

6/30/86

MASTER AGREEMENT

BETWEEN THE  
CITY OF DETROIT  
AND

1199-M, NATIONAL UNION OF HOSPITAL AND  
HEALTH CARE EMPLOYEES, RWDSU, AFL-CIO

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OF HOSPITAL AND HEALTH CARE EMPLOYEES, RWDSU, AFL-CIO

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## A G R E E M E N T

This Agreement is entered into by and between the CITY OF DETROIT, a Michigan Municipal Corporation, (hereinafter referred to as the "EMPLOYER" or the "CITY") and 1199-M, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, RWDSU, AFL-CIO, (hereinafter referred to as the "UNION").

Note: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning but are for reference only.

### PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment 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.

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.

The Employer and the Union both recognize their responsibilities under Federal, State and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights.

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.

## 1. RECOGNITION OF UNION

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 exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees included in the bargaining unit described in Schedule A attached.

## 2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority. (See Exhibit I)

B. 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.

C. The City reserves the right to discipline and discharge for just cause. The City reserves the right to layoff for lack of funds or the occurrence of conditions beyond the control of the City, or where such continuation of work would be wasteful and unproductive. The City shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed. The Employee shall have the right to grieve upon the interpretation and application of this provision.

D. The right of contracting or subcontracting is vested in the City. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union or to discriminate against any of its members.

### 3. UNION SECURITY - AGENCY SHOP

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

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

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

D. Such dues and fees will be authorized, levied, and certified in accordance with the by-laws of the Union. Each employee and the Union hereby authorizes the City to rely upon and to honor certifications by the Treasurer of the Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and fees, which dues and fees shall be sent to the Treasurer of the Union.

E. The Union shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Union, the City and

its officers and employees shall be released from all liability to the employee-assignors, and to the Union under such assignments. (Chapter 16, Article 6, Section 4, of the Municipal Code of the City of Detroit). In the event the City incorrectly or improperly deducts any fees and pays them to the Union, the City may offset such amount from any subsequent remittance to the Union.

F. 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) calendar day calendar 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.

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

H. The Union shall refund to employees, dues and fees erroneously deducted by the City and paid to the Union.

I. The Union agrees to save and hold harmless the City from any damages arising from the enforcement of the above provisions.

J. Arbitration

In case of dispute as to whether an employee is excluded from the provisions of this Article and the matter is subsequently referred to the arbitration step of the grievance procedure, the Arbitrator, upon a finding that the employee is included, shall refer the matter back to 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.

4. OFFICERS, STEWARDS, CHIEF STEWARDS 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.

B. The Officers, Stewards and Chief Steward shall be in accordance with Exhibit IV.

In the absence of the steward, an alternate steward shall represent employees.

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

C. The Union shall furnish a list of officers, stewards, the chief steward and alternates who will act for and on behalf of the Union. Said list to be furnished and served upon the City on the effective date of this Agreement.

D. Stewards, alternates and their designated representatives shall be regular scheduled working employees where their jurisdiction applies.

E. Stewards and the chief steward involved in the Grievance Procedure, shall be retained in their respective shifts as long as there is work in their classification.

F. It is agreed that the Employer shall provide to the Union an up-to-date list of all immediate supervisors and the sections in which they are employed. In addition thereto, the Employer shall also furnish a list of unit supervisors and the unit departments they represent. Said list to be furnished and served upon the Union within seven (7) days of date of the signing of this Agreement.

The Department of Health agrees to advise the Union when there are changes in such lists.

G. Stewards and the chief steward, during their working hours, without loss of time or pay, may investigate and present grievances in accordance with their proper place in the grievance procedure after arrangements have been made with their supervisor. This privilege shall not be abused.

H. Seniority of Union Representatives:

1. 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:



- a. work in their classification in their department,
- b. work in a lower class in their series,
- c. work in a classification which they formerly held in their department,
- d. work in a lesser class in the bargaining unit in which he/she can do the job, and
- e. if laid off they shall be recalled whenever there is work in any such class in the department from which they are laid off.

Layoff and demotions resulting from this procedure shall apply as long as no employee outside the 1199-M jurisdiction is affected except as otherwise agreed upon between other labor organizations, 1199-M and the City.

2. Union representatives involved in the grievance procedure shall have top seniority for:
  - a. Choice of holiday work if there is work within their classification in their unit.
  - b. Choice of shift and off day in accordance with Article 18-D of this Agreement.

## 5. PRESENTING A GRIEVANCE

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

### Step 1:

An employee who believes any provision of this Agreement has not been properly applied or interpreted, may discuss the grievance, as it affects him/her, with his/her immediate supervisor, with or without the assistance

of his/her Steward at the option of the employee. All parties shall discuss the grievance and make every effort to reach a satisfactory settlement at this point. The employee shall have the right to discuss the grievance with his/her Steward before any discussion with the immediate supervisor. The immediate supervisors of both the employee and the steward shall make arrangements for them to be off the job to discuss the grievance. If the immediate 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. This privilege shall not be abused.

### Step 2:

If the matter is not satisfactorily settled, the grievance must be reduced to writing by the Steward or Chief Steward and submitted to the Division Head or his/her designated representative. The written grievance shall set forth:

1. The specific provision(s) allegedly violated,
2. The date of the alleged violation.
3. The identity of the employee(s) involved.
4. The disposition requested specifying in detail what must be done to satisfy the grievance complaint, and;
5. The signature of the grievant or the Chief Steward if a group grievance.

The Division Head or his/her designated representative shall meet to discuss the grievance with the Steward and the grievant within five (5) working days after receipt of the written grievance. The Division Head's written answer shall be submitted to the Chief Steward and the Union President within five (5) working days of the meeting.

