

6/30/92

Detroit, City of

SUPPLEMENTAL AGREEMENT

BETWEEN THE

CITY OF DETROIT
DEPARTMENT OF HEALTH

AND

LOCAL #273, MICHIGAN COUNCIL 25
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
AFL-CIO

1989 - 1992

SUPPLEMENTAL AGREEMENT BETWEEN THE CITY OF DETROIT DEPARTMENT OF HEALTH AND LOCAL 273, MICHIGAN COUNCIL 25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

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AGREEMENT

This Supplemental Agreement is mutually entered into between the City of Detroit, Department of Health and Local #273, of Michigan Council #25 of the American Federation of State, County, and Municipal Employees.

Hereinafter, for brevity and reference only, the City of Detroit, Department of Health, shall be referred to as the Employer and Local #273, Michigan Council #25 of the American Federation of State, County, and Municipal Employees, shall be referred to as the Union.

PURPOSE AND INTENT

It is understood and agreed to by the parties that this Supplemental Agreement does not add to or subtract from the purpose and intent of the City-Wide Agreement. It sets forth only terms and conditions of employment peculiar to the local conditions of employment at the Department of Health and is not binding on any other department or unit of the City of Detroit.

1. UNION REPRESENTATION

<u>STEWARDS</u>	<u>ALTERNATES</u>	<u>DISTRICT</u>	<u>LOCATION</u>
1	1	1	Herman Kiefer - Main Building
1	1	2	Herman Kiefer - Pav. 6
1	1	3	Gloria Bigham Health Center
1	1	4	Northeast Health Center
1	1	5	Eastside and Butzel Health Centers
1	1	6	Harper Gratiot and Beryl Spruce Health Centers
1	1	7	Grace Ross Health Center
1	1	8	Bruce Douglas Health Center
1	1	9	CHASS Health Center

- A. The Local Union shall be represented by one (1) Chief Steward and one (1) Alternate Chief Steward.
- B. The Departmental Grievance Committee shall consist of two (2) members and the Local Union President.
- C. The Employer and the Union shall exchange lists with the names and titles of their representatives to be contacted at each work location, or representative district and for each level of the grievance procedure. These lists will be exchanged within thirty (30) calendar days after the effective date of this Agreement. These lists will be updated by the parties as changes occur.
- D. Should expansion or contraction of the Department result in the establishment or the discontinuance of work locations, manned by members of the bargaining unit, the matter of proportional representation by stewards will be a proper subject of negotiations.

2. ROLE OF THE NURSE

- I. The Detroit Health Department recognizes the nurse is responsible for the direct and/or indirect total nursing care of the patients and that the proper utilization of nursing skills requires that various auxiliary personnel and services be provided to assist the nurse in giving nursing care.
- II. The Department agrees that the nurse must and shall have authority commensurate with her/his responsibilities for directing the work of the various auxiliary and nursing personnel who are employed to perform various tasks which are a part of total nursing care.
- III. The Department agrees that a registered nurse shall not be required to administer drugs unless such drug is prescribed in accordance with

prevailing law. A nurse shall not be required to deliver drugs outside of City facilities or transport drugs between City facilities.

- IV. The Department agrees that relief from nonprofessional tasks is necessary in further increasing professional status of registered nurses and will participate in Special Conferences to meet this goal.
- V. The Department agrees that it will provide adequate number of registered nurses and auxiliary nursing personnel as necessary, consistent with sound management.

3. PROFESSIONAL MEETINGS

- I. The Department will encourage attendance at professional meetings, where attendance is likely to increase the competence or otherwise benefit a nurse in her/his professional capacity. Notices of professional meetings shall be posted. Notices not posted will be forwarded to the Union.
- II. With prior approval of the Division Head and the Public Health Director, and subject to the approval of the City Council when necessary, registered professional nurses shall be given time off without loss of pay to attend such meetings. A registered nurse requesting time off to attend, professional meetings of more than one (1) day's duration shall notify the Division Head at least four (4) weeks in advance of the meeting registration deadline, and the Division Head shall give a written reply to the nurse's request for time off at least one (1) week prior to such deadline.
- III. A nurse must submit her/his request to the Nursing Office one (1) week in advance for time off to attend professional meetings of one (1) day's duration or less. Selection of attenders will be by seniority among those who bid to attend, subject to the condition that attendance at these meetings shall be divided as equally as possible among the registered nurses who desire to attend.

