

6/30/83

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND
MICHIGAN NURSES ASSOCIATION

RE: Dates for Christmas - New Years Shutdown

The parties agree that the days the City may close down under the provisions of the Christmas - New Year shut down provisions of the contract are as follows:

- 1980-81 December 26, 29, 30 - January 2
- 1981 - 82 December 28, 29, 30
- 1982 - 83 December 28, 29, 30

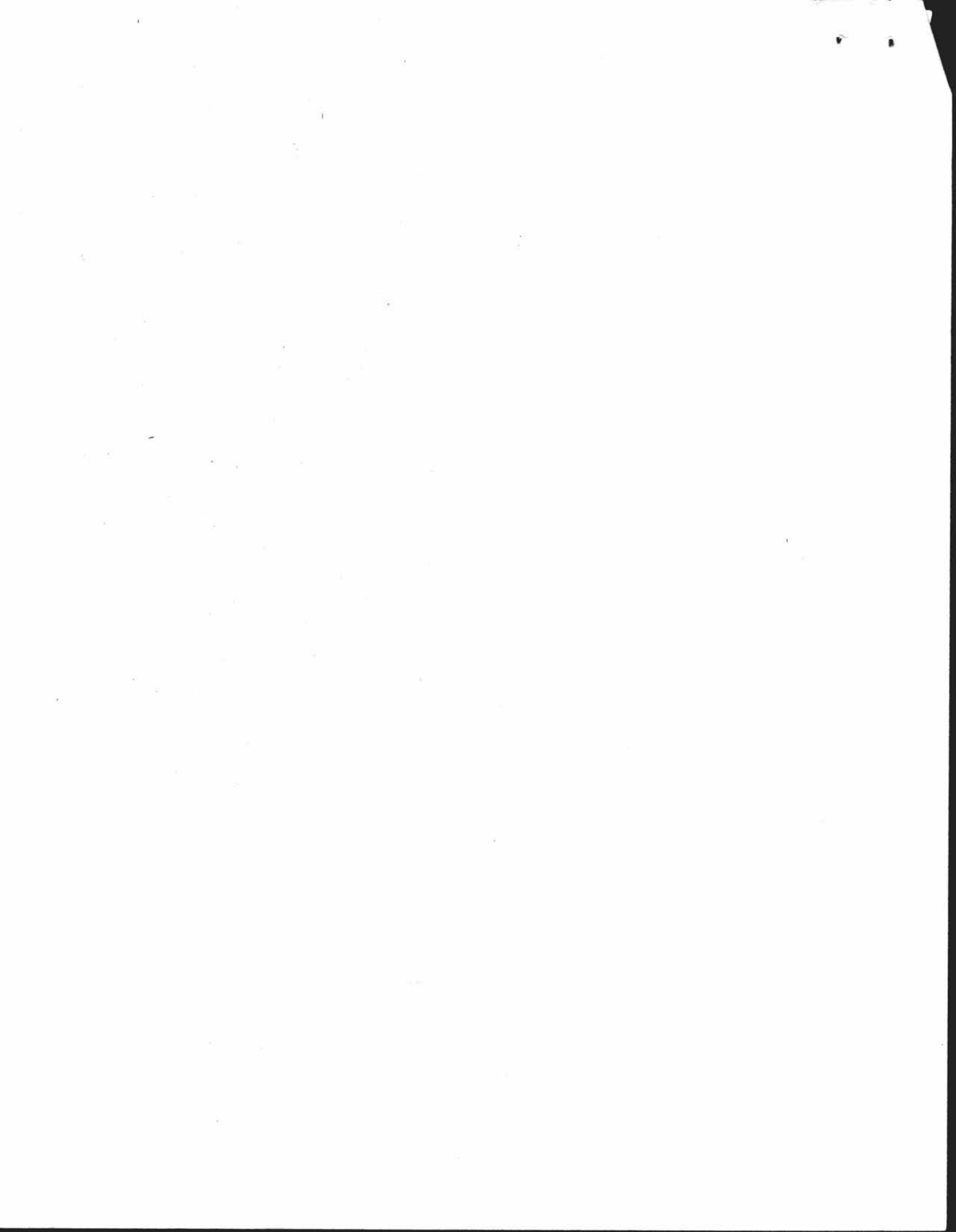
DATED THIS _____ DAY OF _____, 1980

Randall Ward, Business
Representative, Michigan
Nurses Association

Mark R. Ulicny, Director
Labor Relations Division

*Abstract City of
(Health Code)*

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6/30/83

MASTER AGREEMENT

BETWEEN THE
CITY OF DETROIT
AND

MICHIGAN NURSES ASSOCIATION

Detroit, City of

*Michigan Nurses Assoc.
120 Spartan Ave
East Lansing, Mich 48823*

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MASTER AGREEMENT BETWEEN THE CITY OF DETROIT AND THE MICHIGAN NURSES ASSOCIATION

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A G R E E M E N T

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

1. RECOGNITION

The City of Detroit hereby recognizes the Michigan Nurses Association as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965 of the State of Michigan, consisting of all employees within the classifications as listed in Schedule A.

Persons who are awaiting Michigan registration working under a temporary permit issued by the Michigan Board of Nursing shall be included in the Unit as indicated in Schedule A.

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

Provisional and Special Service employees shall be entitled to such benefits and such benefits only that accrue to them by Charter, Ordinances, Resolutions, Rules and Regulations.

2. MANAGEMENT RIGHTS

A. The Association recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with the law.

B. The City retains the sole and exclusive right to manage its business, including the right to decide the number and organization of departments and divisions; to decide the number of employees; to decide

the type of machines and other equipment, the kinds and numbers of services; to maintain order and efficiency in its departments and divisions including all its operations and activities; to establish overall operating policies and procedures; to direct its working force of employees; to determine the type and scope of services to be furnished and the nature of the facilities to be operated and to establish hours and schedules of work and to determine the methods, procedures and means of providing services; to discontinue any department, division or operation if in the sole judgment of the City, it is deemed necessary or believed advisable to do so; to introduce new or improved working methods or facilities. All of such rights are vested exclusively in the City and shall not be subject to the grievance procedure or any appeal from the exercise by the City of such rights.

C. The City, in addition to the rights set forth in Section B, above, shall have the right to hire, suspend, discipline, discharge for cause, promote, demote, schedule, assign, transfer, layoff, recall or relieve employees from duty for other legitimate reasons and to maintain discipline and efficiency among employees; to establish work rules and rules of conduct; to fix and determine the penalties for the violation of such rules.

D. Nothing in the above provisions is intended to limit any other rights of the City not specifically and expressly covered. However, in no event shall the City exercise rights in conflict with this Agreement.

E. The right of contracting and sub-contracting is vested in the City. The right to contract or sub-contract shall not be used for the purpose or intention of undermining the Association, or to discriminate against any of its members.

3. PROFESSIONAL STANDARDS

A. The City recognizes that the supervisory registered nurses covered herein share the responsibility for direct and indirect total nursing care and that the major concern of these employees is to make a unique contribution to patient care whether it be hospital or clinic treatment, and observation of the ill, injured, or infirm, and to the maintenance of health and prevention of illness.

B. The parties agree that such employees shall have the opportunity to share in the development of and propose standards of nursing practices for the improvement of patient care taking into consideration their responsibility to the patient, the community, and the Employer.

C. The Employer recognizes that nurses have a professional code which is intended to serve as a guide to the ethical principles of nursing practice, conduct, and relationships.

