

6/30/92

SUPPLEMENTAL AGREEMENT *of the Master AFSCME*  
BETWEEN THE *agreement which expires*  
CITY OF DETROIT *6/30/92*  
DEPARTMENT OF TRANSPORTATION

AND

LOCAL 214

MICHIGAN COUNCIL 25

OF THE

AMERICAN FEDERATION OF STATE, COUNTY, AND  
MUNICIPAL EMPLOYEES

AFL-CIO

1989 - 1992

*Detroit, City of*

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SUMMARY OF CHANGES

CITY OF DETROIT DEPARTMENT OF TRANSPORTATION

AND

LOCAL 214 AFSCME

1989 - 1992

The changes listed below are those which alter the actual provisions from the old contract. Changes which are made just to clarify language, but without changing meaning or intent are not listed. There are several occasions where practices of long standing have been reduced to writing and placed in the contract. These are also listed below.

The Articles appear in the order they appear in the new contract. Any Article which does not appear was not changed.

ARTICLE 4 - UNION OFFICERS AND REPRESENTATION

- E. Language changed to allow for Union officers, upon election to their offices, shall be allowed to exercise super-seniority on a Monday through Friday shift selection at the location where assigned when elected.
- G. Union representation on Department's Employees Assistance Program Committee increased to four (4).

ARTICLE 17 - SENIORITY

- A. Seniority redefined as length of time employee is certified in Local 214 Bargaining Unit. Employees certified prior to July 1, 1989 retain salary seniority based on total City seniority.

Seniority for employees who leave bargaining unit shall be based on their re-entry date.

Listing of Operating Series classes moved to this Article. The seniority provisions for this class did not change.

- B. Language was added that establishes the seniority for employees who return to Operating Series after being certified to another classification. They are to be returned to bottom of their previous classification.

ARTICLE 18 - PROMOTIONS - TRANSFERS

- F. Transportation Emergency Dispatcher classification removed from lateral move provisions of this Article.
- G. Present practice of employees being promoted to Transportation Schedule Maker classification after qualifying for position placed in contract.
- H. New Paragraph added which provides for the filling of vacant Transportation Emergency Dispatcher positions through posting procedure and when there are no applicants, then present move up practice of most senior Transportation Terminal Assistant will continue.

ARTICLE 19 - VACATIONS

- 5. Present practice of lump sum vacation payments being made at end of fiscal year to employees on extended absences added to contract.
- 6. New paragraph added which provides for Relief Class employees to be allowed to use their initial picked vacation when possible.

Also added was a provision to pay Relief Class employees at the appropriate rate of pay when they go on vacation in accordance with the Master Agreement.

MEMORANDUM OF UNDERSTANDING

Re: SPECIAL UNIFORM ALLOWANCE

This memo was changed and updated to provide for Transportation Information Clerk and Senior Property Guard classes to receive pay for one (1) complete uniform in addition to uniform allowance when a decision is made as to when they will be required to wear uniforms.

MEMORANDUM OF UNDERSTANDING

Re: SICK LEAVE

Provides for continued negotiations through March 1, 1990,  
On Local 214 returning to general City's sick leave  
program.

SUPPLEMENTAL AGREEMENT  
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CITY OF DETROIT  
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AFL-CIO  
1989 - 1992

DEPARTMENT OF TRANSPORTATION  
LOCAL 214 AFSCME  
SUPPLEMENTAL AGREEMENT

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## 1. AGREEMENT

This Supplemental Agreement is mutually entered into between the City of Detroit Department of Transportation and Local 214 Department of Transportation Unit of Michigan Council 25 of the American Federation of State, County and Municipal Employees.

Hereinafter for brevity and reference only, the Department of Transportation of the City of Detroit shall be referred to as the Employer and Local 214 Michigan Council 25, American Federation of State, County and Municipal Employees shall be referred to as the Union.

## 2. PURPOSE AND INTENT

The purpose and intent of this Agreement is to define those matters and working conditions which are not covered by the Master Agreement and which are peculiar to the Department of Transportation and the Bargaining Unit represented by Local 214 AFSCME herein.

## 3. RECOGNITION

- A. The secretaries of the Director, Deputy Director, Commission Administrative Coordinator, Personnel and Labor Relations Administrator and Director of Streets and Traffic (5) shall be excluded from the Bargaining Unit, classification notwithstanding.
- B. AFSCME classifications represented by Local 214 AFSCME Bargaining Unit will continue under its jurisdiction for the duration of this Supplemental Agreement.

## 4. UNION OFFICERS AND REPRESENTATION

- A. The President will be compensated an additional ten (10) hours of pay weekly, and the four (4) Vice-Presidents will be compensated an additional five (5) hours weekly at the appropriate straight time rate in their Civil Service classification in which they hold permanent status, for all time consumed in settlement of grievances, attending meetings with representatives of the Department, or participating in activities related to Personnel or Labor Relations matters of the Department.

Substitute Vice-Presidents may be appointed by the Union during the absence of regular Vice-Presidents. When a regular Vice-President is absent for S & A, Vacation, or approved Sick Leave, the designated substitute Vice-President will be paid his regular wages and the additional five (5) hours when the absence is for a full payroll work week. For absences less than the payroll work week, the five (5) additional hours will be paid to the regular Vice-President.

When a Vice-President is allowed off to conduct other Union business and a substitution for this person would not adversely affect the Department's operation, then the regular Vice-President will be paid their regular wages and the additional five (5) hours and the substitute Vice-President will be paid their regular wages only and the Union will reimburse the Department of Transportation for the gross amount of all hours paid to the substitute Vice-President.

- B. Time lost on authorized Management-Union business will be considered as time worked for all benefits (e.g. Vacation, Sick Leave, Longevity).

When such absences are requested by and previously approved by the Department, the employee will be paid by the Department.

When an employee is excused on Union business, paid their regular wages and the Department is reimbursed by the Union for their gross wages, the lost time will be considered as time worked.

The Department will bill the Union for reimbursement of payment for approved absences on a quarterly basis.

- C. Department agrees to pay the President and four (4) Vice-Presidents of Local 214 or their designated replacement during their regular shift for scheduled working time lost in Supplemental Contract negotiations.
- D. Grievance Committee shall consist of four (4) Vice-Presidents of Local 214 or their designated representatives.



- E. All employees, while serving as elected Union officers in any of the following capacities, shall be given super-seniority at the location where they were assigned at the time of election insofar as Monday through Friday shift selection over all other employees in the same job classes who are under Local 214 representation:

President  
(4) Vice-Presidents  
Secretary-Treasurer  
Recording Secretary

- F. The President and one (1) member of the Union, who are elected delegates to State and National AFSCME annual Conventions, will be allowed time off without loss of pay to attend such conventions.
- G. Four (4) representatives of Local 214 will be allowed time off without loss of pay during scheduled working hours to attend the Department of Transportation Employees Assistance Program meetings.
- H. The four (4) Vice-Presidents structure will remain as is for the duration of this Supplemental Agreement. Should changes in the Department or Union organization indicate the need for changes, such changes will be mutually agreed upon between the Department and Union.

5. BULLETIN BOARDS

- A. The Union bulletin boards shall be used in accordance with Article 37 of the Master Agreement.
- B. Bulletin boards shall be in size and location as follows:
- |                                   |     |            |
|-----------------------------------|-----|------------|
| Gilbert Terminal                  | (1) | 4 X 8 Feet |
| Shoemaker Terminal                | (1) | 4 X 8 Feet |
| Coolidge Terminal                 | (1) | 4 X 8 Feet |
| Coolidge Terminal, Telephone Room | (1) | 4 X 4 Feet |

Coolidge Terminal, Dispatcher's Office	(1)	4 X 4 Feet
Admin. Bldg., First Floor	(1)	4 X 4 Feet
Admin. Bldg., Lunch Room	(1)	4 X 8 Feet
Admin. Bldg., Personnel Office	(1)	4 X 4 Feet
Admin. Bldg., Payroll Office	(1)	4 X 4 Feet
Admin. Bldg., TEO Time Office	(1)	4 X 4 Feet
Admin. Bldg., Auditing	(1)	4 X 4 Feet
Admin. Bldg., Cashier Office	(1)	4 X 4 Feet
Admin. Bldg., Money Room	(1)	4 X 4 Feet
Admin. Bldg., Scheduling	(1)	4 X 4 Feet
Admin. Bldg., Planning and Traffic Engineering	(1)	4 X 4 Feet

- C. All bulletins posted on Local 214 bulletin boards must be approved by the Union President prior to being posted.

#### 6. NOTICE TO THE UNION

- A. The Union shall be given the following notices in writing:
- |                  |   |
|------------------|---|
| PROMOTIONS       | 5 Days  |
| TRANSFERS        | 5 Days  |
| SCHEDULE CHANGES | 5 Days (except for emergencies)                                       |
| SUSPENSIONS      | 5 Days (except for emergencies, serious causes and pending discharge) |

DISCHARGE	5 DAYS
DEMOTIONS	5 Days
TRAINING OR INSTRUCTION CLASSES	10 Days
VACANCIES TO BE FILLED	10 Days
LAYOFFS	10 Days (except city-wide displacement)
HOLIDAYS, PLUS ANY AND ALL OTHER DAYS THAT THE CITY MIGHT OPT TO SHUT-DOWN WHICH IS A NORMAL SCHEDULED WORK DAY EXCLUDING CHRISTMAS AND NEW YEAR SHUT-DOWN, AS DEFINED IN MASTER AGREEMENT	10 Days (except for emergencies)

The effective date of any of the above items may be delayed by mutual agreement of the Union and the Department.

