

MASTER AGREEMENT

BETWEEN THE

CITY OF DETROIT

AND

**MICHIGAN COUNCIL 25
OF THE AMERICAN FEDERATION OF STATE COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO
(NON-SUPERVISORY BARGAINING UNIT)**

July 1, 2005 - June 30, 2008

Article Number	Page Number
Agreement	1
Purpose and Intent.....	1
1. Recognition of Union	2
2. Management Rights and Responsibilities	2
3. Union Rights	3
4. Agency Shop	3
5. Dues Check-Off.....	4
6. Service Fee Check-Off.....	5
7. Stewards, Chief Stewards, Committee and Alternates.....	5
8-A Grievance Procedure (Non-Umpire)	6
8-B. Grievance Procedure	10
9. Stipulations to the Grievance Procedure	13
10. Time Limit on Monetary Claims.....	14
11. Disciplinary Procedures	14
12. Special Conference.....	17
13. Health and Safety	18
14. Seniority	20
15. Seniority of Union Representatives.....	23
16. Reduction in Force, Lay Off, Demotion, and Recall	23
17. Unemployment Compensation Supplemental Unemployment Benefits.....	27
18. Transfer and Promotions	29
19. Contractual Work	36
20. Veterans-Reserves-Education	36
21. Maintenance of Conditions	36
22. Leaves of Absence	36
23. Funeral Leave.....	40
24. Sick Leave	41
25. Longevity Pay	42
26. Work Week, Work Day, Shift Premium	43
27. Overtime.....	45
28. Holidays and Excused Time Off.....	47
29. Unused Sick Leave on Retirement.....	50
30. Vacations	50
31. Rates For New Positions	52
32. Temporary Assignments	53
33. Jury Duty	55
34. Hospitalization, Medical, Dental and Optical Care Insurance	56
35. Workers' Compensation.....	59
36. Death Benefits and Life Insurance	61
37. Union Bulletin Board	63
38. Supplemental Agreements.....	64
39. Strikes and Lockouts	64

In Order of Appearance in the Contract

Article Number	Page Number
40. Savings Clause	64
41. Wages	65
42. Clothing and Uniform Allowances	66
43. Successor Clause	67
44. Employee Assistance Program.....	67
45. Career Development and Training	69
46. Social Security.....	69
47. Equal Employment Opportunity and Affirmative Action Statement.....	70
48. Retirement	70
49. Tuition Refund	74
50. Protection Clause.....	74
51. Confidential Employees	75
52. Modification and Termination	76

MEMORANDUM OF UNDERSTANDING:

Re: Adoption of A Cafeteria Plan.....	79
Re: Application of Terms and Conditions of the Master Agreement to Members of AFSCME Local 273, Detroit Registered Nurses Organization	80
Re: Contractual Work – Pilot Program.....	84
Re: Defense and Indemnification of Employees Against Damage Suits, Claims, Etc.	85
Re: Downtown Parking Availability; Transportation Choices to Downtown Worksites.....	86
Re: Former Community Nutrition Workers.....	87
Re: Joint Labor/Management Review of Contracting-Out Situations.....	88
Re: Joint Study Committee on Classification Questions	89
Re: Labor/Management Committees	90
Re: Local Union Presidents	92
Re: Miscellaneous.....	95
Re: National Health Care	96
Re: Precedence of Americans with Disabilities and Michigan.....	97
Re: Private Car Mileage Reimbursement	99
Re: Procedure For Elimination of the Backlog of Grievances	101
Re: Required Licenses and Renewals	103
Re: Skilled Trades.....	105
Re: Staff Representatives.....	109
Re: Supplemental Agreements with Department of Transportation Locals 214 and 312	110
Re: Supplemental Negotiations	111
Re: 2008 Negotiations	112
Re: Wastewater Solids Supply Agreement Between City of Detroit/Water & Sewerage Department and Minergy Detroit, LLC; or any Successor Company: Protecting AFSCME Bargaining Unit Members’ Employment Interests.	113

In Order of Appearance in the Contract

MEMORANDUM OF UNDERSTANDING:

Re: Wastewater Solids Supply Agreement Between City of Detroit/Water & Sewerage.....	114
Re: Welfare to Work Program	115
Re: Wage Concessions.....	116
Re: Lay-Offs During the Concession Period	119
Re: Building Trades Classifications – Department of Transportation.....	120
Re: Eligibility Standards of Driving Assignments	121
Re: Jurisdictional Disputes	122
Re: Miscellaneous Time Off Provisions	123
Re: Union’s Pay Equity Study	125

EXHIBIT:

Exhibit I – Bargaining Unit Classifications	126
Exhibit II – Health Care Plans.....	139
Exhibit III – Long Term Benefits.....	159
Exhibit IV – Holiday Schedule	165
Exhibit V - Dues Deduction/Revocation.....	167
Exhibit VI - Arbitration Panel Procedures	167

AGREEMENT

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

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

PURPOSE AND INTENT

- A. The general purpose of this Agreement is to set forth wages, hours, terms and conditions of employment for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the City of Detroit in its capacity as an Employer, the Employees, the Union, and the citizens of the City of Detroit.
- B. The parties recognize that the interest of the community and the job security of City employees are dependent upon the parties working together toward achieving the goal of customer service excellence for citizens, businesses and visitors of Detroit; and accomplishing the Employer'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.
- C. To these ends the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.
- D. It is agreed by the City and the Union that the City is legally and morally obligated to provide equality of opportunity, consideration, and treatment of all employees of the City and, accordingly, to establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all persons employed in the bargaining unit in all phases of the employment process, without regard to race, color, creed, national origin, age, political orientation, sex, sexual orientation, marital status, or disability in accordance with applicable State and Federal laws.

1. RECOGNITION OF UNION

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

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

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

- B. The City will not promote any labor group or organization which purports to engage in collective bargaining or make any agreement with any labor group or organization which would violate any rights of the Union under the Agreement.
- C. Provisional employees will not be used to replace or in lieu of Civil Service status employees in classifications in the recognized bargaining units, unless it is impossible to hire Civil Service status employees either from within or from outside the City service.

All such provisional appointments shall be in accordance with Human Resources Department Rules as adopted by the Civil Service Commission and in effect on July 1, 2005 ("July 1, 1999 Edition").

- D. Charter changes which do not affect the operational functions of represented employees shall not affect representation rights.
- E. When an operational function remains unchanged, but changes location, representation rights shall not be affected.
- F. In all other changes of operational functions the employee has the right to retain membership in the Union.

2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

Consistent with the express terms of this Agreement:

- A. The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority as set forth in the Charter and the Home Rule Act.
- B. The City reserves the right to discipline and discharge for just cause. The City shall have the right to determine reasonable schedules of work and to establish the method and processes by which such work is performed, provided they do not conflict with the terms of this Agreement. The Union shall have the right to grieve on the interpretation and application of these provisions.

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

3. UNION RIGHTS

- A. Any member shall have the right to discussion or services of his/her steward or chief steward. When such a request is made to the supervisor, permission for services or discussion shall be granted without undue delay. This right shall not be abused.
- B. Activities involving internal management of the Union such as collection of dues, assessment of other funds, membership meetings, campaign for office, distribution of literature, or conducting of membership drives may be conducted during non-working hours. However, it is agreed these activities shall not interfere with normal work operations of any department or work area of the City.

4. AGENCY SHOP

- A. Employees not members of the Union who desire membership in the recognized bargaining units shall confirm their desire to join for the duration of the Agreement by initiating their union application form and dues deduction authorization forms. Employees will be admitted to Union membership without the payment of an initiation fee providing their Union membership application is submitted within ninety (90) days of the effective date of this Agreement.
- B. Any person certified and employed with the City on/or after October 11, 1947 and is covered by this Agreement, who is not a member of aforesaid Union and does not make application for membership within ninety (90) days from the effective date of this Agreement or from the date of employment whichever is later, shall, as a condition of employment, pay to the Union each month a service fee as a contribution towards the administration of this Agreement, in an amount determined by the Union in accordance with applicable law. Such service fee shall be paid on/or after his/her ninety-first (91st) day of employment or ninety (90) days after the effective date of this Agreement, whichever is later. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the City is otherwise notified by the Union, in writing, within said thirty (30) days, and provided, that the Union shall release the employing department from fulfilling the obligation to discharge if during the thirty (30) day period following notice to the Employer from the Union, the employee pays the membership dues or service fee retroactive to the due date and confirms his/her intention to pay the required membership dues or service fee in accordance with this Agreement.
- C. Provisional employees will not be used to replace or in lieu of Civil Service status employees in classifications in the recognized bargaining units, unless it is impossible to hire Civil Service status employees either from within or from outside the City service.

- D. All deductions under this Article shall be subject to revocation by the employee who executed such assignments, upon giving a written notice to assignees and the Finance Director within the thirty (30) day period immediately prior to the expiration date of this Agreement. The Finance Director and the City Treasurer shall thereafter cease withholding any money whatsoever under such assignments.
- E. Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of the officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deduction by mail to the assignees' last known address, the City and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments (Chapter 13, Article 4, Section 4, of the Municipal Code of the City of Detroit).
- F. The Union agrees that, in the event of litigation against the City, its agents or employees arising out of this provision, it will co-defend, indemnify, and hold harmless the City, its agents or employees from any monetary award arising out of such litigation.
- G. If any provision of this Article is invalid under Federal law or the laws of the State of Michigan, said provision shall be modified to comply with the requirements of Federal or State law or shall be renegotiated for the purpose of adequate replacement.
- H. In order that each new bargaining unit member may be made familiar with the provision of this Agreement and the Departmental Supplemental Contract and his/her rights and responsibilities there under, the Employer will allow the Local Union President or, if designated, the area steward an opportunity to meet with new bargaining unit members within thirty (30) days of their arrival within the Local Union's jurisdiction. The meeting will be allowed to take place privately in an appropriate location at the worksite agreeable to management and for a reasonable period.

5. DUES CHECK-OFF

- A. The Employer agrees to deduct from the wages of any employee who is a member of this Union, all union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Exhibit V), provided, that the said form shall be executed by the employee. The written authorization for union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.
- B. Dues and initiation fees will be authorized, levied and certified in accordance with the constitution and By-Laws of the local union. Each employee and the Union hereby authorize the City to rely upon and to honor certifications by the Secretary-Treasurer of the local union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of union dues and/or initiation fees.
- C. The Employer agrees to provide this service without charge to the Union.

- D. The Dues Deduction Check-Off Card shall be presented to the bargaining unit member within thirty (30) days of his or her arrival in the employing department. If the dues deduction is stopped during the term of this Agreement because the employee left the payroll, the employing department shall have the bargaining unit member resubmit a Dues Deduction Check-Off Card on each occasion that the employee returns to the payroll.
- E. The Employer agrees to deduct from the wages of any employee who is a member of this Union a P.E.O.P.L.E. deduction as provided for in a written authorization in accordance with the standard form used by the Employer, provided that the said form shall be executed by the employee. This deduction may be revoked by the employee at any time by giving written notice to both the Finance Department and to the Union. Article 4-E, F and G shall apply to this section.

6. SERVICE FEE CHECK-OFF

- A. The Employer agrees to deduct from the wages of any employee who is not a member of the Union, all Union service fees as provided in a written authorization in accordance with the standard form used by the Employer herein (see Exhibit V), provided, that the said form shall be executed by the employee. The written authorization for service fee deduction shall remain in full force and effect during the period of this Contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this Contract. The termination notice must be given both to the Employer and to the Union.
- B. The amount of such fees will be as provided and determined by Article 4 and 5 of this Contract.
- C. The Employer agrees to provide this service without charge to the Union.
- D. The Service Fee Check-Off Card shall be presented to the bargaining unit member within thirty (30) days of his or her arrival in the employing department. If the service fee check-off is stopped during the term of this Agreement because the employee left the payroll, the employing department shall have the bargaining unit member re-submit a Service Fee Check-Off Card on each occasion the employee returns to the payroll.

7. STEWARDS, CHIEF STEWARDS, COMMITTEEPERSON, AND ALTERNATES

- A. It is mutually recognized that the principle of proportionate representation is a sound and sensible basis for determining the number of stewards and chief stewards.
- B. In each representative district, the employees on each shift in the district shall be represented by one steward or chief steward who shall be a regular employee working in that district on that shift. In the absence of either the steward or chief steward, an alternate steward or chief steward shall represent the employees in that district. The Union shall promptly notify each employing department with copy to the Human Resources Department of the names and locations of representatives selected.

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

- C. The number of stewards, chief stewards and districts shall be that number negotiated between the Local Union and the City's representatives for each department.
- D. Districts and covered classifications shall be listed in individual departmental supplemental agreements.
- E. In each department or unit, as indicated in departmental supplemental agreements, employees shall be represented by a grievance committee, as prescribed in Articles 8 and 9. In the event of the absence of a member of the grievance committee, the President shall notify the department of the temporary or permanent replacement and promptly confirm such designation in writing. Such request when reasonable will be honored.
- F. Employees working the afternoon or midnight shift who are selected to serve on the grievance committee by the local union shall bump employees on the day shift and work a regular schedule Monday through Friday, provided there is an employee in a full-time position in the same classification as the employee who has been selected to serve on the grievance committee.
- G. Officers, stewards, or designated representatives who are involved in the Grievance Procedure shall be retained in their respective shifts and respective location in work in their classification.

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

8-A GRIEVANCE PROCEDURE (NON-UMPIRE)

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

STEP 1 – SUPERVISOR LEVEL:

Any employee(s) who believes he/she has been unjustly dealt with OR THAT ANY provision of this contract Agreement has not been properly applied or interpreted may;

- A. Discuss his/her complaint with his/her supervisor with or without his/her steward or chief steward.
- B. The employee shall have the right to discuss the complaint with his/her steward or chief steward before any discussion with the supervisor.
- C. The supervision shall release the employee and the steward or chief steward to be off the job without loss of time or pay without undue delay to discuss the complaint.

- D. The parties shall discuss the complaint in a friendly and business-like manner and will make every effort to reach a satisfactory settlement at this point.
- E. In any case where the steward or chief steward is involved, the steward or chief steward, or in their absence the alternate, shall be allowed time off the job without loss of time or pay to investigate and process grievances that may arise under this Agreement.
- F. If the supervisor's answer is not acceptable to the Union, the steward, without loss of time or pay, will be granted time to consult with and submit the grievance to the chief steward.

STEP 2 – DIVISION HEAD LEVEL:

- A. If the matter is not settled in Step 1, the grievance shall be written by the chief steward and must contain:
 - 1. Name or names of employees involved in grievance, location, seniority, pension number, classification, shift and department.
 - 2. Union policy grievance.
- B. The nature of grievance complaint:
 - 1. Unjustly dealt with.
 - 2. Contract violation specifying provisions of contract violated.
 - 3. Disciplinary action.
 - 4. Others (specify)
- C. Date of Grievance.
- D. Disposition requested. Specifying in detail what must be done to correct the grievance complaint.
- E. Grievance number.
- F. The chief steward, without loss of time or pay, will be granted time to submit and review the grievance with the President or the Vice-President.
- G. All written grievances will be submitted by the Local Union President or the Vice-President to the division head or his/her designated representative.
- H. Two (2) representatives of the City, one of whom shall be the division head or his/her designated representative, the local union president, and the chief steward or the vice-president shall meet to discuss the grievance within five (5) working days after the receipt of the written grievance. (Note: An exception to the above union representation may be provided for in the Local 207/Water Supplemental Agreement.)
- I. The division head's written answer shall be presented to the Local Union President within five (5) working days after the meeting, and shall set forth the facts he/she took into account in answering the grievance.

STEP 3 – DEPARTMENT HEAD LEVEL:

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

- B. The grievance committee will consist of three (3) representatives from the local union, one of whom shall be the local union president, in accordance with Article 7-E.
- C. A grievance committee member designated by the local union president, upon request, will be allowed time off the job without loss of time or pay to investigate and process grievances without undue delay.
- D. The grievance committee may meet at a place designated by the City on the City's property for not more than one (1) hour immediately preceding a meeting at Step 3 of the grievance procedure without loss of time or pay, to review the agenda listing those grievances or other items to be discussed.
- E. A meeting between the grievance committee and three (3) representatives of the City shall take place within seven (7) working days from the date the appeal is received. Besides the above, representatives of the Labor Relations Division and Council 25 may attend.
- F. The department head or his/her designated representative will answer the grievance in writing to the president of the local union involved and Council 25 within five (5) working days from the date of the meeting at which the grievance was discussed. Management's written answer after the Third Step meeting shall briefly state the factors considered by management in its decision regarding the grievance.

STEP 4 – LABOR RELATIONS DIRECTOR LEVEL:

- A. In the event a grievance is not settled based on the Step 3 answer, it may be referred to the Pre-arbitration Panel by Council 25 within fifteen (15) working days of the answer rendered at Step 3. The Union's written appeal to the Fourth Step shall state the facts in dispute and/or reasons for dissatisfaction with management's Third Step answer.
- B. The Pre-arbitration Panel shall consist of the local union president and a representative of Council 25, not to exceed two (2) people, and representatives of the City one of whom shall be a Labor Relations Division representative, not to exceed (2) people. However, by mutual agreement in individual cases, an additional Union or City representative may attend where the parties mutually agree that such person's presence would be beneficial to resolution of the grievance.
- C. The Pre-Arbitration Panel will meet weekly if necessary. The City shall submit a written answer to Council 25 and the local union president within twenty (20) days of the Pre-arbitration Panel hearing on grievances.
- D. If the grievance is not settled at Step 4 it may be referred to arbitration (Step 5) within sixty (60) calendar days from the date of receipt of the City's answer at Step 4. All grievances not referred to Step 5, arbitration, within the prescribed time limits shall be considered settled based on the City's last answer.

STEP 5 – ARBITRATION:

Any unresolved grievances which relate to the interpretation, application or enforcement of any specific article or section of this Agreement, or any written supplementary agreement or letters

and memoranda of understanding appended to this Agreement, and which have been fully processed through the last step of the grievance procedure, may be submitted, either in accordance with Exhibit VI, Arbitration Panel Procedure, or to arbitration in strict accordance with the following:

- A. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. The parties shall meet to select an ad hoc arbitrator. If the parties are unable to agree upon an arbitrator within ten (10) working days of such notice, the party desiring arbitration shall refer the matter to the American Arbitration Association or the Federal Mediation and Conciliation Service for the selection of an impartial arbitrator and determination of the dispute. If the party desiring arbitration fails to refer the matter to the American Arbitration Association or the Federal Mediation and Conciliation Service within a reasonable time, not to exceed ninety (90) working days of the notice of intention to arbitrate, the matter shall be considered settled on the basis of the last answer to the grievance.
- B. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of this Agreement and he/she shall be without power and authority to make any decision:
 - 1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement.
 - 2. Concerning grievances appealed to the Civil Service Commission for final resolution pursuant to provisions of the City Charter or to the Mayor pursuant to applicable State Law.
 - 3. Granting any wage increases or decreases.
 - 4. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.
- C. No settlement at any stage of the grievance procedure, except an arbitration decision or umpire decision, shall be a precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceeding.
- D. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to his/her removal from the City payroll, and payments from Unemployment Insurance, Social Security Disability, Welfare, Family Independence Agency, and City funded Long Term Disability Insurance, Sickness and Accident Insurance and Automobile Accident Income Replacement Insurance. Where appropriate, the City shall reimburse those agencies and insurance funds so as to not affect the employee's equity therein.
- E. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case except by express agreement of the parties.
- F. There shall be no appeal from the arbitrator's decision if made in accordance with his/her jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the City, on the employee or employees, and on the Union.

- G. In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.
- H. The expense of the arbitrator shall be shared equally by the parties. The aggrieved, one (1) witness, and his/her local representative shall not lose pay for time off the job while attending the arbitration proceedings. Arbitration wherever possible, shall be conducted on the location where the grievance originated.
- I. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in the Contract and any supplemental agreements which are or may become part of this Agreement and which are not excluded from arbitration.
- J. In case of dispute as to whether a pre October 11, 1947, employee is excluded from the provisions of Article 4, and the matter is subsequently referred to the arbitration step of the grievance procedure, the arbitrator, upon a finding that the employee is included, shall refer the matter back to the City for collection of all amounts due, and the employee shall not be suspended, discharged or dismissed until the arbitration award has been rendered and the parties have had a reasonable time (not to exceed sixty (60) days) to comply therewith.

8-B. GRIEVANCE PROCEDURE

(Umpire System to be Used for Processing of Disciplinary Grievances)

Employee grievances stemming from disciplinary action will be processed through the third step of the grievance procedure as set out in Article 8-A. However, the third step procedure for major suspensions, suspensions pending discharge, and discharges shall be modified to allow the grievant to come in and make a presentation and respond to questions. Major suspensions, for the purposes of this provision, shall be the level or length of suspension which, according to the department's practice, immediately precedes discharge in appropriate cases. If the grievance cannot be resolved at the third step, it shall be processed further in accordance with the following steps which shall be known as the "umpire system"

NOTE: Department Directors and Local Presidents may agree, in particular cases, to allow a grievant with a suspension less than a major suspension to attend the third step meeting. Grievances on non-disciplinary matters shall continue to be processed in accordance with Article 8-A; however, by mutual agreement on individual grievances, appeal beyond the Pre-arbitration Panel level may be submitted to the Umpire System.

STEP 4 – LABOR RELATIONS DIRECTOR LEVEL:

Pre-arbitration Panel: In the event Steps 1, 2, 3 of Article 8-A fail to resolve a disciplinary grievance, the matter shall be referred to the Pre-arbitration Panel within fifteen (15) calendar days of the decision rendered at Step 3, Article 8-A. The Union's written appeal to the Pre-arbitration Panel shall state the facts in dispute and/or reasons for dissatisfaction with management's Third Step answer.

The Pre-arbitration Panel will meet weekly if necessary. The Panel shall consist of not more than two (2) representatives of the Union, one of whom shall be a Council 25 Staff Representative and not more than two (2) representatives of the City, one of whom shall be a Labor Relations Division representative. However, by mutual agreement in individual cases, an additional Union or City representative may attend where the parties mutually agree that such person's presence would be beneficial to resolution of the grievance.

Upon failure of the Panel to resolve the grievance, it may be referred to Step 5 of the umpire procedure by written request of the Union within sixty (60) calendar days of the meeting of the Pre-arbitration Panel.

STEP 5 – UMPIRE SYSTEM:

Submission to Umpire: Any unresolved grievance relating only to discipline having been processed fully through Step 4 above, may be submitted to an umpire by written request of either party in strict accordance with the following:

- A. An umpire hearing shall be scheduled upon receipt of written notice. The grievance shall be scheduled at the next available umpire hearing date. The parties agree that they must constantly endeavor to schedule hearings and resolve grievances at the earliest possible date. The parties also agree that every effort will be made to avoid the unnecessary expense and undue hardship to the grievant of canceling and postponing hearing dates. To this end the parties agree to process grievances in strict accordance to the following:
 1. The parties shall not cancel a scheduled hearing except for good cause.
 2. A canceled scheduled hearing shall be rescheduled within ninety (90) calendar days. Any further rescheduling shall only be by ruling of the Umpire after a showing of good cause.
 3. If a cancellation of a scheduled hearing results in a cancellation fee, the party causing the cancellation will be liable for the entire fee. Where the parties mutually agree to the cancellation, the costs will be shared equally.
 4. If the grievant fails to appear on a scheduled hearing date, the grievance shall be dismissed unless the grievant submits to the Union within thirty (30) calendar days, reasons in writing for his/her failure to appear. If good cause is shown, the grievance shall be rescheduled on the next available umpire date. Any dispute of good cause shall be resolved by the Umpire.
- B. Within thirty (30) calendar days after the execution of this Agreement, the parties shall convene and select four (4) disinterested persons qualified in labor-management relations to serve, as permanent umpires. The umpires shall be listed alphabetically, and they shall be selected on a rotating basis to hear cases.
- C. If at any time either party desires to terminate the services of an umpire, it shall give notice in writing to that effect to the other party, specifying the date of termination. The parties shall then send a joint written notice to the umpire of his/her termination. Neither party may terminate the services of an umpire unless he/she has heard at least one (1) case.

- D. Once the umpire has received written notice that his/her services are terminated he/she shall not hear any further cases. However, he/she shall render decisions on all cases that he/she has heard prior to receiving such notice.
- E. The umpire shall limit his/her decision strictly to the interpretation, application or enforcement of this Agreement and he/she shall be without power and authority to make any decision:
 - 1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement.
 - 2. Concerning grievances appealed to the Civil Service Commission for final resolution pursuant to provisions of the City Charter or to the Mayor pursuant to applicable State Law.
 - 3. Granting any wage increases or decreases.
 - 4. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.
- F. No settlement at any stage of the grievance, except an arbitration decision or umpire decision, shall be a precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceeding.
- G. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to his/her removal from the City payroll, and payments from Unemployment Insurance, Social Security Disability, Welfare, Family Independence Agency, and City funded Long Term Disability Insurance, Sickness and Accident Insurance and Automobile Accident Income Replacement Insurance. Where appropriate, the City shall reimburse those agencies and insurance funds so as to not affect the employee's equity therein.
- H. The decision of the umpire in a case shall not require retroactive wage adjustment in another case except by express agreement of the parties.
- I. There shall be no appeal from the umpire's decision if made in accordance with his/her jurisdiction and authority under this Agreement. The umpire's decision shall be final and binding on the City, on the employee or employees, and on the Union.
- J. In the event a case is appealed to an umpire and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.
- K. The expense of the umpire shall be shared equally by the parties. The aggrieved, one (1) witness, and his/her local representative shall not lose pay for time off the job while attending the arbitration proceedings. Arbitration wherever possible, shall be conducted on the location where the grievance originated.

9. STIPULATIONS TO THE GRIEVANCE PROCEDURE

- A. All grievance settlements shall be in accordance with the terms and spirit of this Agreement.
- B. Any grievance under this Agreement which is not filed in writing within twenty (20) working days after the grievance arises shall not be considered a grievance.
- C. Any grievance not appealed in writing from a decision at Step 2 to Step 3 within five (5) working days or from a decision at Step 3 to Step 4 within fifteen (15) working days shall be considered settled on the basis of the last answer to the grievance.
- D. The time elements in the first four (4) steps of the grievance procedure may be shortened or extended, steps can be eliminated or the grievance initiated at an advanced step by mutual agreement.
- E. In areas where the grievance structure provides for a chief steward rather than a steward, the chief steward will be called at Step 1 of the grievance procedure.

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

- F. "Working Days" as used in the grievance procedure, shall include Monday through Friday and exclude Saturdays, Sundays, and Holidays.
- G. The Union may withdraw a grievance without prejudice at any step of the grievance procedure. If a grievance is not scheduled or answered by management within the prescribed time limits, the Union shall move the grievance to the next step of the grievance procedure. The appeal will be considered timely if filed at the next step within sixty (60) calendar days of the date that management was required to answer. However, if management submits a written answer subsequent to the date when the answer was due, the limits on appealing to the next step stated in paragraph C shall apply beginning as of the date of the answer. Grievances appealed to the next step of the procedure shall be scheduled and answered within the prescribed time limits.

Grievances not scheduled or answered within the prescribed time limits shall not be referred back to a prior step in the grievance procedure.

- H. In local unions representing employees in more than one department the Local Union President, who shall be the chairperson of the grievance committee, will be allowed to attend grievance hearings in any department under his/her local union jurisdiction at the second and third steps of the grievance procedure. The other members of the grievance committee shall be from the department in which the grievance originates; provided that, the foregoing will not interfere with any mutually satisfactory local practice now in effect.
- I. The parties agree that exchanging, pertinent information regarding a grievance is beneficial to both parties in attempting to resolve the grievance.

The Union shall be advised of the factors considered in the imposition of discipline and shall have the right to request copies of available written documents or statements pertaining thereto. If the Union requests information regarding a grievance from an employee's personnel file, the Union must present written authorization from the employee to release the information. Management shall be advised of the basis of the grievance and have the right to request copies of available written information or statements pertaining thereto and which the Union proposes to present in support of the grievance.

It is agreed that any information requested in accordance with the above provisions which is not made available to the other party shall not be admissible as evidence in any arbitration hearing provided that a written request has been made to the appropriate Local Union President or Departmental Representative.

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

10. TIME LIMIT ON MONETARY CLAIMS

- A. The City shall not be required to pay back wages more than five (5) working days prior to the date a written grievance is filed except, in cases of extenuating circumstances which prevented the timely filing of a grievance, the limit shall be increased to fifteen (15) working days.
- B. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to his/her removal from the City payroll, and payments from Unemployment Insurance, Social Security Disability, Welfare, Aid to Dependent Children, and City funded Long Term Disability Insurance, Sickness and Accident Insurance and Automobile Accident Income Replacement Insurance. Where appropriate, the City shall reimburse those agencies and insurance funds so as to not affect the employee's equity therein.
- C. In the case of a pay shortage in which the employee would not have been aware before receiving his pay, any adjustment made shall be retroactive to the beginning of the pay period covered by such pay, if a grievance is filed within the twenty (20) working days within receipt of such paycheck.

11. DISCIPLINARY PROCEDURES

- A. The City and the Union agree that all disciplinary action taken against an employee shall be for just cause and subscribe to the general philosophy that the primary purpose of disciplinary action is to correct employee behavior or conduct, that the disciplinary action procedure should be progressive in nature, and that selection of discipline in any specific case should be appropriate based on the circumstances of the offense and the employee. The issuance of disciplinary action shall take place in a timely manner. Any dispute regarding the timeliness of the discipline shall be resolved by the Umpire.

- B. **NOTIFICATION REQUIREMENTS:** Notification shall be given to the appropriate union representative of any disciplinary action taken against any member which may result in any official entries being added to the employee's personnel file. Both employee and the Union representative shall be given a copy of such official entry.

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

When the department has decided to issue discipline, the employee will be allowed adequate time and an available area to discuss the discipline with his/her steward, or in the absence of a steward an appropriate union representative. In the case of a suspension or discharge this discussion will take place prior to the employee leaving City property. Upon request the management representative who is present and issuing the action will discuss the disciplinary action with the employee and his/her steward. Exceptions to this procedure would be in situations where the suspended or discharged employee is absent without leave, or the parties agree that such discussion would not be beneficial at this time.

In the case of an oral reprimand, a notation by date and subject only shall be placed in the employee's personnel file.

- C. The Union may request and management may agree to hold the imposition of disciplinary action in abeyance until after the scheduled date for a Third Step meeting to discuss the matter. This request must be made by the union representative at the time management has decided that discipline is to be issued (see Section B above). If for some reason the scheduled Third Step is postponed and unable to be conducted within a reasonable period of time, management may impose the penalty. This provision shall not apply in cases of absence without leave, insubordination, threats or acts of violence or other disruptive behavior. It also does not apply to instances of suspension pending discharge or discharge. Any additional action(s) by the employee warranting additional discipline in the interim shall be cause for immediate imposition of all pending discipline.
- D. **APPEAL PROCEDURES:** All disciplinary actions shall be subject to the grievance procedure. Grievances involving oral or written reprimands shall be filed in accordance with Step 1 of Article 8-A, and may be processed through the Umpire System.

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

Note: It shall be the responsibility of the grievant to keep the Union and City informed of his/her mailing address and telephone number(s) at which he/she may be reached for purposes of notification. Certified mail to the address of record shall constitute proper notification to the grievant.

- E. Should it be necessary to reprimand an employee, management will attempt to administer such reprimand so as not to unduly cause embarrassment to the employee.
- F. Once disciplinary action has been taken against an employee by an authorized management representative, such disciplinary action on the particular charge cannot be increased in severity. Any subsequent adjustment of the discipline shall be made only by mutual agreement in settlement of the dispute.
- G. During investigation, an employee shall have the right to request to have his/her steward present if the employee reasonably believes that his/her statements may lead to disciplinary action. Before an employee is required to make any statements pertaining to his/her possible misconduct, the employee shall have the opportunity to discuss the matter first with his/her steward.
- H. **PERSONNEL RECORDS:** All employees within the bargaining unit shall have the right to review his/her personnel record every six (6) months if requested by the employee in writing. Such requests shall be granted within five (5) working days of receipt of the written request and shall be scheduled during regular business hours. This review may be with the presence of the employee's steward if requested by the employee.

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

- I. **USE OF PAST RECORD:** In imposing any discipline on a current charge or in evaluating an employee for promotion or transfer, management will not take into account any prior infractions or disciplinary action taken which occurred more than fourteen (14) months previously.
- J. **GUIDELINES FOR ADMINISTRATION OF A CORRECTIVE DISCIPLINE PROGRAM:**
 - 1. Disciplinary action may be imposed for an employee's failure to fulfill his/her job responsibilities or for improper conduct connected with the individual's employment. Grounds for disciplinary action generally fall into five (5) basic categories.
 - a. Attendance Problems
 - b. Insubordination
 - c. Unsatisfactory Work Performance
 - d. Misconduct on the Job
 - e. Certain Instances of Misconduct Off the Job

In general, acts committed while off duty will not be grounds for disciplinary action, unless the results of such acts significantly impair the ability of the employee to perform his/her work, adversely affect the operations of the employing department or bring City service into public disrepute.

- 2. Discipline is intended to be corrective and should follow a series of progressive steps to change the employee's unacceptable conduct or behavior.
- 3. Following is a series of progressive steps which will serve in the majority of cases:
 - a. Oral Reprimand(s)

- b. Written Reprimand(s)
- c. Suspension(s)
- d. Discharge

These steps should give the employee notice that continued unacceptable conduct or behavior will result in more serious disciplinary action.

In cases of more serious offenses, the first disciplinary action taken may begin with the written or suspension step; and, for the most serious offenses, it may be appropriate to impose serious suspension and/or discharge the employee on the first occasion of improper conduct without prior discipline.

- 4. Disciplinary action should be appropriate and take into account both the offense and the employee.

Factors which should be considered in imposing discipline in each case are:

- a. The seriousness and circumstances of the particular offense.
 - b. The employment history of the employee involved including length of service.
 - c. The recency and nature of prior disciplinary action taken with respect to the employee.
 - d. Prior departmental action in comparable stipulations.
- 5. Any published departmental standards or rules governing employee conduct or expected work performance should be fairly and consistently applied.

Note: Within twenty (20) calendar days following the effective date of this Agreement, representatives of Council 25 shall be provided with copies of the standard work rules. Within ninety (90) calendar days after receipt of such copies, Council 25 shall have the opportunity to review and discuss with management these standards and rules currently in effect in the various City departments.