D. Any questions arising from the above provisions may be subjects for Special Conferences but shall not be subject to the grievance procedure.

4. WITHHOLDING OF PROFESSIONAL SERVICES

A. It is recognized that the need for care and proper treatment of patients in the departments covered by this Agreement is of paramount importance and that there should be no interference with such care and treatment.

B. The Association and the members of the bargaining unit under this Agreement, will not engage in or encourage any strike, sit-down, stay-in, slow-down or other similar action which would interfere with the treatment and welfare of the patients in the departments covered by this Agreement.

C. In the event of such work interference the Association shall immediately instruct the employee(s) involved that their activities are in violation of the contract, that they may be disciplined up to and including discharge, and that such interference must cease immediately.

D. The City shall have the right to discipline or discharge any employee participating in such interferences, and the Association agrees not to oppose such action.

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

5. ASSOCIATION SECURITY

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

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

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

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

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

F. The Employer agrees to provide this service without charge to the Association.

G. The Association shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Association, the City and its officers and employees shall be released from all liability to the employee-assignors, and to the Association under such assignments. (Chapter 16, Article 6, Section 4 of the Municipal Code of the City of Detroit.)

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

I. In case of dispute as to whether an employee is excluded from the provisions of this Article 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 the 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) calendar days) to comply therewith.

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

6. EMPLOYEE REPRESENTATION

A. The Association shall designate in writing two (2) representatives and two (2) alternates from the Health Department. Such Association representatives, one of whom shall be designated as the Chief representative for the Association, shall not exceed a total of two (2) in number.

The Department is hereby defined as follows:

Health Department (Including Corrections Department)

B. Alternate representatives shall serve only in the absence of the Chief Representative and representatives.

C. The Association within ten (10) calendar days of the signing of this Agreement will provide the City with a list of names of the representatives and alternates.

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

7. GRIEVANCE PROCEDURE

A. Purpose: The grievance procedure shall serve as a means for peaceful settlement of disputes that may arise concerning interpretation or application of this Agreement, without any interruption or disturbances of the normal operations of the City of Detroit.

B. Definitions:

1. A grievance shall mean a complaint by a nurse or a group of nurses allegedly caused by a violation, misinterpretation, or inequitable application of any provision of this Agreement.
2. An "aggrieved person" or the "aggrieved" shall mean the person or persons making the complaint either individually or through the Association.

3. The term "days" shall mean calendar days excluding Saturday, Sunday and holidays.

C. Time Limit on Grievances: Any complaint under this agreement by an employee (on individual grievances) or by the Association representative (in cases involving more than one employee or a matter of policy) shall not be considered a grievance unless filed in writing within:

1. Fifteen (15) calendar days after the grievance arises, or
2. Fifteen (15) calendar days after the date the employee or the Association representative, as the case may be, should have become aware of the grievance, where the circumstances of the case made it impossible for the employee or the Association to know of such grievance prior to that date.

The time elements of the first four (4) steps can be shortened or extended in writing by the requesting party provided there is mutual agreement.

In instances wherein the subject matter of the grievance lies within the exclusive jurisdiction of specific City agencies, the grievance steps can be shortened or eliminated to bring the grievance to the Agency's immediate attention.

Any grievance not appealed in writing from a decision at any of the first four (4) steps under the grievance procedure to the next step within the time limits set forth in each step of the following grievance procedure shall be considered settled based on the City's last answer to the grievance.

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

E. Steps in the Grievance Procedure:

1. A nurse with a grievance shall first discuss it with her immediate supervisor, with or without her Association representative, to try to resolve the matter informally.
2. If the aggrieved is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within five (5) calendar days after the presentation of the grievance, the nurse(s) or her Association representative shall reduce it to writing. The Association representative shall present the written grievance to the Division Head or his designated representative.

The written grievance must set forth the nature of the grievance, the date, the name(s) of the employee(s) involved, the provision(s) of this Agreement that were allegedly violated, misinterpreted or inequitably applied, the signature of the grievant and the Association representative and the requested disposition.

A meeting between the Association representative and the Division Head or his designated representative shall take place within five (5) calendar days from the date the written grievance is received. On all grievances appealed to Step 2 and beyond, the subject matter of the meeting shall be limited to the grievance appealed.

The Division Head or the designated representative shall answer the grievance in writing within five (5) calendar days after the meeting.

3. If the grievance is not resolved at Step 2 the Association representative may file within five (5) calendar days after the Step 2 answer a copy of the original grievance together with a request for a meeting with the Department Head or his designated representative.

A meeting between the Association representative, the Chief Association representative and two (2) Management representatives, shall take place within seven (7) calendar days from the date the appeal is received. A non-employee Association representative may attend this meeting.

The Department Head or his designated representative shall answer the grievance in writing within seven (7) calendar days after the meeting.

4. Appeal and Review Board: In the event the above steps fail to resolve the dispute, the matter may be appealed to the Director of the Labor Relations Division within seven (7) calendar days after the Step 3 answer.

The Appeal and Review Board will consist of not more than three (3) Association representatives, and not more than three (3) Management representatives. A non-employee Association representative may attend this meeting. The grievant may also attend provided there is mutual agreement between the parties.

The Appeal and Review Board shall meet monthly if necessary to hear unresolved grievances.

The City shall submit a written answer to the Association within ten (10) calendar days after the Appeal and Review Board Hearing.

5. Arbitration: In the event the dispute is not settled by the Appeal and Review Board, it may be referred to arbitration within fifteen (15) calendar days from the date of the written disposition of the Appeal and Review Board on the grievance. Any grievances not referred to arbitration within such period shall be considered settled on the basis of the decision in Step 4.

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

a. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an ad hoc arbitrator within seven (7) calendar days of such notice, the City shall secure a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties will then meet to mutually agree upon an arbitrator from the list.

b. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the provision(s) of this Agreement and he 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. Granting any wage increases.

3. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.

4. Relative to position classification whether permanent or temporary.

5. Concerning the discipline or discharge of an employee for engaging in a strike, slowdown or stoppage of work if the employee exercises his right under Section 6 of Act 379 of the Public Acts of 1965; if the discipline or discharge of an employee has been appealed to the Mayor pursuant to provisions of the Detroit City Charter or applicable State Law.

c. The arbitrator shall have no authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions which by State law or City Charter the City cannot delegate, alienate, or relinquish.

d. The right of either party to demand arbitration over an adjusted grievance is limited to a period of fifteen (15) calendar days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the party against which the grievance is brought. No settlement at any stage of the grievance procedure shall be a precedent in any arbitration and shall not be admissible in evidence in any arbitration proceeding.

e. Any claims, including claims for back wages, by an employee covered by this Agreement, or by the Association, against the City shall not be valid for a period prior to the date the grievance was first filed, in writing, except that:

1. In cases based on a violation which is non-continuing, such claims shall be valid for a period of not more than fifteen (15) calendar days prior to the date the grievance was first filed in writing unless the circumstances of the case made it impossible for the employee, or for the Association, as the case may be, to know that she or the Association had grounds for such a claim prior to that date, in which case the claim shall be limited retroactively to a period of thirty (30) calendar days prior to the date the claim was first filed in writing.

