.

31. RATES FOR NEW POSITIONS

Rates of pay for newly established classes shall be determined by the Labor Relations Director. Recommendations for the establishment of such rates shall be directed to the City Council. When the new classification clearly falls within one or more established bargaining units covered by this Agreement, Council 25 will be notified in writing as to the classification, the Departments, the rate and anticipated number of employees affected before any action will be taken by the City Council. Copies of such notice will be mailed to those Local Unions which will most likely have members under the newly established classification.

In the absence of any appeal by Michigan Council #25 within twenty (20) working days of the date of the notice to the Union, action on the positions will be submitted to the City Council. In the event of an appeal, the interested bargaining agent may negotiate for a suitable rate with the Labor Relations Director and the matter shall be handled in accordance with the procedure for Special Conference.

32. TEMPORARY ASSIGNMENTS

A. Employees shall be regularly assigned to perform duties commensurate with their job classifications and shall not be assigned work outside of their current classifications except in cases of emergency or temporary absences of other employees, and where reassignment of duties is necessary to effectively carry out departmental operations. Emergency conditions shall be defined as those situations caused by factors beyond the control of management such as acts of God which cannot be anticipated or planned for in the normal course of departmental operations.

B. For purposes of this Article, an employee is deemed to be working "out-of-class" if he/she is reassigned by management from his/her regularly assigned duties to perform duties and responsibilities not normally performed and characteristic of and requiring the qualifications of a higher classification. Assignment of some duties normally performed by an absent employee shall not constitute an out-of-class assignment if such duties are appropriate to the classification of the person assigned.

C. If an employee is so assigned the duties of a higher classification to replace an absent employee for two (2) or more consecutive work days and/or a total of four (4) or more days in any calendar month, he/she shall be compensated on an out-of-class basis at the rate for the appropriate classification for all such out-of-class hours worked.

D. For short-term out-of-class assignments resulting from absences due to use of casual sick days, vacation, departmental leave, etc., the most senior pre-qualified employee in the same work unit shall be offered the out-of-class work provided he/she is readily available and able to do the work. Pre-qualified shall mean being on the promotional list for the class. If there is no pre-qualified employee in the work unit, the out-of-class assignment shall be offered to the most senior person in the unit provided he/she is readily available and able to do the work.

E. For long-term out-of-class assignments resulting from absences due to extended illness, formal leaves of absence, scheduled future retirements, etc., which are anticipated to extend beyond three (3) months, the most senior pre-qualified employee in the same work unit shall be temporarily promoted for the duration of the regular employee's absence provided he/she is readily available and able to do the work. Pre-qualified shall mean being on the promotional list for the class. If there is no pre-qualified employee in the work unit, the most senior pre-qualified employee in the department will be given consideration for transfer and temporary promotion to the available position provided he/she is readily available and able to do the work and provided it does not adversely affect departmental operations. If a disagreement exists with respect to the interpretation of a work unit as it pertains to this provision, the parties agree to resolve this issue during supplemental negotiations. If a mutual agreement cannot be reached regarding the application of this article to a particular department, the matter will be referred back to the City's Labor Relations Office for a resolution.

F. The parties recognize that out-of-class work assignments shall not be used to circumvent established procedures for filling vacant positions by transfer or promotion as provided in Article 18 - Transfers and Promotions, nor shall supervisors avoid out-of-class payment by arbitrarily alternating out-of-class assignments.

G. If the Union or the employee believes that the employee is regularly assigned duties outside of his/her current job classification, the Union or the employee may request the Personnel Department to conduct a classification survey of the employee's position.

H. Health and Safety issues arising from out-of-class assignments shall be handled in accordance with procedures set forth in Article 13 - Health and Safety.



33. 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 7-F).

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.



34. 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) co-pay (Certificate #87), known as the two dollar (\$2) deductible Drug Rider for employees and their legal dependents, duty disability retirees and their legal dependents, and duty death beneficiaries and their legal dependents, as provided by Chapter 13, Article 11 of the Municipal Code of the City of Detroit.

B. The City's contribution for the cost of hospitalization on a monthly basis shall be as follows:

Single person	\$100.06
Two person	238.29
Family	253.54

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

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

D. The City will pay the premium for regular retirees and their spouses hospitalization and medical insurance based on the Blue Cross/Blue Shield ward service under the Michigan Variable Fee coverage (MVF-2) and the Prescription Drug Group Benefit Certificate with two dollar (\$2) co-pay (Certificate #87) known as the two dollar (\$2) deductible Drug Rider as provided by City Council in the 1977-78 Closing Resolution. The City will pay this premium for regular retirees and their spouses for only as long as they receive a pension from the City.

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

Single person	\$100.06
Two person	238.29

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

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

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

Single Person  
Two Persons  
Family

G. The City shall provide for all active employees and their dependents a Dental Plan which shall be the Blue Cross/Blue Shield program which provides Class I benefit 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 and such benefit will include case hardened lenses.

Provided that the City's cost for eye care insurance will not be increased, the City agrees to institute an eye care enrollment between competing carriers by August 1, 1990. Employees will make a carrier selection during the enrollment period which will be effective for the following two years.

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. The parties agree to form a Health Care Cost Containment Committee made up of an equal number of members from the City and the Union which will review and agree to further cost containment programs to cover both active employees and future retirees during the term of the Contract. Said cost containment programs shall not diminish the levels of benefits provided in the basic plans but may require the insured to follow procedures prescribed by the carrier in order to be eligible for benefits. If premium levels remain below the amounts listed in the 1982-83 base premium levels for insurance listed in paragraph "B", the City will pay fifty percent (50%) of that amount to an escrow account which shall be used to offset health care costs or increase health care benefits.

Furthermore, the parties agree during the term of this agreement to continue to discuss the City's hospitalization plans. The parties are committed to investigate programs which will reduce costs and bring about a corresponding reduction in premium sharing by employees. Programs to be considered would include alternative health care providers, additional cost containment programs, and alternative traditional plans. Any programs agreed to by the parties will be implemented during the term of this agreement.

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

NOTE: A description of the City's health care and dental plans appear in Exhibit III.

### 35. WORKERS' COMPENSATION

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

B. Employees 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 9 months after they go off the payroll. Thereafter employees will be entitled to benefits which accrue to them through the Pension Plan and the Income Protection Plan.

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

D. The City and the Union agree to establish a Workers' Compensation Cost Containment Committee made up of an equal number of members from the City and from the Union. The purpose of the committee will be to review changes in the Workers' Compensation laws and any legal rulings and interpretations regarding them and to explore methods of addressing Workers' Compensation problems and to examine the feasibility of reemploying injured workers in other available vacancies.

### 36. DEATH BENEFITS AND LIFE INSURANCE

#### A. DEATH BENEFITS

Death benefits for all regular City employees are authorized by the City Charter, Title IX, Chapter VIII. The City Code, Chapter 13, Article 8, Section 8, currently provides a death benefit of \$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 approves an increase in the death benefit eligible for payment to members of the plan, the parties agree that this increased benefit will be applicable to employees covered by this agreement.

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

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

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

The Finance Director shall appoint a physician who shall examine the medical records and findings and with respect to rights of claimants, the physician may also personally examine the claimant. Said physician shall within sixty (60) days of appointment file a written report regarding his 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/her family is available for all members of the Employees Benefit Plan on an optional basis, under the provisions of the City Code, Chapter 13, Article 9.

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

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

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



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

5. BENEFITS - DEPENDENTS:

<u>Cost to Employee</u>	<u>Amount of Insurance</u>
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 \$2,500 Increments	And so forth in \$2,500 Increments	And so forth in \$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.

E. Optional Life Insurance Program. The City agrees to deduct premiums for whole life insurance coverage for a carrier selected by the Union and approved by the City. A minimum of 400 employees must sign up for the deduction before the plan will be implemented. A charge of fifteen (15) cents per deduction, per employee will be made by the City. The carrier shall pay the City fifteen (15) cents per deduction, per employee.

### 37. UNION BULLETIN BOARD

A. The City will furnish for the Union one (1) adequate bulletin board at each of the agreed locations as provided in the Local Supplemental Agreement. 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 Michigan Council #25 and International Union.

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

B. Any abuse of the Union bulletin board will be a matter for a special conference.

38. SUPPLEMENTAL AGREEMENTS

A. The parties agree that Supplemental Agreements involving matters not covered herein and peculiar to a specific department shall be attached hereto and made part of the entire agreement.

B. Said Supplemental Agreements must be approved by the parties to this Agreement.

C. The parties agree to attempt to finalize the next Supplemental Agreements by starting negotiations six months prior to the expiration of this Agreement.

39. STRIKES AND LOCKOUTS

A. Interference with Work: The Union agrees to refrain from engaging in any strike, work stoppage, slowdown or interference of any kind with the operations of the City during the term of this Agreement.

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

B. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the Union party to this Agreement, except that the City shall not be required to pay the wages of employees who shall refuse to report for and be willing to work on City property. Provided, however, that such refusal shall in no way be detrimental to the public health or safety. However, the employee cannot be ordered to cross a picket line if such action could result in adverse affect of the personal safety of the employee, nor shall employees be required to do work normally done by striking members of other Unions.

C. Any alleged violation of A and B above shall be submitted directly to the Fourth Step of the grievance procedure.

40. 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.

41. WAGES

I. WAGE INCREASE:

Effective July 1, 1989 - 4% Plus salary adjustments as agreed upon during negotiations.  
Effective July 1, 1990 - 4%  
Effective July 1, 1991 - 4%

II. 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. Credit Union Deductions: In the event that Michigan Council #25 organizes a Credit Union, the City will permit payroll deductions in the same manner and form it is now doing for the Detroit Municipal Employees Credit Union.
- D. Step increments shall be automatic.
- E. Step increments for hourly rated employees shall be \$.10 per hour.
- F. 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%).
- G. Step increments for salaried classes shall be paid over a period not to exceed six (6) years.

- H. 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.
- I. 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.

### III. CORRECTION OF PAYROLL ERRORS

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

The correction of the overpayment shall be made within 60 days after notification to the department personnel office.

For overpayment recoveries the City is authorized to deduct up to fifty dollars (\$50) weekly or one hundred dollars (\$100) bi-weekly. If the employee separates from City service, the entire unpaid balance shall be recoverable immediately.

If the amount owed by the employee is over \$2,600, the City reserves the right to seek immediate recovery through appropriate legal proceedings.

### 42. CLOTHING AND UNIFORM ALLOWANCES

- A. The clothing allowance shall be \$85.00 per year.
- B. For employees who are required to furnish a specific uniform at their own expense, the allowance will be \$170.00 per year.
- C. This Article shall be administered according to the Resolution of the City Council of May 9, 1974 (J.C.C. p. 1107).

### 43. SUCCESSOR CLAUSE

This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed to the

detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by a change of any kind of the ownership or management of either party hereto of any separable, independent segment of either party hereto.

44. EMPLOYEE ASSISTANCE PROGRAM

A. The City and the Union recognize and acknowledge that the problem of substance abuse and other personal problems which effect the physical or mental well-being of employees of the City of Detroit merits special attention. Substance abuse, including alcohol and drugs, and other personal problems by workers impairs their ability to function, contributes to increased absenteeism and tardiness, and violation of other rules, regulations and procedures. The combination of factors is recognized as having potentially damaging effects on efficiency and endangers the job security of the worker.

B. The City and AFSCME believe that constructive measures are possible to deal with the problem. Toward this end the City and the Union agree to set up a permanent and ongoing committee to deal with employees affected with these problems. This employee assistance committee shall be established within thirty (30) days of the signing of this Agreement and shall include three (3) representatives of Council 25 of AFSCME and include three (3) representatives of the City of Detroit. Central Committee members will be allowed to attend meetings of the Central Committee without loss of time or pay.

C. It shall be the responsibility of this committee to:

1. Survey community resources to determine the availability of appropriate treatment facilities and the cost of treatment, and report this information to the local employee assistance program committee on a quarterly basis.
2. Oversee the establishment of mandatory local employee assistance committees in each department and assist such departmental committees to establish effective programs consistent with the purposes of this Article.
3. Promote further understanding of this program by establishing guidelines and disseminating program information to supervisors and Union representatives.

D. In each department, committees composed of an equal number of Union and departmental representatives shall be established who will work cooperatively outside the grievance procedure on problems related to



employee assistance. Such local committees shall be established within thirty (30) days after signing of this Agreement or as soon afterward as possible. The responsibility of the departmental committee will include:

1. Assisting in identifying and motivating employees who may suffer from problems to seek treatment and rehabilitation.
2. Helping the employee understand and deal with problems by referral to a qualified facility or agency. Any such communication, referral or consultation will not be the basis of disciplinary action.

E. The City and the Union agree that:

1. Nothing in this statement is to be interpreted as constituting any waiver of management's responsibility to maintain discipline or the right to invoke progressive disciplinary measures when applicable in the case of misconduct which may result from or be associated with the abuse of any substance or other personal problem; the Union may exercise its right to process grievances concerning such matters in accordance with the AFSCME Master Agreement.
2. During or following treatment, the employee should not expect any special privileges or exemptions from standard personnel practices; however, employees with substance abuse problems or personal problems will be allowed to liquidate sick leave for the purpose of treatment or rehabilitation upon presentation of satisfactory medical evidence.
3. When a leave of absence is necessary so that an employee may undergo medical treatment for alcoholism or drug abuse or other personal problems in or from an appropriate facility in accordance with this program and when the employee has voluntarily submitted himself for such treatment, he may be granted a leave of absence.
4. The confidential nature of medical records of affected employees will be preserved in the strictest manner as all other medical records. To the extent feasible, Employee Assistance facilities will be located in areas separate from other City activities.

45. CAREER DEVELOPMENT AND TRAINING

A. The City and the Union recognize the need to provide training and career development opportunities for employees which will develop their skills, knowledge, and abilities to perform official duties, present and future.

B. The City subscribes to the principle of promotion from within, and, in keeping with that principle, the City agrees to focus some of its resources toward those employees in lower job classifications in order to provide opportunities to train and enter new careers.

C. The City and the Union agree that a major goal of training and career development is improvement of the status of female and minority employees in order to fulfill the City and Union commitment to effective affirmative action programs.

D. In consequence of the foregoing, the City and the Union agree:

1. Employees will be recruited from the AFSCME bargaining unit to be trained.
2. Specific training and numbers to be trained will be identified by the Career Development Committee, with priorities based upon the City's projected needs.
3. The Career Development Committee will be comprised of three (3) representatives of the Union and three (3) representatives of the City, one of whom shall be the Director of Training or designated representative.
4. The program will be administered by the Training Division of the Personnel Department.

46. SOCIAL SECURITY

A. The City and the Union agree that the employees represented by Michigan District Council #25 and its affiliated Local Unions and coming under the terms of this Labor Agreement shall continue to be covered under the terms of FICA (Social Security).

47. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION  
STATEMENT

A. The City and the Union agree to cooperate in a policy of equal opportunity for all employees: to continue to prohibit discrimination because of race, color, creed, national origin, age, political orientation, sex, sexual orientation, non-disabling handicap, and to promote a full realization of equal employment opportunity through a positive and continuing effort.

B. The City agrees to periodically provide the Union with copies of statistical minority employment information reports and such reports concerning policies and programs for equal opportunity in employment regarding City employees.

C. The City further agrees that a crucial part of an effective affirmative action program is development of an effective training and education program designed to provide existing minority employees maximum opportunity to advance so as to perform at their highest potential.

D. The City has maintained an Affirmative Action Unit within its Personnel Department. Upon request, representatives of that Unit shall meet with the Joint Career Development and Training Committee in order to provide information and assist in their affirmative action activities.

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

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.

J. Pension - Employer Contribution (414h Plan)

Upon notification by the Union to the City of its desire to activate a 414(h) Plan, the City will take steps to implement the provisions contained in the following paragraphs. The Union initiated the discussions and proposed the provisions contained in the paragraphs and the parties recognize and agree that it will take some time before this program can become operational due to the necessity of making changes in the City's computerized payroll system.

It is hereby agreed that every member of this bargaining unit shall be required to make contributions in the amount of 5% of their annual compensation to the Annuity Savings Fund of the General Retirement System. The said 5% employee contribution to the Retirement System Annuity Fund, although designated as employee contributions, shall be paid by the City of Detroit in lieu of contributions by the employee. The employee shall not have the option of choosing to receive the contributed amount directly instead of having them paid by the employer to the annuity fund. There shall be no additional contribution expense to the City of Detroit, and the amounts so contributed by the employer on behalf of the employee shall be treated, for tax purposes, as employer contributions and thus shall not be taxable to the employee until these amounts are distributed or made available to the employee.

These provisions shall not affect the amount or benefit level of the retirement allowance, or the City of Detroit's obligation thereto.

The wage rate for members of the bargaining unit shall not be altered or changed in any way as a result of these contract provisions. Consequently, these provisions shall not affect the basis upon which Longevity, Sick Leave Payoff, Holiday pay, Overtime pay, Recall pay, Final Average Earnings, etc., or any other wage-based benefit is computed.

The AFSCME - Non-Supervisory bargaining unit, agrees to indemnify and hold the City harmless with respect to any adverse ruling, if any, and monetary penalty, judgement, or damages to the City as a consequence of the City's compliance with the provisions of this agreement.

49. 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. Employees working and residing in areas which are approved by the Civil Service Commission shall be construed as residents in the event of a reduction in force.

50. 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.

51. PROTECTION CLAUSE

It is the City's commitment that in terms of a total compensation package, the AFSCME bargaining unit will not be economically disadvantaged as a result of subsequent settlements with other unions. However, it must be understood that compulsory arbitration may result in varied settlements.

The parties agree that special wage adjustments for particular classifications within other bargaining units, when based upon personnel recruitment and retention difficulties or special job skills, shall not require an equivalent increase for the AFSCME unit at large; the parties further agree, however, that an adjustment shall be required for an AFSCME classification to maintain the recognized traditional wage relationship to another bargaining unit's classification which received such a special wage adjustment.

52. CONFIDENTIAL EMPLOYEES

The parties agree that certain City employees are designated as confidential employees and are, therefore, to be exempt from membership in the bargaining unit covered by this agreement. These employees are those holding the positions as outlined in the Memorandum of Understanding reached by the parties and submitted, and approved by the Michigan Employment Relations Commission in connection with Case No. C79 D-110 as well as the Decision and Order of the Commission in that case dated June 4, 1980. The City shall not designate other employees as confidential without the agreement of the Union; but may, if the Union fails to so agree, petition the Michigan Employment Relations commission to approve such designation.



53. MODIFICATION AND TERMINATION

It is agreed between the parties that this contract shall continue in full force and effect until 11:59 P.M., June 30, 1992. If either party desires to modify this contract they shall give written notice during the month of February, 1992. Negotiations for a new contract shall commence thirty (30) days after that date.

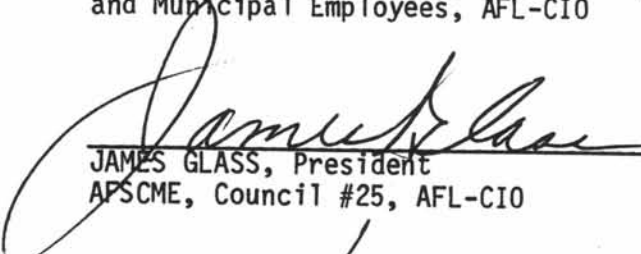
In the event that the City and the Union fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic items by June 30, 1992, the Agreement will remain in effect on a day to day basis. Either party may terminate the agreement by giving the other party a ten (10) day written notice on or after June 20, 1992.

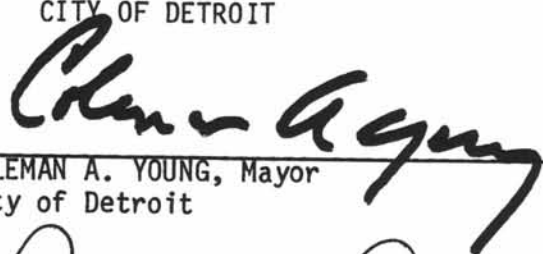
The parties agree that this sole and complete Agreement is intended to cover all matters affecting wages, hours, and other terms and conditions of employment and that, during the term of this Agreement, neither the City nor the Union will be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, except by mutual agreement of the parties hereto.

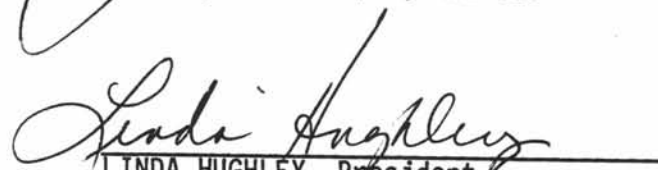
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 24<sup>th</sup> day of May, 1990.

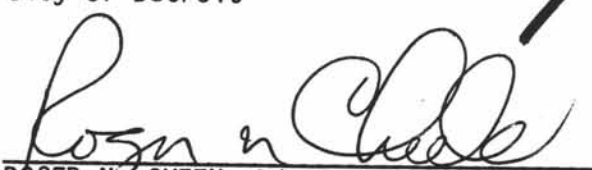
MICHIGAN COUNCIL #25, and  
the Local Unions Listed Below of the  
American Federation of State, County  
and Municipal Employees, AFL-CIO

CITY OF DETROIT

  
JAMES GLASS, President  
AFSCME, Council #25, AFL-CIO

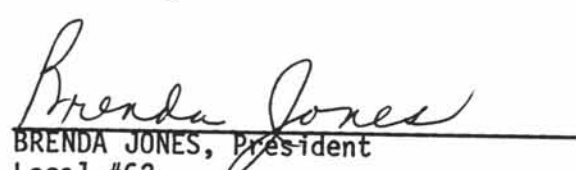
  
COLEMAN A. YOUNG, Mayor  
City of Detroit


  
LINDA HUGHLEY, President  
Local #23


  
ROGER N. CHEEK, Director  
Labor Relations Division

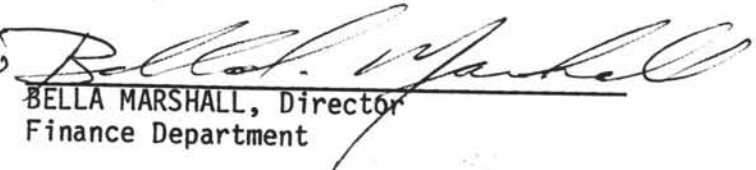
  
JIMMY A. HEARNS, President  
Local #26

  
JOYCE GARRETT, Director  
Personnel Department

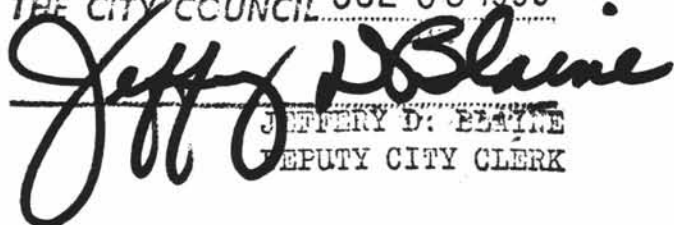
  
BRENDA JONES, President  
Local #62

  
DONALD PAILEN, Corporation Counsel  
Law Department

  
JULIUS R. STEPHENS, President  
Local #207

  
BELLA MARSHALL, Director  
Finance Department

APPROVED AND CONFIRMED BY  
THE CITY COUNCIL JUL 05 1990

  
JEFFERY D. BLAINE  
DEPUTY CITY CLERK

*Stamina Brooks*

STAMINA BROOKS, President  
Local #214

*Mark Phillips*

MARK PHILLIPS, President  
Local #229

*Dorothy Mottley*

DOROTHY MOTTLEY, President  
Local #273

*James Thomas*

JAMES THOMAS, President  
Local #312

*Anita L. Hicks*


ANITA L. HICKS, President  
Local #457

*William L. Harper*

WILLIAM L. HARPER, President  
Local #542

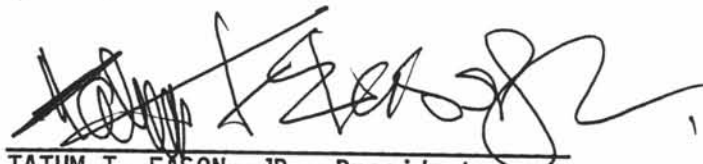
*Elliot R. Schore*


ELLIOT R. SCHORE, President  
Local #836

  
SAUNDRA L. WILLIAMS, President  
Local #1023

  
ELMIRA WILLIS, President  
Local #1220

  
RAYMOND WELBORNE, President  
Local #1227

  
TATUM T. EASON, JR., President  
Local #1642

  
JAMES HUNTER, President  
Local #2799

  
CARLTON MCBURROWS, President  
Local #2920

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF DETROIT AND  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
MICHIGAN COUNCIL 25, AFL-CIO

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Re: Application of Terms and Conditions of the Master Agreement to  
Members of AFSCME Local #273, Detroit Registered Nurses Organization.

During the 1986-89 contract negotiations, Council #25 indicated that it wishes to fold Local #273, Detroit Registered Nurses Organization under the terms of the Master Agreement. In consideration of this request, the City agrees that all the terms and conditions of the Master Agreement shall apply with the exception of the following provisions:

Article 18 - Transfers and Promotions

Shift and Location Preference shall not apply to members of Local #273. Any Junior Public Health Nurse who meets the requirements of Public Health Nurse and who has a satisfactory work and attendance record may present verification of completion of a B.S.N. degree and be considered for promotion. No posting shall be required.

Article 42 - Clothing and Uniform Allowance

Uniform allowance for members of the unit shall be \$190.00

L.P.N. SERVICE CREDIT

The City offers credit to Licensed Practical Nurses who are or who become General Staff Nurses as follows:

<u>Time Served as LPN In City Department</u>	<u>Credit Allowed</u>
Less than 2 years	Minimum
2 years but less than 4 years	One Step Level of \$400
4 years or more	Two Step Levels of \$400 each

OTHER CONDITIONS

a. Education Bonus: An education bonus shall be added to the annual rate of pay of nurses according to the following schedule:

Bachelors Degree

Clinic Nurse 1/  
Clinic Nurse  
Special Service 1/  
  
Junior Public Health Nurse 3/  
Junior Public Health  
Nurse Special Service 3/  
Public Health Nurse 2/  
Public Health Nurse  
Special Service 2/  
Senior Clinic Nurse 1/  
Senior Clinic Nurse  
Special Service 1/  
Clinic Nurse-  
Venereal Disease 2/

Masters Degree

Senior Public Health Nurse 1/  
  
Senior Public Health Nurse  
Special Service 1/

- 
- 1/ Additional \$400 per year to be paid if an employee has a degree beyond minimum required, not to exceed maximum rate.
- 2/ Additional \$400 per year to be paid if an employee has a degree beyond minimum required, not to exceed maximum rate.
- 3/ Additional \$60 increment to be added to base salary when an employee completes nine quarter hours credit or its equivalent toward Public Health Nurse qualifications.

Lump Sum Bonus: An educational bonus will be paid in August of each year after submission of proof of successful completion of courses in a program leading towards a BSN degree. The bonus shall be \$200 for each nine semester hours completed, up to a maximum of \$1,200. Employees will have to be on the active payroll register at the time of payment to receive this bonus. Special Service Jr. PHN's will receive a prorated bonus based on their hours of service during the preceding fiscal year.

B. Experience: Experience for nurses will be evaluated on the following basis:

1. New Hire

- a. Non-City Experience - Each year of comparable experience will entitle an employee to a step within the range not to exceed one step level below the maximum.



- b. City Experience - If an employee returns within one (1) year after termination, she will return at the same experience level held as the date of termination. If an employee returns after one (1) year, she will be entitled to one step for each year of comparable experience with the City, not to exceed one level below maximum.
  - c. Combination Experience - Allowable under a and b.
  - d. For purposes of determining the starting rate of new hires, the City will construe the phrase "comparable experience" to include all full-time, paid, successful, professional, verified nursing experience.
2. Transfer of Employees from Non-Public Health Nursing to Public Health Nursing - Employees changing from Non-Public Health Nursing to Public Health Nursing or vice versa will transfer over at their current rate or the maximum of the new class whichever is less; but in no case less than the minimum of the new class.
3. Promotions - When a nurse is promoted in series she/he will be paid the minimum of the new class or next highest rate level in the new class over her/his old rate, whichever is greater. However, the Clinic Nurse being promoted to Senior Clinic Nurse will be placed in the new range at the same experience level that she had as a Clinic Nurse.
4. General:
- a. Information on experience and education will be secured and evaluated by the Personnel Department when a nurse is hired. A copy of the evaluation will be given to the employee by the department.
  - b. In counting experience, credit will be granted for full-time scheduled work years only. Leaves of absence in excess of thirty (30) days shall be excluded. However, in totaling such work experience, the City will "round up" to the next full year when the remaining experience beyond the lower full year is ten (10) months or more.
  - c. Part-time experience shall be equated to full-time experience on the basis of 260 days equalling a full year of experience. 4-b above shall apply to a partial year of experience.
  - d. All nursing experience within the last ten (10) years will be counted.

- e. Once credit is evaluated and the appropriate rate level established, no additional credit for experience prior to appointment will be granted unless an error was made in the original evaluation.