4. NURSING CARE REVIEW COMMITTEE

The Department and the Union agree that there shall be a Nursing Care Review Committee. This Committee shall consist of two (2) Local Union members and two (2) Management members. One (1) additional member, mutually agreeable to both parties may be added. Meetings of this Committee will be held on mutually agreeable dates. A written agenda shall be submitted by the moving party at least seven (7) working days prior to the scheduled meeting, unless waived by both parties. This Committee will be empowered to consider proposed changes in practice or procedure affecting nursing care.

5. EQUALIZATION OF OVERTIME

- A. In as much as Departmental operations will permit, scheduled overtime hours shall be divided as equally as possible among employees of the same classification, within each work unit. An up-to-date overtime list will be maintained and posted in a prominent place for each fiscal year of the contract.

- B. Scheduled overtime work shall be offered on a total City seniority basis until such time that all employees in that particular classification and unit have worked or been charged overtime hours.
- C. Overtime not worked because the employee was unavailable or did not choose to work will be charged to the employee as if the employee had worked overtime hours, equivalent to the highest number of overtime hours worked by any employee in the unit during that "overtime period."
- D. When there are insufficient volunteers, overtime assignments shall be made according to inverse seniority.
- E. Hours resulting from holiday work shall be maintained on a separate list from other overtime hours.
- F. Specifically excluded from the provisions of this Article:

Infant Death Reduction Program - Grace Ross Health Center (GRHC)

- 1. Scheduled overtime for this program only shall be offered on a total city seniority basis first to nurses assigned to GRHC.
- 2. In the event of insufficient volunteers, the overtime will be offered to nurses on a department - wide basis.
- 3. In the event of insufficient volunteers on a department - wide basis, the overtime assignments shall be made according to inverse seniority among the nurses assigned to GRHC.

6. LUNCH PERIODS AND WORK PERIODS

Each nurse shall be entitled to one (1) thirty (30) minute lunch period and two (2) fifteen (15) minute work breaks per eight (8) hour shift. One work break shall be taken the first four (4) hours of the shift, and the second work break shall be taken during the last four (4) hours of the shift. Work breaks shall not be taken in conjunction with the lunch period. All nurses will be allowed fifteen (15) minutes prior to the lunch period for the purpose of wash-up and travel.

7. MAINTENANCE OF REGISTRATION

Registration as a nurse in the State of Michigan is a condition of employment. In order to continue employment, all registered nurses must furnish the Nursing Office their new Michigan registration Serial Number each year.

8. PRODUCTIVITY PROGRAMS

Prior to the implementation of new productivity programs or the implementation of changes to existing programs, the Department shall give the Union advance notification.

9. HEALTH AND SAFETY

Upon request, the Department shall provide Field Nurses with a spray deterrent for their use while on assignment.

10. UNION BULLETIN BOARD

At each Health Center where three (3) or more nurses are assigned, the Department shall provide the Union one (1) bulletin board.

11. TELEPHONE NUMBER AND ADDRESS CHANGE

Employees are required to give the Department notice of any change of address and telephone number within seven (7) calendar days after such change. A copy of the change form shall be retained by the nurse.