- B. Notice to the Union shall exclude Saturdays, Sundays and contractual holidays.
- C. All correspondence, communication, and notices to the Union will be sent to the Local Union President with copies to the Recording Secretary. The Union will furnish addresses where mail is to be sent.

NOTE: Emergency, for the purpose of this contract, shall be any situation which is caused by factors beyond the control of Management and which cannot be anticipated or planned for in the course of normal operations and which would require immediate action by Management. The burden of proof that an emergency situation existed rests with Management.

7. DISCIPLINARY PROCEDURE

- A. No employee shall be suspended or discharged without an opportunity for a hearing, except where the cause for suspension is so serious in nature that the employee is required to immediately cease work. In such event, the Union will be notified forthwith and a hearing will be held promptly at the request of the Union. The suspended employee will be allowed to discuss their suspension with the Union representatives, and the Employer will make available an area where they may do so before they are required to leave the property provided their Union representative is present or can be immediately available. The Employer or their designated representative will discuss the suspension with the employee and Union representative upon request.
- B. Should an employee be suspended or discharged and it is later determined that such action was unwarranted, the employee shall be returned to their regular job at their regular rate of pay, plus compensation at their basic wage rate and holiday, if any, for the time lost. If location and shift are no longer available, the employee will be allowed to select a shift and location in accordance with the employee's seniority.
- C. Suspension shall not be scheduled so as to prevent the employee from receiving premium or holiday pay (excluding overtime) except for suspensions pending discharge, suspensions for serious offenses that are given immediate effect and suspensions for more than five (5) days.
- D. Discipline which involves suspension or dismissal may be appealed to the Director of Transportation or their designated representative. When a grievance is filed and a copy filed with the Director's Office within three (3) days of the notice of suspension being issued, no penalty will be imposed until the Director of Transportation or their designated representative shall have responded in writing to the appeal. The exception to this provision shall be suspensions which are given immediate effect, emergencies, serious causes or pending dismissal. The grievant will have the

privilege to be present at the hearing at the Director of Transportation level.

- E. When imposing discipline on a current charge, the Department will not take into account any prior disciplinary action which occurred more than twelve (12) months previously.

#### 8. GRIEVANCE PROCEDURE

- A. The Department will instruct all supervisors and the Union will instruct its representatives to be familiar with and adhere to the Grievance Procedures of the Master and Supplemental Agreements.

Under the terms on this agreement, the steps under Master Agreement 8A and 8B shall be used for the resolution of grievances filed on all disciplinary action.

- B. Any grievance not answered within time limits may be considered denied. The Union has the option of appealing that grievance to the next step.

- C. Steps In Filing

Step 1 - A grievance will first be discussed with the supervisor and/or District Superintendent in charge of the operation where it originates. Every reasonable effort will be made to resolve the grievance at this level.

If the grievance cannot be resolved via this discussion it will be reduced to writing and presented to the same supervisor and/or District Superintendent with whom the discussion was held, who will render a written answer within three (3) working days of the receipt of the written grievance.

Copies of the written grievance will also be given to the Division Head and the Personnel Manager by the Union representative.

Step 2 - If answer is not acceptable to the Union, the local Union President may appeal the grievance to the Division Head, in writing, within five (5) days of receipt of the answer. The appeal must state the reason the previous answer was unacceptable.

The Division Head or designated representative shall meet with the local Union President within three (3) working days after receipt of the written appeal of the grievance to discuss the grievance.

The Division Head's written answer shall be presented to the local Union President within five (5) working days.

Step 3 - If the grievance is not settled at Step 2, the Union President may submit an appeal to the Department Head or a designated representative, in writing, within five (5) working days of the written answer rendered at Step 2. The written appeal shall state the reason the previous answer was unacceptable.

A meeting will be scheduled within five (5) working days of receipt of the appeal.

- D. The grievant will have the privilege to be present at the hearing at Director of Transportation level.
- E. Exceptions to this grievance procedure shall be suspensions given immediate effect or dismissals. This disciplinary action may be appealed to the Director of Transportation or their designated representative.

#### 9. WORK DAY WORK WEEK

- A. Transportation Engineering Division payroll work week will remain in accordance with the Master Agreement, Article 26.

The Master Agreement, Article 26 shall apply to all other DOT employees, except that the standard payroll work week shall begin at 12:01 A.M. on Saturday and end at 12:00 Midnight on Friday.

Should the payroll system become available at DOT which will allow the utilization of a Monday through Sunday payroll work week, that change will be effected.

- B. Employees shall be entitled to coffee breaks as mutually agreed upon, but not to exceed two (2) per day and for a period of time not to exceed fifteen (15) minutes each.
- C. Transportation Station Workers, Transportation Terminal Assistants, Senior Transportation Service Inspectors, Transportation Terminal Supervisors and Transportation Emergency Dispatchers working a straight eight (8) hour trick are required to remain on duty while having lunch unless other arrangements are made with Assistant Transportation District Superintendent and/or Transportation District Superintendent.
- D. Transportation Operating Division employees who are assigned to work a full forty (40) hour week will be paid the prevailing rate in lieu of their lunch period when conditions make it impossible to take a lunch break provided the lunch period is not taken at a later time.

If an employee chooses to take their lunch period at a later time, they will not be paid for the previously scheduled lunch period.

If the lunch period is rescheduled after the end of the fifth hour, the employee has the option to refuse and shall be paid thirty (30) minutes straight rate in lieu of the lunch period.

#### 10. OVERTIME

- A. Overtime shall be in accordance with the Master Agreement, except as provided herein.
- B. Overtime shall not be scheduled so as to reduce the work force.

- C. Time paid for Holidays, Excused Time, Casual Leave Time, Vacations, Jury Duty and Funeral Leave shall be considered as time worked for the purpose of computing overtime on a daily basis and on a scheduled off day.
- D. For the purpose of computing overtime for work on scheduled off days, the work week of an employee shall start on the first day following their second off day.
- E. The first scheduled off day within the payroll work week shall be designated as the "sixth day" and the second scheduled off day with the payroll work week shall be designated as the "seventh day", in accordance with the Master Agreement, Article 26 A-2.
- F. A daily overtime premium of time and one-half (150%) will be paid for work in excess of eight (8) hours and up to twelve (12) hours per day.

Work in excess of twelve (12) hours will be paid at the double time (200%) rate.

Double time (200%) shall also be paid for all work performed on the seventh (7th) day.

The premium rate of time and one-half (150%) shall be paid for all work performed on the sixth (6th) day, up to twelve (12) hours, provided the employee has satisfactorily met the forty (40) hour requirement by being paid for Holiday, Excused Time, Casual Leave, Sick Leave, S & A and/or Vacation, Jury Duty and Funeral Leave for forty (40) hours of scheduled work during the previous five (5) day work period of schedule.

- G. Salaried employees who normally work less than a forty (40) hour week will be entitled to an overtime or premium pay for working another employees regularly scheduled work shift when assigned to do so in addition to their regularly scheduled work on that same day.
- H. Overtime will be distributed as evenly as possible within each classification at each work location.



- I. When a temporary vacancy occurs in a position, said vacancy may be filled by using employees with the same classification who are available. When employees are available in the classification in which the vacancy occurs, the dual/relief class move up plan will not be resorted to if, at the time the assignment is made, it is apparent that it will necessitate payment of overtime to one in a lower classification.
- J. Any employee who refuses overtime work will be charged as if they had worked, for the purpose of the even distribution of overtime.
- K. Employees who are on scheduled off days will be called in to work overtime where practicable rather than working an employee a shift later and calling another in early, except where necessary to evenly distribute overtime.
- L. Employees will not be permitted to work more than sixteen (16) hours in any one day except in an emergency.
- M. When employees are called to work, they shall be guaranteed no less than four (4) hours of pay at the straight time rate for show-up or pay for time actually worked at appropriate rate, whichever is greater.
- N. If employees are called to work earlier than the commencement of their regular shift, they shall have the right to work their regular scheduled shift.
- O. When employees are forced to work overtime because they are not properly relieved, such overtime shall not be charged against them for the purposes of equalizing overtime.

11. WORK SCHEDULES AND WORK SELECTION

- A. Schedules will be prepared and posted for selection of shift and work location for the classifications listed below. The schedules will be made available to the Union for discussion five (5) days prior to their being posted.

Instructor Transportation Equipment Operator  
Transportation Station Worker  
Transportation Terminal Supervisor  
Senior Transportation Service Inspector  
Transportation Terminal Assistant  
Transportation Schedule Maker  
Senior Transportation Schedule Maker  
Transportation Emergency Dispatcher  
Typists assigned to terminals, including Vacation  
Relief  
Building Attendants  
Service Information Clerk  
Transportation Information Clerk

Employees in the above classifications will select open locations and shift according to seniority as defined in Article 17.