2. In cases based on a violation which is continuing, if the circumstances of the case made it impossible for the employee, or for the Association, as the case may be, to know that she, or the Association had grounds for such a claim prior to that date, the claim shall be limited retroactively to a period thirty (30) calendar days prior to the date the claim was first filed in writing.

f. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment or from unemployment compensation obtained subsequent to his removal from the City payroll.

g. The decision of the arbitrator in a case shall not require retroactive wage adjustment in another case.

h. The arbitrator's decision shall be final and binding on the Association, all employees covered by this Agreement, and on the City. But the City or the Association may challenge the award if it was not made in accordance with the arbitrator's jurisdiction and authority under this Agreement.

i. In the event a case is appealed to an arbitrator and he finds that he 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.

j. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. Pay for lost time for any City employee other than the aggrieved shall not apply to their participation in arbitration cases.

k. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this contract and which are not excluded from arbitration.

8. SPECIAL CONFERENCE

A. A Special Conference for the improvement of professional working relations, health, safety and nursing standards will be arranged between the Association representative and the appropriate Department Head or his

designated representative upon the request of either party. Such a meeting shall be between no more than three (3) representatives of the City, and no more than three (3) employee representatives of the Association. An answer to the request shall be given within five (5) working days.

1. Arrangements for a Special Conference shall be made in advance. The names of the representatives to be excused and an Agenda of the matters to be taken up at the meeting shall be presented at the time the Conference is requested. Both parties agree to meet as soon as reasonably possible. Matters taken up in a Special Conference shall be confined to those matters included in the Agenda.
2. A Conference shall be held at mutually agreeable times. Employee representatives of the Association shall not lose time nor pay for time spent in such a Special Conference.

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

C. The Employer will submit to the Association a written position on matters taken up in a Special Conference within seven (7) working days after adjournment of the Special Conference.

9. 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 after date of induction into such classified service as provided by law. Employees who are certified on or after July 1, 1978 and are not appointed within thirty (30) calendar days of such certification shall have their appointment date recorded as their date of seniority and certification. Seniority as defined above and in accordance with the Rules of the Personnel Department, incorporated herein by reference, is established primarily to serve as a basis for the lay-off and re-employment of employees.

B. Seniority Lists: The City will furnish the Association semi-annually, upon written request, a seniority list showing each employee's name, address, department, classification, pension number, and social security number, and total City seniority date.

C. Loss of Seniority: An employee shall lose his/her seniority for the following reasons only:

1. The employee resigns or quits.
2. The employee is discharged or permanently removed from the payroll and the separation is not reversed through the grievance procedure or other legal action.
3. The employee does not return to work when recalled from lay-off as set forth in the recall procedure.
4. The employee retires on regular service retirement.
5. The employee does not return at the expiration of an approved leave of absence as provided for in this agreement and the rules of the Personnel Department.

D. Suspensions of Seniority Credit: An employee shall not continue to accumulate seniority credit for the following reasons:

1. Leaves of absence, in general, exceeding one (1) year.
1. Layoffs exceeding three (3) years.
3. Other absences from active service specified in Personnel Department Rules.

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

10. REDUCTION IN FORCE

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

SECTION 1 - REDUCTION IN FORCE TERMS DEFINED

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

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

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

SECTION 2 - ORDER AND MANNER OF REDUCTION

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

A. Within the department, the following categories of employees shall be removed first:

1. Provisional employees shall be separated by terminating their services; provided, however, that employees provisionally employed in the class who hold permanent status in some other class shall revert to the class in the department from which they were provisionally promoted or transferred.
2. Employees who have not completed their initial probationary period shall be laid off in accordance with their seniority, the least senior employees being laid off first.
3. Employees hired on a limited-term basis shall be laid off in accordance with their seniority, the least senior employee being laid off first.

B. In the event it is necessary to reduce the number of permanent status employees in the class, the order of removal shall be as follows:

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

(a) Demotion in Series

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

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

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

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

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

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

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

SECTION 3 - CITY WIDE DISPLACEMENT

Employees with permanent status who have been laid off in a class from a city department shall displace employees of the same classification in those categories listed in Paragraph A of Section 2 on a City-wide basis. In addition, laid off permanent employees who have one or more years of classified service shall displace other permanent employees in the same classification of lesser seniority on a City-wide basis. Employees who fail to exhaust their eligibility for demotion to the next lower class in series in their department shall lose their eligibility for City-wide displacement. (Least senior employees displaced under this section shall be subject to demotion, transfer or layoff in accordance with applicable provisions of this Rule.)

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

SECTION 4 - RE-EMPLOYMENT PROCEDURES

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

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

- B. Laid off employees who elect layoff in lieu of demotion in series shall be placed on the preferred eligible list for the class in which they were laid off and shall be recertified to available vacancies in this class in the order of their total city seniority from the list.
- C. Laid off employees shall be placed on preferred eligible lists for all other classes in which they have held permanent status and shall be offered certification to available vacancies in these classes in the order of their total city seniority from such lists, provided that employees who were laid off in such classes have been first recalled.

Should a laid off employee on a preferred eligible list waive an offer of employment to a position in the class, his right to remain on that list shall terminate.

- D. In the absence of a preferred eligible list for a class, laid off employees shall be certified to requisitions for positions in such class from higher, equivalent or allied lists which have been determined to be appropriate by the Personnel Director.

SECTION 5 - EFFECT OF JURISDICTIONAL LINES

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

SECTION 6 - EMPLOYEES HOLDING MULTIPLE TITLES

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

SECTION 7 - CONDITIONAL WAIVER OF EMPLOYEE RIGHTS

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

SECTION 8 - PREEMPTIVE LAY OFF REQUESTS

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

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

SECTION 9 - STATUS CHANGES IN ANTICIPATION OF LAY OFFS

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

SECTION 10 - RETENTION OF REEMPLOYMENT RIGHTS

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

11. PROBATION PERIODS

A. Probation periods are recognized as "working test" periods used to supplement other evaluations to determine whether the employee fully meets the qualifications of the class. Probation periods are required in all cases of initial certified hire and promotion in the classified service and other cases as provided in Personnel Department Rules.

B. Probationary Employees: New employees hired within the bargaining unit and newly promoted employees shall be considered as probationary employees for the first six (6) months, excluding overtime and holiday premium time, of their employment or promotion. The six (6) month probationary period must be accumulated within not more than a twelve (12) month period. When an employee successfully completes the probationary period, the employee's name shall be entered on the seniority list of the bargaining unit.

C. Management may extend the probation period of an employee within the bargaining unit for a period not to exceed one (1) month excluding overtime and holiday premium time. The employing department shall notify the employee and the Association of the reasons.

D. The Association shall represent probationary employees of this bargaining unit for the purpose of collective bargaining in respect of rates of pay, wages, hours of employment and other conditions of employment except discharged, reverted, and suspended employees for other than Association activities, provided that, employees serving a probation as a condition of a status change shall be entitled to Association representation in cases of suspension and discharge.

12. PROMOTIONAL PROCEDURE

A. To implement this procedure a Notice of Promotional Opportunity will be posted at each Department for not less than ten (10) working days. Any nurse in the next lower classification may file a written notice of consideration or interest with the personnel office.

B. Any nurse who applies for a promotion and who is not considered qualified will be given written notification of the reason of her disqualification.

C. All qualified personnel will then be listed in rank order on the basis of:

1. Service rating, maximum twenty (20) points.
2. Nursing experience, maximum twenty (20) points.
3. Training, maximum twenty (20) points.
4. Length of City Service, (1 point per year), maximum ten (10) points.
5. Time worked in Department when vacancy occurs (1 point per year), maximum ten (10) points.
6. Demonstrated promotional potential, maximum ten (10) points.

