

6/30/86

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

SUMMARY OF CHANGES

A.F.S.C.M.E. MICHIGAN COUNCIL #25  
SUPERVISORY UNIT AND CITY OF DETROIT  
1983-86

NOTE: The summary statements below are not intended to constitute any interpretation or meaning apart from the actual language of the labor agreement.

Purpose and Intent

Equal employment and non-discrimination provision clarified by addition of phrase "... except where based on a bona-fide occupational qualification in accordance with applicable State and Federal laws."

Article 1 - Recognition of Union

- New classes can be added to bargaining unit by mutual agreement.
- City agrees not to reclassify or retitle positions for the purpose of undermining the Union.
- Provisional appointments are to be in accordance with Personnel Department Rules and not to be used to replace or in lieu of Civil Service status employees in bargaining unit positions.

Article 3 - Union Rights

Paragraph on assignment of employees under emergency conditions deleted and incorporated in Article 32 - Temporary Assignments.

Article 8-A - Grievance Procedure (Non-Umpire)

- The former Step 4 Appeal and Review Board is changed to a Pre-arbitration Panel consisting of two (2) Union representatives and two (2) City representatives.
- After appeal to Step 5, Arbitration, the parties now have ten (10) working days to select an arbitrator instead of the previously allowed seven (7) working days.
- American Arbitration Association remains as a source for arbitrators if the parties cannot agree on an arbitrator. Michigan Employment Relations Commission removed as an alternate source.
- All off-sets to back pay awards are detailed.

*Robert [unclear]*

Article 8-B - Grievance Procedure (Umpire)

- Parties have continued agreement in previous Master Agreement to establish an umpire system using four (4) permanent umpires instead of ad hoc arbitrators to resolve grievances on disciplinary matters on a twelve (12) month trial basis which may be extended by the parties to remainder of the contract period.
- Same provision regarding off-sets to back pay as in Article 8-A.

Article 9 - Stipulations to the Grievance Procedure

- If management fails to give timely answer at any step of the grievance procedure, the Union may move the grievance to the next step and there will be no referral back to a prior step.
- The Union must secure written permission from an employee in order to gain information from an employee's personnel file.

Article 10 - Time Limit on Monetary Claims

Same provisions regarding off-sets to back pay awards as in Article 8-A are repeated here.

Article 11 - Disciplinary Procedures

- New article which replaces Discharge and Suspension Appeal Procedure article in 1980-83 Master Agreement.
- Establishes general guidelines for a discipline program and sets out provisions for notification, appeal procedures, and administration of discipline.
- Includes section on employee's right to review his/her personnel files in accordance with applicable State law.
- There is provision that Council #25 will be provided copies of all departmental work rules and have opportunity to discuss these work rules with management representatives.

Article 12 - Special Conference

- Maximum of participants has been reduced to four (4) department representatives and four (4) Union representatives including the Local President and one Council #25 staff representative.
- Any alleged abuse of scheduling of conferences by departmental management shall be referred to Labor Relations Director.
- An employee on afternoon or mid-night shift who is designated to attend a special conference will have his/her schedule re-arranged to make the conference part of his/her work day.

Article 13 - Health and Safety

- Considerable revision of the Health and Safety article of the 1980-83 Master Agreement including a revised complaint procedure.
- All protective equipment and devices, physical examinations and/or other tests required by the employer shall be provided at no cost to the employee.

Article 14 - Seniority

- Considerable revision of the Seniority article of the 1980-83 Master Agreement including new sections dealing with defining continuous service, adjustments to seniority and resolving ties in seniority. Only changes from current practices are:
  1. Persons on leave of absence to Peace Corps to receive seniority credit for up to two (2) years rather than only one year.
  2. Persons on leave of absence for Union business to receive seniority credit for term of office rather than limited to two (2) years.
- Situations which are to be construed as voluntary quits:
  1. Failing to report for work within ten (10) working days after notice of recall from lay-off.
  2. Failing to report back to work within five (5) working days after end of leave of absence.
  3. Being AWOL for five (5) or more consecutive working days unless physically or mentally incapable of notifying employer.

Article 14 - Seniority (con't)

- Provision allowing City to extend ninety (90) day probation period for apprentice classes and classes requiring a college degree has been expanded to include Building and Safety Engineering Inspectors and Emergency Service Operators.

Article 15 - Seniority of Union Representatives

- Super-seniority of Union representatives involved in the grievance procedure tied in to their representative units.
- Union representatives to whom super-seniority applies is clarified.
- Provision, which made super-seniority of AFSCME representatives apply only as long as no persons outside the bargaining unit were effected has been deleted.

Article 16 - Reduction in Force, Lay-Off, Demotion and Recall

- Language detailing reduction in force procedures, intra-department demotion and displacement rights, city-wide displacement rights, recall rights and re-employment practices rewritten to make more understandable. Changes introduced are:
  1. City-wide displacement rights of persons laid off from their department expanded by giving them right to displace lesser seniority employees in lower level classes in their occupational series as well as the classification held when laid off.
  2. Persons laid off with more than fifteen (15) years seniority placed on recall ("blocking") lists for all classes previously held.
  3. Copies of all recall lists for AFSCME calssifications to be made available to Union representatives.
- More specific notice requirements added:
  1. Where possible, Union will receive two (2) weeks advance notice of reduction in force affecting bargaining unit members.
  2. Employees to be laid off from a department to receive minimum of two (2) weeks notice.

Article 16 - Reduction in Force, Lay-Off, Demotion and Recall (con't)

3. Employees displaced as a result of City-wide displacement to receive minimum of one (1) week notice.
  4. Persons to be recalled from lay-off shall receive notice of recall by certified mail; individual must respond within ten (10) working days or considered voluntary quit.
- Discontinuance of Entire Operations article from 1980-83 Master Agreement incorporated as a section of this article.

Article 17 - Unemployment Compensation - Supplemental Unemployment Benefits

- Maximum number of weeks of benefits under the City's S.U.B. plan for any continuous lay-off clarified.
- Shortens the waiting period for S.U.B. pay from four (4) weeks to two (2) weeks for employees on indefinite lay-off.

Article 21 - Maintenance of Conditions

Note added that the parties agree that the language of the Maintenance of Conditions article is intended to apply to proper practices and minor benefits and not intended to conflict with City's ability to manage its affairs nor to maintain improper practices which may currently exist nor to prevent the City from taking action to correct improper practices.

Article 22 - Leave of Absence

- Considerable revision of the language of the Leaves of Absence article in the 1980-83 Master Agreement. Changes or additions are:
1. Includes language concerning departmental leaves (less than thirty [30] days).
  2. Includes specific language that one year of continuous classified service required to be eligible for leave of absence (except military leave) in excess of thirty (30) days.

Article 22 - Leave of Absence (con't)

3. Includes language concerning current policy of allowing voluntary lay-offs for persons for health reasons who are not eligible for leave of absence.
- New section added describing "parenting leaves" for purpose of providing parental care or making child care arrangements by parent of a new-born or newly-adopted infant.
  - Local Union Presidents to receive copies of all rules directives and policies which pertain to procedures and administration of leaves of absence.
  - Current procedures and regulations governing leaves of absences are set out in detail.

Article 23 - Funeral Leave

- Requires that the employee must attend the funeral to be eligible for funeral leave.
- Gives the employee option of using two days of sick leave to extend funeral leave for a relative whose funeral is over 300 miles from Detroit.

Article 24 - Sick Leave

Reduces the annual reserve sick leave allotment from 5 days to 3 days effective July 1, 1984. Correspondingly reduces the number of days an employee must have in his/her bank to be eligible for the bonus vacation formula.

Article 25 - Longevity

Maintains the 1981 improvement in the Longevity Plan but only for employees hired prior to August 3, 1981. Raises the eligibility requirement for a full longevity payment from 1,600 annual paid hours to 1976 paid hours, and correspondingly lower the disqualification threshold from a 30 day unpaid absence to 13 days.

Article 28 - Holidays and Excused Time Off

Substitutes the day after Thanksgiving for Columbus Day effective in 1984. Allow seven (7) day operation employee to be scheduled off for the holiday on either the holiday or the substitute holiday.

### Article 30 - Vacations

Raises the eligibility requirement for a full vacation from 1,600 hours of paid time to 1,976 hours. Monthly proration qualifier increased from 18 to 20 days per month.

### Article 32 - Temporary Assignments

- Considerable revision from the language of the Temporary Assignments article in 1980-83 Master Agreement. Changes are:
- Elimination of 60 day out-of-class limit for professional classes.
- Management will not use out-of-class assignments to circumvent promotion or transfer provisions nor rotate assignments to avoid out-of-class compensation.
- New section setting out existing practice that Union or employee can request Personnel Department to conduct classification survey of the employee's position.
- Health and Safety issues arising out of out-of-class assignments shall be processed in accordance with Article 13 - Health and Safety.

### Article 34 - Hospitalization, Medical Insurance, Dental Insurance and Optical Care

- Effective January 1, 1984 several cost containment programs will be implemented for active and retired employees.
- 50% of any savings realized from above programs using 1982-83 Blue Cross/Blue Shield cost as base will be shared by employees. Also, 50% of any premium increase over 1982-83 rates will be paid by employees beginning July 1, 1984.
- Sponsored dependent coverage to be paid by the employee effective January 1, 1984.
- Coverage for young adults (19 to 25 years old) who are not full time students will be paid by the employee effective January 1, 1984.

Article 35 - Workers' Compensation

Restricts the amount of supplement from an employee's sick leave bank so that an employee's total compensation from Workers' Compensation and Sick Leave supplement is limited to 95% of net pay rather than 100% of gross pay. Also, eliminates the earning of holidays, vacation and reserve sick leave for employees on Workers' Compensation who are receiving a supplement.

Article 36 - Death Benefits and Life Insurance

- Reduces the contributions by the City and by the employee for the \$4,900 death benefit.
- Effective April, 1984 increases the amount of optional life insurance that an employee is eligible to purchase at his/her own expense.

Article 41 - Wages

- Increases current rates by 6% or 50¢, whichever is greater, retroactive to 11:59 p.m., June 30, 1983 for all active employees as provided in the expired agreement.
- Provides for rate increases in 1984-85 and 1985-86 years based on a specific formula based on increases in the City's revenues, i.e., local property taxes, local personal tax, state revenue sharing and federal revenue sharing.

Article 48 - Retirement

- Changes the eligibility requirement to start collecting a vested pension to age sixty-two regardless of when the employee would have normally been eligible to retire.
- No benefit for vested retirees.

Article 51 - Protection Clause

Assures Union that they will not be economically disadvantaged as a result of subsequent settlements with other Unions.



### Article 33 - Longevity Pay

- Maintains the 1981 improvement in the Longevity Plan but only for employees hired prior to August 3, 1981; employees hired August 3, 1981 and after shall be covered under pre-1981 plan.
- Raises the eligibility requirement for a full longevity payment from 1,600 annual paid hours to 1,976 paid hours, and correspondingly lowers the disqualification threshold from a 30 day unpaid absence to 13 days.

### Article 35 - Contractual Work

Paragraph C expanded to specify particulars of information on outside contracting which are to be discussed with union.

### Article 41 - Retirement

- Changes the eligibility requirement to start collecting a vested pension to age sixty-two regardless of when the employee would have normally been eligible to retire, had he/she continued employment with the City of Detroit.
- No benefits for vested retirees.

### Article 42 - Wages, Salaries and Miscellaneous Pay Policies

- Increases current rates by 6% or 50¢, whichever is greater, retroactive to 11:59 p.m., June 30, 1983 for all active employees. This will give them the increase negotiated in the concession agreement (See Schedule F).
- Provides for rate increases in 1984-85 and 1985-86 years based on a specific formula based on increases in the City's revenues, i.e., local property taxes, local personal tax, state revenue sharing and federal revenue sharing. (See Memorandum of Understanding re: Equity Formula)
- New lower entry rates established for several classes.

### Article 44 - Residency

Statement that residence shall mean domicile added.

### Article 47 - Social Security

New article stating that bargaining unit members to continue to be covered under FICA.

#### Article 48 - Tuition Refund

New article stating current policy that bargaining unit members eligible for City's Tuition Refund Program.

#### Article 49 - Employee Assistance Program

New article stating current policy that bargaining unit members can avail themselves of the services of the City's Employee Assistance Counseling Center.

#### Article 50 - Modification and Termination

Expiration of labor agreement established as 11:59 p.m. on June 30, 1986.

#### SCHEDULE A - Classifications Covered by Agreement

Classes of Truck Driver and Vehicle Operator II made inactive during term of this Agreement.

#### SCHEDULE B - Guidelines RE: Equipment Operation

- Equipment assignments previously listed under Truck Driver class added to Vehicle Operator I list.
- Equipment assignments previously listed under Vehicle Operator II redistributed to Vehicle Operator I and Vehicle Operator III lists.
- Alternate assignments for RCPO's listed.
- Some additions to Guidelines, some changes.

#### SCHEDULE C - Guidelines for Training Equipment Operators

- Some language changes for clarification and to put greater emphasis on training in safe operation of equipment.
- Requirement that departments notify unions of persons in training; stewards to have opportunity to monitor training.

SCHEDULE D - Driving Eligibility Standards and Guidelines for Departmental Actions

- New; replaces "Interim Guidelines" adopted during 1981 Teamsters negotiations.
- Recognizes 1972 Eligibility Standards as applicable to bargaining unit members.
- Accident Review Board to review all accidents and determine if "chargeable" or "non-chargeable" to driver; if chargeable, to determine if accident was "serious incident" or "minor incident".
- Lists options for department if employee is no longer eligible to drive City vehicle.

MEMORANDUM OF UNDERSTANDING:

- RE: Private Car Mileage Reimbursement  
Reduces the mileage reimbursement to \$2.19 per day plus a flat 26¢ per mile for the duration of the agreement.
- RE: Work Assignment Issues (DPW)  
Addresses training, work assignment, operational and work standard matters in Solid Waste and Street Maintenance Divisions.