- B. Such schedules will indicate when and where work begins for each position and when it will terminate.
- C. Work schedules will be placed into effect on the first day of the payroll work week, except in emergencies.
- D. Employees selecting positions from work schedules, must be capable of performing the chosen duties.
- E. The Department shall determine when employees require the use of automobiles in performance of their duties.
- F. In the event of the elimination of a position in Local 214 Bargaining Unit there will be a progressive pick held in that employee's classification from the employee whose position is eliminated down in accordance with Local 214 seniority, as defined in this agreement.
- G. All employees holding relief tricks must be given twenty-four (24) hours notice of change in shift or off days. This notice should be given prior to the employee going on scheduled off days.
- H. City-wide picks will be held for employees in the Transportation Operating Series twice a year in May or June and in November or December. Other times may be arranged by mutual agreement.

- I. When an employee selects a specific shift and location and is requested to perform their duties in another shift or location for any reason, they shall be privileged to report and terminate their assignment at the original location, except in an emergency or unless otherwise agreed between the supervisor and the Union representative at the employee's location.
- J. Shifts and work locations selected by employees on a schedule placed into effect by the Department may not be altered unless agreed by the work location Union representative and the Department. If no agreement can be reached, the Department has the right to alter shifts and work locations by holding another pick.
- K. It is the responsibility of all supervisors to make work assignments within the employee's classification.
- L. When temporary vacancies continue for more than thirty (30) days, they will be opened for pick in line of seniority unless extended by agreement between the Union and the Department.
- M. Vacation Relief persons in the Transportation Operating Series who are assigned to a particular terminal shall have preference in selecting open tricks of less than thirty (30) days at that terminal over a Vacation Relief person who is forced to transfer from another terminal. Such selections shall be made in accordance with their Local 214 seniority, and the Vacation Relief person who is forced to transfer from another terminal will be assigned the open trick after the seniority selections are made.
- N. It shall be contrary to the policy of the Department for any supervisor to discriminate or show favoritism between employees in making work assignments.
- O. The decision to fill or not fill open tricks will be at the discretion of the Department.

12. SPLIT ASSIGNMENT

- A. The daily work assignments of certain employees must be scheduled in two (2) parts separated by an unworked interval.
- B. Employees who are required to spend over ten (10) hours to complete such an assignment, shall receive an extra one-half (1/2) time for work performed after such ten (10) hours. Such one-half time premium may not be pyramided with overtime premium for the same hours worked and all scheduled overtime worked will be paid at the appropriate rate.
- C. The Department will endeavor to limit the number of split assignments to the minimum amount needed according to the needs of the service.

13. MISCELLANEOUS ALLOWANCES

A. CLOTHES CHANGE TIMES

Employees in the Money Room, when required by the Employer to change from street clothes, on the premises of the Department of Transportation, will be allowed five (5) minutes for such purpose at the start and finish of the scheduled work day without loss of compensation.

B. FIREARMS PERMIT AND INSTRUCTIONS

Employees who are required to carry firearms will be permitted up to six (6) hours time off with pay to secure the weapons permit and instructions.

C. CLOTHING AND UNIFORM ALLOWANCE

- 1. The style, cut, color and material of the uniforms required to be worn by employees will be determined by the Department. However, input will be sought from the Union prior to establishing uniforms or making any changes in uniforms.

2. Once a uniform is established, the employees must wear the prescribed uniforms and may be dismissed from work without pay for being out of uniform.
3. Coveralls required for employees in the Money Room will be furnished by the Department of Transportation. Employees working the Bank Truck only will be granted yearly uniform allowance in accordance with the Master Agreement. This language in no way changes or modifies current or existing language for the classifications covered by the Master Agreement.
4. The classifications listed below and those identified by Master Agreement will be entitled to an annual clothing or uniform allowance if the employees have completed one (1) year of service and are actively working in the identified classifications during the week the clothing or uniform allowance is paid. Those employees who are receiving Sick Leave Allowance, Sickness and Accident Benefits, Long-Term Disability Benefits, on Leave of Absence or not actively working in the capacity of their classification will not be entitled to receive a clothing or uniform allowance. However, upon their return to work and after actively working in their classification for one (1) full pay period, such employees will be paid at that time.

<u>CLASS CODE</u>	<u>ALLOWANCE</u>	<u>CLASSIFICATION</u>
63-10-13	Clothing	Building Attendant
04-73-28	Uniform	Intermediate Money Handler (Bank Truck Only)
03-73-37	Clothing	Offset Printer
63-10-29	Clothing	Senior Building Attendant
04-73-36	Uniform	Senior Money Handler (Bank Truck only)
63-10-13	Uniform	Senior Property Guard
05-50-31	Uniform	Senior Storekeeper
07-60-13	Uniform	Instructor - Transportation Equipment Operator
35-90-17	Uniform	Transportation Information Clerk
35-13-26	Uniform	Transportation Terminal Assistant
35-13-36	Uniform	Transportation Terminal Supervisor
35-11-36	Uniform	Senior Transportation Service Inspector

- D. The Department of Transportation agrees to provide rainwear to Senior Transportation Service Inspectors working a foot trick. All other Senior Transportation Service Inspectors will use rainwear assigned to Department coupes. Rainwear equipment will be the responsibility of the Inspectors so assigned. Both the quality and color of rainwear will be discussed with the Union prior to its purchase.

E. RIDING PASS

All active and retired employees will be entitled to a riding pass which they may use on all DOT coaches, in accordance with DOT policy.

F. RETIREMENT WATCH

A suitable watch will be presented by the Department of Transportation to each employee represented by Local 214 AFSCME upon their regular service retirement. The watch will be inscribed with employee's first initial, last name, length of service, and retirement date.

- G. The Department will purchase holders or carrying cases for Beepers and Prep Radios carried by employees to help protect them from damage, loss, or theft.

H. D.O.T. HANDBOOK AND ORIENTATION

The Department shall provide a handbook of the Department's policies for all employees and an orientation period for all new employees.

I. TRAFFIC CHECKERS

Traffic Checkers are required to use their private automobiles in the performance of their duties. To compensate these employees for this use of their private automobiles, Traffic Checkers will be paid \$3.00 in addition to any Private Car Mileage Reimbursement which would be due under the terms of the Master Agreement.

This \$3.00 per day is in lieu of the \$2.19 per day to be paid for each day an employee is required to

use their car for City business as specified in the Memorandum of Understanding regarding Private Car Mileage Reimbursement, Section 1, in the Master Agreement between the City of Detroit and AFSCME Council 25.

This is negotiated under the provisions of the Memorandum of Understanding on Page 100 of the Master Agreement. It is not to be considered a renegotiation of the Private Car Mileage Reimbursement provision, it is designed to deal with a special condition affecting Traffic Checkers in the Transportation Engineering Division of the Department of Transportation and will not be extended to any other employees.

J. COPIES OF THE UNION CONTRACT

The Department will furnish Local 214 with 250 copies of the Supplemental Agreement within ninety (90) days after the signing of the Master Agreement.

14. SUPERVISORS WORKING IN THE BARGAINING UNIT

It is the policy of the Department except for situations and positions mutually agreed upon, that supervisory employees will not perform work ordinarily and usually assigned exclusively to members of the Union bargaining unit, except for purposes of instructing, testing, checking or involving the safety of employees or Department property or in emergencies as defined in Article 6. Unresolved complaints regarding the application of this provision will be the subject of Special Conference which shall be held within five (5) days of its request.

15. DUAL STATUS/RELIEF STATUS/OUT-OF-CLASS STATUS

- A. The Department will establish sufficient dual status/-relief status/out-of-class status classified positions to provide replacements for as many emergency vacancies as may be normally anticipated.

- B. The term "dual status/relief status/out-of-class status" shall be applied to an employee who holds a regular status in one (1) classification, but has qualified for work in one (1) or more higher classifications and shall, in the event of an emergency, be available and subject to call for work in the higher classification for temporary period.
- C. When dual status/relief status/out-of-class status classification employees are assigned work in the higher classification for which they are qualified, they will be paid for work performed in the higher classifications at a rate consistent with that provided in the regular rules for promotion. Each supervisor assigning any employee to work out-of-class is responsible for notifying the DOT Personnel Director so that proper procedures can be followed in order to ensure that the employee is paid for all out-of-class work performed starting with the first day.
- D. When an employee is given and accepts a dual status/relief status/out-of-class status classification they shall, when assigned work in their higher classification, perform the work with the understanding that they shall be subject to the same conditions as those employees who hold and are regularly assigned to the said classification.
- E. To be recommended for a dual status/relief status/out-of class status classification each employee must be able to qualify for the higher classification, and in such case shall be interviewed by a supervisor in their division who will explain all of the conditions as set forth above after which the employee shall be required to indicate in writing their acceptance or rejection of the dual status/relief status/out-of-class status. Such acceptance or rejection will be recorded in the Personnel Office of the Department.
- F. When in the discretion of the Department it is necessary to use out-of-class status Transportation Operators to fill emergency vacancies in salaried positions in the Transportation Division, said operators will be used only as Transportation Station



Workers. Their use as Transportation Station Workers shall be limited to those instances when no salaried employees are available from the Transportation Station Worker classification.

- G. Employees with dual status/relief status/out-of-class status classes shall receive no preference in terms of promotions.