12. PRIVATE CAR EMERGENCY MAINTENANCE

- A. Employees required to drive their own personal automobiles on City business will not be charged for occasional tardiness or other missed work as a result of occasional minor breakdowns, which otherwise could not reasonably have been prevented. On such an occurrence, the employee will return to his duties as soon as possible. This privilege shall not be abused. In no instance will an employee be allowed "Car trouble time" in excess of two (2) hours on any occasion.
- B. The Department will allow an authorized employee time to protect and safeguard his automobile prior to arriving on the job.
1. In case of a minor adjustment or emergency service to get a vehicle going, an employee shall call the immediate supervisor, within thirty (30) minutes of their regular starting time, to apprise them of their emergency. Employees will then report for work as instructed and suffer no loss of pay for the excused tardiness. A receipt from the garage or a memo from the employee containing specific problem, time of occurrence, and remedial action taken, is required.
 2. In case of major or time consuming auto service needs, employees shall be permitted to arrange for their vehicle to be towed to a garage of their choice to make arrangements for repairs. The employee must call their immediate supervisor, within thirty (30) minutes of their arrival at the garage, to make arrangements for transportation and work assignments for the balance of the day. Receipt from the garage is required.
 3. In those situations causing misunderstanding or disagreement, the facts in each instance shall be reviewed by the Division Administrator for a decision.
- C. The Department will allow an authorized employee sufficient time to protect and safeguard their automobile after arriving on the job.
1. In case of minor adjustments or emergency service to get a vehicle operative, the employee is to call their immediate supervisor, within thirty (30) minutes of the occurrence, to inform them of lost time, and for further instructions regarding the balance of the work day. A repair receipt from the garage or a memo from the employee containing specific problem, time of occurrence, and remedial action taken is required.

2. In case of major or time consuming auto service needs, employees shall be permitted to arrange for their vehicle to be towed to a garage of his choice to make arrangements for repairs. The employee must call their immediate supervisor, within thirty (30) minutes of arrival at the garage, to make arrangements for transportation and work assignments for the balance of the work day. A repair receipt from the garage is required.
 3. In those situations resulting in a misunderstanding or disagreement, the facts in each instance shall be reviewed by the Division Administrator for their decision.
- D. Failure to comply with the requirements of this provision, as outlined above, will result in nonpayment for time spent on Private Car Emergency Maintenance. Employees shall have recourse through the grievance procedure as to matters of fact.

13. DURATION

The Supplemental Agreement shall become effective upon the effective date of the Resolution of Approval of the City Council as provided by law and shall remain in effect for the same duration as the Master Agreement which it supplements.

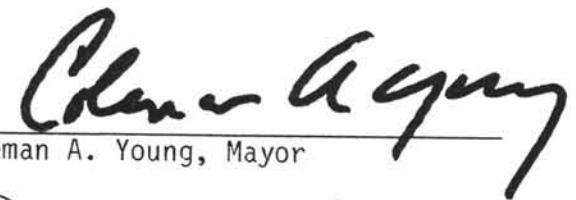
IN WITNESS WHEREOF, the parties hereto have affixed their signatures below this 24th day of April, 1989 90.

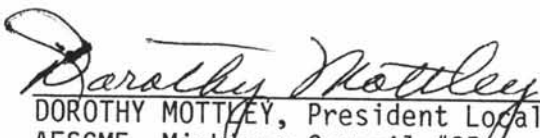
R.N.C.

LOCAL #273, MICHIGAN COUNCIL #25
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

CITY OF DETROIT


ALBERT GARRETT, Staff Representative
AFSCME, Michigan Council #25


Coleman A. Young, Mayor


DOROTHY MOTTLEY, President Local 273
AFSCME, Michigan Council #25

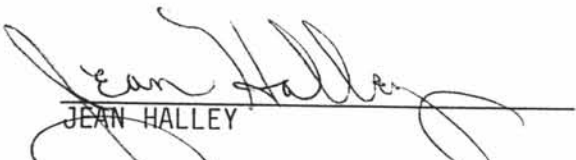

ROGER N. CHEEK
Labor Relations Division



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Finance Department

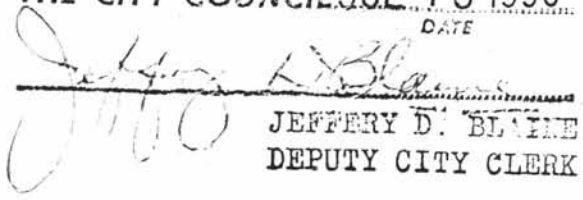

JEAN HALLEY


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Corporation Counsel
Law, Department


JAMES GLASS, PRESIDENT
AFSCME, MICHIGAN COUNCIL #25


RICHARD A. LEVINSON, M.D., D.P.A.
Director, Department of Health

APPROVED AND CONFIRMED BY
THE CITY COUNCIL JUL 18 1990
DATE


JEFFERY D. BLAINE
DEPUTY CITY CLERK