### Step 3:

If the grievance is not settled in Step 2, the Union President may appeal the grievance to the Department Head or his/her designated representative within five (5) working days of the written answer rendered at Step 2. A meeting will be arranged within seven (7) working days from the date the appeal is received between not more than three (3) representatives of the Union and not more than three (3) representatives of the City, one of whom may be a representative of the Labor Relations Division. The Union will notify the Department, at least forty-eight (48) hours in advance of the meeting of the names of the Union representatives who will attend the hearing. The Department Head's written answer shall be submitted to the Union President within five (5) working days of the meeting at which the Grievance(s) were discussed.

#### Step 4 - Appeal and Review Board:

In the event the grievance(s) are not settled in Step 3, it may be referred to the Labor Relations Director within ten (10) working days of the written answer rendered at Step 3.

The Appeal and Review Board will consist of not more than four (4) representatives of the Union and not more than four (4) representatives of the City. The Union will notify the Department at least forty-eight (48) hours in advance of the meeting, of the names of the Union representatives who will attend the hearing.

The Appeal and Review Board will meet monthly to settled unresolved grievances, if any. Witnesses will not be called before the Board by either party and the hearing will consist of a discussion of the "issues" only.

In the event the dispute is not settled by the Appeal and Review Board, it may be referred to arbitration within ten (10) working days from the last meeting of the Appeal and Review Board on the grievances. Any grievances not referred to arbitration within such period, shall be considered settled on the basis of the decision in Step 4.

#### Step 5 - Arbitration:

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

1. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an adhoc arbitrator within ten (10) working days of such notice, the City will request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties will then meet to mutually agree upon an Arbitrator from the list.
2. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provisions of this Agreement and he/she shall be without power and authority to make any decision:

- a. Contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement.
  - b. Concerning the discipline or discharge of employees for engaging in a strike, slowdown or stoppage of work who exercises their right under Section 6 of Act 379 of the Public Acts of 1965, or the discipline or discharge of an employee who has appealed to the Mayor pursuant to provisions of the Detroit City Charter or applicable State Law.
  - c. Granting any wage increases or decreases.
  - d. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.
  - e. Contrary to the City's right to establish, adopt and amend, promulgate and enforce uniform work rules for its departments.
  - f. Relative to position classification whether permanent or temporary. The parties recognize this is within the sole jurisdiction of the Personnel Department.
3. The arbitrator shall have no authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions which by State law or City Charter the City cannot delegate, alienate, or relinquish.
  4. The right of either party to demand arbitration over an adjusted grievance is limited to a period of ten (10) working days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the party against which the grievance is brought. No settlement at any stage of the grievance procedure shall be a precedent in any arbitration and shall not be admissible in evidence in any arbitration proceeding.
  5. The City in no event shall be required to pay back wages for more than ten (10) working days prior to the date a written grievance is filed.

In the case of a pay shortage of which the Employee could not have been aware before receiving his/her pay, any adjustment shall be retroactive to the beginning of the pay period covered by such pay, if the Employee files his/her grievance within ten (10) working days after receipt of such pay.

6. 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 the 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.
7. The decision of the arbitrator in a case shall not require retroactive wage adjustment in another case.
8. The arbitrator's decision shall be final and binding on the Union, all employees covered by this Agreement, and on the City.
9. 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.
10. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. Pay for lost time for any City employee other than the aggrieved shall not apply to their participation in arbitration cases.
11. Except as specifically provided, the parties understand and agree that in making this contract they have resolved for its term all bargaining issues which could have been made the subject of discussion. 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 Agreement and which are not excluded from arbitration.

6. STIPULATIONS TO THE GRIEVANCE PROCEDURE

A. Any 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 ten (10) working days after the grievance arises shall not be considered a grievance.

Claim for back wages will not be valid for more than ten (10) working days prior to the filing of the written grievance. 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 the 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. "Working Days" as used in the Grievance Procedure, shall include Monday through Friday and exclude Saturdays, Sundays and Holidays.

D. The Union may withdraw a grievance without prejudice at any step of the Grievance Procedure.

E. 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.

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 ten (10) working days shall be considered settled on the basis of the last answer to the grievance.

G. If the Agreement is violated by the occurrence of a strike, work stoppage or interruption or impeding of work, the following will apply:

1. No adjustment of any grievance or grievances, the processing of which is postponed because of the continuation of such a violation, shall include any payment or consideration concerning the period which elapsed during the continuance of such violations; provided,
2. That under no circumstances shall any grievance concerning employees engaged in the violation be discussed or processed in any step while such violation continues.

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

#### 7. INTERFERENCE WITH WORK

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

The City will not lock out 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 terms of this section.

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.

#### 8. DISCHARGE OR SUSPENSION APPEAL PROCEDURE

A. Notice of Discharge or Suspension: The Employer agrees to promptly notify, in writing, the appropriate steward or designated representative of the discharge or suspension of any employee covered by this Agreement. The Employer will also forward a copy of the Notice of Discharge or Notice of Suspension to the Union President.

B. Upon request, the discharged or suspended employee must be allowed to discuss his/her discharge or suspension with his/her steward and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative must discuss the discharge or suspension with the employee and his/her steward. An exception to this procedure would be where an employee is suspended or discharged while absent without leave.

C. Appeal of Discharge or Suspension: Should the Union consider the discharge or suspension to be improper, the Union President shall submit a written grievance to the department head within five (5) working days of the discharge or suspension. The grievance shall be processed in accordance with Step 3 of the grievance procedure.

D. Use of Past Record: In imposing any discipline on a current charge management will not take into account any prior infractions which occurred more than two (2) years previously.

## 9. SPECIAL CONFERENCES

A. Special Conferences for important matters shall be held between the Union and the Health Department Head or his/her designated representatives upon the request of either party. Such meetings shall be between no more than three (3) and at least two (2) representatives of the Department and no more than three (3) and at least two (2) representatives of the Union. 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 fourteen (14) calendar days after the request is received.

The Union will notify the Department of the names of employees to be present at the Conference at least forty-eight (48) hours in advance of the conference.