#### 16. RECLASSIFICATION

- A. The following procedure will be followed when employees believe the work being performed is beyond their classification.
  - 1. Employees or their Union representative will, at time of performance of the particular work, make claim in writing to the supervisor.
  - 2. The Union may request a classification survey from the Personnel Department.
  - 3. The decision of the Personnel Department, if such claimed classification is approved, shall be effective as of that date of eventual certification of a qualified employee to the same.
- B. Proposed changes in duty specifications requested by the Department may be reviewed jointly by the Department and Union before any presentation to Personnel Department for adoption.
- C. Any changes which increase or extend the duties will be subject for a Special Conference.

#### 17. SENIORITY

- A. Salaried seniority shall be defined as the total length of time an employee has been certified to any of the classifications in the Local 214 Bargaining Unit. Such seniority shall be utilized in the selection of vacations and for promotions.

Any employee who is certified to another Bargaining Unit for any reason other than a reduction in force their seniority shall start from the date of reentry in Local 214 Bargaining Unit.

Exceptions to the provision are as follows:

1. Salaried seniority for those employees certified into the Local 214 Bargaining Unit prior to July 1, 1989 shall be total City seniority.
2. The above provisions do not apply to the Transportation Operating Series employees.

The classes in the Transportation Operating Series are:

Transportation Station Worker  
Transportation Terminal Assistant  
Senior Transportation Service Inspector  
Transportation Terminal Supervisor  
Transportation Schedule Maker  
Senior Transportation Schedule Maker  
Transportation Emergency Dispatcher

- B. Transportation Operating Series seniority shall be defined as the length of time an employee has been certified to the Transportation Operating Series. Such seniority shall be used for selection of work, vacations and promotions.

Any employee who leaves the Transportation Operating Series and is certified in another classification upon reentering the Transportation Operating Series for the purpose of seniority shall revert to the bottom of their previous held classification for the selection of work, vacations and promotions.

- C. When an occupied position is eliminated the Department will hold a bump pick among all employees in Local 214 Bargaining Unit in the classification of the position eliminated, by seniority as defined in this agreement, from employees whose position was eliminated down the seniority list.

- D. Within thirty (30) days of the approval of this agreement by City Council, and during the month of January thereafter, the Department will provide the Union with seniority lists showing the name, social security number, certification date, seniority date, classification date and pension number of all employees in Local 214 Bargaining Unit.

18. PROMOTIONS - TRANSFERS

- A. Master Agreement, except that all promotional lists resulting from advisory qualifying examinations shall be based on Local 214 seniority as defined in this Supplemental Agreement.
- B. When an employee who is on a promotional list refuses a promotion, the employee's name shall be removed from the current promotional list.
- C. An employee may only enter the Transportation Operating Series at the Transportation Station Worker level.
- D. Employees in the Transportation Operating Series shall be moved up and/or promoted to the next higher classification in the series in accordance with Local 214 seniority as defined in this agreement.
- E. No employee in this series shall be allowed to refuse a move up and/or promotion to the next level in the series in order of their classification seniority. Refusal to accept such a move up and/or promotion will result in the disqualification from the presently held classification and a status change being processed to demote the employee back to Transportation Equipment Operator.
- F. Moves between Transportation Terminal Supervisor and Senior Transportation Service Inspector classes are considered lateral moves, and are not considered move-ups or promotions, as such, may be refused without penalty. An employee in these classifications who refuse a lateral move will not be subject to disqualification.

- G. Employees will be moved to Transportation Schedule Maker as a result of qualifying for promotion to this class.
- H. Vacancies in the Transportation Emergency Dispatcher class shall be posted and filled by the most senior applicant. Absent any applicants the most senior Transportation Terminal Assistant shall be moved up to the open position.

19. VACATION

- A. Vacations shall be computed and taken on a fiscal year basis.
  - 1. No full or partial vacation shall be allowed until an employee completes their first full employment year. The employee shall then be allowed pro-rated vacation up to July 1st. All subsequent vacation shall be taken after July 1st in accordance with the following:
    - a. Employees will become eligible for a full paid vacation for each employed year of one thousand eight hundred (1,800) hours of paid time, exclusive of overtime.
    - b. Those employees who fail to accumulate one thousand eight hundred (1,800) hours in a service year shall be entitled to one twelfth (1/12th) of a vacation for each service month or twenty (20) or more service days.
    - c. A service day is one for which an employee earns wages for work, Holiday, Vacation, paid Sick Leave, Casual Leave, Funeral Leave, or Sickness and Accident Benefits.

2. The Department shall determine the number of vacation leaves to be scheduled at any given time of the year, and such determinations shall be based upon the requirements of the service. Vacation schedules will be reviewed with the Union prior to their being posted for selection. Vacation periods will then be selected by employees according to seniority.
3. It is the policy of the Department that all employees select and use all the vacation allowance they have earned. An employee will be permitted, however, upon request, to carry vacation days over into the next fiscal year not to exceed the number of Swing Holidays in the fiscal year the request is made. Employees shall be entitled to reserve forty (40) hours vacation to be used one (1) day at a time. Such vacation may be used at the discretion and with the permission of the employee's supervisor.
4. Any change in selected vacation, for any reason, must be approved, in writing, by the Division Head. When selected vacation is changed, and a new selection is requested by the employee, it will be granted at the discretion of the Division Head, in accordance with the needs of the service. If no other selection is allowed, the Department has the option of paying the employee for the vacation allowance.
5. On any June 30th any employee who has failed to liquidate all earned vacation because of an extended absence of one (1) month or more due to an illness or occupational injury will be entitled to a lump sum payment of all unliquidated vacation time.
6. Employees working Relief Class will be allowed to utilize their initial picked vacation to the degree possible. Any change in selected vacation for any reason must be approved by the Division Head.

These employees, while on vacation, shall be paid the appropriate rate of pay as provided for in Article 30G, of the Master Agreement.

- B. If a regular pay day falls during an employee's vacation of one (1) week or more, they may request their check ten (10) days in advance, in writing, before going on vacation.
- C. When one (1) of the contractual holidays falls during an employee's vacation period, they will not be charged a vacation day for the holiday.
- D. Local 214 employees may work their vacations under the following conditions:
  - 1. Not less than five (5) consecutive working days within a payroll week may be picked for vacation then worked.
  - 2. All available vacation must be picked. Employees who wish to work any payroll work week picked as vacation time will make a written request to their supervisor.
  - 3. When a request to work a vacation period is approved, the employee's supervisor will determine where the employee works.
  - 4. In Transportation Operating Series employees who decide to work their vacation shall be permitted to work their regular trick. When changes are necessary, the Vacation Relief employee will be changed.
  - 5. Casual leave days will not be granted if requested by an employee during the vacation period that is worked.
  - 6. Department of Transportation reserves the right to deny any request to work vacation.
  - 7. Vacation time which is picked and then agreed to be worked, will not be open for pick by other employees.
  - 8. An employee who works their vacation will be paid for their vacation in addition to straight time for all hours worked under forty (40) hours.

9. When an employee works their vacation, vacation will not be considered as time worked for the purpose of computing overtime.

#### 20. SICK LEAVE

- A. Provision for the granting of sick leave for not more than three (3) days without the necessity of evidence shall be discretionary with the DOT Sick Leave Board. The Department agrees that advance notice will be given to employees who will be required to supply a medical statement or other certificate of proof when they are absent three (3) days or less.
- B. The President and/or the Main Office Vice-President will be a member of the DOT Sick Leave Advisory Board when cases of Local 214 Bargaining Unit members are being considered.
- C. Employees in the Transportation Operating Series who are off on sick leave must notify the Employer when they are returning to work prior to their return.

#### 21. HOLIDAYS

- A. Employees may be excused from work without loss of pay on a scheduled holiday at the discretion of the Department.
- B. Absences due to illness on a holiday must be approved by the DOT Sick Leave Board prior to payment for the holiday.
- C. An employee must have completed three (3) months of service to qualify for the Swing Holiday allowance. An employee qualified may select Swing Holidays based on the needs of the service and by giving ten (10) days written notice to their supervisor. Swing Holidays must be liquidated prior to July 1st unless the needs of the service are such that the employee may not be excused in which event they will receive compensation at straight time. Swing Holidays are charged for the first vacation days that an employee takes.

- D. An employee will be allowed to carry over vacation days in the number that Swing Holidays are allotted for that year.
- E. Holiday work will be distributed as evenly as possible among employees of the same classification at a particular work location. An employee who refuses holiday work shall be charged as if they worked for the purpose of even distribution of holiday work.
- F. Employees shall be entitled to one (1) Swing Holiday in addition to those provided in the Master Agreement to be credited each July 1st to all employees with One (1) year or more of service.
- G. The Department shall have the option of cease operations in any Division on any scheduled work day. Employees will be allowed to utilize their accrued vacation time, casual leave days and casual leave time. If the employee opts to use none of the above and notifies the Payroll Division in writing, no less than five (5) days before the shut down date, they will be recorded "NSC" (Not Scheduled To Work).

## 22. INJURED OR DISABLED EMPLOYEES

Any Local 214 Bargaining Unit employee who has been incapacitated by illness or injury may be employed in other work in the Local 214 Bargaining Unit under the following conditions:

- (1) The Union President will make all request in writing.
- (2) The denial or granting of any request is at the discretion of the Department.
- (3) Any problems resulting from the denial or granting of any request will be subject for Special Conference.
- (4) The employee so assigned will be paid at the appropriate rate for the classification work they are performing.