D. As promotional opportunities occur, they will be filled by taking qualified personnel in rank order from the above mentioned list. The nurse selected for promotion shall be given an orientation as to the duties and responsibilities of her new position either before or during the probationary period. 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.

E. The City shall provide in-service training, both practice and theory, to all qualified personnel where it is evident that such training is necessary.

F. It is recognized that exceptions from the above provisions can be made when Career Development Programs are instituted for Affirmative Action purposes.

13. OUT OF CLASS ASSIGNMENTS

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

B. When an employee is assigned to perform work clearly outside of his classification or be assigned and given responsibility to perform the preponderance of duties regularly performed by another employee in a higher class for more than fifteen (15) consecutive work days, the employee so assigned shall be compensated at the appropriate rate for the work performed.

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

14. 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 the employee's regular duties in an approved educational institution.
3. Military service.

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

B. To be eligible for a leave of absence, the employee must have completed one year of continuous classified service immediately prior to the leave. This requirement shall not apply to leaves for military service.

C. Leaves of absence (excluding military) may be extended for periods up to two (2) years. After two years, the person's name may be placed on the preferred eligible list for an additional two (2) years. Seniority of persons on leave of absence shall be governed by the Seniority article of this Agreement.

D. Leaves for Association Business - Members of the Association elected to Association positions or selected by the Association to do work which takes them from their employment with the Employer shall, at the written request of the Association receive temporary leaves of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be re-employed at work with accumulated seniority not to exceed two (2) years all in accordance with Personnel Department Rules. Employees will obtain leave renewal from the City on forms provided by the City.

E. Unless otherwise provided for, the procedure for the administration of this Article shall be in accordance with Personnel Department Rules.

15. EVALUATIONS

Newly appointed or promoted nurses shall have a written evaluation of their work performance by their immediate supervisor and Department Head during their probation period and every twelve (12) months thereafter. She shall acknowledge such evaluation by signature. All other nurses shall have a written evaluation of their work performance every twelve (12) months. They shall acknowledge such evaluation by signature.

16. PROFESSIONAL MEETINGS

A. With prior approval of the Division Head and Department Head, 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 professional 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.

B. A nurse may submit her 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.

17. STATE AND NATIONAL CONVENTIONS

One (1) member of the Association, elected to attend a State or National Convention, shall be allowed time off without loss of time or pay. Total approved attendance shall not exceed one (1) convention per calendar year.

18. ACCESS BY ASSOCIATION REPRESENTATIVES

Association representatives, after first notifying the Department Head or his designated representative may visit assignment areas where the nurses they represent are located for the purpose of representing such employees and subject to and in accordance with the Special Conference procedure at reasonable intervals during working hours, provided that they do not interfere with patient care.

19. MAINTENANCE OF DISCIPLINE

A. It is assumed that each Registered Professional Nurse will abide by such rules of professional conduct for the smooth operation of each facility and care of patients as are necessary.

B. Discipline will be of a corrective nature rather than punitive, and will be progressive, except in cases where immediate suspension or discharge is warranted. Disciplinary action serves two purposes: first, to correct a nurse who has been unsatisfactory in one or more respects to the end that she will become a satisfactory employee; second, as a warning or deterrent to other nurses who may be in danger of becoming unsatisfactory.

C. Individual disciplinary penalties, including suspension or discharge, shall be for just cause and may become a subject for the grievance procedure.

D. Should a discharged or suspended employee or the designated representative consider the discharge or suspension to be improper, a complaint shall be presented, in writing, through the designated representative to the Department Head or his designated representative within five (5) working days of the discharge or suspension. The grievance shall be processed in accordance with Step 3 of the grievance procedure.

E. In imposing any discipline on a current charge, management will not take into account any prior infractions which occurred more than two (2) years previously.

F. Any nurse may review her Department personnel file by submitting a written request to do so to the Personnel Office. Such requests may not be honored more than once every six (6) months.

20. USE OF CITY FACILITIES

A. The Association may use available rooms at the Department for Association meetings, with the prior consent of the Department Head or his designated representative.

B. The Association shall have the right to use designated bulletin boards to announce local, state, regional, national meetings and to otherwise inform its members of matters of professional interest.

C. The Association meetings, at which management personnel would not be welcome by the Association, shall not be held on City property.

21. TERMINATION OF EMPLOYMENT

A. At least two (2) weeks written notice of termination of employment shall be given by an employee.

B. At least two (2) weeks written notice of termination of employment shall be given to the nurse by the City except for unusual circumstances where there is just cause for immediate termination.

22. ORGANIZATION ACTIVITY

Activities involving internal management of employee associations such as collection of dues, assessment of other funds, membership meetings, campaign for office, distribution of literature, or membership drives may not be conducted during working hours or in City work areas.

23. EDUCATIONAL COURSES

Registered professional nurses employed by the City may participate in a Tuition Refund Program as administered by the Personnel Department (see Schedule C).

24. MISCELLANEOUS

A. 2080 Hour Year: Salaried employees will have their hourly rates computed by dividing their annual salary by two thousand eighty (2080) hours.

B. Worker's Compensation: All employees shall be covered by the applicable Worker's Compensation Laws.

C. 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.

D. Educational Bonus: All employees in the bargaining unit with a Masters Degree in the field of Nursing will be entitled to a three hundred dollars (\$300) educational bonus not to exceed the maximum rate.

E. Effective July 1, 1980 employee benefits for those employees sixty-five (65) years of age and older may be modified as permitted by law but shall not result in any additional cost to the employee, (e.g. coordination of medicare/medicaid coverage with City hospitalization coverage).

F. 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.

G. Credit for Experience:

Experience for nurses will be evaluated on the following basis:

1. New Hires

- 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 of date of termination. If an employee returns after one year, she will be entitled to one (1) 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.

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. Transfer within Department of Health:

- a. Consideration will be given in assigning employees to the facility of their choice. A facility is determined by a geographic address. Any employee who desires a lateral transfer in their classification to another facility must submit a request in writing to the Nursing Director. Such notice must be on file at least thirty (30) calendar days prior to such vacancy. In the event of a vacancy employees who have transfer requests on file will be given first consideration in

filling the vacancy. Any nurse who does not receive the requested transfer will be given the reason(s) therefore in writing upon request.

b. Nurses, who are transferred involuntarily, will be given at least two weeks notice of such transfer whenever practicable with notice to the bargaining unit. Upon request, the nurse will be given the reason for the transfer in writing. After the written answer and provided that a request is made within three (3) calendar days, of receipt of such, the nurse shall be granted a meeting with the Nursing Director, or her representative, to obtain additional information as to the reason for the transfer. The Nurse may have one representative in addition to herself at such a meeting.

4. Promotions: When an nurse is promoted in series she will be paid the minimum of the new class or the next highest rate level in the new class over her old rate, whichever is greater.

5. 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) calendar 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 a full-time experience on the basis of 260 calendar days equalling a full year of experience. 5-b above will apply to a partial year of experience.

d. Only 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.

H. Weekend Scheduling: For the duration of this Agreement, the practice with regards to the scheduling of weekends off shall continue as currently administered.

I. Address and Telephone Change: Employees are to give the City notice of any change of address or telephone number within seven (7) calendar days of such change. A copy of the change form shall be retained by the nurse.

J. Anticipated Changes: The City will keep the appropriate Department representatives informed of anticipated changes affecting the individual Department and will notify the Association when more than one Department in the entire bargaining unit is directly affected.