Conferences shall be held during normal working hours. The members of the Union shall not lose time or pay for time spent in such special conferences.

B. The Union representatives may meet at a convenient location on the City's property for one-half (1/2) hour immediately preceding a meeting with the representatives of the City for which a written request has been made.

C. Problems of health and safety shall also be proper subject matter for discussion at special conferences.

## 10. NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State, and Local Laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights.

Accordingly, both parties re-affirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, sex, sexual orientation, age, political orientation, marital status or non-disabling handicap, except where based on a bona fide occupational qualification. The Employer agrees not to discriminate against any employee because of membership or activity on behalf of the Union or participation in the grievance procedure.



## 11. SENIORITY

A. SENIORITY is hereby defined as the length of continuous service beginning on the date of legal certification to a position in the classified service of the City of Detroit, or after date of induction into such classified service as provided by law. Effective July 1, 1978, employees who are certified for employment but not hired within thirty (30) 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 the Rules of the Personnel Department incorporated herein by reference is established primarily to serve as a basis for determining the order of demotion or lay-off in the event of a reduction in force and the re-employment rights of employees.

### B. Probationary Employees:

1. Probation periods are recognized as "working test" periods used to supplement other evaluations to determine whether the employee fully meets the qualifications of the class. Probation periods are required in all cases of initial certified hire and promotion in the classified service and other cases as provided in Personnel Department rules.
2. New employees hired within the unit, and newly promoted employees shall be considered as probationary employees for the first 520 hours, excluding overtime and holiday premium time, of their employment or promotion. The 520 hour probationary period must be accumulated within not more than a twelve (12) month period. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the bargaining unit.
3. Management may extend the probation period of an employee within the bargaining unit in accordance with Personnel Department Rules. The Department shall notify the Union of the reasons.
4. The Union shall represent probationary employees of this bargaining unit for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment except discharged, demoted, and suspended employees for other than Union activities.

C. Seniority List:

The City will furnish the Union once a year upon written request a seniority list showing each employee's name, address, department, classification, pension number, social security number, and total City seniority date.

D. Loss of Seniority:

An employee shall lose his/her seniority for the following reasons only:

1. The employee resigns or quits.
2. The employee is discharged or permanently removed from the payroll and the separation is not reversed through the grievance procedure.
3. The employee does not return to work when recalled from lay-off as set forth in the recall procedure.
4. The employee retires on regular service retirement.
5. The employee does not return at the expiration of a leave of absence.

E. Suspension of Seniority Credit:

An employee shall not lost his/her accrued seniority but shall not accumulate additional seniority credit during the following periods:

1. Layoffs resulting from reduction in force which exceed three (3) years.
2. Leaves of absence which exceed one (1) year.
3. Non-duty disability retirements which exceed one (1) year.
4. Voluntary layoffs.

NOTE: Effective July 1, 1980, the City seniority date of employees in the bargaining unit who were initially hired into federal Economic Opportunity Act (FEOA) Service Classes shall be made retroactive to the date of placement to a position in such FEOA Service Class.

12. REDUCTION IN FORCE

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

SECTION 1 - REDUCTION IN FORCE TERMS DEFINED

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

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

- B. A lay off due to reduction in force is the removal of an employee from a position in a department and from the classified service of the City of Detroit, subject to the recall rights provided under this Rule.

- C. A demotion due to reduction in force is the removal of an employee from a position in a class in a department by change of status to a position in a lower class.

- D. A transfer due to reduction in force is the removal of an employee from a position in a class in a department by change of status to a position in another class which is at the same level.

- E. A voluntary lay off is a removal of an employee from the classified service of the City of Detroit which is made at the request of and for the convenience of the employee.

- F. Unless otherwise indicated, seniority shall mean total city seniority as determined in accordance with Personnel Department Rules.

- G. An employee acquires status in the classified service by certification in accordance with Section 6-510 of the City Charter and the Personnel Department Rules III and IV.

- H. An employee who is certified, promoted, transferred, or demoted to a position in a class on a regular permanent basis or permanent-subject to continuing availability of program funding, acquires permanent status in the class, provided he/she has satisfied all qualification requirements of the class including completion of any required probation period. An employee can have permanent status in only one class at a time.
  
- I. An employee who is certified, promoted, transferred or demoted to a position in a class only for a specified term or conditional event, or where the certification or status change states that such employment is limited to assignment on a particular project, acquires limited-term status in the class.

## SECTION 2 - ORDER AND MANNER OF REDUCTION

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

- A. Within the department, the following categories of employees shall be removed first:
  - 1. Provisional employees shall be separated by terminating their services; provided, however, that employees provisionally employed in the class who hold permanent status in some other class shall revert to the class in the department from which they were provisionally promoted or transferred.
  - 2. Employees who have not completed their initial probationary period shall be laid off in accordance with their seniority, the least senior employees being laid off first.
  - 3. Employees hired on a limited-term basis shall be laid off in accordance with their seniority, the least senior employee being laid off first.
  
- B. In the event it is necessary to reduce the number of permanent status employees in the class, the order of removal shall be as follows:
  - 1. Employees in the class on a limited-term basis and employees in the class on a permanent basis who have not completed the required probationary period, but who hold permanent status in some other class, shall revert to the class in the department from which they were promoted or transferred. Removal shall be in accordance with their total City seniority, the least senior employee to be removed first.

2. Employees in the class on a permanent basis shall be removed in accordance with their total City seniority, the least senior employee to be removed first. Such employees shall be laid off subject to the following demotion or transfer rights within the department:

(a) Demotion in Series

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

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

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

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

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

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

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

### SECTION 3 - CITY WIDE DISPLACEMENT

Employees with permanent status who have been laid off in a class from a city department shall displace employees of the same classification in those categories listed in Paragraph A of Section 2 on a City-wide basis; and if there are no lesser seniority employees in the same classification, shall have the right to displace lesser seniority employees in a lower class in the same occupational series. In addition, laid off permanent employees who have one or more years of classified service shall displace other permanent employees in the same classification of lesser seniority on a City-wide basis. Employees who fail to exhaust their eligibility for demotion to the next lower class in series in their department shall lose their eligibility for City-wide displacement. (Least senior employees displaced under this section shall be subject to demotion, transfer or layoff in accordance with applicable provisions of this Rule.)

