

# **MASTER AGREEMENT**

**BETWEEN THE**

## **CITY OF DETROIT**

**AND THE**

## **PHYSICIANS IN THE HEALTH DEPARTMENT - LOCAL 2200**

**UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL  
IMPLEMENT WORKERS OF AMERICA, UAW**

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**2001-2004**

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# **AGREEMENT**

This Agreement is entered between the City of Detroit, a Michigan Municipal Corporation (hereinafter referred to as the City), and the Physicians in the Health Department Unit of Local 2200 of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW (hereinafter referred to as the Union).

## **PURPOSE AND INTENT**

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

The parties recognize that the interest of the community and of the employees depend upon the parties working together toward achieving the goal of customer service excellence for citizens, businesses and visitors of Detroit; and accomplishing the City's initiatives of effective community policing, safe and stimulating programs for young people, and improving the environment in neighborhoods to instill civic pride and encourage new development.

To these ends the City 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**

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the City hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours and other terms and conditions of employment for the term of this Agreement of all full time and regular part-time physicians employed by the City of Detroit in providing patient services in the Family Primary Care Health Centers.

## **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 the law.
- B. Except as specifically set forth in this Agreement, the City retains the sole and exclusive right to manage its business, including the right to decide the organization of the Department, to

establish over-all operating policies and procedures, to direct its working force, including the right to determine work schedules, and to discontinue any division or operation if in the sole judgment of the City, it is deemed necessary or believed advisable to do so.

- C. The City reserves the right to discipline and discharge for just cause. The City reserves the right to lay-off 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 provided the same do not conflict with the express terms of this Agreement.
- D. Except as specifically abridged, delegated, granted or modified by this Agreement, all of the rights, powers, and authority the City had prior to the signing of this Agreement are retained by the City and remain exclusively without limitation within the rights of the City.
- E. The right of contracting and sub-contracting is vested in the City. The right to contract or sub-contract shall not be used for the purposes or intention of undermining the Union, or to discriminate against any of its members nor shall any member of the Union be laid-off or demoted as a direct and immediate result of work performed by an outside contractor.

### **3. NON-DISCRIMINATION**

It is agreed that the City and the Union will conduct their affairs with each other and with all members of the bargaining unit without regard to race, color, creed, national origin, age, political orientation, sex, sexual orientation, marital status, or non-disabling handicap, except where based upon a bona fide occupational qualification in accordance with applicable State and Federal laws.

### **4. WORK STOPPAGES AND LOCKOUTS**

- A. The Union agrees to refrain from engaging or participating in any strike, work stoppage or slowdown or participating in any activity for the purpose of interfering with the operations of the Employer during the term of this Agreement.
- B. The Employer will not lock out any employee during the term of this Agreement. However, if equipment or facilities are unavailable for a member of this bargaining unit to work due to a strike, work stoppage, slow-down or other interference by other employees, such unavailability shall not be deemed a lockout under the terms of this section.
- C. Employees in the Unit are not subject to disciplinary action for refusing to cross a picket line of another union if such action could endanger the personal safety of the employees, provided that such refusal shall in no way be detrimental to the public health or safety.

The City shall not, however, be obliged to pay wages of employees who do not work.

## 5. UNION SECURITY

- 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. The City will inform the Union of any newly hired employees or any change of status of employees.
- B. The City agrees to deduct from the wages of an employee, who is a member of the Union, all Union initiation fees and 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 who does not make application for membership within ninety (90) calendar days from the effective date of this Agreement or from the date they first become a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Union a service fee as a contribution towards the administration of this Agreement. Employees who fail to comply with this requirement shall be discharged within thirty (30) calendar days after receipt of written notice by the employing Department from the Union, unless otherwise notified by the Union in writing within said thirty (30) calendar days, and provided that the Union shall release the Department from fulfilling the obligation to discharge if during such thirty (30) day period employees pay the membership dues or service fee retroactive to the due date and confirms their intention to pay the required membership dues or service fee in accordance with this Agreement.
- D. The City agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Union, all Union service fees uniformly required as provided in a written authorization in accordance with the standard form used by the City, provided that the said form shall be executed by the employee. The written authorization for Union service fee deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Finance Department and to the Union.
- E. All Union membership dues and service fees will be authorized, levied, and certified in accordance with the Constitution of the International Union, UAW. Each employee and the Union hereby authorize the City to rely upon and to honor certifications by the Financial Secretary-Treasurer of Local 2200, UAW, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and service fees. These dues and service fees shall be sent reasonably promptly to the Financial Secretary-Treasurer of Local 2200, UAW.
- F. 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 13, Article 4, Section 4 of the Municipal Code of the City of Detroit.)