LETTERS:

- RE: Facilities for Treating On-the-Job Injuries  
- States current policies relating to treatment of on-the-job injuries.  
- City to investigate complaints regarding Maybury Clinics.
- RE: Selection of Health Insurance Carrier  
Union has option of selecting an insurance carrier of its choice to provide health care insurance to its members; such selection must be in accordance with prescribed guidelines.
- RE: Departmental Disciplinary Codes  
City agrees to meet with union to discuss disciplinary codes in effect in various departments.

Article 53 - Modification and Termination

- Expiration of labor agreement established as 11:59 p.m. on June 30, 1986.
- New language specifying that this Agreement is intended to cover all matters affecting wages, hours, and other terms and conditions of employment; replaces the Waiver of Bargaining Rights article in the 1980-83 Master Agreement.

MEMORANDUM OF UNDERSTANDING:

- RE: Technological Changes (NEW)  
Retraining, retention and displacement of AFSCME bargaining unit members due to technological changes are proper subjects for Special Conference between the parties.
- RE: Mileage  
Reduce the mileage reimbursement to \$2.19 per day plus a flat 26¢ per mile for the duration of the agreement.
- RE: Joint Study Committee - Duty Specifications, Multiple Titles, Allied Classes  
Allied classes added as an additional subject to continue to be discussed between the parties.
- RE: Miscellaneous  
City agrees to provide Council #25, AFSCME with 150 copies of the Supervisory Master Agreement. Incorporates memorandum from 1980-83 Agreement incorporating ordinances and resolutions except where they conflict with the contract language.

LETTERS:

- RE: Defense and Indemnification of Employees against Damage Suits and Claims  
Sets out current City policy in this area as contained in Chapter 16, Article 13 of the Detroit City Code.
- RE: Labor/Management Committees  
Provides for the establishment of a joint labor/management committee in departmental supplemental agreements to deal with mutual concerns.

M A S T E R    A G R E E M E N T

BETWEEN THE  
CITY OF DETROIT  
AND

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

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

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## A G R E E M E N T

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

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

### PURPOSE AND INTENT

A. The general purpose of this Agreement is to set forth wages, hours, terms and conditions of employment for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the City of Detroit in its capacity as an Employer, the Employees, the Union, and the people of the City of Detroit.

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

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

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



## 1. RECOGNITION OF UNION

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

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

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

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

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

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

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

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

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

## 2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

Consistent with the expressed terms of this Agreement:

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

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

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

### 3. UNION RIGHTS

A. The employees covered by this agreement shall act in a supervisory capacity as required and shall not perform any work normally performed by workers under their supervision, except in an emergency or in the instruction of workers or to assure the proper operation of equipment or services or to protect City property and to insure the safety of employees. Emergency conditions shall be defined to be those situations caused by factors beyond the control of management such as acts of God which cannot be anticipated or planned for in the normal course of departmental operations and where assignments of workers cannot be delayed or postponed.

B. Any member shall have the right to discussion or services of his/her steward or chief steward. When such a request is made to the supervisor, permission for services or discussion shall be granted without undue delay. This right shall not be abused.

C. No employee covered by this Agreement shall be subject to any fine, discipline or expulsion by the Union for any act in the performance of his/her duties.

D. Activities involving internal management of the Union such as collection of dues, assessment of other funds, membership meetings, campaign for office, distribution of literature, or conducting of membership drives may be conducted during non-working hours. However, it is agreed these activities shall not interfere with normal work operation of any department or work area of the City.

#### 4. AGENCY SHOP

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

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

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

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

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

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

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

#### 5. DUES CHECK-OFF

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

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

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

D. Dues Deduction Check-Off Card.

LAST NAME _____ FIRST _____ MI. _____	AGENCY _____	PPS FORM 7101	<b>DEDUCTION AUTHORITY UNION/ASSOCIATION/SERVICE FEE</b>
<b>TO THE FINANCE DIRECTOR:</b>			Effective this date, I hereby request and authorize the City of Detroit to deduct from my earnings bi-weekly a sufficient amount to provide for the regular payment of monthly <input type="checkbox"/> Union/ Association dues, or <input type="checkbox"/> Service fees as may be fixed and certified by the duly authorized Officers of the ASSIGNEE _____  Local Union or Assoc. No. _____
STREET NUMBER <input type="radio"/> 710 ADD	STREET NAME <input type="radio"/> 720 CHANGE	ZIP CODE <input type="radio"/> 730 ADJUST	I hereby waive all right and claim to said monies paid in accordance with this authorization.  By written notice this authorization is revocable by me any time during thirty (30) days prior to the expiration of any written Collective Bargaining Agreement between the City of Detroit and the Union or Association currently in effect or becoming effective while this authorization is in force or upon termination of my employment. Notice the revocation must be given to the Finance Director and to the Union or Association.
EMPLOYEE SOCIAL SECURITY NUMBER [R] _____			DATE _____
DEDUCTION CODE [A] _____ [R] _____			EMPLOYEE SIGNATURE _____
DEDUCTION AMT. OR DEDUCTION % [B] _____ [R] _____			PENSION NUMBER _____
DED. ADJ. AMT. [C] +/- _____ [R] _____			

GLOBE 453215

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

6. SERVICE FEE CHECK-OFF

A. The employer agrees to deduct from the wages of any employee who is not a member of the Union, all Union service fees as provided in a written authorization in accordance with the standard form used by the

employer herein (see paragraph D), provided, that the said form shall be executed by the employee. The written authorization for service fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the employer and to the Union.

B. The amount of such fees will be equal to the dues provided and determined by Article 4 of this contract.

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

D. Service Fee Check-Off Card.

LAST NAME _____ FIRST _____ MI. _____	AGENCY _____	PPS FORM 7101	<b>DEDUCTION AUTHORITY UNION/ASSOCIATION/SERVICE FEE</b>
STREET NUMBER <input type="radio"/> 710 ADD             STREET NAME <input type="radio"/> 720 CHANGE             ZIP CODE <input type="radio"/> 730 ADJUST	<b>TO THE FINANCE DIRECTOR:</b>		
_____ [R] <small>EMPLOYEE SOCIAL SECURITY NUMBER</small>	Effective this date, I hereby request and authorize the City of Detroit to deduct from my earnings bi-weekly a sufficient amount to provide for the regular payment of monthly <input type="checkbox"/> Union/ Association dues, or <input type="checkbox"/> Service fees as may be fixed and certified by the duly authorized Officers of the ASSIGNEE _____		
[A] _____ [R] <small>DEDUCTION CODE</small>	Local Union or Assoc. No. _____		
[B] _____ [R] <small>DEDUCTION AMT. OR DEDUCTION %</small>	I hereby waive all right and claim to said monies paid in accordance with this authorization.		
[C] _____ [R] <small>f/- DED. ADJ. AMT.</small>	By written notice this authorization is revocable by me any time during thirty (30) days prior to the expiration of any written Collective Bargaining Agreement between the City of Detroit and the Union or Association currently in effect or becoming effective while this authorization is in force or upon termination of my employment. Notice the revocation must be given to the Finance Director and to the Union or Association.		
GLOBE 453215	DATE _____	EMPLOYEE SIGNATURE _____	PENSION NUMBER _____

7. STEWARDS, CHIEF STEWARDS, COMMITTEEPEOPLE, AND ALTERNATES

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

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

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

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

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

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

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

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

8-A. GRIEVANCE PROCEDURE (Non-Umpire)

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

Step 1: Any employee(s) who believes he/she has been unjustly dealt with  
OR THAT

Any provision of this contract Agreement has not been properly applied or interpreted may:

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

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

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

D. The parties shall discuss the complaint in a friendly and business-like manner and will make every effort to reach a satisfactory settlement at this point.

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

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

Step 2:

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

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



B. The nature of grievance complaint:

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

C. Date of Grievance

D. Disposition requested.

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

E. Grievance number.

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

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

H. Two (2) representatives of the City, one of whom shall be the division head or his/her designated representative, the local union president, and the chief steward or the vice-president shall meet to discuss the grievance within five (5) working days after the receipt of the written grievance.

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

### Step 3:

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

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

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

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

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

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

#### Step 4:

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

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

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

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

## Step 5:

### Arbitration

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

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

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

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

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

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

Long Term Disability Insurance, Sickness and Accident Insurance and Automobile Accident Income Replacement Insurance. Where appropriate, the City shall reimburse those agencies and insurance funds so as to not affect the employee's equity therein.

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

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

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

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

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

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

8-B. GRIEVANCE PROCEDURE (Umpire System)

For a twelve (12) month period beginning on the effective date of the approval of the City Council of this Master Agreement, employee grievances stemming from disciplinary action that have been processed through the third step of the grievance procedure provided in Article 8-A shall be processed further in accord with the following steps which shall be known as the "umpire system."

Prior to the expiration of the 12 month period noted above, the parties will meet in special conference to consider extension of the new umpire system for the balance of the contract term.

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

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

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

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

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

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

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

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

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

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

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

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

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

G. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to his/her removal from the City payroll, and payments from Unemployment Insurance, Social Security Disability, Welfare, Aid to Dependent Children, and City funded Long Term Disability Insurance, Sickness and Accident Insurance and Automobile Accident Income Replacement Insurance. Where appropriate, the City shall reimburse those agencies and insurance funds so as to not affect the employee's equity therein.

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

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

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

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

#### 9. STIPULATIONS TO THE GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

G. The time elements in the first four (4) steps of the grievance procedure may be shortened or extended or steps may be eliminated by mutual agreement.

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

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

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

It is agreed that any information requested in accordance with the above provision which is not made available to the Union shall not be admissible as evidence in any grievance or arbitration hearing.

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



10. TIME LIMIT ON MONETARY CLAIMS

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

B. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to his/her removal from the City payroll, and payments from Unemployment Insurance, Social Security Disability, Welfare, Aid to Dependent Children, and City funded Long Term Disability Insurance, Sickness and Accident Insurance and Automobile Accident Income Replacement Insurance. Where appropriate, the City shall reimburse those agencies and insurance funds so as to not affect the employee's equity therein.

C. In the case of a pay shortage in which the employee would not have been aware before receiving his/her pay, any adjustment made shall be retroactive to the beginning of the pay period covered by such pay, if a grievance is filed within the twenty (20) working days within receipt of such paycheck.

11. DISCIPLINARY PROCEDURES

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

B. Notification Requirements:

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

The employer will promptly notify in writing the appropriate steward, chief steward, grievance committeepeople, or designated representative of the recommended discharge or suspension of any employee covered by this Agreement. The employer will also forward a copy of the recommended discharge or suspension to the local Union President.

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

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

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

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

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

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

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

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

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

I. The parties recognize that members of this bargaining unit are professional and supervisory employees who may be involved in directing activities of other employees and in participating in maintaining discipline. Following is the outline for a corrective discipline program.

1. Disciplinary action may be imposed for an employee's failure to fulfill his/her job responsibilities or for improper conduct connected with the individual's employment.
2. Discipline is intended to be corrective and should follow a series of progressive steps to change the employee's unacceptable conduct or behavior.
3. Disciplinary action should be appropriate and take into account both the offense and the employee.
4. Any published departmental standards or rules governing employee conduct or expected work performance should be fairly and consistently applied.

NOTE: The City and Michigan Council #25 have agreed to jointly review and discuss work rules of the various departments. Local #2394 may participate in such discussions.

## 12. SPECIAL CONFERENCE

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

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

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

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

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

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

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

H. If an employee on afternoons or mid-nights is requested to attend a special conference, the department shall rearrange the employee's schedule of work so that the special conference shall be included as part of the employee's work schedule for that day.

I. If the Union does not receive an answer within the above time limit, the Union may submit a grievance commencing at Step 4 of the Grievance Procedure.

13. HEALTH AND SAFETY

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

A. Complaint Procedure:

1. It shall be the responsibility of the employee to report any unsafe operation to his/her immediate supervisor.
2. If the employee's complaint is not satisfied he/she shall notify the local steward who shall meet and discuss the complaint with the supervisor without undue delay.
3. If the complaint can not be resolved, the matter shall then be referred promptly in writing to the Joint Local Safety Committee.
4. If the matter can not be resolved by the Joint Local Safety Committee, it shall become a proper subject for the grievance procedure starting at Step 3 of Article 8-A.
5. Following report of the alleged unsafe operation to the supervisor and during investigation by the Joint Local Safety Committee, the employee may be reassigned to other available work pending evaluation.

B. A joint local committee on health and safety, hereinafter referred to as Local Safety Committee, will be established in each department and will consist of a Management Safety representative and the Local Union President. The Local Committees shall:

1. Meet bi-monthly or at other agreeable times and places to discuss the health and safety conditions within the department and review accident reports and departmental safety programs.
2. Meet at such other times as needed to promptly investigate major accidents when advance notice is given; accompany Federal, State, or Local health and safety professionals on inspection tours; investigate complaints by employees concerning health and safety.

3. Review and make recommendations concerning rules for the use, issuance, recovery and replacement of all safety material and equipment.
4. Submit in writing to the Central Safety Committee reports and recommendations for improving safety programs, equipment, tests, etc.

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

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

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

#### 14. SENIORITY

A. SENIORITY is hereby defined as the length of continuous service beginning on the date of legal certification to a position in the classified service of the City of Detroit, or the date of induction into such classified service as provided by law. Effective July 1, 1983, new employees who are certified for employment but not hired within fifteen (15)

calendar days of such certification, shall have their date of hire recorded as their date of seniority and certification. Seniority, as defined above and in accordance with Personnel Department Rules incorporated herein by reference is established to serve as a basis for determining employee seniority rights provided for in this Agreement including the order of demotion or lay-off in the event of a reduction in force and the reemployment rights of employees.

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

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

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

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

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

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

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

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

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

E. RESOLVING TIES IN SENIORITY:

1. Where two or more persons have the same seniority date, the employee with the highest standing (examination rating) on the eligible register from which the employees were certified shall be deemed as having the greater seniority. In the event



of identical examination ratings, the employee with the earliest examination date shall be deemed as having the greater seniority. In the further event of identical examination dates, the employee who first submitted his/her employment application (as measured by the examination number) shall be deemed as having the greater seniority.