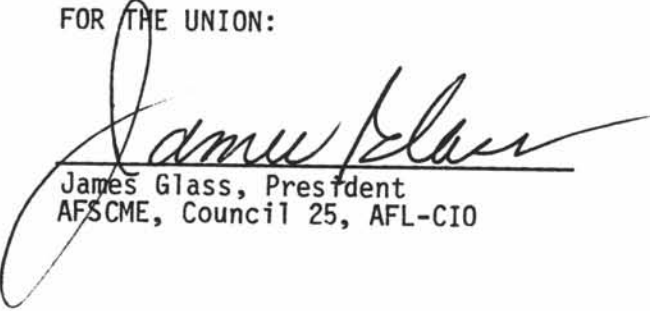
C. Reimbursement of Working Expenses: The City will pay any legitimate expense incurred by an employee in the performance of her/his duties. Claims for personal property losses or damages are excluded from this provision. Personal property claims shall be paid according to the provisions of the J.C.C. 12-19-61, pg. 2657, as amended. Also, claims for meals and lodging shall be excluded from the provisions of this article.


D. Shift Premium: Employees who work regularly scheduled afternoon shifts shall receive in addition to their regular pay a premium of seventy five cents (75¢) per hour. The night shift premium shall be eighty five cents (85¢) per hour.

Dated This 24<sup>th</sup> Day of May, 1990.

FOR THE UNION:

FOR THE CITY:

  
James Glass, President  
AFSCME, Council 25, AFL-CIO

  
Roger N. Cheek, Director  
Labor Relations Division

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF DETROIT AND  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
MICHIGAN COUNCIL 25, AFL-CIO

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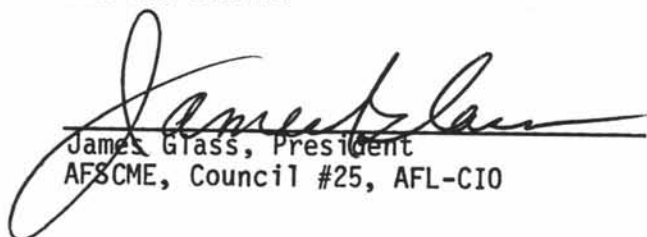
Re: Contractual Work - Pilot Program

The City and Council #25, AFSCME agree to institute a pilot program at the City's Department of Transportation to analyze the cost effectiveness of using outside contractors and to strive to maintain work in-house. A Joint Labor-Management Committee, consisting of three persons appointed by the City and three persons appointed by the Union shall be established whose objective will be to develop a system that measures in-house costs for specific repair jobs and compares those costs with the costs of having those jobs performed by outside contractors. This committee will then launch pilot projects whose objectives are to perform specified repair tasks at or below the cost of having the work done by contractors. The intended effect of this system is conserving City jobs and City funds.

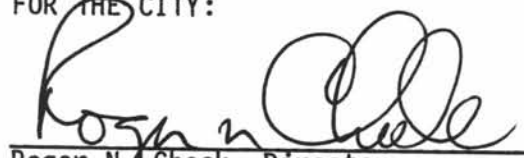
Subsequent to negotiations, the parties will meet with representatives of the Water and Sewerage Department to discuss the feasibility of adopting this type of plan in that Department.

Dated This 24<sup>TH</sup> day of May, 1990.

FOR THE UNION:

  
James Glass, President  
AFSCME, Council #25, AFL-CIO

FOR THE CITY:

  
Roger N. Cheek, Director  
Labor Relations Division

MEMORANDUM OF UNDERSTANDING BETWEEN  
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AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
MICHIGAN COUNCIL 25, AFL-CIO

---

Re: Grievance Procedures

During the 1989-92 Master Agreement negotiations, there was considerable discussion on methods of making the grievance procedures set out in Articles 8A (Non-Umpire) and 8B (Umpire System) more effective. The parties agreed that for a 12-month period beginning six months after the effective date of the Master Agreement, certain modifications of Articles 8A and 8B will be implemented. During the six month period, the parties will meet in special conference to work out the details for the implementation. Prior to the end of this 12-month period, representatives of Council 25 and the Labor Relations Division will again meet in special conference to determine if these modifications shall be continued for the balance of the contract term.

The agreed upon modifications are as follows:

1. In cases of discharge and major suspensions, the grievant will be allowed to come in and make a presentation and respond to questions at the Third Step of the grievance procedure.

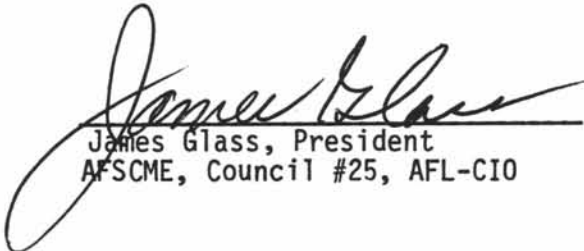
Major suspensions, for the purposes of this provision, shall be the level or length of suspension which, according to the Department's practice, immediately precedes discharge. This provision is not intended to require that a suspension must precede discharge in appropriate cases.

2. When the Union requests and management agrees that it would be beneficial to the resolution of a grievance, management may elect to hold the imposition of disciplinary action in abeyance until after the scheduled date for a Third Step meeting to discuss the matter. However, any additional action(s) by the employee warranting additional discipline in the interim shall be cause for immediate imposition of appropriate disciplinary action. This provision shall not apply to any suspension pending discharge or discharge.

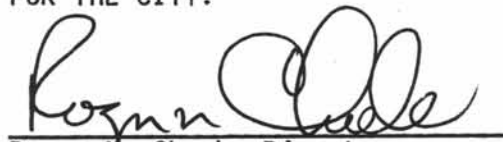
3. In order to make the discussions on appeal to the Fourth Step (Pre-Arbitration) more productive:
  - a. Management's written answer after the Third Step meeting shall briefly state the factors considered by management in its decision regarding the grievance.
  - b. The Union's written appeal to the Fourth Step shall state the facts in dispute and/or reasons for dissatisfaction with management's Third Step answer.
4. The make-up of the Pre-Arbitration Panel shall continue to consist of two representatives of the Union, one of whom shall be a Council 25 Staff Representative and two representatives of the City, one of whom shall be a Labor Relations Division representative. However, by mutual agreement in individual cases, an additional Union or City representative may attend where the parties mutually agree that such person's presence would be beneficial to resolution of the grievance.

Dated this 24<sup>th</sup> day of May, 1990.

FOR THE UNION:

  
James Glass, President  
AFSCME, Council #25, AFL-CIO

FOR THE CITY:

  
Roger N. Cheek, Director  
Labor Relations Division

MEMORANDUM OF UNDERSTANDING BETWEEN  
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AMERICAN FEDERATION OF STATE,  
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MICHIGAN COUNCIL 25, AFL-CIO

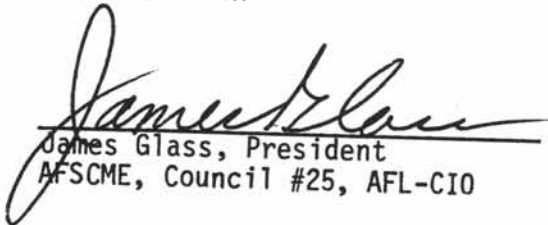
Re: Income Protection Insurance and Study Committee

A. The Income Protection Insurance Plan, also known as Long Term Disability, shall be available to all eligible employees of Michigan Council 25.


B. The City and the Union agree to establish a study committee of not more than six (6) persons, three (3) to be named by each party whose purpose will be to study the administration of the Income Protection Insurance Program now in effect.

Dated this 24<sup>th</sup> day of May, 1990.

FOR THE UNION:

  
James Glass, President  
AFSCME, Council #25, AFL-CIO

FOR THE CITY:

  
Roger W. Cheek, Director  
Labor Relations Division



MEMORANDUM OF UNDERSTANDING BETWEEN  
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AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
MICHIGAN COUNCIL 25, AFL-CIO

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Re: Joint Study Committee on Classification Questions  
- Duty Specifications  
- Multiple Titles  
- Allied Classes

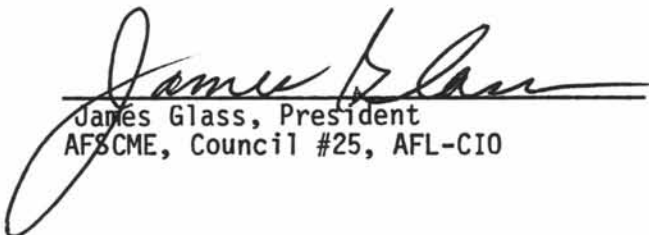
The City and the Union hereby agree that a joint committee provided for under the old contract and established during negotiations will continue to meet and review the duty specifications for employees covered by the Master Agreement.

The Committee shall consist of not more than six (6) members appointed by the Council 25, and not more than six (6) members appointed by the City's Personnel Director.

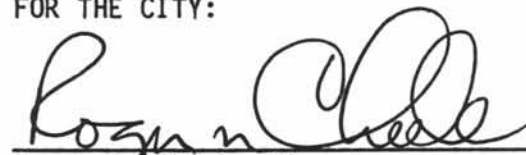
The Committee shall meet at mutually agreeable times and places for discussion and the preparation of reports on the subjects considered.

Dated this 24<sup>th</sup> day of May, 1990.

FOR THE UNION:

  
James Glass, President  
AFSCME, Council #25, AFL-CIO

FOR THE CITY:

  
Roger N. Cheek, Director  
Labor Relations Division

MEMORANDUM OF UNDERSTANDING BETWEEN  
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COUNTY AND MUNICIPAL EMPLOYEES  
MICHIGAN COUNCIL 25, AFL-CIO

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Re: Local Union Presidents

A. The City and the Union hereby agree that for the duration of their Master Agreement, to which this memorandum is attached, the Presidents of those Local Unions covered by the Master Agreement on July 1, 1989 shall be permitted to devote full time to their various Union duties and responsibilities, subject to the following conditions:

1. The Local Union Presidents covered by this memorandum (including those representing employees of the Department of Transportation) shall not exceed seventeen (17) in number at any time unless otherwise mutually agreed upon by the City and the Union.
2. In the event the Local Union jurisdictional structure is reorganized or new locals established, no additional full-time Presidents will be permitted unless otherwise mutually agreed upon by the City and the Union.
3. The names of the Presidents and the respective Locals covered by this memorandum on July 1, 1989 shall be certified in writing by the Field Staff Supervisor of Council 25, and any subsequent changes shall be certified in like manner and shall include the effective date of each change.
4. The Local Union Presidents shall work full time solely on matters pertaining to their respective local Unions. Other members of the local union will not be excused to attend meetings or grievance hearings as a substitute for the Local President unless the member's department is notified in advance that the President is not available due to excused time (Vacation, Sick Leave, Etc.)
5. A full time Local President or a representative from Council 25 must notify a designated City representative that he is on duty on each regular City business day. He must furnish said representative with a phone number where he can be contacted.

In the event he is not available for duty he must notify said representative of the manner he wishes his time to be charged. Said notice may be furnished in writing in advance or by telephone on any given day. A President shall not be considered available for duty if he is not in the City or area covered by his jurisdiction.

B. The compensation for the Local Union President qualifying above shall be the obligation of the City and shall be administered subject to and in accordance with the following:

1. A Local Union President shall be paid a salary equivalent to the straight time weekly or bi-weekly rate which he would have received had he not assumed his elected position. His salary shall be adjusted in accordance with Article #41 of the Master Agreement. Said salary shall be full compensation for all time spent in his duties as Local Union President.

A Local Union President shall be entitled to work overtime in his/her regular city position if he/she so requests and is available. He/she shall be scheduled for said overtime according to the provisions of this contract and its supplements. In absence of any specific provision regarding overtime scheduling, he/she shall be scheduled according to the practices of the department in which he/she was formerly assigned. In order to be eligible for said overtime there must be work available in his/her classification which he/she can perform. Any time which the President spends administering the contract or functioning as a Union official during the time he/she is scheduled to work overtime in his/her City position shall be unpaid time.

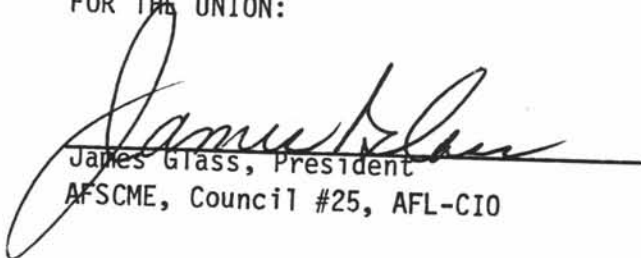
2. The City will provide fringe benefits in the same manner and to the same extent as other employees covered by this agreement. Vacation and other off time benefits (excluding sick leave) earned on or after July 1, 1989 must be liquidated in the fiscal year in which they are credited. Vacation earned and credited after 1600 hours in a fiscal year shall be considered credited in the succeeding fiscal year.
3. Any expenses (including the use of automobiles) incurred by the Presidents in the performance of their duties shall not be the responsibility of the City.

C. One of the primary purposes of this memorandum is to promote labor harmony between the City and its employees. When necessary either party may request a special conference to achieve this end. If circumstances warrant immediate attention, the parties will meet as soon as possible after the request is made.

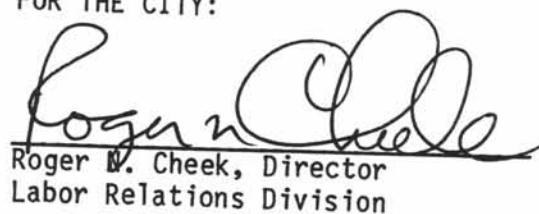
D. Except as specifically stated above, the Union agrees to reimburse the City for all legal liabilities, if any, assessed against the City in the event that a City of Detroit Local Union President incurs such liability when functioning in duties or areas unrelated to his or her Local Union Presidency.

Dated this 24<sup>th</sup> day of May, 1990.

FOR THE UNION:

  
James Glass, President  
AFSCME, Council #25, AFL-CIO

FOR THE CITY:

  
Roger W. Cheek, Director  
Labor Relations Division

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF DETROIT AND  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
MICHIGAN COUNCIL 25, AFL-CIO

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Re: Miscellaneous

The City of Detroit and Michigan Council 25, American Federation of State, County and Municipal Employees, AFL-CIO agree to the following miscellaneous items discussed by the parties.

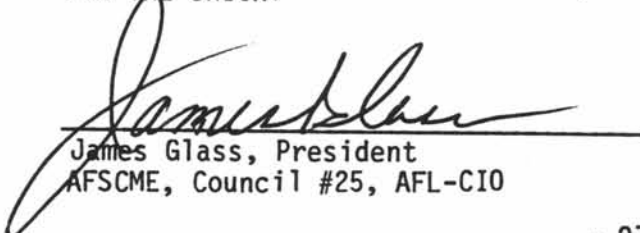
1. Six (6) months after ratification of a contract between the parties to this Memorandum of Understanding, the City of Detroit shall make available 7,000 copies of that contract to Michigan Council 25, AFSCME in a printed format mutually agreed upon by the parties.
2. Existing vacant land at the corner 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.
3. Exhibit VII will consist of 30 copies of the ordinances and resolutions of the City Council that are applicable to the sections of this contract as indicated which have been 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.