- G. The Union shall refund to employees dues and service fees erroneously deducted by the City and paid to the Union. The City may offset any amount erroneously or improperly deducted and paid to the Union from any subsequent remittance to the Union.
- H. The Union agrees to save and hold harmless the City from any damages or other financial loss which the City may be required to pay or suffer as a consequence of enforcing the above provisions.

## **6. REPRESENTATION**

- A. The Union shall have the right to select or designate a chairperson or a steward, or when absent, an alternate chairperson or steward, to represent employees.
- B. The chairperson or steward will be permitted, without loss of time or pay during working hours, to present grievances to the City in accordance with the grievance procedure.
- C. Notwithstanding their standing on the seniority list, in the event of a reduction in force, the designated chairperson or steward shall be continued in their employment in their employing department, provided there continues to be a position in their current classification. If the designated chairperson or steward is laid off by their department, he/she shall have priority in recall to available vacant positions in the classification in which he/she was laid off. The provisions of this paragraph shall apply as long as the chairperson or steward continue to hold office.

## **7. GRIEVANCE PROCEDURE**

A grievance is defined as a complaint based upon an event or condition which is considered to be in violation of this Agreement. Any grievance under this Agreement which is not filed in writing within twenty (20) working days after the grievance arises or twenty (20) working days of the date it is reasonable to assume that the employee became aware of the conditions giving rise to the grievance, shall not be considered a grievance. This grievance procedure shall not apply to any situation where the matter complained of is not covered by this Agreement.

Grievances shall be presented in the following manner:

- Step 1:** Employees may raise the complaint with their immediate supervisor or with the steward who will discuss the matter with the employee's supervisor.

**Step 2:** If the grievance is not settled satisfactorily in Step 1, it may be submitted in written form by the steward to the Department Head or designated representative. The Department Head or designated representative's written answer shall set forth the facts taken into account when answering the grievance. Such answers will be presented to the Union within five (5) working days following receipt of the written grievance by the City.

**Step 3:** If the grievance remains unadjusted, it may be referred to the steward who may appeal the grievance to the City Labor Relations Director within ten (10) working days of the answer in Step 2. The Labor Relations Division shall arrange a meeting within ten (10) working days of the appeal to Step 3. After such meeting, the Labor Relations Director or his designated representative shall give an answer in writing to the Union within five (5) working days of the meeting.

**Step 4:** If the grievance is not settled at Step 3, it shall be reviewed by the International Representative who may recommend arbitration within twenty (20) working days following a meeting on the grievance with the City. All grievances not referred to Arbitration shall be considered settled based on the City's last answer. The actual cost of the arbitrator shall be borne equally by both parties.

1. The arbitrator shall limit his/her decision strictly to the interpretation and application or enforcement of this Agreement and shall be without power or authority to make any decision:
  - a. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement.
  - b. Granting any wage increases or decreases.
  - c. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement or subsequent to its expiration date.
2. No settlement at any stage of the grievance procedure, except an arbitration decision, shall be a precedent in any arbitration and shall not be admissible in any future arbitration proceeding.
3. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned, less any compensation received for temporary employment obtained subsequent to his/her removal from the City payroll, and payments from Unemployment Insurance, Social Security Disability, Welfare, Aid to Dependent Children, and City funded Long Term Disability, 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.
4. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case except by express agreement of the parties.

5. There shall be no appeal from the arbitrator's decision if made in accordance with his/her jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the City, on the employee or employees, and on the Union.
6. 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.
7. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this contract and any supplemental agreements which are or may become part of this Agreement and which are not excluded from arbitration.

The time elements in the first three (3) steps of the grievance procedure may be shortened or extended or steps may be eliminated by mutual agreement. If a grievance is not answered by management within those prescribed time limits, the Union may move the grievance to the next step of the grievance procedure.