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

### SECTION 4 - RE-EMPLOYMENT PROCEDURES

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

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

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

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

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

#### SECTION 5 - EFFECT OF JURISDICTIONAL LINES

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

#### SECTION 6 - EMPLOYEES HOLDING MULTIPLE TITLES

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

#### SECTION 7 - CONDITIONAL WAIVER OF EMPLOYEE RIGHTS

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

## SECTION 8 - PREEMPTIVE LAY OFF REQUESTS

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

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

## SECTION 9 - STATUS CHANGES IN ANTICIPATION OF LAY OFFS

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

NOTE: In order to be recertified for employment, laid off employees must be residents of the City of Detroit or other approved area if applicable.

Laid off employees moving out of the City of Detroit and wish to remain eligible for recall under Section 4 of this Article must file a change of address with the Certification Section of the Personnel Department. Failure to do so will result in the employees name being struck from all reemployment lists.

## 13. PROMOTIONS AND TRANSFERS

### A. Promotions:

1. Promotional opportunities to permanent vacancies shall be posted throughout the department on all official bulletin boards for a period of fourteen (14) calendar days so that interested persons shall have the opportunity to make application at the department's personnel office. Such postings shall include a description of the qualifications necessary for the promotion.



2. The qualifications of those applying shall be determined in accordance with Schedule "B" attached.
3. The successful candidate with the greatest total City seniority will be given the first promotional opportunity.
4. Promotional lists shall remain in effect for a period of one (1) year from the date of adoption or for the duration of the contract, whichever expires first.
5. Employees promoted from established lists shall serve a three (3) month probation period unless an extension is requested. The probation period may be extended for an interval not to exceed three (3) months.
6. It is recognized that exceptions from the above provisions can be made when career development programs are instituted for affirmative action purposes.

B. Transfer of Employee:

1. If an employee is transferred to a position not included in the bargaining unit and is thereafter found to be unsuited for the new position during the trial period, he/she shall revert to his/her former classification with seniority accumulated while working in the position to which he/she was transferred.
2. Any employee who voluntarily transfers into the bargaining unit or is promoted to a higher classification within the bargaining unit shall not exercise his/her accumulated seniority for purposes of this agreement until satisfactory completion of a probation period.

14. VETERANS PREFERENCE

Nothing in this Agreement shall abridge the rights and preference of veterans as provided by Federal, State and Local Laws.

15. LEAVES OF ABSENCE

A. Leaves of Absence without pay may be granted for reasonable periods for the purposes listed below:

1. Physical or mental disability.
2. Training relating to an employee's regular duties in an approved education institution.

Leaves may be granted at the discretion of the City for reasons other than those listed above when they are deemed beneficial to the City.

B. Leaves for Union Business:

Members of the Union elected to Union positions or selected by the Union to do work which takes them from their employment shall, at the written request of the Union, receive temporary leaves of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be re-employed with seniority in accordance with Personnel Department Rules. Leaves for Union business may be extended, on request to the employing department, subject to the approval of the Personnel Department; provided that an employee on leave for this purpose shall not continue to accumulate seniority after the first two (2) years.

C. One (1) year of classified service is required to be eligible for all leaves except military. Leaves shall be processed and seniority shall be determined in accordance with Personnel Department Rules.

16. FUNERAL LEAVE

A. If a death occurs among members of the Employee's immediate family or household, the Employee shall be granted three (3) days leave, provided the employee attends the funeral, without deduction of pay, not to be charged to sick leave, provided, that such leave may be extended to five (5) days within the discretion of the Health Department Head, based on individual circumstances.

B. Definition of immediate family:

The immediate family is defined as wife, husband, son, daughter, brother, sister, father, mother, step-mother, step-father.

C. If a death occurs among the relatives of the Employee, the Employee shall be granted one (1) day leave, provided the employee attends the funeral, not to be charged to sick leave.

D. Definition of relative:

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

E. The Union designated representative, after notification to the Health Department, shall be allowed one (1) funeral leave day, not to be charged to sick leave, in the event of the death of a member of his/her Union who is an employee of the City, to attend the funeral.

17. 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.

#### 18A. SHIFT PREMIUM - WORKING HOURS

1. Employees who work on afternoon and night shifts shall receive, in addition to their regular pay, a shift 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 Starting Times:

a. The afternoon shift shall be any full time shift starting between the hours of 11:00 A.M. and 6:59 P.M. inclusive.

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

18B. WORK WEEK - WORK DAY

The regular payroll work week shall consist of seven (7) calendar days extending from Monday through Sunday as defined in Chapter 16, Article 5 of the Municipal Code of the City of Detroit.

The regular full working day shall consist of eight (8) hours as defined in Chapter 16, Article 5 of the Municipal Code of the City of Detroit.

18C. CALL-IN PAY

When an employee is called to work he/she shall receive the overtime pay for the hours worked or four (4) hours of pay at his/her regular straight time hourly rate of pay, whichever is greater, in accordance with the resolution of May 3, 1968, J.C.C. page 905.

18D. PREFERENCE FOR SHIFT AND OFF DAYS

1. The City agrees to assign shifts and two (2) consecutive days off on the basis of total City seniority. The City shall assign all employees on such basis. Employees shall indicate their preference in assignment of shifts and two (2) consecutive days off by total City seniority. The City shall honor such individual preference by the application of the employees total City seniority as regards to shift preference and off days. This privilege shall not be exercised more than once in each twelve (12) month period.
2. The only manner in which an Employee may change shift or two (2) consecutive off days other than the ones he/she is entitled to through either work assignment or total City seniority, shall be due to a real personal emergency and only after the request has been cleared through the Chief Steward and the Personnel Officer.
3. It is agreed that Management shall continue the present shift schedules as far as operations permit, and in the event of change shall notify the Union in advance. Management has the right to initiate hours and shift schedules, subject to the Union's right to grieve (See Schedule C).