4. The City will provide Council 25 with 20 copies of the "1990-1991 Red Book".

Dated this 24<sup>th</sup> day of May, 1990.

FOR THE UNION:

  
James Glass, President  
AFSCME, Council #25, AFL-CIO

FOR THE CITY:

  
Roger N. Cheek, Director  
Labor Relations Division

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF DETROIT AND  
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COUNTY AND MUNICIPAL EMPLOYEES  
MICHIGAN COUNCIL 25, AFL-CIO

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Re: 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. For City employees residing in Detroit and who report for work outside of Detroit on regularly assigned basis the travel allowance shall be as follows:



A. For employees reporting for work at North Service Center - \$5.00 per day travel allowance.

B. For employees reporting for work at Southwest Station - \$3.00 per day travel allowance.

C. For employees reporting for work at Ford Road Booster Station - \$1.50 per day travel allowance.

D. For employees assigned to Lake Huron Station - \$18 per day travel allowance. Employees permanently assigned to Lake Huron Station shall be ineligible for this payment 18 months after their assignment to this location.

4. Accident Payments

When an employee is involved in an accident while on City business resulting in damage to his automobile in excess of \$50, the City will pay for unrecoverable collision damage in excess of \$50 not to exceed \$250.00. 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.

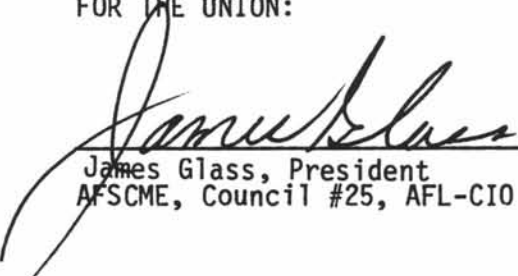
5. In the event of an automobile breakdown during regular working hours, the time which an employee is allowed for servicing and repairing his automobile is to be determined in supplemental agreements.

6. 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.

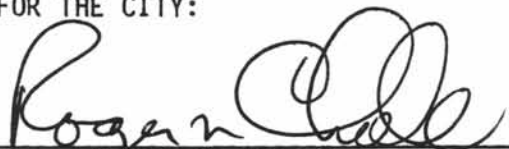
7. In order to receive mileage reimbursement an employee must actually use an automobile on City business.

Dated this 24<sup>th</sup> day of May, 1990.

FOR THE UNION:

  
James Glass, President  
AFSCME, Council #25, AFL-CIO

FOR THE CITY:

  
Roger N. Cheek, Director  
Labor Relations Division

MEMORANDUM OF UNDERSTANDING BETWEEN  
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COUNTY AND MUNICIPAL EMPLOYEES  
MICHIGAN COUNCIL 25, AFL-CIO

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Re: Procedure for Reducing the Backlog of Grievances which Arose Under the 1983-89 Master Agreements

During negotiations to reach agreement on a contract to replace the Master Agreement which expired June 30, 1989, discussions arose regarding reduction of the backlog of grievances which had arisen under the Contract. What follows is a procedure agreed upon by the parties to accomplish that end, to begin thirty (30) days after the signing of the new Master Agreement.

1. Council 25, AFSCME and the City of Detroit Labor Relations Division will develop separate lists, by department, of the unresolved grievances which arose under the 1983-89 Master Agreements.
2. The parties will meet and reconcile any discrepancies between those two lists, producing a single list.
3. Attempts will be made to group grievances by issue.
4. Grievances of employees who have been discharged and such discharge is not the subject of one of the unresolved grievances shall be purged from the list.
5. Grievances involving disciplinary action which is more than fourteen (14) months old will be examined to determine (1) if there has been subsequent disciplinary action and (2) if not, explore the feasibility of withdrawing the disciplinary action or otherwise settling the grievance.
6. Consult with department representatives to determine if settlements can be made of the grievances which survive steps 3, 4, & 5 above.
7. The parties will examine the remaining grievances and remove those which either party, for whatever reason, doesn't wish to be submitted to a mediator for a mini-hearing and an advisory opinion.

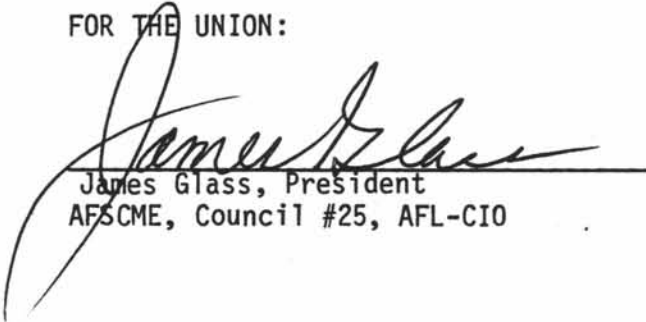
The mini-hearing will involve only opening and closing statements and submission of documentary evidence, unless otherwise mutually agreed by the parties.

The decision of the mediator shall be an advisory opinion only and shall be binding upon neither party.

8. The remaining grievances will be submitted to a mediator for a mini-hearing and advisory opinion which is not binding upon either party.
9. The Mediator's opinion will be either accepted by both parties or rejected by either or both parties.
10. Those grievances which were excluded from the advisory mediation process and those which were included in the advisory mediation process but the mediator's advisory opinion was rejected by either or both parties will then be scheduled for an appropriate hearing by an umpire or an arbitrator, under the provisions of the 1983-89 AFSCME Master Agreement. The threshold issue of timeliness of any grievance scheduled for an appropriate hearing shall be decided by the umpire or arbitrator selected to hear the grievance.
11. Any grievance or management action which precipitated a grievance may be withdrawn at any point in the process.

Dated this 24<sup>th</sup> day of May, 1990.

FOR THE UNION:

  
James Glass, President  
AFSCME, Council #25, AFL-CIO

FOR THE CITY:

  
Roger N. Cheek, Director  
Labor Relations Division

MEMORANDUM OF UNDERSTANDING BETWEEN  
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MICHIGAN COUNCIL 25, AFL-CIO

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Re: Skilled Trades

The City of Detroit and Michigan Council 25 of the American Federation of State, County and Municipal Employees agree that the classifications listed below are to be considered as Skilled Trades:

Air Equipment Mechanic  
Auto Electric Mechanic  
Auto Painter and Stripper  
Auto Repair Sub-Foreman  
Dental Technician  
Electrical Repair Worker - Shop  
Electrical Systems Control Instrument Technician  
General Auto Body Mechanic  
General Auto Mechanic  
General Blacksmith  
General Machinist  
General Maintenance Mechanic - Zoological Park  
General Welder  
Gun and Locksmith  
Machinist Sub-Foreman  
Offset Printer  
Plant Maintenance Mechanic  
Radio Maintenance Technician  
Refrigeration Mechanic  
Senior Electrical Operator  
Senior Gun and Locksmith  
Senior Sewage Plant Operator  
Senior Water Plant Operator  
Sewage Plant Operator  
Street Lighting Maintenance Worker  
Trolley Car Repair Worker  
Water Plant Operator  
Water Systems Control Instrument Technician  
Water Systems Control Operator  
Water Systems Equipment Mechanic

1. TOOL ALLOWANCE:

An annual tool allowance will be provided to cover replacement of tools due to normal wear, tear and loss. The amounts of the tool allowance shall be in accordance with the following schedule:

General Maintenance Mechanic-Corrections	\$150.00 per year
Electrical Repair Worker - Shop	102.00 per year
Water Systems Equipment Mechanic	150.00 per year
General Automotive Mechanic	150.00 per year
General Maintenance Mechanic-Zoological Park	150.00 per year
Auto Electric Mechanic	102.00 per year
General Auto Body Mechanic	150.00 per year
General Machinist	102.00 per year
Gun and Locksmith	51.00 per year
Senior Gun and Locksmith	51.00 per year
Auto Mechanic	78.00 per year
Water Systems Control Instrument Technician	150.00 per year
Electrical Systems Control Instrument Technician	150.00 per year
Trolley Car Repair Worker	150.00 per year
Radio Maintenance Technician	51.00 per year
Blacksmith	51.00 per year
Plant Maintenance Mechanic	150.00 per year

The tool allowance will be paid to all employees in the above classes who are on the payroll on September 1, 1989, September 1, 1990 and September 1, 1991. Payment will be made as soon as possible after that date.

## 2. TOOL ALLOWANCE - APPRENTICES:

The City agrees to pay Automotive Repair Apprentices, General Machinist Apprentices, Electrical Systems Control Instrument Technician Apprentices and Water Systems Control Instrument Technician Apprentices a tool allowance as follows:

Beginning 1st 6 months	\$150.00
3rd 6 months	90.00
5th 6 months	90.00
7th 6 months	90.00

## 3. APPRENTICE RATES:

Apprentice classes represented by Council 25 will have their rates on the Journeyman maximum rate as follows:

	1st 6 Mos.	2nd 6 Mos.	3rd 6 Mos.	4th 6 Mos.	5th 6 Mos.	6th 6 Mos.	7th 6 Mos.	8th 6 Mos.
2 year apprenticeship	65%	75%	85%	90%				
4 year apprenticeship	65%	70%	75%	80%	85%	90%	95%	95%

The Apprenticeship/Journeyman Relationship is as Follows:

Length of Apprenticeship	Apprenticeship
4 YEARS General Automotive Mechanic	Auto Repair Apprentice
4 YEARS General Machinist	Machinist Apprentice
2 YEARS Water Plant Operator	Water Plant Operator Apprentice
4 YEARS Water Systems Control Instrument Technician	Water Systems Control Instrument Technician Apprentice
4 YEARS Electrical Systems Control Instrument Technician	Electrical Systems Control Instrument Technician Apprentice
2 YEARS Sewage Plant Operator	Sewage Plant Apprentice

4. CLOTHING ALLOWANCE:

Skilled trades classifications shall receive an annual clothing allowance of \$85.00 per year.

5. BREAK-IN PERIOD:

When a journeyman is transferred to a new assignment or equipment which requires the acquisition of further technical knowledge or application of new skills, the journeyman will be allowed a sufficiently reasonable amount of time to familiarize himself with the assignment or the equipment.

6. JOINT STUDY COMMITTEE:

Apprenticeship Program  
In-Series Classifications Related to Journeyman Classes

It is mutually agreed between the City of Detroit and AFSCME, Council 25 that within ninety (90) days after the effective date of the Master Agreement, the City will meet with AFSCME, Council 25 and Skill Trades Committee Representatives to review the current apprenticeship program and the impact of other methods used to train upgrade persons to Journeyman classes. Discussion of current class specifications shall be included as part of this review.



The committee shall consist of not more than four (4) members appointed by the Staff Representative of Council 25, and not more than four (4) members by the City's Personnel Director.

The committee shall meet at mutually agreeable times and places for discussion and preparation of reports, and recommendations on the subjects considered. Recommendations and Reports will be forwarded to the Personnel Department Director, Apprentice Training Coordinator, and Council 25, Region One Coordinator.

It is agreed that the City will review all proposed recommendations. Those recommendations determined to be economically feasible will be considered for implementation.

7. FEASIBILITY STUDY FOR APPRENTICESHIP PROGRAMS:

It is mutually agreed between the City of Detroit and AFSCME, Council 25, that within ninety (90) days after the effective date of the Master Agreement, the City will meet with AFSCME, Council 25, and Skilled Trades Committee representatives to study the feasibility of developing apprenticeship programs for the following classes:

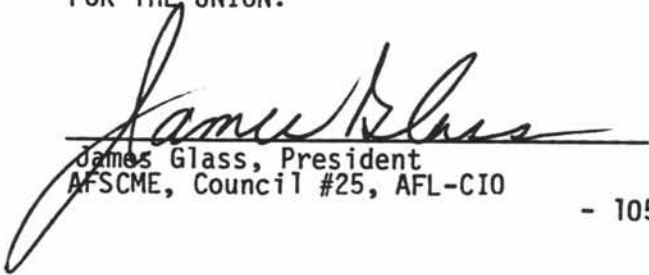
- General Blacksmith
- General Auto Body Mechanic
- Radio Maintenance Technician
- Refrigeration Mechanic
- Plant Maintenance Mechanic

If it is agreed that the need for such apprenticeship(s) exist, the City of Detroit Training Division, in conjunction with Council 25 Skilled Trades Committee representatives, will seek to have adopted appropriate apprentice classifications and specifications, and make application for approval of said apprenticeship programs to United States Department of Labor Bureau of Apprenticeship.

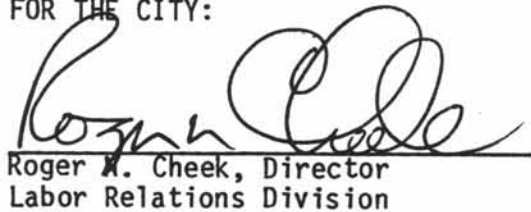
The Union acknowledges that the above language in no way diminishes the right of the City to unilaterally establish new classifications and in no way abridges the right of the City and its individual departments to determine their level of participation in any and all apprenticeship programs.

Dated this 24<sup>th</sup> day of May, 1990.

FOR THE UNION:

  
James Glass, President  
AFSCME, Council #25, AFL-CIO

FOR THE CITY:

  
Roger M. Cheek, Director  
Labor Relations Division

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF DETROIT AND  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
MICHIGAN COUNCIL 25, AFL-CIO

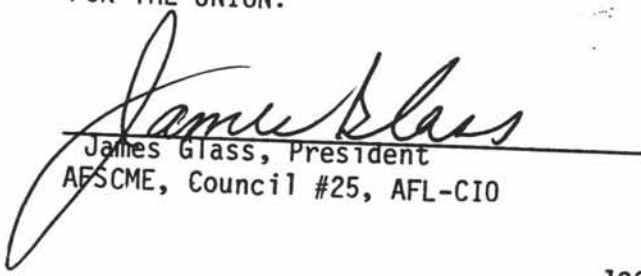
RE: Staff Representatives

City employees not to exceed twelve (12), who are staff representatives of Michigan Council 25 of the American Federation of State, County and Municipal Employees, AFL-CIO, who primarily service City workers covered under the terms and conditions of collective bargaining agreements with the City of Detroit will operate within the following financial arrangements and conditions.

1. Michigan Council 25 will reimburse the City for their salary equal to their last official classification. Overtime, vacation, bonus vacation, holidays, funeral leave, and other excused time will be the obligation of Council 25. The Council will reimburse the City on a 2080 hour basis less any sick leave used and reported.
2. Except for the provisions of subsection (1) above, the City will provide for the following fringe benefits in the same manner and extent provided for employees assigned regular City service: Pension Benefits, Death Benefits, Optional Life Insurance, Social Security, Worker's Compensation, Longevity, Lay-off Benefits, Eye-Care Program, Retirement - Sick Leave, Income Protection Insurance, and Hospitalization.
3. As the need arises after the effective date of this agreement, additional staff representatives may be requested, and the Labor Relations Director may recommend their coverage as above, as the need exists, subject to the legally required approval of the City Council.
4. Except as specifically stated above, the Union agrees to reimburse the City for any legal liability incurred as a result of this agreement.