## **8. SPECIAL CONFERENCES**

Special Conferences for important matters will be arranged between the Union and the City upon request of either party. Unless otherwise agreed, such meetings shall be between two (2) representatives of the City, and (2) representatives of the Union. Unless otherwise agreed, arrangements for such special conferences shall be made at least twenty-four (24) hours in advance. An agenda of the matters to be taken up at the meeting, together with the names of the conferees representing the requesting party, shall be presented at the time the conference is requested. Matters taken up in the special conferences shall be confined to those included in the agenda. Such conferences shall, to the extent possible, be held during regular hours. Members of the Union shall not lose time or pay for the time spent in such special conferences and no additional compensation shall be paid to such employee for time spent in such conferences beyond regular working hours.

## **9. SENIORITY**

Seniority is defined as the length of service beginning on the dates listed in Schedule A.

## **10. REDUCTION IN FORCE AND RECALL**

The City shall give a two-week notice of a reduction in force to allow the Union an opportunity to meet with the City to discuss the circumstances of the reduction.



When a reduction in force occurs within a Medical Specialty, the least senior employees shall be laid off first.

When a Medical Specialty is being re-populated, employees shall be recalled by seniority with the most senior employee being recalled first.

## **11. LEAVES OF ABSENCE**

Leaves of absence without pay and without loss of seniority will be granted for reasonable periods provided there is a floating physician available to cover the absence.

### FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)

The Human Resources Department issued a Policy Directive dated September 9, 1993, which detailed how the provisions of the FMLA would be implemented in City service. The Policy is incorporated herein by reference.

The FMLA provides that eligible employees may be off work for up to twelve (12) weeks each twelve (12) month period for the following reasons: to get treatment for the employee's own serious illness or temporary disability; to take care of a spouse, child or parent who is seriously ill or disabled; or to exercise parental care for a new-born infant or newly placed adopted or foster child. During this absence from work, the employee is entitled to continuation of health care benefit coverage. For employees of the City, the twelve month period is the fiscal year. Questions concerning leaves for FMLA purposes should be referred to the employee's Human Resources representative.

## **12. ECONOMIC PROVISIONS**

### A. WAGES:

Effective July 1, 2003                      2%

### B. CASH BONUS:

All employees on the regular payroll on the date of the Union's Ratification of this Agreement shall receive a \$400 cash bonus. This payment will be made as soon as possible following the date of Union ratification and the City Council's resolution approving the economic terms. This payment shall not increase the employee's base rate of pay.

### C. HOLIDAYS:

Employees covered by this Agreement shall be entitled to the following days off with pay: Independence Day, Labor Day, Veteran's Day, Election Day (when a general election is held within the City of Detroit), Thanksgiving, the day after Thanksgiving, Christmas Eve,

Christmas Day, New Year's Eve Day, New Years Day, Martin Luther King's Birthday, Good Friday and Memorial Day. Employees shall also receive three (3) Swing Holidays in each fiscal year, or an additional Swing Holiday in the event there is no designated Election Day, to be credited and utilized in accordance with standard City procedures.

D. HOSPITALIZATION:

1. 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. Effective May 1, 1996, the Prescription Drug co-pay shall be three dollars (\$3.00).
2. Employees who wish to insure sponsored dependents shall pay the premium cost of this coverage.
3. 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).
4. Employees shall have the option of choosing alternative hospitalization medical coverage from any plan or program made available by the City. The City's contribution to the alternative plans or programs shall be limited to the premium cost for the level of benefits provided in Paragraph E (1), as applicable. If at the end of any fiscal year an alternative hospitalization plan or program has failed to enroll 50 employees citywide, the City shall have the option of removing that plan from the list of eligible plans or programs. Effective with the 1987-88 fiscal year all alternate carriers must account for their premium charges without distinguishing between active and retired employees using the following format:

**Single Person**  
**Two Persons**  
**Family**

5. The City shall provide for all active employees and their dependents a Dental Plan which shall be equivalent to 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. Other terms and conditions regarding these plans shall be in accordance with the standard Blue Cross/Blue Shield policies regarding administration of such programs.

The City will contribute an equal amount per employee to a dental capitation plan made available to its employees.

Newly hired employees shall not be eligible for these benefits until they shall have worked 1,040 straight time hours.