12. SPECIAL CONFERENCE

- A. Special Conferences for important matters including problems of health and safety and periodic discussions of substantial issues which are of concern to Union members will be arranged between the Local Union President and the Department Head or his/her designated representative upon the request of either party. Such meeting shall be between no more than four (4) and at least two (2) representatives of the department, and no more than four (4) and at least two (2) representatives of the Union, one of whom shall be the Local Union President. In addition to the above, a staff representative of Council 25, and/or a representative of the Labor Relations Division may attend.

Whenever the Local Union President requests three representatives to be released from a given work activity to attend a special conference, the department may limit the release of union representatives to two (2) if the absence of the third representative would have an adverse effect on departmental operations.

- B. Arrangements for such Special Conferences shall be made in advance and an Agenda of the matters to be taken up at the meeting shall be presented at the time the Conference is requested. Matters taken up in Special Conferences shall be confined to those included in the Agenda. Such Conferences shall be held within seven (7) calendar days after the request is made, unless extended by mutual agreement of the parties.
- C. Conferences shall be held between the hours of 9:00 a.m. and 3:00 p.m. or at other mutually agreeable times. Any alleged abuse in scheduling shall be a proper subject for Special Conference with the Labor Relations Director or his/her designated representative. The members of the Union shall not lose time or pay for time spent in such Special Conferences.
- D. If an employee on afternoons or midnights is requested to attend a Special Conference, the department shall rearrange the employee's schedule of work so that the Special Conference shall be included as part of the employee's work schedule for that day.
- E. The Union representatives may meet at a place designated by the City on the City's property for not more than one (1) hour immediately preceding a meeting with the representatives of the City for which a written request has been made.
- F. On certain matters that concern employees of more than one department or more than one local union within a department, conferences will be arranged between the official representative of Michigan Council 25 and the City's Labor Relations Division.
- G. The Employer will submit to the Union a written position statement on the matters taken up in Special Conference that were mutually agreed upon by the parties before the Conference adjourns.
- H. In areas where the parties failed to agree, the Employer will submit a written position statement to the Union within ten (10) calendar days.
- I. Special Conference is intended to resolve problems between the parties and avoid situations which may give rise to grievances. It is not intended to be a substitute for initiation of individual grievances. However, on policy matters, if the Union does not receive an answer within the above time limit or the Employer's answer does not resolve the disputes between the parties, the Union may submit a grievance citing the alleged contract violations. Such grievance shall be filed at the fourth step of the grievance procedure with copies to the departments involved. If the specific subject of the grievance was not fully discussed at the Special Conference, management may refer the matter back to the third step for further discussion.

13. HEALTH AND SAFETY

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

- A. Complaint Procedure:

1. It shall be the responsibility of the employee to report any unsafe operation to his/her immediate supervisor.
 2. If the employee's complaint is not satisfied he/she shall notify the local steward who shall meet and discuss the complaint with the supervisor without undue delay.
 3. If the complaint cannot be resolved, the matter shall then be referred promptly in writing to the Joint Local Safety Committee.
 4. If the matter cannot be resolved by the Joint Local Safety Committee, it shall become a proper subject for the grievance procedure starting at Step 3 of Article 8-A.
 5. Following report of the alleged unsafe operation to the supervisor and during investigation by the Joint Local Safety Committee, the employee may be reassigned to other available work pending evaluation.
- B. A joint local committee on health and safety, hereinafter referred to as Local Safety Committee, will be established in each department and will consist of a Management Safety representative and the Local Union President, except for Local 207-Water, wherein the union's representative will be established in accordance with the Department's Supplemental Agreement. The Local Committees shall:
1. Meet bi-monthly or at other agreeable times and places to discuss the health and safety conditions within the department and review accident reports and departmental safety programs.
 2. Meet at such other times as needed to; promptly investigate major accidents; when advance notice is given, accompany Federal, State, or Local health and safety professionals on inspection tours; investigate complaints by employees concerning health and safety.
 3. Review and make recommendations concerning rules for the use, issuance, recovery and replacement of all safety material and equipment.
 4. Submit in writing to the Central Safety Committee reports and recommendations for improving safety programs, equipment, tests, etc.
- C. A Joint Central Committee on Health and Safety, hereinafter referred to as the Central Safety Committee, will be established and will consist of two (2) staff representatives appointed by Council 25, and two (2) City representatives appointed by the Labor Relations Director, one (1) of which shall be a representative of the Risk Management Division of the Finance Department. This committee shall:
1. Meet bimonthly or at other mutually agreeable times and places to review the City's safety and health programs and make recommendations.
 2. Review and analyze Federal, State or Local standards or regulations which affect the City's health and safety programs.
 3. Review problems concerning health and safety and make recommendations regarding any protective equipment, devices or clothing, physical examinations or other tests

deemed necessary. The recommendations shall be supported in each instance by reference to: Federal, State, or Local safety standards or regulations; letters or opinions from experts in the field of health and safety or occupational health; related illness, injury and accident reports, or other similar data. The recommendations under this section shall also include where possible, specific technical information on the equipment or tests needed, their number, frequency of application, etc.

4. Receive and deal with matters referred to them by local safety committees.
- D. All protective equipment and devices, physical examination or other tests required by the Employer shall be provided at no cost to the employee.
 - E. The City shall act in compliance with Federal, State and Local legislation relating to use or storage of hazardous materials and incidence of contagious disease in the work place. The Local Union President will be informed of any testing of employees or precautionary steps taken because of exposure to hazardous materials or a contagious disease which has occurred within the worksite where members of his/her local are employed.

14. SENIORITY

- A. **SENIORITY** is hereby defined as the length of continuous service beginning on the date of legal certification to a position in the classified service of the City of Detroit, or the date of induction into such classified service as provided by law. Effective July 1, 1983, new employees who are certified for employment but not hired within fifteen (15) calendar days of such certification shall have their date of hire recorded as their date of seniority and certification. Seniority, as defined above and in accordance with Human Resources Department Rules incorporated herein by reference, is established to serve as a basis for determining employee seniority rights provided for in this Agreement including the order of demotion or lay off in the event of a reduction in force and the reemployment rights of employees. Note: Seniority is not the same as "service time" as utilized for the various economic benefit provisions.

Effective July 1, 1980, the 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.

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

Note: Seniority is not the same as "service time" as utilized for the various economic benefit provisions.

1. Service in the Armed Forces of the United States up to four (4) years, or five (5) years if requested by the Government as provided under Federal law.
2. Absence from work due to injuries compensated for under the Workers' Compensation Act of the State of Michigan.
3. Duty-disability retirement.

4. Appointment or election to an exempt non-classified position of the City of Detroit.
5. Lay off as a result of a reduction in force for a period not exceeding four (4) years.
6. Leave of absence to serve in a qualifying employee labor organization for the term of said employment.
7. Leaves of absence for Peace Corps service up to two (2) years.
8. Other approved leaves of absence for a period not exceeding one (1) year.
9. Non-duty disability retirement for a period not exceeding one (1) year.

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

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

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

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

1. In the case of the seasonal or temporary employee, for each twelve (12) month period of employment in which the employee worked six (6) months or less, six (6) months shall be deducted from the length of continuous employment.
2. In the case of the part-time employee, for each period of employment in which the employee worked on a half-time or less basis, the employee shall be awarded one-half seniority credit and the length of continuous employment adjusted accordingly.

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

E. RESOLVING TIES IN SENIORITY:

1. Where two or more persons have the same seniority date, the employee with the highest standing (examination rating) on the eligible register from which the employees were certified shall be deemed as having the greater seniority. In the event of identical examination ratings, the employee with the earliest examination date shall be deemed as having the greater seniority. In the further event of identical examination dates, the employee who first submitted his/her employment application (as measured by the examination number) shall be deemed as having the greater seniority.
2. In the case of inducted employees with the same seniority date, employees will be ranked in accordance with their length of continuous service in the department, agency or activity in which they were employed when inducted into the classified service. Insofar as possible to determine, such continuous service shall include any adjustments in accordance with procedures outlined in this Article.
3. Notwithstanding the above, in all cases of identical seniority dates, persons entitled to preference under the Michigan Veteran's Preference Act shall be deemed as having greater seniority than those employees without such preference.

F. PROBATIONARY EMPLOYEES: New employees hired by the City and others initially placed into the bargaining unit shall be considered as probationary employees for the first three (3) months of their employment except as provided below. This probationary period can be extended for up to an additional three (3) months after prior notice and discussion with the union. The reason(s) for the extension will be given in writing to the employee and the Local Union President.

Any employee hired or placed into the bargaining unit in the following classifications or series shall serve a six (6) month probation period: Inspectors in the Building and Safety Engineering Department, Community Nutrition Assistants, and Licensed Practical Nurses, and all other classifications which require a Four (4) year college degree as a minimum entrance requirement.

Any employee hired or placed into the bargaining unit in the following classifications or series shall serve a six (6) month probation period: Apprentices, Junior Community Services Assistants, Community Services Assistants, Senior Community Services Assistants, Registered Nurses, Sanitarians, and Social Workers, and all other classifications which require a four (4) year college degree as a minimum entrance requirement. This probationary period may be extended for any additional period up to three (3) months after prior notice and discussion with the Local Union President. The reasons for the extension will be given in writing to the employee and the Local Union President.

The Union shall represent probationary employees for the purpose of collective bargaining in respects to rates of pay, wages, hours of employment and other conditions of employment except separation from City service or reversion to the formerly held title for reasons other than union activities. For probationary employees with prior City service, the

Union shall represent such employees when a department issues a suspension or discharge for cause instead of taking action to revert the employee to his/her prior status.

- G. **SENIORITY LISTS:** The City will furnish to each Local Union and Michigan Council 25 quarterly, a seniority list and a separation list showing each employee's name, address, department, classification, pension number, social security number, and total City seniority date. This information shall be organized in a format mutually agreeable to Council 25 and the City. These computer generated lists will be based on official Human Resources Department documents which have been approved and processed as of the date submitted. Any questions concerning this information or alleged errors should be submitted to the Administrative Services Division of the Human Resources Department.

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

15. SENIORITY OF UNION REPRESENTATIVES

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

- A. work in their classification in their representative unit,
- B. work in any lower class in their series in their representative unit,
- C. work in a classification which they formerly held in their representative unit,
- D. work in a lesser class in the representative unit in which he/she can do the job, and
- E. if laid off, shall be recalled first whenever there is work in any such class in the representative unit from which they are laid off.

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

Should a union representative lose his/her office, the former union representative shall be subject to displacement by employees with greater seniority and who have been laid off or demoted as a result of reductions in force made prior to the loss of office.

Upon written notice from the Local Union President to the Employment Certification Division of the Human Resources Department that such loss of office has occurred, the City shall have thirty (30) days to investigate and make any required displacements.

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

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

- B. **NOTICE TO THE UNION:** The Union shall receive notice of any reduction in force affecting members of the bargaining unit. Where possible, the City shall give the Union thirty (30) days advance notice prior to issuance of any layoffs to allow the Union an opportunity to meet with the City to discuss the circumstances of the reduction. Such advance notice to the Union shall be given to Council 25 and the President(s) of the local Union(s) affected.
- C. **ORDER OF REMOVAL:** Reduction in force shall be by job classification in a City department. Within the department, the following categories of employees in the class shall be removed first in the following order.
1. Provisionally-hired employees.
 2. Newly-hired employees who have not completed the probationary period.
 3. Employees hired on a seasonal, temporary or other limited term basis.
 4. Seniority employees who have recently been promoted into the class and have not completed the required trial period, and employees promoted to the class on a limited-term basis. Such employees shall revert to the classification in the department from which they were promoted.
 5. Seniority employees who are in the class on a permanent basis and have completed the required trial period. Such employees shall be removed from the class in accordance with their total City seniority and have those displacement rights described below.
- D. **DEPARTMENTAL DISPLACEMENT RIGHTS:** Permanent seniority employees who are being removed from a given class shall have the following optional displacement rights in their department:
1. To displace the least seniority employee in a lower class in the same occupational series.
 2. To displace the least seniority employee in some other classification which the senior employee previously held.
- In addition, employees who are unable to displace lesser seniority employees in their department may be transferred or demoted to other available vacant positions in the department for which they are adjudged to be qualified.
- Those employees who are unable to displace lesser seniority employees or are status-changed to other available vacancies in the department shall be laid off by issuance of a layoff notice from their department. Such laid off employees shall then have those City-wide displacement rights described below.
- Employees who have an opportunity to displace a lesser seniority employee in the next lower class in their occupational series, but elect not to exercise such displacement rights and request to be laid off instead, shall not be eligible for these City-wide displacement rights. However, such employees will have those recall, reemployment and restoration rights set forth in Section F.
- E. **CITY-WIDE DISPLACEMENT RIGHTS:** Permanent seniority employees laid off from a department or demoted to a lower classification due to reduction in force shall have the following displacement rights on a City-wide basis:

1. To displace provisional hires, probationary employees and limited term employees in the laid-off class in any other City department in that order.
2. If the employee was laid off, to displace the least seniority employee in the laid-off class in any other City department; and, if there are no lesser seniority employees in the class, to displace the least seniority employee in a lower class in the same occupational series, provided the employee has one or more years of seniority.
3. If the employee was demoted to a lower class, to displace the least seniority employee in the class from which he/she was demoted in any other City department, provided the employee has one or more years of seniority.

Such displacement across departmental lines shall coincide with the effective date of the layoff of the employees having such displacement rights, if possible, but, in any event shall be implemented within sixty (60) calendar days of the layoff date. Where two or more laid-off employees have City-wide displacement rights, employees will be given a choice of available displacement opportunities in their class, in order of their seniority. However, employees who do not report for displacement as instructed will waive this right.

F. **EMPLOYEE RECALL, REEMPLOYMENT AND RESTORATION RIGHTS:**

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

Such employees with more than five (5) years seniority will also be placed on recall lists for all other job titles for which they previously acquired seniority.

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

Information concerning recall lists for classifications covered by this Agreement shall be made available to Council 25 and Local Presidents.

2. In addition to the recall rights described above, the City shall implement policies and practices for reemployment of laid off employees in available vacancies in other classes for which laid off employees are qualified. These policies and practices shall include the following:
 - a. Laid off employees shall be placed on preferred eligible lists for all classes in which they acquired seniority. Employees will be offered employment from such lists to available vacancies in these classes in order of their total City seniority.
 - b. In the absence of a recall or preferred eligible list for a given class, laid off employees on existing lists may be offered placement to available vacancies in the given class. Use of such alternate lists to fill available vacancies shall be based on comparable or equivalent entrance requirements for the class.

3. Persons laid off and separated from City employment as a result of a reduction in force shall continue to have the above recall, reemployment, and restoration rights for a period of four (4) years from the last date of separation from City employment.
- G. **OTHER BARGAINING UNITS:** It is not the intent of this Article to prevent employees in one bargaining unit from exercising displacement, recall and reemployment rights to positions in other bargaining units based on seniority as defined in this Agreement; provided, however, that in order for members of another bargaining unit to displace members of this bargaining unit, the other bargaining unit must have a labor agreement which would allow members of this bargaining unit to displace lesser seniority employees in the other bargaining unit and to be offered recall and reemployment to available positions in the other bargaining unit.
- H. **MULTIPLE TITLES:** In determining an employee's rights under this Article, an employee can have permanent seniority in only one (1) class at a time. An employee who carries a multiple title shall be treated as having permanent seniority in the lowest part of his/her multiple title.

Exceptions to this general rule would be where the employee previously held a higher part of the multiple title on a single title basis, or where the parties agree that the employee's permanent seniority should be in a higher part of the multiple title based on the employee's nature and history of employment. Such agreement must be in effect no later than ninety (90) days prior to the announcement of a reduction in force.

- I. **NOTICE REQUIREMENTS:** A representative of the department shall meet with the Local Union President to discuss the circumstances of the department's reduction in force. This meeting shall occur prior to the issuance of lay-off and displacement notices.
1. Employees to be laid off from a department shall receive notice of layoff no less than two (2) calendar weeks prior to the effective date of the separation. A union representative will be permitted to attend the notification meeting. A copy of such notice will be sent to the Local Union President.
 2. Employees displaced as a result of a reduction in force, including those displaced and laid off as a result of City-wide displacements, shall receive notice of displacement and/or layoff no less than one (1) calendar week prior to the demotion or separation. A union representative will be permitted to attend the notification meeting. A copy of such notice shall be sent to the Local Union President.
 3. Notice of recall or offer of reemployment to laid off employees shall be sent by certified mail to the person's last address of record. It shall be the responsibility of the laid off employee to notify the Human Resources Department immediately of any change of address. Failure of the laid off employee to respond to the notice of recall or reemployment within ten (10) working days shall be considered a voluntary quit unless good cause for the employee's failure to respond is shown.
 4. Exceptions to the above notice requirements shall be allowed in individual cases where the failure to give timely notice resulted from error or unforeseen circumstances beyond the control of management.

- J. **PROCEDURAL ASPECTS:** Unless otherwise provided for, the procedure for the administration of the provisions of this article shall be in accordance with Human Resources Department Rules as adopted by the Civil Service Commission in effect on July 1, 1994. No substantive provision of this Article, however, shall be varied by any contrary or conflicting Human Resources Department Rules. Any dispute concerning reduction in force, recall or reemployment procedures shall be a proper subject for Special Conference between the parties.
- K. **DISCONTINUANCE OF ENTIRE OPERATIONS:** When operations are discontinued, employees affected will be given available work in the City in accordance with the Reduction in Force Article of this Agreement.

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

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

17. UNEMPLOYMENT COMPENSATION SUPPLEMENTAL UNEMPLOYMENT BENEFITS

- A. **UNEMPLOYMENT COMPENSATION:** Employees covered by this Agreement shall receive unemployment benefits in accordance with the unemployment insurance plan administered by the Michigan Employment Security Commission under the Michigan Employment Security Act.
- B. **SUPPLEMENTAL, UNEMPLOYMENT PLAN:** Subject to all of the following rules and qualifications, employees shall be entitled to Supplemental Unemployment Benefits (S.U.B).
- C. **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. Eligibility for Supplemental Unemployment Benefits: 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 30 consecutive calendar days; 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 applications 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 forty-five (\$45) dollars.

Section 5. Duration of Supplemental Benefit: An eligible applicant shall be entitled to one (1) week of S.U.B. for every month of total City seniority, not to exceed in any case a maximum of twenty-six (26) weeks duration for any continuous layoff.

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

18. TRANSFER AND PROMOTIONS

A. GENERAL PROVISION:

1. In accordance with the provisions of this Article, the order of filling vacancies in a classification in the bargaining unit covered by this Agreement shall be as follows:
 - a. Transfers in grade within the department.
 - b. Promotions within the department (subject to the recall rights of laid off employees).

If a vacancy cannot be filled from within the department, the department may take steps to fill the vacancy from outside the department.

2. Where a status change has been submitted proposing to transfer-promote a bargaining unit member to an available vacancy in another department, the current employing department must approve or disapprove the proposed transfer-promotion within fifteen (15) working days. Any disapproval must be for substantial reasons. Upon approval of the status change by the Human Resources Department, the employee shall be released to accept the transfer-promotion within thirty (30) calendar days.
3. Members of the bargaining unit shall be given consideration for promotional opportunities in their occupational series which are outside the bargaining unit in accordance with departmental practices or as provided for in departmental

supplementals. Factors to be considered in promotional decisions shall include experience, work performance, demonstrated abilities and seniority.

4. Deviations from the procedures provided in this Article for filling vacancies in the bargaining unit shall be permitted by mutual agreement of the parties where such action (demotion or lateral move) is consistent with the provisions of the Americans with Disabilities Act (ADA) or to facilitate the return to work of persons disabled as a result of illness or injury.

B. TRANSFERS WITHIN THE DEPARTMENT:

Employees shall have the opportunity to request transfers within classification to other locations or shifts in anticipation of future vacancies. When an opening has been declared to exist, an employee who has filed a written request on a form provided by the Employer shall be granted the transfer to that location or shift provided the following has been complied with:

1. A properly prepared transfer form has been completed and filed with the department human resources office:
 - a. Any request filled out incorrectly or incompletely shall be returned to the employee for correction.
 - b. The transfer request form will be distributed as follows:
 - (1) A copy to the Department.
 - (2) A copy to the Local Union President.
 - (3) A copy to the Employee.
2. Where more than one employee has requested transfer to that location or shift, the transfer will be made according to seniority.
3. Once action has been taken by the department in implementing the request for transfer, an individual will not be allowed to change his/her mind. If a proper cancellation form has been received prior to action on the request on file, it will be honored.
4. Once the transfer request has been honored, the employee will be required to remain at the new location or shift for a period of six (6) months before another transfer request will be honored.
5. All transfer requests will be kept on file for one (1) year. If not acted upon they will be voided and returned to the employee. A new transfer request to that location or shift may then be submitted.
6. Temporary vacancies as defined in Article 32 – Temporary Assignments, will not be subject to transfer request.

Note: Disputes that arise as a result of transfer requests shall be brought directly to Step 3 of the grievance procedure.

C. PROMOTIONS WITHIN THE DEPARTMENT:

1. Promotional opportunities to current and/or anticipated future permanent vacancies shall be posted throughout the department for a period of ten (10) working days so that interested persons shall have the opportunity to make application. Such postings shall include a description of the qualifications necessary for promotion to the classification.
2. The qualifications of those applying shall be evaluated by the Human Resources Department. The factors used in evaluating applicants for promotion shall include the following:
 - a. Education, training and experience as applied to the requirements of the classification.
 - b. Past work performance and work habits.
 - c. Written and/or demonstration test relevant to the classification.

Note: Where the promotional opportunity is to a higher level position in an occupational series requiring specific education, training and experience as set out in the job specification for the classification, the Human Resources Department may waive the written and/or demonstration test for all applicants. Applicants will be evaluated on the non-test parts of the examination.

To be adjudged qualified for promotion to the class, the applicant must receive a satisfactory rating on each part of the evaluation. Those persons who are adjudged not qualified for promotion at this time based on the non-test parts of the evaluation will be so advised. At their request, such persons will be permitted to take the written or demonstration test, and if they pass, the results shall be used for subsequent postings.

Applicants who previously passed the written or demonstration test parts of the evaluation will not have to retake such tests on subsequent postings but must re-apply and be re-evaluated on the non-test factors.

All candidates who are adjudged qualified for the promotional opportunity will be placed on an eligibility list in accordance with their seniority.

3. The most senior person on the eligible list will be given the first promotional opportunity. If the most senior employee is denied the promotional opportunity, the reasons will be given in writing to the employee with a copy to the Local President. Such denial must be for substantial reasons. The promoted employee will receive the rate for the class to which he/she is promoted.

If the most senior person is off work due to illness or injury, he/she will be requested to present current medical documentation including the expected date of his/her return to active employment. If this documentation substantiates that he/she will be able to return to work within sixty (60) days, the promotional opportunity will be held in abeyance. In the interim period, the department may temporarily fill the position on an out-of-class basis in accordance with the provisions of Article 32. In all situations where the most senior employee is not able to return to work and perform the essential duties of the position within the sixty (60) day period, the next person on the eligible list will be offered the promotional opportunity. The unavailable employee's name will remain on the eligible list in accordance with his/her seniority.

Seasonal Workers: Bargaining unit members who were on promotional lists for a department prior to their seasonal layoffs shall remain on such promotional lists and

will be eligible for promotion in accordance with their City seniority from such lists while on seasonal layoff and after rehire for the following season in the same or other City department.

4. Promotional lists shall remain in effect for a period of one (1) year from the date of adoption. Upon adoption, a copy of the promotional list will be furnished by the human resources representative to the Local President.

5. **Trial Periods:**

- a. Unless otherwise specified below, employees promoted from established lists shall serve a three (3) month trial period except where a three (3) month extension is requested by the Employer after discussion with the Union.
- b. Employees promoted from established lists into the following classifications or series shall serve a six (6) month trial period: Inspectors in the Building and Safety Engineering Department, Community Nutrition Assistants, Licensed Practical Nurses, and all other classifications which require a four (4) year college degree as a minimum entrance requirement.

Employees promoted from established list into the following classifications and series shall serve a six (6) month trial period: Apprentices, Community Services Assistants, Registered Nurses, Sanitarians, and Social Workers. This probationary period may be extended for any additional period up to three (3) months after prior notice and discussion with the Local Union President. The reasons for the extension will be given in writing to the employee and the Local Union President.

6. During the trial period, the employee shall have the opportunity to revert to his/her former classification. Notice of such desire must be given in writing to the Employer.
7. Employees who are found to be unsatisfactory during the trial period shall be reverted back to their former classification. Notice of such action and reasons shall be given in writing to the employee and the Local President prior to the reversion.
8. Upon satisfactory completion of the trial period, the promoted employee will be able to exercise his/her total City seniority in the new classification.
9. **Promotions from Trainee Classifications:** The requirement of posting shall not apply to promotions from a trainee or "junior" level classification to the next level in the occupational series. In such situations, the most senior trainee or "junior" level employee will be promoted provided he/she:
 - a. has served a minimum of twelve (12) months in the trainee or "junior" class,
 - b. has demonstrated his/her qualifications for the class to which he/she is to be promoted, and
 - c. has not been subject to a suspension of record during the four (4) month period immediately preceding the promotion.

The above provision does not prevent the department from promoting a qualified employee from the trainee or "junior" classification at any time after the initial probation period provided other employees in the department with twelve (12) or more months of service who have met the above criteria have been promoted first.

10. **Exception:** It is recognized that exception from the above provision can be made for affirmative action purposes when career development programs are instituted for affirmative action purposes in accordance with Article 47 of this Agreement.

D. REQUESTS FOR TRANSFER BETWEEN DEPARTMENTS:

Employee may request a transfer within classification to another City department by filing an inter-department transfer application with the Human Resources Department.

To be considered, such application must be on file with the Human Resources Department at least thirty (30) days prior to receipt of a personnel requisition for that classification for the requested departments.

When a requisition is submitted to fill a vacancy, a transfer in classification between departments will be made from the inter-departmental transfer request list in accordance with seniority and in such a manner as will not adversely affect operations of the department.

Inter-department transfer request applications shall remain on file for the duration of the Agreement.

Employees transferred between departments shall serve a three (3) month departmental trial period. Employees found to be unsatisfactory during the trial period shall be returned to their former department.

The City agrees to make efforts to fill vacancies upon appropriate approvals by the Human Resources Department within a reasonable period of time based on the circumstances. If the transfer is not implemented within ninety (90) calendar days, the Employer will notify the Local Union President as to the reasons the employee has not been released for transfer.

E. REQUESTS FOR TRANSFER-PROMOTION BETWEEN DEPARTMENTS:

Employees seeking a transfer-promotion to another department in a classification for which they believe they qualify may file an interdepartmental transfer-promotion application with the Human Resources Department.

To be considered, applications for transfer-promotions must be on file with the Human Resources Department at least thirty (30) days prior to receipt of a personnel requisition for that classification for the requested department(s).

When a requisition is submitted which creates a transfer-promotional opportunity in any unit defined in Exhibit I and such cannot be filled in accordance with Section C of this Article, the transfer-promotion request list of applicants on file with the Human Resources Department will be used to fill such requisition.

The most senior applicant on the list who is adjudged qualified will be given the first promotional opportunity to fill the vacancy. If the senior employee is denied the promotional opportunity, the reasons for denial will be given, in writing, to the employee and a copy to the employee's Local Union President.

The qualifications of applicants shall be evaluated by the Human Resources Department using the same evaluation factors as listed in Section C of this Article. Applicants adjudged not qualified at this time on the basis of non-test factors, will be so advised. Upon their request, they will be permitted to take any required written and/or demonstration test for the class, and if they pass, the results will be available for use for future openings.

Written notice will be given to the Human Resources Department and the employee's Local Union President if the employee refuses to accept a promotional opportunity under this section. Such employee will be considered for future promotional opportunities on a seniority basis. Inter-departmental transfers-promotion request applications shall remain on file for the duration of the Agreement.

If an employee accepts a promotion under this section, he/she shall serve a trial period, in accordance with Section C-5-6-7 of this Article.

If the employee does not complete the trial period because of the provisions above, the employee shall return to a position in the classification in the department from which he/she was promoted. Wherever practicable, the employee will be offered the same shift and work location with full seniority rights.

F. EFFECT OF RECALL ("BLOCKING") LISTS AND PREFERRED ELIGIBLE LISTS ON TRANSFER AND PROMOTIONS:

1. No available vacant position in any City department can be filled by promotion, transfer-promotion or new hire until laid off or demoted employees on the recall list for the class have been offered placement to the available position in accordance with their seniority as provided in Article 16 – Reduction in Force, Lay Off, Demotion and Recall.
2. Any available vacant position resulting after implementation of transfer under Sections B or D of this Article, shall be filled first from the recall list for the class. If there is no recall list for the class, then the persons on the preferred eligible list for the class shall be offered placement to the available position in accordance with their seniority before any new employees may be hired.
3. In all cases where an available position cannot be filled in accordance with Section B, C, D, and E of this Article, and in the absence of a recall list for the class, persons on the preferred eligible list for the class shall be offered placement to the available position in accordance with their seniority before any new employees may be hired.

G. SHIFT AND LOCATION PREFERENCE:

The Labor Relations Division will make the appropriate arrangements for shift and location preference to take place one hundred twenty (120) days after receipt of written notification that the "Tentative Agreement" has been ratified by the Union membership. The Division

will also send the required notification to all affected departments. Employees in each unit covered by this Agreement will be allowed to select shifts and work locations in accordance with their seniority within the department within their classifications insofar as it does not adversely affect the operation of the department.

Exceptions to this provision may be made in the Local supplements to this Agreement. Upon request, employees will be furnished starting and quitting times information prior to submitting their preference. It is understood that hours, shifts and work locations are subject to change as operating needs may dictate. During the period when employees have the opportunity to submit shift and work location preferences, the Employer shall notify employees of any imminent changes which might affect employee selections.

The job location and shift selection will be considered the employee's basic job for the duration of this Agreement. In the event that part of an operation within a department is discontinued, employees affected will be allowed to select, in accordance with their seniority, available shifts and locations within the department in their classifications.

H. **INVOLUNTARY TRANSFERS:**

In situations where it is necessary to transfer one or more employees from their present job location or shift to another location or shift in the department, such transfers shall first be offered to employees in order of their seniority. When there are not enough volunteers, the transfer shall be made according to inverse seniority. Transfers under this provision shall not affect any transfer requests filed under Section B of this Article. Employees who are reassigned due to reduction in force will be assigned work within their classification.

I. **OTHER TRANSFERS:**

The City agrees that in any transfer of work involving employees covered by this Agreement, the City will discuss the transfers with the Michigan Council 25 and the Local Unions affected in order to protect the seniority and equity of the employees involved.

Note 1: In the past, the Supplemental Agreements for Locals 214 and 312 have established limitations on seniority for Department of Transportation administrative purposes, such as transfer and promotions, when members of other locals covered by this Agreement have transferred or entered into Locals 214 and 312. Should these limitations be continued in the Supplemental Agreements, these same limitations will be equally applied to members of Locals 214 and 312 when they transfer or enter into other locals covered by this Agreement.

Should any alleged error in the application of this provision be brought by the Union to the attention of the Employer, the Employer shall have seven (7) working days to investigate and make any necessary adjustment before incurring any liability.

Note 2: Standard application and request forms for purposes provided in this Article shall be developed and implemented by the Employer after discussing with the Union.

19. CONTRACTUAL WORK

- A. The City is genuinely interested in maintaining maximum employment for all seniority employees covered by this Agreement, consistent with the needs of the City. Therefore, in making these determinations the City intends always to keep the interest of the City's employees in mind.
- B. The right of contracting or 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 nor to discriminate against any of its members nor shall any seniority employee be laid off or demoted or caused to suffer a reduction in overtime work as a direct and immediate result of work performed by an outside contractor.
- C. In cases of contracting or subcontracting, including renewal of contracts, affecting employees covered by this Agreement, the City will hold advance discussion with the Union prior to letting the contract. The Union representatives will be advised of the nature, scope and approximate days of work to be performed and the reasons (equipment, manpower, etc.) why the City is contemplating contracting out the work.

20. VETERANS-RESERVES-EDUCATION

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

21. MAINTENANCE OF CONDITIONS

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

The parties further agree that Article 21 is not intended to maintain improper practices which may exist in the various operating departments nor is it intended to prevent the City from taking appropriate corrective action.

22. LEAVES OF ABSENCE

- A. **FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA):** The FMLA became applicable to employees in the bargaining unit on August 5, 1994. 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. This Policy was re-issued on April 21, 1998. 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.

A full explanation of the employee's FMLA rights shall be included in the New Employee Orientation.

- B. **CITY LEAVES OF ABSENCES:** Leaves for purposes covered under the FMLA may be extended, and leaves for other purposes may be granted, under the City's leave of absence policies and procedures as set forth below:
1. Leaves of absence without pay may be granted for reasonable periods for the following purposes:
 - a. Temporary physical or mental incapacity.
 - b. Training related to an employee's regular duties in an approved educational institution.
 - c. Peace Corps term.
 - d. Military service.
 2. Leaves of absence may be granted for other reasons than those listed above where in the judgment of the City such leaves are deemed beneficial to the City. Such leaves granted, may be extended for periods up to four (4) years. Seniority of persons on leave of absence shall be governed by the seniority provisions of this Agreement.
 3. Approve absences from work without pay for up to thirty (30) continuous calendar days, but not to exceed a total of thirty (30) scheduled work days in any twelve (12) month period, may be granted by the department director. Leaves of absence for more than thirty (30) continuous calendar days must be approved by the Human Resources Director. Unless otherwise provided for in this Agreement, the procedure for the administration of leaves of absence shall be in accordance with Human Resources Department Rules as adopted by the Civil Service Commission in effect on July 1, 2001 ("July 1, 1999 Edition").
 4. To be eligible for a leave of absence in excess of thirty (30) continuous calendar days, the employee must have completed one (1) year of continuous classified service immediately prior to the leave. This requirement shall not apply to leaves for military service or health leaves for maternity. Persons unable to work for health reasons and ineligible for a leave of absence, may request a voluntary lay off. If approved, the person's name will be placed on the preferred eligible list for future reemployment when able to return to work.
 5. **Parenting Leaves:** A parent of a new-born or newly-adopted infant who is eligible for a leave of absence may request a personal leave without pay for purposes of providing parental care or making child care arrangements. Such absence from work shall not exceed a maximum period of six (6) months including any optional use of accrued vacation or other earned time.

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

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

Delegates elected to State and National Union Conventions will be allowed time without loss of pay to attend such conventions in the ratio of one (1) delegate per Local.

7. **Health Leaves for Maternity:** Upon presentation of adequate medical documentation that the pregnant employee is no longer able to perform her job duties, a health leave of absence will be granted if the employee has acquired permanent status and has at least six (6) months continuous classified service. If the employee has less than one (1) year of continuous service, the employee may be granted a voluntary layoff (see paragraph 4 above). Prior to going on the unpaid health leave, the employee would have the option of utilizing any accrued vacation days or compensatory time after usage of accrued paid sick leave.