Dated this 24<sup>th</sup> day of May, 1990.

FOR THE UNION:

  
James Glass, President  
AFSCME, Council #25, AFL-CIO

FOR THE CITY:

  
Roger N. Cheek, Director  
Labor Relations Division

MEMORANDUM OF UNDERSTANDING BETWEEN  
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AMERICAN FEDERATION OF STATE,  
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MICHIGAN COUNCIL 25, AFL-CIO

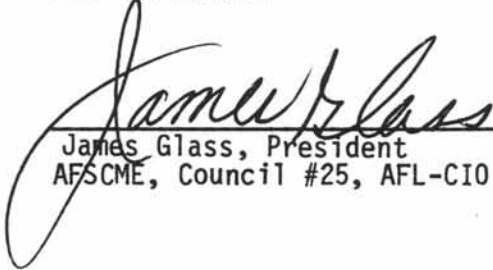
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RE: Supplemental Agreements with Department of Transportation Local  
#214 and #312


Because Locals #214 and #312 have had separate contracts over the years, they shall have the right to negotiate supplemental agreements even as regards some areas which might be covered by the Master Agreement.

Dated this 24<sup>th</sup> day of May, 1990.

FOR THE UNION:

  
James Glass, President  
AFSCME, Council #25, AFL-CIO

FOR THE CITY:

  
Roger M. Cheek, Director  
Labor Relations Division

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF DETROIT AND  
AMERICAN FEDERATION OF STATE,  
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MICHIGAN COUNCIL 25, AFL-CIO

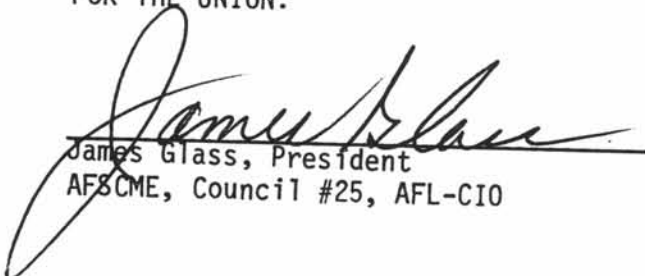
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RE: Technological Changes

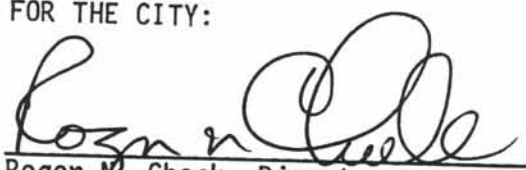
The parties recognize that technological changes in operations may occur during the life of the contract. Whenever such changes occur, a Special Conference with the appropriate departmental and bargaining unit representatives shall be scheduled to discuss the impact on the bargaining unit. Proper subjects for discussions shall include the retraining, retention and displacement of bargaining unit members affected by such changes.

Dated this 24<sup>th</sup> day of May, 1990.

FOR THE UNION:

  
James Glass, President  
AFSCME, Council #25, AFL-CIO

FOR THE CITY:

  
Roger N. Cheek, Director  
Labor Relations Division

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF DETROIT AND  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
MICHIGAN COUNCIL 25, AFL-CIO

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Re: Time on Surveys

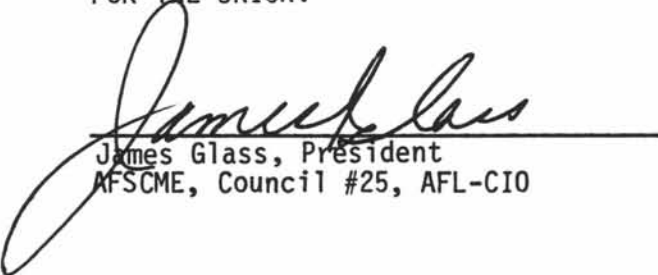
Council 25 has stated in negotiations their displeasure with the length of time required to complete some of the classification surveys requested in the past.

The Personnel Department is aware that some surveys have been delayed and further, that undue delays cause problems for the employees, the City and the employee representatives.

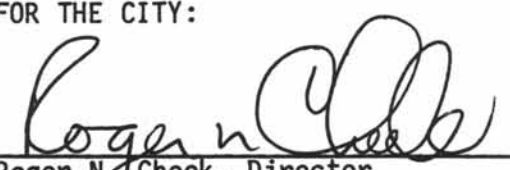
With this in mind, the Personnel Department Classification Division will endeavor to complete single position surveys within ninety (90) days from the receipt of the completed questionnaire description. If for some reason a delay of more than ninety (90) days is caused, the Union will be advised as to the reasons and cause of the delay.

Dated this 24<sup>th</sup> day of May, 1990.

FOR THE UNION:

  
James Glass, President  
AFSCME, Council #25, AFL-CIO

FOR THE CITY:

  
Roger N. Cheek, Director  
Labor Relations Division

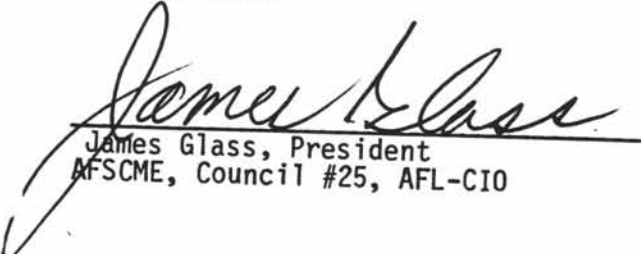
MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF DETROIT AND  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
MICHIGAN COUNCIL 25, AFL-CIO

Re: 1992 Negotiations

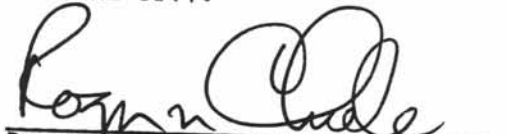
1. It is agreed that, beginning May 1, 1992, if a Local Union President is occupied with Master Agreement negotiations, the Local Union may be represented by a person designated by the Local Union President at grievance hearings, Special Conferences, and Supplemental Contract negotiations. The Local Union President shall submit, in writing, the name of such designated representative prior to May 1, 1992.
2. It is agreed that Section B(2) of the Memorandum of Understanding of Local Union Presidents shall be amended so that vacation time for the current Presidents which was credited on or after July 1, 1991 may be carried over to July 1, 1992 provided that total vacation accumulation shall not exceed forty (40) days on that date. It is also understood that any vacation carried over into the 1992-93 fiscal year will be liquidated within that fiscal year along with any other vacation which must be liquidated under the terms of the Memorandum of Understanding.
3. It is agreed that negotiations on the Non-Supervisory Unit Master Agreement shall take place at a mutually agreed upon location.
4. The City agrees to prepare weekly status reports on Supplemental Negotiations at regular intervals.
5. The parties reserve the right to mutually modify the provisions of this Memorandum of Understanding.

Dated this 24<sup>th</sup> day of May, 1990.

FOR THE UNION:

  
James Glass, President  
AFSCME, Council #25, AFL-CIO

FOR THE CITY:

  
Roger N. Cheek, Director  
Labor Relations Division



MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF DETROIT AND  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
MICHIGAN COUNCIL 25, AFL-CIO

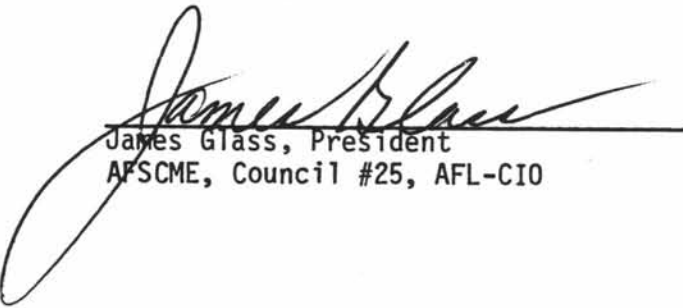
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Re: Defense and Indemnification of Employees Against Damage Suits,  
Claims, etc.


The parties acknowledge that the current City policy regarding the defense of and indemnification of employees against damage suits, claims, etc. is set forth in the Detroit City Code Chapter 13, Article 11.

Dated this 24<sup>th</sup> day of May, 1990.

FOR THE UNION:

  
James Glass, President  
AFSCME, Council #25, AFL-CIO

FOR THE CITY:

  
Roger N. Cheek, Director  
Labor Relations Division

MEMORANDUM OF UNDERSTANDING BETWEEN  
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COUNTY AND MUNICIPAL EMPLOYEES  
MICHIGAN COUNCIL 25, AFL-CIO

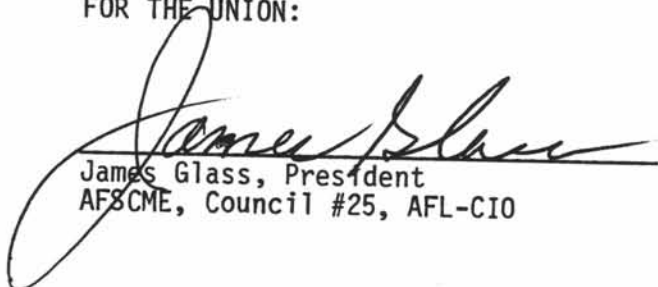
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RE: Former Community Nutrition Workers

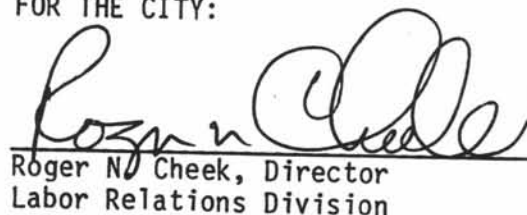
The parties hereby acknowledge the settlement terms of Civil Action No. 87-706099-AW and incorporate by reference its terms. Since the terms of that Settlement clearly describe a certain level of benefits entitlement and seniority rights that might not be apparent from the main terms of the Labor Agreement, as regards the employees covered by the Settlement, any disputes as to the interpretation or application of the general contract language terms and to the extent the provisions of the Settlement are implicated, shall be resolved on the basis of application of the specific language of the Settlement.

Dated this 24<sup>th</sup> day of May, 1990.

FOR THE UNION:

  
James Glass, President  
AFSCME, Council #25, AFL-CIO

FOR THE CITY:

  
Roger N. Cheek, Director  
Labor Relations Division

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF DETROIT AND  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
MICHIGAN COUNCIL 25, AFL-CIO

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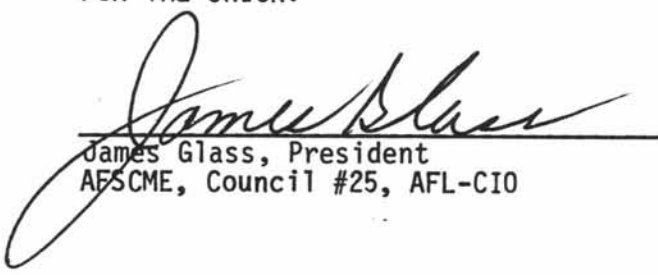
RE: Adoption of a Cafeteria Plan

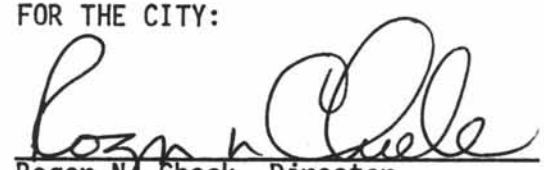
During the course of negotiations, the Union proposed that the City adopt a Cafeteria Benefit Plan approach to the administration of fringe benefits. The Union indicated a desire to explore ways to find a plan which would be cost neutral and acceptable to the City. Accordingly, the City agrees to meet at mutually agreeable times during the term of the 1989-92 Master Agreement to consider the Union's presentation.

Dated this 24<sup>th</sup> day of May, 1990.

FOR THE UNION:

FOR THE CITY:

  
James Glass, President  
AFSCME, Council #25, AFL-CIO

  
Roger N. Cheek, Director  
Labor Relations Division

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF DETROIT AND  
AMERICAN FEDERATION OF STATE,  
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MICHIGAN COUNCIL 25, AFL-CIO

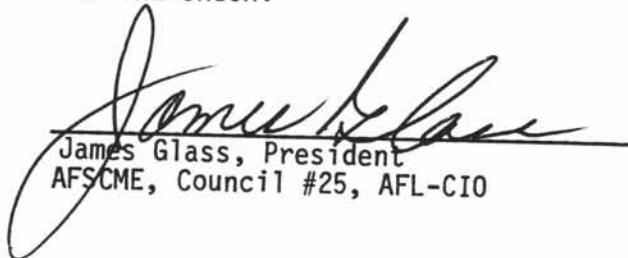
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Re: Delays in Processing Out-of-Class Payments

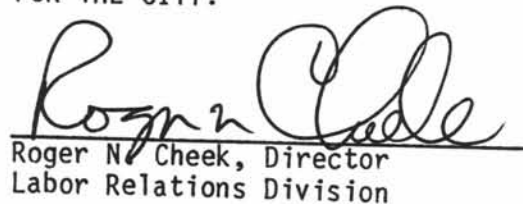
During the course of 1989-92 negotiations the Union indicated a general dissatisfaction with the amount of time required to process payments for out-of-class work assignments. The City indicated that excessive delays should not occur routinely and that if specific problems are identified, the Labor Relations Division will promptly investigate and recommend appropriate action. Further, with the development of the new personnel/payroll system, the procedures for out-of-class payments will be analyzed so that new procedures may be developed to address this problem.

Dated this 24<sup>th</sup> day of May, 1990.

FOR THE UNION:

  
James Glass, President  
AFSCME, Council #25, AFL-CIO

FOR THE CITY:

  
Roger N. Cheek, Director  
Labor Relations Division



---

Personnel Department  
Labor Relations Division  
304 City-County Building  
Detroit, Michigan 48226  
(313) 224-3860

Coleman A. Young, Mayor  
City of Detroit

October 27, 1989


Mr. James Glass, President  
AFSCME, Michigan Council 25  
1034 N. Washington  
Lansing, Michigan 48906

**RE: Building Trades Classifications - Department of Transportation**

Dear Mr. Glass:

In accordance with the understanding reached during the Master Contract negotiations, the City agrees to pay Department of Transportation Building Trades classifications represented by the American Federation of State, County and Municipal Employees, the same rate of pay established by the City of Detroit for identical classifications represented by the Building Trades bargaining unit for the term of the new Agreement.