2. In the case of inducted employees with the same seniority date, employees will be ranked in accordance with their length of continuous service in the department, agency or activity in which they were employed when inducted into the classified service. Insofar as possible to determine, such continuous service shall include any adjustments in accordance with procedures outlined in this Article.
3. Notwithstanding the above, in all cases of identical seniority dates, persons entitled to preference under the Michigan Veteran's Preference Act shall be deemed as having greater seniority than those employees without such preference.

F. PROBATIONARY EMPLOYEES: New employees hired in the unit shall be considered as probationary employees for the first ninety (90) working days of their employment, provided that this probationary period may be extended after discussion with the Union for up to an additional ninety (90) days. When an employee finishes the probationary period, he shall be entered on the Seniority List for the unit.

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

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

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

15. SENIORITY OF UNION REPRESENTATIVES

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

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

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

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

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

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

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

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

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

1. To displace a lesser seniority employee in a lower class in the same occupational series.
2. To displace a lesser seniority employee in some other classification which the senior employee previously held.

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

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

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

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

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

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

F. Employee Recall, Reemployment and Restoration Rights:

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

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

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

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

2. In addition to the recall rights described above, the City shall implement policies and practices for reemployment of laid off employees in available vacancies in other classes for which laid off employees are qualified. These policies and practices shall include the following:

- a. Laid off employees shall be placed on preferred eligible lists for all classes in which they acquired seniority. Employees will be offered employment from such lists to available vacancies in these classes in order of their total City seniority.
- b. In the absence of a recall or preferred eligible list for a given class, laid-off employees on existing lists may be offered placement to available vacancies in the given class. Use of such alternate lists to fill available vacancies shall be based on comparable or equivalent entrance requirements for the class.

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

H. Multiple Titles: In determining an employee's rights under this Article, an employee can have permanent seniority in only one class at a time. An employee who carries a multiple title shall be treated as having permanent seniority in the lowest part of his/her multiple title. Exceptions to this general rule would be where the employee previously held a higher part of the multiple title on a single title basis, or where the parties agree that the employee's permanent seniority should be in a higher part of the multiple title based on the employee's nature and history of employment. Such agreement must be in effect no later than ninety (90) days prior to the announcement of a reduction in force.

I. Notice Requirements:

1. Employees to be laid off from a department shall receive notice of lay-off no less than two (2) calendar weeks prior to the effective date of the separation. A copy of such notice will be sent to the Local Union President.
2. Employees displaced as a result of a reduction in force, including those displaced and laid off as a result of City-wide displacements, shall receive notice of displacement and/or lay-off no less than one (1) calendar week prior to the demotion or separation. A copy of such notice shall be sent to the Local Union President.

3. Notice of recall or offer of reemployment to laid off employees shall be sent by certified mail to the person's last address of record. It shall be the responsibility of the laid off employee to notify the Personnel Department immediately of any change of address. Failure of the laid off employee to respond to the notice of recall or reemployment within ten (10) working days shall be considered a voluntary quit unless good cause for the employee's failure to respond is shown.
4. Exceptions to the above notice requirements shall be allowed in individual cases where the failure to give timely notice resulted from error or unforeseen circumstances beyond the control of management.

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

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

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

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

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

17. UNEMPLOYMENT COMPENSATION - SUPPLEMENTAL UNEMPLOYMENT BENEFITS

A. Unemployment Compensation

Employees covered by this agreement shall receive unemployment benefits in accordance with the unemployment insurance plan administered by the Michigan Employment Security Commission under the Michigan Employment Security Act.

B. Supplemental Unemployment Plan

Subject to all of the following rules and qualifications, employees shall be entitled to Supplemental Unemployment Benefits.

Section 1. Application for Supplemental Unemployment Benefits.

No employee shall be eligible for S.U.B. unless and until he/she shall have made due application therefore in accordance with the procedure established by the City and shall have met the eligibility requirements of Section 2 of this article. Such an employee shall be considered as an applicant.

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

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

- 4) has not refused to accept work when recalled pursuant to the Collective Bargaining Agreement and has not refused an offer by the City of other available work which the applicant has no option to refuse under the Collective Bargaining Agreement;
  - 5) has not failed to report for interview within five (5) working days after notice of recall from the City.
  - 6) has not failed through any fault of his/her own to report for hire at the employing department within five (5) working days after certification;
  - 7) was not eligible for and was not claiming any accident or sickness or other disability benefit (other than a disability benefit which would be payable to the applicant whether he/she was working full time or not or a survivor's allowance under Worker's Compensation laws), whether publicly or privately financed, or a pension or retirement benefit financed in whole or in part by the City;
  - 8) was not in military service;
  - 9) did not receive any unemployment benefit from, or under any contract, plan or arrangement of, any other employer, and he/she was not eligible for such a benefit from, or under any contract, plan or arrangement of, any employer with whom he/she has greater seniority than with the City;
  - 10) must have been on continuous layoff from the City for a period of four (4) full weeks; whereupon he/she will be eligible retroactively for benefits commencing after the second week of lay-off.
  - 11) must not be on layoff from a classification designated as special service, limited term, part-time, provisional, contractual, limited status, or for which the duration of employment is listed as seasonal;
  - 12) must have at least eighteen (18) months total City seniority;
- c) an employee shall forfeit permanently all eligibility for S.U.B. if he/she shall misrepresent any material fact in connection with an application by him/her for any S.U.B. or other unemployment compensation. Furthermore, he/she shall be subject to disciplinary action upon his/her return to active status.

### Section 3. Powers and Authority to the City

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

- a) to obtain from employees, persons filing applications for benefits, eligible persons and elsewhere such information as the City shall deem necessary in order to carry out its duties under this article.



- b) to investigate the correctness and validity of information furnished by any person who applies for a benefit;
- c) to make appropriate determinations pursuant to this article;
- d) to require an applicant to exhibit his/her MESC Unemployment Benefit check for the week with respect to which application for S.U.B. is made, or to submit evidence satisfactory to the City of receipt or entitlement to receive a MESC unemployment benefit.

Section 4. Amount of Weekly Supplemental Benefit

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

Section 5. Duration of Supplemental Benefit

An eligible applicant shall be entitled to one (1) week of S.U.B. for every month of total City seniority, not to exceed in any case a maximum of twenty-six (26) weeks duration for any continuous layoff.

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

18. TRANSFER AND PROMOTIONS

Promotions and transfers shall be in accordance with local supplemental agreements.

All promotions shall be subject to a three (3) month trial period provided that this trial period may be extended after discussion with the union for up to an additional three (3) months.

During the trail period, the employee shall have the opportunity to revert to his/her former classification and/or department upon written notice of such desire to the employer.

In the event the employee is found to be unsatisfactory during the trial period, the department may take action after discussion with the union to revert the employee to his/her former classification and/or department. Notice of such proposed action and reasons shall be given in writing to the employee and the Union prior to the reversion.

19. CONTRACTUAL WORK

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

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

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

20. VETERANS--RESERVES--EDUCATION

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

21. MAINTENANCE OF CONDITIONS

Wages, hours, conditions of employment and current proper practices which are beneficial to the employees at the execution of this Agreement, shall, except as provided and improved herein, be maintained during the term of this Agreement. Changes must be mutually agreed upon by the City and the Union.

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

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

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

## 22. LEAVES OF ABSENCE

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

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

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

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

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

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

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

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

Delegates elected to State and National Union Conventions will be allowed time without loss of pay to attend such conventions in the ratio of one (1) delegate for every 500 dues paying members or the major fraction thereof.

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

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

FOLLOWING ARE PROCEDURES AND REGULATIONS GOVERNING LEAVES OF ABSENCE:

1. Procedure for Applying for Leave of Absence:
  - a. An employee requesting a City leave of absence shall make written request to his/her department director stating the reasons for the requested leave and providing any necessary documentation. The department director shall investigate such request to determine whether such request is in accordance with departmental policy, and, if approval is recommended, shall submit the leave request on prescribed forms to the Personnel Director for consideration.

- b. Upon receipt of the recommended leave request, the Personnel Director shall make such investigation and may require such additional evidence to permit a determination as to whether the request for leave is consistent with City policy and is in the interests of City service. The employing department director shall be informed of the approval or rejection of the leave request.

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

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

## 2. Length of Leaves of Absence

- a. Generally, City leaves of absence shall be initially granted for the period requested by the employee and/or as recommended for approval by the employee's employing department, but not to exceed one (1) year. Exceptions to this general proposition are as follows:
  - 1) Approved leaves of absence for health reasons shall be granted for an initial period not to exceed four (4) months. (Four (4) months is the period of time during which an employee on leave for any reason may continue to be covered by the Employee Benefit Plan. Beyond four (4) months only employees on leave for health reasons may continue to be covered under such plan. If an extension of the leave for health reasons is granted, the employee shall be eligible to participate in the Employee Benefit Plan for the duration of the health leave extension. Such participation is at the employee's own expense.)
  - 2) Approved leaves of absence for military service shall be granted for the entire period required to complete the tour of duty, not to exceed four (4) years plus one (1) additional year resulting from the request of the United States government.
- b. Extensions beyond the initial period of leave may be granted if necessary to carry out the purpose for which the leave of absence was granted.

- c. Upon written request of the employee on leave and for proper reasons shown, the employing department director may modify the term of the approved leave to allow for the employee's early return to active employment. Notice of such action shall be promptly given to the Personnel Department.

### 3. Return to City Employment

- a. Upon expiration of the approved leave of absence, the employee has the right to return to a position in the department from which the leave was granted which is in the same classification and at the same salary level which the employee had at the time the leave was approved. If the employee would have been laid off or demoted as a result of a reduction in force in the department during the period of leave, then the employee shall be granted whatever rights the employee would have had had he/she been employed at the time of the reduction in force.
- b. An employee reporting for reemployment following a leave of absence must be physically and mentally capable of performing all the duties of the classification for which he/she seeks reemployment. Persons returning after all leaves of absence for health reasons and all leaves of 90 or more calendar days shall be directed to the Personnel Department Medical Examiner prior to returning to work. An employing department may also request that a returning employee be referred to the Medical Examiner prior to returning to work in other instances not covered above. Such request shall be in writing.
- c. Special Provisions Applicable to Persons Returning from Military Service: Employees returning from a leave for military service, upon fulfilling all statutory conditions for reemployment, shall be entitled to all rights and benefits provided under the U.S. Veterans' Reemployment Rights Status (Chapter 43, Part III, Title 38, U.S. Code). Included is the right to be restored to the employee's pre-service position within a reasonable period (not to exceed 15 days) and to receive all benefits and considerations which the employee would have received or would have been entitled to had the employee remained on the job during the period of military service. Any questions concerning rights of persons returning from military service or claims for benefits under the Veterans' Reemployment Rights Statute should be promptly referred to the Personnel Department.

### 4. Restrictions on Employees on Leave of Absence

- a. No person while on leave of absence may be remuneratively employed except where such remuneration is provided for in the purposes for which the leave is granted, or is a necessary component of an approved educational internship.

- b. Removal of residence from the City of Detroit or other approved residence area, unless necessary to effectuate the purpose of the leave, without the prior consent of the Personnel Director, shall be grounds for cancellation of the leave. To be eligible for reemployment following expiration of an approved leave, the person must be a resident of Detroit or other approved area where applicable.
- c. Commission of any act or conduct which violates the terms of the leave or which would have resulted in suspension or discharge of the person were he/she on the active payroll shall be grounds for cancellation of the leave and may result in appropriate disciplinary action.

### 23. FUNERAL LEAVE

A. If a death occurs among members of the employee's immediate family or household, the employee, provided he/she attends the funeral, will be granted three (3) days leave not to be charged to sick leave; provided that such leave will be extended to five (5) days if the funeral which the employee attends is more than 300 miles from the City of Detroit. When an employee is entitled to three (3) days leave under this provision, and the funeral is within 300 miles of Detroit, he/she shall be granted two (2) days to be charged against current sick leave and then reserve sick leave upon his/her request.

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

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

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

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

24. SICK LEAVE

A. All employees who shall have completed three (3) months of continuous service shall be granted one (1) day of sick leave for every service month of not less than eighteen (18) normal service days, not to exceed twelve (12) sick leave days in any one fiscal year. Sick leave earned after July 1, 1971 may accumulate without limitation.

B. Reserve sick leave of three (3) service days shall be granted beginning July 1, 1984 to all employees with a full year of service. All reserve sick leave earned after July 1, 1971 may accumulate without limitation.

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

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

E. Employees who have accumulated a total of forty-nine (49) or more unused sick days on July 1, 1984 or who have accumulated a total of forty-seven (47) or more unused sick leave days on July 1, 1985, or who have accumulated a total of forty-five (45) or more unused sick days on July 1, 1986 shall receive up to five (5) bonus vacation days based upon their sick leave usage in the previous fiscal year. Such time shall be credited according to the following table:

<u>Sick Leave Days Used In Previous Fiscal Year</u>	<u>Bonus Vacation Days To Be Credited on July 1st</u>
0 to 2	5
3	4-1/2
4	4
5	3-1/2
6	3
7	2-1/2
8	2
9	1-1/2
10	1
11	1/2
12 or more	0



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

G. The above shall be in accordance with Chapter 16, Article 7, Section 2 of the Municipal Code of the City of Detroit except as modified by this article.

## 25. LONGEVITY PAY

A. Employees hired prior to August 3, 1981 shall qualify for longevity pay as follows:

1. Employees may qualify for the first step of longevity pay, provided they have served as City employees for an accumulated period of five (5) years.
2. Employees may qualify for the second step of longevity pay, inclusive of the first step provided they have served as City employees for an accumulated period of eleven (11) years.
3. Employees may qualify for the third step of longevity pay, inclusive of the first and second steps, provided they have served as City employees for an accumulated period of sixteen (16) years.
4. Employees may qualify for the fourth step of longevity pay, inclusive of the first, second and third steps, provided they have served as City employees for an accumulated period of twenty-one (21) years.
5. Employees may qualify for the fifth step of longevity pay, inclusive of the first, second, third and fourth steps, provided they have served as City employees for an accumulated period of twenty-six (26) years.
6. The first step of longevity increment shall be one hundred fifty dollars (\$150). The second step of longevity increment inclusive of the first step, shall be three-hundred dollars (\$300). The third step of longevity increment, inclusive of the first and second steps, shall be four-hundred and fifty dollars (\$450). The fourth step of longevity increment, inclusive of the first, second and third steps, shall be six hundred dollars (\$600). The fifth step of longevity increment, inclusive of the first, second, third and fourth steps, shall be seven hundred and fifty dollars (\$750).