8. **Other Personal Leaves:** In addition to parenting leaves, leaves of absence for other reasons of a personal nature (e.g. caring for an ill relative) may be granted if recommended by the department head and approved by the Human Resources Director. The maximum duration of such leaves shall be six (6) months. Such requests for personal leaves shall not be unreasonably denied.

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

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

C. **FOLLOWING ARE PROCEDURES AND REGULATIONS GOVERNING CITY LEAVES OF ABSENCE:**

1. **Procedure for Applying for Leave of Absence**

- a. An employee requesting a City leave of absence shall make written request to his/her department director stating the reasons for the requested leave. Supportive documentation for all requested leaves, except those for medical reasons, shall be presented to the department director. Medical documentation shall be presented to the department human resource representative. The department director or the department human resource representative shall investigate such request to determine whether such request is in accordance with department policy, and if approval is recommended shall submit the leave request on prescribed forms to the Human Resources Director for consideration.

- b. Upon receipt of the recommended leave request, the Human Resources Director shall make such investigation and may require such additional evidence to permit a determination as to whether the request for leave is consistent with City Policy and is in the interests of City service. The employing department director and employee shall be informed of the approval or rejection of the leave request within ten (10) work days of receipt of such request.
- c. All requests for leaves of absence shall be submitted in sufficient time to enable an adequate investigation to be made prior to the requested effective date of the leave. Failure to provide adequate notice may be grounds for denial of a leave request.
- d. Requests for extensions of leaves of absence shall be made and processed in the same manner as original leave requests.
- e. Misrepresentation as to the purpose of the leave of absence shall be grounds for cancellation of the leave and may result in appropriate disciplinary action.

2. Length of Leaves of Absence:

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

3. Return to City Employment:

- a. Upon expiration of the approved leave of absence, the employee has the right to return to a position in the department from which the leave was granted which is in the same classification and at the same salary level which the employee had at the

time the leave was approved. If the employee would have been laid off or demoted as a result of a reduction in force in the department during the period of leave, then the employee shall be granted whatever rights the employee would have had had he/she been employed at the time of the reduction in force.

- b. An employee reporting for reemployment following a leave of absence must be physically and mentally capable of performing the essential duties of the classification for which he/she seeks reemployment. Persons returning after all leaves of absence for health reasons and all leaves of ninety (90) or more calendar days shall be directed to an approved medical facility prior to returning to work.

An employing department may also request that a returning employee be referred to the medical facility prior to returning to work in other instances not covered above. Such request shall be in writing.

- c. **Special Provisions Applicable to Persons Returning from Military Service:** Employees returning from a leave for military service, upon fulfilling all statutory conditions for reemployment, shall be entitled to all rights and benefits provided under the U.S. Veterans' Re-Employment Rights Status (Chapter 43, Part III, Title 38, U.S. Code). Included is the right to be restored to the employee's pre-service position within a reasonable period (not to exceed fifteen [15] days) and to receive all benefits and considerations which the employee would have received or would have been entitled to had the employee remained on the job during the period of military service. Any questions concerning rights of persons returning from military service or claims for benefits under the Veterans' Re-Employment Rights Statute should be promptly referred to the Human Resources Department.

4. **Restrictions on Employees on Leave of Absence:**

- a. No person while on leave of absence may be remuneratively employed except where such remuneration is provided for in the purposes for which the leave is granted, or is a necessary component of an approved educational internship.
- b. Commission of any act or conduct which violates the terms of the leave or which would have resulted in suspension or discharge of the person were he/she on the active payroll shall be grounds for cancellation of the leave and may result in appropriate disciplinary action.

23. FUNERAL LEAVE

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

- B. **DEFINITION OF IMMEDIATE FAMILY:** The immediate family is defined as wife, husband, son, daughter, brother, sister, father, mother, step-father, step-mother, step-son, step-daughter, grandmother and grandfather.
- C. If a death occurs among the relatives of the employee, the employee will be granted one (1) day leave, not to be charged to sick leave provided he/she attends the funeral. If the funeral which the employee attends is more than 300 miles from the City of Detroit, the employee may extend the leave by two (2) days to be charged against current sick leave and then reserve sick leave upon his/her request.
- D. **DEFINITION OF RELATIVES:** Relatives are defined as grandson, granddaughter, brother-in-law, sister-in-law, uncle, aunt, mother-in-law, and father-in-law.
- E. If the Local Union President is not available to attend the funeral of a City employee who is a member of his/her local, a representative of the local, with proper notification to the department head, shall be allowed one (1) funeral day, not to be charged to sick leave, to attend the funeral.

24. SICK LEAVE

- A. All employees who shall have completed three (3) months of continuous service shall be granted one (1) day of sick leave for every service month in which they have worked 80% of their scheduled hours, not to exceed twelve (12) sick leave days in any one fiscal year. Sick leave earned after July 1, 1971, may accumulate without limitation. These days shall be known as current sick leave and shall be kept in the Current Sick Leave Bank.

All employees must be on the payroll for the entire month to be credited with sick leave.

- B. Reserve sick leave of five (5) service days shall be granted on July 1st to each employee who was on the payroll the preceding July 1st and who has earned at least sixteen hundred (1600) hours of straight time pay during the fiscal year. Reserve sick leave shall be kept in the Reserve Sick Leave Bank.
- 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. **QUALIFIERS FOR BONUS VACATION DAYS:**
 - 1. **Fifty Day Qualifier:** Employees who have accumulated a total of fifty (50) or more unused sick days on July 1 shall receive up to six (6) 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>Total Sick Leave Days Used In Previous Fiscal Year</u>	<u>Bonus Vacation Days To Be Credited on July 1st</u>
0	6
½ or 1 day	5 ½
1 ½ or 2	5
2 ½ or 3	4 ½
3 ½ or 4	4

4 ½ or 5	3 ½
5 ½ or 6	3
6 ½ or 7	2 ½
7 ½ or 8	2
8 ½ or 9	1 ½
9 ½ or 10	1
10 ½ or 11	½
11 ½ or more	0

2. **Twenty-Five Day Qualifier:** Employees who have accumulated a total of at least twenty-five (25) but less than fifty (50) or more unused sick days on July 1 shall receive up to three (3) 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>Total Sick Leave Days Used In Previous Fiscal Year</u>	<u>Bonus Vacation Days To Be Credited on July 1st</u>
0 to 2 days	3
2 ½ or 3	2 ½
3 ½ or 4	2
4 ½ or 5	1 ½
5 ½ or 6	1
More than 6	0

This section shall otherwise be in accordance with Chapter 13-5-1 of the Municipal Code.

- 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 13, Article 5, Section 2 of the Municipal Code of the City of Detroit except as modified by this Article.
- H. The City shall provide upon request monthly reports on sick leave usage by department.

25. LONGEVITY PAY

- A. Employees 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 and 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 who have qualified for longevity pay and have accumulated at least sixteen hundred (1600) 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 1.
- C. No employee will be denied a full longevity payment on December 1 because of a temporary unpaid absence of twenty (20) continuous days or less extending through the December 1 date in question, or because he/she failed to meet the qualifying hours specified in paragraph B above due to being on Workers' Compensation.
- D. Employees who first qualify for longevity pay increments in any month after any December 1 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 1 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 13, Article 7 of the Municipal Code of the City of Detroit.

26. WORK WEEK, WORK DAY, SHIFT PREMIUM

A. STANDARD SERVICE WEEK:

1. The standard payroll work week shall begin at 12:01 a.m. Monday, and end at 12:00 p.m. Sunday. It shall consist of five (5) regularly scheduled eight (8) hour work periods on as many work days. The two (2) remaining days in the payroll work week shall be known as "off days."
2. The first scheduled "off day" within the payroll work week shall be designated as the "sixth day" and the second scheduled "off day" within the payroll work week shall be designated as the "seventh day."
3. Off days in the work week shall be scheduled consecutively unless such scheduling shall adversely affect or add cost to operations of the department.
4. The City and the Union will review departmental work schedules which currently do not provide for consecutive off days. If the parties can agree that scheduling changes which allow for consecutive off days are feasible, such changes will be implemented, provided that such changes do not result in increased costs or loss of productivity.
5. The City and the Union will also review those departmental operations which currently require rotating shifts. If the parties can agree that a more productive schedules can be established without an increase in cost, the City will take the steps necessary to implement such schedules.
6. Employees will be allowed to submit shift preferences within locations for any new work schedules established pursuant to reviews made in accordance with Section A-3 and A-4.

B. SERVICE DAY AND WORK DAY:

1. The regular full working day shall consist of eight (8) hours. It shall begin at 12:01 a.m., and extend to 12:00 p.m.
2. Two (2) coffee breaks of not less than fifteen (15) minutes per shift shall be permitted according to Local Supplemental Agreements.
3. When an employee is called to work, he/she shall be guaranteed no less than four (4) hours of pay for "show up" time at the appropriate rate.
4. The City agrees that a flex-time work schedule may be established in certain departments where the appropriate working conditions exist. The subject of (implementing) flex-time schedules (on a pilot basis) shall be a proper subject for supplemental negotiations with the following stipulations:
 - a. Departments shall designate the normal business hours, alternate starting times in thirty (30) minute increments, and staffing levels required to meet its needs.
 - b. Employees will be allowed to submit schedule preferences in advance. Upon assignment, the employee will not be permitted to submit a request to change schedules for a period of three (3) months. After three (3) months, if the employee wishes to change schedules, a two (2) week notice must be submitted for consideration.

- c. Should departmental needs change, any new schedules will be discussed with the Local Union President prior to any implementation.
5. Employees of departments or subdivisions thereof which have been authorized by City Council to work regularly less than forty (40) hours but not less than thirty-five (35) in a service week shall be paid on the basis of forty (40) hours with such compensation to be full pay for work up to and including forty (40) hours exclusive of the meal period. Overtime computation shall be in accordance with Article 27-B of the contract. The provisions of this paragraph shall not apply to any additional operations during the term of this Agreement.
6. The City agrees to shorten the work day on Saturdays, Sundays, and holidays for employees assigned to seven-day operations by including the lunch break as part of the work day. This privilege shall be limited to situations where no additional cost or lapse of service will be incurred by the shortening of the work day. Where this privilege is granted no overtime or compensation for more than eight (8) hours shall be paid until an employee actually works more than eight (8) hours.
7. Employees assigned to seven day operations shall be required to call in two (2) hours prior to the start of their shift when requesting a sick day.

C. AFTERNOON AND NIGHT SHIFTS:

1. **Shift Premium Rates:** Employees who work regularly scheduled afternoon and night shifts shall receive, in addition to their regular pay, a premium of seventy cents (70¢) per hour for the afternoon shift and a premium of seventy-five cents (75¢) per hour for the night shift according to Chapter 13, Article 2, Section 12 of the Municipal Code of the City of Detroit.
2. **Shift Premium Times:** The afternoon shift shall be any full-time shift commencing at the hour of 11:00 a.m. and 6:59 p.m.

The night shift shall be any full-time shift commencing at the hour of 7:00 p.m. or between the hours of 7:00 p.m. and 3:59 a.m. in accordance with Chapter 13, Article 2, Section 12, of the Municipal Code of the City of Detroit.

- D. Unless provided for otherwise within this labor agreement, all of the provisions of this Article shall be in accordance with Chapter 13, Article 2, Section 12, of the Municipal Code of the City of Detroit.
- E. All hourly paid employees shall receive their pay for regularly scheduled hours not later than Friday following the payroll week in which it is worked.

27. OVERTIME

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

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

B. TIME AND ONE-HALF OVERTIME:

1. **Hourly Rated Employees** – Time and one-half (one-hundred and fifty percent (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 Article 27, B-2, C and except if such time is worked on a seventh day or a holiday.
 - c. Employees who are assigned to a work week of less than forty (40) hours shall be entitled to time and one-half for all work on the sixth day if they shall have worked the assigned hours in the work week.

C. DOUBLE TIME OVERTIME:

1. Double time (two-hundred percent (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 13, Article 2, Section 12 of the Municipal Code of the City of Detroit.

2. Double time (two-hundred percent [200%] of the basic or hourly rate) shall be paid for all time worked in excess of sixteen (16) hours from the employee's assigned starting time.
- D. 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.
- E. Premium payments shall not be duplicated for the same hours worked.
- F. All time paid under this contract and existing rules and ordinances for sick leave, holidays, vacation, jury duty time and time lost due to a job connected injury shall be counted as time worked for the purpose of computing overtime.
- G. Except for any contrary provisions above, all of the above shall be in accordance with Chapter 13, Article 2 of the Municipal Code of the City of Detroit and the Michigan Minimum Wage Law.

28. HOLIDAYS AND EXCUSED TIME OFF

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

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 or excused time day 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 or excused time day; provided the employee continues on the payroll through the holiday or excused time day in question and would otherwise be qualified for the holiday or excused time day.

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

- D. If an employee is absent without just cause on a holiday or excused time day 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 eight (8) hours of "Excused Time" on Good Friday or eight (8) 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, and the day after Thanksgiving, 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 his excused time for the 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 or excused time day. 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 none of the above listed accrued time, departmental leave may be used if available. If an employee has no paid time accrued, and wishes to work, the City will make every attempt to place an employee in his/her department 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 Human Resources Department will be so advised. Employees who are without accrued time and are desirous of working during the period will contact their department Human Resources 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, 2005

December 26, 27, 28, 2006

December 26, 27, 28, 2007

The City shall notify the Union by November 1st of each year of whether it intends to implement a holiday closedown.

Any scheduled time off or uses of departmental leave days during these periods shall not be counted against the employees' attendance records nor (except for bonus vacation) adversely affect their benefits.

- L. The Holiday Schedule during the term of this Agreement is set forth in Exhibit IV.

29. UNUSED SICK LEAVE ON RETIREMENT

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

Upon retirement, or death with twenty (20) years of service, an employee shall be entitled to payment of sixty percent (60%) of their unused sick leave.

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

30. VACATIONS

- A. **ELIGIBILITY:**

Employees inducted during the course of the fiscal year shall not be eligible for vacation leave without deduction of pay until they shall have earned at least one thousand (1000) hours of paid time, exclusive of overtime or premium time, and until they have attained status as City employees for a 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 sixteen hundred (1600) hours of paid time, exclusive of overtime, and have attained status as employees for at least twelve (12) months, they are entitled to five (5) additional vacation days. In order that an employee's time may be computed on a fiscal year basis, on the July 1 following his first year anniversary date of employment the employee will be entitled to a prorated vacation leave, computed by multiplying the number of months remaining from the anniversary date, to the end of the fiscal year by 8.3 percent of ten (10) days and rounding the product to the nearest whole number. Thereafter, his vacation shall be computed on a fiscal year basis.

- B. **VACATION SCHEDULE:** The vacation schedule shall be as follows:

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

- C. **VACATION PERIOD:**

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

2. When an official holiday occurs during a scheduled vacation, the employee shall be entitled to an additional vacation day.
3. If an employee becomes ill while on his vacation, or prior to, his vacation shall be re-scheduled after proof of such illness.
4. Employees who are on extended sick leave of one (1) month or more on any October 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.
5. An employee's vacation bank may not exceed more than forty (40) days, or 320 hours, on any October 1.

D. VACATION PRORATION:

Employees who fail to accumulate the required sixteen hundred (1600) 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 sixteen hundred (1600) hours of straight time pay, shall be entitled to vacation leave before such separation computed as follows: 8.3 percent 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 sixteen hundred (1600) straight time hours are worked in a fiscal year, employees will be entitled to one hundred percent (100%) of their next July 1 vacation.

Employees who have attained status for at least twelve (12) months but have not yet been placed on a fiscal year basis, and who are separated from the service, shall be entitled to prorated vacation leave, computed by multiplying the number of months worked from the one year anniversary date to the date of separation by 8.3 percent 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:

One hundred percent (100%) of anticipated annual vacation leave (rounded down to the nearest ½ day) will be posted to an employee's bank after he/she has accumulated sixteen hundred (1600) straight time hours in a fiscal year. In the event an employee has been credited with more time than he/she has earned, on the succeeding July 1st, or date of separation, whichever comes first, the employee will have any vacation time credited but not earned charged first against his/her existing vacation bank, then to his/her swing holiday bank, or failing sufficient time in those two banks, he/she will be docked for the time.

F. VACATION PRORATION – LAYOFFS:

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

A recalled employee who received a lump sum bonus credit at the time of layoff 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 vacation intact.

G. RATE DURING VACATION:

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

H. ADVANCE CHECKS:

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

I. COMPENSATORY TIME CONVERSION:

Employees will have two (2) days of vacation converted to "Prior Compensatory Time" in July of each year. Liquidation will be in accordance with the rules for compensatory time. Employees must liquidate this time by the end of the fiscal year in which it is credited.

31. RATES FOR NEW POSITIONS

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

In the absence of any appeal by Michigan Council 25 within twenty (20) working days of the date of the notice to the Union, action on the positions will be submitted to the City Council. In the event of an appeal, the interested bargaining agent may negotiate for a suitable rate with the Labor Relations Director and the matter shall be handled in accordance with the procedure for Special Conference. If the parties fail to reach agreement on a new rate within forty-five (45) days after notice is given to the Union, the City may implement its last offer to the Union. The City's offer shall be retroactive to the date of the adoption of the new classification by the

Human Resources Department. The City's implementation action shall not terminate the negotiations and any subsequent settlement shall also have retroactivity to the date the Human Resources Department established the new classification. (It is understood that an employee will be eligible for retroactive pay only for such periods of time as the Human Resources Department has determined the employee to have actually been performing the duties of the new classification).

Note: See Exhibit I Re: Bargaining Unit Classifications, Paragraph F, page 126.

32. TEMPORARY ASSIGNMENTS

A. GENERAL PROVISIONS:

Employees shall be regularly assigned to perform duties commensurate with their job classifications and shall not be assigned work outside of their current classifications except in cases of emergency or temporary absences of other employees, and where reassignment of duties is necessary to effectively carry out departmental operations. Emergency conditions shall be defined as those situations caused by factors beyond the control of management such as acts of God which cannot be anticipated or planned for in the normal course of departmental operations.

B. OUT-OF-CLASS ASSIGNMENTS:

1. For purposes of this Article, an employee is deemed to be working "out-of-class" if he/she is reassigned by management from his/her regularly assigned duties to perform duties and responsibilities not normally performed and characteristic of and requiring the qualifications of a higher classification. Assignment of some duties normally performed by an absent employee shall not constitute an out-of-class assignment if such duties are appropriate to the classification of the person assigned.
2. If an employee is so assigned the duties of a higher classification to replace an absent employee for two (2) or more consecutive work days and/or a total of four (4) or more days in any calendar month, he/she shall be compensated on an out-of-class basis at the rate for the appropriate classification for all such out-of-class hours worked.
3. For short-term out-of-class assignments in the bargaining unit resulting from absences due to use of sick days, vacation, departmental leave, etc., the most senior pre-qualified employee in the same work unit shall be offered the out-of-class work provided he/she is readily available and able to do the work. Pre-qualified shall mean being on the most recent promotional list for the class. If there is no pre-qualified employee in the work unit, the out-of-class assignment shall be offered to the most senior person in the unit provided he/she is readily available and able to do the work.
4. For long-term out-of-class assignments in the bargaining unit resulting from absences due to extended illness, formal leaves of absence, scheduled future retirements, etc., which are anticipated to extend beyond three (3) months, the most senior pre-qualified employee in the same work unit shall be temporarily promoted for the duration of the regular employee's absence provided he/she is readily available and able to do the

work. Pre-qualified shall mean being on the most recent promotional list for the class. If there is no pre-qualified employee in the work unit, the most senior pre-qualified employee in the department will be given consideration for transfer and temporary promotion to the available position provided he/she is readily available and able to do the work and provided it does not adversely affect departmental operations.

If a disagreement exists with respect to the interpretation of a work unit as it pertains to the above provisions, the parties agree to resolve this issue during supplemental negotiations. If a mutual agreement cannot be reached regarding the application of this Article to a particular department, the matter will be referred back to the City's Labor Relations Division for a resolution.

5. The parties recognize that out-of-class work assignments shall not be used to circumvent established procedures for filling vacant positions by transfer or promotion as provided in Article 18 – Transfers and Promotions, nor shall supervisors avoid out-of-class payment by arbitrarily alternating out-of-class assignments.
6. If the Union or the employee believes that the employee is regularly assigned duties outside of his/her current job classification, the Union or the employee may request the Human Resources Department to conduct a classification survey of the employee's position. The Human Resources Department will endeavor to complete the survey within ninety (90) days of receipt of the employee's classification questionnaire. If this survey cannot be completed within this time period, the Union and/or employee will be notified.
7. Health and Safety issues arising from out-of-class assignments shall be handled in accordance with procedures set forth in Article 13 Health and Safety.
8. Employees assigned to work out-of-class shall receive the appropriate additional compensation promptly not to exceed forty-five (45) days after the pay period in which the out-of-class work was performed. This provision shall not apply where there is a dispute as to whether the employee worked out-of-class.

When situations are identified where the above provision has not been complied with, the Labor Relations Division will promptly investigate and take action to expedite payment to employees.

C. TEMPORARY PLACEMENT OF EMPLOYEES INTO OTHER DUTIES AND/OR DEPARTMENTS:

1. The employer may temporarily place an employee into other duties/department in another department once per year. The employer shall first seek volunteers and if additional employees are required, the employee(s) may be placed by inverse seniority.
2. Such a temporary placement, if made by inverse seniority, shall be limited to forty-five (45) days. An employee that volunteered for such a temporary placement may continue in the placement beyond the forty-five (45) day limit until such time that the employee or the City requests the placement to be ended.

3. Employees temporarily placed under these provisions shall not be required to perform work out of their class, except that the provisions for out-of-class assignments shall be available for operation in these cases of temporary placement, provided that out-of-class opportunities at the transferred-in location must be preserved and first made as available to any qualified employee regularly assigned at the transferred-in location. Regardless, if the work performed at the transferred-in location is an upgrade, the subject temporarily placed employee shall be paid the out-of-class rate.
4. Employees temporarily placed under these provisions shall not lose his or promotional opportunity at the transferred-out location and shall be treated as if he or she had not been temporarily placed in other duties/department.
5. The local union(s) at the transferred-out and transferred-in locations shall be notified of the proposed move and the reasons therefore, at least thirty (30) days before the planned placement. The City will consider any union responses to its originally planned placement(s) for the possibility of choosing to modify said plans.
6. Any vacation period the moved employee had approved at the transferred-in location will continue to be honored at the transferred-out location.

33. JURY DUTY

- A. An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay for all days he/she is required to serve on jury duty.
- B. In the event that an employee reports for jury duty but does not actually serve on a jury, he/she will be paid the difference between the jury pay received and his/her regular days pay and be excused for the day.
- C. In order to receive payment for jury duty supplementation, an employee must have been regularly scheduled to work on a non-overtime basis, must give reasonably prompt prior notice to his/her supervisor that he/she has been summoned for jury duty, and must furnish satisfactory evidence that he/she reported for or performed jury duty on the days for which he/she claims such payment, provided that the department head shall have discretion in seeking to have the employee excused where his/her services are essential.

The jury duty supplementation shall not apply to special service, contractual, temporary or other employees with less than one year of seniority.
- D. When properly notified by an employee under the terms of Section C, the department shall, if necessary, reschedule the work assignment of the employee so as to coincide as closely as possible with the jury duty schedule. This reassignment shall take precedence over other conflicting sections of this contract (except Article 7-F).
- E. Employees shall have the option when called to jury duty to use vacation or compensatory time for such service. In that event, the employee will not be required to turn in his/her jury pay. However, the employee must notify the department of his/her desire to exercise this option prior to the first date of jury service.

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

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

34. HOSPITALIZATION, MEDICAL, DENTAL AND OPTICAL CARE INSURANCE

- A. The City shall continue to provide hospitalization and medical insurance for employees and their legal dependents, duty disability retirees and their legal dependents, and duty death beneficiaries and their legal dependents.

Effective with the implementation of the City's new payroll/benefit system, coverage for new hires or employees re-instated to active employment status (e.g., from lay-off, leave of absence) shall begin on the first day of the first full pay period and end on the last day of the month that employment ends.

- B. The City's contribution for the cost of hospitalization on a monthly basis shall be as follows:

- 1. BCBSM Traditional Plan: If the Blue Cross/Blue Shield Traditional Plan, as modified by the new plan design, continues to be offered as an option the City's contribution for such coverage will be based *on the Blue Cross/Blue Shield ward service rate under the Michigan Variable Fee Coverage (MVF-2)* and will pay up to the following amount per month:

Single person	\$100.06
Two person	\$238.29
Family	\$253.54

Fifty percent of any premium charges that exceed the above amounts will be paid by the employees and fifty percent shall be paid by the employer.

- 2. Blue Cross Blue Shield Community Blue PPO Plan: The City will contribute 90% of the monthly premium for single person, two person, and family coverage. The employee is responsible for the remaining 10%.
- 3. For all HMO plans: The city will contribute 80% of the monthly premium for single person, two person, and family coverage. The employee is responsible for the remaining 20%.

When the City's payroll system has the capability of allowing employees to pay these amount through the pre-tax IRS code 125K mechanism, all bargaining unit members shall be entitled to participate.

- C. Employees who wish to insure sponsored dependents shall pay the premium cost of this coverage.
- D. The City will provide regular retirees and their spouses hospitalization and medical insurance for only as long as they receive a pension from the City.

For persons who retire (except for vested retirees) the City's contribution towards the monthly premium for the plan selected shall be the same as its contribution made for active employees for that plan, as contained in Paragraph B.

- E. Employees and retirees shall have the option of choosing hospitalization medical coverage from any plan or program made available by the City. If at the end of any fiscal year hospitalization plan or program has failed to enroll 50 employees city-wide, 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 carriers must account for their premium charges without distinguishing between active and retired employees using the following format:

Single Person
Two Persons
Family

- F. The City shall provide for all active employees and their dependents, and duty disability retirees and their dependents, a Dental Plan which shall be the Blue Cross/Blue Shield program which provides Class I benefits on a 25% co-pay basis and Class II and III benefits on a 50% co-pay basis. Classes I, II, and III benefits shall not exceed \$1,000 per person per year. In addition, Orthodontic coverage shall be on a 50% co-pay basis with a \$1,000 lifetime 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, in mutual agreement with the Union and the Health Care Cost Reductions Committee (HCCRC), will make available cost effective alternative dental plans.

Newly hired employees shall not be eligible for these benefits until they shall have worked 1,040 straight time hours. Effective with the implementation of the City's new payroll/benefit system, coverage for new hires shall begin on the first of the month following the employee completing six months of service. Coverage ends on the last day of the month that employment ends.

- G. The City will provide Optical Care Insurance through the Employee Benefit Board according to the schedule of benefits outlined in Exhibit II. Effective July 1, 2005, through June 30, 2006, the City will contribute \$6.42 per month for employees covered by CO/OP Optical and \$6.27 per month for employees covered by Heritage Optical. Optical care enrollments will occur at two (2) year intervals.

Effective with the implementation of the City's new payroll/benefit system, coverage for new hires shall begin on the first of the month following sixty (60) days of service. Coverage ends on the last day of the month that employment ends.

- H. If, during the term of this Agreement, a Federal Health Security Act (National Health Insurance) is enacted, the parties agree to reopen discussions with respect to health care benefits if there is need to do so due to the impact of such a Federal program.
- I. No insurance carrier shall be allowed to underwrite City Health Care Benefits unless it offers coordination of benefits. All carriers will be required to provide group specific utilization and cost data as a condition of doing business with the City. Copies of all information will be provided to Union and City representatives as directed.
- J. The parties agree to form a Health Care Cost Containment Committee made up of an equal number of members from the City and the Union which will review and agree to further cost containment programs to cover both active employees and future retirees during the term of the Contract. Said cost containment programs 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.

Furthermore, the parties agree during the term of this Agreement to continue to discuss the City's hospitalization plans. The parties are committed to investigate programs which will reduce costs and bring about a corresponding reduction in premium sharing by employees. Programs to be considered would include alternative health care providers, additional cost containment programs, and alternative traditional plans. Any programs agreed to by the parties will be implemented during the term of this Agreement.

- K. **HOSPITALIZATION-MEDICAL COVERAGE OPT-OUT PROGRAM:** 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, which will be paid in four (4) equal installments (\$237.50) at the end of each three (3) month period, in lieu of the hospitalization-medical coverage offered by the City. (Effective with the implementation of the City's new payroll/benefit system, the opt-out payment will be made monthly.) 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 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.

The City shall have the sole discretion to offer this opt-out provision to current and future retirees who are eligible for the City's hospitalization-medical coverage. This discretion shall extend to the determination of the amount of the cash payment, the method of payment, the eligibility requirements, and the continuance of the opt-out plan itself.

Note: A description of the City's health care, optical and dental plans appear in Exhibit II.

35. WORKERS' COMPENSATION

- A. All employees shall be covered by the applicable Workers' Compensation laws and related benefits. An employee sustaining injury or occupational disease arising out of and in the course of City employment shall be continued on the payroll and his/her time shall be charged to his/her sick leave reserve for all days not covered by Workers' Compensation payments; provided that in the absence of any sick leave reserve he/she shall be paid regular wages or salary to the extent of two-thirds of his/her daily wage or salary but for a period not to exceed seven (7) days; provided also that where the employee has off-time banks and receives income under the Workers' Compensation Act, such income shall be supplemented by the City from his/her off-time 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.
- B. Employees who are unable to supplement their Workers' Compensation benefit from their off-time banks because the amount of overtime worked causes the benefit to meet or exceed ninety-five (95%) percent of weekly take-home pay, shall be treated like employees who are able to supplement for the purposes of hospitalization, life insurance and current sick leave. This provision does not apply to those employees who are unable to supplement because they have no time available in their off-time banks.
- C. Employees shall not be eligible for holiday pay nor earn additional vacation or reserve sick leave when they are being paid Workers' Compensation benefits.
- D. The City agrees to continue hospitalization and life insurance benefits for employees with one (1) or more years of seniority who have been approved for Workers' Compensation benefits for a period of nine (9) months after they go off the payroll. Thereafter employees will be entitled to benefits which accrue to them through the Pension Plan and the Income Protection Plan.

Note: In order to continue hospitalization and life insurance benefits, employees are responsible for their portion of the premium as required by the Contract. Those deductions will be made automatically while they remain on the payroll because they are supplementing. Once they leave the payroll, they must make arrangements with the Pension Bureau to pay those premiums in order to continue coverage.

- E. Consistent with the Workers' Compensation Act and current City practices:
 - 1. The City shall continue its program of returning workers who suffered job injuries back to active employment to perform work tasks which are compatible with their current physical capabilities. To the maximum extent possible, employees will be returned to their former job classification in their former department, or if no such position is available, in another City department if they are presently able to perform the essential duties with or without reasonable accommodations.

2. If the employee is presently able to perform some but not all of the essential duties, but there is competent medical documentation that he/she will be able to perform all such duties within ninety (90) days, he/she may be placed conditionally in an available position in the classification subject to review at the end of this period. Work tasks assigned will be those compatible with present work restrictions.
3. If the employee cannot presently be returned to his/her former job classification, he/she will be placed in an appropriate available position in another classification on a temporary basis until such time as the employee is able to return to his/her former job classification or acquires permanent status in the alternate classification by action of the Human Resources Department. The duration of the temporary status shall be in accordance with the Workers' Compensation Act. During the temporary period, efforts will be made to place the employee in available positions consistent with his/her training and experience and current physical capabilities.
4. While employed in the alternate job classification, whether temporary or permanent, the employee shall be represented by the local union having jurisdiction over employees in that classification and at that location. However, residual seniority rights to the employee's former classification shall remain with his/her former local or other union. An employee in an alternate classification on a permanent basis continues to have a right to return to his former job classification in his former department when physically able to do so.
5. Employees returned to work under these provisions shall not be charged with absences for disciplinary purposes where there is medical documentation that such absences were caused and necessitated by the former job injury.
6. Employees will be eligible for wage increases granted to their alternate job classification.
7. Should a medical dispute arise between the employee's physician and the Employer's physician, a third physician will be mutually selected by the doctors and the third doctor's opinion shall be final and binding on the City and Union.

F. JOINT LABOR/MANAGEMENT REVIEW COMMITTEE:

A joint committee of three representatives of the union and three representative of management shall be established to review all situations involving the return of employees to active employment from job injury. The committee shall meet periodically at mutually agreeable time and places or upon request to discuss problems associated with the return to work program.

Note: This matter may also be referred to the Central Labor/Management Committee by mutual agreement of the parties, (see Memorandum of Understanding, page 90).

36. DEATH BENEFITS AND LIFE INSURANCE

A. DEATH BENEFITS:

Death benefits for all regular City employees are authorized by the City Charter, Title IX, Chapter VIII. The City Code, Chapter 13, Article 8, Section 8, currently provides a death benefit of \$10,000.

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.

If during the term of this Agreement, the Employee Benefit Board approves an increase in the death benefit eligible for payment to members of the plan, the parties agree that this increased benefit will be applicable to employees covered by this Agreement.

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 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 13, Article 9.

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	\$ 6,250
\$7,500 to \$10,000	\$ 9,375
Over \$10,000	\$12,500

4. **Benefits – Dependents:**

<u>Cost to Employee</u>	<u>Amount of Insurance</u>
\$.70 per week	\$5,000 each dependent

D. ADDITIONAL INSURANCE:

1. 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</u> <u>Option 1</u>	<u>Amount of Insurance</u> <u>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 and above	\$35,000	\$70,000
and so forth in	and so forth in	and so forth in
\$2,500 increments	\$2,500 increments	\$5,000 increments

2. 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. For retirees who elect to retain this coverage, the City shall deduct the premiums from their retirement checks on a monthly basis.

E. OPTIONAL LIFE INSURANCE:

The City agrees to deduct premiums for whole life insurance coverage for a carrier selected by the Union and approved by the City. A minimum of 400 employees must sign up for the deduction before the plan will be implemented. A charge of fifteen (15) cents per deduction, per employee will be made by the City. The carrier shall pay the City fifteen (15) cents per deduction, per employee.

37. UNION BULLETIN BOARD

- A. The City will furnish for the Union one (1) adequate bulletin board at each of the agreed locations as provided in the Local Supplemental Agreement. The boards shall be used only for the following notices:
 1. Recreational and social affairs of the Union.
 2. Union meetings.
 3. Union elections.
 4. Reports of the Union.
 5. Rulings or policies of the Michigan Council 25 and International Union.