Sincerely,

  
Roger M. Cheek  
Labor Relations Director



---

Personnel Department  
Labor Relations Division  
304 City-County Building  
Detroit, Michigan 48226  
(313) 224-3860

Coleman A. Young, Mayor  
City of Detroit

October 27, 1989

Mr. James Glass, President  
AFSCME, Michigan Council 25  
1034 N. Washington  
Lansing, Michigan 48906

Re: Child Care Program Study

Dear Mr. Glass:

During the course of negotiations, the Union stated the view that a Child Care Program available to its members would be a desirable objective. To this end, the Union expressed an interest in exploring this matter in detail and preparing a feasibility study.

The City has agreed to review any reports submitted by the Union and to meet in Special Conference with the Union to discuss the findings and recommendations contained in such reports.

Sincerely,

Roger A. Cheek  
Labor Relations Director





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*Personnel Department  
Labor Relations Division  
304 City-County Building  
Detroit, Michigan 48226  
(313) 224-3860*

*Coleman A. Young, Mayor  
City of Detroit*

October 27, 1989


Mr. James Glass, President  
AFSCME, Michigan Council 25  
1034 N. Washington  
Lansing, Michigan 48906

Re: Discussions on Classification Questions

Dear Mr. Glass:

The Personnel Department Classification staff is agreeable to meet with Michigan Council 25 representatives at a mutually agreeable time to discuss all classification questions which have, in the past, been considered problems by Council 25 affiliated locals and which the Council feels are in need of correction.

Sincerely,

  
Roger M. Cheek  
Labor Relations Director



Personnel Department  
Labor Relations Division  
304 City-County Building  
Detroit, Michigan 48226  
(313) 224-3860

Coleman A. Young, Mayor  
City of Detroit

October 27, 1989

Mr. James Glass, President  
AFSCME, Michigan Council 25  
1034 N. Washington  
Lansing, Michigan 48906

Re: Eligibility Standards of Driving Assignments

Dear Mr. Glass:


This letter is intended to clarify the matter of eligibility of City employees to operate a motor vehicle on City business.

The "Eligibility Standards of Driving Assignments" issued by the City on March 3, 1972 was made applicable to all City employees. These eligibility standards indicate those circumstances under which an employee will no longer be permitted to drive a city-owned motor vehicle or his own vehicle on City business because of suspension or revocation of driving privileges by the State of Michigan, accumulated driving violation points, and/or chargeable accidents while operating a City vehicle.

Although these standards on eligibility to operate a vehicle on City business apply to all employees, specific departmental action is required only in those situations where an employee becomes ineligible to drive and he/she is in a job classification which requires the employee to drive a vehicle in order to carry out the job duties of the classification. These departmental actions, except in the case of employees who knowingly drive a City vehicle with a license which has been suspended or revoked by the State of Michigan, on a public thorough-fare, are not intended to be disciplinary in nature, but rather to give employees reasonable opportunity to take appropriate action to restore their eligibility to drive on City business.

When non-driving work assignments are available and departmental operations are not adversely affected, reasonable efforts will be made and consideration will be given to reassigning ineligible employees without regard to seniority.

Sincerely,

  
Roger N. Cheek  
Labor Relations Director



---

Personnel Department  
Labor Relations Division  
304 City-County Building  
Detroit, Michigan 48226  
(313) 224-3860

Coleman A. Young, Mayor  
City of Detroit

October 27, 1989

Mr. James Glass, President  
AFSCME, Michigan Council 25  
1034 N. Washington  
Lansing, Michigan 48906

Re: Jurisdictional Disputes

Dear Mr. Glass:

Both the City and Council 25 recognize that jurisdictional disputes are basically between Unions. During 1986 negotiations, Council 25 discussed at great lengths jurisdictional disputes between their Union and other unions and the following classifications were mentioned as prime sources of friction:

Laborer A - Truck Driver/Vehicle Operator  
G.A.M. - CEO  
Building Inspector - Housing Inspector  
Mechanics - P.L.D.

The City agreed to do what it can by the special conference method to resolve these disputes between Council 25 and other City Unions.

The City Labor Relations Division is agreeable to honor a letter from Council 25 indicating those members of Council 25 who will serve on a standing Jurisdictional Committee representing Council 25 in such matters.

Sincerely,

  
Roger N. Cheek, Director  
Labor Relations Division



---

Personnel Department  
Labor Relations Division  
304 City-County Building  
Detroit, Michigan 48226  
(313) 224-3860

Coleman A. Young, Mayor  
City of Detroit

October 27, 1989

Mr. James Glass, President  
AFSCME, Michigan Council 25  
1034 N. Washington  
Lansing, Michigan 48906


Re: Labor/Management Committee

Dear Mr. Glass:

During negotiations, the City and the Union recognized and acknowledged the need for a forum in which the parties may better express and resolve mutual concerns.

Therefore, the parties agree that in each department supplement a Labor/Management Committee may be established to address any problems that may arise which may or may not be a provision of the Contract. The committee will consist of not more than three (3) representatives from the City, and not more than three (3) representatives from the Union, one (1) of which will be the Local Union President.

Sincerely,



Roger W. Cheek  
Labor Relations Director



Personnel Department  
Labor Relations Division  
304 City-County Building  
Detroit, Michigan 48226  
(313) 224-3860

Coleman A. Young, Mayor  
City of Detroit

October 27, 1989

Mr. James Glass, President  
AFSCME, Michigan Council 25  
1034 N. Washington  
Lansing, Michigan 48906

Re: Miscellaneous Time Off Provisions

Dear Mr. Glass:

During negotiations, the Union requested some clarification of City policies regarding situations when employees are to be released from their regular work duties for various reasons. These situations include appearances as a witness in courts or before government agencies, participation in City of Detroit examinations, sitting for examinations required by a government agency in order to maintain eligibility for City employment, and attendance at seminars and training programs required by the employing department.

A. Appearing as a witness in court or government agency:

1. 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).
2. 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.

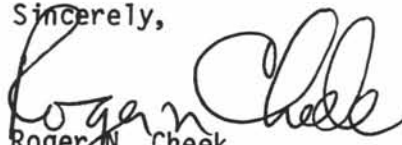
B. Participating in City of Detroit examinations:

1. 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.

2. 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.
- C. 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 departments. (This provision does not include driver license renewals).
- D. 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.

Sincerely,



Roger N. Cheek  
Labor Relations Director





---

Personnel Department  
Labor Relations Division  
304 City-County Building  
Detroit, Michigan 48226  
(313) 224-3860

Coleman A. Young, Mayor  
City of Detroit

October 27, 1989


Mr. James Glass, President  
AFSCME, Michigan Council 25  
1034 N. Washington  
Lansing, Michigan 48906

Re: Productivity Programs and Studies

Dear Mr. Glass:

This letter re-affirms the City's intentions to continue productivity programs and studies for the improvement of City services. In the event, however, the Union conducts a study comparable to the one conducted by the City which leads to conclusions contrary to those drawn in the City's study, the parties may agree to select an impartial third party to conduct an independent study of the subject matter in dispute and make operational recommendations.

Sincerely,

  
Roger N. Cheek  
Labor Relations Director



Personnel Department  
Labor Relations Division  
304 City-County Building  
Detroit, Michigan 48226  
(313) 224-3860

Coleman A. Young, Mayor  
City of Detroit

October 27, 1989

Mr. James Glass, President  
AFSCME, Michigan Council 25  
1034 N. Washington  
Lansing, Michigan 48906

RE: Unions' Pay Equity Study

Dear Mr. Glass:

In response to our recent conversations, the City of Detroit acknowledges Council 25's desire to determine if the City's compensation schedule is fair, equitable, and free of gender-based inequities.

The City does not believe that any wage rates in its compensation schedule are predicated upon gender considerations. However, the City agrees to provide statistical bargaining unit information in its possession to the Union, including wage data broken down by job title and sex.

Please be advised that the City does not consider itself to be a participant in the Union's proposed study and shall consider any findings or conclusions to be strictly informational or advisory. The City does agree to meet with representatives of Council 25 in Special Conference upon completion of the study to review and discuss the information assembled.

Sincerely,

Roger N. Cheek  
Labor Relations Director



---

Personnel Department  
Labor Relations Division  
304 City-County Building  
Detroit, Michigan 48226  
(313) 224-3860

Coleman A. Young, Mayor  
City of Detroit

October 27, 1989

Mr. James Glass, President  
AFSCME, Michigan Council 25  
1034 N. Washington  
Lansing, Michigan 48906

RE: Evaluation of Traditional Dental Care Providers

Dear Mr. Glass:

During the 1989 negotiations there was discussion between the parties concerning the possibility of changing the traditional dental carrier. As a result the City agrees that during the terms of the Contract, it will evaluate other traditional dental care providers. It is understood that before any such change is implemented, it must be mutually agreed to by the parties.

Sincerely,

Roger W. Cheek  
Labor Relations Director

EXHIBIT I  
CITY OF DETROIT  
AFSCME MICHIGAN COUNCIL 25  
NON-SUPERVISORY BARGAINING UNIT  
AND JULY 1, 1989 PAY RATES

- A. This Agreement covers certain non-supervisory non-confidential employees within various City departments as defined and listed below. Each unit includes those employees in the classifications listed, subject to the exclusions in each unit as noted in the Michigan Employment Relations Commission Unit Certifications and the unit descriptions in the voluntary recognition agreements.
- B. Michigan Council 25 shall represent all employees in the classifications listed in Exhibit I provided that employees in those classifications are not:
1. supervisory or confidential, including all employees of the Personnel Department (When persons in the Temporary Office Service pool work outside of the Personnel Department of the offices of the Mayor, City Council, or City Clerk they shall pay agency shop fees in accordance with Article 4);
  2. in classifications represented by another labor organization;
  3. employed in the offices of the Mayor, City Clerk, City Council, or Personnel Department.
- C. Unless footnoted otherwise, the classifications listed in this section are represented by Michigan Council 25 on a City-wide basis except in the Personnel Department and the offices of the Mayor, City Clerk and City Council.

<u>CLASSIFICATION</u> <u>CODE</u>	<u>TITLE</u>	<u>RATES JULY 1, 1989</u> <u>MINIMUM - MAXIMUM</u>
71-90-30	Air Equipment Mechanic	13.535 - 13.950
53-50-22	Animal Trainer-Chimpanzees	9.720 - 10.975
53-50-24	Animal Trainer-Marine Animals (L)	9.720 - 10.975
61-20-33	Asphalt Finisher	9.705 - 10.820
71-13-21	Asphalt Plant Attendant	9.120 - 10.200
51-20-21	Assistant Floriculturist	8.970 - 10.030
53-30-11	Assistant Greenskeeper	9.785 - 10.910
14-40-11	Assistant Mechanical Engineer (K)	25,636 - 27,346
41-80-15	Assistant Neighborhood Services Representative	13,929 - 20,423
03-73-26	Assistant Offset Printer	19,758 - 21,960
19-50-21	Assistant Sewer Safety Inspector	21,050 - 23,905
05-50-11	Assistant Storekeeper (P)	15,226 - 20,563
61-72-11	Assistant Water Systems Investigator	9.515 - 10.725
53-55-11	Assistant Zookeeper	8.850 - 9.945
82-55-11	Assistant Zookeeper - Special Service	8.850 - 9.945
72-35-31	Auto Electric Mechanic	13.535 - 13.705
72-31-31	Auto Mechanic	9.045 - 10.110
72-41-33	Auto Painter and Striper	13.085 - 13.085

CLASSIFICATION

CODE

TITLE

RATES JULY 1, 1989

MINIMUM - MAXIMUM

72-31-11	Auto Repair Helper	8.950 - 9.995
72-31-41	Auto Repair Sub-Foreman (U)	13.270 - 14.670
72-31-01	Automotive Repair Apprentice	8.495 - 12.405
63-10-23	Automotive Service Attendant	8.980 - 10.035
54-10-51	Bath House Manager - Summer Program	24,433 - 28,401
01-20-18	Biomedical Coding Clerk	18,982 - 23,515
71-31-11	Blacksmith Helper	9.040 - 10.100
72-60-36	Body Upholsterer	10.030 - 11.345
74-40-31	Boiler and Furnace Repair Worker (K)	15.705 - 17.455
19-95-21	Boiler Inspector (A)	TRI-PARTITE
04-30-31	Bookkeeper	15,789 - 21,883
02-20-27	Bookkeeping Machine Clerk - Numeric	15,714 - 22,051
02-20-28	Bookkeeping Machine Clerk-Typewriter-Numeric	15,714 - 22,051
62-40-43	Bricklayer - General (K)	15.740 - 17.485
63-10-13	Building Attendant-A (M)	14,492 - 19,924
63-10-11	Building Cleaner - Interim (M)	14,492 - 19,924
19-92-21	Building Inspector (A)	TRI-PARTITE
62-10-14	Building Trades Helper (K)	8.950 - 10.080
62-10-30	Building Trades Worker - Carpentry (K)	10.205 - 11.670
62-10-31	Building Trades Worker - General (K)	10.205 - 11.670
02-10-21	Calculating Machine Operator	14,772 - 20,168
41-22-15	Child Development Clerk Assistant-Head Start	15,363 - 20,546
71-90-21	Civic Center Facilities Worker	9.275 - 10.390
82-64-21	Civic Center Facilities Worker-Special Service	9.025 - 10.140
01-20-21	Clerk	14,591 - 20,018
82-01-16	Clerk-Part Time-Special Service	6.885 - 8.270
22-10-11	Clinic Nurse	25,136 - 27,675
22-10-14	Clinic Nurse-Veneral Disease	26,696 - 29,235
63-10-14	Coach Service Attendant	8.410 - 9.790
63-10-26	Comfort Station Attendant	14,727 - 20,054
63-10-22	Comfort Station Matron	14,727 - 20,054
09-91-61	Commercial Accounts Investigator	23,920 - 24,752
41-42-45	Community Action Center Counselor	15,027 - 20,400
41-42-06	Community Aid-Cultural Arts Program	7.630 - 9.020
41-42-01	Community Aid-General	7.630 - 9.020
41-42-05	Community Aid-Home Services	7.630 - 9.020
41-42-02	Community Aid - Recreation	7.630 - 9.020
41-42-03	Community Aid - Spanish Speaking	7.630 - 9.020
09-30-15	Community Health Assistant	15,071 - 20,753
24-23-09	Community Nutrition Assistant	16,657 - 17,609
24-23-07	Community Nutrition Helper	14,212 - 16,441
41-80-06	Community Program Helper-General	13,690 - 18,488
41-80-03	Community Program Helper - Housing Projects	13,690 - 18,488
41-80-02	Community Program Helper - Spanish Speaking	13,690 - 18,488
41-30-21	Community Services Assistant	21,989 - 27,849
41-39-37	Community Services Worker-American Indian	16,135 - 23,131
41-39-31	Community Services Worker-General	16,135 - 23,131
41-39-32	Community Services Worker-Spanish Speaking	16,135 - 23,131