B. Employees hired on or after August 3, 1981 shall qualify for longevity pay as follows:

1. Employees may qualify for the first step of longevity pay, provided they have served as City employees for an accumulated period of eleven (11) years.
2. Employees may qualify for the second step of longevity pay, inclusive of the first step provided they have served as City employees for an accumulated period of sixteen (16) years.
3. Employees may qualify for the third step of longevity pay, inclusive of the first and second steps, provided they have served as City employees for an accumulated period of twenty-one (21) years.
4. The first step of longevity increment shall be one hundred fifty dollars (\$150). The second step of longevity increment inclusive of the first step, shall be three-hundred dollars (\$300). The third step of longevity increment, inclusive of the first and second step, shall be four-hundred and fifty dollars (\$450).

C. Employees who have qualified for longevity pay and have accumulated at least 1,976 hours of straight time Regular Payroll hours of paid time during the year immediately preceding any December 1 date or other day of payment will qualify for a full longevity payment provided they are on the payroll on the December 1 date or any other date of qualification. Except for employees first qualifying for increments, the payment will be made in a lump sum annually on the first pay date after December 1st.

No employee will be denied a full longevity payment on December 1st because of a temporary unpaid absence of thirteen (13) continuous days or less extending through the December 1st date in question.

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

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

F. All of the above provisions except as modified herein shall be in accordance with Chapter 16, Article 11 of the Municipal Code of the City of Detroit.

26. WORK WEEK, WORK DAY, SHIFT PREMIUM

A. Standard Service Week:

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

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

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

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

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

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

B. Service Day and Work Day:

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

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

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

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

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

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

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

C. Afternoon and Night Shifts:

1. Employees who work regularly scheduled afternoon and night shifts shall receive, in addition to their regular pay, a premium of forty-five cents (45¢) per hour for the afternoon shift and a premium of fifty cents (50¢) per hour for the night shift according to Chapter 16, Article 5, Section 12 of the Municipal Code of the City of Detroit.

2. Shift Premium Times

The afternoon shift shall be any full-time shift commencing at the hour of 11:00 a.m. or between the hours of 11:00 a.m. and 6:59 p.m.

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

D. All of the provisions of this Article shall be in accordance with Chapter 16, Article 5 of the Municipal Code of the City of Detroit.

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

27. O V E R T I M E

A. The City has the right to schedule overtime work as required in a manner most advantageous to the City and consistent with requirements of municipal employment and the public interest. Such overtime shall not be scheduled so as to reduce the work force.

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

B. Time and One-Half Overtime

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

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

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

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

C. Double Time Overtime

Double time (two-hundred per cent (200%) of the basic or hourly rate) will be paid to hourly-rated and salary rated employees for work on the seventh day of the work week schedules as defined by Chapter 16, Article 5, Section 6 of the Municipal Code of the City of Detroit.

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

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

F. All of the above shall be in accordance with Chapter 16, Article 5 of the Municipal Code of the City of Detroit and the Michigan Minimum Wage Law.

28. HOLIDAYS AND EXCUSED TIME OFF

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

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

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

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

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

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

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

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

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

G. Employees shall be granted four (4) hours of "Excused Time" on Good Friday or the last four (4) hours on the last scheduled paid day prior to Good Friday, and eight (8) hours of "Excused Time" on the last scheduled paid day before Christmas Day and before New Year's Day and for Veteran's Day, Columbus Day, and Election Day as designated by the City Council, or an additional Swing Holiday in the event there is no designated Election Day, provided they are on the payroll through the excused time day in question. Employees required to work any portion of the "Excused Time" on these days will receive either equal time off for hours worked or additional pay at straight time for such hours at the option of the Department Head. No holiday premium will be paid for work on these days. When an employee is absent without good cause for the non-excused portion of the day, he/she shall forfeit this excused time for the day. Effective July 1, 1984, the day after Thanksgiving will be substituted for Columbus Day.

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

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

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



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

K. The City shall have the option to close all or part of its facilities for the Christmas and New Year's holiday season consistent with operating needs and the public service. Employees shall have the option of using vacation, swing holidays, compensatory time or no-pay for any days off during this period. If an employee has no paid time accrued, and wishes to work, the City will make every attempt to place an employee on a job assignment consistent with their job classification and ability to perform the work.

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

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

December 27, 28, 29, 1983  
December 26, 27, 28, 1984  
December 23, 26, 27, 30, 1985.

The City agrees to allow those employees who would have to be off without pay during the 1985-86 Christmas - New Year's shutdown, the option to use vacation time, if any, which has been earned but not yet credited for Monday, December 30, 1985. In the event an employee separates from the City service before the advance vacation time would normally be credited, the City shall deduct the advanced time from his/her final prorated vacation payment or any other payment made to an employee upon separation from City service.

Any scheduled time off during these periods shall not be counted against the employees' attendance records nor adversely affect their benefits.

29. UNUSED SICK LEAVE ON RETIREMENT

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

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

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

30. VACATIONS

A. ELIGIBILITY:

Employees inducted during the course of the fiscal year shall not be eligible for vacation leave without deduction of pay until they shall have earned at least one-thousand hours of paid time, exclusive of overtime or premium time, and until they have attained status as City employees for at least six (6) months. When employees qualify, as above stated, they shall be entitled to five (5) days of vacation leave. Once employees have earned at least one-thousand nine hundred and seventy-six (1,976) hours of paid time, exclusive of overtime, and have attained status as employees for at least twelve (12) months, they are entitled to five (5) additional vacation days. In order that an employee's time may be computed on a fiscal year basis, on the July 1 following his first year anniversary date of employment the employee will be entitled to a prorated vacation leave, computed by multiplying the number of months remaining from the anniversary date, to the end of the fiscal year by 8.3 per cent of ten (10) days and rounding the product to the nearest whole number. Thereafter, his vacation shall be computed on a fiscal year basis.

B. The vacation schedule shall be as follows:

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

C. VACATION PERIOD:

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

2. When an official holiday occurs during a scheduled vacation, the employee shall be entitled to an additional vacation day.

3. If an employee becomes ill while on his vacation, or prior to, his vacation shall be re-scheduled after proof of such illness.

Employees who are on extended sick leave of one (1) month or more on any July 1st date, shall, upon prior written application to the department head and the Finance Director be entitled to a lump sum payment in lieu of time off for all vacation leave earned during the preceding fiscal year.

D. VACATION PRORATION:

Employees who fail to accumulate the required one-thousand nine hundred and seventy six (1,976) of straight time Regular Payroll hours, those who die and those who are separated from the service, either temporary or permanently, so that it is apparent at the time of separation that they will not accumulate one-thousand nine hundred and seventy six (1,976) hours of straight time pay, shall be entitled to vacation leave before such separation computed as follows: 8.3 per cent of the vacation credit of the previous July 1 multiplied by the number of calendar months in which employees have been paid for not less than one hundred and sixty (160) straight time Regular Payroll hours, and rounded to the nearest whole number. After one-thousand nine hundred and seventy

six (1,976) straight time hours are worked in a fiscal year, employees will be entitled to one-hundred per cent (100%) of their next July 1 vacation. In the special situation employees who have attained status for at least twelve (12) months but have not yet been placed on a fiscal year basis, and who are separated from the service, shall be entitled to prorated vacation leave, computed by multiplying the number of months worked from the one year anniversary date to the date of separation by 8.3 per cent of ten (10) days and rounding the product to the nearest whole day. Current rules governing vacation shall otherwise continue to apply. This paragraph does not apply to part-time, seasonal or temporary employees.

E. CREDITING VACATION:

Eighty percent (80%) of anticipated annual vacation leave (rounded down to the nearest 1/2 day) will be posted to an employee's bank after he/she has accumulated 1,600 straight time hours in a fiscal year. The remainder of his/her time will be credited after he/she has worked 1,976 straight time hours. In the event an employee has been credited with more time than he/she has earned, on the succeeding July 1st, or date of separation, whichever comes first, the employee will have any vacation time credited but not earned charged first against his/her existing vacation bank, then to his/her swing holiday bank, or failing sufficient time in those two banks, he/she will be docked for the time.

F. VACATION PRORATION - LAYOFFS:

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

A recalled employee who received a lump sum bonus credit at the time of lay-off for the current fiscal year will have such credit deducted from the total vacation earned in the fiscal year in which he is laid off.

An employee who is laid off for thirty (30) days or less shall have the option of receiving a lump sum bonus payment in lieu of vacation or leaving his vacation intact.

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

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

### 31. RATES FOR NEW POSITIONS

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

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

### 32. TEMPORARY ASSIGNMENTS

A. Employees in supervisory professional classes (See Exhibit 1-A) are normally expected to relieve in higher positions in the absence of other employees on days off, vacations and illness. However, if an employee is assigned designated duties and responsibilities generally performed by an employee in a higher classification for more than fifteen (15) consecutive working days, he/she shall be compensated in the appropriate classification thereafter or sooner when circumstances warrant.

B. Employees in supervisory classes (See Exhibit 1-B) who are assigned the duties and responsibilities generally performed by employees in a higher classification for more than five (5) consecutive work days shall be compensated from the first (1st) day of the assignment.

C. The parties recognize that out-of-class work assignments shall not be used to circumvent established procedures for filling vacant positions by transfer or promotion as provided in Article 18 and local supplemental agreements, nor shall out-of-class payments be avoided by arbitrarily alternating out-of-class assignments.

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

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

### 33. JURY DUTY

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

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

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

The jury duty supplementation shall not apply to special service, contractual, temporary or other employees with less than one year of seniority.

D. When properly notified by an employee under the terms of Section C, the department shall, if necessary, reschedule the work assignment of the employee so as to coincide as closely as possible with the jury duty schedule. This reassignment shall take precedence over other conflicting sections of this contract (except Article 7-F).

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

F. Jury Duty shall be considered as time worked.

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

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

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

A. Not later than January 1, 1984, for active employees and employees who retire on or after January 1, 1984, coverage shall be as described in the Memorandum of Understanding re: Health Care Cost Containment and Exhibit VI.

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

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

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

E. The City Blue Cross hospitalization plan for active employees and their dependents shall include Blue Cross Master Medical insurance with a twenty percent (20%) co-pay benefit and a fifty dollar (\$50.00) per person annual deductible (\$100.00 for two or more in a family).

F. The City shall provide for all active employees and their dependents a Dental Plan which shall be the Blue Cross/Blue Shield program which provides Class I benefit on a 25% co-pay basis and Class II and III benefits on a 50% co-pay basis. Classes I, II, and III benefits shall not exceed \$1,000 per person per year. In addition, Orthodontic coverage shall be on a 50% co-pay basis with a \$1,000 life time maximum. Newly hired employees shall not be eligible for these benefits until they shall have worked 1,040 straight time hours.

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

G. The City will provide Optical Care Insurance through the Employee Benefit Board and such benefit will include case hardened lenses.



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

I. Effective November 1, 1983 employees who wish to insure sponsored dependents shall pay the premium cost of this coverage. Also, effective November 1, 1983 the City will pay the health insurance premium for dependents who are 19 to 25 years of age for only as long as they are regularly attending an accredited vocational school, college or university and are dependent upon the employee for support and maintenance and were reported as such on the employee's most recent federal income tax return. Employees at their own expense may provide coverage for these dependents through a payroll deduction.

### 35. WORKERS' COMPENSATION

A. All employees shall be covered by the applicable Workers' Compensation laws and related benefits. An employee sustaining injury or occupational disease arising out of and in the course of city employment shall be continued on the payroll and his/her time shall be charged to his/her sick leave reserve for all days not covered by Workers' Compensation payments; provided that in the absence of any sick leave reserve he/she shall be paid regular wages or salary to the extent of two-thirds of his/her daily wage or salary but for a period not to exceed seven (7) days; provided also that where the employee has a sick leave reserve and receives income under the Worker's Compensation Act, such income shall be supplemented by the City with an amount sufficient to maintain his/her regular salary or wage for a period not to exceed that of his/her sick leave reserve, and such reserve shall be charged for all sick leave days or portions thereof paid to such employee.

B. For employees who receive Workers' Compensation after November 1, 1983 and where the employee has a sick leave reserve and receives income under the Workers' Compensation Act, such income shall be supplemented by the City from his/her sick leave banks in an amount sufficient to bring it up to ninety-five percent (95%) of his/her weekly take-home pay. For the purposes of this article, take-home pay is defined as gross pay from the City less Social Security deductions, and less Federal, State and City income tax withholding amounts based on the employee's actual number of dependents.

C. Employees shall not be eligible for holiday pay nor earn additional vacation or reserve sick leave when they are being paid Workers' Compensation benefits.

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

## 36. DEATH BENEFITS AND LIFE INSURANCE

### A. DEATH BENEFITS

Death benefits for all regular City employees are authorized by the City Charter, Title IX, Chapter VIII. The City Code, Chapter 16, Article 9, Section 16-9-2 currently provides a death benefit of \$4,900.00.

1. MEMBERSHIP  
Mandatory for regular employees.
2. CONTRIBUTIONS  
By the City - \$13.30 per year per employee.  
By the employee 20¢ per week or \$10.40 per year.

In the event the above contributions are not sufficient to adequately fund this benefit, the level of benefit shall be adjusted to reflect the deficiency.