- (5) For the purposes of this section, Local 214 Bargaining Unit employees will receive preferential placement even if it means displacing other disabled employees from other bargaining units working in a classification under the jurisdiction of Local 214 AFSCME.

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

A. The sick leave provisions in the Master Agreement shall not apply and the following provisions regarding casual leave, sick leave, Sickness and Accident Insurance and Extended Disability Insurance shall be effective for the duration of this agreement.

B. SICK LEAVE EARNED PRIOR TO JULY 1, 1978

- 1. After July 1, 1989, sick leave may be used to supplement the benefits paid by the Sickness and Accident and Extended Disability Insurance programs to provide 100% pay to an employee until such banks are exhausted. An employee supplementing Sickness and Accident and Extended Disability Benefits with sick leave under this section shall not accrue any benefits except as provided in sections E-2 and F-2, of this article.
- 2. Sick leave may also be used to provide payment for time lost because of an unpaid absence due to illness according to departmental practices regulating sick leave.
- 3. Employees who retire or die on or after January 1, 1978, shall be paid 50% of their unused sick leave banks earned prior to July 1, 1978, plus an additional 10% of their banks for each complete year they work over thirty (30) years, not to exceed 100% of the bank . . .

30 years or less	=	50% of unused sick leave
31 years	=	60% of unused sick leave
32 years	=	70% of unused sick leave
33 years	=	80% of unused sick leave
34 years	=	90% of unused sick leave
35 years	=	100% of unused sick leave

- 4. The payments will be made as part of the Employee's Pension Program or the Employee's Benefit Plan or through the Finance Department.
- C. If an employee has no casual leave or sick leave as provided for in paragraphs B and D, of this section, they may charge Vacation for time lost due to illness if the employee files a claim for Sickness and Accident Insurance and duration of the illness is of sufficient time to qualify for Sickness and Accident Insurance.

D. CASUAL LEAVE

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

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

a. Employees not on payroll effective July 1st:

<u>Employees returning to work in the month of</u>	<u>Days credited after 3 months of New Service</u>
July	7
August	6
September - October	5
November - December	4
January - February	3
March	2
April through June	7 days next fiscal year

The exception to the above shall be that no casual leave will be credited for the months of May nor June.

b. New Hires:

<u>If an employee qualifies in the month of</u>	<u>Days credited after 6 months with 3 months of continuous service</u>
July 1	7
August 1	6
September 1	5
October 1	4
November 1	3
December 1	2
January 1 through March 1	1
April through June	7 days next fiscal year

2. For the purpose of this section, an employee shall be considered off the payroll if they are fired, quits, engages in a work stoppage, is on a formal leave of absence granted by the Personnel Department (generally over 30 days), laid off, collecting Extended Disability Benefit Insurance or retired. An employee's payroll status not covered by the above shall be subject to a Special Conference. Criteria to be used to determine payroll status will be if the absence of the employee shall be for more than thirty (30) days.
  
3. The seven (7) casual leave days may be used for personal or family illness without requirement of medical proof of illness. Employees may also use casual leave for moving day, wedding day, closing a mortgage or other important personal business which cannot reasonably be handled outside working hours, provided they arrange with their supervisor at least twenty-

four (24) hours in advance. The supervisor shall have the right to deny personal leave if the employee's absence would adversely affect the Department's operation.

4. Up to eight (8) hours of casual leave may be used in less than four (4) hour increments, but not less than one (1) hour increments. Otherwise casual leave must be used in not less than half day increments.
5. Employees may not use the provisions of this section for scheduled work on a holiday or Excused Time Day. Department shall have the right to require proof of illness for absence due to illness on holidays and excused time off days.
6. CASUAL LEAVE BONUS PLAN
  - a. All casual leave earned under this section may be converted to vacation or paid in cash at the option of the Department if not used in the fiscal year in which it is credited or if an employee is laid off.
  - b. If no casual leave in the complete fiscal year is used because an employee had no unscheduled absences, such employee shall be paid nine (9) days.
  - c. If one casual leave day is used in the complete fiscal year because an employee only had one day of unscheduled absence, such employee will be paid eight (8) days.
  - d. All unscheduled absences (except funeral leave) will be charged first to unused casual leave days.
  - e. Absences of employees excused for union business will not be charged to casual leave.
  - f. No casual leave bonus will be paid employees who have more than one unscheduled absence even when casual leave was not used to cover that absence.

7. Employees who have notified the City of their intent to resign may be required to furnish proof of illness for casual leave taken under this section.
8. No more than seven (7) casual leave days may be credited to an employee in any fiscal year
9. No disciplinary action shall be taken as a result of using the seven (7) casual leave days granted under this section in accordance with the above.
10. No casual leave will be paid between June 20 and June 30, at the end of the fiscal year, for the purpose of auditing casual leave banks to reimburse employees for unused casual leave. If an employee has an unscheduled absence during this period and has casual leave for which they are due to be reimbursed, such employee will not be paid casual leave for the actual day(s) of absence but will receive payment when unused casual leave is reimbursed. The absence will be recorded as casual leave.

E. SICKNESS AND ACCIDENT INSURANCE

1. All employees who have completed one (1) year of continuous service shall be eligible for Sickness and Accident Insurance Benefits. One (1) year of continuous service shall mean twelve (12) consecutive calendar months for which an employee is paid for a minimum of eighteen (18) days each month. The sickness and accident benefits shall be sixty percent (60%) of standard gross pay at time of disability, or seventy percent (70%) of June 30, 1980 standard gross pay whichever is greater.
2. An employee shall continue to be eligible for the following fringe benefits while collecting Sickness and Accident Insurance:
  - a. All medical insurance
  - b. Death benefits and life insurance

- c. Service time for pension accrual, vacations, longevity and unused sick leave payments
  - d. Seniority
3. The rules and regulations regarding the administration of the Sickness and Accident Insurance program are as set forth in the Supplemental Agreement covering Sickness and accident and extended disability benefit insurance.

F. EXTENDED DISABILITY BENEFIT INSURANCE

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

24. DURATION OF AGREEMENT

This Supplemental Agreement shall become part of the Master Agreement and shall terminate, and be in all respects null and void upon the expiration or termination of the Master Agreement between the City of Detroit and Michigan Council 25, American Federation of State, County, and Municipal Employees, AFL-CIO.

FOR THE UNION:

Stamina Brooks  
Stamina Brooks, President  
Local 214, AFSCME

Jesse M. Wesley  
Jesse Wesley, Local 214  
AFSCME Negotiating Committee

Leon Jones  
Leon Jones, Local 214  
AFSCME Negotiating Committee

Kay C. Robinson  
Kay C. Robinson, Local 214  
AFSCME Negotiating Committee

Allwood P. Doster, Jr.  
Allwood Doster, Jr., Local 214  
AFSCME Negotiating Committee

James Glass  
James Glass, President  
Michigan Council 25, AFSCME

FOR THE CITY:

Coleman A. Young  
Coleman A. Young, Mayor

Roger N. Cheek  
Roger N. Cheek, Director  
Labor Relations Division

Joyce F. Garrett  
Joyce F. Garrett, Director  
Personnel Department

Bella Marshall  
Bella Marshall, Director  
Finance Department

Donald Pailen  
Donald Pailen  
Corporation Counsel  
Law Department

Robert C. Polk  
Robert C. Polk, Director  
Department of Transportation

APPROVED AND CONFIRMED BY  
THE CITY COUNCIL JUL 18 1990

Jeffery D. Elaine  
JEFFERY D. ELAINE  
DEPUTY CITY CLERK

APPENDIX A

SUPPLEMENTAL AGREEMENT RELATIVE TO SICKNESS AND ACCIDENT AND LONG TERM DISABILITY BENEFITS

SICKNESS AND ACCIDENT BENEFITS

(a) Eligibility for Benefits

(1) If while insured for these benefits, an employee becomes wholly and continuously disabled as a result of any injury or sickness so as to be prevented thereby from performing any and every duty of their occupation, and during the period of such disability is under treatment therefore by a physician legally licensed to practice medicine, the amount of weekly benefits for which the employee is then insured shall be paid to the employee each week during the period they are so disabled and under such treatment.

Notwithstanding the above, sickness and accident benefits shall be payable to an employee who becomes wholly and continuously disabled as a result of undergoing surgery for sterilization purposes or becomes confined as a registered bed patient in a legally constituted hospital for the purpose of undergoing testing to determine suitability to be donor for an organ or tissue transplant and, in either case, is otherwise eligible for such benefits.

(2) Sickness and Accident Benefits shall not be paid for any day for which an employee receives holiday pay.

(3) For new hires, pre-existing conditions shall not be covered. The Union shall be held harmless by the City in any lawsuit regarding a dispute arising out of preexisting conditions language in the agreement.

(b) Duration and Commencement of Benefits

(1) Sickness and Accident Benefits shall be payable during total disability for a period not to exceed twenty (20) weeks for any one continuous period



of disability, whether from one or more causes, or for successive periods of disability due to the same or related cause or causes.

(2) The waiting period for Sickness or Accident shall be seven (7) calendar days. The waiting period for hospitalization shall be five (5) calendar days, except when hospital confinement extends five (5) days or more, then benefits shall begin with the first day of hospitalization.