Such notice will be provided at the earliest possible date, and meetings will be arranged to discuss the changes at the request of either party.

25. WORK WEEK, WORK DAY, SHIFT PREMIUM

A. Standard Service Week:

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

2. The first scheduled "off day" within the payroll work week shall be designated as the "sixth day" and the second scheduled "off day" within the payroll work week shall be designated as the "seventh day."

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

B. Service Day and Work Day:

1. The 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.

In 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 26 of the contract.

2. Two (2) coffee breaks of not less than fifteen (15) minutes per shift shall be permitted.

C. Afternoon and Night Shifts:

1. Shift Premium Times - The afternoon shift shall be any full-time shift starting between the hours of 11:00 a.m., and 6:59 p.m. inclusive.

The night shift shall be any full-time shift starting between the hours of 7:00 p.m., and 3:59 a.m. inclusive, in accordance with Chapter 16, Article 5, Section 12, of the Municipal Code of the City of Detroit.

2. Registered nurses who work on the afternoon shift shall be paid seventy-five cents (75¢) per hour premium. Registered nurses who work on the night shift shall be paid eighty-five (85¢) per hour premium.

D. When an employee is called to work she shall receive the overtime pay for the hours worked or a minimum of four (4) hours of pay at her regular straight time hourly rate of pay, whichever is greater, in accordance with the resolution of May 17, 1977, J.C.C. p. 1034.

26. OVERTIME

Overtime will only be worked in an emergency situation and time worked in excess of the normal service day or week will not be recognized as overtime without the approval of the Director of Nurses or her designated representatives. It shall not be permissible for employees to work overtime in anticipation of taking time off.

A. Time and one-half (one-hundred and fifty percent [150%]) of the basic or hourly rate will be paid for hourly rated employees as follows:

1. All hours worked over eight (8) in one service day except if such time is worked on a seventh day or a holiday.
2. All hours worked over forty (40) in one service week except if such time is worked on a seventh day or a holiday.

B. Overtime is credited at time and one-half (one-hundred and fifty percent [150%]) of the basic or hourly rate for salaried employees as follows:

1. For all hours worked over eight (8) in one service day except if such time is worked on a seventh day or holiday.
2. For all hours worked over forty (40) in one service week except if such time is worked on a seventh day or holiday.
3. For all hours worked on the sixth day of the service week as defined by Article 25.

C. Determination of Payment of Overtime Credit

The amount and form of payment for overtime credit is determined after completion of the entire work week.

1. Employees assigned to a 35 hour work week shall receive:
 - a. Cash payment at one-hundred and fifty percent (150%) for all hours worked over forty (40) in the service week.
 - b. Compensatory time and/or cash payment at one-hundred and fifty percent (150%) for all hours worked on the sixth day provided the employee has worked the assigned hours in the work week.
2. Employees assigned to a 40 hour work week shall receive:
 - a. Cash payment for all hours worked over eight (8) in a service day.
 - b. Cash payment for all hours worked over forty (40) in a service week.

D. Double time - (two-hundred percent [200%]) of basic or hourly rate, will be paid employees for all hours worked on a seventh day.

E. Work on holidays shall be paid in accordance with Article 27.

F. All time paid under this contract and existing rules and ordinances for sick leave, holidays, vacation, and jury duty shall be counted as time worked for the purpose of computing overtime.

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

H. All employees who are paid on a salary basis shall receive cash payment during periods declared as emergencies by the Mayor for all overtime credited to them under Section B, above. When employees receive a general excuse from work by the Mayor, during periods declared as emergencies by the Mayor, those employees required to work their regularly scheduled hours shall be granted straight time off, equal to the hours worked exclusive of overtime, at a later date in addition to their regular pay, provided that such time off shall not be construed to be overtime. The provisions of this section shall apply to all nursing classifications covered by this contract.

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

27. HOLIDAYS AND EXCUSED TIME OFF

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

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

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

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

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

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

D. If an employee is absent without just cause on a holiday on which he is scheduled to work, he 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 Columbus Day, Veteran's Day, 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 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 engages in a work stoppage which extends through a holiday. All benefits under this Article will be forfeited for the holiday or excused time in question.

I. If a Holiday or Excused Time Day falls on Saturday it shall be observed on the preceding Friday, and if a Holiday or Excused Time Day falls on Sunday it shall be observed on the following Monday for all employees except those assigned to six and seven day operation. Should two (2) consecutive Holidays or Excused Time Days occur on a Friday and Saturday, or on a Sunday and Monday, Friday and Monday, respectively, shall be designated as the official Holidays.

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

K. The calendar holiday shall be the holiday for employees assigned to six and seven day operations.

L. The City shall have the option to close all or part of its facilities between Christmas Day and New Year's Day. Employees shall have the option of using vacation, swing holidays, compensatory time or no-pay for any days off during this period.

28. 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 each service month of not less than eighteen (18) normal service days, not to exceed twelve (12) sick leave days in any one fiscal year. Sick leave earned may accumulate without limitation in accordance with Chapter 16, Article 7, Section 2 of the Municipal Code of the City of Detroit.

B. Additional sick leave of five (5) service days shall be granted on July 1 to all employees with a full year of service. All reserve sick leave earned may accumulate without limitation in accordance with Chapter 16, Article 7, Section 2 of the Municipal Code of the City of Detroit.

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

29. 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 eight hundred 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 one-thousand six hundred (1,600) 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.
2. When an official holiday occurs during a scheduled vacation, the employee shall receive holiday pay for the day and will not be charged vacation for that 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 sixteen-hundred (1600) hours, those who died, and those who are separated from the service, either temporary or permanently, so that it is apparent at the time of separation that they will not accumulate sixteen-hundred (1600) hours of paid time, shall be entitled to vacation leave before such separation computed as follows: 8.3 per cent of the vacation credit of the previous July 1st multiplied by the number of calendar months in which employees have been paid for not less than eighteen (18) normal service days, excluding overtime, and rounded to the nearest whole number. After sixteen-hundred (1600) hours are worked in a fiscal year, employees will be entitled to one-hundred per cent (100%) of their next July 1st vacation. Employees who have attained status for at least twelve (12) months but have not yet been placed on a fiscal year basis, and who are separated from the service, shall be entitled to prorated vacation leave, computed by multiplying the number of months worked from the one year anniversary to the date of separation by 8.3 per cent and rounding the product to the nearest whole day.

E. VACATION PRORATION - LAYOFFS:

If an employee is laid off for an extended period of time, he will receive any unused vacation credit including that accrued in the current fiscal year on a pro-rata basis according to Section 29-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 is laid off.

F. An additional vacation leave, not to exceed five (5) days annually will be available to employees who have retained a total of fifty (50) days in their combined sick leave banks on any July 1st. Such additional vacation leave shall be equal to one-half (1/2) the difference between the amount of current sick leave credited and the amount of sick leave used during the fiscal year immediately preceding the July 1st date, not to exceed five (5) working days.

Bonus vacation shall not be decreased or affected by usage of sick leave in connection with Worker's Compensation cases.

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

H. 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.

I. For the purpose of this article a month shall be defined as one in which:

1. An employee is on the payroll for the entire month (except when an employee's anniversary date falls on the first work day of the month) and
2. An employee works eighteen (18) service days in that month.

30. FUNERAL LEAVE

A. If a death occurs among members of the employee's immediate family, the employee will be granted three (3) days leave, not to be charged to sick leave. Such leave may be extended to five (5) days within the discretion of the department head based on individual circumstances.