6. The City will provide Optical Care Insurance through the Employee Benefit Board and such benefit will include case hardened lenses.
7. 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 ear-marked or designated for the purpose of the Federal Program.
8. No insurance carrier shall be allowed to underwrite City Health Care Benefits unless it offers coordination of benefits.
9. The City reserves the right to implement Health Care Cost Containment Programs during the term of the contract. Said Cost Containment Program shall not diminish the levels of benefits provided in the basic plans but may require the insured to follow procedures prescribed by the carrier in order to be eligible for benefits.
10. Effective July 1, 2000, employees on the active payroll who are covered by a health care plan offered by an employer other than the City, and can furnish proof of such coverage, may elect to take an annual \$950 cash payment, payable quarterly at the end of each three month period, in lieu of the hospitalization-medical coverage offered by the City. This election shall take place annually during the open enrollment period.

Once an employee elects the cash payment, the employee will not receive hospitalization-medical coverage until the next year's enrollment period. If the employee loses his/her eligibility for the alternate coverage, the employee, upon submitting appropriate proof of loss of coverage, will be able to resume the City's hospitalization-medical coverage the month following completion of the applicable enrollment forms. The cash payments will cease upon the employee resuming the City's hospitalization-medical coverage.

**E. PAID PERSONAL DAYS:**

Employees covered by this Agreement shall be entitled to twenty (20) days off with pay for their personal use. Such time off must be with the approval of the department head. Such days will be credited on the first pay period in July and must be used during that fiscal year. Such days will not be paid out as a lump sum upon separation from service.

New hires will be credited with paid personal days after two months of service. The number of days credited at that time will be based on a formula of one day for every full month from the date of hire to the following June 30th.

**F. CONTINUING MEDICAL EDUCATION AND PROFESSIONAL MEETINGS:**

Members of the bargaining unit may apply to attend meetings, conferences, conventions, training sessions or seminars which are likely to increase competency or otherwise develop occupational skills. In the event that an employee wishes to attend such a meeting but has no

banked time, the department head may grant the time off, with or without pay, at his/her discretion.

Effective July 1, 1999, employees shall receive five (5) Continuing Medical Educational (CME) days per fiscal year. These days are to be used to help the employee fulfill their CME obligations and must be used during the fiscal year in which they are credited.

The Union may periodically make recommendations to the City regarding meetings where attendance by physicians is desirable and may submit the names of persons who might attend. Such recommendations will be considered in the same manner as individual applications.

G. WORKERS' COMPENSATION:

Employees covered by this Agreement shall be covered by the Michigan Workers' Disability Compensation Act.

H. 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.

I. DEFENSE AND INDEMNIFICATION OF EMPLOYEES:

Employees covered by this Agreement shall be covered by the current City policy regarding Defense and Indemnification of Employees against Damage suits, claims, etc. as set forth in Chapter 13, Article 11 of the Detroit City Code.

J. SOCIAL SECURITY:

Employees covered by this Agreement shall be covered under the terms of FICA (Social Security).

K. MILEAGE

1. Rate of Payment

When an employee covered by this Agreement is assigned to use his/her automobile to perform their job, he/she shall be paid mileage at the current IRS per mile rate, subject to change when that rate changes higher or lower. In addition, \$2.19 per day is to be paid for each day an employee is required to use his/her car for City business.

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

2. Definition of Reimbursable Mileage

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

3. Accident Payments

When an employee is involved in an accident while on City business resulting in damage to his/her automobile in excess of \$50.00, the City will pay for unrecoverable collision damage in excess of \$50.00 not to exceed \$250.00. Employees must furnish proof to their department of the time of an accident and the extent of the damages. Automobile accidents will be excluded from the City's regular small claims program.

4. In the event of an automobile breakdown during regular working hours, the time which an employee is allowed for servicing and repairing his automobile is to be determined in supplemental agreements.
5. When an employee covered by this Agreement is regularly assigned to a job which requires the use of an automobile during his normal working hours, he/she shall be required to furnish said car.
6. In order to receive mileage reimbursement an employee must actually use an automobile on City business.

L. Tuition Reimbursement

Effective July 1, 2003, the maximum amount of the tuition refund shall be as indicated below in accordance with the Tuition Refund Program policies as administered by the Human Resources Department:

1. An eligible employee will be entitled to receive a maximum of \$2,000 per fiscal year to be applied towards tuition in seeking a graduate degree from an accredited university.

2. An eligible employee will be entitled to receive a maximum of \$1,500 per fiscal year to be applied toward tuition in seeking an undergraduate degree from an accredited university.
3. An eligible employee will be entitled to receive a maximum of \$1,200 per fiscal year to be applied towards payment in participation in employee development programs.