(c) Basis for Daily Benefit Payments

Any sickness and accident benefit due for a period other than a whole week shall be paid on the basis of one-fifth the weekly benefit for each scheduled day of five (5) day work week the employee is disabled and misses work.

(d) Benefits for More Than One Absence

(1) If an employee returns to work after receiving sickness and accident benefits for less than twenty (20) weeks and is again absent within three (3) months for the same reason or some disability related to it, there is no waiting period for the rest of the twenty (20) weeks period, if the employee is disabled that long.

(2) If the second absence results from a different kind of sickness or injury, the first absence does not affect any possible future benefits. If there are three (3) months or more between two (2) periods of disability, and the employee worked two hundred (200) hours during the intervening period, the second period of disability shall not be considered as being due to the same or related cause or causes as the first disability.

(e) Occupational Disabilities

(1) Benefits payable for any period shall be reduced by any payments for time lost from work in that period to which the employee is entitled under any Worker's Compensation Law or Act or any Occupational Disease Law or Act.

(2) No deduction shall be made for any payments under such laws specifically for hospitalization or medical expense, or specific allowances for loss, or 100% loss of use of member of disfigurements.

(f) Unemployment Compensation

Benefits payable for any period shall be reduced by any payments of unemployment benefits to which the employee is entitled for that period under any Unemployment Compensation Law.

(g) Notice and Proof of Claim

(1) Written notice of injury or sickness in the form of written statement from a physician legally licensed to practice medicine must be received by the insurance company or the Payroll Office of the Employer within ten (10) calendar days after the date of the incident causing such injury or the commencement of disability resulting from such sickness. If such written statement is not received within the initial ten (10) day period, no benefits shall be payable prior to the date such treatment is received. Proof of such injury or sickness must be furnished to the insurance company within sixty (60) days after the commencement of disability for an employee to be eligible for Sickness and Accident Benefits.

(2) The insurance company shall have the right to have such medical examinations of an employee who is eligible to receive Sickness and Accident Benefits, as it may reasonably require, made by a physician or physicians designated by it.

(3) No legal action shall be brought by an employee to recover from the insurance company prior to the expiration of sixty (60) days after proof of claim has been filed in accordance with the requirements of the Plan, nor shall such action be brought at all unless brought within three (3) years from the expiration of the time within which proof of claim is required by the Plan.

(h) Payment of Claim

(1) Subject to due proof of claim, the weekly benefits will be paid to the employee each week during any period of disability for which such benefits are payable and any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of proof.

(2) If disability is due to or accompanied by mental incapacity, all or any part of such weekly benefits may, at the option of the insurance company, be paid to the beneficiary of record of the employee or to any other person or institution then in the judgement of the insurance company contributing toward or providing for the care or maintenance of the employee.

(i) Benefits for Chemical Dependency

(1) Employees who have met the requirements to receive Sickness and Accident Benefits and who have been referred for treatment or have voluntarily presented themselves for treatment for chemical dependency shall receive sickness and accident benefits for the initial inpatient treatment program followed up by enrollment in ongoing out-patient treatment program. Benefits will be paid upon verification from a licensed physician or proof of admission in a medical facility. Monthly progress reports will be required every thirty (30) days confirming that each scheduled appointment has been kept, that the employee is adhering to all prescriptions and proscriptions as instructed and is remaining substance free. If or when treatment is discontinued, the Department must be notified. The employee is expected to meet these requirements for a minimum of six (6) months. No additional benefits will be paid for any absence that occurs within a twelve (12) month period that is related to the chemical dependency.

(2) Following hospitalization and during outpatient treatment, the employee will be held to the same standards of attendance and performance as other employees. Repetition of the behavior that led to the initial treatment will be regarded as a violation

of Department policy regarding chemical dependency and chemical dependency will not be regarded as a mitigating circumstance if discipline is indicated and such employees shall be ineligible for Sickness and Accident Benefits for any illness or disability related to chemical dependency for twelve (12) months after return to work.

(3) Such employees who fail to submit themselves for prescribed treatment by licensed physician and prescribed outpatient treatment or follow-up will be ineligible for Sickness and Accident Benefits.

EXTENDED DISABILITY BENEFIT INSURANCE

(a) Eligibility

Extended Disability Benefit Insurance shall be provided while an employee is insured for Sickness and Accident Insurance, but not beyond normal minimum retirement date or if an employee does not qualify for a pension, age 62.

An employee who is insured for Sickness and Accident Benefits and who, at the date of expiration of the maximum number of weeks for which they are entitled to receive Sickness and Accident Benefits and during a continuous period of disability, thereafter, is totally disabled, shall receive monthly Extended Disability Benefits for the period described in subsection (c) below.

For an employee to be deemed totally disabled they must not be engaged in regular employment or occupation for remuneration or profit and be wholly prevented from engaging in regular employment or occupation with the City in the classification where they have seniority as a result of bodily injury or disease, either occupational or non-occupational in cause for a period of two (2) years and thereafter any occupation with the City.

For new hires, pre-existing conditions shall not be covered. The Union shall be held harmless by the

City in any lawsuit regarding a dispute arising out of preexisting conditions language in agreement.

(b) Amount of Benefit

(1) The monthly Extended Disability Benefit is as set forth in Section 23, F-1 of the contract reduced by an amount equal to the monthly equivalent of the total of the following benefits for which the person receiving Extended Disability Benefits is eligible:

(i) Lost time benefits under Worker's Compensation Laws or other laws providing benefits for occupational injury or disease, including lump sum settlement, but excluding specific allowances for loss, or 100% loss of use, of a body member.

(ii) Disability or Old-Age Insurance Benefits (primary insurance amounts only) to which the person is entitled under the Federal Social Security Act or any future legislation providing similar benefits, except Old-Age Benefits reduced because of the age at which received.

(iii) Benefits under any state or federal law providing benefits for working time lost because of disability.

(iv) Any government paid income benefits paid as a result of City Service.

(2) In determining the amount by which Extended Disability Benefits are reduced:

(i) The monthly equivalent of benefits paid on weekly basis is computed by multiplying the weekly benefit rate by 4.33.

(ii) Lump-sum settlements under state Worker's Compensation Laws result in reductions equal to the monthly equivalent of the amount of the Worker's Compensation benefit to which the employee would have been entitled under the applicable law had there been no lump sum payment,

but not to exceed in total the amount of the settlement. The amount of such settlement shall be allocated to days of disability for which compensation has not previously been paid, in chronological order until such amount has been fully allocated, at the rate of one-seventh of the weekly Worker's Compensation Benefit which would have been applicable under the state law if the claim had been allowed and if there had been no lump sum settlement.

(iii) The amount of a person's benefit under subsection b (1) above shall not be increased subsequent to the first day for which Extended Disability Benefits are payable, except that the amount of such increase shall not be disregarded if it represents an adjustment in the original determination of the amount of such benefit.

(iv) The amount of monthly extended disability benefit shall not be reduced by any increase in an employee's benefit under Subsection b(1) above that is effective subsequent to the first day for which an employee's extended disability benefit is reduced because of receipt of such benefit. However, the amount of extended disability benefit shall be reduced by any such increase which represents an adjustment in the original determination of the amount of the employee's benefit under subsection b (1).

(3) Extended Disability Benefit computation presume eligibility for Social Security Disability Insurance Benefits. However, during the pendency of an employee's application for Social Security Disability Insurance Benefits the employee will receive Extended Disability Benefits as described in Section 23, F-1 of this contract. If an employee is granted Social Security Disability Insurance Benefits, Extended Disability Benefit payments shall cease until such time that the amount of Social Security Benefits that the employee received equals the amount of extended Disability Benefits withheld. Employees who are denied Social Security Benefits, shall receive full Extended Disability Benefits provided that such denial

was not for refusal to accept vocational rehabilitation services. If the denial was for this reason then the extended disability benefit amount will be reduced by the amount of Social Security Disability Insurance that the employee would have been entitled to had they accepted vocational rehabilitation services.

(4) Benefits payable for less than a full calendar month are prorated on the basis of the ratio of calendar days of eligibility to total calendar days in the month.

(5) The insurance company may require each applicant or recipient of extended disability benefits to certify or furnish verification of the amount of their income from sources listed in subsection b (1) above not more than once in a twelve (12) month period.

(c) Commencement and Duration of Benefits

(1) Extended Disability Benefits to an eligible applicant shall be for the period commencing twenty-one (21) weeks from the date of disability. To be eligible for Extended Disability Benefits an employee must have depleted their vacation and casual leave banks.

(2) The maximum period during which extended disability benefits may be payable shall be equal to one-half (1/2) the employee's service with the City, rounded to the nearest month or the normal minimum retirement date of the employee, whichever occurs first, or if not eligible for a pension age 62, but in no event beyond the date of death, or the time that they no longer satisfies the disability requirement. If an employee's return to work with the City does not qualify them for a new period of Sickness and Accident Benefits or if they engage in some gainful occupation or employment other than one for which they are reasonably qualified by education, training or experience, their satisfying the disability requirement shall not be deemed to end, but their Extended Disability Benefit shall be suspended for the period of the return to work or the period they engage in such occupation or employment.

(3) If monthly Extended Disability Benefits payable to an employee are discontinued because the employee no longer satisfies the disability requirement and within two (2) weeks of the effective date of such discontinuance and before the employee returns to work with the City, they again become disabled so as to satisfy the disability requirement, monthly Extended Disability Benefits will be resumed.