B. Definition of Immediate Family: The immediate family is defined as wife, husband, son, daughter, brother, sister, father, mother, step-father, step-mother, or other member of the household.

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.

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

E. If circumstances warrant additional funeral time over and above the provisions outlined, the Department Head may grant the request and may charge the additional time to the employee's account.

F. The Association representative, with the approval of the Department Head, shall be allowed one (1) funeral leave day, not to be charged to sick leave, in the event of the death of a member of his Union who is an employee of the City, to attend services.

G. All of the above provisions shall be in accordance with Chapter 16, Article 5, Section 24.1 of the Municipal Code of the City of Detroit.

31. JURY DUTY

A. An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay for all days he is required to serve on jury duty in accordance with the City Council resolution of March 16, 1965, J.C.C. page 459, as amended.

B. Jury Duty shall be considered as time worked.

32. HOSPITALIZATION, MEDICAL INSURANCE, DENTAL
INSURANCE AND OPTICAL CARE

A. The City shall provide hospitalization and medical insurance based on the Blue Cross/Blue Shield ward service under the Michigan Variable Fee coverage (MVF-2) and the Prescription Drug Group Benefit Certificate with two dollar (\$2.00) co-pay (Certificate #87), known as the two-dollar (\$2.00), deductible Drug Rider for employees and their legal dependents, duty disability retirees and their legal dependents, and duty death beneficiaries and their legal dependents, as provided by Chapter 16, Article 9 of the Municipal Code of the City of Detroit.

B. Employees shall have the option of choosing alternative hospitalization medical coverage made available by the City. The City's contribution to the alternative plans shall be limited to the premium cost for Blue Cross/Blue Shield ward service rates, excluding dental insurance. Total Health Care, Michigan Health Maintenance Organization and Health Alliance Plan shall comprise the list of alternative hospitalization plans. If at the end of any fiscal year an alternative hospitalization plan has failed to enroll 5% of the bargaining unit employees, the City shall have the option of removing that plan from the list of eligible carriers.

C. The City will pay the premium for regular retirees and their spouses for hospitalization and medical insurance based on the Blue Cross/Blue Shield ward service under the Michigan Variable Fee coverage (MVF-2) and the Prescription Drug Group Benefit Certificate with two dollar (\$2.00) co-pay (Certificate #87) known as the two dollar (\$2.00) deductible Drug Rider as provided by City Council in the 1977-78 closing resolution. The City will pay this premium for regular retirees and their spouses for only as long as they receive a pension from the City.

D. Effective July 1, 1981, the City shall improve its Blue Cross hospitalization plan for active employees and their dependents by providing Blue Cross Master Medical insurance with a twenty percent (20%) co-pay benefit and a fifty dollar (\$50.00) per person annual deductible (\$100.00 for two or more in a family).

E. Effective July 1, 1980, 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 benefits on a 25% co-pay basis and Class II and III benefits on a 50% co-pay basis. Classes I, II, and III benefits shall not exceed \$1,000 per person per year. In addition, Orthodontic coverage shall be on a 50% co-pay basis with a \$1,000 life time maximum. Employees hired on or after the date this Agreement is signed shall not be eligible for these benefits until they shall have worked 1,040 straight time hours.

Other terms and conditions regarding these plans shall be in accordance with the standard Blue Cross/Blue Shield policies regarding administration of such programs.

F. The City will provide Optical Care Insurance through the Employee Benefit Board and such benefit will include case hardened lenses. The City will continue to provide optical care through the present carrier, through the Employee Benefit Board.

G. 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 earmarked or designated for the purpose of the Federal Program.

33. 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 16, Article 9, Section 16-9-2 currently provides a death benefit of \$4,900.00.

1. MEMBERSHIP
Mandatory for regular employees.
2. CONTRIBUTIONS
By the City - \$20.70 per year per employee.
By the employee 25¢ per week.

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

1. A duty death benefit of \$10,000 will be paid employees who are killed or who die as a direct result of injuries sustained in the actual performance of their duties in accordance with the City Council resolution of March 26, 1974, p. 627, and March 2, 1954, p. 509.
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.
3. Claims for this payment shall be made in accordance with the City Council resolution of March 26, 1974, p. 627.

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

C. GROUP LIFE INSURANCE

A group life insurance program for the employee and his family is available for all members of the Employees Benefit Plan on an optional basis, under the provisions of the City Code, Chapter 16, Article 12.

1. Membership - Optional for members of the Employees Benefit Plan.
2. Contributions - Rate varies, based on the group experience. The City's contribution and the employee's contribution shall be determined by the Employee Benefit Board.
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

(Additional life insurance is available through this plan at the employee's expense).

4. 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
	OR
70¢ per week	\$5,000 each dependent

- b) For employees hired on or after December 21, 1973
- | | |
|--------------|------------------------|
| 70¢ per week | \$5,000 each dependent |
|--------------|------------------------|

34. UNUSED SICK LEAVE ON RETIREMENT

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

1. Twenty-five (25) years or less of service - one-half unused sick leave not to exceed thirty (30) days.
2. Each additional complete year of service over twenty-five (25) - five (5) additional days added to the limit.

B. Effective July 1, 1982, upon retirement, or death with twenty (20) years of service, an employee shall be entitled to a payment of one-half (1/2) of their unused sick leave.

C. All the above shall otherwise be in accordance with the City Council Resolution of November 8, 1961, J.C.C. p. 2292 as amended.

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

35. LONGEVITY PAY

A. Employees may qualify for the first step of longevity pay, provided they have served as City employees for an accumulated period of eleven (11) years.

B. 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 sixteen (16) years.

C. 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 twenty-one (21) years.

D. The first step of longevity increment shall be one-hundred fifty dollars (\$150). The second step of longevity increment inclusive of the first step, shall be three-hundred dollars (\$300). The third step of longevity increment, inclusive of the first and second step, shall be four-hundred and fifty dollars (\$450).

E. Employees who have qualified for longevity pay and have accumulated at least 216 days of paid time exclusive of overtime or premium 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 1 because of a temporary unpaid absence of thirty (30) continuous days or less extending through the December 1 date in question.

F. 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.

G. 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 eighteen days of service.

H. All of the above provisions in accordance with Chapter 16, Article 11 of the Municipal Code of the City of Detroit.

36. LAYOFF BENEFIT PLAN

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.

The City agrees, subject to all of the following rules and qualifications, to institute effective January 1, 1981 a Supplemental Unemployment Benefit Plan.

Section 1. Application for Supplemental Unemployment Benefits.

No employee shall be eligible for S.U.B. unless and until he 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 is on layoff from the City with respect to the week for which application is made, and he 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 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 voluntary
 - 5) was issued and became effective after December 31, 1980.

- b) with respect to such week, the applicant:
 - 1) had sufficient seniority to be eligible for one week's benefit,
 - 2) has registered at and has reported to an employment office of the Michigan Employment Security Commission as required by the MESC;
 - 3) has received unemployment compensation from MESC not currently under protest;
 - 4) has not refused to accept work when recalled pursuant to the Collective Bargaining Agreement and has not refused an offer by the City of other available work which the applicant has no option to refuse under the Collective Bargaining Agreement;
 - 5) has not failed to report for interview within five (5) working days after notice of recall from the City.
 - 6) has not failed through any fault of his 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 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 was not eligible for such a benefit from, or under any contract, plan or arrangement of, any employer with whom he has greater seniority than with the City;
 - 10) must have been on continuous layoff from the City for a period of four full weeks;

- 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 shall misrepresent any material fact in connection with an application by him for any S.U.B. or other unemployment compensation. Furthermore, he shall be subject to disciplinary action upon his 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 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 Supplement 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 Supplement 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, nor a total of twenty six (26) weeks in any one fiscal year.