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

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

38. SUPPLEMENTAL AGREEMENTS

- A. The parties agree that Supplemental Agreements involving matters not covered herein and peculiar to a specific department shall be attached hereto and made part of the entire agreement.
- B. Said Supplemental Agreements must be approved by the parties to this Agreement.
- C. The parties agree to attempt to finalize the next supplemental Agreements by starting negotiations six months prior to the expiration of this Agreement.

39. STRIKES AND LOCKOUTS

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

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

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

40. SAVINGS CLAUSE

If any Article or Section of this Agreement or any Supplement thereto, should be held invalid by operation of Law or by any Tribunal of competent jurisdiction, or if compliance with or

enforcement of any Article or Section should be restrained by such Tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

41. WAGES

A. WAGE INCREASE:

1. General Wage Increases:

- | | | |
|---------------------------------------|------|---|
| a. Effective July 1, 2005 | 0% | |
| b. Effective July 1, 2006 | -10% | (See MOU RE: Wage Concessions) |
| c. Effective July 1, 2007 | 0% | |
| d. Effective June 30, 2008 11:59 p.m. | 4% | No retroactive amounts shall be attributable to any period between July 1, 2005 and June 30, 2008 |

B. MISCELLANEOUS:

1. All salaried employees will have their hourly rate computed by dividing their annual salary by 2080 hours.
2. Salary and Rate Adjustments:
 - a. The pay rates of hourly-rated employees shall be rounded up to the nearest whole cent.
 - b. Each employee covered by this Agreement, whose wages are classified as a yearly salary with minimum and maximum rates more than \$20,000 annually, and which rates, as a result of any required change to be made to their wages causes the resulting amounts to fall between even hundred-dollar levels, shall have these rates adjusted to the next higher hundred dollar level.
3. Step increments shall be automatic.
4. Step increments for hourly rated employees shall be \$.10 per hour.
5. The annual step increment for salary classifications shall be five percent (5%) of the employee's salary as of the date the increment is normally paid, not to exceed the maximum rate for the classification.

Half steps shall be two and one-half percent (2 ½ %).
6. Salaried employees shall have their current step codes maintained and any salaried employees who would not reach the maximum of the class within six (6) years will receive a step increment on their last step date which shall place them at the maximum rate for that classification.

7. Employees promoted from classes where the maximum of the old class is greater than the minimum of the new class, shall be entitled to a step increase of two annual steps not to exceed the maximum of the new class.
8. Employees benefits for those employees sixty-five (65) years of age and older may be modified as permitted by law but shall not result in any additional cost to the employee.
9. 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.
10. Credit Union Deductions: In the event that Michigan Council 25 organizes a Credit Union, the City will permit payroll deductions in the same manner and form it is now doing for the Detroit Municipal Employees Credit Union.
11. Public Service Credit Union: Following full and complete deployment of all of the applicable DRMS modules, or other computerized payroll processing systems, the City will meet with the labor organization and Public Service Credit Union representatives with the goal of establishing payroll deductions in the same manner and form, or as closely as possible, that it does for the Detroit Municipal Employees Credit Union.

C. CORRECTION OF PAYROLL ERRORS:

Where by payroll error an employee is underpaid or overpaid the City is expressly authorized to correct the underpayment or overpayment by payroll adjustment. The City shall notify an employee in writing fourteen (14) days prior to making any overpayment recovery.

The correction of the underpayment shall be made within 60 days after notification to the department human resources office.

For overpayment recoveries the City is authorized to deduct up to fifty dollars (\$50) weekly or one hundred dollars (\$100) bi-weekly. If the employee separates from City service, the entire unpaid balance shall be recoverable immediately.

If the amount owed by the employee is over \$2,600, the City reserves the right to seek immediate recovery through appropriate legal proceedings.

42. CLOTHING AND UNIFORM ALLOWANCES

- A. The clothing allowance shall be \$170 per year.
- B. For employees who are required to furnish a specific uniform at their own expense, the allowance will be \$350 per year.
- C. Clothing and uniform allowances will be paid by the last pay period in September.

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

43. SUCCESSOR CLAUSE

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

44. EMPLOYEE ASSISTANCE PROGRAM

- A. The City and the Union recognize and acknowledge that behavioral-medical problems have an adverse effect on the employee's job performance and merits special attention. Examples of these problems include but are not limited to substance abuse, including alcohol and drugs, physical illness, mental or emotional illness, marital or family maladjustments and other personal problems. These behavior-medical problems impair the employee's ability to function, and contribute to increased absenteeism and tardiness, and violations of other rules, regulations, and procedures. The combination of factors is recognized as having potentially damaging effects on the employee, the work site and the well-being of co-workers. The City and Union believe most behavioral-medical problems are treatable. The Employee Assistance Program is designed to provide assistance to employees who are experiencing behavior-medical problems that may result in deteriorating job performance.
- B. The City and AFSCME believe that constructive measures are possible to deal with the problem through labor/management cooperative efforts. Toward this end, the City and the Union agree to continue to have the Central Committee composed of three (3) representatives of Council 25 of AFSCME and three (3) representatives of the City of Detroit. Central Committee members will be allowed to attend meetings of the Central Committee without loss of time or pay.
- C. It shall be the responsibility of this committee to:
1. Oversee the establishment of mandatory local employee assistance committees in each department and assist such departmental committees to establish effective programs consistent with the purposes of this Article.
 2. Promote further understanding of this program by establishing guidelines and disseminating program information to employees, supervisors and Union representatives.

- D. In each department, the existing local committees composed of an equal number of union and departmental representatives shall continue to work cooperatively outside the grievance procedure on problems related to employee assistance. The responsibility of the departmental committee will include:
1. Providing information to and assisting in identifying and motivating employees who may suffer from problems to seek treatment and rehabilitation.
 2. Helping the employee understand and deal with problems by referral to the City of Detroit's Employee Assistance Program. Any such communication, referral or consultation will not be the basis of disciplinary action.
- E. Notwithstanding the establishment of a Central Committee and local committees, nothing prevents the City of Detroit from utilizing different means of providing various assistance services in the future.
- F. The parties agree that to increase effectiveness of Committee discussions, relevant training in specific subject areas should be made available to committee members. Provisions may be made to send selected committee members to seminars, workshops or in-service training.
- G. The City and the Union agree that:
1. Nothing in this statement is to be interpreted as constituting any waiver of management's responsibility to maintain discipline or the right to invoke progressive disciplinary measures when applicable in the case of misconduct which may result from or be associated with the abuse of any substance or other personal problem; the union may exercise its right to process grievances concerning such matters in accordance with the AFSCME Master Agreement.
 2. During or following treatment, the employee should not expect any special privileges or exemptions from standard personnel practices; however, employees with substance abuse problems or personal problems will be allowed to liquidate sick leave for the purpose of treatment or rehabilitation upon presentation of satisfactory medical evidence.
 3. When a leave of absence is necessary so that an employee may undergo behavioral-medical treatment for alcoholism, drug abuse, or other personal problems in or from an appropriate facility in accordance with this program, and when the employee has voluntarily submitted himself for such treatment, he/she may be granted a leave of absence if the employee has completed one (1) year of continuous classified service immediately prior to the leave.
 4. The confidential nature of medical records of affected employees will be preserved in the strictest manner as all other medical records. To the extent feasible, employee assistance facilities will be located in areas separate from other City activities.

45. CAREER DEVELOPMENT AND TRAINING

- A. The City and the Union recognize the need to provide training and career development opportunities for employees which will develop their skills, knowledge, and abilities to effectively carry out duties and responsibilities of their current classification, and to qualify for more responsible positions in the future.
- B. The City subscribes to the principle of promotion from within, and, in keeping with that principle, the City agrees to focus some of its resources toward those employees in lower job classifications in order to provide opportunities to train and enter new careers.
- C. The City and the Union agree that a major goal of training and career development is improvement of the status of female and minority employees in order to fulfill the City's and Union's commitment to effective affirmative action programs, and to make the work force at all levels reasonably representative of the sex and ethnic composition of the City.
- D. In consequence of the foregoing, the City and the Union agree:
 - 1. Employees will be recruited from the AFSCME bargaining unit to be trained in programs leading to career advancement. Selection shall be made from among those meeting the prerequisites for the training programs.
 - 2. Specific training and the numbers and classification of employees to attend said training will be identified by the Career Development and Training Committee, with priorities based upon the City's projected needs. The Committee may also give consideration to provide in-service training opportunities for employees who are on recall lists due to reductions in force.
 - 3. The Career Development Committee will be comprised of three (3) representatives selected by the Union and three (3) representatives selected by the Human Resources Director. The Committee shall meet at mutually agreeable times and places to review career development and in-house training programs and to prepare reports and recommendations to the Human Resources Director.
- E. The City and the Union recognize that technological or other changes may occur during the term of this Agreement. Whenever such changes occur, bargaining unit members will be offered opportunity for training, retraining or reassignment whenever possible. (Example: Detroit Resource Management System [DRMS]).
- F. To insure that employees are adequately trained, The Human Resources Department may conduct periodic training need assessments and employee performance reviews.

46. SOCIAL SECURITY

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

47. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION STATEMENT

- A. The City and the Union agree to cooperate in a policy of equal opportunity for all employees: to continue to prohibit discrimination because of race, color, creed, national origin, age, political orientation, sex, sexual orientation, or disability, (See Memorandum of Understanding Re: Precedence of Americans with Disabilities and Michigan Handicappers' Civil Rights Act Obligations to Disabled Persons), and to promote a full realization of equal employment opportunity through a positive and continuing effort.
- B. The City agrees to periodically provide the Union with copies of statistical minority employment information reports and such reports concerning policies and programs for equal opportunity in employment regarding City employees.
- C. The City further agrees that a crucial part of an effective affirmative action program is development of an effective training and education program designed to provide existing minority employees maximum opportunity to advance so as to perform at their highest potential.
- D. Upon request, the Human Resources Director or his/her designated representative(s) shall meet with the Joint Career Development and Training Committee.

48. 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 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. Employees may retire on or after July 1, 1992, with 25 years of credited service but less than 30 and receive an actuarially reduced pension which shall be known as the Actuarially Reduced 25 Year Option of the Retirement Plan. Employees who are receiving a duty or a non-duty disability pension or Income Protection benefits may elect to convert to this new option if they otherwise meet the qualifications.

Employees who have resigned with 25 or more years of service since July 1, 1992, shall have ninety (90) days to submit an application for this option from the date they are officially notified by the Pension Bureau that said application can be processed.

After the initial enrollment of applicants by the Pension Bureau, employees who subsequently leave City employment shall have ninety (90) days from their last paid date on the City payroll to select this option.

Retirees who began receiving a Duty or Non-Duty Disability Pension after July 1, 1992, may convert to this option no later than ninety (90) days after they would have had twenty-five (25) years with the City and have been notified by the Pension Bureau of the availability of this option.

Employees who began receiving Income Protection Benefits after July 1, 1992, may convert to this option anytime after they have had twenty-five (25) years of service with the City.

The above paragraphs notwithstanding, employees hired after January 1, 1996, shall not be eligible for a Service Retirement until they shall have attained fifty-five (55) years of age. This age requirement shall apply to both the Regular Service Retirement with thirty (30) years of service and for pension calculation purposes to the Early Service Retirement (actuarially reduced) with twenty-five (25) or more years of service.

- 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 from the City with a regular retirement or the Actuarially Reduced 25 Year Option 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.
- C. 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 "40 and 8" age and service requirement.
- D. For employees who separate from City service with a vested pension prior to reaching eligibility for a regular service retirement, time earned after July 1, 1986, shall not be factored into the formula for determining their pension benefit until they shall have attained age 62. This provision will not affect the current practice governing disabled employees.

In the event that any law, state or federal is passed during the term of this Agreement which permits employees to vest their pension prior to meeting the vesting requirements set forth in this contract, any employee who vests his/her pension in such a manner shall not be eligible for any pension benefits until his/her sixty-second (62nd) birthday.

- E. Employees who become eligible for a pension under the vesting provisions of the plan, shall be ineligible for any of the hospital, medical, optical or dental benefits provided for other retirees, spouses, dependents or beneficiaries.
- F. Subject to the provisions in Section N, employee contributions to the general retirement annuity fund shall be 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.

Upon attainment of twenty-five (25) years of service, an employee shall be eligible to withdraw, one time only prior to retirement, all or part of his/her annuity savings.

Non-Duty and Duty Disability retirees shall be eligible to withdraw, one time only, all or part of their annuity savings.

- G. At the time of retirement, members of the general City pension system may elect an option which shall entitle them to change their pension option from either option 2 or option 3 to a straight life pension after they have commenced collection of the pension if the member's beneficiary predeceases the member. This shall be known as the Pop-Up Option. The actuarial cost of the change in benefit shall be borne by the member who selects this change in his/her option election.
- H. Employees who retire on or after July 1, 1998, shall have their pensions computed according to the following formula. Using the highest paid 36 consecutive months out of the last 120 including longevity payments, as Average Final Compensation; 1.6% of Average Final Compensation for each year of service for the first 10 years; 1.8% of Average Final Compensation for each year of service for the second 10 years; 2.0% of Average Final Compensation for each year of service greater than 20 years up to 25 years; and 2.2% of Average Final Compensation in excess of 25 years; plus \$12 for each year of City service not to exceed \$120. In no case shall benefits paid by the Retirement System exceed ninety percent (90%) of Average Final Compensation except in the case where a higher pension amount has been earned in accordance with the provisions in effect prior to July 1, 1992.
- I. Effective for bargaining unit members who retire on or after July 1, 1999, they shall have the option to 1) select the Unused Sick Leave On Retirement payment benefit provided for in Article 29 of this labor agreement, or 2) choose to receive twenty-five percent (25%) of the unused accrued sick leave bank provided in Article 29 and have that sum included in the average final compensation used to compute the membership service pension portion of their retirement allowance. For any member choosing to exercise this option the lump sum payment the member will receive will be the remaining value of the unused accrued sick leave bank as provided in Article 29.
- J. Effective January 1, 1999, the maximum annual amount payable to an individual on a Duty Disability pension shall be increased to \$9,000 and for Non-Duty Disability pension to \$6,000.

The maximum amount of the Accidental Death Benefit as found in Chapter VI, Article VI, Part C, Section 1, Paragraphs B and C of the City Charter shall be increased from \$2,400 to \$5,700 per annum.

- K. Effective January 1, 1999, minor dependents under age 19 or permanently mentally or physically impaired dependent children who become impaired prior to age 19 of employees who die with 20 years of service without a surviving spouse shall receive a payment of \$9,000 per year which shall be divided equally amongst all eligible dependents. The payment will cease when the last minor attains age 19 or for mentally or physically impaired children at death. There shall be no retirement escalator for this payment.
- L. In addition to in-service death pension benefits which already exist for employees with 20 or more years of service, effective July 1, 1998, if a bargaining unit member dies after having attained 15 or more but less than 20 years of creditable service at any age below 60, the surviving spouse will be paid a 50% joint and survivor election. Dependent children, if

there is no eligible surviving spouse, are to be paid a total of \$6,000 which shall be divided equally amongst all eligible dependents until the youngest child reaches age 19, or for life if a child is permanently physically or mentally impaired.

M. The post retirement escalator factor shall increase from 2.0% to 2.25% of original base pension effective July 1, 1992.

N. Pension – Employer Contribution (414h Plan):

Upon notification by the Union to the City of its desire to activate a 414(h) Plan, the City will take steps to implement the provisions contained in the following paragraphs. The Union initiated the discussions and proposed the provisions contained in the paragraphs and the parties recognize and agree that it will take some time before this program can become operational due to the necessity of making changes in the City's computerized payroll system.

It is hereby agreed that every member of this bargaining unit shall be required to make contributions in the amount of 5% of their annual compensation to the Annuity Savings Fund of the General Retirement System. The said 5% employee contribution to the Retirement system Annuity Fund, although designated as employee contributions, shall be paid by the City of Detroit in lieu of contributions by the employee. The employee shall not have the option of choosing to receive the contributed amount directly instead of having them paid by the employer to the annuity fund. There shall be no additional contribution expense to the City of Detroit, and the amounts so contributed by the employer on behalf of the employee shall be treated, for tax purposes, as employer contributions and thus shall not be taxable to the employee until these amounts are distributed or made available to the employee.

These provisions shall not affect the amount or benefits level of the retirement allowance, or the City of Detroit's obligation thereto.

The wage rate for members of the bargaining unit shall not be altered or changed in any way as a result of these contract provisions. Consequently, these provisions shall not affect the basis upon which Longevity, sick leave payoff, holiday pay, overtime pay, recall pay, final average earnings, etc., or any wage-based benefit is computed.

The AFSCME – Non Supervisory bargaining unit, agrees to indemnify and hold the City harmless with respect to any adverse ruling, if any, and monetary penalty, judgment, or damages to the City as a consequence of the City's compliance with the provisions of this Agreement.

O. Employees shall have the option of selecting from two additional surviving beneficiary options of 25% and 75%.

P. Annuity Contribution Amounts: The City will offer employees who choose to contribute to the annuity plan the option of 3% up to the Social Security maximum salary which would then be increased to 5%, a straight 5%, or a straight 7% contribution.

Q. Members of the bargaining unit shall have the option of belonging to the City's current defined benefit/defined contribution retirement plan or a new defined contribution

retirement plan in accordance with the rules the City will issue for a defined contribution plan. The parties agree that the defined contribution plan the Executive Branch will propose for acceptance by the City Council, although not specifically detailed at this time, is intended to be primarily in accordance with the provisions which were last advocated by the Executive Branch in November-December, 1997.

- R. Effective July 1, 2003, the membership of the General Retirement System, Board of Trustees [Article II, Section 2, Subsection (1)] shall be modified to provide that one of the trustees is: "The Mayor of the City or his/her designated representative, ex-officio. Such designated person shall be a full-time appointive or classified City employee."
- S. 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 and Ordinance 2-93, J.C.C. Page 133.

49. TUITION REFUND

- A. Bargaining unit members may participate in the City's Tuition Refund Program in accordance with the policies as administered by the Human Resources Department. Employees requesting a tuition refund should submit the applications to the human resources officer in their department.
- B. The maximum amount of the tuition refund shall be increased as indicated below:
 - 1. An eligible employee will be entitled to receive a maximum of \$2,000 per fiscal year to be applied toward tuition and applicable registration fees 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 and applicable registration fees 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 toward payment for 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.

50. PROTECTION CLAUSE

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

The parties agree that special wage adjustments for particular classifications within other bargaining units, when based upon personnel recruitment and retention difficulties or special job

skills, shall not require an equivalent increase for the AFSCME unit at large; the parties further agree, however, that an adjustment shall be required for an AFSCME classification to maintain the recognized traditional wage relationship to another bargaining unit's classification which received such a special wage adjustment.

51. CONFIDENTIAL EMPLOYEES

The parties agree that certain City employees are designated as confidential employees and are, therefore, to be exempt from membership in the bargaining unit covered by this Agreement. These employees are those holding the positions as outlined in the Memorandum of Understanding reached by the parties and submitted, and approved by the Michigan Employment Relations Commission in connection with Case No. C79 D-110 as well as the Decision and Order of the Commission in that case dated June 4, 1980. The City shall not designate other employees as confidential without the agreement of the Union; but may, if the Union fails to so agree, petition the Michigan Employment Relations Commission to approve such designation.

52. MODIFICATION AND TERMINATION

It is agreed between the parties that this Contract shall continue in full force and effect until 11:59 p.m., June 30, 2008. If either party desires to modify this Contract they shall give written notice during the month of February 2008. Negotiations for a new contract shall commence thirty (30) days after that date.

In the event that the City and the Union fail to arrive at an agreement on wages, fringe benefits other monetary matters, and non-economic items by June 30, 2008, the 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) day written notice on or after June 20, 2008.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

On this 17th day of July, 2006.

**MICHIGAN COUNCIL 25,
and the Local Unions listed below
of the American Federation of
State, County and Municipal
Employees, AFL-CIO**

CITY OF DETROIT:

ALBERT GARRETT, President
AFSCME, Council 25, AFL-CIO

KWAME M. KILPATRICK, Mayor
City of Detroit

JIMMY A. HEARNS, Staff Specialist
AFSCME, Council 25, AFL-CIO

BARBARA WISE-JOHNSON, Director
Labor Relations

**MICHIGAN COUNCIL 25,
and the Local Unions listed below
Of the American Federation of
State, County and Municipal
Employees, AFL-CIO:**

CITY OF DETROIT:

ROBERT STOKES, President
Local 23

JAMES J. TYLER, JR., Director
Human Resources Department

JOHN MATTHEWS, President
Local 26

JOHN E. JOHNSON, JR., Corporation Counsel
Law Department

EULA MURRAY, President
Local 62

ROGER SHORT, Chief Financial Officer
Finance Department

JOHN RIEHL, President
Local 207

Approved and Confirmed by the City
Council on _____

ARMELLA NICKLEBERRY, President
Local 214

JANICE M. WINFREY, City Clerk

ROGER RICE, President
Local 229

SCECILLA HUNT, President
Local 273

LEAMON B. WILSON, President
Local 312

**MICHIGAN COUNCIL 25,
and the Local Unions listed below
Of the American Federation of
State, County and Municipal
Employees, AFL-CIO:**

LAURIE WALKER, President
Local 457

MELVIN BRABSON, President
Local 542

ROBERT DONALD, President
Local 836

SHEILA PENNINGTON, President
Local 1023

ELMIRA WILLIS-STUCKEY, President
Local 1220

JOSEPH WALTER, President
Local 1227

GINA THOMPSON-MITCHELL, President
Local 1642

MARESTELLA LAYNE, President
Local 2799

EMILY KUNZE, President
Local 2920

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

RE: Adoption of a Cafeteria Plan

During the course of negotiations, the Union proposed that the City adopt a Cafeteria Benefit Plan approach to the administration of fringe benefits and any “qualified benefits” as provided for in 26 U.S.C.A. Section 125, “Cafeteria plans,” Internal Revenue Code. The Union indicated a desire to explore ways to find a plan which would be cost neutral and acceptable to the City. Accordingly, the City agrees to meet at mutually agreeable times during the term of the 2005-2008 Master Agreement to consider the Union’s presentation.

Note: This matter may also be referred to the Central Labor/Management Committee by mutual agreement of the parties, (see Memorandum of Understanding, page 90).

Dated this 17th day of July, 2006

FOR THE UNION:

FOR THE CITY:

Albert Garrett, President
AFSCME, Council 25, AFL-CIO

Barbara Wise-Johnson, Director
Labor Relations

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

RE: Application of Terms and Conditions of the Master Agreement to Members of AFSCME Local 273, Detroit Registered Nurses Organization

During the 1986-89 contract negotiations, Council 25 indicated that it wished to fold Local 273, Detroit Registered Nurses Organization under the terms of the Master Agreement. In consideration of this request, the City agreed that all the terms and conditions of the Master Agreement shall apply with the exception of the following provisions:

Article 18 – Transfer and Promotions

Shift and Location Preference shall not apply to members of Local #273. Any Junior Public Health Nurse who meets the requirements of Public Health Nurse and who has a satisfactory work and attendance record may present verification of completion of a B.S.N. degree and be considered for promotion. No posting shall be required.

Article 42 – Clothing and Uniform Allowance

Uniform allowance for members of the unit shall be \$370.

L.P.N. SERVICE CREDIT

The City offers credit to Licensed Practical Nurses who are or who become General Staff Nurses as follows:

<u>Time Served as LPN In City Department</u>	<u>Credit Allowed</u>
Less than 2 years	Minimum
2 years but less than 4 years	One Step Level of \$400
4 years or more	Two Step Levels of \$400 each

OTHER CONDITIONS

- A. **EDUCATION BONUS:** An education bonus shall be added to the annual rate of pay of nurses according to the following schedule.

Bachelors Degree

Clinic Nurse¹

Clinic Nurse
Special Service¹

Junior Public Health Nurse³

Junior Public Health
Nurse Special Service³

Public Health Nurse²

Public Health Nurse
Special Service²

Senior Clinic Nurse¹

Senior Clinic Nurse
Special Service¹

Clinic Nurse-
Venereal Disease²

Masters Degree

Senior Public Health Nurse¹

Senior Public Health Nurse
Special Service¹

-
- ¹ Additional \$400 per year to be paid if an employee has a degree beyond minimum required, not to exceed maximum rate.
- ² Additional \$400 per year to be paid if an employee has a degree beyond minimum required, not to exceed maximum rate.
- ³ Additional \$60 increment to be added to base salary when an employee completes nine quarter hours credit or its equivalent toward Public Health Nurse qualifications.

Lump Sum Bonus: An educational bonus will be paid in August of each year after submission of proof of successful completion of courses in a program leading towards a BSN degree. The bonus shall be \$200 for each nine semester hours completed, up to a maximum of \$1,200. Employees will have to be on the active payroll register at the time of payment to receive this bonus. Special Service Jr. PHN's will receive a prorated bonus based on their hours of service during the preceding fiscal year.

B. **EXPERIENCE:** Experience for nurses will be evaluated on the following basis:

1. **New Hire:**

- a. Non-City Experience – Each year of comparable experience will entitle an employee to a step within the range not to exceed one step level below the maximum.
- b. City Experience – If an employee returns within one (1) year after termination, she/he will return at the same experience level held as the date of termination. If an employee returns after one (1) year, she/he will be entitled to one step for each year of comparable experience with the City, not to exceed one level below maximum.
- c. Combination Experience – Allowable under a and b.
- d. For purposes of determining the starting rate of new hires, the City will construe the phrase “comparable experience” to include all full-time, paid, successful, professional, verified nursing experience.

2. **Transfer of Employees from Non-Public Health Nursing to Public Health Nursing:** Employees changing from Non-Public Health Nursing to Public Health Nursing or vice versa will transfer over at their current rate or the maximum of the new class whichever is less; but in no case less than the minimum of the new class.

3. **Promotions:** When a nurse is promoted in series she/he will be paid the minimum of the new class or next highest rate level in the new class over her/his old rate, whichever is greater. However, the Clinic Nurse being promoted to Senior Clinic Nurse will be placed in the new range at the same experience level that she/he had as a Clinic Nurse.

4. **General:**

- a. Information on experience and education will be secured and evaluated by the Human Resources Department when a nurse is hired. A copy of the evaluation will be given to the employee by the department.
- b. In counting experience, credit will be granted for full-time scheduled work years only. Leaves of absence in excess of thirty (30) days shall be excluded. However, in totaling such work experience, the City will “round up” to the next full year when the remaining experience beyond the lower full year is ten (10) months or more.

- c. Part-time experience shall be equated to full-time experience on the basis of 260 days equaling a full year of experience, 4-b above shall apply to a partial year of experience.
- d. All nursing experience within the last ten (10) years will be counted.
- e. Once credit is evaluated and the appropriate rate level established, no additional credit for experience prior to appointment will be granted unless an error was made in the original evaluation.

C. **REIMBURSEMENT OF WORKING EXPENSES:** The City will pay any legitimate expense incurred by an employee in the performance of her/his duties. Claims for personal property losses or damages are excluded from this provision. Personal property claims shall be paid according to the provisions of the J.C.C. 12-19-61, pg. 2657, as amended. Also, claims for meals and lodging shall be excluded from the provisions of this Article.

D. **SHIFT PREMIUM:** Employees who work regularly schedule afternoon shifts shall receive in addition to their regular pay a premium of one dollar (\$1.00) per hour. The night shift premium shall be one dollar and ten cents (\$1.10) per hour.

Dated this 17th day of July, 2006.

FOR THE UNION:

FOR THE CITY:

Albert Garrett, President
AFSCME, Council 25, AFL-CIO

Barbara Wise-Johnson, Director
Labor Relations

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

RE: Contractual Work – Pilot Program

The City and Council 25, AFSCME agree to institute a pilot program at the City's Department of Transportation to analyze the cost effectiveness of using outside contractors and to strive to maintain work in-house. A Joint Labor-Management Committee, consisting of three persons appointed by the City and three persons appointed by the Union shall be established whose objective will be to develop a system that measures in-house costs for specific repair jobs and compares those costs with the costs of having those jobs performed by outside contractors. Additional persons may be added to the Committee by mutual agreement. This committee will then launch pilot projects whose objectives are to perform specified repair tasks at or below the cost of having the work done by contractors. The intended effect of this system is conserving City jobs and City funds.

Subsequent to negotiations, the parties will meet with representatives of the Water and Sewerage Department and those departments having employees represented by Locals 229, 23, and 542, and others to discuss the feasibility of adopting this type of plan in other departments.

Dated this 17th day of July, 2006

FOR THE UNION:

FOR THE CITY:

Albert Garrett, President
AFSCME, Council 25, AFL-CIO

Barbara Wise-Johnson, Director
Labor Relations

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

**RE: Defense and Indemnification of Employees Against
Damage Suits, Claims, Etc.**

The parties acknowledge that the current City policy regarding the defense of and indemnification of employees against damage suits, claims, etc. is set forth in the Detroit City Code Chapter 13, Article 11.

Dated this 17th day of July, 2006

FOR THE UNION:

FOR THE CITY:

Albert Garrett, President
AFSCME, Council 25, AFL-CIO

Barbara Wise-Johnson, Director
Labor Relations

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

**RE: Downtown Parking Availability; Transportation Choices
to Downtown Worksites**

The Union stated that bargaining unit members are having increasing difficulty getting downtown parking spots for their vehicles. Reduction in the number of parking lots with reasonably priced “daily” or “monthly” rates was cited as a growing trend.

The City observed that depending on the transportation method an employees chooses, vehicle parking issues can sometimes be altered or entirely eliminated.

As a consequence of the discussion, the parties agree to form a special joint labor and management committee to study this subject matter. The results of the Committee’s work will be issued as a report addressed to the Labor Relations Director and the President of AFSCME Council 25.

Dated this 17th day of July, 2006.

FOR THE UNION:

FOR THE CITY:

Albert Garrett, President
AFSCME, Council 25, AFL-CIO

Barbara Wise-Johnson, Director
Labor Relations

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

RE: Former Community Nutrition Workers

The parties hereby acknowledge the settlement terms of Civil Action No. 87-706099-AW concerning persons formerly engaged as Community Nutrition Workers and incorporate by reference its terms. Since the terms of that Settlement clearly describe a certain level of benefits entitlement and seniority rights that might not be apparent from the main terms of the Labor Agreement, as regards the employees covered by the Settlement, any disputes as to the interpretation or application of the general contract language terms and to the extent the provisions of the Settlement are implicated, shall be resolved on the basis of application of the specific language of the Settlement.

Dated this 17th day of July, 2006

FOR THE UNION:

FOR THE CITY:

Albert Garrett, President
AFSCME, Council 25, AFL-CIO

Barbara Wise-Johnson, Director
Labor Relations

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

RE: Joint Labor/Management Review of Contracting-Out Situations

The parties agree to form a labor/management team to audit the financial impact of various contracts the City has entered into where the Union's position is that such services can be provided by City employees at a more cost effective level. The committee will also be charged to conduct audits of contracts for purchases of goods or specialized services where there is an allegation that such goods or services can be provided at lower costs for comparable or superior results. Also, where time, resources, and circumstance permit, this committee may analyze proposed contracting-out plans prior to their being formally entered into by the City.

Contracts or situations that have already been identified by the Union as permitting some alleged waste of financial resources and which will serve as the initial work of the committee include the following:

- D.O.T. brake work
- Automotive repairs
- Brokered auto parts purchasing
- Small unit air conditioning servicing
- Large unit air conditioning leasing and servicing at Waste Water Treatment Plant
- Parks grass cutting
- Tree trimming/cutting
- Grant funding

The work of this Committee will commence as soon as possible after the Contract is ratified and will continue throughout the life of the Agreement.

Dated this 17th day of July, 2006

FOR THE UNION:

FOR THE CITY:

Albert Garrett, President
AFSCME, Council 25, AFL-CIO

Barbara Wise-Johnson, Director
Labor Relations

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

RE: Joint Study Committee on Classification Questions

- **Duty Specifications**
- **Multiple Titles**
- **Allied Classes**

The City and the Union hereby agree that a joint committee provided for under the old contract and established during negotiations will continue to meet and review the duty specifications for employees covered by the Master Agreement.

The Committee shall consist of not more than six (6) members appointed by the Council 25, and not more than six (6) members appointed by the City's Human Resources Director.

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

Dated this 17th day of July, 2006.

FOR THE UNION:

FOR THE CITY:

Albert Garrett, President
AFSCME, Council 25, AFL-CIO

Barbara Wise-Johnson, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND
AMERICAN FEDERATION OF STATE, COUNTY AND
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RE: Labor/Management Committees

The parties acknowledge a need to establish means for a continuing dialogue between management and union representatives to discuss and resolve matters that are of mutual concern, and to work cooperatively toward improving services, and the effective delivery of such services, to the citizens of Detroit. Accordingly, the parties have agreed to establishment of the following:

A. CENTRAL LABOR/MANAGEMENT COMMITTEE:

The Central Labor/Management Committee shall consist of the Council 25 President or his/her designated representative, and up to five (5) Local Union Presidents, and the Labor Relations Director, or his/her designated representative, and up to five (5) management persons. Appointment of the union and management representatives shall be on an ad hoc basis; that is, committee members can be chosen based on the item(s) on the meeting agenda.

The proper subjects to be discussed by the Central Labor/Management committee shall include health care and other employee benefits, general employment issues that have applicability throughout City service, and other subjects which the parties agree should be studied and referred to the Committee. In the past such subjects have included health care cost containment programs, income protection insurance, cafeteria benefit plans, workers' compensation cost containment, productivity programs, and child care studies. The Committee may agree to appoint sub-committees to conduct continuing studies on particular matters.

B. LOCAL LABOR/MANAGEMENT COMMITTEE:

A Local Labor/Management Committee, to be established in each City department, which shall consist of the Local Union President, and up to three (3) other bargaining unit members, and the Department Director, or his/her designated representative, and up to three (3) other management persons. Appointment of the union and management representatives shall be on an ad hoc basis; that is, committee members can be chosen based on the item(s) on the meeting agenda.

The proper subjects to be discussed by Local Labor/Management Committees shall include employment issues that are unique or of special concern to a particular department, methods of increasing productivity, implementation of technological changes, and employee training.

C. CITY-WIDE LABOR/MANAGEMENT COMMITTEE:

When appropriate, and mutually agreed between the parties, AFSCME will participate in Labor/Management Committee meetings involving representatives of other City labor organizations. The composition of this multi-union Labor/Management Committee will be determined at the time of formation of said committee.

The parties agree that to increase effectiveness of Committee discussions, relevant training in specific subject areas should be made available to committee members. Provisions may be made to send selected committee members to seminars, workshops or in-service training.

The joint labor/management committees established in this memorandum are not intended to replace or displace other special joint committees provided for under other specific provisions of this Master Agreement.