18E. COPIES OF WORK SCHEDULES AND ASSIGNMENTS

The employer agrees to furnish to the Union through its stewards, copies of all work schedules and assignment schedules for members of this bargaining unit as soon as the same are prepared.

Work schedules shall mean "off day" schedules. Assignment schedules shall mean general assignments (i.e.; what floor or area an employee is assigned).

Employees' assignments shall be transmitted through the employee's immediate supervisor whenever possible.

18F. REST PERIODS

The Employer agrees that all members of the Bargaining Unit shall be permitted one (1) fifteen (15) minute rest period during the first four (4) hours of the shift and another fifteen (15) minute rest period during the second four (4) hours of the shift.

18G. WASH-UP TIME AND CHANGING CLOTHES

A. The Employer will grant all bargaining unit employees, except those assigned to the security unit, fifteen (15) minutes for the purpose of changing clothes or wash-up, for each of the following periods: immediately prior to lunch and immediately prior to the completion of the shift.

B. Bargaining unit employees assigned to the security unit will be granted one (1) fifteen (15) minute wash-up period for the purpose of changing clothes or wash-up immediately prior to the completion of their respective shifts.

C. It is the intent of this provision to provide time for wash-up and changing of clothes and this time will not be used for the purpose of leaving before the end of the regularly scheduled shift or extending the lunch break.

19. OVERTIME

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

A. 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 19, A-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.



B. 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.

C. When a schedule indicates a lunch period but conditions make it impractical to enjoy same, the employee or employees involved will be paid the prevailing overtime rate in lieu of his/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.

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

E. All of the above shall be in accordance with Chapter 16, Article 5 of the Municipal Code of the City of Detroit.

1. Casual Overtime shall be defined as work which occurs during an employee's regular work week in order that he/she might complete his/her work assignment. No seniority list will be kept on this type of overtime and the employee will complete his/her assignment.
2. Scheduled Overtime shall be defined as work performed other than during an employee's regular work week as a result of prior planning by management. An up-to-date seniority list by classification will be kept in each unit. Preference will be given in total City seniority order first to those on their 6th day and second to those on their 7th day.
3. Emergency Overtime shall be defined as work caused by an unforeseen circumstance such as snowstorm, flood, civil disturbance or lack of required work force. A separate seniority list shall be posted by classification in each unit of those persons desiring to be on it, and they will be called upon in total City seniority order.

If an employee is unable for work on three (3) consecutive calls, his/her name may be removed from the list upon his/her notification. Overtime provisions shall be in accordance with the pertinent ordinance governing overtime.

20. 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 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 operations. 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.

21. 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/her 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/her 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 PAYROLL PRACTICES:

1. When an official holiday occurs during a scheduled vacation, the employee shall be entitled to an additional vacation day.
2. If an employee becomes ill while on his/her vacation or prior to, his/her 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.

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 temporarily 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 where 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 21-D.

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

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

G. Each unit (section) in the bargaining unit will outline vacation staffing commensurate with its needs. The annual vacation outline shall be posted and the Union will receive a copy of the schedule on or before April 15, of each year.

H. Each employee shall indicate in writing his/her vacation preference no later than May 1st. Vacations will be assigned within said outline on a seniority basis. Every effort will be made to insure that the eligible employee receives the requested vacation period.

I. There shall be no change in the posted vacation schedule by the City except in an emergency declared by the Public Health Director unless agreed to by the employees, the Unit Supervisor and the Union Steward.

## 22. PAY ADVANCE

A. Employees departing on vacation leave of five (5) days or more shall be granted a pay advance if the vacation extends beyond their next pay, provided a written request is made to the department head or designated representative at least five (5) days in advance of the employee's last day of work.

B. Rate During Vacation Employees will be paid their current rate based on their regular scheduled pay exclusive of any premium payments 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.

## 23. RATES FOR NEW POSITIONS

New classes shall be established by the Personnel Department when warranted by new activities, changing technology, changes in work methods or processes, or other proper conditions. The rates of pay for such newly established classes shall be determined by the Labor Relations Director subject to approval by the City Council.

When the new classification clearly falls within the established bargaining unit covered by this Agreement, the Union will be advised as to the classification, the Department, the rate and anticipated number of employees affected before any action will be taken by the City Council.

In the absence of any appeal by the Union 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.

#### 24. EMERGENCY ASSIGNMENTS

Employees are to be assigned job duties and responsibilities which are appropriate to their classification. An employee shall not be assigned to perform work which falls outside his/her classification except in cases of emergency or other situations resulting from factors beyond the control of management which cannot be anticipated or planned for in the normal courses of department operations and where such assignment is necessary to effectively carry out departmental operations. The employee so assigned shall be compensated at the appropriate rate for the work performed in accordance with Personnel Department Rules.

A sufficient number of dual titles shall be established to permit prequalification of an adequate number of employees in accordance with Article 13-A, so that each employee can be properly classified and compensated in accordance with the work performed in those work situations where employees are assigned to perform the duties and responsibilities of a different classification.

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

#### 25. 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 in accordance with the City Council Resolution of March 16, 1965, J.C.C. page 459, as amended.



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. 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.

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.

## 26. 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 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 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.

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

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

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

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

D. 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).

E. 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.

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

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

H. Effective January 1, 1984 employees who wish to insure sponsored dependents shall pay the premium cost of this coverage. Also, effective January 1, 1984 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 on a full time basis, 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.