<u>CLASSIFICATION</u> <u>CODE</u>	<u>TITLE</u>	<u>RATES JULY 1, 1989</u> <u>MINIMUM - MAXIMUM</u>
61-90-31	Concrete Finisher (B)	9.670 - 10.990
41-42-15	Counselor Aid	14,957 - 20,279
33-45-11	Court Guard	19,238 - 21,510
71-90-33	Cutting Tool Mechanic	10.030 - 11.345
02-50-21	Data Processing Equipment Operator	18,873 - 21,521
01-92-32	Data Processing Records Librarian	19,362 - 22,385
01-20-28	Delinquent Water Bill Collector	21,932 - 24,700
72-20-21	Delivery-Driver	9.100 - 10.280
23-10-11	Dental Clinic Assistant	17,455 - 19,844
82-23-01	Dental Clinic Assistant-Special Service	8.355 - 9.505
23-10-21	Dental Technician	21,405 - 25,223
19-30-05	Drafting Technician I (H)	18,629 - 21,516
19-30-13	Drafting Technician II (H)	21,474 - 24,738
19-30-23	Drafting Technician III (H)	25,274 - 27,728
02-70-31	Duplicating Devices Operator	18,982 - 22,051
05-70-11	Election Service Worker	15,226 - 20,563
73-83-11	Electrical Helper (F)	9.005 - 10.080
73-83-38	Electrical Repair Worker-Shop	11.675 - 13.125
71-90-38	Electrical Systems Control Instrument Technician	15.120 - 15.120
71-90-02	Electrical Systems Control Instrument Technician Apprentice	9.840 - 14.365
19-95-23	Elevator Inspector (A)	TRI-PARTITE
54-10-15	Elevator Operations Assistant	14,922 - 20,598
54-10-13	Elevator Operator (P)	14,382 - 19,956
72-41-25	Equipment Painter	9.930 - 11.380
62-30-41	Finish Carpenter (K)	15.665 - 17.400
62-50-41	Finish Painter (K)	14.420 - 16.020
62-50-43	Finish Painter - Building Spray (K)	14.935 - 16.595
62-50-42	Finish Painter - Swing Stage (K)	14.935 - 16.595
71-90-35	Fire Alarm Service Worker	9.500 - 10.570
51-20-31	Floriculturist	10.045 - 11.375
63-10-15	Garage Attendant	8.680 - 9.760
72-90-11	Gas Station Attendant	8.705 - 9.790
72-55-31	General Auto Body Mechanic	13.950 - 13.950
72-31-38	General Auto Mechanic	13.535 - 13.705
71-31-33	General Blacksmith	11.025 - 12.260
71-33-41	General Machinist	15.120 - 15.120
71-11-39	General Maintenance Mechanic-Zoological Parks	12.925 - 12.925
71-50-33	General Welder (I)	12.450 - 13.765
71-54-21	Gun and Locksmith	11.235 - 12.680
19-95-25	Heating Equipment Inspector (A)	TRI-PARTITE
43-90-25	Historical Museum Preparator	20,835 - 24,096
71-31-31	Horseshoer	9.210 - 10.235
63-40-21	Housing Project Service Worker	9.085 - 10.165



CLASSIFICATION

CODE

TITLE

RATES JULY 1, 1989

MINIMUM - MAXIMUM

33-85-21	Identification Technician	20,234 - 23,464
33-85-11	Identification Technician Trainee	14,293 - 18,862
07-60-13	Instructor-Transportation Equipment Operation	22,594 - 25,453
04-73-28	Intermediate Money Handler	19,416 - 22,596
01-20-13	Junior Clerk	13,929 - 18,807
41-30-11	Junior Community Services Assistant	20,726 - 24,433
02-50-11	Junior Data Processing Equipment Operator	17,644 - 20,100
43-90-12	Junior Historical Museum Preparator	19,516 - 22,801
02-50-01	Junior Key Punch Operator	13,501 - 18,327
14-40-01	Junior Mechanical Engineer (K)	23,265 - 24,876
22-20-11	Junior Public Health Nurse	25,136 - 27,675
82-22-20	Junior Public Health Nurse - Special Service	12,090 - 13,310
45-20-15	Junior Recreation Instructor-Female	20,206 - 23,492
45-20-17	Junior Recreation Instructor-Male	20,206 - 23,492
26-20-21	Junior Sanitarian (E)	18,729 - 20,741
01-33-13	Junior Stenographer	14,064 - 19,081
01-31-11	Junior Typist	13,929 - 18,807
02-50-02	Key Punch Operator	14,591 - 20,009
61-91-07	Laborer A (N)	8.680 - 9.760
09-20-36	Legal Adjuster	21,039 - 24,742
09-20-32	Legal Investigator - Grade I	20,681 - 23,636
09-20-35	Legal Investigator - Grade II	21,627 - 24,158
01-33-25	Legal Secretary	19,075 - 22,051
22-25-11	Licensed Practical Nurse	18,131 - 20,844
19-95-30	Licenses Examiner - Mechanical (D)	TRI-PARTITE
19-30-14	Line Systems Investigator	25,139 - 27,212
71-33-21	Machine Operative	8.885 - 10.200
71-33-31	Machinist	9.815 - 11.250
71-33-01	Machinist Apprentice	9.840 - 14.365
71-33-47	Machinist Sub-Foreman	15.830 - 15.830
71-43-31	Maintenance Millwright (K)	15.350 - 17.050
62-60-51	Master Plumber (K)	18.100 - 18.100
71-20-11	Mechanical Helper - General (Q)	8.950 - 10.080
71-20-12	Mechanical Helper - Operation (Q)	8.950 - 10.080
22-30-12	Medical Attendant	14,562 - 19,945
24-31-17	Medical Laboratory Aid	14,793 - 20,274
24-31-21	Medical Laboratory Technician-General	19,655 - 22,759
22-25-15	Medications Licensed Practical Nurse	22,166 - 22,166
01-20-11	Messenger	13,431 - 18,074
61-90-35	Miner	9.975 - 11.220

<u>CLASSIFICATION</u> <u>CODE</u>	<u>TITLE</u>	<u>RATES JULY 1, 1989</u> <u>MINIMUM - MAXIMUM</u>
04-73-26	Money Handler	18,982 - 21,840
35-90-27	Motor Vehicle Dispatcher	20,999 - 22,370
63-30-17	Museum Guard	19,261 - 21,560
43-90-21	Museum Maintenance Worker	9.720 - 10.985
41-80-25	Neighborhood Services Representative	16,135 - 23,751
52-10-33	Nursery Artisan	10.045 - 11.375
24-50-21	Occupational Therapist	20,850 - 25,425
24-50-05	Occupational Therapy Aid (P)	18,841 - 21,172
03-73-37	Offset Printer	22,597 - 26,452
53-10-32	Park Development Sub - Foreman	10.620 - 11.875
53-10-11	Park Maintenance Helper	8.915 - 9.895
53-10-31	Park Maintenance Sub-Foreman	10.180 - 11.380
53-10-21	Park Maintenance Worker	9.400 - 10.455
04-73-23	Parking Meter Collections Assistant	9.170 - 10.250
01-20-27	Personal Property Tax Collector	20,292 - 23,269
01-20-25	Personnel and Payroll Clerk	18,408 - 20,986
22-50-21	Physician Assistant - General	23,242 - 28,503
61-70-24	Pitometer Technician	9.185 - 10.265
71-15-31	Plant Maintenance Mechanic	12.520 - 12.680
62-60-41	Plumber (K)	15.590 - 17.175
02-20-21	Posting Machine Operator-Numeric-Interim	14,772 - 20,182
02-20-22	Posting Machine Operator-Typewriter-Numeric	14,772 - 20,182
74-90-11	Power Plant Helper	8.885 - 9.930
01-20-41	Principal Clerk (K)	23,160 - 25,270
63-10-31	Principal Property Guard (K)	20,107 - 23,240
03-71-21	Print Shop Assistant	8.490 - 9.915
03-71-11	Printing Plant Bindery Helper	8.470 - 9.951
03-71-31	Printing Plant Bindery Worker	9.730 - 10.845
63-10-17	Property Guard (Q)	17,720 - 20,302
22-20-13	Public Health Nurse	28,195 - 30,612
82-22-21	Public Health Nurse - Special Service	13.560 - 14.720
42-90-31	Public Housing Aid	19,971 - 22,819
54-10-14	Public Service Attendant-General	17,411 - 19,956
54-10-11	Public Service Attendant-Merchandising	17,411 - 19,956
73-98-05	Radio Maintenance Helper	16,092 - 17,999
73-98-25	Radio Maintenance Technician	12.620 - 14.280
73-98-15	Radio Maintenance Worker	19,608 - 21,378
45-20-29	Recreation Area Instructor-Seasonal	24,270 - 28,101
45-20-21	Recreation Instructor-Female	21,515 - 26,218
45-20-23	Recreation Instructor-Male	21,515 - 26,218
45-30-24	Recreation Leader-Female	15,216 - 21,026
45-30-25	Recreation Leader-Male	15,216 - 21,026
19-95-27	Refrigeration Inspector (A)	TRI-PARTITE
71-90-37	Refrigeration Mechanic	15.020 - 15.020
71-20-30	Repair Mechanic (V)	9.280 - 10.510

CLASSIFICATIONCODETITLE

RATES JULY 1, 1989

MINIMUM - MAXIMUM

61-80-07	Sanitation Laborer	8.850 - 9.945
61-80-10	Sanitation Laborer - Operations	9.410 - 10.505
71-90-32	Saw Filer	9.775 - 11.070
04-20-21	Semi-Senior Accountant (K)	25,149 - 28,446
14-20-24	Senior Assistant Mechanical Engineer-Design (K)	28,200 - 31,985
04-30-41	Senior Bookkeeper (M)	20,013 - 23,775
63-10-29	Senior Building Attendant (T)	18,705 - 21,105
01-20-31	Senior Clerk	18,982 - 22,051
01-20-35	Senior Clerk/Teller	19,851 - 22,377
22-10-16	Senior Clinic Nurse	28,195 - 29,028
09-30-17	Senior Community Health Assistant	20,071 - 23,343
41-30-31	Senior Community Services Assistant	25,588 - 31,657
41-42-20	Senior Counselor Aid	20,071 - 23,618
09-60-25	Senior Electrical Meter Reader	19,845 - 22,516
35-90-19	Senior First Aid Attendant Clerk	19,525 - 22,687
51-20-37	Senior Floriculturist	10.775 - 12.060
25-85-41	Senior Forensic Technician (G)	26,613 - 28,567
71-54-31	Senior Gun and Locksmith	23,650 - 27,945
33-85-31	Senior Identification Technician	21,390 - 24,690
22-25-21	Senior Licensed Practical Nurse	22,670 - 22,670
04-73-36	Senior Money Handler	19,642 - 22,963
04-73-33	Senior Parking Meter Collections Assistant (C)	10.575 - 10.645
01-20-39	Senior Personnel and Payroll Clerk	20,586 - 24,474
61-70-34	Senior Pitometer Technician	9.775 - 10.985
63-10-18	Senior Property Guard (K)	18,870 - 21,855
22-20-22	Senior Public Health Nurse	28,715 - 31,652
82-22-22	Senior Public Health Nurse - Special Service	13.810 - 15.220
54-10-23	Senior Public Service Attendant - Elevator Operations (W)	19,374 - 22,021
54-10-22	Senior Public Service Attendant-General	19,374 - 22,021
71-20-32	Senior Repair Mechanic	9.785 - 11.085
26-20-37	Senior Sanitarian - Community & Industrial Hygiene (E)	19,884 - 24,071
26-20-31	Senior Sanitarian - Food (E)	19,884 - 24,071
74-61-41	Senior Sewage Plant Operator	29,410 - 30,742
01-33-31	Senior Stenographer	19,075 - 22,051
05-50-31	Senior Storekeeper (R)	20,032 - 23,922
61-20-31	Senior Street Maintenance Worker	9.705 - 10.820
45-90-33	Senior Swimming Instructor-Summer Program	23,475 - 27,344
02-60-26	Senior Telephone Operator	18,982 - 22,051
04-63-37	Senior Teller	20,335 - 23,697
35-90-34	Senior Transportation Emergency Dispatcher	21,479 - 26,627
35-30-28	Senior Transportation Schedule Maker	24,339 - 28,794
35-11-36	Senior Transportation Service Inspector	23,447 - 27,725
52-10-31	Senior Tree Artisan	10.220 - 11.375
01-31-31	Senior Typist (M)	18,982 - 22,051
09-60-31	Senior Water Meter Reader	21,381 - 24,180
73-54-45	Senior Water Plant Operator	29,410 - 30,742
61-75-35	Senior Water Systems Mechanic	10.040 - 11.380

CLASSIFICATION  
CODE

TITLE

RATES JULY 1, 1989  
MINIMUM - MAXIMUM

53-55-31	Senior Zookeeper	9.720 - 10.975
53-40-31	Senior Zoological Parks Landscaper	10.120 - 11.380
63-20-16	Service Guard - General (O)	9.260 - 10.365
63-20-17	Service Guard-Public Utility (S)	9.260 - 10.365
01-20-23	Service Information Clerk	18,048 - 20,986
74-61-21	Sewage Plant Attendant	9.120 - 10.200
74-61-11	Sewage Plant Helper	8.950 - 9.995
74-61-31	Sewage Plant Operator	25,602 - 26,520
74-61-26	Sewage Plant Operator Apprentice	8.305 - 11.495
19-50-11	Sewage Safety Helper	19,620 - 21,962
71-40-41	Sheet Metal Worker (K)	14.990 - 16.655
62-90-41	Sign Painter (K)	15.665 - 17.400
41-21-21	Social Counselor (G)	19,099 - 24,267
41-80-01	Social Services Aid	14,159 - 19,433
41-80-13	Social Services Aid - American Indian	14,159 - 19,433
41-80-11	Social Services Aid - Spanish Speaking	14,159 - 19,433
41-20-21	Social Worker	22,106 - 28,671
51-10-11	Stable Attendant	17,979 - 20,410
62-70-41	Steamfitter (K)	15.410 - 16.825
01-33-21	Stenographer	14,772 - 20,182
05-50-21	Storekeeper (P)	19,165 - 22,045
73-99-11	Street Lighting Maintenance Assistant	9.355 - 10.570
73-99-05	Street Lighting Maintenance Trainee	9.045 - 10.105
73-99-23	Street Lighting Maintenance Worker	11.045 - 12.300
61-20-11	Street Maintenance Helper	9.110 - 10.115
61-20-21	Street Maintenance Worker	9.630 - 10.730
45-30-01	Student Recreation Instructor-Female	15,730 - 21,605
45-30-02	Student Recreation Instructor-Male	15,730 - 21,605
41-45-05	Substance Abuse Counselor	16,135 - 22,693
45-90-21	Swimming Instructor	22,555 - 26,218
01-91-10	Technical Aid - Accounting (K)	19,971 - 22,937
01-91-11	Technical Aid - Business Administration (K)	19,971 - 22,937
01-91-14	Technical Aid - General Science (E)	19,971 - 22,937
01-91-15	Technical Aid - Social Science	19,971 - 22,937
01-31-62	Telecommunications Operator (G)	15,812 - 21,323
02-60-21	Telephone Operator (P)	14,435 - 20,009
04-63-31	Teller	16,016 - 22,780
71-31-21	Tool Dresser	9.675 - 11.045
35-90-16	Traffic Checker	18,318 - 20,631
71-90-11	Transfer Station Attendant	9.120 - 10.200
09-91-48	Transportation Complaint Investigator	20,076 - 22,894
35-90-32	Transportation Emergency Dispatcher	24,487 - 28,765
35-90-17	Transportation Information Clerk	18,982 - 21,840
35-30-26	Transportation Schedule Maker	23,601 - 27,725
35-90-46	Transportation Service Investigator	21,479 - 25,940
35-15-25	Transportation Station Worker	22,351 - 24,717
35-13-26	Transportation Terminal Assistant	22,199 - 25,604