Dated this 17th day of July, 2006

FOR THE UNION:

FOR THE CITY:

Albert Garrett, President
AFSCME, Council 25, AFL-CIO

Barbara Wise-Johnson, Director
Labor Relations

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

RE: Local Union Presidents

- A. The City and the Union Hereby agree that for the duration of their Master Agreement, to which this memorandum is attached, the Presidents of those Local Unions covered by the Master agreement on July 1, 2005, shall be permitted to devote full time to their various Union duties and responsibilities, subject to the following conditions:
1. The Local Union Presidents covered by this memorandum (including those representing employees of the Department of Transportation) shall not exceed seventeen (17) in number at any time unless otherwise mutually agreed upon by the City and the Union.
 2. In the event the local union jurisdictional structure is reorganized or new locals established, no additional full-time Presidents will be permitted unless otherwise mutually agreed upon by the City and the Union.
 3. On the date the Master Agreement takes effect, the names of the persons then serving as the Presidents of the respective Locals covered by this memorandum on July 1, 2005, shall be certified in writing by the Field Staff Supervisor of Council 25, and any subsequent changes shall be certified in like manner and shall include the effective date of each change.
 4. The Local Union Presidents shall work full time solely on matters pertaining to their respective local unions and the bona fide City of Detroit/AFSCME contract-servicing duties as prescribed to them by the AFSCME Council 25 President in accordance with Paragraph 6 below. Other members of the local union will not be excused to attend meetings or grievance hearings as a substitute for the Local President unless the member's department is notified in advance that the President is not available due to excused time (vacation, sick leave, etc.).
 5. A full time Local President or a representative from Council 25 must notify a designated City representative that he/she is on duty on each regular City business day. The Local President shall be required to complete a time sheet and submit it to the City representative in accordance with that President's department's policies and procedures. He/She must furnish said representative with a phone number where he/she can be contacted.

In the event he/she is not available for duty he/she must notify said representative of the manner he/she wishes his/her time to be charged. Said notice may be furnished in writing in advance or by telephone on any given day, but in all cases must be indicated

on his/her time sheet. A President shall not be considered available for duty if he/she is not in the City or area covered by his/her jurisdiction.

6. In addition to the specific contract-servicing Local Union duties prescribed for Local Union Presidents by the Master Agreement, the parties agree that all Local Presidents shall also be responsible for contributing to the general administration of the Master Agreement, City-wide, for the benefit of all 3,000+ City employees covered by the Master Agreement, irrespective of the various Local Unions to which the employees belong.

In fulfillment of those City-wide contract administration obligations, each Local Union President will also be responsible for the specific City/AFSCME contract-serving duties prescribed by the AFSCME Council 25 President. The names of the Local Union Presidents and the respective City-wide duties and roles they will be assigned to fulfill shall be certified in writing by the AFSCME Council 25 President within 30 days after the Master Agreement takes effect. Among such duties to be assigned, will be the appointment of various Local Union Presidents to the following City-wide committee assignments:

- Joint Central Committee on Health and Safety
- Health Care Cost Containment Committee
- Career Development Training Committee
- Joint Central Committee on Income Protection Study
- Joint Central Committee on Classification Questions
- Detroit Apprenticeship Committee (the new additional member)
- Joint Labor Management Review Committee (Employee Assistance Program)
- Joint Labor Management Review Committee (Workers' Compensation)
- Joint Labor Review Committee (Contractual Work – Pilot Programs at DOT and in various other departments)
- Various Other Joint Labor Management Review Committees (based on relevant subjects or issues as dictated by the needs of the City, the departments, and the Union.)

Note: The above is not an exhaustive list of such committee assignments or City-wide administrative appointments which can be made. Any changes in the various City-wide assignments given to a Local Union President can only be made by the AFSCME Council 25 President, and a written notification of such changes must be provided to the Labor Relations Director.

- B. The compensation for the Local Union President qualifying above shall be the obligation of the City and shall be administered subject to and in accordance with the following:
 1. A Local Union President shall be paid a salary equivalent to the straight time weekly or bi-weekly rate which he/she would have received had he/she not assumed his/her elected position. His/Her salary shall be adjusted in accordance with Article 41 of the

Master Agreement. Said salary shall be full compensation for all time spent in his/her duties as Local Union President.

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

2. The City will provide fringe benefits in the same manner and to the same extent as other employees covered by this Agreement. Vacation and other off time benefits (excluding sick leave) earned on or after July 1, 2005, must be liquidated in the fiscal year in which they are credited. Vacation earned and credited after 1600 hours in a fiscal year shall be considered credited in the succeeding fiscal year.
 3. Any expenses (including the use of automobiles) incurred by the Presidents in the performance of their duties shall not be the responsibility of the City.
- C. One of the primary purposes of this memorandum is to promote labor harmony between the City and its employees. When necessary either party may request a special conference to achieve this end. If circumstances warrant immediate attention, the parties will meet as soon as possible after the request is made.
- D. Except as specifically stated above, the Union agrees to reimburse the City for all legal liabilities, if any, assessed against the City in the event that a City of Detroit Local Union President incurs such liability when functioning in duties or areas unrelated to his or her Local Union Presidency.

Dated this 17th day of July, 2006.

FOR THE UNION:

FOR THE CITY:

Albert Garrett, President
AFSCME, Council 25, AFL-CIO

Barbara Wise-Johnson, Director
Labor Relations

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

RE: Miscellaneous

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

- A. Sixty (60) days after ratification of a Contract between the parties to this Memorandum of Understanding, the City of Detroit shall provide a final approved copy of the Contract to Michigan Council 25, AFSCME in a printed format mutually agreed upon by the parties. The City shall also provide the printing specifications for the Contract.

Within thirty (30) days of receipt of the approved copy of the contract and the printing specifications, the Union shall engage the services of a mutually agreed upon printer to provide the required number of copies of the Contract. The parties shall reach agreement on the number of contracts to be printed, the cost for printing, and the City shall reimburse the Union for said costs. Unless otherwise instructed by the City, the printer shall deliver all copies of the Contract to the Labor Relations Office for distribution to the parties.

- B. Exhibit VII will consist of 30 copies of the ordinances and resolutions of the City Council that are applicable to the sections of this contract as indicated which have been provided to the Union.

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

- C. The City will provide Council 25 with 20 copies of the "2005-2006 Red Book" and each succeeding "Red Book" when they become available.

Dated this 17th day of July, 2006.

FOR THE UNION:

FOR THE CITY:

Albert Garrett, President
AFSCME, Council 25, AFL-CIO

Barbara Wise-Johnson, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
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RE: National Health Care

If, during the term of this Agreement, a Federal Health Care Law is enacted, the parties shall enter into immediate collective bargaining negotiations over the impact of such a law on the existing arrangements for funding and providing health care benefits.

Dated this 17th day of July, 2006.

FOR THE UNION:

FOR THE CITY:

Albert Garrett, President
AFSCME, Council 25, AFL-CIO

Barbara Wise-Johnson, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
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RE: Precedence of Americans With Disabilities and Michigan Handicappers' Civil Rights Act Obligations to Disabled Persons

WHEREAS the City of Detroit and AFSCME, Council 25, are each subject to the provisions of the Americans with Disabilities Act of 1990 (ADA), Title I, and the Michigan Handicappers' Civil Rights Act (MHCRA), and

WHEREAS these pieces of legislation are new comprehensive civil rights acts providing for non-discrimination of persons who, in accordance with the standards and contents of said acts, are disabled and yet fully-qualified with reasonable accommodation in some cases, to perform applicable City jobs; and

WHEREAS the full impact of the legislation's application to City of Detroit employment policies, present and future, and the changes that will necessarily have to be made to past practices, including those that grew out of the operation of the provisions of prior labor agreements between the parties cannot be fully determined at this time, and

WHEREAS the Congressional history of the EEOC-written Federal Regulations also encourage employers and labor unions to agree to the type of provisions set forth in this Memorandum and elsewhere in the Master Collective Bargaining Agreements;

NOW, THEREFORE, in recognition of the aforestated obligations and anticipated uncertainties attendant the MHCRA, and the ADA in particular, the parties hereby agree that:

- A. Non-Discrimination – Include “persons with disabilities” in the classes in the contract’s discrimination clause.
- B. General Compliance – “This contract shall comply with the Americans with Disabilities Act.”
- C. Joint Labor-Management Committee – “In accordance with the employer’s obligation to practice nondiscrimination in all phases of employment of the disabled and to promote sensitivity for all employees, a joint committee of labor and management will be established. The Committee shall meet at such times as both parties shall mutually agree, or minimally on a quarterly basis whenever either party requests same.”

- D. Union Representation – “During the process to identify a reasonable accommodation, the employee has the right to have union representation, if he or she so chooses.”

Dated this 17th day of July, 2006.

FOR THE UNION:

FOR THE CITY:

Albert Garrett, President
AFSCME, Council 25, AFL-CIO

Barbara Wise-Johnson, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
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CITY OF DETROIT
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RE: Private Car Mileage Reimbursement

A. RATES OF PAYMENT:

1. When an employee covered by this Agreement is assigned to use his/her automobile to perform his or her job, he or she shall be paid mileage at the current IRS per mile rate, subject to change when that rate changes higher or lower. In addition, \$3.00 per day is to be paid for each day an employee is required to use his car for City business.
2. 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.

B. DEFINITION OF REIMBURSABLE MILEAGE:

1. Trips from home to headquarters and back home shall not constitute reimbursable mileage.
2. Trips in either direction between home and any officially designated point (when there is no specific headquarters) shall not constitute reimbursable mileage.
3. Trips from headquarters (or from the designated starting point if the employee has no headquarters) to a job, from job to job, and if directed, back to headquarters or starting point, shall constitute reimbursable mileage.
4. For those employees who do not report to a specific headquarter, 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 the work day shall constitute reimbursable mileage.

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

1. For employees reporting for work at North Service Center - \$5.00 per day travel allowance.
2. For employees reporting for work at Southwest Station - \$3.00 per day travel allowance.

3. For employees reporting for work at Ford Road Booster Station - \$1.50 per day travel.
4. For employees assigned to Lake Huron Station - \$18 per day travel allowance. Employees permanently assigned to Lake Huron Station shall be ineligible for this payment 18 months after their assignment to this location.
5. For employees assigned to Lake Huron Station who receive an involuntary transfer to a job assignment in the Detroit area - \$18 per day travel allowance. Employees permanently assigned to Detroit shall be ineligible for this payment 18 months after their assignment to this location.

D. 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, the City will pay for unrecoverable collision damage in excess of \$50 not to exceed \$250. 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.

- E. 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.
- F. 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.
- G. In order to receive mileage reimbursement an employee must actually use an automobile on City business.

Dated this 17th day of July, 2006.

FOR THE UNION:

FOR THE CITY:

Albert Garrett, President
AFSCME, Council 25, AFL-CIO

Barbara Wise-Johnson, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
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**RE: Procedure for Elimination of the Backlog of Grievances
Which Arose Under the 2001-2005 Master Agreement**

During negotiations to reach agreement on a contract to replace the Master Agreement, which expire June 30, 2005, discussions arose regarding elimination of the backlog of grievances, which had arisen under this and earlier Contracts. What follows is a procedure agreed upon by the parties to accomplish that end:

A. **ESTABLISHMENT OF A MEDIATION PANEL:** The AFSCME Council 25 President and the City Labor Relations Director will appoint one (1) representative each to serve as members of the Mediation Panel. Said Panel shall meet weekly, if necessary, and have full authority to resolve the backlog of grievances as indicated below:

1. Council 25, AFSCME and the City of Detroit Labor Relations Division are to develop separate lists, by department, of the unresolved grievances which arose under the 2001-2005 Master Agreement for submission to the Mediation Panel.
2. Within thirty (30) days after the 2005-2008 Labor Agreement takes effect, the Mediation Panel will meet and reconcile any discrepancies between those two lists, producing a single list.
3. Within thirty (30) days of establishing a reconciled list of cases, as indicated in number 2 above, the Mediation Panel will examine the grievances and attempt to group them by issue. Also, either party, for whatever reason, can indicate which grievances are to be excluded from the mediation process.

Grievances of employees who have been discharged, and such discharge is not the subject of one of the unresolved grievances, shall be purged from the list.

4. The Mediation Panel will examine grievances involving disciplinary action which is more than fourteen (14) months old to (1) determine if there has been subsequent discipline action, and if not, (2) to explore the feasibility of withdrawing the grievance or retracting the disciplinary action or otherwise settling the grievance.
5. The Mediation Panel will determine if settlements can be made of the grievances, which survive steps 3, 4, and 5 above.
6. Where decisions of the Mediation Panel have been made to remove grievances from further consideration, written notices of such decisions shall be sent to the grievants at their last address of record. Notice to the grievant's last address of record shall constitute proper notice. Such notices shall be sent within fifteen (15) working days after the Mediation Panel's decisions and jointly signed by the Mediation Panel. The decisions of the Mediation Panel shall be final and binding on all parties.

7. Separate lists, by department and local union, of the decisions of the Mediation Panel will be sent to the applicable Department Director and Local Union President, and the AFSCME Council 25 President, and the Labor Relations Director.

B. CASES REFERRED BY THE MEDIATION PANEL TO A THIRD PARTY MEDIATOR:

1. The remaining grievances will be submitted to a mediator for a hearing. This hearing will involve only opening and closing statements and submission of documentary evidence, unless otherwise mutually agreed by the Panel. The decision of the mediator shall be an advisory opinion, unless the Panel agrees in particular cases to make the Mediator's decision final and binding.
2. The Mediator's opinion will be either accepted or rejected by the Mediation Panel, except in those cases where the Panel agreed that the Mediator's decision is final and binding on both parties.

C. CASES TO BE REFERRED TO AN UMPIRE OR ARBITRATOR:

1. Those grievances which the Mediation Panel excluded from the advisory mediation process and those which were included in the advisory mediation process, but the mediator's advisory opinion was not accepted by the Mediation Panel, will then be scheduled for an appropriate hearing by an umpire or an arbitrator, under the provisions of the 2001-2005 Master Agreement. The threshold issue of timeliness of any grievance scheduled for an appropriate hearing shall be decided by the umpire or arbitrator selected to hear the grievance.
2. Any grievance or management action which precipitated a grievance may be withdrawn at any point in the process.

- D. PILOT PROGRAM TO REDUCE BACKLOG OF GRIEVANCES:** The parties agree to institute a new Pilot Grievance Review Program for the purpose of expediting the resolution of grievances and to give Council 25 the opportunity to conduct its internal appeal and review of grievances after receiving the Step 4 answer from Labor Relations. Within sixty (60) calendar days of receipt of the Step 4 answer, the Council will notify Labor Relations that the grievance is a) being appealed to arbitration under the regular provisions of Article 8, b) being withdrawn, or c) being placed into the Pilot Grievance Review Program. Any grievance referred to the Pilot Grievance Review Program which is not appealed to arbitration by Council 25 within nine (9) months of the Step 4 grievance hearing shall be considered resolved on the basis of the City's last answer. This Pilot Grievance Review Program shall become effective upon the signing of this Agreement and will terminate on June 30, 2008. Any extension of this pilot program will only be by mutual agreement of the parties.

Dated this 17th day of July, 2006

FOR THE UNION:

FOR THE CITY:

Albert Garrett, President
AFSCME, Council 25, AFL-CIO

Barbara Wise-Johnson, Director
Labor Relations

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RE: Required Licenses and Renewals

A. COMMERCIAL DRIVER'S LICENSE

1. For employees who are required by the City (as outlined in their job specification) to have a Commercial Driver's License (CDL), the City will pay fifty percent (50%) of the renewal fee for their CDL and one hundred percent (100%) of the cost of any required endorsements.
2. Refund payments will not include any other fees or expenses associated with renewing a CDL.
3. To be eligible for this reimbursement, employees must follow the procedures established by their department (Form CDL 2-97). This reimbursement is only for CDL renewals obtained on or after March 26, 1999.

B. PESTICIDE LICENSES

1. For employees who are required by the City (as outlined in their job specifications) to possess and maintain a pesticide license issued by the State of Michigan, the City will reimburse the affected employee fifty-percent (50%) of the fee charged by the State to renew such license.
2. City reimbursements will not include any other fees or costs that may be associated with renewing the required pesticide license. And all requests for reimbursement must be supported with adequate original receipts indicating at a minimum, the name of the license holder, the date the renewal was obtained and the amount of the fee that was paid.
3. This provision took effect on July 1, 1999, the first day of the month following written receipt of official notification from the Union that the membership ratified the Labor Agreement (subject to the Labor Agreement being eventually approved by the City Council).

C. NURSING REGISTRATION

1. For employees in the Clinic Nurse and Public Health Nurse series of classes who are required by the City (as outlined in their job specifications) to possess and maintain registration as a Registered Nurse from the Michigan State Board of Nursing, the City will reimburse affected employees fifty percent (50%) of the fee charged for the registration.

2. City reimbursements will not include any other fees or costs that may be associated with renewing the required registration. And all requests for reimbursement must be supported with adequate original receipts indicating at a minimum, the name of the registration holder, the date the renewal was obtained and the amount of the fee that was paid.
3. This provision will take effect on the first day of the first day of the month following approval of this provision by the City Council.

D. OTHER LICENSES

1. For employees who are required by the City (as oftentimes specifically outlined in their job specifications) to possess and maintain a State, Federal or other Government regulatory agency license, the City will reimburse affected employees fifty percent (50%) of the license renewal fee. Such City reimbursement shall not include any other costs associated with attaining the education, skills, or qualifications for the license and/or maintaining eligibility for the license.
2. In addition to employees covered above in Paragraphs A, B, and C of this Memorandum, employees in the following classifications have also been specifically identified at this time as eligible for the 50% license renewal reimbursement payment:
 - Social Worker – Michigan Social Work Registration.
 - Money Handler, Intermediate Money Handler and Senior Money Handler – Commercial Driver License, Group B and Air Brake Endorsement; Certification to Carry a Concealed Weapon.
 - First Aid Station Nurse – Licensed by the Board of Nursing of the Michigan Department of Licensing and Regulation.
 - Medications Licensed Practical Nurse – Licensed by the Board of Nursing of the Michigan Department of Licensing and Regulation.
 - Water Plant Operator and Senior Water Plant Operator – Class F-4 Water Treatment Operators Certification issued by the Michigan State Department of Environmental Quality or equivalent.
 - Community Nutrition Assistant – American Dietetic Technician Registration issued by the American Dietetic Association.
 - Substance Abuse Counselor – Addiction’s Counselor I Certification.
3. This provision will take effect on the first day of the month following approval of this provision by the City Council.

Dated this 17th day of July, 2006

FOR THE UNION:

FOR THE CITY:

Albert Garrett, President
AFSCME, Council 25, AFL-CIO

Barbara Wise-Johnson, Director
Labor Relations

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

RE: Skilled Trades

The City of Detroit and Michigan Council 25 of the American Federation of State, County and Municipal Employees agree that the classifications listed below are to be considered as Skilled Trades and persons holding these titles are considered journeypersons in their trade.

Air Equipment Mechanic
Auto Electric Mechanic
Auto Repair Sub-Foreman
Dental Technician
Electrical Repair Worker – Shop
Electrical Systems Control Instrument Technician
Electronic Equipment Technician
General Auto Body Mechanic
General Auto Mechanic
General Blacksmith
General Machinist
General Welder
Machinist Sub-Foreman
Offset Printer
Plant Maintenance Mechanic
Process Control Center Operator
Radio Maintenance Technician
Senior Sewage Plant Operator
Senior Water Plant Operator
Senior Water Systems Mechanic
Sewage Plant Operator
Street Lighting Maintenance Worker
Trolley Car Repair Worker
Vehicle Painter and Letterer
Water Plant Operator
Water Systems Control Instrument Technician
Water Systems Equipment Mechanic

A. TOOL ALLOWANCE

An annual tool allowance will be provided to cover replacement of tools due to normal wear, tear and loss. The amounts of the tool allowance shall be in accordance with the following schedule:

Electrical Repair Worker – Shop	\$102 per year
Water Systems Equipment Mechanic	\$150 per year

General Auto Mechanic	\$150 per year
General Maintenance Mechanic	\$150 per year
Auto Electric Mechanic	\$102 per year
General Auto Body Mechanic	\$150 per year
General Machinist	\$102 per year
Auto Mechanic	\$ 78 per year
Water Systems Control Instrument Technician	\$150 per year
Electrical Systems Control Instrument Technician	\$150 per year
Trolley Car Repair Worker	\$150 per year
Radio Maintenance Technician	\$ 51 per year
Blacksmith	\$ 51 per year
Plant Maintenance Mechanic	\$150 per year

Note: General Welder – The practice by the City of providing required protective attire and equipment/tools will be continued.

The tool allowance will be paid to all employees in the above classes who are on the payroll on August 1, 2005, and each subsequent August 1 thereafter. Payment will be made by the last pay period in September.

B. TOOL ALLOWANCE – APPRENTICES

The City agrees to pay Automotive Repair Apprentices, General Machinist Apprentices, Electrical Systems Control Instrument Technician Apprentices, and Water Systems Control Instrument Technician Apprentices a tool allowance as follows:

Beginning	1 st 6 months	\$150
	3 rd 6 months	\$ 90
	5 th 6 months	\$ 90
	7 th 6 months	\$ 90

C. APPRENTICE RATES

Apprentice classes represented by Council 25 shall receive 6 month step increases based on the following percentages of the corresponding journeyperson's maximum rate. At the beginning of each 6 month period, the step increase shall be subject to satisfactory progress in the apprenticeship program as determined by the Detroit Apprenticeship Committee.

2 year apprenticeship	65%	75%	85%	95%				
3 year apprenticeship	65%	75%	80%	85%	90%	95%		
4 year apprenticeship	65%	70%	75%	80%	85%	90%	95%	95%

The Apprenticeship/Journeyman Relationship is as Follows:

<u>Length of Apprenticeship*</u>	<u>Apprenticeship</u>
4 Years General Auto Mechanic	Auto Repair Apprentice
4 Years General Machinist	Machinist Apprentice
3 Years Water Plant Operator	Water Plant Operator Apprentice
4 Years Water Systems Control Instrument Technician	Water Systems Control Instrument Technician Apprentice
4 Years Electrical Systems Control Instrument Technician	Electrical Systems Control Instrument Technician Apprentice
3 Years Sewage Plant Operator	Sewage Plant Apprentice
2 Years Street Lighting Maintenance Worker	Street Lighting Maintenance Apprentice

*Lengths of apprenticeships as stated above, shall be in effect for all persons entering into the Apprentice Program, unless changed by amendment of the Apprenticeship Standards.

D. CLOTHING ALLOWANCE

Skilled trades classifications shall receive an annual clothing allowance of \$170: Payment will be made by the last pay period in September.

E. BREAK-IN PERIOD

When a journeyman is transferred to a new assignment or equipment which requires the acquisition of further technical knowledge or application of new skills, the journeyman will be allowed a sufficiently reasonable amount of time to familiarize himself/herself with the assignment or equipment.

F. DETROIT APPRENTICESHIP COUNCIL

1. AFSCME, Council 25 will appoint two (2) members to the Detroit Apprenticeship Council (DAC) which shall continuously review and monitor all aspects of the apprenticeship program. AFSCME members will be allowed to participate in the trades committees that operate under the DAC. Matters that the DAC will consider will include the feasibility of new apprenticeship programs.
2. Current and anticipated opportunities for those apprenticeships listed in Section C, and any new apprenticeships leading to AFSCME-represented journeyman

classifications, shall be posted city-wide for fifteen (15) working days so that all interested City employee may have an opportunity to apply and be selected prior to any apprentice-applicants being selected from an open-competitive examination.

The established list of qualified applicants shall be in descending score order and any apprenticeship openings shall be offered to applicants in accordance with that descending order provided, however, consistent with the established goals of the Career Development and Training Article of this Agreement, current qualified AFSCME bargaining unit members shall be offered available apprenticeships prior to selection of other persons on the eligible list. The city-wide apprentice eligible list shall remain in effect for one (1) year after adoption.

G. SAFETY GLASSES

The City shall provide prescription safety glasses for Skilled Trades journeyman and apprentices where Federal or State regulations require wearing of safety glasses by employees in carrying out work assignments. Such prescription safety glasses shall be provided through the City's Optical Plan.

H. TRAINING OPPORTUNITIES

Employing departments will make applicable training opportunities they obtain or create available to applicable employees to assist them in preparing for appropriate types of certifications and, within reason and consistent with the needs of City service delivery, will allow the applicable employees the opportunity to participate in testing sessions required for certification.

I. PLACEMENT OF APPRENTICES AND QUALIFIED DEPARTMENT EMPLOYEES INTO JOURNEYPERSON POSITIONS

1. An employee who holds an in-series classification (e.g., Auto Mechanic) and has qualified for promotion to the journeyman classification (e.g., General Auto Mechanic) shall be entitled to promotion to an available journeyman position in the department in accordance with the provisions of Article 18C of the Master Agreement.
2. An apprentice who successfully completes his/her apprenticeship shall be placed on a special eligible list for promotion to the journeyman title and shall be status-changed to an available journeyman position in an employing department, provided the current promotional list for the journeyman classification in the department has been exhausted. (This means, for example, that if there are currently three (3) qualified candidates on the department's promotional list, the apprentice will be entitled to the promotion after these three (3) candidates are promoted.)

Dated this 17th day of July, 2006.

FOR THE UNION:

FOR THE CITY:

Albert Garrett, President
AFSCME, Council 25, AFL-CIO

Barbara Wise-Johnson, Director
Labor Relations

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

RE: Staff Representatives

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

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

Dated this 17th day of July, 2006

FOR THE UNION:

FOR THE CITY:

Albert Garrett, President
AFSCME, Council 25, AFL-CIO

Barbara Wise-Johnson, Director
Labor Relations

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

**RE: Supplemental Agreements with Department of
Transportation Locals 214 and 312**

Because Locals 214 and 312 have had separate contracts over the years, they shall have the right to negotiate supplemental agreements even as regards some areas, which might be covered by the Master Agreement.

Dated this 17th day of July, 2006

FOR THE UNION:

Albert Garrett, President
AFSCME, Council 25, AFL-CIO

FOR THE CITY:

Barbara Wise-Johnson, Director
Labor Relations

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

RE: Supplemental Negotiations

Supplemental negotiations will continue to deal with issues peculiar to a department, including but not limited to President's union representation. Supplementals that have not been resolved within 30 days from 2008, will be brought back to the Master Table for negotiations.

Dated this 17th day of July, 2006

FOR THE UNION:

FOR THE CITY:

Albert Garrett, President
AFSCME, Council 25, AFL-CIO

Barbara Wise-Johnson, Director
Labor Relations

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

RE: 2008 Negotiations

- A. It is agreed that, beginning May 1, 2008, if a Local Union President is occupied with Master Agreement negotiation, the Local Union may be represented by a person designated by the Local Union President at grievance hearings, Special Conferences, and supplemental Contract negotiations. The Local Union President shall submit, in writing, the name of such designated representative prior to May 1, 2008.
- B. It is agreed that Section B(2) of the Memorandum of Understanding of Local Union Presidents shall be amended so that vacation time for the current Presidents which was credited on or after October 1, 2007, may be carried over October 1, 2008, provided that total vacation accumulation shall not exceed forty (40) days on that date. It is also understood that any vacation carried over into the 2007-2008 fiscal year will be liquidated within that fiscal year along with any other vacation which must be liquidated under the terms of the Memorandum of Understanding.
- C. It is agreed that the location for negotiations shall be alternated between the site selected by the City and the site selected by the Union. The first session will be held in the City's Labor Relations Division Conference Room. Thereafter, on a date agreed to between the parties the alternating of meeting locations will begin.
- D. The parties agree to prepare weekly status reports on supplemental negotiations, alternating every other week, with the City preparing the first one.
- E. The Union's delegation to the Skilled Trades Committee, shall consist of a maximum of six (6) representatives who shall be released without loss of pay and benefits. The committee shall set its own schedule of meetings.
- F. The parties agree that they will exchange lists of current contract provisions recommended for continuation "as is" for the new labor agreement at a date agreed to between the parties.
- G. The parties agree that they will exchange position statements on the specific areas of proposed non-economic changes at their May 1, 2008, meeting, unless otherwise specified by the parties.
- H. The parties reserve the right to mutually modify the provisions of this Memorandum of Understanding.

Dated this 17th day of July, 2006

FOR THE UNION:

FOR THE CITY:

Albert Garrett, President
AFSCME, Council 25, AFL-CIO

Barbara Wise-Johnson, Director
Labor Relations

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

RE: Wastewater Solids Supply Agreement Between City of Detroit/Water & Sewerage Department and Minergy Detroit, LLC; or any Successor Company: Protecting AFSCME Bargaining Unit Members' Employment Interests.

WHEREAS, the contract between Minergy Detroit, LLC, or any successor company and the Detroit Water and Sewerage Department (DWSD) for the transportation and treatment by Minergy or any successor company of wastewater solids generated at the DWSD, Wastewater Treatment Plant (WWTP), will affect or eliminate the work currently being done by some employees at the WWTP; and

WHEREAS, the City of Detroit is desirous of assuring that all such affected employees are treated fairly and provided with continuing employment in positions at the WWTP; NOW THEREFORE, THE PARTIES HEREBY AGREE TO THE FOLLOWING:

- A. No bargaining unit member affected by the contract between Minergy Detroit, LLC, or any successor company and DWSD will be terminated or laid off as a result of the contract.
- B. All bargaining unit members affected by the contract between Minergy Detroit, LLC, or any successor company and DWSD will be transferred to or trained for other suitable positions at DWSD comparable in pay and benefits to the position each held prior to the impact of the Minergy and City of Detroit contract.
- C. All affected WWTP employees will be treated fairly, in accordance with that obligation under the Master Agreement.
- D. In order to develop appropriate arrangements for fair and equitable transitioning of all bargaining unit members affected by this contract, representatives of the Mayor's Office, DWSD management, and City's Labor Relations Office, will work with the Union in good faith to accomplish the objectives of this Agreement.
- E. The source document for this agreement is the July 17, 2006, letter sent to Mr. Albert Garrett and signed by Mayor Kwame M. Kilpatrick and addressing all of the substantive points set forth within this agreement. The Mayor's letter appended to this agreement.
- F. This Agreement shall be fully a part of the parties' July 1, 2005, to June 30, 2008, Master Agreement and appended thereto.

Dated this 17th day of July, 2006

FOR THE UNION:

FOR THE CITY:

Albert Garrett, President
AFSCME, Council 25, AFL-CIO

Barbara Wise-Johnson, Director
Labor Relations



KWAME M. KILPATRICK, MAYOR
CITY OF DETROIT
EXECUTIVE OFFICE

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

July 17, 2006

Mr. Albert Garrett, President
AFSCME, Michigan Council 25
1304 North Washington
Lansing, MI 48906

RE: Wastewater Solids Supply Agreement Between City of Detroit/Water & Sewerage Department and Minergy Detroit, LLC, or any successor company

Dear Mr. Garrett:

As you know, the City of Detroit/Detroit Water & Sewerage Department proposes to contract with Minergy Detroit, LLC, or any successor company for the transport and treatment by Minergy of wastewater solids generated at the wastewater treatment plant, to produce glass aggregate using Minergy's patented vitrification process. This contract presents the City with the opportunity to address several environmentally sound methods for disposal of the City's wastewater product than the traditional methods of incineration and landfilling. We strongly believe that this contract serves the best interests of the City and has the potential for placing Detroit in the vanguard of beneficial and cost-effective methods of reusing biosolids.

I wish to address the concerns, which have been expressed regarding the potential impact of this contract arrangement on workers at the wastewater treatment plant. Please let me assure you that fair treatment of any affected plant workers and their reassignment to other DWSD job positions without a reduction in force has been a paramount concern throughout our consideration of this transaction. This will confirm my commitment, and that of DWSD management, that no bargaining unit member affected by this proposed arrangement will be terminated or laid off as a result of this contract, and that all such bargaining unit members will be transferred to or trained for other suitable positions at DWSD comparable in pay and benefits to the position each currently occupies. This will also assure the representatives of my staff as necessary, DWSD management and the Labor Relations Division will work with you in good faith to develop appropriate arrangements for the transitioning of these employees from their current positions to their new DWSD positions, including plans for any retraining of employees that may be necessary.

We look forward to working with you to achieve a mutually satisfactory plan for accomplishing this important initiative.

Sincerely,

Kwame M. Kilpatrick
Mayor

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

RE: Welfare to Work Program

The City of Detroit and AFSCME Michigan Council 25 share a desire that welfare reform be successful in moving individuals and families from public assistance to full-time employment and self-sufficiency.

In this effort, the City and the Union recognize that no currently filled positions shall be left vacant, no current City employees shall be displaced, no job or position shall be lost, and no transfer or promotional opportunities shall be lost as a result of Welfare to Work participant assignments.

The City and the Union agree that the City shall make available to the Union information as stated below:

- A. Within five (5) work days of the Welfare to Work participant's start date, the City shall notify the applicable Local Union President of the Welfare to Work participants name, job title, assigned City department, specific work location, assigned working hours, and a brief description of the Welfare to Work participant's assigned duties and responsibilities.
- B. The City shall provide to AFSCME Michigan Council 25 a monthly summary report identifying all Welfare to work participants', job title, City department, specific work location, assigned work hours, start date, and as appropriate the termination date. The report shall also indicate the total number of Welfare to Work participants assigned to each City department. A copy of the summary report shall also be sent to a Local Union President designated by AFSCME Michigan Council 25.

The City and Union agree that the City will furnish AFSCME Michigan Council 25 with an up-to-date monthly list of the Welfare to Work contact person(s) in each City department.

Dated this 17th day of July, 2006

FOR THE UNION:

FOR THE CITY:

Albert, Garrett, President
AFSCME, Council 25, AFL-CIO

Barbara Wise-Johnson, Director
Labor Relations

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

RE: WAGE CONCESSIONS

The parties enter into this agreement for the purpose of reducing the standard payroll work period of the membership by 10% during the temporary period beginning on or about July 17, 2006 through July 15, 2007. The standard payroll work period will be reduced from forty (40) hours to thirty-six (36) hours or from eighty (80) hours to seventy-two (72) hours during this period. Other appropriate contract changes consistent with this reduction are also being agreed to and implemented. All of these changes are entirely temporary and shall immediately revert to their original state at the conclusion of the temporary period.

WORK WEEK, WORK DAY, SHIFT PREMIUM

Effective July 17, 2006, through July 15, 2007, the standard payroll work period of the Union membership shall be reduced from 40 hours to 36 hours or from 80 hours to 72 hours. Work schedules reflecting this reduction shall be established at the discretion of the department based on operational needs.