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

1. A lump sum duty death benefit of \$10,000 will be paid to the beneficiaries or estate of employees who are killed or who die as a direct result of injuries sustained in the actual performance of their duties.
2. A lump sum payment of \$10,000 will be made to any employee who is totally and permanently disabled from illness or injury arising solely out of the actual performance of their duties. "Totally and permanently disabled" shall be defined exclusively as follows:

- a. Total and permanent loss of sight of both eyes.
- b. Loss of both legs or both feet at/or above the ankle.
- c. Loss of both arms or both hands at/or above the wrist.
- d. Loss of any two of the members of facilities enumerated in (a), (b), (c).
- e. Permanent and complete paralysis of both legs or both arms or one leg and one arm.
- f. Incurable insanity or imbecility.

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

The Finance Director shall appoint a physician who shall examine the medical records and findings and with respect to rights of claimants the physician may also personally examine the claimant. Said physician shall within sixty (60) days of appointment file a written report regarding his medical findings which shall include a recommendation as to whether or not the claimant is entitled to the benefits.

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

The Medical Board of Inquiry shall consist of three (3) physicians or surgeons appointed by the Wayne County Medical Society. The Medical Board of Inquiry shall examine all medical findings and within sixty (60) days of its formation shall file with the Finance Director a written report of its findings, which as to the benefits provided herein shall be final and binding as to the medical finding. The Finance Director shall pay the fees of the physician named by him and the fees of any Medical Board of Inquiry formed.

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

C. GROUP LIFE INSURANCE

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

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

3. Benefits - Employees:

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

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

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

5. BENEFITS - DEPENDENTS:

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

D.

1. Not later than June 19, 1984 the amount of the additional life insurance which employees may purchase at their own expense, inclusive of the \$12,500 of insurance in Section C-4, will be increased. Employees will be able to purchase insurance which is approximately equal to their annual salary or they may choose to purchase insurance which is approximately equal to two times their annual salaries in accordance with the following:

<u>Yearly Pay</u>	<u>Amount of Insurance Option 1</u>	<u>Amount of Insurance Option 2</u>
\$12,500 to \$15,000	\$15,000	\$ 30,000
\$15,000 to \$17,500	\$17,500	\$ 35,000
\$17,500 to \$20,000	\$20,000	\$ 40,000
\$20,000 to \$22,500	\$22,500	\$ 45,000
\$22,500 to \$25,000	\$25,000	\$ 50,000
\$25,000 to \$27,500	\$27,500	\$ 55,000
\$27,500 to \$30,000	\$30,000	\$ 60,000
\$30,000 to \$32,500	\$32,500	\$ 65,000
\$32,500 to \$35,000	\$35,000	\$ 70,000
\$35,000 to \$37,500	\$37,500	\$ 75,000
\$37,500 to \$40,000	\$40,000	\$ 80,000
\$40,000 to \$50,000	\$50,000	\$100,000
\$50,000 to \$60,000	\$60,000	\$120,000
And so forth in \$10,000 Increments	And so forth in \$10,000 Increments	And so forth in \$20,000 Increments

2. The implementation of this additional option shall be subject to the agreement of the current life insurance carrier. The current practice of the insurance carrier requiring applicants to fill out forms to determine the state of their health and their insurability will continue as in effect on June 1, 1983.
3. Subject to the agreement of and conditions determined by the current life insurance carrier, retirees shall have the option of converting all or part of their group life insurance to a life insurance policy at their own expense. Also, subject to the above conditions, employees who resign may continue their current coverage at their own expense.
4. Should the current carrier decline to provide the coverage agreed upon, the City shall rebid the entire package upon the expiration date of the current contract with the present carrier.

37. UNION BULLETIN BOARD

A. The City will furnish for the Union one (1) adequate bulletin board at each of the agreed locations. The boards shall be used only for the following notices:

1. Recreational and social affairs of the Union.
2. Union meetings.
3. Union elections.
4. Reports of the Union.
5. Rulings or policies of the International Union or Council #25.

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

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

38. SUPPLEMENTAL AGREEMENT

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

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

C. The parties agree to start negotiations on the Supplemental Agreements six (6) months prior to the expiration of this Agreement. The parties agree to finalize these Supplemental Agreements by June 30, 1986.

39. STRIKES AND LOCKOUTS

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

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

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

C. Any alleged violation of A and B above is subject to an immediate hearing of the Pre-Arbitration Panel after Steps 1 and 2 are complied with.

D. Any member of the A.F.S.C.M.E. Supervisory Unit may serve as one of the twelve (12) Council 25 Staff Representatives or one of the seventeen (17) Local Union Presidents provided for in the Memorandum of Understanding, dated December 1, 1980, between the City of Detroit and Michigan Council 25, A.F.S.C.M.E Non-Supervisory Agreement dated July 1, 1980 thru June 30, 1983. (See Exhibit IV and Exhibit V).

#### 40. SAVINGS CLAUSE

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

41. WAGES

- I. All employees as listed in Exhibit II and covered by this Agreement shall receive an improvement factor increase in their wage rate as follows:

Effective July 1, 1984 - Equity formula in accordance with the Memorandum of Understanding Re: Equity Formula.

Effective July 1, 1985 - Equity formula in accordance with the Memorandum of Understanding Re: Equity Formula.

II. MISCELLANEOUS

- A. All salaried employees will have their hourly rate computed by dividing their annual salary by 2080 hours.
- B. Deferred Compensation Plan: Employees shall be eligible for a deferred Compensation Plan made available by the City. Participation in the Plan shall be optional with each employee.
- C. Credit Union Deduction: In the event that Michigan Council #25 organizes a Credit Union, the City will permit payroll deductions in the same manner and form it is now doing for the Detroit Municipal Employees Credit Union.
- D. Step increments shall be automatic.
- E. Step increments for hourly rated employees shall be \$.10 per hour.
- F. The annual step increment for salary classifications shall be five percent (5%) of the employee's salary as of the date the increment is normally paid, not to exceed the maximum rate for the classification.
- Half steps shall be two and one-half percent (2-1/2%).
- G. Step increments for salaried classes shall be paid over a period not to exceed six (6) years.
- H. Employees promoted from classes where the maximum of the old class is greater than the minimum of the new class, shall be entitled to a step increase of two annual steps not to exceed the maximum of the new class.
- I. Employees benefits for those employees sixty-five (65) years of age and older may be modified as permitted by law but shall not result in any additional cost to the employee.



42. CLOTHING AND UNIFORM ALLOWANCES

A. Clothing

The \$50.00 clothing allowance shall be changed to \$70.00 effective in fiscal 1980-81 and otherwise administered according to the Resolution of the City Council of May 9, 1974 (J.C.C. p. 1107).

B. Uniform

For employees who are required to wear a specific uniform, the allowance will be increased from \$100.00 to \$140.00 per year, effective in fiscal 1980-81.

C. This Article shall be administered according to the Resolution of the City Council of May 9, 1974 (J.C.C. p. 1107).

43. SUCCESSOR CLAUSE

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

44. EMPLOYEE ASSISTANCE PROGRAM

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

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

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

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

D. In each department, committees will be established composed of an equal number of Union and departmental representatives who will work cooperatively outside the grievance procedure on problems related to employee assistance. Such local committees shall be established within thirty (30) days after signing of this Agreement or as soon afterward as possible. The responsibility of the departmental committee will include:

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

E. The City and the Union agree that:

1. Nothing in this statement is to be interpreted as constituting any waiver of management's responsibility to maintain discipline or the right to invoke progressive disciplinary measures when applicable in the case of misconduct which may result from or be associated with the abuse of any substance abuse or other personal problem; the Union may exercise its right to process grievances concerning such matters in accordance with the AFSCME Master Agreement.

2. During or following treatment, the employee should not expect any special privileges or exemptions from standard personnel practices; however, employees with substance abuse problems will be allowed to liquidate sick leave for the purpose of treatment or rehabilitation upon presentation of satisfactory medical evidence.
3. When a leave of absence is necessary so that an employee may undergo medical treatment for alcoholism or drug abuse or other personal problems in or from an appropriate facility in accordance with this program and when the employee has voluntarily submitted himself for such treatment, he may be granted a leave of absence.
4. The confidential nature of medical records of affected employees will be preserved in the strictest manner as all other medical records. To the extent feasible, Employee Assistance facilities will be located in areas separate from other City activities.

#### 45. SOCIAL SECURITY

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

#### 46. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION STATEMENT

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

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

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

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

#### 47. RETIREMENT

A. Eligibility for Service Retirement Allowance - Any employee who is covered by the provisions of this Agreement and who is a member of the General Retirement System of the City of Detroit who later has thirty (30) or more years of credited service may retire upon his/her written application filed with the Board of Trustees setting forth the date, which shall not be less than thirty nor more than ninety days, subsequent to the execution and filing of said written application, he/she desires to be retired. On the date so specified for his/her retirement he/she shall be retired notwithstanding that pending such period of notification he/she may have separated from City service. Upon his/her retirement he/she shall receive a Retirement Allowance as provided by the City Charter and Municipal Code.

B. Retirement benefits shall be modified to include an optional coordination of benefits between regular retirement benefits and Social Security benefits for those employees who retire with a regular retirement from the City prior to becoming eligible for Social Security payments. Such coordination of benefits shall cause an approximate leveling of total monthly benefits derived from both the City's retirement system and Social Security without creating any additional actuarial costs. This provision shall include all employees who retire on or after July 1, 1974 and shall be retroactive to that date.

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

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

E. Any employee who leaves City employment on or after February 1, 1984 after being vested shall not be eligible for pension benefits until the individual reaches his/her sixty-second (62th) birthday. In addition, employees who are separated from employment through an involuntary lay-off and are eligible to vest shall be eligible to collect their pension upon reaching their normal retirement date. This provision will not affect the current practice governing disabled employees.

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

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

#### 48. RESIDENCY

All members of the bargaining unit shall be residents of the City of Detroit except as provided by action of the Civil Service Commission in accordance with the authority provided by Ordinance. Employees working and residing in areas which are approved by the Civil Service Commission shall be construed as residents in the event of a reduction in force.

#### 49. TUITION REFUND

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

50. PROTECTION CLAUSE

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

51. MODIFICATION AND TERMINATION

It is agreed between the parties that this contract shall continue in full force and effect until 11:59 P.M., June 30, 1986. If either party desires to modify this contract it shall give written notice during the month of February, 1986. Negotiations for a new contract shall commence thirty (30) days after that date.

In the event that the City and the Union fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic items by June 30, 1986, the Agreement will remain in effect on a day to day basis. Either party may terminate the agreement by giving other party a ten (10) day written notice on or after June 20, 1983.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

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

CITY OF DETROIT

\_\_\_\_\_  
Henry Mueller  
Executive Vice-President

\_\_\_\_\_  
Coleman A. Young, Mayor  
City of Detroit

\_\_\_\_\_  
Jeffrey F. Woods, President  
Local #2394

\_\_\_\_\_  
Floyd E. Allen, Director  
Labor Relations Division

\_\_\_\_\_  
Stephen Hurley  
Local #2394

\_\_\_\_\_  
Joyce Garrett, Director  
Personnel Department

\_\_\_\_\_  
Robert W. Smith  
Local #2394

\_\_\_\_\_  
Donald Pailen, Corporation Counsel  
Law Department

\_\_\_\_\_  
Paul Mason  
Local #2394

\_\_\_\_\_  
Bella Marshall, Director  
Finance Department

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

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RE: PRIVATE CAR MILEAGE REIMBURSEMENT

1. Rates of Payment

Effective October 1, 1983, when an employee covered by this Agreement is assigned to use his automobile to perform his job, he shall be paid mileage at the rate of 26¢ per mile. In addition, \$2.19 per day is to be paid for each day an employee is required to use his car for City business.

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

2. Definition of Reimbursable Mileage

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



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

- A. For employees reporting for work at DeHoCo - \$4.00 per day travel allowance.
- B. For employees reporting for work at North Service Center - \$5.00 per day travel allowance.
- C. For employees reporting for work at Southwest Station - \$3.00 per day travel allowance.
- D. For employees reporting for work at Ford Road Booster Station - \$1.50 per day travel allowance.
- E. For employees assigned to Lake Huron Station - \$18.00 per day travel allowance. Employees permanently assigned to Lake Huron Station shall be ineligible for this payment 18 months after their assignment to this location.

4. Accident Payments

When an employee is involved in an accident while on City business resulting in damage to his automobile in excess of \$50.00, the City will pay for unrecoverable collision damage in excess of \$50.00 not to exceed \$100.00. Employees must furnish proof to their department of the time of an accident and the extent of the damages. Automobile accidents will be excluded from the City's regular small claims program.

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

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

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

8. The City and the Union agree to establish a joint committee consisting of three (3) members from the Union and three (3) members of Management to review the feasibility of establishing car pools which would reduce the City's cost for private car mileage.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1984.

Henry Mueller, Exec. Vice-President  
AFSCME, Supervisory Unit

Floyd E. Allen, Director  
Labor Relations Division

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

---

RE: MISCELLANEOUS

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

1. Six (6) months after ratification of a contract between the parties to this Memorandum of Understanding, the City of Detroit shall make available 150 copies of that contract to Michigan Council 25, AFSCME.
2. Existing vacant land at the corner of St. Antoine and Gratiot will continue to be available for parking by all City employees as long as the land remains in its current vacant state and under City ownership.
3. The City will provide six (6) copies of the ordinances and resolutions of the City Council that are applicable to the sections of this contract as indicated which have been provided to the Union.

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1984.

Henry Mueller, Exec. Vice-President  
AFSCME, Supervisory Unit

Floyd E. Allen, Director  
Labor Relations Division

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

---

Re: Time on Surveys

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

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

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1984.

\_\_\_\_\_  
Henry Mueller, Exec. Vice-President  
AFSCME, Supervisory Unit

\_\_\_\_\_  
Floyd E. Allen, Director  
Labor Relations Division

\_\_\_\_\_  
Personnel Department

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

---

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

The City and the Union hereby agree that a joint committee will be established in order to review and study the duty specifications for employees covered by the Master Agreement, and also to study the use of multiple titles as applied to those employees in the various departments.

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

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1984.