CLASSIFICATION  
CODE

TITLE

RATES JULY 1, 1989  
MINIMUM - MAXIMUM

35-13-36	Transportation Terminal Supervisor	23,447 - 27,725
35-90-35	Transportation Timekeeper	20,892 - 24,204
52-10-21	Tree Artisan	9.535 - 10.685
52-10-13	Tree Artisan Helper	8.760 - 9.790
72-33-21	Trolley Car Repair Worker	13.305 - 13.705
01-31-21	Typist (M)	14,591 - 20,018
61-60-11	Underground Conduit Construction Helper	8.890 - 9.935
61-60-41	Underground Conduit Construction Sub-Foreman	10.095 - 11.380
61-60-31	Underground Conduit Installer	9.250 - 10.455
63-32-21	Vermin Exterminator	9.700 - 10.965
63-32-31	Vermin Exterminator-Sub-Foreman	21,544 - 24,061
24-32-24	Vision and Hearing Tester	16,730 - 20,690
82-24-14	Vision and Hearing Tester-Special Service	8.200 - 9.580
02-10-27	Water Billing Audit Clerk	19,272 - 22,051
71-22-21	Water Meter Mechanic	10.375 - 11.085
09-60-22	Water Meter Reader	19,014 - 22,051
71-22-11	Water Meter Worker	9.280 - 10.510
73-54-13	Water Plant Attendant - Grade I	9.375 - 10.610
73-54-24	Water Plant Attendant - Grade II	9.635 - 10.930
75-54-38	Water Plant Operator	25,602 - 26,520
73-54-01	Water Plant Operator Apprentice	8.305 - 11.495
71-90-40	Water Systems Control Instrument Technician	15.120 - 15.120
71-90-03	Water Systems Control Instrument Technician Apprentice	9.840 - 14.365
74-70-41	Water Systems Control Operator	27,349 - 32,325
71-90-28	Water Systems Equipment Mechanic	10.650 - 11.975
61-75-06	Water Systems Helper	8.890 - 9.935
61-72-21	Water Systems Investigator	9.975 - 11.410
25-20-13	Water Systems Laboratory Aid	8.925 - 10.035
61-75-31	Water Systems Mechanic	9.430 - 10.675
61-75-21	Water Systems Repair Worker	9.195 - 10.300
61-75-11	Water Systems Worker	9.075 - 10.225
63-10-27	Window Cleaner (P)	9.075 - 10.165
09-20-33	Worker's Compensation Adjuster	21,055 - 25,259
24-35-11	X-Ray Technician	19,791 - 22,965
19-90-34	Zoning Inspector - Zoning Appeals (A)	TRI-PARTITE
53-55-21	Zookeeper	9.280 - 10.515
53-40-21	Zoological Parks Landscaper	9.945 - 11.170



Footnotes to Special representation limitations:

- (A) Noneconomics ONLY
- (B) Dual titled with another AFSCME represented title ONLY
- (C) Dual titled with Parking Meter Collections Assistant ONLY
- (D) Buildings and Safety Engineering ONLY
- (E) Health ONLY
- (F) Housing ONLY
- (G) Police ONLY
- (H) Public Lighting and Department of Transportation ONLY
- (I) Departments of Public Lighting, Public Works, Recreation (excluding Belle Isle Carpentry Shop), Transportation, and Water ONLY
- (J) ONLY in Department of Public Works and Detroit-Wayne Joint Building Authority
- (K) Department of Transportation ONLY
- (L) Zoological Park ONLY
- (M) EXCEPT Airport
- (N) EXCEPT Airport, Health, Department of Transportation (Sign Shop)
- (O) EXCEPT Airport and Health
- (P) EXCEPT Health
- (Q) EXCEPT Health and Department of Transportation (Sign Shop)
- (R) EXCEPT Health and Water
- (S) EXCEPT Public Lighting
- (T) EXCEPT Department of Public Works and Detroit-Wayne Joint Building Authority and Health (MERC Case C-85-D87)
- (U) EXCEPT Department of Transportation
- (V) EXCEPT Department of Transportation (Sign Shop)
- (W) EXCEPT Water

D. This Section indicates by department the jurisdictions of the local unions of Michigan Council #25.

1. Arts	Local	542
2. Auditor General	Local	62
3. Budget	Local	62
4. Buildings and Safety Engineering		
a) Clerical Unit	Local	62
b) Inspection Union and License Examiner Unit	Local	1227
5. Civic Center	Local	1220
6. Community and Economic Development	Local	23
7. Consumer Affairs	Local	62
8. Council of the Arts	Local	1642
9. Data Processing	Local	62
10. Election Commission	Local	2799
11. Employment and Training	Local	1642
12. Department of Public Works		
a) Clerical Unit	Local	62
b) General Unit		
1) Solid Waste Division	Local	26
2) Street Maintenance Division, Motor Transportation Division, Central Building Maintenance	Local	229
3) Detroit-Wayne Joint Building Authority	Local	1220



13.	Finance	Local 2799
14.	Fire	Local 542
15.	Health	
	a) General	Local 457
	b) Nurses	Local 273
16.	Historical	Local 542
17.	Housing	Local 23
18.	Human Rights	Local 836
19.	Law	Local 2799
20.	Municipal Parking	Local 62
21.	Mayor's Office - City Halls Program	Local 1023
22.	Neighborhood Services	
	a) General	Local 1642
	b) Nurses	Local 273
23.	Ombudsman	Local 2799
24.	Planning	Local 62
25.	Police	Local 1023
26.	Public Information	Local 229
27.	Public Lighting	
	a) General Unit	Local 207
	b) Drafting and Clerical Units	Local 2920
28.	Recreation	
	a) General and Clerical Units	Local 542
	b) Recreation Professional Unit	Local 836
29.	Senior Citizens	Local 836
30.	Transportation	
	a) General Unit	Local 312
	b) Clerical Unit and Streets and Traffic Division	Local 214
31.	Water and Sewerage	
	a) General Unit	Local 207
	b) Clerical Unit	Local 2920
32.	Zoning Appeals Board	Local 1227
33.	Zoological Park	Local 542

E. In the event an abolished classification that has been represented by Michigan Council #25, American Federation of State, County, and Municipal Employees is subsequently reestablished, the previous representation the union had will also be restored.

EXHIBIT II

CITY OF DETROIT  
A.F.S.C.M.E.  
MICHIGAN COUNCIL 25, NON-SUPERVISORY  
BARGAINING UNIT

RE: 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 "Consolidate 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 layoff 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 pre-certified 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
  - Psychiatric Day/Night Care Hospital
  - Residential SAT program
- o Surgery; Anesthesia; Surgical Assistant
- 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 Services
  - 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 of cost per person or \$100 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 plan's 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 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 parental 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

##### PREFERRED PROVIDER ORGANIZATION AND HEALTH MAINTENANCE ORGANIZATIONS

The benefit levels for the Blue Cross Blue Shield PPO 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  
 Omnicare  
 Comprehensive Health Services  
 Health Alliance Plan

Benefits provided by these carriers 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 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 Omnicare - 45 days
Alcoholism/Drug Abuse	Varies with carrier
Skilled Nursing Care (not in hospital)	Nursing home care - 730 days
Appliances and Prosthetic Devices and Durable Medical Equipment Devices	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 Curretage
- 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 furnished by or at the direction of the United States Government or any agency thereof;
- . 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 anisekonia;
- . 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 pre-certification 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 0465-0471) bilateral
0465 (T)	Mastectomy for gynecomastia, unilateral
0521	Biopsy, deep bones (e.g. vertebral body femur)
0522	Biopsy, excisional, bone superficial (e.g., ilium, 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	Infracture 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)	Slépharoplasty: 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, diagnostic with biopsy
3165	- with dilation, direct
3190	Dilation of esophagus by sound or bougie, indirect, initial
3220	Gastroscopy, diagnostic
3417	Colonoscopy (by fiberoptic instrument), transverse colon
3696	Peritoneocentesis: abdominal paracentesis, initial
5155	Spinal puncture, lumbar diagnostic

EXHIBIT III  
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 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 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.

EXHIBIT

HOLIDAY SCHEDULE

	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>
Independence Day	(Tuesday) July 4, 1989	(Wednesday) July 4, 1990	(Thursday) July 4, 1991
Labor Day	(Monday) September 4, 1989	(Monday) September 3, 1990	(Monday) September 2, 1991
* Election Day	(Tuesday) November 7, 1989	(Tuesday) November 6, 1990	(No Election) Extra Swing Holiday
* Veterans Day	(Friday) November 10, 1989	(Monday) November 12, 1990	(Monday) November 11, 1991
Thanksgiving Day	(Thursday) November 23, 1989	(Thursday) November 22, 1990	(Thursday) November 28, 1991
* Day After Thanksgiving	(Friday) November 24, 1989	(Friday) November 23, 1990	(Friday) November 29, 1991
* Christmas Eve (eight hours)	(Friday) December 22, 1989	(Monday) December 24, 1990	(Tuesday) December 24, 1991
Christmas Day	(Monday) December 25, 1989	(Tuesday) December 25, 1990	(Wednesday) December 25, 1991
* New Year's Eve (eight hours)	(Friday) December 29, 1989	(Monday) December 31, 1990	(Tuesday) December 31, 1991
New Year's Day	(Monday) January 1, 1990	(Tuesday) January 1, 1991	(Wednesday) January 1, 1992
Martin Luther King's Birthday	(Monday) January 15, 1990	(Monday) January 21, 1991	(Monday) January 20, 1992
* Good Friday (four hours)	(Friday) April 13, 1990	(Friday) March 29, 1991	(Friday) April 17, 1992
Memorial Day	(Monday) May 28, 1990	(Monday) May 27, 1991	(Monday) May 25, 1992

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

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

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

1989-90	December 26, 27, 28, 1989
1990-91	December 26, 27, 28, 1990
1991-92	December 23, 26, 27, 30, 1991

EXHIBIT V

1989-90

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>
1989	July	June 26-July 30	July 7,14,21,28, Aug. 4	Aug. 1
	Aug.	July 31-Aug. 27	Aug. 11,18,25, Sept. 1	Sept. 1
	Sept.	Aug. 28-Sept. 24	Sept. 8,15,22,29	Oct. 1
	Oct.	Sept. 25-Oct. 29	Oct. 6,13,20,27, Nov. 3	Nov. 1
	Nov.	Oct. 30-Nov. 26	Nov. 9,17,22, Dec. 1	Dec. 1
	Dec.	Nov. 27-Dec. 24	Dec. 8,15,21,28	Jan. 1
1990	Jan.	Dec. 25-Jan. 28	Jan. 5,12,19,26, Feb. 2	Feb. 1
	Feb.	Jan. 29-Feb. 25	Feb. 9,16,23, Mar. 2	Mar. 1
	Mar.	Feb. 26-Mar. 25	Mar. 9,16,23,30	Apr. 1
	Apr.	Mar. 26-Apr. 29	Apr. 6,13,20,27, May 4	May 1
	May	Apr. 30-May 27	May 11,18,25, June 1	June 1
	June	May 28-June 24	June 8,15,22,29	July 1

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

EXHIBIT VI

1990-91

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>
1990	July	June 25-July 29	July 6,13,20,27, Aug. 3	Aug. 3	Aug. 1
	Aug.	July 30-Aug. 26	Aug. 10,17,24,31	Aug. 31	Sept. 1
	Sept.	Aug. 27-Sept. 30	Sept. 7,14,21,28, Oct. 5	Oct. 5	Oct. 1
	Oct.	Oct. 1-Oct. 28	Oct. 12, 19, 26, Nov. 2	Nov. 2	Nov. 1
	Nov.	Oct. 29-Nov. 25	Nov. 9,16,21,30	Nov. 30	Dec. 1
	Dec.	Nov. 26-Dec. 23	Dec. 7,14,21,28	Dec. 28	Jan. 1
1991	Jan.	Dec. 24-Jan. 27	Jan. 4,11,18,25, Feb. 1	Feb. 1	Feb. 1
	Feb.	Jan. 28-Feb. 24	Feb. 8,15,22, Mar. 1	Mar. 1	Mar. 1
	Mar.	Feb. 25-Mar. 31	Mar. 8,15,22,29, Apr. 5	Apr. 5	Apr. 1
	Apr.	Apr. 1-Apr. 28	Apr. 12,19,26, May 3	May 3	May 1
	May	Apr. 29-May 26	May 10,17,24,31	May 31	June 1
	June	May 27-June 30	June 7,14,21,28, July 5	July 5	July 1

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

EXHIBIT VII

1991-92

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>
1991	July	July 1-July 28	July 12,19,26 Aug. 2	Aug. 2	Aug. 1
	Aug.	July 29-Aug. 25	Aug. 9,16,23,30	Aug. 30	Sept. 1
	Sept.	Aug. 26-Sept. 29	Sept. 6,13,20,27, Oct. 4	Oct. 4	Oct. 1
	Oct.	Sept. 30-Oct. 27	Oct. 11,18,25, Nov. 1	Nov. 1	Nov. 1
	Nov.	Oct. 28-Nov. 24	Nov. 8,15,22,27	Nov. 27	Dec. 1
	Dec.	Nov. 25-Dec. 22	Dec. 6,13,20,27	Dec. 27	Jan. 1
1992	Jan.	Dec. 23-Jan. 26	Jan. 3,10,17,24,31	Jan. 31	Feb. 1
	Feb.	Jan. 27-Feb. 23	Feb. 7,14,21,28	Feb. 28	Mar. 1
	Mar.	Feb. 24-Mar. 29	Mar. 6,13,20,27, 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 8,15,22,29, June 5	June 5	June 1
	June	June 1-June 28	June 12,19,26, July 2	July 2	July 1

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