Hourly employees shall be scheduled for thirty-six (36) hours of work per week and be paid accordingly. Salaried employees shall continue to have their equivalent hourly rate determined by dividing their salary by 2080 hours but shall be scheduled and paid for only seventy-two (72) hours per two week pay period.

Departments shall have the option of implementing the following work schedules:

- One 8 hour day and four 7 hour days for a total of thirty-six (36) hours per payroll week.
- Four 9-hour days for a total of thirty-six (36) hours per payroll week. The first scheduled off day shall be designated as the “fifth day”, the second as the “sixth day”, and the third as the “seventh day”.
- Four 8-hour days and one 4-hour day for a total of thirty-six (36) hours per payroll week.
- Nine 8-hour days in a two-week pay period, for a total of seventy-two (72) hours per pay period.

Employees who currently receive forty hours of pay but who are scheduled to work less than forty hours per week shall be scheduled for 36 hours per week and receive 36 hours of pay, inclusive of the lunch period. In order for the employee’s lunch period to be included in his/her workday, the employee must actually work 5 ½ hours on that day.

OVERTIME

If an employee is scheduled to work less than 40 hours in a work week, overtime for that work week shall not be payable until the employee works 40 hours in that work week. For employees working a four 9-hour day schedule, daily overtime will not begin until after the employee works their scheduled nine hours for that day. All other overtime provisions shall remain as is.

RETIREMENT

The temporary period of reduced regular wages shall not be recognized for pension computation purposes and appropriate calculations will be made to have any pension benefits equal the same amount the member would have earned had his or her regular pay not been temporarily reduced.

VACATIONS

Qualifications for earning time are proportionally reduced, and other appropriate modifications are agreed to as necessary to comport with the 10% hours reduction.

SICK LEAVE

Qualifications for earning time are proportionally reduced, and other appropriate modifications are agreed to as necessary to comport with the 10% hours reduction.

LONGEVITY PAY

The minimum number of hours needed to qualify for this pay is proportionally reduced.

WORKERS' COMPENSATION

Employees who are working a 10% reduced work period at the time that they go off on Workers' Compensation shall have their formula for supplementation out of their sick leave banks calculated upon 100% of their take-home pay under the reduced hours work week.

HOLIDAYS AND EXCUSED TIME DAYS

The work schedules established by the departments to reflect the reduced work week shall be structured to allow employees to continue to have the full eight (8) hours off with pay for either a holiday or an excused time day, as provided in the Master Agreement. If an employee is required to work either a holiday or an excused time day, payment for such days shall be in accordance with the Master Agreement.

For employees working a four 9 hour day schedule, if a holiday or excused time day falls on the employee's "fifth day", it shall be observed on the scheduled work day which immediately precedes that day. If the preceding work day is also a holiday or excused time day, then the employee shall be scheduled off on the last scheduled preceding work day that is not a holiday or excused time day. If an employee is required to work either a holiday or an excused time day, payment for such days shall be in accordance with the Master Agreement.

BANKED PAID OFF TIME (Vacation time, Sick time, Compensatory time, Swing Holidays)

Employees shall continue to accrue banked paid off time in accordance with the Master Agreement. When utilizing paid off time, an employee's banks will be charged with the appropriate number of hours to cover the day or days off.

NON-BANKED PAID OFF TIME (Funeral Leave, Jury Duty, Union Business)

When utilizing non-banked paid off time, an employee will receive payment for the number of hours he or she was scheduled to work on that day(s).

COMMITMENT TO A FAIR AND EQUITABLE SETTLEMENT

It is the City's goal and commitment to this Union to achieve a 10% reduction in scheduled work hours with all of our labor organizations. However, due to circumstances such as providing essential services to the public which must be delivered in an immediate manner, services that must be provided on a 24 hour/7 day per week basis, or Act 312 status, it may not be possible to implement a 10% reduction in hours without severely impacting the service to, or jeopardizing the safety of, the public. In these cases, the City will make every effort to achieve similar savings in other areas of employee overall compensation.

It is also the City's commitment that all employees should sacrifice equally in helping the City through these difficult economic times by taking a 10% reduction in scheduled work hours for a full year. Therefore, any employee who has previously taken the 10% reduction in scheduled hours and transfers or promotes into the AFSCME bargaining unit will be subject to the 10% reduction only until such time as that employee has completed a full year of reduced hours of work.

Dated This _____ Day of _____, 2006.

FOR THE UNION:

FOR THE CITY:

Albert Garrett, President
AFSCME, Michigan Council 25

Barbara Wise-Johnson, Director
Labor Relations

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

RE: Lay-offs During the Concession Period

The City agrees that during the period that the wage concession agreement is in effect (July 17, 2006 through July 15, 2007), no bargaining unit employee who is on the payroll as of the date the City receives written notification that the "Tentative Agreement" has been ratified by the Union membership will be laid off from City employment. However, the City reserves the right to reduce the work force for lack of work or lack of funds, or where such continuation of work would be wasteful or unproductive. In such instances employees will be reassigned or transferred to other positions within their department or other City departments in accordance with the Master Agreement and Human Resources Rules. Excluded from this "no layoff guarantee" are normal and customary seasonal layoffs, and positions lost due to the termination of resources for grant-funded positions or for the occurrence of conditions beyond the control of the City.

Wage Concession Implementation Dates Revised: Per Agreement of the Parties in accordance with Acceptance of Fact Finder's Recommendations and Report. (Implemented July 17, 2006 through July 15, 2007.)

Dated This _____ Day of _____, 2006.

FOR THE UNION:

FOR THE CITY:

Albert Garrett, President
AFSCME, Michigan Council 25

Barbara Wise-Johnson, Director
Labor Relations



City of Detroit
Human Resources Department
Labor Relations Division

COLEMAN A. YOUNG
MUNICIPAL CENTER
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WWW.CI.DETROIT.MI.US

July 17, 2006

Mr. Albert Garrett, President
AFSCME, Michigan Council 25
1034 N. Washington
Lansing, Michigan 48906

RE: Building Trades Classifications – Department of Transportation

Dear Mr. Garrett:

In accordance with the understanding reached during the Master Contract negotiations, the City agrees to pay Department of Transportation Building Trades classifications represented by the American Federation of State, County and Municipal Employees, the same rate of pay established by the City of Detroit for identical classifications represented by the Building Trades bargaining unit for the term of the new Agreement.

Sincerely,

Barbara Wise-Johnson
Labor Relations Director



July 17, 2006

Mr. Albert Garrett, President
AFSCME, Michigan Council 25
1034 N. Washington
Lansing, Michigan 48906

RE: Eligibility Standards of Driving Assignments

Dear Mr. Garrett:

This letter is intended to clarify the matter of eligibility of City employees to operate a motor vehicle on City business.

The "Eligibility Standards of Driving Assignments" issued by the City on March 3, 1972 was made applicable to all City employees. These eligibility standards indicate those circumstances under which an employee will no longer be permitted to drive a city-owned motor vehicle or his own vehicle on City business because of suspension or revocation of driving privileges by the State of Michigan, accumulated driving violation points, and/or chargeable accidents while operating a City vehicle.

Although these standards on eligibility to operate a vehicle on City business apply to all employees, specific departmental action is required only in those situations where an employee becomes ineligible to drive and he/she is in a job classification, which requires the employee to drive a vehicle in order to carry out the job duties of the classification. These departmental actions, except in the case of employees who knowingly drive a City vehicle with a license which has been suspended or revoked by the State of Michigan, on a public thorough-fare, are not intended to be disciplinary in nature, but rather to give employees reasonable opportunity to take appropriate action to restore their eligibility to drive on City business.

When non-driving work assignments are available and departmental operations are not adversely affected, reasonable efforts will be made and consideration will be given to reassigning ineligible employees without regard to seniority.

Sincerely,

Barbara Wise-Johnson
Labor Relations Director



City of Detroit
Human Resources Department
Labor Relations Division

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July 17, 2006

Mr. Albert Garrett, President
AFSCME, Michigan Council 25
1034 N. Washington
Lansing, Michigan 48906

RE: Jurisdictional Disputes

Dear Mr. Garrett:

Both the City and Council 25 recognize that jurisdictional disputes are basically between Unions. During 2005 negotiations, Council 25 discussed at great lengths jurisdictional disputes between their Union and other unions and the following classifications were mentioned as prime sources of friction:

Laborer A – Truck Driver/Vehicle Operator
G.A.M. – CEO
Building Inspector – Housing Inspector
Mechanics – P.L.D.

The City agreed to do what it can by the special conference method to resolve these disputes between Council 25 and other City Unions.

The City Labor Relations Division is agreeable to honor a letter from Council 25 indicating those members of Council 25 who will serve on a standing Jurisdictional Committee representing Council 25 in such matters.

Sincerely,

Barbara Wise-Johnson
Labor Relations Director

NOTE: The matter may also be referred to the Central Labor/Management Committee by mutual agreement of the parties, (see Memorandum of Understanding, Page 90).



July 17, 2006

Mr. Albert Garrett, President
AFSCME, Michigan Council 25
1034 N. Washington
Lansing, Michigan 48906

RE: Miscellaneous Time Off Provisions

Dear Mr. Garrett:

During negotiations, the Union requested some clarification of City policies regarding situations when employees are to be released from their regular work duties for various reasons. These situations include appearances as a witness in courts or before Government agencies, participation in City of Detroit examinations, sitting for examinations required by a government agency in order to maintain eligibility for City employment, and attendance at seminars and training programs required by the employing department.

A. APPEARING AS A WITNESS IN COURT OR GOVERNMENT AGENCY

1. If such appearance is ordered by the City or employing department, or in response to a subpoena initiated by the City, the employee will receive full compensation plus reimbursement for all reasonable expenses incurred for out of area travel (mileage, food and lodging).
2. In other situations where the employee is subpoenaed as a witness due to his/her employment with the City, he/she will be granted time off without loss of time or pay.

B. PARTICIPATING IN CITY OF DETROIT EXAMINATIONS

1. For promotional or other examinations requested by the employing department, the employee will be released from his/her regular work duties without loss of pay.
2. For examinations not requested by the employing department, the employee may be released from his/her regular work duties and such time charged to department leave if requested by the employee. Such release from work shall be subject to approval by the employing department.



C. **SITTING FOR EXAMINATION ADMINISTERED BY A GOVERNMENT AGENCY TO MAINTAIN LICENSE, CERTIFICATE, ETC.**

If such license or certificate is required to maintain eligibility for employment in the employee's current job classification, he/she shall be released from his/her regular work duties without loss of time or pay provided the employee has given adequate prior notice to the employing departments. (This provision does not include driver license renewals).

D. **ATTENDANCE AT TRAINING SESSIONS, SEMINARS, ETC.**

If such attendance is required by the employing department, such time is compensable.

In the above situations, and others in which the employee seeks release from work, the employee should give prior notice to and obtain approval from his/her supervisor.

Sincerely,

Barbara Wise-Johnson
Labor Relations Director



City of Detroit
Human Resources Department
Labor Relations Division

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July 17, 2006

Mr. Albert Garrett, President
AFSCME, Michigan Council 25
1034 N. Washington
Lansing, Michigan 48906

RE: Union's Pay Equity Study

Dear Mr. Garrett:

During the course of negotiations, Council 25 expressed the desire to conduct a study to determine if the City's compensation schedule is fair, equitable, and free of gender-based inequities.

The City does not believe that any wage rates in its compensation schedule are predicated upon gender considerations. However, the City agrees to provide statistical bargaining unit information in its possession to the Union, including wage data broken down by job title and sex.

Please be advised that the City does not consider itself to be a participant in the Union's proposed study and shall consider any findings or conclusions to be strictly informational or advisory. The City does agree to meet with representatives of Council 25 in Special Conference upon completion of the study to review and discuss the information assembled.

Sincerely,

Barbara Wise-Johnson
Labor Relations Director

EXHIBIT I
CITY OF DETROIT
AFSCME MICHIGAN COUNCIL 25
NON-SUPERVISORY BARGAINING UNIT

RE: BARGAINING UNIT CLASSIFICATIONS

- A. This Agreement covers certain non-supervisory non-confidential employees within various City departments as defined and listed below. Each unit includes those employees in the classifications listed, subject to the exclusions in each unit as noted in the Michigan Employment Relations Commission Unit Certifications and the unit descriptions in the voluntary recognition agreements.
- B. Michigan Council 25 shall represent all employees in the classifications listed in Exhibit I provided that employees in those classifications are not:
1. supervisory or confidential;
 2. in classifications represented by another labor organization;
 3. employed in the office of the Mayor, City Clerk, City Council, or the City's Central Labor Relations (i.e., Administration, Non-Economics and Economics Units, only). (When persons in the Temporary Office Service pool work outside of the Human Resources Department or the offices of the Mayor, City Council, or City Clerk, they shall be represented by appropriate locals and pay agency shop fees in accordance with Article 4.)
- C. Unless noted otherwise by Letter Code, which indicate special representation limitations, the classifications listed in Section 1 are represented by Michigan Council 25 on a City-wide basis except for the exclusions listed in paragraph B above. This listing also includes pay rates which represent wage increases negotiated in the 2005-2008 Master Agreement. (See the Official Compensation Schedule for official pay rates.)
- The pay rates shown in Section 1 and the rules of progression through the pay ranges (if applicable) have been collectively bargained. Any changes in wage administration which would have a substantive impact on agreed-upon wages cannot be unilaterally changed and must be mutually agreed to by the parties.
- D. Section 2 of this Exhibit indicates by department the jurisdictions of the local unions of Michigan Council 25.
- E. Section 3 of this Exhibit explains the Step Codes (rules by which employees progress through the pay range) applicable to classifications covered under this Agreement as shown in Section 1.
- F. In the event the City changes any existing bargaining unit position(s) to a new classification, notice of such change and a copy of the class specification shall be sent to Michigan Council 25 and the Local Union President. Upon request, the Local Union President or Council 25 Representative shall be provided documents setting out the reason(s) for the re-classification.
- G. In the event an abolished classification that has been represented by Michigan Council 25, AFSCME, is subsequently reestablished, the previous representation the union had will also be restored.

Exhibit 1 - Section 1

Class Code	CLASSIFICATION	Step Code	July 1, 2005 thru June 30, 2008		June 30, 2008 11:59 p.m.	
			Minimum	Maximum	Minimum	Maximum
71-90-30	Air Equipment Mechanic	S	\$ 19.24	\$ 19.78	\$ 20.01	\$ 20.58
46-20-10	Aquarist	D	\$31,000	\$43,400	\$32,300	\$45,200
61-20-33	Asphalt Finisher	S	\$ 12.82	\$ 14.28	\$ 13.34	\$ 14.86
51-20-21	Assistant Floriculturist	S	\$ 11.86	\$ 13.24	\$ 12.34	\$ 13.77
53-30-11	Assistant Greenskeeper	S	\$ 12.94	\$ 14.42	\$ 13.46	\$ 15.00
03-73-26	Assistant Offset Printer	A	\$27,400	\$30,200	\$28,500	\$31,500
19-50-21	Assistant Sewer Safety Inspector	A	\$30,100	\$33,900	\$31,400	\$35,300
05-50-11	Assistant Storekeeper (K)	T	\$21,300	\$28,400	\$22,200	\$29,600
61-72-11	Assistant Water Systems Investigator	S	\$ 14.20	\$ 15.80	\$ 14.77	\$ 16.44
72-35-31	Auto Electric Mechanic	S	\$ 19.24	\$ 19.47	\$ 20.01	\$ 20.25
72-31-31	Auto Mechanic	E	\$ 13.58	\$ 14.98	\$ 14.13	\$ 15.58
72-31-11	Auto Repair Helper	S	\$ 10.92	\$ 13.19	\$ 11.36	\$ 13.72
72-31-41	Auto Repair Sub-Foreman (P)	S	\$ 19.47	\$ 21.32	\$ 20.25	\$ 22.18
72-31-01	Automotive Repair Apprentice	D	\$ 13.03	\$ 19.04	\$ 13.56	\$ 19.81
63-10-23	Automotive Service Attendant	E	\$ 12.91	\$ 14.30	\$ 13.43	\$ 14.88
54-10-51	Bath House Manager - Summer Program	A	\$32,500	\$37,800	\$33,800	\$39,400
01-20-18	Biomedical Coding Clerk	A	\$26,400	\$32,300	\$27,500	\$33,600
71-31-11	Blacksmith Helper	V	\$ 10.19	\$ 13.36	\$ 10.60	\$ 13.90
72-60-36	Body Upholsterer	S	\$ 13.24	\$ 14.98	\$ 13.77	\$ 15.58
74-40-31	Boiler and Furnace Repair Worker (K)		\$ 23.05	\$ 23.05	\$ 23.98	\$ 23.98
19-95-21	Boiler Inspector (A)		\$57,000	\$57,000	\$59,300	\$59,300
04-30-31	Bookkeeper	T	\$22,000	\$30,100	\$22,900	\$31,400
02-20-27	Bookkeeping Machine Clerk - Numeric - Interim	T	\$21,900	\$30,400	\$22,800	\$31,700
62-40-43	Bricklayer - General (F)		\$ 24.42	\$ 24.42	\$ 25.40	\$ 25.40
63-10-13	Building Attendant A (H)	V	\$17,370	\$27,600	\$18,065	\$28,800
19-92-21	Building Inspector (A)		\$57,000	\$57,000	\$59,300	\$59,300
62-10-14	Building Trades Helper (F)	S	\$ 12.82	\$ 13.96	\$ 13.34	\$ 14.52
62-10-31	Building Trades Worker - General (F)	S	\$ 17.14	\$ 17.52	\$ 17.83	\$ 18.22
62-10-30	Building Trades Worker - Carpentry (F)	S	\$ 17.14	\$ 17.52	\$ 17.83	\$ 18.22
41-22-15	Child Development Clerk Assistant - Head Start	T	\$20,300	\$27,400	\$21,200	\$28,500
71-90-21	Civic Center Facilities Worker	S	\$ 12.77	\$ 14.24	\$ 13.28	\$ 14.81
82-64-21	Civic Center Facilities Worker SS	S	\$ 11.94	\$ 13.40	\$ 12.42	\$ 13.94
01-20-21	Clerk	V	\$20,300	\$27,700	\$21,200	\$28,900
01-20-24	Clerk - Pension	V	\$20,300	\$27,700	\$21,200	\$28,900
82-01-16	Clerk- Part Time - Special Service		\$ 9.11	\$ 10.93	\$ 9.48	\$ 11.37
22-10-11	Clinic Nurse	A	\$38,500	\$42,100	\$40,100	\$43,800
22-10-14	Clinic Nurse -Venereal Disease	A	\$40,700	\$44,300	\$42,400	\$46,100

Exhibit 1 - Section 1

Class Code	CLASSIFICATION	Step Code	July 1, 2005 thru June 30, 2008		June 30, 2008 11:59 p.m.	
			Minimum	Maximum	Minimum	Maximum
63-10-14	Coach Service Attendant	V	\$ 9.99	\$ 13.45	\$ 10.39	\$ 13.99
63-10-26	Comfort Station Attendant	V	\$16,574	\$26,800	\$17,237	\$27,900
63-10-22	Comfort Station Matron	V	\$16,574	\$26,800	\$17,237	\$27,900
09-91-61	Commercial Accounts Investigator	A	\$34,600	\$35,700	\$36,000	\$37,200
41-42-45	Community Action Center Counselor	T	\$19,806	\$27,200	\$20,600	\$28,300
41-42-06	Community Aid - Cultural Arts Program	V	\$ 8.60	\$ 11.93	\$ 8.95	\$ 12.41
41-42-01	Community Aid - General	V	\$ 8.60	\$ 11.93	\$ 8.95	\$ 12.41
41-42-05	Community Aid - Home Services	V	\$ 8.60	\$ 11.93	\$ 8.95	\$ 12.41
41-42-02	Community Aid - Recreation	V	\$ 8.60	\$ 11.93	\$ 8.95	\$ 12.41
41-42-03	Community Aid - Spanish Speaking	V	\$ 8.60	\$ 11.93	\$ 8.95	\$ 12.41
09-30-15	Community Health Assistant	T	\$16,961	\$27,600	\$17,640	\$28,800
24-23-09	Community Nutrition Assistant	A	\$22,800	\$31,000	\$23,800	\$32,300
24-23-07	Community Nutrition Helper	A	\$18,890	\$23,600	\$19,646	\$24,600
41-80-06	Community Program Helper - General	T	\$15,408	\$24,500	\$16,025	\$25,500
41-80-02	Community Program Helper Spanish Speaking	T	\$15,408	\$24,500	\$16,025	\$25,500
41-30-21	Community Services Assistant	A	\$34,100	\$38,300	\$35,500	\$39,900
41-39-37	Community Services Worker - American Indian	V	\$21,500	\$30,800	\$22,400	\$32,100
41-39-31	Community Services Worker - General	V	\$21,500	\$30,800	\$22,400	\$32,100
41-39-32	Community Services Worker - Spanish Speaking	V	\$21,500	\$30,800	\$22,400	\$32,100
61-90-33	Concrete Finisher (B)	S	\$ 14.83	\$ 14.96	\$ 15.43	\$ 15.56
01-31-24	Constituent Service Representative	A	\$26,400	\$30,000	\$27,500	\$31,200
41-42-15	Counselor Aid	T	\$20,900	\$28,100	\$21,800	\$29,300
08-10-01	Customer Service Representative I	A	\$24,500	\$31,200	\$25,500	\$32,500
08-10-02	Customer Service Representative II	A	\$29,000	\$37,400	\$30,200	\$38,900
08-10-03	Customer Service Representative III	A	\$30,200	\$38,700	\$31,500	\$40,300
71-90-33	Cutting Tool Mechanic	S	\$ 13.24	\$ 14.98	\$ 13.77	\$ 15.58
02-50-21	Data Processing Equipment Operator	E	\$26,200	\$29,500	\$27,300	\$30,700
04-16-10	Data Processing Programming Aid	A	\$28,100	\$33,700	\$29,300	\$35,100
01-92-32	Data Processing Records Librarian	A	\$25,800	\$29,800	\$26,900	\$31,000
01-20-28	Delinquent Water Bill Collector - Interim	A	\$32,000	\$35,600	\$33,300	\$37,100
72-20-21	Delivery-Driver	S	\$ 12.53	\$ 14.09	\$ 13.04	\$ 14.66
23-10-11	Dental Clinic Assistant	E	\$23,300	\$26,500	\$24,300	\$27,600
82-23-01	Dental Clinic Assistant - Special Service	S	\$ 11.04	\$ 12.58	\$ 11.49	\$ 13.09
23-10-21	Dental Technician	A	\$31,500	\$36,500	\$32,800	\$38,000
19-30-05	Drafting Technician I (D)	A	\$25,900	\$29,500	\$27,000	\$30,700
19-30-13	Drafting Technician II (D)	E	\$29,500	\$33,900	\$30,700	\$35,300
19-30-23	Drafting Technician III (D)	A	\$34,600	\$37,900	\$36,000	\$39,500

Exhibit 1 – Section 1

Class Code	CLASSIFICATION	Step Code	July 1, 2005 thru June 30, 2008		June 30, 2008 11:59 p.m.	
			Minimum	Maximum	Minimum	Maximum
02-70-31	Duplicating Devices Operator	A	\$26,400	\$30,400	\$27,500	\$31,700
05-70-11	Election Service Technician	T	\$22,700	\$31,000	\$23,700	\$32,300
73-83-38	Electrical Repair Worker-Shop	S	\$ 18.22	\$ 20.12	\$ 18.95	\$ 20.93
71-90-38	Electrical Systems Control Instrument Technician		\$ 24.26	\$ 24.26	\$ 25.23	\$ 25.23
71-90-02	Electrical Systems Control Instrument Technician Appr.	D	\$ 15.77	\$ 23.05	\$ 16.40	\$ 23.98
73-70-21	Electronic Equipment Repair Worker	A	\$26,300	\$28,400	\$27,400	\$29,600
73-70-31	Electronic Equipment Technician	A	\$ 18.03	\$ 20.22	\$ 18.76	\$ 21.03
19-95-23	Elevator Inspector (A)		\$57,000	\$57,000	\$59,300	\$59,300
54-10-15	Elevator Operations Assistant	T	\$19,666	\$27,400	\$20,500	\$28,500
54-10-13	Elevator Operator (K)	V	\$18,956	\$26,700	\$19,715	\$27,800
72-41-25	Equipment Painter	S	\$ 13.12	\$ 15.03	\$ 13.65	\$ 15.64
08-10-10	Field Service Representative	A	\$29,000	\$37,400	\$30,200	\$38,900
62-30-41	Finish Carpenter (F)		\$ 24.31	\$ 24.31	\$ 25.29	\$ 25.29
62-50-43	Finish Painter - Building Spray (F)		\$ 22.42	\$ 22.42	\$ 23.32	\$ 23.32
62-50-42	Finish Painter - Swing Stage (F)		\$ 22.42	\$ 22.42	\$ 23.32	\$ 23.32
62-50-41	Finish Painter (F)		\$ 21.67	\$ 21.67	\$ 22.54	\$ 22.54
22-23-11	First Aid Station Nurse	A	\$27,200	\$31,300	\$28,300	\$32,600
51-20-31	Floriculturist	S	\$ 13.27	\$ 15.02	\$ 13.80	\$ 15.62
63-10-15	Garage Attendant	V	\$ 9.79	\$ 12.89	\$ 10.19	\$ 13.41
72-55-31	General Auto Body Mechanic		\$ 20.37	\$ 20.37	\$ 21.19	\$ 21.19
72-31-38	General Auto Mechanic	S	\$ 19.82	\$ 20.04	\$ 20.62	\$ 20.85
71-31-33	General Blacksmith	S	\$ 15.93	\$ 17.56	\$ 16.57	\$ 18.27
71-33-41	General Machinist		\$ 21.90	\$ 21.90	\$ 22.78	\$ 22.78
71-11-39	General Maintenance Mechanic - Zoological Institute	S	\$ 19.82	\$ 20.04	\$ 20.62	\$ 20.85
71-50-33	General Welder (E)		\$ 20.37	\$ 20.37	\$ 21.19	\$ 21.19
71-31-31	Horseshoer	S	\$ 12.16	\$ 13.52	\$ 12.65	\$ 14.06
33-85-21	Identification Technician	A	\$28,000	\$32,300	\$29,200	\$33,600
33-85-11	Identification Technician Trainee	E	\$18,838	\$25,000	\$19,592	\$26,000
07-60-13	Instructor -Transportation Equipment Operation	A	\$32,800	\$36,500	\$34,200	\$38,000
04-73-28	Intermediate Money Handler	A	\$26,900	\$31,200	\$28,000	\$32,500
01-20-13	Junior Clerk	V	\$18,357	\$24,900	\$19,092	\$25,900
41-30-11	Junior Community Services Assistant	E	\$27,600	\$32,600	\$28,800	\$34,000
02-50-11	Junior Data Processing Equipment Operator	E	\$23,500	\$26,800	\$24,500	\$27,900
22-20-11	Junior Public Health Nurse	A	\$35,300	\$38,900	\$36,800	\$40,500
82-22-20	Junior Public Health Nurse - Special Service	S	\$ 15.97	\$ 17.58	\$ 16.61	\$ 18.29
45-20-15	Junior Recreation Instructor	E	\$27,000	\$31,200	\$28,100	\$32,500
01-33-13	Junior Stenographer	V	\$18,536	\$25,300	\$19,278	\$26,400

Exhibit 1 – Section 1

Class Code	CLASSIFICATION	Step Code	July 1, 2005 thru June 30, 2008		June 30, 2008 11:59 p.m.	
			Minimum	Maximum	Minimum	Maximum
61-91-07	Laborer A (N)	V	\$ 9.79	\$ 12.89	\$ 10.19	\$ 13.41
09-20-37	Legal Investigator	R	\$30,100	\$33,800	\$31,400	\$35,200
01-33-25	Legal Secretary	A	\$28,700	\$32,800	\$29,900	\$34,200
19-95-30	Licenses Examiner Mechanical (A)		\$59,200	\$59,200	\$61,600	\$61,600
19-30-14	Line Systems Investigator	A	\$35,600	\$38,300	\$37,100	\$39,900
71-33-21	Machine Operative	S	\$ 11.73	\$ 13.47	\$ 12.20	\$ 14.01
71-33-31	Machinist	S	\$ 12.97	\$ 14.86	\$ 13.49	\$ 15.46
71-33-01	Machinist Apprentice	D	\$ 14.24	\$ 20.81	\$ 14.81	\$ 21.65
71-33-47	Machinist Sub-Foreman		\$ 22.84	\$ 22.84	\$ 23.76	\$ 23.76
08-10-20	Mail Processor	A	\$23,500	\$30,000	\$24,500	\$31,200
71-43-31	Maintenance Millwright (F)		\$ 23.86	\$ 23.86	\$ 24.82	\$ 24.82
62-60-51	Master Plumber (F)		\$ 26.70	\$ 26.70	\$ 27.77	\$ 27.77
71-20-12	Mechanical Helper - Operation (L)	S	\$ 10.92	\$ 13.33	\$ 11.36	\$ 13.87
71-20-11	Mechanical Helper (L)	S	\$ 10.92	\$ 13.33	\$ 11.36	\$ 13.87
19-95-26	Mechanical Inspector (A)		\$57,000	\$57,000	\$59,300	\$59,300
22-30-12	Medical Attendant	T	\$16,389	\$26,700	\$17,045	\$27,800
24-31-17	Medical Laboratory Aid	T	\$19,496	\$27,100	\$20,300	\$28,200
24-31-21	Medical Laboratory Technician	A	\$29,200	\$33,700	\$30,400	\$35,100
22-25-15	Medications Licensed Practical Nurse		\$30,500	\$30,500	\$31,800	\$31,800
01-20-11	Messenger	T	\$16,177	\$25,000	\$16,825	\$26,000
61-90-35	Miner	S	\$ 14.22	\$ 15.87	\$ 14.79	\$ 16.51
04-73-26	Money Handler	A	\$26,400	\$30,000	\$27,500	\$31,200
35-90-27	Motor Vehicle Dispatcher	A	\$27,900	\$29,800	\$29,100	\$31,000
63-30-17	Museum Guard	A	\$25,500	\$28,600	\$26,600	\$29,800
82-04-01	Museum Guard - Special Service	S	\$ 11.40	\$ 12.89	\$ 11.86	\$ 13.41
43-90-21	Museum Maintenance Worker	S	\$ 12.84	\$ 14.51	\$ 13.36	\$ 15.09
41-80-25	Neighborhood Services Representative	T	\$22,500	\$32,600	\$23,400	\$34,000
41-80-27	Neighborhood Services Representative - Arabic Sp.	T	\$22,500	\$32,600	\$23,400	\$34,000
41-80-26	Neighborhood Services Representative - Spanish Sp.	T	\$22,500	\$32,600	\$23,400	\$34,000
52-10-33	Nursery Artisan	S	\$ 13.27	\$ 15.02	\$ 13.80	\$ 15.62
01-31-11	Office Assistant I	V	\$18,357	\$24,900	\$19,092	\$25,900
01-31-21	Office Assistant II	V	\$20,300	\$27,700	\$21,200	\$28,900
01-31-22	Office Assistant II - Pension	V	\$20,300	\$27,700	\$21,200	\$28,900
01-31-31	Office Assistant III	A	\$26,400	\$30,400	\$27,500	\$31,700
01-31-30	Office Assistant III - Pension	A	\$26,400	\$30,400	\$27,500	\$31,700
02-90-31	Office Automation Support Assistant	A	\$29,000	\$33,800	\$30,200	\$35,200
03-73-37	Offset Printer	A	\$32,900	\$38,100	\$34,300	\$39,700

Exhibit 1 – Section 1

Class Code	CLASSIFICATION	Step Code	July 1, 2005 thru June 30, 2008		June 30, 2008 11:59 p.m.	
			Minimum	Maximum	Minimum	Maximum
53-10-32	Park Development Sub-Foreman	S	\$ 14.02	\$ 15.68	\$ 14.58	\$ 16.31
53-10-11	Park Maintenance Helper	V	\$ 10.05	\$ 13.08	\$ 10.46	\$ 13.61
53-10-31	Park Maintenance Sub-Foreman	S	\$ 13.45	\$ 15.03	\$ 13.99	\$ 15.64
53-10-21	Park Maintenance Worker	S	\$ 12.93	\$ 14.32	\$ 13.45	\$ 14.90
04-73-23	Parking Meter Collections Assistant	S	\$ 12.63	\$ 14.04	\$ 13.14	\$ 14.61
01-20-10	Payroll Audit Clerk	A	\$ 25,500	\$ 28,900	\$ 26,600	\$ 30,100
08-10-11	Permit Investigator - Water Services	D	\$ 29,700	\$ 38,500	\$ 30,900	\$ 40,100
01-20-27	Personal Property Tax Collector - Interim	A	\$ 27,100	\$ 30,900	\$ 28,200	\$ 32,200
01-20-25	Personnel and Payroll Clerk	E	\$ 25,500	\$ 28,900	\$ 26,600	\$ 30,100
01-20-22	Personnel Records Clerk	E	\$ 25,900	\$ 29,000	\$ 27,000	\$ 30,200
24-32-09	Pharmacy Technician	A	\$ 27,500	\$ 31,600	\$ 28,600	\$ 32,900
22-50-21	Physician Assistant - General	A	\$ 30,900	\$ 37,900	\$ 32,200	\$ 39,500
61-70-24	Pitometer Technician	S	\$ 13.19	\$ 14.62	\$ 13.72	\$ 15.21
71-15-31	Plant Maintenance Mechanic	S	\$ 18.49	\$ 18.68	\$ 19.23	\$ 19.43
62-60-41	Plumber (F)		\$ 25.44	\$ 25.44	\$ 26.46	\$ 26.46
74-90-11	Power Plant Helper	V	\$ 10.53	\$ 14.17	\$ 10.96	\$ 14.74
01-20-41	Principal Clerk (G)	A	\$ 32,700	\$ 35,300	\$ 34,100	\$ 36,800
03-71-21	Print Shop Assistant	S	\$ 11.73	\$ 13.61	\$ 12.20	\$ 14.16
03-71-11	Printing Plant Bindery Helper	S	\$ 11.20	\$ 12.59	\$ 11.65	\$ 13.10
03-71-31	Printing Plant Bindery Worker	S	\$ 12.85	\$ 14.31	\$ 13.37	\$ 14.89
03-20-31	Printing Production Clerk		\$ 34,700	\$ 34,700	\$ 36,100	\$ 36,100
74-70-41	Process Control Center Operator	A	\$ 40,300	\$ 47,000	\$ 42,000	\$ 48,900
63-10-17	Property Guard (Q)	T	\$ 19,943	\$ 27,100	\$ 20,800	\$ 28,200
22-20-13	Public Health Nurse	A	\$ 42,800	\$ 46,200	\$ 44,600	\$ 48,100
82-22-21	Public Health Nurse - Special Service	S	\$ 17.92	\$ 19.44	\$ 18.64	\$ 20.22
26-20-22	Public Health Sanitarian	A	\$ 27,000	\$ 34,500	\$ 28,100	\$ 35,900
54-10-14	Public Service Attendant - General	E	\$ 23,200	\$ 26,700	\$ 24,200	\$ 27,800
54-10-11	Public Service Attendant - Merchandising	E	\$ 23,200	\$ 26,700	\$ 24,200	\$ 27,800
05-10-10	Purchasing Assistant	D	\$ 27,600	\$ 35,700	\$ 28,800	\$ 37,200
73-98-05	Radio Maintenance Helper	A	\$ 19,599	\$ 23,900	\$ 20,400	\$ 24,900
73-98-25	Radio Maintenance Technician	S	\$ 18.90	\$ 21.08	\$ 19.66	\$ 21.93
73-98-15	Radio Maintenance Worker	A	\$ 26,300	\$ 28,400	\$ 27,400	\$ 29,600
01-31-25	Radiology Transcriptionist	A	\$ 22,100	\$ 29,700	\$ 23,000	\$ 30,900
45-20-29	Recreation Area Instructor - Seasonal	A	\$ 32,200	\$ 37,400	\$ 33,500	\$ 38,900
45-20-21	Recreation Instructor	A	\$ 28,500	\$ 34,700	\$ 29,700	\$ 36,100
45-30-26	Recreation Leader	T	\$ 21,300	\$ 29,000	\$ 22,200	\$ 30,200