Henry Mueller, Exec. Vice-President  
AFSCME, Supervisory Unit

Floyd E. Allen, Director  
Labor Relations Division

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

---

Re: Income Protection Insurance and Study Committee

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

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1984.

\_\_\_\_\_  
Henry Mueller, Exec. Vice-President  
AFSCME, Supervisory Unit

\_\_\_\_\_  
Floyd E. Allen, Director  
Labor Relations Division

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

---

Re: Career Development and Training

The City and the Union agree to Career Development and Training in accordance with Article 45 of the Non-Supervisory Agreement. A member of the AFSCME Supervisory Unit may participate as part of that Committee.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1984.

\_\_\_\_\_  
Henry Mueller, Exec. Vice-President  
AFSCME, Supervisory Unit

\_\_\_\_\_  
Floyd E. Allen, Director  
Labor Relations Division

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

---

Re: TECHNOLOGICAL CHANGES

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1984.

\_\_\_\_\_  
Henry Mueller, Exec. Vice-President  
AFSCME, Supervisory Unit

\_\_\_\_\_  
Floyd E. Allen, Director  
Labor Relations Division

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

---

RE: EQUITY FORMULA FOR 1984-85 and 1985-86

The formula base shall be established by using the following four revenues which are estimated in the 1983-84 Budget at a total of \$517,817,285: the Municipal Income Tax; current year, net collection of the 23 mill Property Tax for operating purposes, exclusive of penalty and interest, and excluding any taxes which may be paid in the future by Blue Cross/Blue Shield of Michigan; State Revenue Sharing; and Federal Revenue Sharing.

The above base shall be adjusted for any changes in tax rates, or changes in distribution formulas from the way they are currently formulated, and which may increase revenues from these sources. The adjustment must be factored out in a manner acceptable to the union(s) and the City Administration before being used to compute any wage increase.

In the event funds are delayed or deferred by the State of Michigan for cash flow reasons they will be considered received and applicable to this formula on the date they were due in accordance with general acceptable accounting principals as audited by the Auditor General of the City of Detroit or a certified outside independent auditor.

In November 1984 the union(s) and the City will review the actual 1983-84 receipts from the four major revenue sources involved, such receipts having been audited and certified by the Auditor General of the City of Detroit or a certified outside independent auditor. If total receipts from these four sources exceed the total amount budgeted, the surplus over budget shall be distributed as follows:

Using the 1983-4 Budget Development Fund Pro-Forma (FICS) Report, we have determined the percentage that total Salaries and Wages exclusive of Shift Premium, represent of total appropriations in the General (0100) Fund. That percentage is 38.4% (\$320,619,268 in salaries and wages divided by \$834,444,602) in total fund appropriations. The Union(s) and the City agree that this percentage will be applied to any surplus revenue dollars to determine the share of that surplus which will be available for Wage Increases and restoration of regular budgeted positions to the appropriate bargaining groups.



Of the 38.4% of surplus available, 90% will be used to fund wage increases up to 4% of base salary for all General Fund employees; once a 4% raise has been financed, 75% of any remaining surplus will be used for additional wage increases up to 6%; once a 6% raise has been financed, 50% of any remaining surplus will be used for defraying employee fringe benefit cost up to 8%; all remaining surplus available after 8% shall be available for the purpose of restoring regular budgeted positions. (See Schedule A.)

The cost of each 1% raise shall be determined by the following formula which is outlined on Schedule B:

Take 1% of the amounts budgeted in the official 1984-85 City of Detroit General Fund (0100) budget for salaries and wages (which includes all compensation other than shift premium). The dollar amount determined by this formula will be divided into the number of dollars available from surplus for wage increases to determine the percentage raise to be applied to uniformed and civilian employees of the City of Detroit. This percentage raise which shall be factored into the base rate shall be effective on January 1, 1985, and the City will be responsible for the cash cost of pension burden and the employer's share of Social Security taxes on this wage increase.

In addition, this same percentage increase will be applied to hours paid to an employee from the period July 1, 1984 through December 30, 1984 and will be paid on a lump-sum retroactive basis on the first scheduled pay of January 1985. This pay shall be known as the "Half-Year Equity Bonus" and the City and the union(s) shall agree that it shall not be considered in the computation of Average Final Compensation for pension purposes and shall not be subject to any contribution by the City to the various pension funds.

In November 1985 the union(s) and the City shall review the actual 1984-85 receipts from the four major revenue sources involved, such receipts having been audited and certified by the Auditor General of the City of Detroit or a certified outside independent auditor. If the sum of the collections from the four sources is greater than 105% of the 1983-84 budgeted revenues from these four sources, then the surplus over 105% will be available in the following manner:

Using the 1983-4 Budget Development Fund Pro-Forma (FICS) Report, we have determined the percentage that total Salaries and Wages exclusive of Shift Premium, represent of total appropriations in the General (0100) Fund. That percentage is 38.4% (\$320,619,268 in salaries and wages divided by \$834,444,602) in total fund appropriations. The Union(s) and the City agree that this percentage will be applied to any surplus revenue dollars to determine the share of that surplus which will be available for Wage Increases and restoration of regular budgeted positions to the appropriate bargaining groups.

Of the 38.4% of surplus available, 80% will be used to fund wage increases up to 2% of base salary for all General Fund employees; once a 2% raise has been financed, 70% of any remaining surplus will be used for additional wage increases up to 4%; once a 4% raise has been financed, 60% of any remaining surplus will be used for additional wage increases up to 6% of base salary; once a 6% raise increase has been financed 50% of any remaining surplus will be used for defraying employee fringe benefit cost up to 8% of surplus; once the 8% has been financed, all remaining surplus available shall be available for the purpose of restoring regular budgeted positions. (See Schedule A.)

The cost of each 1% raise shall be determined in the same manner as was the case in November 1984, except that 1985-86 Budget data will be used. Any raise granted under the formula will be paid effective January 1, 1986, and factored into the employee's base rate, with the City responsible for the cash cost of pension burden and the employer's share of Social Security taxes on the wage increase. A similar, retroactive lump-sum "Half-Year Equity Bonus" would be paid on the first scheduled pay of January 1986 in the same fashion and subject to the same conditions as in the previous year.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1984.

\_\_\_\_\_  
Henry Mueller, Exec. Vice-President  
AFSCME, Supervisory Unit

\_\_\_\_\_  
Floyd E. Allen, Director  
Labor Relations Division

SCHEDULE A

WAGE IMPROVEMENT/POSITION RESTORATION FORMULA

After the amount of "surplus" from the four key revenues has been certified by the Auditor General of the City of Detroit, the agreed-upon percentage will be applied to determine what amount is available for wages and service improvements. (This has been 37.3% in earlier proposals.)

That amount will then be split as follows:

	<u>Magnitude of Raises</u>	<u>Share to be Used for</u>	
		<u>Wage Increases</u>	<u>Restore Positions</u>
1984-85:	-0- - 4%	90%	10%
	4.01 - 6%	75%	25%
	6.01 - 8%	<u>1/</u>	50%
	8.01 - 100%	-0-	100%
1985-86:	-0- - 2%	80%	20%
	2.01 - 4%	70%	30%
	4.01 - 6%	60%	40%
	6.01 - 8%	<u>1/</u>	50%
	8.01 - 100%	-0-	100%

1/50% to be applied to defraying employees cost of health care or other fringe benefit cost.

SCHEDULE B

INDEXING WAGE INCREASES  
TO FOUR MAJOR REVENUES

FORMULA FOR DETERMINING COST OF EACH 1% OF INCREASE  
(USING 1983-84 BUDGET FIGURES)  
GENERAL (NO. 0100) FUND ONLY

	<u>Uniformed</u>	<u>Civilian</u>	<u>Total</u>
Salary and Wage	\$151,588,686	\$151,970,204	\$303,558,890
Overtime	2,467,799	7,139,398	9,607,177
Holiday	4,816,389	769,139	5,585,529
Other Compensation	1,603,386	237,286	1,867,672
Total	\$160,503,241	\$160,116,027	\$320,619,268

Wages - 1% of Total \$ 1,605,032

Wages - 1% of Total \$ 1,601,160

85.6% Non-Reimbursed \$ 1,370,593

Recap:

Uniformed	\$1,605,032
Civilian	<u>1,370,593</u>
Total Cost of 1% Raise	\$2,975,625

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

---

RE: HEALTH CARE COST CONTAINMENT

The City and the Union both recognize that the cost of health care is spiraling out of control. The structure of the traditional health care system assures continued growth and guarantees that most of the growth will be inflationary and not real. It further assures that cost increases will not result in better health care. Until now the operation of the health care system has been left to the physicians, hospitals and the cost reimbursers. There has been nothing to encourage the assumption of personal responsibility over one's health. The parties agree that it is their responsibility to find and implement ways to control health care costs. To this end, the parties agree that the most effective way to control health care costs is to limit the choice of hospitals, out-patient laboratories, providers of prescription drugs and other medical services to those who deliver quality care at reasonable prices. In order to achieve this goal the parties agree to implement the following plan in lieu of any existing health care plan not later than January 1, 1984.

A. The parties agree to create a Health Care Cost Containment Committee made up of an equal number of members from the City and from the Union. The committee will agree on securing the services of a health care consultant or administrator to assist the committee in designing and implementing a health care cost containment program. This committee shall review and agree to a health care cost containment plan which will cover active AFSCME employees and future retirees and will be implemented by the City no later than January 1, 1984. The plan will provide for quality health care and will limit the fees of physicians, hospitals, laboratories and druggists to those that charge reasonable fees including approved H.M.O.'s, health care networks and preferred drug providers. Further cost containment alternatives such as preferred providers, generic mail order drugs, a maintenance drug program, restrictive weekend admission rules, preadmission certification for elective surgery, second opinions, ambulatory surgery, control of out-patient psychiatric care, birthing centers, hospice care coverage other than hospitals, patient incentive audit of hospital bills, worksite blood pressure tests, and employee health care education programs will be reviewed and implemented by the committee. No insurance carrier shall be allowed to underwrite City Health Care insurance unless they offer coordination of benefits. Any savings realized from this effort will be disposed of in accordance with paragraph B.

B. The Committee will review the costs of this program, on an annual basis, and will report to the Union and the City the amount of savings which the plan has generated. The accounting will be performed by a CPA mutually agreed upon by the parties if so desired to assure accuracy. A similar review and report will be made thereafter on an annual basis. The City and the Union agree that savings associated with this program will be shared equally by the employer and active AFSCME employees. The percentage of savings to be credited to the AFSCME bargaining unit employees shall be equal to one-half of the percentage of the difference in cost per employee of active and future retirees of AFSCME in the general City hospitalization plan during the 1982-83 fiscal year versus the same base and equivalent accounting period in subsequent years. The general City hospitalization plan includes all active AFSCME employees and future retirees including those at the Department of Transportation and civilian employees of the Police and Fire Departments. Distribution of the savings attributed to the employees will be used as a bonus.

C. In the event that the January 1 - June 30, 1984 premium cost exceeds the 1982-83 based year cost, the City will pay up to 50% over the 1982-83 base year costs.

In the event that the July 1, 1984 - June 30, 1985 premium cost exceeds the 1982-83 base year cost the City will pay up to 50% over the 1982-83 base year cost.

In the event that the July 1, 1985 - June 30, 1986 premium cost exceeds the 1982-83 base year cost the City will pay up to 50% over the 1982-83 base year cost.

D. Effective July 1, 1983, the health care coverage premium for sponsored dependents must be borne by the employee.

E. No later than January 1, 1984 the City will also implement a cost containment dental and optical insurance program. The City and the Union agree that savings associated with this program will be shared equally by the employer and employees in accordance with the formula shown in paragraph B.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1984.

Henry Mueller, Exec. Vice-President  
AFSCME, Supervisory Unit

Floyd E. Allen, Director  
Labor Relations Division

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

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RE: SICKNESS AND ACCIDENT AND LONG TERM DISABILITY INSURANCE

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1984.

Henry Mueller, Exec. Vice-President  
AFSCME, Supervisory Unit

Floyd E. Allen, Director  
Labor Relations Division

E X H I B I T I

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

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<u>CLASSIFICATION</u>	<u>CLASS CODE</u>
A. <u>Recreation Department - Professional Unit</u>	
Recreation District Supervisor	45-15-45
Senior Assistant Recreation Supervisor	45-15-36
Assistant Recreation Supervisor	45-15-31
Recreation Center Supervisor - Grade I	45-20-33
Recreation Center Supervisor - Grade II	45-20-41
Assistant Recreation Activities Specialist	45-20-30
B.	
1. <u>Buildings and Safety Engineering Department</u>	
Supervising Boiler Inspector	19-95-31
Supervising Elevator Inspector	19-95-33
Supervising Heating Equipment Inspector	19-95-35
Supervising Refrigeration Inspector	19-95-37
Supervising Building Inspector	19-92-31
2. <u>Data Processing Department</u>	
Key Punch Operator-In-Charge	02-50-10
3. <u>Election Commission</u>	
Senior Election Service Worker	05-70-31
4. <u>Health Department</u>	
Dentist	23-10-31
Dentist - Special Service	82-23-03
Dental Hygienist	23-10-15
Dental Hygienist - Special Service	82-23-02
Dentist - 3/4 Time	23-10-32
5. <u>Recreation Department</u>	
Public Service Supervisor	54-10-49
Senior Public Service Attendant - Merchandising	54-10-21
Supervising Building Attendant - Grade I	63-10-37
Supervising Building Attendant - Grade II	63-10-47



- 6. Zoological Park Department  
Principal Zookeeper 53-55-41  
Senior Public Service Attendant - Merchandising 54-10-21
- 7. Neighborhood Service Department  
Supervising Counselor Aide 41-42-25
- 8. Employment and Training  
Supervising Counselor Aide 41-42-25  
Key Punch Operator in Charge 02-50-10
- 9. Water  
Senior Water System Investigator 61-72-31

C.