(4) If disability is due to or accompanied by mental incapacity, all or any part of such monthly Extended Disability Benefits may, at the option of the insurance company, be paid to the beneficiary of record of the employee or to any other person or institution then in the judgement of the insurance company contributing toward or providing for the care or maintenance of the employee.

(d) Rehabilitation

There is no ineligibility for Extended Disability Benefits because of work which is determined to be primarily for training under a recognized program of vocational rehabilitation.

(e) Proof of Disability

The insurance company may require an applicant, as a condition of eligibility, to submit to examinations by a physician designated by it for the purpose of determining their initial date of continuing disability.

(f) Eligibility List

If an employee is no longer eligible for Extended Disability Benefits because the maximum period for benefits has been reached, the City will attempt to place the employee in a vacant position which the employee is qualified to fill. If the City is unable to place the employee in such a position, the employee will be placed on an "Employee Availability List". As vacancies occur the City will review such vacancies to see whether the employee is qualified, the City will place the employee in such position. This provision shall not conflict with the Personnel Department's Reduction in Force Rules.



APPENDIX B

LONG TERM DISABILITY BENEFITS

1. TABLE OF BENEFITS

This table of benefits must only be interpreted in conjunction with other provisions of the Plan.

Elimination Periods:

An employee shall not be eligible for Long Term Disability Benefits until after all of the following have been exhausted:

1. The seven (7) day waiting period for Sickness and Accident Benefits, where applicable.
2. The twenty (20) weeks of Sickness and Accident Benefits.
3. The total accumulated number of days an employee is eligible to receive casual leave days, casual leave time, swing holidays and vacation days under plans sponsored by the Employer.

Maximum Benefit Period:

1. For an employee who is eligible for a pension, Long Term Disability Benefits may be paid only until the earlier of:
  - a. One-half (1/2) of the employee's service time with the City, rounded to the nearest month.
  - b. The date on which the employee completes thirty (30) years of service, or
  - c. The date the employee attains sixty (60) years of age with at least eight (8) years of service.
2. For an employee who is not eligible for a pension, Long Term Disability Benefits may only be paid to

the earlier of the date the employee attains age 62 or one-half (1/2) of the employee's service time with the City, rounded to the nearest month.

In no event shall benefits be paid after the date the employee accepts employment in any capacity with any employer.

<u>Benefit Class</u>	<u>Employees Monthly Benefit Amount</u>
All bargaining unit employees	An amount equal to 50% of the employee's monthly earnings rounded to the nearest multiple of a dollar

2. DEFINITIONS

In the Plan,

1. "Company" means the Great-West Life Assurance Company.
2. "Proof" means proof satisfactory to the Company and shall include a medical examination, if required by the Company.
3. "Employer" means the City of Detroit, Department of Transportation.
4. "Employee" means and includes a person who is in the service of the Employer.
5. "Employ", "Employed" "Employment" and the like refer to employment with the Employer.
6. "Monthly Earnings", unless otherwise specified in the TABLE OF BENEFITS, means the current basic hourly rate of pay multiplied by 40, multiplied by 4.33, received by the Employee from the Employer.
7. "Service" means employment with the Employer or an active, permanent, full-time and full pay basis, but does not mean . . .
  - (1) employment on a temporary, seasonal or part-time basis, or

(2) employment where the employee works less than forty (40) hours per week with the Employer, or

(3) employment at a location other than the Employer's usual and customary place of business unless it is a location to which the Employer's business requires the employee to travel;

8. "Work" means service with the Employer.

9. "Plan" means the Long Term Disability Benefit Plan of the City of Detroit.

3. MISCELLANEOUS PROVISIONS

In the Plan,

1. Any application notice, reports, proof or request to be made or given to or filed with the Employer must be in writing and must be so made or given to or filed with the Employer at its Main Office.
2. Words implying the masculine gender include the feminine.

4. TERMINATION OF AN EMPLOYEE'S COVERAGE

The coverage of an employee on the Plan terminates automatically on the earliest of the following dates:

1. The date of termination of the Plan, or
2. The date of termination of service with the Employer, or
3. In respect of:
  - (a) An employee who is eligible for a pension, the date on which they complete thirty (30) years of service or attains age 60 with at least eight (8) years of service, whichever occurs first.

- (b) In respect of an employee who is not eligible for a pension, the date on which they attain age 62.
- (c) But in no event more than one (1) year of benefits for two (2) years of service.

5. EXTENDED BENEFITS AFTER TERMINATION OF THE PLAN

If prior to the termination of the Plan an employee is considered to have a Total Disability (defined in the Plan) on the date their coverage terminates due to termination of the Plan, they shall be entitled during the continuance of the disability to any Long Term Disability Benefits that would have been payable had the coverage not terminated.

6. QUALIFICATION FOR BENEFITS

Subject to other provisions and qualifications contained herein, if the accidental bodily injury or a sickness results in an employee's Total Disability and if such Total Disability commences while the employee is covered under the Plan and continues for at least the number of days of the Elimination Period (shown in the TABLE OF BENEFITS in Section 1) the employee shall be entitled to the payment of benefits determined in accordance with Section 7 which is entitled AMOUNT PAYABLE. Such benefits:

- 1. Shall commence on the first day following the number of consecutive days of the Elimination Period (stated in the TABLE OF BENEFITS), and
- 2. Shall continue for not more than the Maximum Benefit Period (stated in the TABLE OF BENEFITS) during any one (1) Period of Disability.

It is hereby provided that:

- 1. No benefits shall be paid for any portion of a Period of Disability after the earlier of the following dates:
  - (a) the date of cessation of Total Disability
  - b) the date on which an employee's retired

- (c) the date an employee who is eligible for pension completes thirty (30) years of service or attains age 60 with eight (8) years of service
- (d) the date an employee who is not eligible for pension attains age 62

In no event shall an employee receive more than one (1) year of benefits for each two (2) years of service.

In no event shall benefits be paid after the date the employee accepts employment in any capacity with any employer.

- 2. Total Disability shall be deemed to continue during a Rehabilitation Program (defined herein).

For the purpose of the Plan,

- 1. "Accidental bodily injury" subject to the conditions and limitations contained in Section on BENEFIT LIMITATIONS, means a bodily injury caused by an accident which occurred after the effective date of the employee's coverage under the Plan and which results directly and independently of all other causes in Total Disability.

- 2. "Sickness" subject to the conditions and limitations contained in subsection on BENEFIT LIMITATIONS, means a disease, illness or pregnancy.

- 3. "Total Disability" means . . .

The complete inability of a covered employee because of accidental bodily injury or sickness to engage in their regular occupation or employment with the Employer on a full-time basis for remuneration or profit.

- 4. "Rehabilitation Program" means a program of rehabilitation in which the employee engages after qualifying for benefits hereunder and

which is approved by the Employer. Any of the following may be eligible for consideration as a Rehabilitation Program:

- (a) The employee's regular occupation on a part-time basis:
- (b) A formal vocational training program.

The Rehabilitation Program shall continue until the earlier of the following dates:

- (i) The date on which the employee is able to perform their regular occupation on a full-time basis, or
- (ii) The date which is twenty-four (24) months after the end of the Elimination Period.

- 5. "Amount of Indemnity" means an employee's Basic Monthly Benefit Amount in accordance with the TABLE OF BENEFITS.
- 6. "PERIOD OF DISABILITY" means that period which commences with the date the employee is first absent from work as a result of Total Disability and which continues for a least the number of consecutive days of the Elimination Period (stated in the TABLE OF BENEFITS).

Subsequent periods of Total Disability suffered by an employee while they are covered hereunder shall be considered as occurring in the same Period of Disability, except:

- (a) When the later disability is due to causes wholly different from those of the prior disability and the employee works, excluding service during a Rehabilitation Program, 200 hours or more in the three (3) month period immediately following their return to work, or
- (b) When the later disability is due in whole or in part to causes related to those of the prior disability and the employee completes

at least three (3) months of continuous service, excluding service during a Rehabilitation Program before commencement of the later disability, or

- (c) When the later disability, regardless of cause, commences more than two (2) weeks after the date the employee's benefits under this Plan were terminated and the employee has not returned to work.
7. "Regular Occupation" means that the duties equal or similar to those duties performed by the employee in the classification in which they have seniority immediately prior to the commencement of a Period of Disability.
8. "Physician" means . . .
- (a) A duly qualified physician who is legally licensed to practice medicine or osteopathy, or
  - (b) To the extent that this contract provides coverage for services they are licensed to perform, any other practitioner of the healing arts who performs a service within the scope of their license and for whom the law of the applicable state requires that such service be covered.
9. "Hospital" means an institution which . . .
- (a) is legally constituted as a hospital
  - (b) is open at all times
  - (c) is operated primarily for the care of sick and injured persons as inpatients
  - (d) has a staff of one or more licensed physicians available at all times
  - (e) continuously provides twenty-four (24) hours nursing services by graduate registered nurses

- (f) provides organized facilities for diagnosis, and
- (g) is not primarily a clinic, nursing, rest or convalescent home or similar establishment nor other than incidentally a place for drug addicts

7. AMOUNT PAYABLE

The amount of the monthly benefit to which the employee is entitled is the Basic Monthly amount in accordance with the TABLE OF BENEFITS as of the date of the commencement of the Period of Disability, except that such amount will be reduced by the sum of . . .