Exhibit 1 – Section 1

Class Code	CLASSIFICATION	Step Code	July 1, 2005 thru June 30, 2008		June 30, 2008 11:59 p.m.	
			Minimum	Maximum	Minimum	Maximum
45-90-10	Recreation Specialist	A	\$34,900	\$37,200	\$36,300	\$38,700
71-90-37	Refrigeration Mechanic		\$ 19.81	\$ 19.81	\$ 20.61	\$ 20.61
71-20-30	Repair Mechanic (Q)	S	\$ 12.78	\$ 14.40	\$ 13.30	\$ 14.98
61-80-07	Sanitation Laborer	V	\$ 9.98	\$ 13.14	\$ 10.38	\$ 13.67
61-80-10	Sanitation Laborer - Operations	S	\$ 12.43	\$ 13.88	\$ 12.93	\$ 14.44
71-90-32	Saw Filer	S	\$ 12.92	\$ 14.61	\$ 13.44	\$ 15.20
04-30-41	Senior Bookkeeper (H)	A	\$27,700	\$32,600	\$28,900	\$34,000
63-10-29	Senior Building Attendant (O)	A	\$24,800	\$28,000	\$25,800	\$29,200
01-20-31	Senior Clerk	A	\$26,400	\$30,400	\$27,500	\$31,700
01-20-37	Senior Clerk - Pension	A	\$26,400	\$30,400	\$27,500	\$31,700
01-20-35	Senior Clerk/Teller	A	\$27,500	\$31,000	\$28,600	\$32,300
22-10-16	Senior Clinic Nurse	A	\$42,800	\$44,100	\$44,600	\$45,900
09-30-17	Senior Community Health Assistant	A	\$26,800	\$31,000	\$27,900	\$32,300
41-30-31	Senior Community Services Assistant	A	\$41,400	\$45,500	\$43,100	\$47,400
41-42-20	Senior Counselor Aid	A	\$26,800	\$31,300	\$27,900	\$32,600
09-60-25	Senior Electrical Meter Reader	A	\$28,500	\$32,100	\$29,700	\$33,400
35-90-19	Senior First Aid Attendant Clerk	A	\$26,100	\$30,100	\$27,200	\$31,400
51-20-37	Senior Floriculturist	S	\$ 14.23	\$ 15.94	\$ 14.80	\$ 16.58
25-85-41	Senior Forensic Technician	A	\$35,200	\$38,000	\$36,700	\$39,600
33-85-31	Senior Identification Technician	A	\$29,400	\$33,800	\$30,600	\$35,200
22-25-21	Senior Licensed Practical Nurse	A	\$30,100	\$30,100	\$31,400	\$31,400
04-73-36	Senior Money Handler	A	\$27,300	\$31,700	\$28,400	\$33,000
04-73-33	Senior Parking Meter Collections Assistant (B)	S	\$ 14.47	\$ 14.57	\$ 15.05	\$ 15.16
01-20-20	Senior Payroll Audit Clerk	A	\$28,400	\$33,600	\$29,600	\$35,000
01-20-39	Senior Personnel and Payroll Clerk	A	\$28,400	\$33,600	\$29,600	\$35,000
01-20-44	Senior Personnel Records Clerk	A	\$28,500	\$33,700	\$29,700	\$35,100
61-70-34	Senior Pitometer Technician	S	\$ 13.97	\$ 15.55	\$ 14.53	\$ 16.18
22-20-22	Senior Public Health Nurse	A	\$43,500	\$47,700	\$45,300	\$49,700
82-22-22	Senior Public Health Nurse - Special Service	S	\$ 18.22	\$ 20.09	\$ 18.95	\$ 20.90
54-10-23	Senior Public Service Attendant - Elevator Operations	A	\$25,800	\$29,200	\$26,900	\$30,400
54-10-22	Senior Public Service Attendant - General	A	\$25,800	\$29,200	\$26,900	\$30,400
71-20-32	Senior Repair Mechanic	S	\$ 12.94	\$ 14.63	\$ 13.46	\$ 15.22
74-61-41	Senior Sewage Plant Operator	A	\$43,200	\$44,800	\$45,000	\$46,600
01-33-31	Senior Stenographer	A	\$26,500	\$30,400	\$27,600	\$31,700
01-33-32	Senior Stenographer - Pension	A	\$26,500	\$30,400	\$27,600	\$31,700
05-50-31	Senior Storekeeper (M)	A	\$27,800	\$32,800	\$29,000	\$34,200
61-20-31	Senior Street Maintenance Worker	S	\$ 12.82	\$ 14.28	\$ 13.34	\$ 14.86

Exhibit 1 – Section 1

Class Code	CLASSIFICATION	Step Code	July 1, 2005 thru June 30, 2008		June 30, 2008 11:59 p.m.	
			Minimum	Maximum	Minimum	Maximum
45-90-33	Senior Swimming Instructor-Summer Program	A	\$31,200	\$36,300	\$32,500	\$37,800
04-63-37	Senior Teller	A	\$28,100	\$32,500	\$29,300	\$33,800
35-90-34	Senior Transportation Emergency Dispatcher	A	\$28,500	\$35,200	\$29,700	\$36,700
35-11-36	Senior Transportation Service Inspector	A	\$33,900	\$39,400	\$35,300	\$41,000
52-10-31	Senior Tree Artisan	S	\$ 14.01	\$ 15.53	\$ 14.57	\$ 16.16
01-20-38	Senior Voucher Audit Clerk	A	\$28,400	\$33,600	\$29,600	\$35,000
09-60-31	Senior Water Meter Reader	A	\$28,100	\$36,100	\$29,300	\$37,600
73-54-45	Senior Water Plant Operator	A	\$43,200	\$44,800	\$45,000	\$46,600
61-75-35	Senior Water Systems Mechanic	S	\$ 14.60	\$ 16.38	\$ 15.19	\$ 17.04
53-55-31	Senior Zookeeper	S	\$ 13.35	\$ 15.01	\$ 13.89	\$ 15.61
53-40-31	Senior Zoological Landscaper	S	\$ 13.38	\$ 15.03	\$ 13.92	\$ 15.64
63-20-16	Service Guard - General (J)	V	\$ 10.96	\$ 14.21	\$ 11.40	\$ 14.78
63-20-17	Service Guard - Public Utility (N)	V	\$ 10.96	\$ 14.48	\$ 11.40	\$ 15.06
01-20-23	Service Information Clerk	A	\$25,500	\$28,900	\$26,600	\$30,100
74-61-21	Sewage Plant Attendant	S	\$ 13.10	\$ 14.52	\$ 13.63	\$ 15.10
74-61-11	Sewage Plant Helper	V	\$ 10.60	\$ 14.24	\$ 11.03	\$ 14.81
74-61-31	Sewage Plant Operator	A	\$38,100	\$39,300	\$39,700	\$40,900
74-61-26	Sewage Plant Operator Apprentice	D	\$ 12.29	\$ 17.95	\$ 12.79	\$ 18.67
19-50-11	Sewage Safety Helper	A	\$28,300	\$31,500	\$29,500	\$32,800
41-21-21	Social Counselor	A	\$27,600	\$32,600	\$28,800	\$34,000
41-80-01	Social Services Aid	V	\$18,661	\$25,800	\$19,408	\$26,900
41-80-13	Social Services Aid - American Indian	V	\$18,661	\$25,800	\$19,408	\$26,900
41-80-11	Social Services Aid - Spanish Speaking	V	\$18,661	\$25,800	\$19,408	\$26,900
41-20-21	Social Worker	A	\$35,600	\$39,800	\$37,100	\$41,400
35-90-33	Specialized Transportation Services Assistant	A	\$26,500	\$30,500	\$27,600	\$31,800
51-10-11	Stable Attendant	T	\$20,300	\$27,200	\$21,200	\$28,300
62-70-41	Steamfitter (F)		\$ 25.27	\$ 25.27	\$ 26.28	\$ 26.28
01-33-21	Stenographer	T	\$20,700	\$27,900	\$21,600	\$29,100
05-50-21	Storekeeper (K)	A	\$26,600	\$30,400	\$27,700	\$31,700
73-99-11	Street Lighting Maintenance Assistant	S	\$ 12.36	\$ 13.95	\$ 12.86	\$ 14.51
73-99-01	Street Lighting Maintenance Apprentice	S	\$ 10.38	\$ 16.73	\$ 10.80	\$ 17.40
73-99-23	Street Lighting Maintenance Worker	S	\$ 15.96	\$ 17.61	\$ 16.60	\$ 18.32
61-20-11	Street Maintenance Helper	V	\$ 10.27	\$ 13.37	\$ 10.68	\$ 13.91
61-20-21	Street Maintenance Worker	S	\$ 12.73	\$ 14.18	\$ 13.24	\$ 14.75
45-30-01	Student Recreation Instructor	V	\$20,900	\$28,600	\$21,800	\$29,800
41-45-05	Substance Abuse Counselor	T	\$24,900	\$30,600	\$25,900	\$31,900
45-90-21	Swimming Instructor	A	\$30,000	\$34,700	\$31,200	\$36,100

Exhibit 1 – Section 1

Class Code	CLASSIFICATION	Step Code	July 1, 2005 thru June 30, 2008		June 30, 2008 11:59 p.m.	
			Minimum	Maximum	Minimum	Maximum
01-91-11	Technical Aid - Business Administration (F)	E	\$26,700	\$30,400	\$27,800	\$31,700
01-91-14	Technical Aid - General Science (C)	E	\$26,700	\$30,400	\$27,800	\$31,700
01-91-15	Technical Aid - Social Science	E	\$26,700	\$30,400	\$27,800	\$31,700
01-31-62	Telecommunications Operator	T	\$22,300	\$29,400	\$23,200	\$30,600
04-63-31	Teller	T	\$22,300	\$31,400	\$23,200	\$32,700
01-20-06	Title Searcher	R	\$28,900	\$33,700	\$30,100	\$35,100
71-31-21	Tool Dresser	S	\$ 12.78	\$ 14.58	\$ 13.30	\$ 15.17
71-90-11	Transfer Station Attendant	S	\$ 12.05	\$ 13.47	\$ 12.54	\$ 14.01
35-90-32	Transportation Emergency Dispatcher	A	\$35,200	\$41,000	\$36,700	\$42,700
35-90-17	Transportation Information Clerk	A	\$26,400	\$30,000	\$27,500	\$31,200
35-90-15	Transportation Passenger Data Collector	S	\$ 7.30	\$ 8.57	\$ 7.60	\$ 8.92
82-36-01	Transportation Passenger Data Collector - S S		\$ 5.83	\$ 5.83	\$ 6.07	\$ 6.07
35-30-28	Transportation Schedule Analyst	A	\$35,000	\$41,000	\$36,400	\$42,700
35-30-26	Transportation Schedule Maker	A	\$34,100	\$39,400	\$35,500	\$41,000
35-90-46	Transportation Service Investigator	A	\$28,500	\$34,400	\$29,700	\$35,800
35-15-25	Transportation Station Worker	A	\$32,400	\$35,500	\$33,700	\$37,000
35-13-26	Transportation Terminal Assistant	A	\$32,200	\$36,700	\$33,500	\$38,200
35-13-36	Transportation Terminal Supervisor	A	\$33,900	\$39,400	\$35,300	\$41,000
35-90-35	Transportation Timekeeper	A	\$28,800	\$33,100	\$30,000	\$34,500
52-10-21	Tree Artisan	S	\$ 13.12	\$ 14.63	\$ 13.65	\$ 15.22
52-10-13	Tree Artisan Helper	V	\$ 9.87	\$ 12.94	\$ 10.27	\$ 13.46
72-33-21	Trolley Car Repair Worker	S	\$ 19.82	\$ 20.04	\$ 20.62	\$ 20.85
61-60-11	Underground Conduit Construction Helper	S	\$ 12.79	\$ 14.17	\$ 13.31	\$ 14.74
61-60-41	Underground Conduit Construction Sub-Foreman	S	\$ 13.35	\$ 15.03	\$ 13.89	\$ 15.64
61-60-31	Underground Conduit Installer	S	\$ 12.23	\$ 13.81	\$ 12.72	\$ 14.37
72-41-33	Vehicle Painter and Letterer		\$ 19.22	\$ 19.22	\$ 19.99	\$ 19.99
63-32-21	Vermin Exterminator	S	\$ 12.81	\$ 14.49	\$ 13.33	\$ 15.07
24-32-24	Vision and Hearing Tester	A	\$22,300	\$27,600	\$23,200	\$28,800
82-24-14	Vision and Hearing Tester - Special Service	S	\$ 10.84	\$ 12.66	\$ 11.28	\$ 13.17
01-20-26	Voucher Audit Clerk	A	\$25,500	\$28,900	\$26,600	\$30,100
02-10-27	Water Billing Audit Clerk - Interim	A	\$28,400	\$32,100	\$29,600	\$33,400
71-22-21	Water Meter Mechanic	S	\$ 14.75	\$ 15.68	\$ 15.34	\$ 16.31
71-22-11	Water Meter Worker	S	\$ 13.32	\$ 14.94	\$ 13.86	\$ 15.54
73-54-13	Water Plant Attendant	S	\$ 13.44	\$ 15.49	\$ 13.98	\$ 16.11
73-54-38	Water Plant Operator	A	\$38,100	\$39,300	\$39,700	\$40,900
73-54-01	Water Plant Operator Apprentice	D	\$ 12.29	\$ 17.95	\$ 12.79	\$ 18.67
71-90-40	Water Systems Control Instrument Technician		\$ 24.26	\$ 24.26	\$ 25.23	\$ 25.23

Exhibit 1 – Section 1

Class Code	CLASSIFICATION	Step Code	July 1, 2005 thru June 30, 2008		June 30, 2008 11:59 p.m.	
			Minimum	Maximum	Minimum	Maximum
71-90-03	Water Systems Control Instrument Technician Appr.	D	\$ 15.77	\$ 23.05	\$ 16.40	\$ 23.98
71-90-28	Water Systems Equipment Mechanic	S	\$ 15.44	\$ 17.18	\$ 16.06	\$ 17.87
61-75-06	Water Systems Helper	V	\$ 10.53	\$ 14.17	\$ 10.96	\$ 14.74
61-72-21	Water Systems Investigator	S	\$ 14.79	\$ 16.70	\$ 15.39	\$ 17.37
25-20-13	Water Systems Laboratory Aid	S	\$ 12.86	\$ 14.30	\$ 13.38	\$ 14.88
61-75-31	Water Systems Mechanic	S	\$ 13.80	\$ 15.45	\$ 14.36	\$ 16.07
61-75-21	Water Systems Repair Worker	S	\$ 13.49	\$ 14.95	\$ 14.03	\$ 15.55
61-75-11	Water Systems Worker	S	\$ 11.99	\$ 13.50	\$ 12.47	\$ 14.04
63-10-27	Window Cleaner (K)	S	\$ 10.54	\$ 13.43	\$ 10.97	\$ 13.97
09-20-33	Worker's Compensation Specialist	A	\$33,300	\$43,000	\$34,700	\$44,800
24-35-11	X-Ray Technician	A	\$26,500	\$30,500	\$27,600	\$31,800
19-90-34	Zoning Inspector - Zoning Appeals (A)		\$57,000	\$57,000	\$59,300	\$59,300
53-55-21	Zookeeper	S	\$ 12.78	\$ 14.41	\$ 13.30	\$ 14.99
53-40-21	Zoological Landscaper	S	\$ 13.14	\$ 14.75	\$ 13.67	\$ 15.34

**LETTER
CODES**

**SPECIAL REPRESENTATION
LIMITATIONS**

- (A) Non-economics ONLY
- (B) Dual titled with another AFSCME represented title ONLY
- (C) Health ONLY
- (D) Public Lighting ONLY
- (E) Public Lighting, Public Works (Vehicle Management), Recreation (excluding Belle Isle Carpentry Shop), Transportation, Water and Sewerage ONLY
- (F) Transportation ONLY
- (G) Transportation and Human Resources ONLY
- (H) EXCEPT Airport
- (I) EXCEPT Airport, Health, Public Works (Sign Shop)
- (J) EXCEPT Airport and Health
- (K) EXCEPT Health
- (L) EXCEPT Health and Public Works (Sign Shop)
- (M) EXCEPT Health and Water and Sewerage and Public Works (MERC Case UC-94-D18)
- (N) EXCEPT Public Lighting
- (O) EXCEPT Public Works and Detroit-Wayne Joint Building Authority and Health (MERC Case C-85-D87)
- (P) EXCEPT Transportation
- (Q) EXCEPT Public Works (Sign Shop)
- (R) EXCEPT Water and Sewerage
- (S) Human Resources ONLY

SECTION 2

JURISDICTION OF LOCAL UNIONS BY DEPARTMENT

Department	Local
1. Arts	542
2. Auditor General	62
3. Budget	62
4. Buildings and Safety Engineering	
a. Clerical Unit	62
b. Inspection Unit and License Examiner Unit	1227
5. Civic Center	1220
6. Communications and Creative Services	229
7. Consumer Affairs	62
8. Election Commission	2799
9. Employment and Training	1642
10. Finance	2799
11. Fire	542
12. Health	
a. General	457
b. Nurses	273
13. Historical	542
14. Housing	23
15. Human Resources	62 (See Note 1)
16. Human Rights	836
17. Human Services	
a. General Unit	1642
b. Nurses Unit	273
18. Information Technology Services	62
19. Law	2799
20. Mayor's Office – Neighborhood City Halls	1023
21. Municipal Parking	62
22. Planning and Development	23
23. Public Works	
a. Clerical Unit	62
b. General Unit	
1. Solid Waste Division	26
2. Street Maintenance Division	
Vehicle Management Division	229
3. Detroit-Wayne Joint Building Authority	1220
24. Ombudsman	2799
25. Police	1023
26. Public Lighting	
a. General Unit	207
b. Drafting and Clerical Units	2920
27. Recreation	
a. General and Clerical Unit	542
b. Recreation Professional Unit	836

<u>Department</u>	<u>Local</u>
28. Senior Citizens	836
29. Transportation	
a. General Unit	312
b. Clerical Unit	214
30. Water and Sewerage	
a. General Unit	207
b. Clerical Unit	2920
31. Zoning, Appeals Board	1227
32. Zoological Institute	542

Note 1: Human Resources Department employees assigned to the following department locations shall be represented by the locals representing clerical employees at those locations: Employment and Training, Housing, Human Services, Planning and Development, Transportation, and Water and Sewerage.

Note 2: Apprentices are employees of the Human Resources Department, but shall be represented by the Local Union which represents journeypersons in the department to which the apprentices are assigned.

Note 3: Local 273 represents non-supervisory Registered Nurses on a City-wide basis.

SECTION 3

STEP CODES APPLICABLE TO BARGAINING UNIT MEMBERS

Step Codes

- A** All pay ranges designated with "A" receive annual increments in the amount of 5% of the employee's base rate, but never in excess of the maximum.
- D** Employees under this title may be hired or adjusted by the department to any established rate within the range. Rate adjustments, which do not comply with standard step increment rules must be approved by the Finance Director. Note: Apprentices under this title shall be placed at rates in accordance with The Memorandum of Understanding, RE: Skilled Trades, and other applicable sections of this Agreement.
- E** All pay ranges designated with "E" to receive six-month increments equal to one-half the annual increment, but never in excess of the maximum.
- P** All employees in pay ranges designated with "P" shall proceed from minimum to maximum on the basis of four (4) equal steps at six-month intervals.
- R** Employees under this title may be placed at any established rate within the range as determined by the department and are to receive annual step increments in accordance with step code "A".
- S** All pay ranges designated with "S" receive six-month increments of .10¢ per hour, but never in excess of the maximum.
- T** All pay ranges designated with "T" will receive annual step increments such that it will not take more than six (6) years to go from minimum to maximum.
- V** All pay ranges designated with "V" will receive six-month half-steps equal to one-half the annual increment in "T", but not to exceed the maximum of the range.

EXHIBIT II
CITY OF DETROIT
AFSCME MICHIGAN COUNCIL 25
NON-SUPERVISORY BARGAINING UNIT

RE: HEALTH CARE PLANS

INTRODUCTION

The City of Detroit offers a traditional hospitalization plan for employees and retirees plus they may choose alternative coverage through one of the health maintenance organizations or preferred provider plans offered by the City. The City will pay the premium for this alternative health care coverage up to an amount equal to the amount the City pays for the traditional plan. A list of the City's current hospitalization carriers and coverage descriptions is contained herein.

Furthermore, the traditional health plan described herein includes several cost containment features. Furthermore, the joint union/management health cost containment committee will be studying additional cost containment programs, which will be included during the term of the agreement.

Note: This matter may also be referred to the Central Labor/Management Committee by mutual agreement of the parties, (see Memorandum of Understanding, page 90).

ELIGIBILITY

Note: This summary of health insurance plans described herein contain the essential features of the hospitalization insurance plans offered by the City in general terms. It is not intended to be a full description of coverage. The complete plans are described in the certificate of coverage issued by each plan.

A. PERSONS ELIGIBLE FOR HEALTH CARE COVERAGE:

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

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

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

Nineteen to twenty-five year old dependents continue to be covered until the end of the calendar year in which they attain 25 years of age as long as they are unmarried and are dependent upon the employee for support and maintenance and were reported as such on the employee's most recent federal income tax return. There will be no additional charges for this coverage when they are under an employee contract.

Under the "Consolidate Omnibus Budget Reconciliation Act of 1985 (COBRA)", employees and their eligible dependents will have the option to continue group health coverage at their own expense after that coverage would have normally terminated. This option becomes available upon certain qualifying events that occur on or after July 1, 1986. Group health coverage includes hospitalization, dental and eye care coverage as one complete package.

B. QUALIFYING EVENTS AFFECTING EMPLOYEES:

1. The reduction of work hours or a temporary layoff that causes employees to lose their group coverage.
2. Termination of employment, either voluntary or involuntary (except for termination for gross misconduct).

Employees may elect to continue their group health coverage up to 18 months beyond the qualifying event in 1 or 2 above. (The full monthly premium cost must be paid each month to continue coverage).

C. QUALIFYING EVENTS FOR EMPLOYEES BENEFICIARIES:

1. Upon divorce or legal separation of employee and the employee's spouse (spouse option to include the dependent children).
2. The date a dependent child no longer qualifies as a dependent under the plan. (example, dependent child passes the maximum age for coverage as a dependent child).
3. Upon the death of the employee.
4. Upon the employee becoming entitled to benefits under Title XVIII of the Social Security Act (and the spouse and dependent children lose the employer provided group health coverage).

The employee's spouse and dependent children may elect to continue the same group coverage up to 36 months from the date of the qualifying event noted in 1, 2, 3, or 4 above. The full monthly premium cost must be paid each month to continue coverage.

D. CANCELLATION OF COVERAGE:

Continuation of coverage will be canceled upon the occurrence of the following circumstances:

1. Cancellation of group health plan to active employees.
2. The qualified beneficiary becomes a covered employee under another group health plan or becomes entitled to Medicare benefits.
3. The qualified beneficiary fails to pay the required premium.

4. The qualified beneficiary remarries and becomes covered under a group health plan.
5. The end of the continuation coverage period.

E. **EFFECTIVE DATES FOR HOSPITALIZATION COVERAGE:**

1. **Coverage Period:** First (1st) through thirty-first (31st).
2. **Qualifying for Continuing Coverage:** Any month in which an employee receives a paycheck with at least eight (8) hours of pay, he/she will have coverage for the entire month; less than eight (8) hours of pay – no coverage.

Note: Suspensions and Departmental Leave are governed by this Section.

3. **Coverage Effective Date:** For new hires or employees returning from Human Resources leaves or layoffs, coverage's are effective the day they receive their first paycheck.

Note: For new or returning employees, coverage dates will be determined as of the date the employee would have normally received his/her paycheck

4. **Coverage Ending Date:** End of the month in which an employee receives the last paycheck. Lump-sum payments or special-pay adjustments, after an employee has left the payroll, do not continue hospitalization coverage.

SECTION 1

TRADITIONAL HOSPITALIZATION

A. **HOSPITAL CHARGES:**

The City's hospital benefits include the following:

- The cost (ward room and board rates) for 365 days for treatment of general conditions. (Employees may elect semi-private coverage at their own expenses).
Renewal: Full benefits are restored after a consecutive period of 60 days has elapsed since the date of last discharge from a hospital.
- The cost of ward room and board for treatment of mental and nervous disorders is limited to forty-five (45) days. The full cost of ward room and board at a general hospital for treatment of substance abuse (alcohol and drug-related) disorders is limited to five (5) days. Up to forty days (40) of in-patient rehabilitation treatment shall be covered in a free standing facility that specializes in this type of treatment and is pre-approved by the plan. (If a member is admitted directly into non-hospital based facility, the maximum number of days will be forty-five [45]).
Renewal: In order to re-establish hospital benefits for a nervous or mental disorder, there must be a period of non-confinement equal to at least sixty (60) consecutive days.
- See master medical section for additional benefits.

B. MATERNITY BENEFITS:

(applies to members of the plan)

Ward hospital room and board charges or birthing center charges and charges for other hospital services resulting from pregnancy, childbirth or miscarriage are covered in accordance with the plan.

C. OTHER HOSPITAL SERVICES:

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

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

D. EMERGENCY SERVICES:

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

E. PRE-ADMISSION CERTIFICATION:

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

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

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

In cases of emergency admittance to a hospital which shall include emergency admittance for alcohol and drug abuse, the hospital must notify Blue Cross within twenty-four (24) hours and they will certify the number of days allowable based upon the information submitted. If the attending physician requires a member to remain in the hospital for longer than the pre-certified amount of time, they must obtain approval from Blue Cross for additional days. Unless specifically approved, the plan will not pay for any days spent in a hospital beyond those approved by the pre-certification.

F. AMBULATORY PROCEDURES REQUIREMENTS:

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

G. EXTENDED CARE FACILITIES:

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

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

H. HOME HEALTH CARE AND HOSPICE CARE BENEFITS:

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

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

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

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

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

I. BILLING AUDITS:

Employees are encouraged to review their hospital and doctor bills for accuracy.

MEDICAL SURGICAL BENEFITS

A. SURGICAL EXPENSE BENEFITS:

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

B. SECOND SURGICAL OPINION:

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

For all other procedures:

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

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

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

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

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

C. MATERNITY BENEFITS:

(applies to members of the plan)

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

D. X-RAY AND LABORATORY SERVICES:

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

E. MENTAL AND NERVOUS DISORDERS:

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

F. OTHER ITEMS COVERED BY THE PLAN:

Physician's Services

- Medical Care of In-patients
 - Hospital
 - Convalescent Care Facility
 - Psychiatric Day/Night Care Hospital
 - Residential SAT program
- Surgery; Anesthesia; Surgical Assistant
 - Consultations
 - In-patient
- Maternity Care
 - Pre & Post Natal Visits
 - Delivery
 - Examination of Newborn
- Emergency Care
 - Injuries; Medical Conditions
- Psychiatric Care
 - In-patient
 - Out-patient \$400
- Chemotherapy
- Therapeutic Radiology
- Diagnostic Radiology
 - Routine Mammogram
- Diagnostic Lab & Pathology
 - Routine PAP Smear
 - PSA Testing
- Other Diagnostic Services
 - EKG: EEG: etc.

G. ITEMS NOT COVERED BY HOSPITAL - MEDICAL - SURGICAL BENEFITS:

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

1. Dental care except for extractions or removal of unerupted teeth under general anesthesia when a concurrent hazardous medical condition exists;
2. Cosmetic surgery; except for the correction of birth defects, accidental injuries or traumatic scars, or reconstructive surgery to correct deformities resulting from specified diseases or medically necessary surgery;
3. Hospital admissions that are not medically necessary, such as admissions that are principally for diagnostic evaluation, or physical therapy, or reduction of weight by diet control.
4. Custodial care or domiciliary care which does not require definitive medical or nursing services for an illness or injury.

5. Care for occupational injury or disease or care obtainable without cost from government agencies or through the facilities of the employer.
6. Routine physical, premarital or pre-employment examinations.
7. Items such as blood, durable medical equipment, prosthetic and other appliances, and ambulance service unless specifically mentioned as being covered in this proposal.

SECTION 2

MASTER MEDICAL EXPENSE BENEFITS

The City's coverage for master medical benefits shall be 80% of the usual and customary fees for out-patient services provided by the plan after the employee pays for the first \$50 of cost per person or \$100 per family per year. After an employee has out of pocket expenses over \$1,000 in any calendar year, 100% of the eligible expenses are covered. The life-time maximum benefit is \$1,000,000.

Out-patient treatment for substance abuse, psychiatric and nervous disorders shall be limited to 50% of reasonable fees with an annual limit of \$2,000 per year and a life-time limit of \$5,000. (This is in addition to the basic benefit). The plan's maximum is \$15,000 for one year and \$30,000 for two or more years for combined in-patient and out-patient psychiatric services.

A. AMBULANCE:

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

B. ITEMS NOT COVERED BY MAJOR MEDICAL:

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

- Extended benefits are not available for pulmonary tuberculosis or mental disorders.
- Routine dental care such as fillings, extractions, bridgework, braces, root canals and impacted wisdom teeth.
- Eyeglasses, routine eye examinations, eye refractions, hearing aids and the fitting of hearing aids or eyeglasses.
- Routine physical examinations and related tests.
- Cost of transportation that exceeds ambulance benefit level.
- Personal comfort items while hospitalized, including but not limited to, television and telephone.
- The portion of room charges which exceeds the hospital's ward rate.
- Surgical procedure, treatment or hospital confinement primarily for beautification.

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

SECTION 3

PRESCRIPTION DRUG PLAN

- A. Coverage – The prescription drug benefit covers the cost of most prescription drugs after the employee pays a \$3 co-pay.
- B. A list of preferred providers for prescription drugs, which an employee must use to obtain the full benefit is attached.
- C. **COVERED DRUGS:**
1. Federal Legend Drugs
 2. State Restricted Drugs
 3. Compounded Medication
 4. Insulin
- D. The plan will require a pharmacy to use generic drugs, if available, unless specifically directed by the prescribing physician based on medical necessity not to do so.
- E. **ITEMS NOT COVERED:**
- Certain items are not covered by the prescription drug program. Among these are:
- The charge for any take home drug.
 - Any charge for a contraceptive medication, even if such medication is a prescription legend drug, and any charge for therapeutic devices or appliances, regardless of their intended use.

- Therapeutic devices or appliances (hypodermic needles, support garments and other non-medicinal substances).
- Drugs or medicines supplied to the covered individual by a prescribing physician or dentist.
- Cosmetic or beauty aids, dietary supplements and vitamins.
- Immunizing agents, injectables, blood or blood plasma or medication prescribed for parental administration, except insulin.
- Any drug labeled “Caution – Limited by Federal Law to Investigational Use” or any experimental drug.
- Any charge for administration of covered drugs.
- The charge for more than a 34-day supply of a covered drug except that benefits will be payable for 100 unit doses (e.g., tablet or capsule, etc.) of specified maintenance drugs unless provided by a mail order pharmaceutical provider.
- The charge for any prescription order refill in excess of the number specified by a physician or dentist, or any refill dispensed after one year from the date of the original prescription order.
- The charge for any medication for which the employee or dependent is entitled to without charge from any municipal, state or federal program of any sort whether contributory or not except Title XIX of Social Security Amendments of 1965 (Public Law 89-97; 89th Congress, First Session).

SECTION 4

PREFERRED PROVIDER ORGANIZATION AND HEALTH MAINTENANCE ORGANIZATIONS

The benefit levels for the **Blue Cross Blue Shield PPO** are for the most part equivalent to the Blue Cross Blue shield Traditional Plan except that the PPO covers the first \$100 of routine office calls and thereafter 70% of the cost. Furthermore, all services received outside the networks are generally covered at 85% of the charge.

The health maintenance organizations currently being offered to employees are as follows:

Blue Care Network
Health Alliance Plan
Blue Cross Community Blue PPO
Total Health Care Plan

Benefits provided by these carriers are as follows:

BENEFIT

Service in hospital
 Human Organ transplants
 Emergency Care – Medical

EXTENT OF COVERAGE

Full coverage
 Covered, except for experimental
 Full coverage

Emergency Care – Accidents	Full coverage
Routine Medical Services	Full coverage
Maternity Services Provided by Doctor	Full coverage
Prescription Drugs	Full coverage (employee responsible for \$3 co-pay)
Diagnostic and Therapeutic Procedures	Full coverage
Immunizations	Full coverage
Family Planning	Full coverage for most services
Mental Health Care	Outpatient – 20 visits 12 month period Inpatient-45 days per year
Alcoholism/Drug Abuse	Varies with carrier
Skilled Nursing Care (not in hospital)	Nursing home care – 730 days
Appliances and Prosthetic Devices and Durable Medical Equipment Devices	Full coverage

Prior to the annual enrollment each year a comparison of coverage's provided by each of the plans will be provided to members of the Union.

SECTION 5

DENTAL CARE PLAN

A. COVERAGES:

Class I benefits 75% of usual and customary fees.
 Class II benefits 50% of usual and customary fees.
 Class III benefits 50% of usual and customary fees.
 Orthodontics – 50% of usual and customary fees not to exceed \$1,000 maximum life benefit per person covered by the plan.
 Annual maximum of Class I, II, and III benefits is \$1,000 per year.