- 1. City-wide  
Senior Detention Guard - Female Prisoners 33-40-13  
Senior Property Guard 63-10-18
- 2. City-wide, EXCEPT Health Department and  
Airport Department  
Senior Service Guard - General 63-20-19
- 3. City-wide, EXCEPT D.O.T.  
Principal Property Guard 63-10-31

E X H I B I T    II  
 CITY OF DETROIT, A.F.S.C.M.E. MICHIGAN COUNCIL 25, SUPERVISORY BARGAINING UNIT  
 OFFICIAL COMPENSATION SCHEDULES  
 Wage Rates Effective June 30, 1983 at 11:59 p.m.

CLASS	TITLE	June 30, 1983		July 1, 1984	July 1, 1985
		MIN	MAX	Per Equity Formula	Per Equity Formula
45-15-31	Assistant Recreation Supervisor	26200	26900		
45-20-30	Assistant Recreation Activities Specialist	23900	25300		
23-10-15	Dental Hygienist	19424	19424		
82-23-02	Dental Hygienist - Special Service	19209	19209		
23-10-31	Dentist	38100	40500		
82-23-03	Dentist-Special Service	38100	40500		
02-50-10	Key Punch Operator-In-Charge	18447	19145		
63-10-31	Principal Property Guard	17508	20200		
53-55-41	Principal Zookeeper	20100	20800		
54-10-49	Public Service Supervisor	20600	21800		
45-20-33	Recreation Center Supervisor-Grade I	23900	24900		
45-20-41	Recreation Center Supervisor-Grade II	25400	26200		
45-15-45	Recreation District Supervisor	28700	30000		
45-15-36	Senior Assistant Recreation Supervisor	27600	28400		
33-40-13	Senior Detention Facility Officer-Female Prisoners	17966	20600		
05-70-31	Senior Election Service Worker	20200	21900		
63-10-18	Senior Property Guard	16496	18976		
54-10-21	Senior Public Service Attendant-Mechanist	18021	19121		
63-20-19	Senior Service Guard	17960	20100		
61-72-31	Senior Water Systems Investigator	21900	23200		
63-10-37	Supervising Building Attendant-Grade I	18589	19181		
63-10-47	Supervising Building Attendant-Grade II	20400	21100		
41-42-25	Supervising Counselor Aid	21800	22500		
19-95-31	*Supervising Boiler Inspector	31890	31890		
19-95-33	*Supervising Elevator Inspector	31890	31890		
19-95-35	*Supervising Heating Equipment Inspector	31890	31890		
19-95-37	*Supervising Refrigeration Inspector	31890	31890		
19-92-31	*Supervising Building Inspector	31890	31890		

\* A minimum differential of one-thousand six hundred (\$1600) shall be maintained over the Non-Supervisory Inspectors of the Building and Safety Engineering Department.

## E X H I B I T III

### SPECIAL SERVICE BENEFITS

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Charter benefits shall be available to Special Service employees according to the City Charter and rules of the Pension and Benefit Boards. Pension coverage shall be available after 600 hours of work within a year. Hospitalization and death benefits, in both the compulsory and optional plans, shall be available after a Special Service employee shall have earned compensation of \$800 in any consecutive twelve-month period. Membership in the plan shall continue only if compensation averages \$800 or more per year for three (3) consecutive years, including the year of qualification. Employees who already made contributions to the Employee Benefit Plan through payroll deduction, even though they have not earned \$800 in a consecutive twelve-month period, shall by authority of the Governing Board in its resolution of December 7, 1966, be considered members, but such membership shall continue only if the compensation of such employees averages \$800 or more per year for three consecutive years.

Special Service employees shall be eligible for FICA coverage only from the first hour that they are members of the Retirement System.

Special Service employees will qualify for sick leave upon completion of 1,040 hours of paid time, exclusive of overtime, accumulated over a period not to exceed any twelve consecutive months. Sick leave reserve will accumulate at the rate of eight (8) hours for every 168 hours of paid time, exclusive of overtime, but not to exceed ninety-six (96) hours per fiscal year. Such sick leave reserve shall be charged for illness only during regular scheduled work hours.

Special Service employees first qualify for vacation on any July 1 date, upon completion of 1600 hours of paid time, exclusive of overtime, over a period of at least one year but within 36 consecutive months.

Thereafter, employees must qualify on each July 1 date, by having 1300 hours of paid time in the previous fiscal year or 2,000 hours of paid time in the two previous fiscal years, both exclusive of overtime. Vacation shall be credited to an employee on the basis of 8 hours for every 200 hours worked during the preceeding fiscal year exclusive of overtime, not to exceed eighty (80) hours per fiscal year.

Special Service employees will be granted holiday time and premium pay for holiday work according to the ordinance but only for time normally assigned in their regular schedule, and only if the employee affected shall have been paid for 600 hours, exclusive of overtime, in the twelve months prior to such holiday. Employees shall qualify for "swing" holidays only when they shall have been paid for 600 hours, exclusive of overtime, in the preceding twelve months.

Premium time for overtime shall be paid according to the general ordinance provisions, provided, the Department Head shall designate the 6th and 7th day of an employee's work week. Special Service employees shall receive time and one-half for all hours worked over eight (8) in a day, time and one-half for all hours worked on a sixth day beyond forty (40) hours in a week, and double time pay in cash for all hours worked on the seventh day.

Step increments for Special Service employees may be granted by the Department Head with approval of the Finance Director in accordance with rules established for general city employees.

E X H I B I T     I V

STAFF REPRESENTATIVES

---

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

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

E X H I B I T     V  
LOCAL UNION PRESIDENTS

---

A. The City and the Union hereby agree that for the duration of their Master Agreement, to which this memorandum is attached, the Presidents of those Local Unions covered by the Master Agreement on 7-1-80 shall be permitted to devote full-time to their various Union duties and responsibilities, subject to the following conditions:

1. The Local Union Presidents covered by this memorandum (including those representing employees of the Department of Transportation) shall not exceed seventeen (17) in number at any time unless otherwise mutually agreed upon by the City and the Union.
2. In the event the Local Union jurisdictional structure is reorganized or new locals established no additional full-time Presidents will be permitted unless otherwise mutually agreed upon by the City and the Union.
3. The names of the Presidents and the respective Locals covered by this memorandum on 7-1-80 shall be certified in writing by the Executive Vice-President of Council 25, and any subsequent changes shall be certified in like manner and shall include the effective date of each change.
4. The Local Union Presidents shall work full-time solely on matters pertaining to their respective local Unions. Other members of the local union will not be excused to attend meetings or grievance hearings as a substitute for the Local President unless the member's department is notified in advance that the President is not available due to excused time (Vacation, Sick Leave, Etc.)
5. A full-time Local President or a representative from Council 25 must notify a designated City representative that he is on duty on each regular City business day. He must furnish said representative with a phone number where he can be contacted. In the event he is not available for duty he must notify said representative of the manner he wishes his time to be charged. Said notice may be furnished in writing in advance or by telephone on any given day. A President shall not be considered available for duty if he is not in the City or area covered by his jurisdiction.

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

1. A Local Union President shall be paid a salary equivalent to the straight time weekly or bi-weekly rate which he would have received had he not assumed his elected position. His salary shall be adjusted in accordance with Article #43 of the Master Agreement. Said salary shall be full compensation for all time spent in his duties as Local Union President.

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

2. The City will provide fringe benefits in the same manner and to the same extent as other employees covered by this agreement. Vacation and other off time benefits (excluding sick leave) earned on or after July 1, 1980 must be liquidated in the fiscal year in which they are credited. Vacation earned and credited after 1600 hours in a fiscal year shall be considered credited in the succeeding fiscal year.
3. Any expenses (including the use of automobiles) incurred by the Presidents in the performance of their duties shall not be the responsibility of the City.

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

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

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

RE: HEALTH CARE PLAN

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

The following is a description of the City of Detroit's Basic Health Care Plan for employees and retirees. They may choose to elect coverage under this plan or they may choose alternative coverage through one of the Health Maintenance Organizations offered by the City. The City will pay the premium for this alternative health care coverage up to an amount equal to the amount the City pay for the Basic Plan.

The basic plan described herein will give the member coverages which are nearly the same as they currently enjoy. It does, however, include several cost containment features not found in our current program which will control costs of hospitalization and other medical services. Furthermore, the joint union/management health cost containment committee will be studying additional cost containment programs which shall include prescreening and employee awareness programs during the term of the agreement and will implement them if they fulfill our object of quality health care at reasonable prices. In the event that different optical, dental or prescription drug programs are less costly than the current ones used, they may be adopted in lieu of the them.



## ELIGIBILITY

Persons eligible for health care coverage:

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

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

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

Eligible nineteen-year-old dependents continue to be covered until the end of the calendar year in which they attain 25 years of age as long as they are unmarried and are regularly attending an accredited vocational school, college or university on a full-time basis and are dependent upon the Employee for support and maintenance and were reported as such on the employees most recent federal income tax return. There will be no additional charges for this coverage when they are under an employee contract.

In order to continue coverage for dependent children in this category, the employee must recertify eligibility each school year.

Dependents over the age of 19 through the calendar year they reach their 25th year of age, not attending an accredited college or university may be carried at the employee's expense on a family continuation rider.

## SECTION I

### BASIC HOSPITALIZATION

#### Hospital Charges

The City's hospital benefits include the following:

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

- Renewal: In order to re-establish hospital benefits for a nervous or mental disorder, there must be a period of non-confinement equal to at least 60 consecutive days.

See master medical section for additional benefits

#### Maternity Benefits

(applies to members of the plan)

Ward hospital room and board charges or birthing center charges and charges for other hospital services resulting from pregnancy, childbirth or miscarriage are covered in accordance with the Plan. The plan shall include an incentive for members who elect to shorten their hospital confinement for maternity purposes or use of birthing centers. The incentive shall be based on the standard number of days allowed for in patient maternity confinement in the hospital admission precertification program. In the event that birthing center are less expensive than in-patient hospital confinement, an incentive plan will be developed to encourage the use of them.

#### Other Hospital Services

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

- general nursing service
- special diets
- operating, delivery and treatment rooms and equipment
- anesthesia
- laboratory examinations
- physical therapy and oxygen or other gas therapy
- drugs and medicines
- supplies for dressings and plaster casts
- use of radium (when owned or rented by the hospital)
- routine nursery care for newborn children
- non-routine hospital care for newborn children

#### Emergency Services

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

### Pre-Admission Certification

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

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

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

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

The Plan will only certify weekend admissions when surgery will be performed on a weekend or based on other medical necessities. Weekend admissions shall be defined as any admission on Friday and Saturday.

### Ambulatory Procedures Requirements

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

(See Attached)

### Extended Care Facilities

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

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

### Home Health Care and Hospice Care Benefits

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

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

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

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

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

## Billing Audits

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

## SECTION II

### MEDICAL SURGICAL BENEFITS

#### Surgical Expense Benefits

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

#### Second Surgical Opinion

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

For all other procedures:

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

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

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

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



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

#### Maternity Benefits

(applies to members of the plan)

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

#### X-Ray and Laboratory Services

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

#### Mental and Nervous Disorders

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

#### Other Items Covered by the Plan:

##### Physican's Services

- o Medical Care of In-patients
  - Hospital
  - Convalescent Care Facility
  - Psych. Day/Night Care Hospital
  - Residential SAT program
  
- o Surg.; Anesthesia; Surg. Asst.
  
- o Consultations
  - In-patient

- o Maternity Care
  - Pre & Post Natal Visits
  - Delivery
  - Examination of Newborn
  
- o Emergency Care
  - Injuries; Medical Conditions
  
- o Psychiatric Care
  - In-patient
  - Out-patient \$400
  
- o Chemotherapy
  
- o Therapeutic Radiology
  
- o Diagnostic Radiology
  
- o Diagnostic Lab & Pathology
  
- o Other Diagnostic Svcs.
  - EKG: EEG: etc.

Items Not Covered By Hospital-Medical-Surgical Benefits:

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

1. Dental care except for extractions or removal of unerupted teeth under general anesthesia when a concurrent hazardous medical condition exists;

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

### SECTION III

#### MASTER MEDICAL EXPENSE BENEFITS

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

1. A list of non-hospital based clinics which will provided non-emergency -- 24-hour medical services will be established. Employees should use these facilities for non-life threatening medical emergencies.
2. Out-patient treatment for substance abuse, pschiatric and nervous disorders shall be limited to 50% of reasonable fees with an annual limit of \$2,000 per year and a life-time limit of \$5,000. (This is in addition to the basic benefit.). The Plans maximum is \$15,000 for one year and \$30,000 for two or more years for combined in-patient and out-patient psychiatric services.

#### Ambulance

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

Items Not Covered by Major Medical:

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

- Extended Benefits are not available for pulmonary tuberculosis or mental disorders.
- Routine dental care such as fillings, extractions, bridgework, braces, root canals and impacted wisdom teeth.
- Eyeglasses, routine eye examinations, eye refractions, hearing aids and the fitting of hearing aids or eyeglasses.
- Routine physical examinations and related tests.
- Cost of transportation that exceeds ambulance benefit level.
- Personal comfort items while hospitalized, including but not limited to, television and telephone.
- The portion of room charges which exceeds the hospital's ward rate.
- Surgical procedure, treatment or hospital confinement primarily for beautification.
- Expenses for work-related injuries or disabilities (these are covered by Worker's Compensation).
- Expenses for care of injuries or sickness due to war or war-related acts.
- Any treatment or service not prescribed by a physician.

- Screening or other procedures not necessary for diagnosis and generally accepted therapy.
- Any surgery or medical care or service furnished by any facility contracted for or operated by the United States Government or by any other governmental unit for medical care or treatment unless a charge is made which the insured is legally required to pay.
- Expenses for the treatment of nervous, mental, or substance abuse disorders that exceed the basic benefit level.
- Any fees that exceed the reasonable and customary fee determination.
- Purchase of wheel chair, hospital bed, artificial respirator, other durable medical equipment.
- Care in convalescent or nursing homes.