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

37. RETIREMENT PROVISIONS

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 on July 1, 1976 or later has thirty or more years of credited service may retire upon his 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 desires to be retired. On the date so specified for his retirement he shall be retired notwithstanding that pending such period of notification he may have separated from City service. Upon his retirement he 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. This provision shall include all employees who retire on or after July 1, 1974 and shall be retroactive to that date.

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.

38. UNIFORM ALLOWANCE

Employees who are required to wear a specific uniform will receive a one hundred sixty dollars (\$160.00) allowance once annually during the term of this Agreement. Eligible employees must be on their department's payroll at the time payment is issued.

In addition, beginning registered nurses in the public health series shall receive an initial allowance of one hundred sixty dollars (\$160.00) for the purchase of the required uniform which shall be paid after ninety (90) days on the payroll and paid one time only.

39. 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 following rates:

Fourteen cents per mile for all reimbursable mileage up to 700 miles per month, and eight cents per mile for all miles driven over 700 miles. In addition to the above, one dollar 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:

For employees reporting for work at DeHoCo - \$2.00 per day travel allowance.

4. The Private Car Rental Allowance will be readjusted each April 1st beginning April 1, 1975. Such adjustment will be based on the percentage change from January, 1974 to each January 1st period in the level of the Private Transportation Section of the Official Detroit Consumer Price Index for Urban Wage Earners and Clerical Worker 1967=100. Such increase or decrease will be rounded to the nearest half per cent. The amount due under the basic formula will be increased or decreased based on the percentage change in the Index. The future adjustments in the mileage program are dependent upon the availability of the monthly Consumer Price Index in its present form and calculated on the same basis as at present. No adjustments retroactive or otherwise, shall be made due to any revision which may later be made in any published figures of the Consumer Price Index.

In the event that the Bureau of Labor Statistics fails to publish any pertinent Detroit Metropolitan Area Consumer Price Index, the allowance for the period affected shall be determined in accordance with changes in the Private Transportation Section of the Consumer Price Index, U.S. City Averages as published by Bureau of Labor Statistics, U.S. Department of Labor (1967=100); and if the U.S. City Averages Index is not available, the alternate index shall be one mutually agreed upon by the parties to this Agreement.

5. Accident Payments

When an employee is involved in an accident while on City business resulting in damage to his automobile in excess of \$50.00, the City will pay for unrecoverable collision damage in excess of \$50.00 not to exceed \$100.00. 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.

6. In the event of an automobile breakdown during regular working hours, the time which an employee is allowed for servicing and repairing his automobile determined by departmental policy.

7. 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.

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

40. COOPERATION IN VALIDATION STUDIES

A. The City and the Association recognize the need for and the responsibility of the Personnel Department in taking steps to insure that written tests and other selection devices and procedures used in selecting persons for positions in City service be validated, i.e., that such devices and procedures be shown to be predictive of, or significantly related to, important elements of work behavior of the position or positions for which applicants are being evaluated.

B. The Personnel Department agrees to inform the Association of all validation studies and projects directed toward development of validated tests in which the Association or Association members are asked to participate and, upon request, to meet the Association representatives to discuss any aspects of such studies or projects.

C. The Association agrees to cooperate and provide assistance in validation studies and test development projects conducted by the Personnel Department, and to use its good offices to secure the cooperation and participation of Association members in such studies or projects.

41. 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.

The residency policy applicable to members of the bargaining unit is set forth in Rule XII, of the Personnel Department Rules issued July 1, 1980.

42. 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.

43. JURISDICTIONAL AUTHORITY

The terms and provisions of this Agreement shall be in accordance with the Charter and Municipal Code of the City of Detroit and the City Council resolutions.

44. CONTINUATION OF BENEFITS

Except as otherwise expressly provided herein, all economic benefits which employees covered by this Agreement have enjoyed until this time shall be maintained and continued by the City during the term of this Agreement.

45. OTHER CONDITIONS OF EMPLOYMENT

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

46. SAVINGS CLAUSE

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

47. SUCCESSOR CLAUSE

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

48. CONTENT

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

49. DURATION, MODIFICATION AND TERMINATION

This Agreement shall become effective upon the effective date of Resolution of Approval of the City Council as provided by law and shall remain in full force and effect until 11:59 P.M., June 30, 1983.

If either party desires to modify this Agreement, it may give notice to the other party as early as April 30, 1983.

In the event the parties fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic items by June 30, 1983, this Agreement will remain in effect on a day to day basis. Either party may terminate the Agreement by giving the other party a ten (10) calendar day written notice on or after June 20, 1983.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 12th day of Feb, 1981.

MICHIGAN NURSES ASSOCIATION

CITY OF DETROIT

Diane Respert, RN
Diane Respert

Coleman A. Young
Coleman A. Young, Mayor

Margaret J. Gristen 2/12/81

Mark R. Ulichny
Mark R. Ulichny, Director
Labor Relations Division

Randall Ward
Randall Ward

Robert C. Walter
Robert C. Walter, Director
Personnel Department

Field Representative 2/12/81

William D. Dutton
ACTIVE Corporation Counsel
Law Department

Raul R. Thompson, Jr.
Raul R. Thompson, Jr., Director
Finance Department

APPROVED AND CONFIRMED BY
THE CITY COUNCIL APR 22 1981

Michael W. Kewin
DEPUTY CITY CLERK

MAY - 6 1981

SCHEDULE A

BARGAINING UNIT CLASSIFICATIONS

22-10-21	Head Hospital Nurse
22-12-21	Nurse Instructor
22-20-33	Public Health Center Administrator
22-20-40	Public Health Nurse Consultant - Community Mental Health
22-20-41	Public Health Nurse Consultant - School Health
22-20-42	Public Health Nurse Consultant - Maternal and Child Health
22-20-43	Public Health Nurse Consultant - Communicable Disease and Epidemiology
22-20-44	Public Health Nurse Consultant - Industrial Health
22-20-46	Public Health Nurse Consultant - Nursing Education
22-20-49	Public Health Nurse Consultant - Geriatrics and Chronic Diseases
22-10-31	Supervisor of Hospital Nurses
22-20-23	Supervising Public Health Nurse

SCHEDULE B

COMPENSATION

I. Improvement Factor

The improvement factor provided herein recognizes that a continuing improvement in the standard of living of employees depends upon technological progress, better tools, methods, processes and equipment, and a cooperative attitude on the part of all parties in such progress. It further recognizes the principle that to produce more with the same amount of human effort is a sound economic and social objective. Accordingly, all employees covered by this Agreement shall receive an improvement factor increase in this wage rate as follows:

Effective July 1, 1980	6%
Effective July 1, 1981	6%
Effective July 1, 1982	6%

II. Step Increments

Effective October 1, 1980, the basic step increment schedule for salary classifications shall be changed so that the annual increments will be five percent (5%) of the employee's salary as of the date the increment is normally paid, not to exceed the maximum rate for the classification.