B. ITEMS NOT COVERED: Dental benefits are not available for the following types of expenses or care:

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

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

C. PRE-DETERMINATION OF BENEFITS (EXCLUDES CAPTITATION PLANS):

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

1. Prosthodontics
 - a. Inlays
 - b. Onlays
 - c. Crowns
 - d. Space Maintainers
 - e. Bridges
 - f. Removable Full or Partial Dentures
2. Periodontics
 - a. Subgingival Curettage
 - b. Surgical Periodontics
3. Oral Surgery

All oral surgical procedures with the exception of four (4) or less simple extractions.
4. Orthodontics

All services

D. Currently the City is offering Den Cap and Golden Dental Centers as capitation dental carriers. These Plans have smaller co-pays and deductibles in most areas than our traditional plan. However, you must select your Dentist from their network.

SECTION 6

EYE CARE PLAN

A. **COVERAGE:** The plan will pay for an eye examination and glasses once every two years. Co-op Optical Company and Heritage Optical Company are the current providers of this service. This coverage is only available at one of these two firms. The employee may be required to make co-payments for designer frames, special lenses, and contact lenses.

B. **ITEMS COVERED UNDER THE PLAN:**

- Eye Examination
- Frames: No charge for frames equal to or less than \$75
- Eye Glass Lenses:
 - Single vision
 - Bifocal covered through Executive Level
- Tint: One (1) single color
- Contact Lenses: Exam and Lenses \$90 allowance (in lieu of eye glass service)
- Progressive Myopia: (Rapidly changing near sighted vision) Through age 19 for dependent children; annual exam and new lenses with a prescription change.
- Miscellaneous:
 - Six month warranty against breakage on in-program frames; 1-year extension for \$10
 - 20% discount on additional glasses after 1st pair secured through benefit plan
- Scratch Cote: Prism (if required) (front only) on in-program lenses
- Oversize: On in-program lenses

C. **ITEMS NOT COVERED:**

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

- Procedures or supplies furnished due to a visual defect which arises out of, or in the course of, any occupation for wage or profit;
- Vision care services resulting from declared or undeclared war, or any act thereof, or military or naval service of any country;
- Vision care services or supplies furnished by or at the direction of the United States Government or any agency thereof;
- Vision care services or supplies received from a medical department maintained by a mutual benefit association, labor union, trustee or other similar group;
- Vision care services or supplies which are payable or furnished by any other group policy or prepayment plan;
- Any medical or surgical treatment of the eye;
- Sunglasses, plain or prescription, goggles, photo chromic lenses, or tinting, except as specified in B above; or safety lenses, except as provided in the MOU RE: Skilled Trades;
- Orthoptics, vision training or aniseikonia;
- Trifocal;

- Repair of any kind, except as specified in paragraph B above;
- Loss or theft; and
- Vision expenses incurred by a dependent child after attaining age 19.

SECTION 7

PENDING CHANGES

During the term of the Contract the joint Union/Management Health Care Committee will be examining additional alternatives to control health care cost. Some of the alternatives being considered as of the date of this agreement are as follows.

A. CONTROL PROCEDURES

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

B. EMPLOYEE EDUCATION PROGRAMS

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

C. PRESCREENING PROGRAMS

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

D. MATERNITY CONFINEMENT

The plan may include an incentive for members who elect to shorten their hospital confinement for maternity purposes or use of birthing centers. The incentive shall be based on the standard number of days allowed for in-patient maternity confinement in the hospital admission pre-certification program. In the event that birthing centers are less expensive than inpatient hospital confinement, an incentive plan will be developed to encourage the use of them.

E. BILLING AUDITS

Employees are encouraged to review their hospital and doctor bills for accuracy. The Health Care Committee will agree on a remuneration "finder's fee" for significant discrepancies discovered.

F. **EMERGENCY CLINICS**

A list of non-hospital based clinics, which will provide non-emergency 24-hour medical services will be established. Employees should use these facilities for non-life threatening medical emergencies.

G. **PRESCRIPTION DRUGS**

The Plan may seek an administrator for prescription drug coverage, which may be different from the administrator of the hospital-medical-surgical plan.

SECTION 8

City Alternative Health Care Plan

- A. This “City Alternative Health Care Plan” is conditioned upon the City achieving the specific cost saving objectives professionally-estimated and calculated to result from the implementation of all of the features contained in this proposal and based on the beginning of the FY 2006 – 2007 benefit year. The health care benefit plan changes specified in the attached document will be effective, July 17, 2006. The corresponding open enrollment for the purposes of implementing this “Alternative Health Care Plan” will begin on July 31, 2006, and conclude on September 6, 2006.
- B. Contribution Structure: Effective July 17, 2006, the employee’s contribution towards the component premiums (i.e., one person, two persons, family), for the BC PPO plan shall be capped at 10% of the monthly premium, and for all HMO plans capped at 20% of the monthly premium. If the Blue Cross/Blue Shield Traditional plan as modified by the new plan design, continues to be offered as an option, it will be offered under the current premium sharing arrangement.
- C. Effective with the Family Continuation Verification Period for the coverage plan year beginning July 17, 2006, in addition to the existing family continuation requirements, employees insuring family continuation dependents must also provide proof that the dependent is enrolled in an accredited school as a full-time student in order for that dependent to be eligible for continued coverage.
- D. Employees insuring sponsored dependents under any plan shall continue to pay the entire premium for this coverage.
- E. Effective with the coverage plan year that begins on or after July 1, 2006, in order to be eligible for coverage under all City of Detroit health care plans, all active employees and their dependents who are eligible for Medicare due to certain medical conditions as defined by Medicare must enroll in Medicare Parts A and B.

Such enrollment in Medicare shall not result in any reduction in benefits or additional cost to the employee, in that the employee shall be reimbursed that amount paid for Medicare after submission of required proof of payment (This benefit does not apply to retirees or

dependents covered under the City retiree's health care contract. Currently, all retirees and their dependents who are eligible for Medicare regardless of age must enroll in Medicare Parts A and B at their own expense to be eligible for continued coverage, and this provision shall remain unchanged and applicable to all persons who retire in the future.)

F. Effective with the implementation of the new HR/Payroll and Benefit System:

1. Health care and life insurance coverage start and end dates shall be as follows:

Hospitalization: Coverage begins on the first day of the first full pay period, and ends on the last day of the month that employment ends.

Dental: Coverage begins on the first of the month following the employee working six months, and ends on the last day of the month that employment ends.

Optical: Coverage begins on the first of the month following 60 days of service, and ends on the last day of the month that employment ends.

Life Insurance and Death Benefit: Coverage begins on the first day of the first full pay period, and ends on the last day of the month that employment ends.

2. **Supplemental Life Insurance Coverage:** Employees may opt for additional coverage up to either their actual salary or double their actual salary, rounded up to the nearest thousand. This would replace the Option 1 and Option 2 schedules for additional life insurance found in the Death Benefit and Life Insurance article of the Master Agreement.

3. **Opt-Out Program:** Employees will receive a monthly stipend.

4. **Pre-Tax Medical Premiums:** The employee's share of medical premiums will be shown and paid on a pre-tax basis.

5. **Employee Payroll Deductions:** Payroll deductions will be taken out equally during every pay cycle.

In addition to the above noted provisions, the parties will continue to work collaboratively toward establishing cost saving measures for medical, dental, optical and life insurance plans as well as resolve issues that may arise with the implementation of the new HR/Payroll and Benefit System.

City of Detroit Alternative Health Care Plan Design Blue Cross PPO		
General Plan Information	In-Network Benefits	Out-of Network Benefits
Annual Deductible/Individual	\$175	\$425
Annual Deductible/Family	2x individual deductible	2x individual deductible
Coinsurance (Outpatient only)	90%	70%
Office Visit/Exam	\$10 copay, then 100%	D&C
Outpatient Mental Health/Substance Abuse	\$90%/50%	70%/50%
Annual Out-of-Pocket Limit/Individual	\$1,000	\$2,000
Annual Out-of-Pocket Limit/Family	\$2,000	\$4,000
Inpatient Hospitalization	100%	70%
Emergency Room (Co-pay waived if admitted)	\$75 copay, then 100%	\$75 copay, then 100%
Urgent Care Facility	\$10 copay, then 100%	D&C
Hospital Admission Deductible	None	None
Prescription Drug Benefits Retail		
Generic	\$5	Not covered
Brand (SingleSource/Formulary)	\$15	Not Covered
Brand (Multi-Source/Non-formulary)	\$15	Not Covered
Number of Days Supply	30 days	30 days
Mail Order		
Generic	\$10	Not Covered
Brand (Single-Source/Formulary)	\$30	Not Covered
Brand (Multi-Source/Non-Formulary)	\$30	Not Covered
Number of Days Supply for Mail Order	90 days	n.a.

City of Detroit Alternative Health Care Plan Design HMO Plans	
Plan Design	Alternative Plan
General Plan Information	
Office Visit Copay	\$ 10 Copay
Inpatient Admission Copay	None
Emergency Copay (Waived if admitted)	\$ 75 Copay, then 100%
Urgent Care Copay	\$10 Copay
Outpatient MH/SA Copay	\$10 Copay
Prescription Drug Benefits Retail	
Generic	\$5
Brand (Single Source/Formulary)	\$15
Brand (Multi-Source/Non-Formulary)	\$15
Number of Days Supply	30 days
Mail Order	
Generic	\$10
Brand (Single Source/Formulary)	\$30
Brand (Multi-Source/Non-Formulary)	\$30
Number of Days Supply for Mail Order	90 days

City of Detroit Alternative Health Care Plan Design BCBSM Traditional Plan	
Plan Design	Alternative Plan
General Plan Information	
Annual Deductible/Individual	\$175
Annual Deductible/Family	2x individual deductible
Office Visit/Exam	80%
Outpatient Mental Health Substance Abuse	100% first 6 visits, then 50%
Annual Out-of-Pocket Limit/Individual	\$1,000
Annual Out-of-Pocket Limit/Family	\$2,000
Lifetime Plan Maximum	\$1,000,000
Inpatient Hospital Services	
Inpatient Hospitalization	100%
Semi-Private Room & Board; Including Services and Supplies	100%
Emergency Room (co-pay waived if admitted)	\$75 copay then 100%
Urgent Care	80%
Hospital Admission Deductible	None
Retail Prescription Drug Benefits	
Generic	\$5
Brand (Singlesource/Formulary)	\$15
Brand (Multisource/Non-Formulary)	\$15
Number of Days Supply	30 days
Mail Order	
Generic	\$10
Brand (Singlesource/Formulary)	\$30
Brand (Multisource/Non-formulary)	\$30
Number of Days Supply for Mail Order	90 days

AMBULATORY PROCEDURES

PROCEDURE CODE	<u>ENGLISH DESCRIPTION</u>
0145	Excision of pilonidal cyst of sinus, simple
0454	Excision of cyst, fibroadenoma or other benign tumor, aberrant breast tissue, duct lesion of nipple lesion (except 0465-0471) bilateral
0465 (T)	Mastectomy for gynecomastia, unilateral
0521	Biopsy, deep bones (e.g. vertebral body femur)
0522	Biopsy, excisional, bone superficial (e.g., ilium, sternum, ribs, spinous process, trochanter of femur)
0588	Excision of calcaneal spur
1342	Arthroplasty, metatarsophalangeal joint, other than hallux, with silastic implant
1601	Muscle biopsy, deep
2060	Infraction of turbinates, unilateral or bilateral
2085	Anthrotomy, intra nasal, bilateral
2790	Biopsy or excision of lymph node
2791	--deep cervical node
3740 (T)	Repair, inguinal hernia, under age 5, with or without hydrocelectomy, bilateral
3745 (T)	Repair, inguinal hernia, under age 5, with or without hydrocelectomy, bilateral
4040	Cystourethroscopy with biopsy, initial
5620 (T)	Extra ocular muscle surgery (resection, recession, advancement, etc.), one muscle
5696 (T)	Slepharoplasty: plastic repair of eyelid with or without graft
0994	Fracture, humerus, surgical neck, closed reduction
1493	Dislocation, elbow, closed manipulative reduction, without anesthesia
3163	Esophagoscopy, diagnostic with biopsy
3165	--with dilation, direct
3190	Dilation of esophagus by sound or bougie, indirect, initial
3220	Gastroscopy, diagnostic
3417	Colonscopy (by fiberoptic instrument), transverse colon
3696	Peritoneocentesis: abdominal paracentesis, initial
5155	Spinal puncture, lumbar diagnostic

EXHIBIT III
CITY OF DETROIT
AFSCME MICHIGAN COUNCIL 25,
NON-SUPERVISORY BARGAINING UNIT

RE: Long Term Disability Benefits (Income Protection Plan)

NOTE: It is important for employees to apply for this benefit as soon as they believe that they will be disabled for an extended period of time in order to receive the benefits. (See provisions A-3 & B-2)

A. PROVISIONS RELATING TO ELIGIBILITY:

1. **Employees Eligible:** All full time classified and appointed civilian employees will be eligible for benefits upon completion of three (3) years of continuous employment.
2. **Effective Date:** The effective date of the benefits is the date he/she becomes eligible.

Employees not performing each and every duty of their occupation on the last work day immediately before the date they would become eligible, shall become eligible on the date they resume such duties.

3. **Applying for Benefits:** Eligible employees who become disabled must apply through their department to the City Pension Bureau within sixty (60) days after becoming disabled.

The purpose of the above language is to put employees on notice that they should, in fact, apply for benefits within sixty (60) days after becoming disabled. Failure to comply with the 60-day notice requirement will not affect eligibility for benefits. Employee applications will be processed and a benefit determination made regardless of when an application is made under the plan.

B. DETERMINING THE AMOUNT OF THE DISABILITY BENEFIT:

1. **Monthly Accident-Sickness Benefit:** The benefit shall be \$200 per month unless:
 - a. When added to the following benefits: (I) workers' compensation; (II) social security disability insurance; and (III) City disability pension, if the total exceeds 90% of "take home" pay, as defined, this benefit will be reduced to provide that this benefit plus the other above mentioned benefits equal 90% of "take home" pay; or
 - b. When added to the following benefits: (I) workers' compensation; (II) social security disability insurance; and (III) City disability pension, if the total is less than 75% of "take home" pay, as defined, this benefit will be increased to provide that this benefit plus the other above mentioned benefits equal 75% of "take home" pay; but this benefit shall not exceed \$1,500 per month.

Benefits payable under this plan are determined as percentages of "take home" pay. The following definitions shall be used in determining "take home" pay:

- (1) Take-home pay is defined as gross pay per month from the City less social security deductions, and less federal, state and city income tax withholding.
 - (2) Gross pay per month is an employee's annual rate of pay from the City as of the date of disability, divided by twelve (12).
 - (3) Social security deductions shall be one-twelfth (1/12) of the maximum annual social security tax payable by an employee based on the employee's annual rate of pay as determined in (b) above.
 - (4) Federal, state and city withholding - These amounts are determined as the normal amount of withholding applicable to an individual's gross pay per month for the actual number of dependents an employee has as of the date of disability. Dependents include all members of the immediate family who are deductible for income tax purposes.
2. **Waiting Period Before Benefits Are Payable:** There is a waiting period of two hundred and seventy (270) days of continuous total disability, or the employee's accumulated sick leave time, whichever is greater. Sick leave time as used herein, will include vacation and compensatory (unpaid overtime credits) time. For purposes of this elimination provision, the election of a lump sum payment for a period of vacation and for compensatory time shall be considered to be paid as though such time were run out on normal payroll time.
 3. **Maximum Period of Benefits:** A period equal to one-half the employee's service with the City, rounded to the nearest month, except that benefits payable due to psychiatric disorders not requiring confinement shall be limited to not more than two (2) years.
 4. **Conditions For Payment:** A period of disability for which coverage is provided must commence within thirty (30) days of an accident or, if due to sickness, while coverage is in force as to the employee. A disability which, commences more than thirty (30) days after an accident shall be deemed the result of a sickness.

Benefits are payable from the first day following the expiration of the waiting period subject to the maximum period of benefits. The applicable waiting period shall neither commence nor continue, nor will benefits be paid for any period of disability during which the employee is not under the regular care and attendance of a currently licensed physician or surgeon other than himself unless waived by the City.

If a disability recurs as a result of the same or related cause or causes, it shall be deemed a continuation of the prior period of disability unless an intervening period of nine months has elapsed in which event the subsequent period shall be deemed the result of a new sickness and subject to a new waiting period and maximum period of benefits.

Termination of benefits for any reasons shall be without prejudice to any claim originating prior to the date of termination.

5. **Rehabilitative Employment Benefits:** When, immediately following satisfaction of the waiting period or immediately following any period during which total disability benefits are payable, the employee engages in rehabilitative employment, the City will pay for each month of such employment, the applicable monthly benefit less 80% of the amount of compensation or income the employee received from such rehabilitative employment (not to exceed, in the aggregate, 24 months as the result of any one accident or sickness).
6. **Partial Month Benefits:** Benefits payable hereunder for periods, which are less than one month will be paid on the basis of the 1/30th of the monthly benefit for each day of disability.
7. **Definitions:** "Total Disability" means the continuous inability of the employee to engage in each and every occupation or employment for wage or profit for which he/she is reasonably qualified by education, training or experience. However, during the applicable waiting period and the first 24 months thereafter, the employee shall be deemed totally disabled while he/she is (1) unable to perform each and all the material duties pertaining to his/her occupation with the City, and (2) not engaged in any occupation or employment for wage or profit for which he/she is reasonably qualified by education, training or experience.

"His/her occupation" means any and every occupation or employment engaged in by the employee immediately prior to the date of the commencement of any loss covered hereunder.

"Rehabilitative employment" means any occupation or employment for wage or profit, for which the employee is reasonably qualified by education, training or experience, engaged in by the employee while unable to fully perform his/her occupation as a result of injury or sickness.

"Regular care and attendance" means observation and treatment to the extent necessary under existing standards of medical practice for the condition causing disability.

"Injury" means bodily injury caused by an accident occurring while the plan is in force as to the employee and resulting directly and independently of all other causes in loss covered by the plan.

"Sickness" means sickness or disease causing loss commencing while the policy is in force as to the employee whose sickness is the basis of claim.

8. **Pre-Existing Conditions:** Any other provisions to the contrary, any disability commencing within twelve (12) months immediately following the effective date of eligibility of an employee, for which treatment was rendered during the 6 months prior to such employee's effective date of eligibility, shall not be considered as a disability hereunder.

9. **Waiver of Premiums:** With respect to any employee who is totally disabled and receiving benefits hereunder or total disability, the City will waive payment of any premiums with respect to such employee for any period during which such benefits are payable. For any employee who is in the waiting period and no longer on the City's payroll and awaiting the completion of the waiting period, the City will waive payment of any premium.
10. **Choice of Physician and Surgeon:** The employees shall have the right to select any physician or surgeon and a physician-patient relationship will be maintained. If the City wishes to review the opinion presented by the doctor, the two doctors shall mutually select a third doctor, in accordance with provisions of the plan, whose opinion shall be binding on the case.
11. **Proof of Disability:** The City of Detroit may require an applicant, as a condition of eligibility, to submit to examinations by a physician designated by it for the purpose of determining their initial and continuing disability.

C. **MINIMUM BENEFIT PERIOD FOR SPECIFIC ACCIDENTS**

1. If more than one loss listed results from one accident, the provisions of this section shall be applicable to only one of such losses, that for which the greater period is provided. If the employee dies before receiving the applicable monthly accident benefit for the minimum period provided, the balance remaining unpaid at the time of his/her death shall be paid to his/her beneficiary or his/her estate.
2. **Dismemberment and Loss of Sight:** When injury results in any of the following losses within one hundred (100) days after the date of the accident, the City will pay the applicable monthly accident benefit for the period the employee is totally disabled and entitled to payment, but in no event will such payments be made after the date of such loss for less than the number of months set opposite the loss. In any event, the waiting period must be satisfied. If death occurs before the waiting period is satisfied, no payment will be made.

Loss of both hands	46 months
Loss of both feet	46 months
Loss of the entire sight of both eyes	46 months
Loss of one hand and one foot	46 months
Loss of one hand and the entire sight of one eye	46 months
Loss of one foot and the entire sight of one eye	46 months
Loss of one hand	23 months
Loss of one foot	23 months
Loss of the entire sight of one eye	15 months
Loss of thumb and index finger of either hand	12 months

"Loss" as above used with reference to hand or foot means complete severance through or above the wrist or ankle joint, as used with reference to eye means the irrecoverable loss of the entire sight thereof and as used with reference to thumb and index finger means complete severance through or above the metacarpophalangeal joints.

D. LIMITATIONS AND EXCLUSIONS

No benefit will be payable under this coverage for any total disability:

1. Prior to the satisfaction of the waiting period.
2. Resulting from suicide or any attempt threat while sane, or self-destruction or any attempt threat while insane.
3. Resulting from declared or undeclared war or any act thereof, or from participating in a riot, or as the result of the commission of a felony by the employee.
4. Resulting from service in the Armed Forces of any country.
5. Resulting from injury sustained in consequence of riding as a passenger or otherwise in any vehicle or device used for aerial navigation.

E. DISABILITY COMMENCING DURING 12 MONTH PERIOD PRIOR TO AGE TERMINATION OF BENEFITS

If the disability commences prior to the claimant attaining the age of sixty (60) years, but after the claimant attains the age of 58 years and 3 months (or prior to attainment of age 55 years, but after 53 years and 3 months, with respect to those employees with 30 or more years of service with the City), benefits will be paid for the period of such disability not to exceed one year, except that benefits under this provision shall also be reduced by the amount of any service retirement allowance paid by the City to the claimant pursuant to Provisions of Title IX, Chapter VI of the City of Detroit Charter and policies of the General Retirement System.

F. TERMINATION OF INDIVIDUAL BENEFITS

The benefits of any employee shall terminate on the happening of any of the following events:

1. Upon attaining eligibility for a service retirement.
2. If benefits are provided on contributory basis and the employee fails to make the required contribution, then such benefits shall automatically terminate at the end of the period for which contribution has been made.
3. The date the employee leaves, due to leave of absence or voluntary layoff as defined by the City, or is dismissed from employment in a class eligible for benefits hereunder, except that absence from work due to involuntary layoff, as defined by the City, shall not be considered as termination of employment for a period of thirty (30) days next following the commencement of such involuntary layoff.
4. The date the employee becomes eligible to receive a service retirement allowance. A Service Retirement Allowance is that amount consisting of the total of a pension and an annuity (if any) paid to an employee who withdraws from the City employ as a service retiree pursuant to the provisions of Title IX, Chapter VI of the City of Detroit Charter.

5. For non-payment of premiums by the City on behalf of an employee in which event such benefits shall automatically terminate at the end of the period for which premium has been paid.

Such termination shall be without prejudice to any claim of the employee originating prior thereto.

G. **OTHER BENEFITS INCLUDED IN THE CITY'S INCOME PROTECTION PLAN**

Separate from the Long-Term Disability Plan, the City will be continuing medical insurance coverage for disabled employees who qualify for Long-Term Disability Benefits, and will also pay a \$2,500 death benefit in lieu of the City of Detroit Death Benefit Plan to employees qualified for Long-Term Disability Benefits. The medical insurance and death benefit are payable without the elimination period required of the Long-Term Disability Plan. Since these two benefits are available sooner than nine (9) months, it is doubly important that employees file for Long-Term Disability Benefits prior to 60 days after becoming disabled.

EXHIBIT IV
 CITY OF DETROIT
 AFSCME MICHIGAN COUNCIL 25
 NON-SUPERVISORY BARGAINING UNIT
 2005 – 2008 HOLIDAY SCHEDULE

HOLIDAY	2005-2006	2006-2007	2007-2008
Independence Day	Monday, July 4, 2005	Tuesday July 4, 2006	Wednesday, July 4, 2007
Labor Day	Monday, September 5, 2005	Monday, September 4, 2006	Monday, September 3, 2007
Election Day*	Tuesday, November 8, 2005	Tuesday, November 7, 2006	Tuesday, November 6, 2007
Veterans Day*	Friday, November 11, 2005	Friday, November 10, 2006	Monday, November 12, 2007
Thanksgiving Day	Thursday, November 24, 2005	Thursday, November 23, 2006	Thursday, November 22, 2007
Day After Thanksgiving*	Friday, November 25, 2005	Friday, November 24, 2006	Friday, November 23, 2007
Christmas Eve (eight hours)*	Friday, December 23, 2005	Friday, December 22, 2006	Monday, December 24, 2007
Christmas Day	Monday, December 26, 2005	Monday, December 25, 2006	Tuesday, December 25, 2007
New Year's Eve (eight hours)*	Friday, December 30, 2005	Friday, December 29, 2006	Monday, December 31, 2007
New Year's Day	Monday, January 2, 2006	Monday, January 1, 2007	Tuesday, January 1, 2008
Martin Luther King's Birthday	Monday, January 16, 2006	Monday, January 15, 2007	Monday, January 21, 2008
Good Friday (eight hours)*	Friday, April 14, 2006	Friday, April 6, 2007	Friday, March 21, 2008
Memorial Day	Monday, May 29, 2006	Monday, May 28, 2007	Monday, May 26, 2008

* Excused Time Holiday for all City employees. No holiday premium to be paid.

NOTE: Special rules on holiday observance may apply to employees engaged in unusual work assignments such as shift work and/or six (6) or seven (7) day operations

EXHIBIT V

DEDUCTION/REVOCATION AUTHORITY

Union/Association Dues or Service Fee

Last Name (Please Print) First MI Department Employee Social Security Number

Street Number Street Name City Zip Code

PART I - REVOCATION AUTHORITY Union/Association Dues or Service Fee (if applicable)

Within thirty (30) days of receipt of this revocation, I hereby request and authorize the Finance Director to terminate my bi-weekly deduction authority for payment of Union/Association Dues or Service Fees to _____

Name of Union or Association (and Local)

Date Employee Signature Pension Number

To be Completed by Department Personnel

700 CANCEL (A) _____
Deduction Code Agency

For Official Use Only

Labor Relations Office Approval Date

PART II - DEDUCTION AUTHORITY Union/Association Dues or Service Fee

Effective this date, I hereby request and authorize the City of Detroit to deduct from my earnings bi-weekly a sufficient amount to provide for the regular payment of monthly dues or service fees as may be fixed and certified by the duly authorized Officers of the _____

Name of Union or Association and Local (if applicable)

Union/Association dues **Service fee**

I hereby waive all right and claim to said monies paid in accordance with this authorization. Note: This deduction authority is revocable by the employee under certain circumstances as provided in the collective bargaining agreement for the Union/Association for which this deduction authority has been executed. Notice of the revocation must be given to the Finance Director and to the Union or Association.

Date Employee Signature Pension Number

To be Completed by Department Personnel

710 ADD (A) _____ (B) _____ (C) _____
 720 CHANGE Deduction Code Deduction Amount Deduction Adjustment
 730 ADJUST or Percentage Amount Agency

Original - Finance (Payroll Audit)

Pink copy - Labor Organization

Yellow copy - Employee

Forward Original and Pink copy to the Labor Relations Office for approval

Combination of PPS Forms 7101 and 7002

EXHIBIT VI

ARBITRATION PANEL PROCEDURES

The parties hereby agree to establish an Arbitration Panel composed of both members of the City and the Union, and an mutually agreed upon independent arbitrator for the purpose of providing final and binding resolution to unresolved grievances in accordance with the Master Agreement and the following procedure:

1. The Arbitration Panel shall be composed of an equal number of representatives from the City and the Union. The Panel shall consist of seven (7) members; three (3) representatives of management, one of whom shall be a representative of the Labor Relations Division, three (3) Local Union Presidents, and the mutually agreed upon arbitrator. The Panel may function with five (5) members, two (2) per side and the mutually agreed upon arbitrator. No management panel member or Local Union President may sit and decide cases involving a grievant from his/her department/local.
2. The Arbitrator will chair all Arbitration Panel hearings and provide the administrative services for the conduct of such hearings.
3. The Arbitrator will serve at the pleasure of the parties. If at any time either party desires to terminate the services of the Arbitrator, it shall give notice in writing to that effect to the other party, specifying the date of termination. The parties shall then send a joint written notice to the Arbitrator of his/her termination. Once the Arbitrator has received written notice that his/her services are terminated, he/she shall not hear any further cases. However, he/she shall render decisions on all cases that he/she has heard prior to receiving such notice.
4. The panel shall be entitled to resolve any grievance that the parties mutually agree to place before it and which has been fully and properly processed through Step Four (4) of the Grievance Procedure.
5. Written notification of intent to arbitrate must be received by the Labor Relations Division with forty-five (45) calendar days from the date of the City's Step 4 answer. The City and Union shall then have ten (10) calendar days to reach agreement as to whether the grievance will be arbitrated by the Arbitration Panel or processed through Step 5 of the Grievance Procedure of the Master Agreement. Grievances not referred to the Panel or to Step 5 within ninety (90) days of the Notice of Intent to Arbitrate shall be considered settled on the basis of the City's last answer.
6. Notices of Intent to Arbitrate must be in writing and contain the following information:
 - a. Grievant's name and mailing address
 - b. City of Detroit's case number
 - c. Grievance number
 - d. Employing Department
 - e. Grievance Issue
 - f. Disposition Requested

7. Within ten (10) calendar days of receipt of the Union's Intention to Arbitrate, the City will confirm in writing its agreement, with copy of the Arbitrator, to process the grievance through the Panel Arbitration Procedure, Article 8A Step 5 (Arbitration), Article 8B Step 5 (Umpire System) or the MOU RE: Mediation. A grievance may only be processed through one dispute resolution process that provides a final and binding decision.
8. A hearing date for grievances submitted to the Arbitration Panel will be specified by the Arbitrator within thirty (30) days from receipt of appeal.
9. The Arbitration Panel Hearings shall take place as agreed to between the parties.
10. All dockets shall be mailed from the Arbitrator's office to the Union, the Labor Relations Division and the grievant.
11. Advisory times for each party's hearing shall be shown on the docket. Cases will be docketed with individual starting times.
12. Each party is entitled to one adjournment as of right. It shall be the obligation of the party requesting the adjournment to notify the Arbitrator on or before the Friday preceding the Arbitration Hearing, and to further notify any and all other interested parties. There will be certain exceptions to the requirement of timeliness in requesting adjournments; as illustrative examples only, are the following:
 - a) the non-appearance of a grievant in discharge cases the first time the case is docketed;
 - b) unanticipated unavailability of key witnesses, i.e. medical emergencies.

Further adjournments may be granted, but these must be by mutual agreement of the parties, or by ruling of the Arbitrator by a showing of good cause. Requests for subsequent adjournments must be by written notice to all interested parties, utilizing certified mail. It shall be the obligation of any grievant to notify the City and Union of any change of address.

If liability for wage and benefits is awarded by the Arbitration Panel, such liability will be assessed against the party requesting an adjournment. Accordingly, in a discharge case if management requests an adjournment liability will be ongoing; if the Union requests an adjournment, liability for wage and benefits losses will cease as that request.

13. If either one party or the other, after due notification, chooses not to appear, the panel has the right to proceed and take testimony and consider the side not appearing to be in default; or in the Panel's discretion to order the case adjourned and assess any ongoing liability for wage and benefits losses against the party in whose favor the adjournment is ordered.
14. If the parties are not present when their case is called, the Panel in its discretion may wait a reasonable time before calling the case and proceeding in accordance with the procedure in rule number thirteen (13) above.
15. Each party shall have the option to present its case either in the narrative, by the testimonial process, or by position statements. The exercise of the option shall not prejudice the other party's choice of presentation.

16. Attorneys, unless they are employed by the City or the Union, shall not be permitted to speak at the Arbitration Panel Hearing. "Presentation" is reserved only for representatives of management and the Union.
17. It is expected that all cases will be heard and answered at Step 4 of the Grievance Procedure before a hearing is requested from the Panel. If there is any dispute as to whether or not the matter has been heard at Step 4, said matter will automatically be referred back for a Step 4 hearing and the question of liability for wage and benefits losses shall be reserved. It is further expected that at the Step 4 hearings, all questions and all evidence pertinent to the case will be requested and will be exchanged so that both sides will be on notice of the matters in question. No matter may be presented which has not been raised at either the Step 4 Hearing or sufficiently in advance of the actual Panel Hearing so as to deprive the other side of a reasonable chance to investigate this issue.
18. All parties shall be free to use such evidence and supporting documents as they deem necessary subject to the determination of relevance by the Arbitrator.
19. Both sides will present their case in its entirety before any questions are asked except for questions which the Arbitrator may deem necessary to clarify the record.
20. There will be no cross-examination, as such, allowed at the Panel hearing. If a question is asked for the other side to answer, that question will be directed to the Arbitrator and the Arbitrator will decide whether to direct the opposite side to answer.
21. Although decisions of the Panel are not precedent-setting unless the parties specifically request them to be, prior decisions may be used as supporting evidence of a position taken by one side or the other. If a prior decision is to be used, however, then the party offering that decision is obligated to present, along with that decision, the original grievance on which that decision was based; and further, said party must be able to coherently present a summary of the facts of said case.
22. At the conclusion of the presentation, the Panel members may ask questions at their discretion, subject to objection from either party. The parties are then excused and a decision will be made.
23. The Panel's decision shall be in accordance with the express provisions of the Master Agreement, and the Panel shall be without authority to add to, detract from, alter, amend, or modify any of its provisions, nor may it impose on either party a limitation or obligation not specifically provided in the Master Agreement.
24. In cases wherein it is discovered that one of the parties to the grievance has filed a charge with any Governmental Agency, the Panel will determine whether or not the grievance warrants a deferral until the appropriate agency has ruled. The Panel then expects this to be made a point of order prior to the introduction of any evidence.
25. Voting of the Panel members will be by secret ballot.
26. The decision of the Arbitration Panel shall be final and binding on the City, on the employee(s) and on the Union.

27. A written copy of the decision will be mailed by the Arbitrator to all parties. The only exception to this procedure is on the question of untimely filing, which will be taken up in Panel session with the parties excused, and the decision will either be given orally or will be mailed to the parties depending upon the extent of the docket.

28. The expense of the arbitrator shall be shared equally by the parties.

If a case is adjourned, the party requesting the adjournment shall pay the adjournment fee.

29. The above-described Arbitration Panel Procedure is a pilot program for the remainder of the 2005-2008 contract unless it is terminated by either party in accordance with paragraph #4 above. This procedure shall not abrogate any of the parties rights or responsibilities under the Master Agreement. At the conclusion of the 2005-2008 contract or in the event either party exercises its rights under paragraph #4 above, the parties will meet to discuss its results.