1. The primary Social Security benefits to which an employee is entitled under the Social Security Act of the United States.

For the purposes of this section,

- (a) An employee shall be deemed to be entitled to benefits under the Social Security Act of the United States whether or not they are actually so entitled, unless satisfactory evidence is submitted to the Employer indicating that such benefits are applied for and denied.
- (b) The amount of the initial entitlement under said Act for a Period of Disability shall be deemed not to have been increased by any Social Security increases which result from a change in the Social Security Act, or an increase in the Consumer Price Index, as provided under said Act.
- (c) The employee's Amount of Indemnity shall be reduced by an amount equal to Social Security Disability Insurance Benefits that would have been payable, except for the employee's refusal to accept vocational rehabilitation services.



2. The monthly amount of the monthly equivalent of any indemnity to which they are entitled in accordance with the provisions of any state or federal law providing benefits for working time lost as a result of disability, such as Worker's Compensation, No-Fault or similar law, including lump sum settlements, but excluding specific allowances for loss, or 100% loss of use, of a body member.
3. The monthly amount of the periodic payments to which the employee is entitled under plans or laws of any government or subdivision thereof other than under (1) and (2) above, and except the portion they were receiving prior to the effective date of their coverage hereunder.
4. The monthly amount of the remuneration they may receive from the Employer during a Period of Disability, including any government income benefits paid as a result of service with the Employer.

It is hereby provided that:

- (A) In determining the amount by which the employee's Amount of Indemnity is reduced:
  - (a) The monthly equivalent of benefits paid on weekly basis shall be computed by multiplying the weekly benefit rate by 4.33.
  - (b) Lump sum settlements under Worker's Compensation, or similar law shall result in reductions in the Basic Monthly Benefit equal to the monthly amount of the benefit to which an employee would have been entitled had there been no lump sum settlement, but not to exceed the total amount of the settlement.

In the event the lump sum settlement is made for a period of disability for which the full Basic Monthly Benefit has previously been paid, the lump sum settlement will be allocated to future months in chronological order in an amount equal to the Basic Monthly Benefit until the full amount of the lump sum settlement will be allocated. Payment of

the Basic Monthly Benefit will cease until the time the full amount of the lump sum settlement has been allocated. Should the disability continue beyond such time, payment of the Basic Monthly Benefit will resume.

Should the cessation of disability, termination of the Plan, the ineligibility of the employee for future benefits or any other factor cause there to have been an overpayment, the Employer shall be entitled to reimbursement from the employee.

- (B) Once the employee's Basic Monthly Benefit amount is determined, it shall not be changed unless the change represents an adjustment in the original determination of the employee's monthly benefit amount.
- (C) The Company shall pay a fraction of the amount determined under this section for any portion of a Period of Disability which is less than a full month. Such fraction shall be the number of calendar days an employee is entitled to receive benefits divided by the total number of calendar days in the month for which benefits are due.
- (D) The Company may require certification of the employee's amount of income from sources (1) through (4) above, but not more than once in any twelve (12) month period.
- (E) If Total Disability is due to or accompanied by mental incapacity, any or all of the employee's monthly benefit amount may, at the option of the Company, be paid to the employee's beneficiary of record or to any other person or institution then, in the judgement of the Company, contributing toward or providing for care or maintenance of the employee. Any such payment shall constitute a full discharge of the liability of the Company to the extent thereof.

8. BENEFIT LIMITATIONS

No benefits shall be payable hereunder for or on account of:

1. An accidental bodily injury arising out of or in the course of any employment for remuneration or profit other than with the Employer.
2. Accidental bodily injury or sickness which is the result of war, declared or undeclared.
3. Any sickness due to a mental or emotional disorder of any type after twenty-four (24) months of benefit have been paid, unless the employee continues to be confined in a hospital as a registered bed patient.
4. Accidental bodily injury or sickness:
  - (a) For which the employee is not continuously under the regular care and attendance of a physician, and
  - (b) If the sickness is due to a mental or emotional disorder of any type for which the employee is not receiving continuing treatment from a physician certified in psychiatry.
5. Intentionally self-inflicted bodily injury or sickness.
6. Accidental bodily injury or sickness due to alcoholism, drug addiction or the use of any hallucinogenic.
7. A bodily injury or sickness with results from committing or attempting to commit an assault or crime.

GENERAL PROVISIONS

ENTIRE CONTRACT: CHANGES

The contract and the individual application, if any, of the employees covered shall constitute the entire contract between the parties. All statements made by individual employees shall,

in the absence of fraud, be deemed representations and not warranties and no such statement shall be used in defense of a claim under this contract unless it is contained in an individual application of an employee.

No change in the contract shall be valid until approved by the parties to the contract and unless such approval be endorsed by the parties and attached hereto.

No agent of the parties has authority to change the contract or to waive any of its provisions.

#### NOTICE OF CLAIM

Written notice of claim, in the form of a statement of verification of disability from a physician licensed to practice medicine, must be given to the Employer within ten (10) days after the occurrence or commencement of disability covered by this contract, or as soon thereafter as is reasonably possible. Such notice given by or on behalf of the covered employee to the Employer at its Main Office with information sufficient to identify the employee, shall be deemed notice to the Employer.

#### CLAIM FORMS

If written notice of claim is not made on forms furnished by the Employer for filing proof of claims, the Employer, upon receipt of the notice of claim, will furnish to the claimant such forms as are required for filing proofs of claim. If such forms are not mailed to the last address given the Employer by the claimant within ten (10) days after giving such notice, the claimant shall be deemed to have complied with the requirements of this contract as to proof of loss upon submitting, within the time fixed in this contract for filing proof of claim, written proof covering the occurrence, the character and extent of the disability for which claim is made.

#### PROOFS OF CLAIM

Written proof of loss must be furnished to the Employer at its Main Office within sixty (60) days after the termination of the period for which the company is liable. Failure to furnish such proof within the time required shall not invalidate nor reduce

any claim if it was not reasonably possible to give such proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.

TIME OF PAYMENT OF CLAIMS

Subject to due written proof of loss, all accrued indemnities will be paid to the covered employee each month during any period for which the Employer is liable and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

PHYSICAL EXAMINATIONS

The Company, at its own expense, shall have the right and opportunity to examine the person of the covered employee when and so often as it may reasonably require during the pendency of a claim hereunder.

LEGAL ACTIONS

No action at law or in equity shall be brought to recover on the contract prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this contract. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.

CONFORMITY WITH STATE STATUTES

Any provision of the contract which, on its effective date, is in conflict with the statutes of the State of Michigan on such date is hereby amended to conform to the minimum requirements of such statutes.

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND  
LOCAL 214 AFSCME

RE: SPECIAL RULES REGARDING SICKNESS AND ACCIDENT BENEFITS

It is agreed between the parties that:

1. All time off under the 60%/70% Sickness and Accident Program of the 50% Extended Disability Program will automatically be supplemented by Sick Leave balances which an employee may have so as to insure 100% of pay.
2. Casual Leave time or Vacation time will not automatically be used as a supplemental to either the Sickness and Accident Program or the Extended Disability Program.
3. Individuals on Sickness and Accident who have exhausted all Sick Leave balances may elect to have their off time supplemented by Casual Leave and/or Vacation. In order to have such supplementation, the individual must so request in writing to the Department of Transportation Personnel Office. Casual Leave in these cases will be so used and exhausted first before vacation time is utilized.
4. The contract states that employees who shall have completed three (3) months of continuous service shall be granted seven (7) days of Casual Leave on July 1st of any one (1) fiscal year provided they are on the payroll on that date. Therefore, if someone goes off sick on July 2nd, they would be entitled to their Casual Leave Days for the fiscal year beginning July 1st.
5. Union dues will be deducted from Sickness and Accident and Long Term Disability payments.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF DETROIT  
DEPARTMENT OF TRANSPORTATION  
AND  
LOCAL 214 AFSCME

RE: SPECIAL UNIFORM ALLOWANCE

It is agreed between the parties that:

For these two (2) classes: Transportation Information Clerk and Senior Property Guard, who during the period of this agreement will be required to wear uniforms, the Department agrees to pay for one (1) complete uniform plus one (1) uniform allowance.

Stipulations to this agreement are:

1. This agreement is for one (1) time payment only and is made without precedent.
2. This special adjustment applies only to those employees presently holding affected classes.
3. All employees promoted to designated classes after signing of this agreement will be required to wear uniforms as a condition of employment and will receive a uniform allowance after qualifying for that allowance under terms of this supplemental agreement.
4. All matters pertaining to this agreement will be resolved within sixty (60) days of signing of the contract.

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND  
LOCAL 214 AFSCME

RE: SICK LEAVE

It is agreed between the parties that:

During negotiations, Local 214 proposed to return to the City's Sick Leave plan which applies to City employees outside Department of Transportation. The City agrees to study the proposal and work out the many details necessary for conversion. The parties agree to continue to negotiate on this matter until agreement is reached or until March 1, 1990, whichever comes first. If no agreement is reached by that date, the Casual Leave, Sickness and Accident and Long Term Disability plans of this contract will remain in effect.