The above amounts cannot be pyramided to permit any employee to receive more than a total amount of \$2,000 in any fiscal year.

M. Licenses and Fees:

Effective July 1, 1999, the City shall pay up to \$150 annually for Hospital Dues and up to \$495 biannually for License Fees for employees covered by this Agreement.

N. Other Fringe Benefits:

Employees covered by this Agreement shall be entitled to only those benefit provisions specifically named in this Agreement.

### **13. OTHER CONDITIONS OF EMPLOYMENT**

All physicians in the bargaining unit will be required to examine and treat scheduled patients at family primary care health centers as well as provide admission and in-patient care in a hospital of recognized standing in the City of Detroit. Within sixty days of the execution of this Agreement, any physician who is not "Board Certified" nor has current hospital privileges will be required to take the steps necessary to obtain them. Such actions shall include the filing of applications for 1) hospital privileges at two hospitals of recognized standing in the City of Detroit and approved by the Detroit Health Department, and 2) filing application and taking the next examination(s) for American Board Certification.

The parties agree that the conditions with respect to the bargaining unit shall be maintained during the term of this Agreement.

### **14. MAINTENANCE OF CONDITIONS**

Wages, hours, conditions of employment and current proper practices which are beneficial to the employees at the execution of this Agreement and the letters attached hereto shall, except as provided and improved herein, be maintained during the term of this Agreement.

## **15. SAVINGS CLAUSE**

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

## **16. DURATION, MODIFICATION, AND TERMINATION**

It is agreed by the parties that this contract shall be in full force and effect upon the effective date of its approval by the Detroit City Council and shall remain in full force and effect until 11:59 p.m. June 30, 2004. If either party desires to modify this Agreement, the other party must be given written notice at least sixty (60) days prior to the expiration of this contract.

In the event that the City and the Union fail to arrive at an agreement by the expiration date of this contract, it will remain in effect on a day-to-day basis. Either party may terminate the Agreement by giving the other party a ten (10) day written notice.




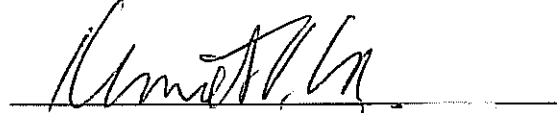
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on:

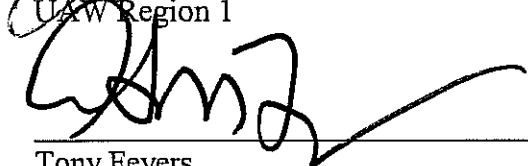
Dated This 19th Day of September, 2008

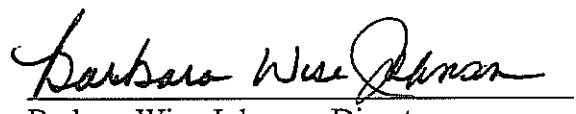
SALARIED PHYSICIAN PROFESSIONAL  
ASSOCIATION UNIT, UAW LOCAL 2200

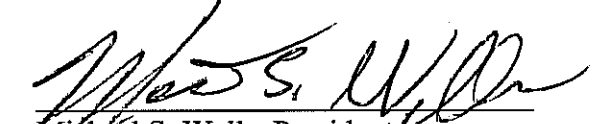
CITY OF DETROIT

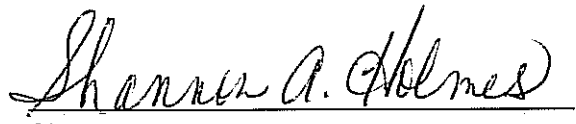
  
Joseph Peters, Region Director  
UAW Region 1

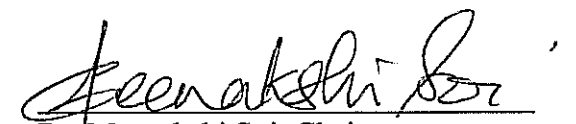
  
Kenneth V. Cockrel, Jr., Mayor

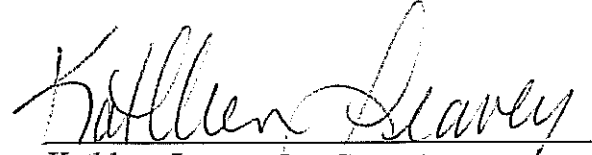
  
Tony Feyers  
International Representative  
UAW Region 1

  
Barbara Wise-Johnson, Director  
Labor Relations


  
Michael S. Wells, President  
UAW Local 2200

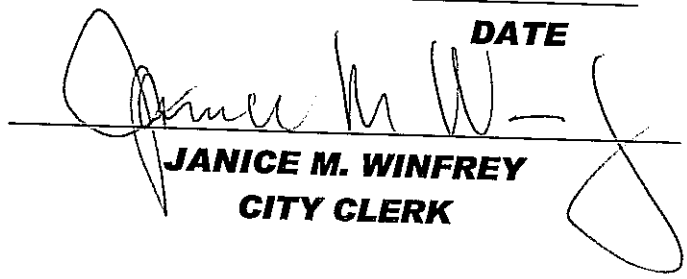
  
Shannon A. Holmes, Director  
Human Resources Department

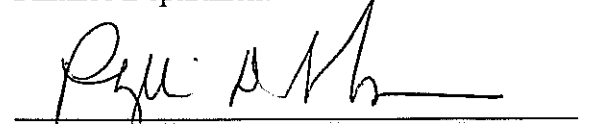
  
Dr. Meenakshi Soi, Chairperson  
Physicians in the Health Department Unit  
UAW Local 2200

  
Kathleen Leavey, Int. Corp. Counsel  
Law Department

**APPROVED AND CONFIRMED BY  
THE CITY COUNCIL** **FRIDAY JAN 23 2009**

  
Joseph Harris, CFO  
Finance Department

  
**JANICE M. WINFREY**  
**CITY CLERK**

  
Phyllis Meadows, Director  
Department of Health and Wellness Promotion

## **SCHEDULE A**

Dr. Sookja Rhim-Pak March 28, 1974

Dr. Meenakshi Soi October 10, 1977



CITY OF DETROIT  
HUMAN RESOURCES DEPARTMENT  
LABOR RELATIONS DIVISION

COLEMAN A. YOUNG  
MUNICIPAL CENTER  
2 WOODWARD AVE., SUITE 332  
DETROIT, MICHIGAN 48226  
PHONE (313) 224-3860  
FAX (313) 224-0738  
WWW.CI.DETROIT.MI.US

March 16, 2004

Mr. Tony Feyers  
UAW Region 1  
27800 George Merrelli Dr.  
Warren, Michigan 48092

RE: DPCN Physicians

Dear Mr. Feyers:

Through the course of negotiations, the parties were unable to resolve the dispute of whether or not physicians working for the Detroit Primary Care Network (DPCN) should be included in the bargaining unit and, therefore, subject to the terms of this agreement.

The City agrees that the City's and the Union's withdrawal of proposals and signing of the agreement in no way constitutes a waiver by the parties of the right to seek resolution of this issue by the Michigan Employment Relations Commission. The parties agree to waive any procedural or jurisdictional bar which might interfere with a resolution of this dispute by MERC.

Sincerely,

Barbara Wise-Johnson  
Labor Relations Director



March 16, 2004

Mr. Tony Feyers  
UAW Region 1  
27800 George Merrelli Dr.  
Warren, Michigan 48092

RE: Implementation of Changes in Working Conditions

Dear Mr. Feyers:

During the course of negotiations, the subject came up of how work schedules and the current method of compensation would be impacted by the physicians' admitting and following-up patients in hospitals. The City agrees that at the point prior to implementation of this requirement, it will bargain in good faith over the impact on employee's work schedules and changes in the method of compensation.

Sincerely,

Barbara Wise-Johnson  
Labor Relations Director



March 16, 2004

Mr. Tony Feyers  
UAW Region 1  
27800 George Merrelli Dr.  
Warren, Michigan 48092

RE: Job Security

Dear Mr. Feyers:

During the course of negotiations, the Union raised the issue of job security for current bargaining unit employees. The City has repeatedly maintained and now assures the Union that there are no plans to eliminate the bargaining unit once an agreement has been reached. Since the members of the bargaining unit play an important role in the present system of delivering health services to the community, any as yet unforeseen reductions from the present bargaining unit which may be proposed in the future will be made only on the strict basis of business necessity and in no way will be based on the fact that the doctors have organized for the purpose of collective bargaining.

Sincerely,

Barbara Wise-Johnson  
Labor Relations Director