I. Effective January 1, 1984 paragraphs A, B, C and D of this article shall be replaced by the following paragraphs.

J. The City shall provide hospitalization and medical insurance based on the Blue Cross/Blue Shield ward service under the Michigan Variable Fee (MVF-1) coverage with riders with cost containment and Prescription Drug Group Benefit Certificate with two dollar (\$2.00), deductible Drug Rider for employees and their legal dependents, duty death beneficiaries and their legal dependents and duty disability retirees and their legal dependents. MVF-1 coverage with riders shall be the same as MVF-2 except for the family continuation coverage.

K. Employees shall have the option of choosing alternative hospitalization medical coverage made available by the City. Total Health Care, Michigan Health Maintenance Organization, Health Alliance Plan and Health Care Network 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.

L. Effective July 1, 1984 active employees and retirees; who retired on or after January 1, 1984, shall pay 50% of the cost of hospital and medical insurance premium increases over the 1982-83 premium rates for Blue Cross/Blue Shield ward service under the MVF-II coverage.

## 28. WORKER'S 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 Worker's 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. Employees shall be eligible to earn current sick leave.

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.

29. 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 or facilities enumerated in (a), (b), (c).

e. Permanent and complete paralysis of both legs or both arms or one leg and one arm.

f. Incurable insanity or imbecility.

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

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

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

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

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

#### C. GROUP LIFE INSURANCE

A group life insurance program for the employee and his/her family is available for all members of the Employees Benefit Plan on an optional basis, under the provisions of the City Code, Chapter 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  | \$ 6,275                   |
| \$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<br/>Option 1</u> | <u>Amount of Insurance<br/>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<br>\$10,000 Increments | And so forth in<br>\$10,000 Increments  | And so forth in<br>\$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.

30. WAGES

I. IMPROVEMENT FACTOR

All employees covered by this Agreement shall receive an improvement factor increase in their wage rate as follows:

Effective upon the date of ratification and subsequent approval by City Council, all employees in the bargaining unit on that date shall receive a base wage increase of 50¢ per hour or six percent (6%), whichever is greater, retroactive to 11:59 p.m., June 30, 1983. Wages shall be in accordance to Exhibit V.

Effective July 1, 1984 - Equity formula in accordance with the Exhibit VI Re: Equity Formula.

Effective July 1, 1985 - Equity formula in accordance with the Exhibit VI Re: Equity Formula.

II. MISCELLANEOUS

- A. All salaried employees will have their hourly rate computed by dividing their annual salary by 2080 hours.
- B. Effective October 1, 1980, step increments for hourly rated employees shall be increased from \$.05 per hour to \$.10 per hour.
- C. Effective October 1, 1980, the basic step increment schedule for salary classifications shall be changed so that the annual increments will be five percent (5%) of the employee's salary as of the date the increment is normally paid, not to exceed the maximum rate for the classification.

Half steps shall be two and one-half percent (2-1/2%).

- D. Effective January 1, 1981, the step increments for salaried classes shall be paid over a period not to exceed six (6) years. The rate range between minimum and maximum shall be maintained for those classes which currently exceed six (6) years. The City will readjust step increments so that there will be six (6) equal steps in the range. Employees between steps in the range after the implementation of the six year step schedule on January 1, 1981 shall receive their normal 5% step increment, if normally due and then shall be placed at the next highest increment level.

Effective January 1, 1981, all hourly classes will have their minimum rates adjusted so that no more than twelve 6-month steps of ten cents (10¢) per hour shall occur in the pay range of any class.

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

### 31. CLOTHING AND UNIFORM ALLOWANCES

A. All members of the bargaining unit except those who receive an uniform allowance shall receive an annual clothing allowance of \$70.00 effective in fiscal 1980-81.

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

### 32. 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<br/>In Previous Fiscal Year</u> | <u>Bonus Vacation Days<br/>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.

33. 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.

34. DEFERRED COMPENSATION PLAN

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.

35. 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 (62nd) 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.

#### 36. UNION BULLETIN BOARDS

A. The City will furnish for the Union one bulletin board at each of the agreed locations. The current locations of bulletin boards shall remain unchanged. 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 of policies of the Union.

B. Nothing posted on the Union Bulletin Boards shall contain libelous matter. All notices shall be signed by the Union President or his/her designated representative.

C. Abuse of the Board may be discussed by Special Conferences.

### 37. PARKING FACILITIES

Herman Kiefer Complex: The parking arrangements shall be continued as they are presently operated. Any changes in parking arrangements shall be a subject for special conference.

### 38. RESIDENCY

All members of the bargaining unit shall be residents of the City of Detroit. Rules regarding residency will be determined by the Employer. Residence shall mean the employee's actual domicile. A person can have only one domicile.

### 39. SAVINGS CLAUSE

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



40. DURATION, MODIFICATION AND TERMINATION

This Agreement shall become effective upon the effective date of Resolution of Approval of the City Council as provided by law and shall remain in full force and effect until 11:59 P.M., June 30, 1986.

If either party desires to modify this Agreement, it may give notice to the other party as early as February, 1986.

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

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

NATIONAL UNION OF HOSPITAL AND  
HEALTH CARE EMPLOYEES, LOCAL 1199-M:

CITY OF DETROIT:

\_\_\_\_\_  
Richard Ware, President

\_\_\_\_\_  
Coleman A. Young, Mayor

\_\_\_\_\_  
Benjamin Williams

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

\_\_\_\_\_  
Oneda Council

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

\_\_\_\_\_

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

\_\_\_\_\_

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

## E X H I B I T    I

It is hereby recognized that certain Charter provisions, Ordinances, and Resolutions of the City Council, govern the relationship between organized labor and the City Government as follows:

1. The Charter responsibilities of the Mayor, as executive officer, for enforcing the laws of the State and the Charter: passing upon Ordinances of the City Council, recommending an annual budget of appropriations, and the proper performance of all executive departments.
2. The responsibility of the City Council for the enactment of Ordinances, the appropriation of money, and final determination of employee's compensation.
3. The responsibility of the Personnel Department, for determining classification, determining status and tenure of employees, establishing rules, investigating promotions, and disciplinary actions, certifications of payrolls, and the investigation of action of appointees in the classified service.
4. The responsibilities of Department Heads, governed by Charter provisions, Ordinances and Personnel Department Rules and Regulations: (a) to hire, assign transfer and promote employees to positions within the agency: (b) to suspend, demote, discharge or take other disciplinary action against employees: (c) to relieve employees from duties because of lack of work or lack of funds: (d) to determine the methods, means and personnel necessary for departmental or agency operations: (e) to control departmental or agency budget: (f) to take whatever actions are necessary in situations of emergency to perform the functions of the department.
5. The responsibilities of the Labor Relations Director, to administer pay and fringe benefit plans to provide the necessary surveys, research, rules, and regulations, resolutions and Ordinances for this purpose, subject to the authority of the Department and the City Council.
6. The responsibilities of the Retirement System Boards, and Employee Benefit Boards for administering Charter and Ordinance provisions relating to retirement and employee benefit systems.

## E X H I B I T II

### 1199-M BARGAINING UNIT AT THE HEALTH DEPARTMENT

---

|          |                                |
|----------|--------------------------------|
| 05-50-11 | Assistant Storekeeper          |
| 54-63-31 | Baker                          |
| 54-63-11 | Baker's Assistant              |
| 54-10-13 | Elevator Operator              |
| 54-61-31 | First Cook                     |
| 22-80-12 | Institutional Attendant        |
| 61-91-07 | Laborer A                      |
| 71-20-11 | Mechanical Helper (General)    |
| 71-20-12 | Mechanical Helper (Operations) |
| 24-50-05 | Occupational Therapy Aid       |
| 54-80-11 | Seamstress                     |
| 54-61-21 | Second Cook                    |
| 63-20-16 | Service Guard (General)        |
| 02-60-21 | Telephone Operator             |
| 63-10-17 | Property Guard                 |
| 63-10-27 | Window Cleaner                 |

E X H I B I T III  
PROMOTION PROCEDURE - HEALTH DEPARTMENT

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|          |                                |                      |
|----------|--------------------------------|----------------------|
| 05-50-11 | Assistant Storekeeper          | Written Advisory     |
| 54-63-31 | Baker                          | Written Advisory     |
| 54-63-11 | Baker's Assistant              | Written Advisory     |
| 54-10-13 | Elevator Operator              | Non-Written Advisory |
| 54-61-31 | First Cook                     | Written Advisory     |
| 22-80-12 | Institutional Attendant        | Non-Written Advisory |
| 61-91-07 | Laborer A                      | Non-Written Advisory |
| 71-20-11 | Mechanical Helper (General)    | Written Advisory     |
| 71-20-12 | Mechanical Helper (Operations) | Non-Written Advisory |
| 24-50-05 | Occupational Therapy Aid       | Written Advisory     |
| 54-80-11 | Seamstress                     | Demonstration        |
| 54-61-21 | Second Cook                    | Written Advisory     |
| 63-20-16 | Service Guard (General)        | Written Advisory     |
| 02-60-21 | Telephone Operator             | Written Advisory     |
| 63-10-17 | Property Guard                 | Non-Written Advisory |
| 63-10-27 | Window Cleaner                 | Non-Written Advisory |

A non-written examination may include, but not be limited to, one or more of the following, as necessary, to determine whether or not an employee meets the minimum requirements.

An interview.

A test of literacy (i.e., the ability to read and write at a reasonable level for the nature of the work to be performed).

A field demonstration.

A review of Departmental work performance evaluation.

A review of work history and service record.

A physical examination.

E X H I B I T IV

Officers of 1199-M shall be defined as:

President  
Vice-President  
Financial Secretary  
Recording Secretary

The steward structure shall be as follows:

Chief Steward (1)  
Steward (1)                      Day Shift  
Steward (1)                      Afternoon Shift

The Union officers shall serve as designated representatives if neither the steward nor alternate is available.

In the event there is a change in stewards or alternates, the Union shall immediately notify the Department of such change and promptly confirm same in writing.

The Union reserves the right to change stewards and alternates as they see fit.