SCHEDULE C

TUITION REFUND PLAN

The City of Detroit will, under certain conditions, reimburse employees in specified occupations for the cost of school tuition:

- Sec. 1. PURPOSE: To encourage and assist employees in securing additional training which will contribute to the technical and professional development of the employee and better performance of municipal services.
- Sec. 2. ELIGIBILITY: Eligibility is limited to certified employees with permanent status in the classified service and Charter Appointees, who are employed full time whose proposed program meets the requirements set forth in Section 3, 5 and 6. (CSC approved 2-11-75)
- Sec. 3. APPROVAL OF COURSES: The Tuition Refund Plan will apply only to courses which:
- A. Are determined by the Civil Service Commission to be generally related to and acceptable for the occupation in which the certified employee with permanent status is working or for which she is preparing and are determined by the Civil Service Commission to be related to and acceptable for the present occupations of Charter employees. (CSC approved 2-11-75)
 - B. Are conducted by an accredited educational institution or agency. Institutions other than regular high school and recognized junior colleges and universities will not be approved until they have been investigated and found to be acceptable by the Civil Service Commission.
- Sec. 4. AMOUNT OF REFUND: The refund will be 100% of actual tuition and/or registration fee, but will not exceed the authorized maximum for any one employee during any one fiscal year. Refund payments will not include the cost of books, supplies, equipment, or special fees or expenses other than regular tuition and/or registration fee. Refund requests covering more than two college courses per term or eight courses per year will be approved only under circumstances acceptable to the Civil Service Commission.
- Sec. 5. QUOTAS: Each fiscal year the Civil Service Commission will set up a quota system for allocating the available funds to the several departments in quarterly allotments.

Sec. 6. ADMINISTRATION: The Tuition Refund Plan shall be administered by the Training Division of the Civil Service Commission as follows:

A. SEQUENCE:

1. The application for approval of the proposed course must be submitted to the Training Division of the Civil Service Commission before the course starts in order for the employee to be eligible for a refund.
2. The payment will be made after the course is completed and the employee has met the requirements listed in Section 6-D.

B. APPROVAL OF A REFUND APPLICATION will be given only if it meets all of these tests:

1. The applicant is eligible as defined in Section 2.
2. The course is job related as determined by the Civil Service Commission.
3. The institution offering the course is approved.
4. The application has been reviewed by the employee's supervisor and the Personnel Officer or the Department Head.
5. The specific subject matter of the course is not available in an existing in-service training program.
6. The tuition has not been or will not be paid by any other institution or scholarship or grants in aid.
7. Completion of the course can be reasonably expected to increase the employee's value to the City.
8. The employee can complete the proposed course without interference with the performance of the duties of her position.

C. APPLICATION PROCEDURE:

1. The employee must fill out an application form provided by the Civil Service Commission and submit it to her supervisor prior to the starting date of the course.

2. The application must be signed, with or without approval, by both the supervisor and the Personnel Officer and submitted to the Training Division of the Civil Service Commission before the course begins.
3. The Training Division will check the application, approve or disapprove the request, and notify the employee and the Personnel Officer.

D. AUTHORIZATION OR REFUNDS: Refunds will be made only to the employee who has:

1. Secured written approval of the course or courses from the Commission.
2. Successfully completed a probationary period.
3. Submitted evidence to the Training Division that she has paid the tuition and successfully completed the course with a grade of "C" or better.
4. Filed his report of completion within ninety (90) days after the end of the school term, and
5. Is on the City payroll at the time the check is issued, or in the event that the employee has been laid off and is on a preferred eligible list for recall, was on the payroll when the course started.

The Civil Service Commission may withhold approval of a refund to any employee who after making application for refund has been suspended or found guilty of improper conduct or failure to perform her job.

E. REFUND PROCEDURE:

1. After successful completion of the course, the employee must file a report with the Commission (on a form provided by the Commission) within ninety (90) days after the end of the school term.
2. The Training Division will examine the report and if all conditions required for refund have been met, will authorize payment of the refund and have the necessary voucher processed for payment.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND
MICHIGAN NURSES ASSOCIATION

Re: Health Program

The City agrees to provide the following health program:

A. Free Tests:

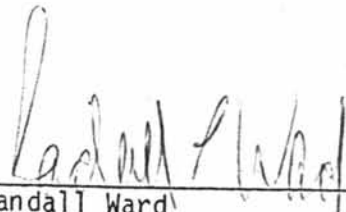
1. Annual tuberculin testing (including Chest X-Ray)
2. Blood test (CBC)
3. Vision and hearing
4. Urinalysis

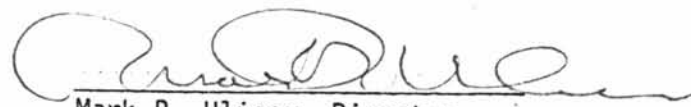
B. Results of above tests must be sent to private physician upon request.

C. Free Immunizations:

1. Small Pox vaccination
2. Tetanus toxoid series or booster
3. Influenza
4. Adult diphtheria toxoid series or booster
5. Polio series or booster

Dated this 19th day of February, 1981.


Randall Ward


Mark R. Ulicny, Director
Labor Relations Division

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND
MICHIGAN NURSES ASSOCIATION

Re: Interpretation of Holiday for Six and Seven Day Operations
Employees

When computing holiday pay under this language, the day selected as the holiday shall be that day which grants the employee the maximum pay credit for working the calendar holiday, the substitute holiday or both the calendar holiday and the substitute holiday, without pyramiding holiday pay premium.

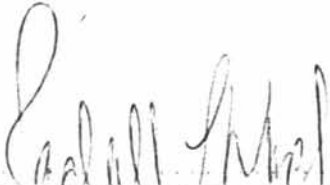
Other specific interpretations are as follows:

If an employee is normally scheduled to work both the actual calendar holiday and substitute holiday and he is given the actual calendar holiday off with holiday pay and works the substitute holiday, he shall receive the holiday premium for the substitute holiday.

If an employee is off sick on the actual calendar holiday, he shall receive holiday pay in lieu of sick pay and if he works on the substitute holiday, he shall receive holiday pay premium.

If an employee is AWOL on the actual calendar holiday but works the substitute holiday, he shall not be entitled to holiday pay or holiday premium.

Dated this 12th Day day of February, 1981.



Randall Ward



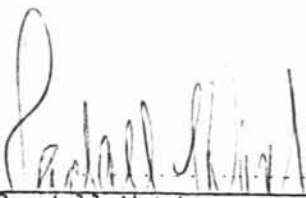
Mark R. Ulicny, Director
Labor Relations Division

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND
MICHIGAN NURSES ASSOCIATION

RE: Sickness and Accident and Long Term Disability Insurance

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

Dated this 12th day of February, 1981.



Randall Ward



Mark R. Ulicny, Director
Labor Relations Division

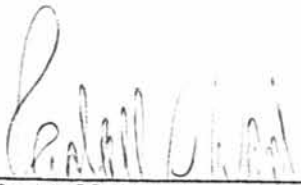
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND
MICHIGAN NURSES ASSOCIATION

Re: Dates for Christmas - New Year Shutdown

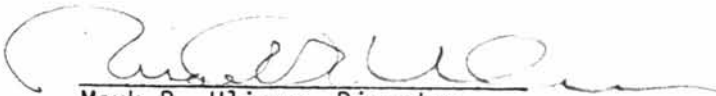
The parties agree that the days the City may close down under the provisions of the Christmas - New Year shut down provisions of the contract are as follows:

1980-81 December 26, 29, 30 - January 2
1981-82 December 28, 29, 30
1982-83 December 28, 29, 30

Dated this 19th day of February, 1981.



Randall Ward



Mark R. Ulicny, Director
Labor Relations Division