## SECTION IV

### PRESCRIPTION DRUG PLAN

- A. Coverage - The prescription drug benefit covers the cost of most prescription drugs after the employee pays a \$2.00 deductible.
- B. A list of preferred providers for prescription drugs which an employee must use to obtain the full benefit will be established.
- C. Covered Drugs:
  - 1. Federal Legend Drugs
  - 2. State Restricted Drugs
  - 3. Compounded Medication
  - 4. Insulin
- D. The plan will require a pharmacy to use generic drugs, if available, unless specifically directed by the prescribing physician based on medical necessity not to do so. (An alternative would be the Blue Cross/Blue Shield M.A.C. program which is attached).
- E. The Plan may seek an administrator for prescription drug coverage which may be different from the administrator of the hospital - medical - surgical plan.
- G. Members who are on specified maintenance drugs may purchase them from mail order pharmaceutical providers if agreed to by the Plan. Approved mailorder wholesaler pharmaceutical providers will be established by the Plan.

#### Items Not Covered:

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

- The charge for any take home drug.
- Any charge for a contraceptive medication, even if such medication is a prescription legend drug, and any charge for therapeutic devices or appliances, regardless of their intended use.
- Therapeutic devices or appliances (hypodermic needles, support garments and other non-medicinal substances).
- Drugs or medicines supplied to the covered individual by a prescribing physician or dentist.
- Cosmetic or beauty aids, dietary supplements and vitamins.
- Immunizing agents, injectables, blood or blood plasma or medication prescribed for parenteral administration, except insulin.
- Any drug labeled "Caution - Limited by Federal Law to Investigational Use" or any experimental drug.
- Any charge for administration of covered drugs.
- The charge for more than a 34-day supply of a covered drug except that benefits will be payable for 100 unit doses (e.g., tablet or capsule, etc.) of specified maintenance drugs unless provided by a mail order pharmaceutical provider.
- The charge for any prescription order refill in excess of the number specified by a physician or dentist, or any refill dispensed after one year from the date of the original prescription order.



- The charge for any medication for which the employee or dependent is entitled to without charge from any municipal, State or Federal program of any sort whether contributory or not except Title XIX of Social Security Amendments of 1965 (Public Law 89-97; 89th Congress, First Session).

## SECTION V

### DENTAL CARE PLAN

A. A list of preferred providers who will provide services at established rates will be established. The employee will be required to make co-payments for certain services. If an employee does not use the preferred providers the plan will only pay the amount for services provided that the preferred providers have agreed to accept for that service. The preferred providers could include one or more capitation plans.

B. Coverages -

Class I benefits 75% of usual and customary fees.

Class II benefits 50% of usual and customary fees.

Class III benefits 50% of usual and customary fees.

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

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

C. Items not covered.

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

- Treatment or supplies furnished on account of a dental defect which arises out of, or in the course of, any occupation for wage or profit;
- Any loss sustained as a result of declared or undeclared war, or any act thereof, or of military or naval service of any country;
- Dental procedures received from a dental department maintained by a mutual benefit association, labor union, trustee, or other similar group;

- Any expense for dental procedures or supplies to the extent that payment is received from any group policy or prepayment plan;
- Any treatment which is performed for cosmetic purposes;
- Treatment by other than a legally qualified dentist, except charges for dental prophylaxis performed by a licensed dental hygienist under the supervision and direction of a dentist, or licensed dental practitioner; or in connection with dentures, bridgework, crowns, or prosthetic devices for:
  1. Expenses for prosthetic devices started prior to the effective date of coverage;
  2. Expenses for replacement made less than five years after and immediately preceding placement or replacement which was covered by this Plan or the predecessor plan;
  3. Expenses for extension of bridges or prosthetic devices previously paid for by the Plan except for expenses incurred for new extended areas;
  4. Loss or theft
    - Temporary restorations, local anesthetics, and/or bases;
    - Expenses for root canal treatments and/or apicoectomies when previously paid; these are payable only once per tooth;
    - Orthodontic benefits are not available for the member and spouse or dependent children over age 19 (even if a full-time student).

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

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

1. Prosthodontics

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

2. Periodontics

- A. Subgingival Curettage
- B. Surgical Periodontics

3. Oral Surgery

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

4. Orthodontics

All services.

## SECTION VI

### EYE CARE PLAN

Coverage - The Plan will pay for an eye examination and glasses once every two years. A list of preferred providers who will provide services at established rates will be established. The employee may be required to make co-payments for designer frames and contact lenses. If an employee does not use a preferred provider the Plan will only pay the amount for services provided that the preferred providers have agreed to accept.

#### Items Not Covered

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

- Procedures or supplies furnished due to a visual defect which arises out of, or in the course of, any occupation for wage or profit;
- Vision care services resulting from declared or undeclared war, or any act thereof, or military or naval service of any country;
- Vision care services or supplies furnished by or at the direction of the United States Government or any agency thereof;
- Vision care services or supplies received from a medical department maintained by a mutual benefit association, labor union, trustee or other similar group;
- Vision care services or supplies which are payable or furnished by any other group policy or prepayment plan;
- Any medical or surgical treatment of the eye;

- Sunglasses, plain or prescription or safety lenses or goggles, tinting or photochromic lenses;
- Othoptics, vision training or aniseikonia;
- Repair of any kind;
- Loss of theft; and
- Vision expenses incurred by a dependent child after attaining age 19.

## SECTION VII

### OTHER ITEMS

#### Control Procedures

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

#### Employee Education Programs

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

#### Prescreening Programs

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

#### Preferred Provider Hospitals

As soon as practical, the City will designate as "participating" those hospitals which have agreed to accept the City's Plan rate for

coverage in non-life threatening emergencies. If an employee elects to enter a non-participating hospital, he/she will be required to pay for the difference in cost between the City's Plan rate and the rate charged by the non-participating hospital. For life threatening emergencies and for treatment which is not available at a participating hospital, the City will pay 100% of the usual and customary fees of any hospital.





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

*Coleman A. Young, Mayor  
City of Detroit*

Mr. Henry Mueller  
Executive Vice-President  
Michigan Council 25  
AFSCME, AFL-CIO  
16861 Wyoming Avenue  
Detroit, Michigan 48221

Dear Mr. Mueller:

Re: Discussions on Classification Questions

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

Sincerely,

PERSONNEL DEPARTMENT

Floyd E. Allen, Director  
Labor Relations Division



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

*Coleman A. Young, Mayor  
City of Detroit*

Mr. Henry Mueller  
Executive Vice President  
Michigan Council #25  
AFSCME - AFL-CIO  
16861 Wyoming Avenue  
Detroit, Michigan 48221

Re: Defense and Indemnification of Employees Against Damage Suits  
and Claims

Dear Mr. Mueller:

This letter is intended as a statement of current City policy which is set forth in Chapter 16, Article 13 of the Detroit City Code.

Sec. 16-13-1. DEFINITIONS

For the purpose of this article, the following definitions shall apply:

Employees Such term shall include, in addition to appointees as defined in the charter and all employees on the City payroll, including all physicians and dentists employed on a salaried or contractual basis by the health department, retired employees or appointive officers, and all physicians and dentists whether volunteers, staff, intern, resident or special duty, whether or not on city payrolls, assigned to patient care duties in Detroit General Hospital, whose credentials have been approved by the director of hospitals.

Official Duties Acts done pursuant to authority conferred by law or within the scope of employment or in relation to matters committed by law to the officer or employee's control or supervision or committed to the department or office under whose authority the officer or employee is acting, whether or not there is negligence in the doing of such acts. Where there is willful misconduct or lack of good faith in the doing of any such acts, the same shall not constitute the performance of the official duties of any appointive officer or employee of the City within the operation or effect of this article. (Ord. No. 834-F, Sec. 2; Ord. No. 533-G, Sec. 1; Ord. No. 516-H, Sec. 1.)

Sec. 16-13-2. COMMON COUNCIL MAY ORDER REIMBURSEMENT FOR CERTAIN CAUSES.

At the discretion of and only upon approval by the common council, the city may pay, on behalf of any city officer or employee, all or part of any sum which such officer or employee might become legally obligated to pay as damages because of:

- (a) Bodily injury, sickness or disease, including death, at any time resulting therefrom, sustained by any person; or
- (b) Injury to or destruction of property, including the loss of use thereof; or
- (c) Illegal confinement, detention or other alleged injury caused by or arising out of the performance in good faith of the official duties of any such officer or employee (Ord. No. 834-F, Sec. 1.)

Sec. 16-13-3. CONDITIONS FOR DEFENSE AND REIMBURSEMENT BY CITY.

No payment shall be made pursuant to Section 16-13-2 except under the following conditions:

- (a) Whenever an officer or employee of the city has cause to believe that he may be sued by reason of, or as the result of, the performance in good faith of his official duties, such officer or employee shall promptly file with the corporation counsel a written notice of the act performed or the occurrence which gives rise to such relief, containing a statement of the facts and circumstances thereof, including names and addresses of persons who might bring suit, if known to such officer or employee, and the names and addresses of any witnesses, if likewise so known; and
- (b) Upon the receipt of any claim, demand, notice, summons or complaint, the officer or employee shall promptly forward the same to the corporation counsel. In addition thereto, such officer or employee shall promptly file a written request that he be represented by the corporation counsel's office in the matter. Such request shall first be submitted to the head of the department in which such officer is working. It shall then be the duty of the department head to transmit the request for representation to the corporation counsel, along with the department head's recommendation as to whether or not the officer or employee should be represented.
- (c) The officer or employee shall cooperate with the corporation counsel, and upon the request of the corporation counsel shall attend hearings and trials and assist in effecting settlements, securing and giving evidence and obtaining the attendance of witnesses. However, such officer or employee shall not, except, at his own cost, voluntarily make any payment, assume any obligation or incur any expense in connection therewith; and

- (d) The officer or employee shall consent to and concur in any compromise or settlement of the claim or suit against him; and
- (e) The common council must find and determine that the claim, demand, or suit against the officer or employee arises out of or involves the performance in good faith of the official duties of the officer or employee involved.
- (f) Whenever an elected official or appointee or former elected official or appointee has cause to believe that he/she may be the subject of a criminal investigation, or is indicted, by reason of, or as the result of, the performance in good faith of his/her official duties for the City of Detroit, such official or appointee shall promptly file with the Corporation Counsel a written notice of the act performed or the occurrence which gives rise to such belief, containing a statement of the facts and circumstances thereof, including names and addresses of persons who might bring suit, if known, and the names and addresses of any known witnesses. As to other city employees or former city employees, eligibility for representation shall be made on a case by case basis.

#### Sec. 16-13-4. REPORT TO COMMON COUNCIL BY CORPORATION COUNSEL.

Whenever the corporation counsel receives from any city officer or employee, any claim, demand, notice, summons or complaint with such officer or employee's request for representation by the corporation counsel with the recommendation of the head of the department as provided in subsection (B) of section 16-13-3, the corporation counsel shall promptly transmit to the common council a report on the matter, together with his recommendation as to whether or not the corporation counsel should represent the officer or employee as requested, and whether or not the common council should find and determine that the claim, demand or suit against the officer or employee arises out of or involves the performance in good faith of the official duties of such officer or employee (Ord. No. 834-F, Sec. 4.)

#### Sec. 16-13-5 DETERMINATION BY COMMON COUNCIL

Upon receipt from the corporation counsel of the report and recommendation provided for in section 16-13-4, the common council shall consider and determine whether the corporation council shall represent the officer or employee in the matter and find and determine whether or not the claim, demand or suit arises out of or involves the performance in good faith of the official duties of such officer or employee. However, pleading such determination by the common council, the corporation counsel shall represent any officer or employee making request therefore which had been approved by the head of the department as provided in subsection (b) of section 16-13-3.

The finding and determination by the common council as to whether or not any such claim, demand or suit arises out of or involves the performance in good faith of the official duties of such officer or employee shall be binding and final. (Ord. No. 834-F, Sec. 5, 6.)

Sec. 16-13-6. PAYMENTS BY CITY TO BE REDUCED BY EMPLOYEES' INSURANCE.

In the event a city officer or employee has valid and collectible insurance covering or protecting against liability as covered by this article, payment under this article shall be limited to amounts in excess of the limits of such insurance (Ord. No. 834-F, Sec. 7.)

Sec. 16-13-7. CITY TO BE SUBROGATED TO RIGHTS OF EMPLOYEES; EXECUTION OF INSTRUMENTS AND PAPERS BY EMPLOYEES.

No payment shall be made by the city pursuant to this article unless the city is subrogated to all rights of recovery therefore against any person, firm, corporation, organization or association and unless the officer or employee on whose behalf payment is made executes and delivers to the city instruments and papers and does whatever else is necessary to secure such rights to the city. (Ord. No. 834-F, Sec. 8.)

Sec. 16-13-8. DUTY OF EMPLOYEES TO MAINTAIN AUTOMOBILE INSURANCE.

This article shall not relieve any officer or employee from securing and keeping in force the insurance required to be provided by section 16-1-7 governing the use of privately owned automobiles while used in the performance of their official duties (Ord. No. 834-F, Sec. 9.)

Very truly yours,

Floyd E. Allen  
Labor Relations Director

FEA/vlm



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

*Coleman A. Young, Mayor  
City of Detroit*

Mr. Henry Mueller  
Executive Vice President  
Michigan Council #25  
AFSCME - AFL-CIO  
16861 Wyoming Avenue  
Detroit, Michigan 48221

Dear Mr. Mueller:

During the negotiation the City and the Union recognize and acknowledge the need for a forum in which the parties may better express and resolve mutual concerns.

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

Sincerely,

Floyd E. Allen  
Labor Relations Director



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*Coleman A. Young, Mayor  
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Mr. Henry Mueller  
Executive Vice President  
Michigan Council #25  
AFSCME - AFL-CIO  
16861 Wyoming Avenue  
Detroit, Michigan 48221

Re: Start Up Date for New Longevity Qualifiers

Dear Mr. Mueller:

Please be advised the new longevity qualifiers were not used to compute longevity until the beginning of the new longevity period beginning December 1, 1983.

Sincerely,

Floyd E. Allen  
Labor Relations Director