E X H I B I T V

SCHEDULE OF WAGE ADJUSTMENTS

| CLASS CODE | CLASSIFICATION              | January 1, 1981            |                            | July 1, 1983               |                            | July 1, 1984               |                | July 1, 1985 |  |
|------------|-----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------|--------------|--|
|            |                             | Old Rate<br>MIN.      MAX. | New Rate<br>MIN.      MAX. | New Rate<br>MIN.      MAX. | New Rate<br>MIN.      MAX. | New Rate<br>MIN.      MAX. |                |              |  |
| 05-50-11   | Assistant Storekeeper       | \$12,180-\$16,814          | \$13,220-\$17,854          | Equity Formula             | Equity Formula             | Equity Formula             | Equity Formula |              |  |
| 54-63-31   | Baker                       | 7.635- 8.675               | 8.135- 9.200               | Equity Formula             | Equity Formula             | Equity Formula             | Equity Formula |              |  |
| 54-10-13   | Elevator Operator           | 11,446- 16,287             | 12,486- 17,327             | Equity Formula             | Equity Formula             | Equity Formula             | Equity Formula |              |  |
| 54-61-31   | First Cook                  | 7.635- 8.810               | 8.135- 9.340               | Equity Formula             | Equity Formula             | Equity Formula             | Equity Formula |              |  |
| 22-80-12   | Institutional Attendant     | 11,542-16,189              | 12,582- 17,229             | Equity Formula             | Equity Formula             | Equity Formula             | Equity Formula |              |  |
| 61-91-07   | Laborer A                   | 7.025- 7.960               | 7.525- 8.460               | Equity Formula             | Equity Formula             | Equity Formula             | Equity Formula |              |  |
| 71-20-11   | Mechanical Helper-General   | 7.260- 8.240               | 7.760- 8.740               | Equity Formula             | Equity Formula             | Equity Formula             | Equity Formula |              |  |
| 71-20-12   | Mechanical Helper-Operation | 7.260- 8.240               | 7.760- 8.740               | Equity Formula             | Equity Formula             | Equity Formula             | Equity Formula |              |  |
| 24-50-05   | Occupational Therapy Aid    | 15,318- 17,341             | 16,358- 18,382             | Equity Formula             | Equity Formula             | Equity Formula             | Equity Formula |              |  |
| 54-80-11   | Seamstress                  | 14,170- 16,254             | 15,210- 17,294             | Equity Formula             | Equity Formula             | Equity Formula             | Equity Formula |              |  |
| 54-61-21   | Second Cook                 | 7.195- 8.165               | 7.695- 8.665               | Equity Formula             | Equity Formula             | Equity Formula             | Equity Formula |              |  |
| 63-20-16   | Service Guard-General       | 7.530- 8.475               | 8.030- 8.985               | Equity Formula             | Equity Formula             | Equity Formula             | Equity Formula |              |  |
| 02-60-21   | Telephone Operator          | 11,492- 16,332             | 12,532- 17,372             | Equity Formula             | Equity Formula             | Equity Formula             | Equity Formula |              |  |
| 63-10-17   | Property Guard              | 14,345- 16,588             | 15,385- 17,628             | Equity Formula             | Equity Formula             | Equity Formula             | Equity Formula |              |  |
| 63-10-27   | Window Cleaner              | 7.375- 8.315               | 7.875- 8.815               | Equity Formula             | Equity Formula             | Equity Formula             | Equity Formula |              |  |

## E X H I B I T    VI

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 principles 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.

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.

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 | <u>1,603,386</u> | <u>237,286</u>  | <u>1,867,672</u> |
| 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  
1199-M, NATIONAL UNION OF HOSPITAL AND  
HEALTH CARE EMPLOYEES, RWDSU, AFL-CIO

---

RE: UNION REPRESENTATION

The Union recognizes the City's obligation to adequately staff the Health Department. It is agreed that the number of employees released from a single unit of the Health Department to attend meetings held at locations other than the Herman Kiefer Hospital Complex may be limited to two (2).

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

\_\_\_\_\_  
Richard Ware, President  
1199-M, National Union of Hospital  
and Health Care Employees

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

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND  
1199-M, NATIONAL UNION OF HOSPITAL AND  
HEALTH CARE EMPLOYEES, RWDSU, AFL-CIO

---

RE: AFFIRMATIVE ACTION

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

B. The Employer 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 employees of the City of Detroit.

C. The Employer 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 Employer maintains an Affirmative Action Unit within its Personnel Department. Upon request, representatives of this Unit shall be available to meet with representatives of the Union to exchange information and discuss affirmative action activities.

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

\_\_\_\_\_  
Richard Ware, President  
1199-M, National Union of Hospital  
and Health Care Employees

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

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND  
1199-M, NATIONAL UNION OF HOSPITAL AND  
HEALTH CARE EMPLOYEES, RWDSU, AFL-CIO

---

RE: COOPERATION IN VALIDATION STUDIES

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

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

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

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

\_\_\_\_\_  
Richard Ware, President  
1199-M, National Union of Hospital  
and Health Care Employees

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

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND  
1199-M, NATIONAL UNION OF HOSPITAL AND  
HEALTH CARE EMPLOYEES, RWDSU, AFL-CIO

---

RE: STATE OR NATIONAL UNION CONVENTIONS

One member of the Union elected to attend a State or National Union Convention shall be allowed time off without loss of time or pay to attend such conventions. Total approved attendance shall not exceed six (6) days during the term of the Agreement to which this Memorandum is attached.

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

\_\_\_\_\_  
Richard Ware, President  
1199-M, National Union of Hospital  
and Health Care Employees

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



6/30/86

SUMMARY OF CHANGES

1199-M, NATIONAL UNION OF HOSPITAL AND  
HEALTH CARE EMPLOYEES, RWDSU, AFL-CIO

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

Article 4 - Officers, Stewards, Chief Stewards and Alternates

The City will provide a list of immediate supervisors of bargaining unit members to the Union.

Article 5 - Presenting a Greivance

All off-sets to back pay awards are detailed.

Article 6 - Stipulations to the Grievance Procedure

All off-sets to back pay awards are detailed.

Article 7 - Interference with Work

Add: "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".

Article 10 - Non-Discrimination (NEW)

Standard Language

*Retreat, City of (Health Care)*

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

Article 12 - Reduction in Force

- Language detailing reduction in force procedures, intra-department demotion and displacement rights, city-wide displacement rights, recall rights and re-employment practices.
- 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.

Article 13 - Promotions and Transfers

Probation periods may be extended up to three (3) months.

Article 16 - Funeral Leave

Requires employee to attend the funeral.

Article 17 - Longevity Pay

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 1,976 paid hours, and correspondingly lowers the disqualification threshold from a 30 day unpaid absence to 13 days.

Article 20 - Holidays and Excused Time Off

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

Article 21 - 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 27 - 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 1983-83 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 28 - Worker's Compensation

Restricts the amount of supplement from an employee's sick leave bank so that an employee's total compensation from Worker's 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 Worker's Compensation who are receiving a supplement.

Article 29 - Death Benefits and Life Insurance

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

Article 30 - 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 35 - 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 36 - Union Bulletin Boards

Add: All notices to be signed by Union President.

Article 38 - Residency

Added statement that residence shall mean domicile.

Article 40 - Duration, Modification and Termination

Language is updated.

Exhibit V (formerly Schedule E)

Rates updated.

Exhibit VI

Equity Formula detailed.

Memo: Sickness and Accident and Long Term Disability Insurance

Deleted